
MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: William Homka, Planning Director
Through: Erin Reinders City Manager
Date: September 14, 2021
Re: Haystack Antenna Lease Update

SUMMARY: At its meeting on July 27, 2021 City Council approved a directive to the City Manager, which stated *“Start the process to terminate leases on Haystack for communications and work to upgrade and allow equal access to facilities for communications on Haystack with new leases.”* This is an update to the existing situation on Haystack, including: lease holders, towers/users, rents/income to the city, and a site/location summary. The directive is attached to this report as [Exhibit 1](#). Staff will present a PowerPoint presentation at the September 14, 2021 meeting to further illustrate information herein.

PREVIOUS COUNCIL ACTION:

- Resolution 1987-91 A resolution establishing an agreement with Channel 8 for the use of city property for the purpose of using a communications receiver for an FM station.
- Resolution 1994-54 A resolution approving the City Manager signing a lease for a portion of Tract C Haystack Hill Subdivision with Bristol Bay Cellular Partnership for use as a communication site.
- Resolution 2003-45 A resolution of the Unalaska City Council authorizing the City Manager to sign a 20-year lease with Alaska Wireless for antenna space on Haystack Hill.
- Resolution 2005-3 A resolution of the Unalaska City Council authorizing the City Manager to sign a 20-year lease with the Department of Transportation, Federal Aviation Administration for antenna space on Haystack Hill.
- Resolution 2006-38 A resolution of the Unalaska City Council authorizing the City Manager to amend the existing lease with Alaska Wireless for antenna space on Haystack Hill.
- Resolution 2014-78 A resolution of the Unalaska City Council approving a lease agreement for a term of 20-years between the City of Unalaska and TelAlaska Cellular for a portion of Lot 1, Needle Subdivision.

Several leases have been approved for periods of time ranging between 20 and 30 years. City Council typically reviews leases in durations of five-years and grants authorization to the City Manager to enter into such leases. Four leases to telecom companies have terms expiring anywhere between 2 and 18 years from now. A fifth is not a lease but a perpetual non-expiring, indenture (easement) that originated in 1971 and has no termination date. Mutual agreements

also exist for leases between the City and other government and educational organizations that serve public purposes. These yield little or no direct income. The current lease agreements atop Haystack are attached to this report as [Exhibit 3](#).

BACKGROUND: Atop Haystack there are 9 communication towers situated on City of Unalaska owned land. The City owns one tower; three are owned by telecom companies including TelAlaska, Alaska Wireless (GCI), Alascom (AT&T), three are owned/operated by KUCB, and three are owned by Federal Aviation Administration (FAA). Haystack's height, visibility, and location make it an optimal site to locate telecommunication towers, facilities and equipment. Most of the community's-built environment has line of sight visual to Haystack which helps send and receive signals that support a range of communication needs. However, the hilltop is also confined by steep slopes that are not conducive to construction including communication towers.

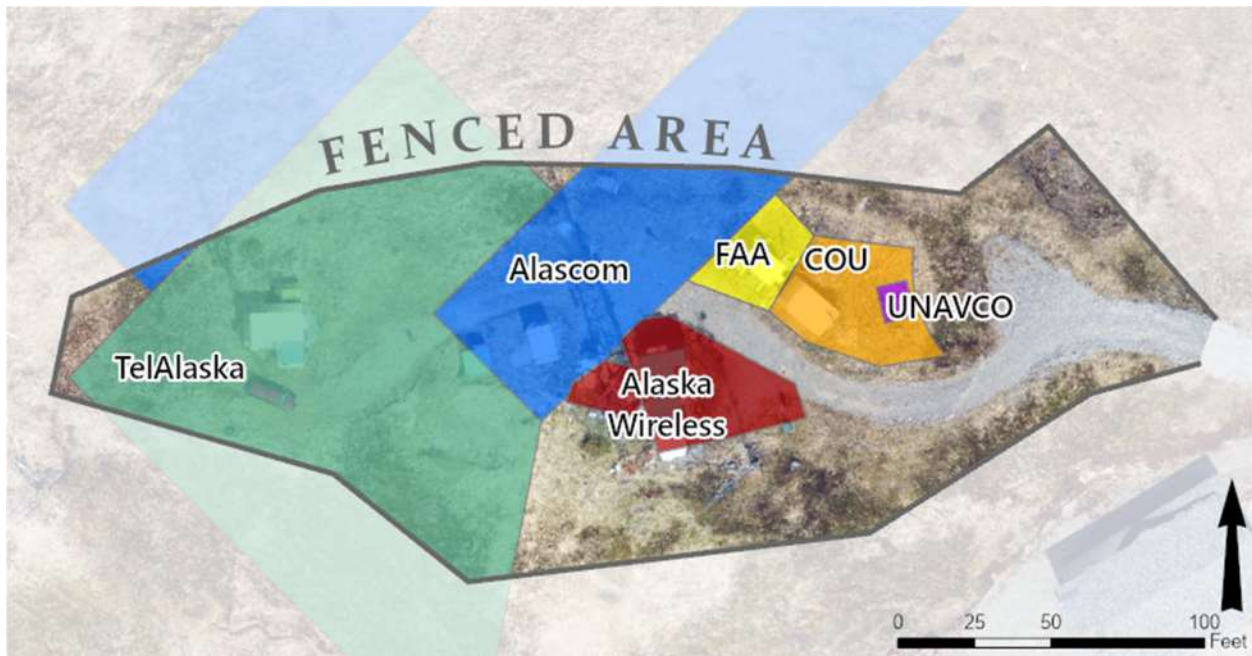


FIGURE 1: HAYSTACK LEASES

Figure 1 shows the 'Fenced Area' atop Haystack and the lease areas that range in size. Within the fenced area, TelAlaska has the largest lease (11,662 sq. ft.), Alaska Wireless (1,937 sq. ft.) and the FAA has 679 sq. ft. OptimERA affixed equipment to a KUCB tower sometime in the recent past. KUCB is subleasing part of a site leased to Alaska Wireless (GCI), and OptimERA is leasing from KUCB. The City has no record of the subleases, which is a requirement per all of its tower leases. Neither organization currently pays the city for area. KUCB has had towers on Haystack since 1987 when Council approved Resolution 1987-91.

City tower lease rates were inexpensive prior to 2014 when TelAlaska's 20 year Haystack lease was up for renewal. In preparing the new lease the City requested the Appraisal Company of Alaska help update its lease rates. A September 13, 2014 letter to Erin Reinders, Planning Director, Mike Renfro explained he researched lease rates for communication towers in other Alaska communities and found monthly rates between \$800 in rural areas to \$1,200 in urban areas. In the letter, attached as [Exhibit 2](#) to this report, Renfro recommended the City use a minimum lease rate of \$800 per month for a tower or cell site lease. As it was, the city established a lease rate "based upon the market value of the larger parcel per square foot times the area

leased.” However the size of the lease areas are much larger than they needed to be, are not uniform, thus the wide variety of cost per square foot in earlier tower leases.

City Council approved a new 20 year tower lease for TelAlaska via Resolution 2014-78 on September 25, 2014. The lease rate was approved at \$900 per month for \$10,800 annually. The lease will generate \$216,000 over the 20 year lease period which ends in 2034. With the exception of TelAlaska’s lease, other Haystack leases are set to expire in 2022 and 2023. The City’s leases provide a termination clause for the lessees but not for the City. Staff is discussing this issue with the City Attorney along with future plans for tower access/leasing on Haystack. Staff will present the options available to the City at a future City Council meeting.

DISCUSSION: The matter of leasing tower & utility space on Haystack has been an issue for many years. Since at least 2017 the Planning Department has attempted to evaluate the situation in response to OptimERA’s application for leasable area. In general, Haystack was developed in a manner not keeping with best planning and development practices. For example, there are many parcels that are not situated on actual public road frontage, but instead use other private parcels to get to their land. The street approved as ‘access’ is still a ‘paper’ street, meaning it was drawn on the subdivision plans but never constructed.

Another example of a poor development issue can be seen when reviewing how water and sewer reach some of the parcels. In some locations private owner(s) installed their water and sewer lines before the street was publicly dedicated. Now, instead of the city having jurisdiction over the lines, private parties own their individual utility lines and will need to excavate the public street(s) whenever and wherever maintenance is necessary on the private lines.

There is also the matter of excavating private property to the limits of parcel boundaries. Currently no city code protects adjoining property owners from suddenly having a cliff at the edge of their property line if/when a neighbor decides to excavate their property and maximize the parcel’s buildable area. Nor are there any requirements in place for any fencing, retaining walls, etc. Thus, Haystack’s development history has created a succession of potential problems and tower leases are just one of them.

The City’s tower is essential in providing wireless connectivity to all of its telecom services as well as various utility equipment. The City’s SCADA (Supervisory Control and Data Acquisition) system is one example. SCADA is a computer-based system for gathering and analyzing real-time data to monitor and control equipment that deals with critical and time-sensitive issues such as the electric, water and wastewater distribution systems. Public Safety also has equipment on the tower to provide for communications throughout the community. **Figure 2** is a screenshot from Information Services (IS) that indicates the connectivity to the numerous systems from the Haystack tower. It is anticipated that much of the city connectivity will change from a wireless service to a more reliable fiber optic service due to a CMMP project now underway.

The Planning Department has assembled a team to assist with evaluating the existing situation as well as to make recommendations to City Council about the future possibilities on Haystack with regard to the telecommunications issues. Other city departments include: City Clerk, Finance, Administration, and Information Services. The City Attorney’s office is also involved and Planning has reached out to an Anchorage title company for help with researching parcel information and anything pertinent that may be recorded or affect the land uses. A contract has yet to be awarded to a title company but is anticipated soon.



FIGURE 2: CITY HAYSTACK TOWER - WIRELESS NETWORK

Several aspects of the Haystack / Tower leasing situation are still being studied. The first step has been completed, which was to review the existing leases for terms, rates and ownership. For example, several of the communications companies have changed ownership and names over the course of 20 years. Moving forward, City Council's July 2021 directive is actually two-fold: terminate communications leases on Haystack, and work to upgrade and allow equal access to facilities for communications on Haystack with new leases.

Staff's plan is to determine the most financially prudent option(s) available to the city for ending/terminating existing leases, and to present options for future leasing atop Haystack that will facilitate co-location of facilities equally in terms of access and lease rates. The City team is preparing information that it will present to City Council as soon as possible. Since the issues involve city owned real estate, the options will more than likely necessitate an Executive Session to provide opportunities for City Council to ask relevant questions that may or may not have further financial and legal implications to the City.

Council has discussed the idea of a single Haystack tower. Ownership, maintenance, access, liability and other issues all need to be vetted by whomever will own the tower. Speaking with the City's Information Services, Unalaska's existing tower lacks any formal maintenance agreement. The responsibility is currently shared among Information Services, Public Safety and Facilities Maintenance. If the City were to own the tower and lease equipment space to private entities, it would need a more efficient program/approach for tower management. For example, the city must be prepared to address any liabilities incurred by lessees due to service interruptions caused to the tower for a variety of reasons.

ALTERNATIVES: Alternatives include creating new leases for the telecom companies, adjusting lease areas and rates per square foot, and making room for more / new companies to lease areas for communication towers on Haystack. Other ideas that have been discussed include removing

all but one tower and requiring co-location for everyone, or constructing a new, larger tower that can facilitate co-location. This all depends on the capacity and future needs of tower lessors.

FINANCIAL IMPLICATIONS: To be determined

LEGAL: Under review

STAFF RECOMMENDATION: NA

PROPOSED MOTION: NA

CITY MANAGER COMMENTS: Thanks to the Planning Department for working to address this Directive. As Bil outlines in this memo, staff will continue our efforts with help of a title company. Once there is a greater understanding the parcel information, we will prepare another update for Council with refined alternatives for further Council discussion.

ATTACHMENTS:

[Exhibit 1](#) – City Manager Directive July 27, 2021

[Exhibit 2](#) – Appraisal Company of Alaska letter dated September 14, 2014

[Exhibit 3](#) – Current lease & easement documents atop Haystack

EXHIBIT 1: JULY 27, 2021 CITY MANAGER DIRECTIVE

UNALASKA CITY COUNCIL DIRECTIVE TO CITY MANAGER

DATE: 7/27/21

TOPIC: HAYSMEK COMMUNICATIONS SITE

MOTION: MOVE TO DIRECT THE CITY MANAGER TO

START THE PROCESS TO TERMINATE LEASES ON
HAYSMEK FOR COMMUNICATIONS AND WORK TO UPGRADE
AND ALLOW EQUITABLE ACCESS TO FACILITIES FOR COMMUNICATIONS
ON HAYSMEK WITH NEW LEASES

MOTION BY: DEANIS ROBINSON

SECONDED BY: TITOM BELL

VOTE: 6 YES 0 NO

Notes if any:



COUNCIL MEMBER SIGNATURE

This form is utilized in order to provide clear guidance as to the intent of the Council Directive
Forward completed form to the City Clerk

EXHIBIT 2: 2014 Market Valuation – Tower Leases

Fax
(907) 563-1368

Telephone
(907) 562-2424

Appraisal Company of Alaska LLC

3940 ARCTIC BOULEVARD, SUITE 103
ANCHORAGE, ALASKA 99503
office@appraisalalaska.com
EIN#26-2071908

September 13, 2014

Erin Renders, Planning Director
City of Unalaska
P.O. Box 610
Unalaska, AK 99685

RE: Tower and Cell Site Leases

Dear Ms. Reinders:

In the past we have leased these sites based upon the market value of the larger parcel per square foot times the area leased. After research in the market throughout the state I believe this method equates to a below market rate for tower and cell site leases. In talking to other telecommunication companies the lease rates for tower and cell sites range from \$800 to \$1200 per month. These rates are not dependent on size but the amount of revenue that can be generated from the site. The higher rates are for towers in densely populated urban areas. The lower end of the range is for sites with less usage.

It would be my recommendation that we set a minimum lease rate of \$800 per month for a tower or cell site lease. Very large sites would trend to the upper end of the range. Again I would recommend that the leases be reviewed every five years at the maximum.

I know that this methodology is different than what has been done in the past, but these sites are unique in the market place and we should follow the market for valuing them. I will be in Unalaska the 25th or 26th for a week, weather and airline tickets cooperating if you have additional questions.

Sincerely,



Michael C. Renfro
Contract Assessor
City of Unalaska

EXHIBIT 3: HAYSTACK LEASES

INDEX

Exhibit Page	Title	Description
1	Resolution 87-91	A resolution establishing an agreement with Channel 8 for the use of city property for the purpose of using a communications receiver for an FM station
2	Alascom Easement	December 7, 1993 letter from Cynthia Karwowski, Alascom to Scott Diener, Planning Department regarding the Easement Deed for Haystack Hill
8		December 10, 1993 letter from Cynthia Karwowski, Alascom to John Bishop, Planning Department regarding non-objection to erecting a tower on Haystack in Alascom's easement
10	Alaska Wireless Lease Agreement	July 11, 2003 lease agreement between Alaska Wireless Communications LLC and the City of Unalaska
23	Alaska Wireless Lease Amendment 1	February 21, 2006 amending lease agreement between Alaska Wireless Communications LLC and the City of Unalaska
25	Alaska Wireless Lease Amendment 2	August 28, 2006 amending lease agreement between Alaska Wireless Communications LLC and the City of Unalaska
32	US Dept. of Transportation Lease	September 1, 2004 land lease off airport
42	TelAlaska Lease	October 14, 2014 lease renewal between TelAlaska Cellular and the City of Unalaska
54	UNAVCO Inc. Lease	November 11, 2017 lease agreement between UNAVCO Inc. and the City of Unalaska

EXHIBIT 3

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 87-91

A RESOLUTION ESTABLISHING AN AGREEMENT WITH CHANNEL 8 FOR THE USE OF CITY PROPERTY FOR THE PURPOSE OF USING A COMMUNICATIONS RECEIVER FOR AN FM STATION.

WHEREAS: Channel 8 has received a grant from the State of Alaska for the purchase of equipment for an FM radio station, and

WHEREAS: Channel 8 is in need of space to utilize this equipment, and

WHEREAS: The City of Unalaska has available space on Haystack Hill which could be used for the placement of a communications receiver for an FM station.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Unalaska authorizes an agreement with Channel 8 for use of space of City property on Haystack Hill for the purpose of utilizing a communications receiver.

PASSED AND APPROVED THIS 10th DAY OF December, 1987 BY THE CITY COUNCIL OF THE CITY OF UNALASKA, ALASKA.

Stephanie Madsen
Stephanie Madsen
Council President

Judy Mayhew
Judy Mayhew
City Clerk

received
12-10-93



December 7, 1993

Scott Diener
Planning Department
City of Unalaska
P. O. Box 610
Unalaska, AK 99685

Dear Scott:

Per our conversation, I am sending you a follow up copy of the fax I sent of Alascom's Easement Deed for Haystack Hill, Unalaska. Alascom is interested in the ownership of the land at this site and what the possibilities and/or guidelines are if Alascom wants to expand the area of the Easement Deed.

If possible Alascom would like to have an updated copy of the plot plan for this site. If available, please send it by return mail to 210 E. Bluff Road, Anchorage, AK 99501-1100.

Please call me at your earliest convenience with any information you find out about these subjects. I can be reached at (907) 264-7345.

Thank you



Cynthia Karwowski
Associate Real Estate Specialist

DEED

THIS INDENTURE, made and entered into by and between the UNITED STATES OF AMERICA, acting through the Secretary of the Air Force under and pursuant to the powers and authority contained in the Alaska Communications Disposal Act approved November 14, 1967 (81 Stat. 441-444) (40 USC 771-792), and the delegation of authority to the Secretary of the Air Force from the Deputy Secretary of Defense dated October 25, 1968, and the redelegation of authority from the Secretary of the Air Force to the Deputy for Transportation and Communications dated June 25, 1970, Party of the First Part, and ECA Alaska Communications, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Alaska and duly authorized to do business in the State of Alaska, with principal office located at Anchorage, Alaska, Party of the Second Part:

WITNESSETH:

WHEREAS, the President has approved the transfer of the facilities conveyed by this deed; and

WHEREAS, the Secretary of the Interior has consented to the transfer of the interests in public land, conveyed by this deed; and

WHEREAS, under and pursuant to the delegation of authority cited above, the Secretary of the Air Force has determined that the United States does not need to retain the property involved in the transfer for national defense purposes; the transfer is in the public interest; the person to whom the transfer is made is prepared and qualified to provide, without interruption, the communication service involved in the transfer; and the long-line communication facilities will not directly or indirectly be owned, operated or controlled by a person who would legally be disqualified by subsection 310(a) of the Communication Act of 1934, as amended, from holding a radio station license; and

WHEREAS, the said Party of the Second Part has obtained the requisite licenses and certificates of convenience and necessity to operate interstate and intrastate commercial communications in Alaska from the appropriate Governmental regulatory bodies; and

WHEREAS, all the requirements of Title II of the said Alaska Communications Disposal Act have been met in connection with the real estate and interest therein conveyed by this deed; and

WHEREAS, under and pursuant to the provisions of the Act and delegations cited above the Party of the First Part and the Party of the Second Part did enter into a contract dated December 31, 1969 for the sale and transfer of the Government-owned long-line communication facilities in the State of Alaska as defined in said Act, which contract fixes and imposes the obligations of the parties relative thereto;

NOW THEREFORE, in consideration of the payment of the sum of One Hundred Three Thousand Seven Hundred Two - - - - - Dollars (\$103,702.00)

under said contract and assumption by the Party of the Second Part of all other obligations fixed and imposed by said contract, the Party of the First Part does hereby convey, remise, release, and assign, without warranty, unto the Party of the Second Part, its successors and assigns, the real estate and interests in real estate, except any mineral rights therein, lying, situate and being within the Aleutian Island Recording District, Third Judicial District, State of Alaska, and described as Exhibit A, attached to and made a part hereof, subject to the exceptions and limitations set forth therein.

UES -
- UNALASKA -
51-

TO HAVE AND TO HOLD the herein described property, together with all the privileges and appurtenances thereto belonging unto the Party of the Second Part, its successors and assigns, forever; subject to existing easements for public roads and highways, for public utilities, for railroads and for pipelines.

IN WITNESS WHEREOF, the Party of the First Part has caused these presents to be executed in its name by authority of the Secretary of the Air Force and the seal of the Department of the Air Force to be hereunto affixed. This conveyance is effective 12:01 a.m., Alaska Standard Time, 10 January 1971.



THE UNITED STATES OF AMERICA

By *John W. Perry*
JOHN W. PERRY
Deputy for Transportation and Communications
Office Assistant Secretary of the Air Force
(Installations and Logistics)

A C K N O W L E D G M E N T

STATE OF VIRGINIA)
) ss.
County of Arlington)

On this 8th day of January 1971, before me, *Carroll Samuel*, a Notary Public in and for the State of Virginia personally appeared JOHN W. PERRY to me personally known, who, being by me duly sworn, did say that he is Deputy for Transportation and Communications, Office Assistant Secretary of the Air Force (Installations and Logistics), and that the seal affixed to the within instrument is the seal of the Department of the Air Force, and that the within instrument was signed and sealed on behalf of the United States of America by authority of law, and said JOHN W. PERRY acknowledged the execution of the within instrument to be the free act and deed of the United States of America.

Given under my hand and seal the day, month and year first above written.

Carroll Samuel
Notary Public in and for the State of Virginia
Residing at: *Rich, Va.*
My commission expires: *Jan. 29, 1971*

EXHIBIT A

ALEUTIAN ISLAND RECORDING DISTRICT, THIRD JUDICIAL DISTRICT
STATE OF ALASKA

UNALASKA ACS COMMUNICATION STATION

Parcel 1 *Unalaska*

A fee simple estate in and to a parcel of land located on Unalaska Island; being a portion of United States Survey No. 2567; said parcel being described as follows:

COMMENCING at U.S.L.M. No. 1945, which has a latitude of 53°52' N. and a longitude of 166°32' W.; thence North 20°13' East, a distance of 1,693.56 feet to the 1-2 line of said Survey; thence on said line North 44°42' East, a distance of 44.56 feet to the TRUE POINT OF BEGINNING; thence leaving said line North 43°00'20" West, a distance of 262.00 feet, more or less, to the 9-10 line of said Survey; thence on the boundary lines of said Survey, North 48°32' East, a distance of 39.70 feet to Corner No. 9; thence South 41°28' East, a distance of 50.16 feet to Corner No. 8; thence North 48°32' East, a distance of 102.30 feet to Corner No. 7; thence North 41°28' West, a distance of 68.86 feet; thence leaving said boundary lines North 48°32' East, a distance of 89.15 feet, more or less, to the 5-4 line of said Survey; thence on the boundary line of said Survey South 35°48' East, a distance of 211.53 feet to Corner No. 4; thence South 47°42' West, a distance of 114.84 feet to Corner No. 3; thence South 42°18' East, a distance of 68.64 feet to Corner No. 2; thence South 44°42' West, a distance of 90.04 feet, more or less, to said POINT OF BEGINNING.

94.04

The parcel of land above-described contains 1.03 acres, more or less.

Parcel 2 - *Haystack Hill*

A perpetual easement for antennas, as constructed; located on Unalaska Island, lying within two parcels of land being described in two parts as follows:

PART I

BEGINNING at Corner No. 10 of United States Survey No. 2567; thence South 45°00' West, a distance of 899.00 feet; thence South 45°00' East, a distance of 40.00 feet; thence North 45°00' East, a distance of 890.00 feet; thence North 48°32' East, a distance of 67.22 feet; thence North 43°00'20" West, a distance of 40.00 feet, more or less, to the 10-9 boundary line of said Survey; thence on said line, South 48°32' East, a distance of 67.22 feet to said Corner No. 10 and the POINT OF BEGINNING.

PART 2 *Unalaska*

COMMENCING at Corner No. 10 of United States Survey No. 2567; thence North 48°32' East, a distance of 67.22 feet; thence South 43°00'20" East, a distance of 122.00 feet to the TRUE POINT OF BEGINNING; thence South 46°00' West, a distance of 900.00 feet; thence South 45°00' East, a distance of 50.00 feet; thence North 46°00' East, a distance of 900.00 feet; thence North 43°00'20" West, a distance of 50.00 feet to the said POINT OF BEGINNING.

The two parcels of land above-described contain 1.99 acres, more or less.

Parcel 3 *Haystack Hill*

NOTE: A perpetual easement for the operation and maintenance of a sewer line, as constructed; located on Unalaska Island, lying within a parcel of land being described as follows: COMMENCING at the TRUE POINT OF BEGINNING of Parcel 1; thence South 43°00'20" West, a distance of 262.00 feet, more or less, to the 9-10 line of said Survey; thence on the boundary lines of said Survey, North 48°32' East, a distance of 39.70 feet to Corner No. 9; thence South 41°28' East, a distance of 50.16 feet to Corner No. 8; thence North 48°32' East, a distance of 102.30 feet to Corner No. 7; thence North 41°28' West, a distance of 68.86 feet; thence leaving said boundary lines North 48°32' East, a distance of 89.15 feet, more or less, to the 5-4 line of said Survey; thence on the boundary line of said Survey South 35°48' East, a distance of 211.53 feet to Corner No. 4; thence South 47°42' West, a distance of 114.84 feet to Corner No. 3; thence South 42°18' East, a distance of 68.64 feet to Corner No. 2; thence South 44°42' West, a distance of 90.04 feet, more or less, to said POINT OF BEGINNING.

of land being 50.00 feet wide; lying 25.00 feet on each side of the following described centerline:

COMMENCING at Corner No. 4 of United States Survey No. 2567; thence on the boundary line thereof North 35°48' West, a distance of 28.00 feet to the TRUE POINT OF BEGINNING; thence leaving said line North 48°12' East, a distance of 35.00 feet, more or less, to the lower, low tideline of Iliuliuk Bay.

The parcel of land above-described contains 0.02 of an acre, more or less.

SUBJECT to the terms and conditions of State of Alaska, Department of Natural Resources, Division of Lands, Right of Way Permit No. 32104 dated 2 February 1966.

Alascom, Inc. / 210 E. Bluff Rd. / P.O. Box 196607 / Anchorage, Alaska 99519-6607 / Tel 907-264-7000

December 10, 1993

John Bishop
Director of Planning
City of Unalaska
P.O. Box 610
Unalaska, AK 99685



Subject: Haystack Hill, Unalaska.

Dear John:

The purpose of this letter is to request your non objection to the installation of a communication tower on Alascom's Easement at Haystack Hill, Unalaska. Bristol Bay Cellular Partnership proposes to erect a 80' self supporting tower on Alascom's communication's easement parcel #2. Bristol Bay Cellular wishes to bring Mobil phone service to the community of Unalaska. Once this tower is installed, Alascom will remove the existing antennas from Alascom's tower and install them on Bristol Bay's new tower. Once this has taken place Alascom will dissemble and remove the old tower.

Attached is a drawing of the proposed site for the tower. Bristol Bay will also require a shelter to house its equipment. Alascom has no space available for their equipment.

If you have any questions or concerns, please call me at (907) 264-7345 or Jim Wickes at (907) 264-7343.

As owner of Tract C at Haystack Hill, please indicate the city's concurrence by signing this letter and returning it to the letterhead address or by fax (907) 264-7710. Your concurrence relates only to the city's position as landowner and not in its role as zoning and building code regulator.

Sincerely,

A handwritten signature in cursive script that reads 'Cynthia Karwowski'.

Cynthia Karwowski
Associate Real Estate Specialist

Acceptance:

On behalf of the City of Unalaska owner of Tract C at Haystack Hill, I do not object to this proposed tower and shelter described above.

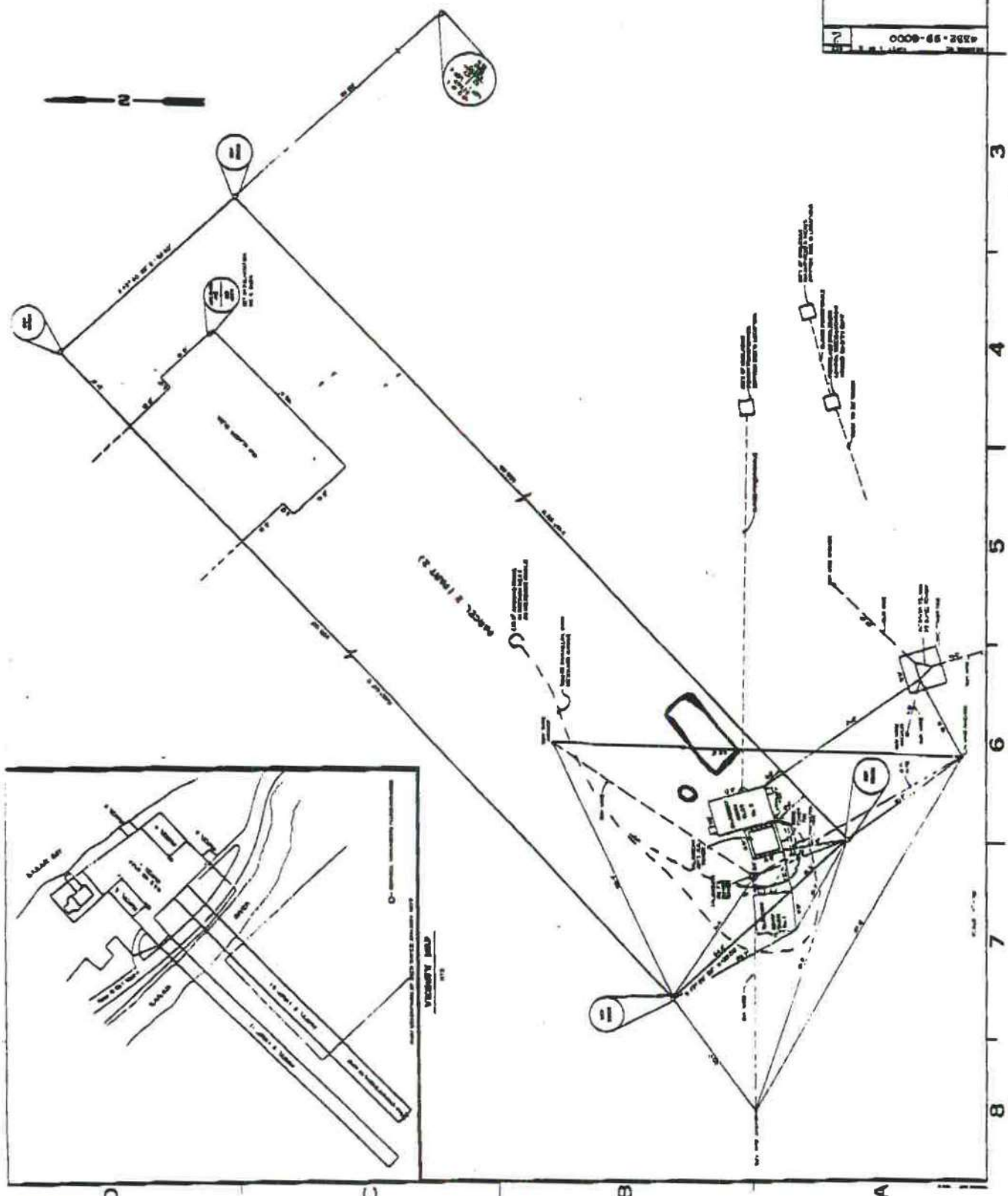
By: _____ Date: _____
John Bishop, Director of Planning

EXHIBIT 3: Haystack Leases, Page 9

EXHIBIT "A" Lease Agreement 93-034-4362 SP

SITE PLAN

NO. OF SHEETS	1
SHEET NO.	1
DATE	12-10-93
PROJECT NO.	4362-99-60
SCALE	AS SHOWN
DRAWN BY	
CHECKED BY	
APPROVED BY	
DATE	



4362-99-60

LEASE AGREEMENT

This Lease Agreement is made and entered into this 11th day of July 2003, between the City of Unalaska, a first-class Alaska municipal corporation ("Lessor"), whose address is P.O. Box 610, Unalaska, Alaska 99685, and Alaska Wireless Communications, LLC an Alaskan corporation ("Lessee"), whose address is P.O. Box 920721, Dutch Harbor, Alaska .99692.

NOW THEREFORE, the Lessor and the Lessee, in consideration of the mutual covenants and conditions stated in this Lease, agree as follows:

- I. Leased Parcel: The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the following parcel of land (collectively "Parcel") located within Needle Subdivision, Plat File No. 95-32, City of Unalaska, Aleutian Islands Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

A plan view of the Parcel and mete and bounds description is attached as Exhibit A, which shows the leased parcel and the location within Needle Subdivision.

EXCEPTING AND RESERVING THEREFROM, to the Lessor and its assigns during the term of this Lease, the following specific interests, which shall be in addition to and not in derogation of any general reservations to the Lessor which may be stated elsewhere in this Lease: easements, rights of way and reservations of record.

1. Term: The term of this Lease shall be for a period of 20 year(s) commencing on the 11th day of July, 2003 and ending on the 10th day of July, 2023 unless sooner terminated as herein provided.

2. Rent: The Lessee shall pay to the Lessor ("Rent") in the amount of One Thousand, one hundred thirty-nine dollars and sixty-nine (\$1,139.69) per year, in advance, on January 1 of each year.

3. Adjustments to Rent: Rent due under this Agreement shall be adjusted upward or downward as follows:

- (a) Commencing at the end of the fifth (5th) year of the term, and continuing at the end of every five (5) years thereafter the Rent shall be adjusted upward or downward in an equal amount to the percentage of change in the assessed unimproved value of Lessee's leasehold interest in the Parcel from the assessed unimproved value determined by the City Assessor for the tax year in which the last adjustment to Rent has

been made. For example, assuming Lessee's leasehold interest in the Parcel had an unimproved assessed value of \$100.00 during the tax year in which the last adjustment to Rent had been made and an assessed unimproved value of \$150.00 five (5) years later, the Rent due for the following five (5) years would be increased fifty percent (50%) from the rent paid during the previous five (5) years.

4. Payment of Rent: Rent payments shall be made payable to the City of Unalaska and delivered to the City of Unalaska Finance Department, P.O. Box 610, Unalaska, Alaska 99685, or to any other address which Lessor may designate in writing.

5. Interest on Delinquent Payments: All unpaid rents and fees shall accrue interest at the rate of ten and one-half per cent (10.5%) per annum beginning thirty (30) days after payment is due.

6. Performance Bond: Lessee shall at the time the lease period begins, provide a performance bond to Lessor based upon five percent (5%) of the estimated value of new improvements or the appraised value of existing improvements or \$5,000 whichever is greater.

(a) The Lessee shall within 60 days of completion of any new improvements including, but not limited to, structural improvements, towers, and equipment, file with the Lessor adequate and reasonable documentation of such improvements, setting forth all applicable costs and quantities. Within 30 days of providing Lessor such documentation, Lessee shall provide Lessor with an adjusted performance bond.

7. Use of Parcel: The Lessee shall use and occupy the Parcel in compliance with all applicable laws, regulations, ordinances and orders which a public authority has promulgated or may promulgate, including those of a building or zoning authority and those relating to pollution and sanitation control. The Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Parcel. The Lessee shall properly locate itself and its improvements on the Parcel, and shall not commit waste of the Parcel, whether ameliorated or otherwise. Notwithstanding such laws, regulations, ordinances and orders, the Lessee shall maintain the Parcel in a reasonably neat and clean condition, and take all prudent precautions to prevent or suppress pollution of the ground, surface water, air, or land, and to prevent erosion or destruction of the land.

(a) Lessee may use the Parcel for any lawful purpose in connection with its telecommunication operations or any business purpose of Alaska Wireless Communications, LLC

(1) All equipment on the Parcel, including, but not limited to, antennas placed on the Parcel shall not interfere with other equipment which is

located on or about the same general site.

(2) All antennas and equipment shall be grounded to meet the National Electrical Code (NEC). The antenna/equipment facilities wind support guide lines shall include anti-reflective insulators as to prevent any Electro Magnetic Interference (EMI) with any other equipment on or about the site. The lessee will investigate any and all interference reports sent in written form. The Lessee will maintain technical support to correct any and all reports of interference by the Lessee's equipment. The Lessee will install any equipment necessary to filter, tune, and isolate any interference developed by the installed equipment.

(3) All towers shall be designed to prevent the climbing of the tower by the general public.

8. Quiet Enjoyment: Lessor covenants and agrees that Lessee, upon performance of all of Lessee's obligations under this Lease, shall lawfully, quietly and exclusively hold, occupy and enjoy the Parcel during the term of this Lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, provided, however, that Lessor expressly reserves the right, without compensation or adjustment of rentals to Lessee, to grant surface, underground or overhead easements or rights-of-way for public improvements and purposes in or upon the Parcel if the exercise of this right will not unreasonably interfere with Lessee's improvements and use of the Parcel.

9. Alterations And Improvements: Upon receiving written permission from Lessor, Lessee may make alterations, additions and improvements to the Parcel, at Lessee's sole cost and expense. Lessor's consent shall not be unreasonably withheld. Lessee shall remove all improvements and personal property of Lessee from the Parcel at the end of the Lease term and the Parcel shall be restored to the condition prevailing on the effective date of this Lease.

10. Title To Improvements. All buildings, structures, fixtures and permanent improvements placed or attached on or about the Parcel by Lessee shall remain the property of Lessee until such time as the expiration or termination of this Agreement.

11. Removal Of Improvements And Chattels After Termination:

(a) Lessee shall, within three (3) months after termination of this Agreement, remove all improvements and chattels from the Parcel provided that Lessor first determines that such removal will not cause injury or damage to the Parcel or seriously impair its redisposal.

(b) If any improvements or chattels having an appraised value exceeding \$20,000.00 as determined by the Lessor, are not removed from the Parcel within the time allowed, they shall, upon thirty (30) days prior written notice to Lessee, be sold at public auction under the direction of Lessor.

(c) Any chattels or improvements having a total appraised value of \$20,000.00 or less, as determined by the Lessor, and which are authorized for removal by Lessor but are not removed within the time allowed, shall become the absolute property of the Lessor.

(d) Lessee shall reimburse Lessor for damages to the Parcel caused by the removal of fixtures and improvements.

12. Encumbrance of Parcel: The Lessee, during the term of this Lease, shall not encumber or cloud the Lessor's reversionary interest in the Parcel, without the prior written consent of the Lessor, which shall not be unreasonably withheld; and any such act or omission, without the prior written consent of the Lessor, shall be voidable by the Lessor.

13. Assignment of Lease and Sublease of Parcel: The Lessee may not assign this Lease or sublet the Parcel, without the prior written consent of the Lessor, which shall not be unreasonably withheld. No assignment of this Lease shall be approved until the assignee agrees to be subject to and governed by the provisions of this Lease in the same manner as the original Lessee to the extent that they may be applicable to the sublease except for the payment of Rent and other monetary obligations. No such assignment or sublease will be effective until approved by the Lessor in writing or shall annul the Lessee's obligation to pay the rent herein required for the full term of this Lease. Except as permitted by the Lessor, no subdivision of the Lessee's leasehold interest, including any exposed airspace thereon, shall occur.

14. Denial of Warranty Regarding Conditions: The Lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the natural, social, economic, or environmental conditions of the Parcel, including, without limitation, the soil, water and drainage conditions, natural or artificial hazards, and the profitability or fitness of the Parcel for any use.

Lessee represents and warrants that it has independently inspected the Parcel and made all tests, investigations and observations necessary to satisfy itself of the condition of the Parcel. Lessee shall and is relying solely on such independent inspection, tests, investigations and observations in making this Agreement. Lessee accepts and shall be responsible for any risk of harm to any person and property, including but not limited to, employees of Lessee, from any latent defects in the Parcel.

15. Agreement to Terms of Lease: The Lessor and the Lessee agree and recognize that each of the covenants and conditions in this Lease and any attachments thereto are merged and incorporated into this agreement and shall be binding upon themselves and upon their respective successors, successors in interest and assigns and shall inure to their benefit. The Lessor and the Lessee further agree and recognize that this Lease shall be conditioned upon satisfactory performance by the Lessor and the Lessee of all covenants and conditions contained herein.

16. Utilities and Services: Lessee shall, at its expense, procure and timely pay for all services and utilities and hook-ups therefor which are necessary or appropriate for its operation or use of the Parcel.

17. Easements: Lessor reserves the right to make grants to third parties or reserve to the Lessor easements through, on or above the Parcel for the purpose of providing water, sewer or electric services to the Parcel or to adjacent properties, or for the purpose of providing reasonable public access to public waters, provided that no such easement or may be granted or reserved which unreasonably interferes with the Lessee's use of the Parcel.

18. Access: The Lessor makes no representations or warranty that it will construct or maintain access to the Parcel.

19. Valid Existing Rights: This Lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land of record on the date of execution of this Lease.

20. Inspection: The Lessor shall have reasonable access to the Parcel for purposes of inspection regarding the faithful performance by the Lessee of the covenants and conditions of this Lease and for the performance of other lawful requirements.

21. Acquisition of Rights or Interests: Any right or interest acquired during the term of this Lease and accruing to the benefit of the Parcel shall remain appurtenant to the Parcel during that term, and shall not be severed or transferred from the Parcel without the prior consent of the Lessor. In the event of termination or forfeiture of this Lease, any such right or interest shall revert to the Lessor along with the Parcel.

22. Environmental Indemnification: If any hazardous substances are released or discharged on or from the Parcel to, on or about the Parcel or other properties, including, but not limited to, the surface or subsurface waters adjacent to the Parcel during the term of this Agreement, Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, but not limited to, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, or restorative work required by any

federal or state agency due to the presence of hazardous substances in the soil or groundwater on or under the Parcel or other affected properties, whether such losses arise during or after the term of this Agreement, but only to the extent that such release or discharge is not caused by the fault of Lessor or its agents, representatives, contractors or employees.

23. Hazardous Substances: Lessor represents and warrants to Lessee that, to the best of its information, knowledge and belief, no hazardous substances have been released, discharged or spilled on the Parcel; however, Lessor does not represent, warrant or guarantee that this is necessarily the case. Otherwise, Lessor has made no express or implied representations or warranties to Lessee with respect to the release, discharge or spillage of any hazardous substances in, on or about the Parcel. Lessee hereby releases and discharges Lessor, its affiliates and all of their respective past, present and future officials, employees, agents, attorneys, insurers and representatives, with prejudice, from any and all claims, obligations or liabilities which have arisen, resulted from or are based upon, or may in the future arise out of, result from or be based upon, in whole or in part, the past release, discharge or spill of any hazardous substances or other environmental pollution in, on or about the Parcel, regardless of whether such claim, obligation or liability, or the type or extent thereof, is now known or foreseeable; provided, however, that such release and discharge shall be inapplicable to claims, obligations and liabilities that are based upon a material breach of the representations and warranties made by Lessor in this Section.

24. Definition of Hazardous Substance: Hazardous substance, as such term is used in this Agreement, includes: (a) (1) crude oil, (2) petroleum, (3) diesel fuel, (4) marine fuel, (5) heating oil, (6) gasoline, (7) motor oil, (8) kerosene, (9) aviation fuel, (10) other petroleum products, additions and derivatives, (11) urea formaldehyde foam insulation, (12) asbestos, and (13) polychlorinated biphenyls; and (b) any other (1) pollutant, (2) contaminant or (3) toxic, flammable, explosive, radioactive, noxious, hazardous, extremely hazardous, dangerous or potentially dangerous waste, material or substance, the response to which or the remediation or removal of which is required, or the manufacture, preparation, production, use, maintenance, treatment, storage, transfer, disposal, handling, processing or ownership of which is restricted, prohibited, regulated or penalized by any federal or state law or regulation as now or hereafter in effect.

25. Erosion Prevention: Lessee shall prevent unwarranted erosion of the Parcel that is caused by Lessee's use or occupancy of the Parcel. Any such erosion shall be repaired in a manner satisfactory to Lessor at Lessee's sole expense.

26. Waiver or Forbearance: The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.

No failure on the part of the Lessor to enforce a condition or covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing, shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, or the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease, nor destroy or in any manner or impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.

27. Bankruptcy: In the event Lessee becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of a bankruptcy proceeding, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceedings, or in the event of any judicial sale of Lessee's interest under this Lease, Lessor shall have the right to declare this lease in default.

28. Breach and Remedies:

(a) Time is of the essence of this Lease. If the Lessee shall materially breach any of the terms, covenants, conditions or stipulations contained in this Lease or attached hereto which are applicable to it, and said breach shall not be completely cured within 60 days after written notice of such breach has been served by the Lessor upon the Lessee and each holder of a security interest in the Lessee's interest under this Lease that has notified the Lessor of such security interest, the Lessee shall be subject to such legal rights and remedies as the Lessor shall have available to it under applicable law, including, but not limited to, the termination of this Lease; provided, however, that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lessee may be in material breach of this Lease. In the event that this Lease is terminated by the Lessor for a material breach by the Lessee of this Lease, all rents paid by the Lessee shall be forfeited to and retained by the Lessor, not as a penalty, but as liquidated damages for such breach. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to such termination.

(b) If the Lessee fails to completely cure a material breach of this Lease by it within the time allowed in (a) of this paragraph, any holder of a security interest in the Lessee's interest under this Lease who has notified the Lessor such security interest may cure or remedy such breach if the breach can be cured by the payment of money or, if this cannot be done, by performing, or undertaking in writing to perform, the Lessee's obligations which are the subject of such breach that are capable of performance by the holder. The holder shall act within 60 days from the date of receipt of notice under (a) of

this paragraph, or within any additional period, which the Lessor may allow for good cause.

(c) In the event that this Lease is terminated, or in the event that the Parcel is abandoned by the Lessee during the term of this Lease, the Lessor may immediately, or at any time thereafter, enter or reenter and take possession of such Parcel and without liability for any damage there for, remove all persons and personal properties therefrom, either by summary proceedings or by suitable action at law; provided, however, that the words "enter" and "re-enter" as used herein are not restricted to their technical legal meaning. Any entry or re-entry, possession, repossession, or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release or discharge the Lessee, either in whole or part, for any monetary liability under the Lease.

29. Indemnification: To the fullest extent allowed by law, Lessee shall defend indemnify and hold harmless Lessor from and against all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims arising out of or in connection with the use or occupancy of the Parcel by Lessee or by any other person holding under Lessee from any accident or fire on the Parcel and from any nuisances made or suffered thereon; and from any failure by Lessee to keep the Parcel in a safe and lawful condition except to the extent that such claims or demands are caused by the fault of Lessor or its agents, representatives, employees or contractors.

30. Surrender of Leasehold: Upon the expiration or sooner termination of this Lease, the Lessee shall quietly and peaceably leave, surrender and yield up unto the Lessor all of the Parcel. In the event that Lessee remains in possession of the Parcel after the expiration of this Agreement with Lessor's permission, Lessee shall be deemed to be occupying the Parcel as a month-to-month tenant, subject to all of the terms and conditions of this Agreement and the law, to the extent that they may be applicable to a month-to-month tenant.

31. Required Insurance: The following insurance coverage is required to be furnished by the Lessee and is subject to annual review and adjustment by the Lessor, who may require reasonable increases in such coverage based on increased risks. Proof of the following coverage must be shown prior to execution of this Lease.

The insurance policies must be written by a company or companies that are on the Alaska Division of Insurance's "admitted list" or "surplus lines insurance list". The broker/agent must be licensed to do business in the State and, if surplus lines insurance is provided, the broker must have a surplus broker license.

(a) Comprehensive (Commercial) General Liability Insurance. Such insurance must have coverage limits of not less than \$1,000,000 combined single limits

per occurrence and not less than two million dollars (\$2,000,000) aggregate limits and shall include Parcel operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

The policies evidencing such coverage shall contain, or be endorsed to contain, the following provisions:

(1) The Lessor, its officers, its agents and its employees are to be covered as additional insureds with respect to liability arising out of use of the Parcel or operations of the Lessee with respect to the Parcel.

(2) The Lessee's insurance coverage shall be primary insurance with respect to the Lessor, its officers, agents, and employees. Any insurance or self insurance maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute to it.

(3) Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit brought except with the respect to the limits of insurer's liability.

(4) That, as respects the interests of Lessor, such insurance shall (A) not be invalidated by any action or neglect of any person other than Lessor and (B) insure Lessor regardless of any misrepresentation, breach or non-observance of any warranty, declaration or condition contained in any applications by Lessee for, or policy evidencing, such insurance; and

(5) That no such insurance shall be canceled or materially changed as respects the interests of Lessor on less than thirty days prior written notice to Lessor;

(b) Workers' Compensation and the Employer's Liability Coverage. The Lessee shall be covered with workers compensation insurance and employer's liability insurance in the required statutory amounts.

32. Notices: All notices, required or permitted under this Lease shall be personally delivered or sent by certified mail, postage prepaid, to the parties at the following addresses:

To Lessor: City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685

To Lessee: Alaska Wireless Communications, LLC
P. O. Box 920721
Dutch Harbor, Alaska 99692

Any notice or demand which must be given or made by the Lessor or the Lessee shall be in writing and shall be complete if personally delivered or sent by United States certified mail to the address shown in the Lease Agreement, or to such other address as each of the parties may designate in writing from time to time. A copy of any such notice shall be forwarded to the Lessor, and to the holder of any security interest in the Lessee's interest in the Lease has properly given notice of its security interest in the Lease to the Lessor.

33. Integration and Modification: This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.

34. Amendments: This Lease may not be modified or amended except by a document signed by both parties hereto, and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties hereto.

35. Severability of Clauses of Lease Agreement: If any clause, or provision, herein contained, shall be adjudged to be invalid or unenforceable, it shall not affect the validity or enforceability of any other clause or provision of this Lease or give any cause of action in favor of either party as against the other.

36. Applicable Law: This Lease shall be governed by the laws of the State of Alaska. The venue for any dispute between the parties shall lie exclusively with the courts for the Third Judicial District for the State of Alaska at Anchorage, or, alternatively, with the United States District Court for the District of Alaska at Anchorage, unless a nonwaivable federal or Alaska law should require to the contrary.

37. Effective Date: This Lease shall not be effective until and unless approved by the City Council of Lessor and the Board of Directors of Lessee. This Lease shall become effective upon the occurrence of the last such approval.

IN WITNESS WHEREOF the Lessor and the Lessee have caused these presents to be executed in duplicate, and have hereunto set their respective hands, agreeing to keep, observe and perform the terms, conditions and provisions herein contained or attached, which on the Lessor's or the Lessee's respective parts are to be kept, observed and performed.

LESSEE: Alaska Wireless Communications, LLC

By: M.B.H.

Its: President

LESSOR: CITY OF UNALASKA,
a first-class Alaska municipal corporation

By: [Signature]

Its: City Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 9th day of July, 2003, by Mark B. Hoel, the president of Alaska Wireless Communications, LLC, on behalf of the corporation.



[Signature]
NOTARY PUBLIC in and for Alaska
My Commission Expires: 10/5/04

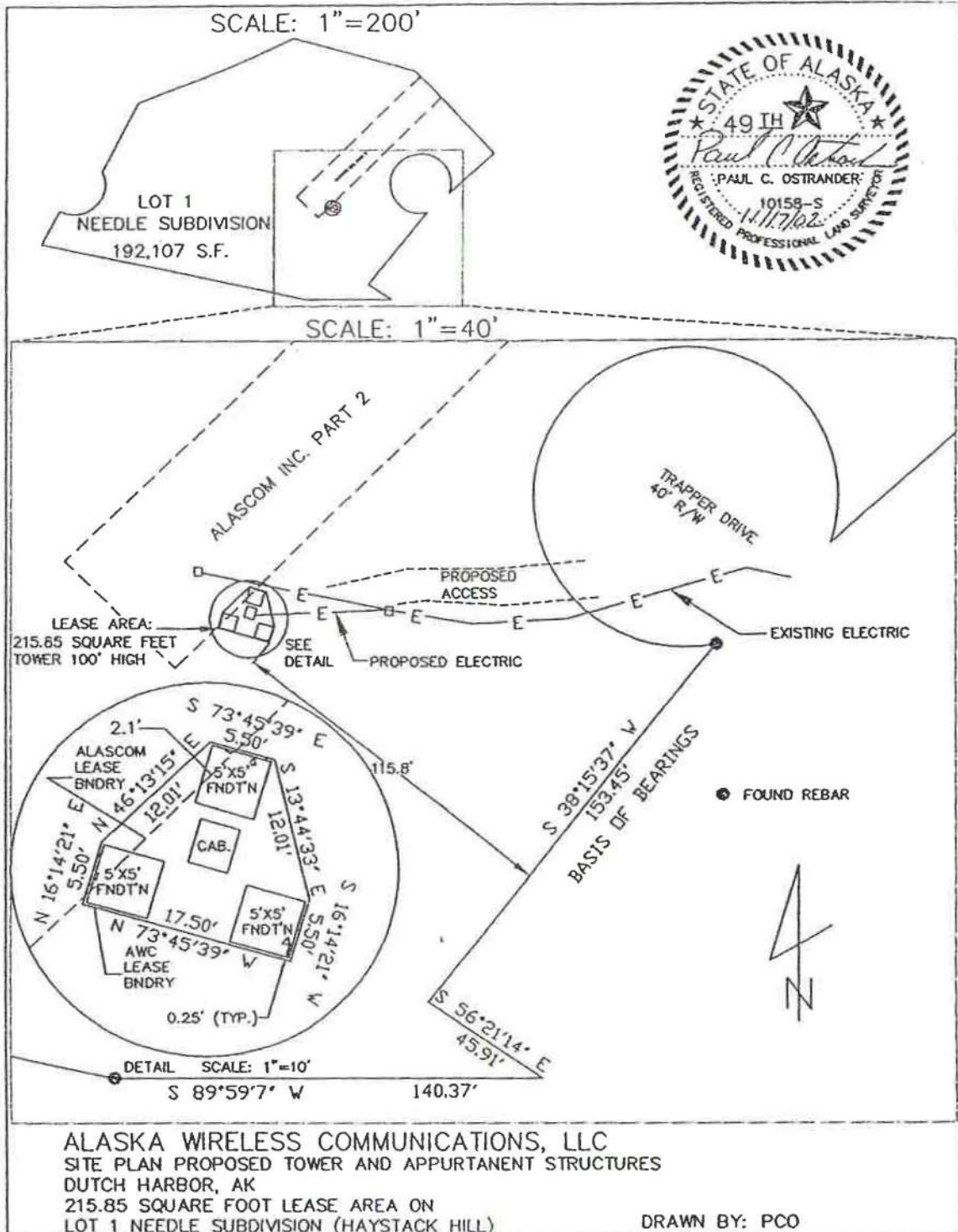
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 11th day of July, 2003, by the City Manager of the City of Unalaska, a first-class Alaska municipal corporation, on behalf of the City.



[Signature]
NOTARY PUBLIC in and for Alaska
My Commission Expires: 10/11/04

ATTACHMENT 'F'



ALASKA WIRELESS COMMUNICATIONS, LLC
METES AND BOUNDS DESCRIPTION OF LEASE BOUNDARY
CITY OF UNALASKA PROPERTY
UNALASKA, AK

The following is a description of the lease boundary for a cellular tower and appurtenant structures on Lot 1 Needle Subdivision, atop Haystack Hill, in Dutch Harbor, Alaska. This property will be leased to Alaska Wireless Communications, LLC from the City of Unalaska for purposes of constructing and maintaining the above-referenced cellular tower and the appurtenant structures.

Beginning at a 5/8" rebar capped with a yellow plastic cap stamped TNH, found at the angle point of the west boundary of said lot at the intersection of two property boundaries one bearing S 77-43-06 E 436.67' and the other bearing S 89-59-07 W 140.37',
Thence; N 12-24-31 E, 155.10' to the POB of this description, Corner 1 of said lease boundary,
Thence; N 16-14-21 E, 5.50' to Corner 2 of said lease boundary,
Thence; N 46-13-15 E, 12.01' to Corner 3 of said lease boundary,
Thence; S 73-45-39 E, 5.50' to Corner 4 of said lease boundary,
Thence; S 13-44-33 E, 12.01' to Corner 4 of said lease boundary,
Thence; S 16-14-21 W, 5.50' to Corner 5 of said lease boundary,
Thence; N 73-45-39 W, 17.50' to the P.O.B, Corner 1 of said lease boundary,

Containing 215.85 Square feet more or less.

Basis of bearings for the above description is from City of Unalaska provided lease drawing of Lot 1 Needle Subdivision. Bearing used for basis on above-referenced drawing is N 74-45-26 W along the northerly boundary of said Lot 1.

LEASE AGREEMENT AMENDMENT

This agreement made on this 21st day of February 2006 between the City of Unalaska, a first-class Alaska municipal corporation ("Lessor"), whose address is P.O. Box 610, Unalaska, AK 99685 and Alaska Wireless Communications, LLC an Alaskan corporation ("Lessee"), whose address is P.O. Box 920721, Dutch Harbor, AK 99692, amends the Lease Agreement dated July 11, 2003 and entered into by the Lessor and Lessee by adding the following new sections, and by making the amendments referenced therein:

38. Tsunami Warning Siren: Lessee shall permit Lessor to use Lessee's tower on the Leased Parcel (described in "I" of the first page of the Lease Agreement) ("the Haystack Hill site") for Lessor's Tsunami Warning Siren.
39. Term: Lessor's permission to use the Lessee's tower expires on the same day as the lease of the Haystack Hill site as set forth in Section 1 of the Lease Agreement.
40. Permit Fee: Lessor shall compensate Lessee for use of the tower for Lessor's Tsunami Warning Siren in an amount equal to the rent, and future adjustment thereto, provided for under Sections 2 and 3 of the Lease Agreement. It is the intent of the parties that Lessor's compensation for use of the tower shall be offset by Lessee's annual rental amount for the Haystack Hill site. Sections 2 and 4 of the Lease Agreement are amended accordingly such that Lessee shall no longer be obligated to make an annual rental payment to the Lessor for the term of the Lease. This amendment to the Lease Agreement does not in any way require Lessor to refund any prepaid rent.
41. Access: Lessor shall have reasonable access to Lessee's tower.
42. Notice Respecting Towers: Except in the case of an emergency, 72 hours prior to accessing the tower for repairs, maintenance, improvements, tests, or adjustments which may affect the other party's equipment on the tower, notice shall be given by telephone as follows: to Lessor at the Department of Public Safety 907-581-1233, to Lessee at Alaska Wireless 907-581-5071. In the event of an emergency, notice shall be given as soon as possible, but not more than 24 hours after the tower has been accessed. For the purposes of this section, an emergency includes any manner of problem with the Lessee's communication equipment or Lessor's Tsunami warning siren that arises unexpectedly and which interferes with or disrupts the communication equipment or the effectiveness of the Tsunami siren to give warning in the event of an anticipated or actual Tsunami.

By signing below we agree to modify and amend the July 11, 2003 Lease Agreement with the additional terms set forth above and as provided for in Section 34 of that agreement:

LESSEE: Alaska Wireless Communications, LLC

By: MBL M. HORNE

Its: PRESIDENT

LESSOR: City of Unalaska, a first-class Alaska Municipal Corporation

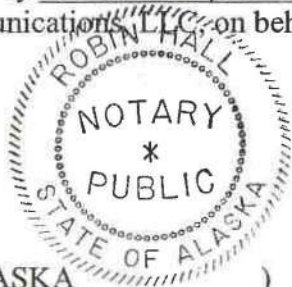
By: [Signature]

Its: City Manager

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

ss.

The foregoing instrument was acknowledged before me this 15th day of Feb, 2006 by Mark Horne the President of Alaska Wireless Communications, LLC on behalf of the LLC.

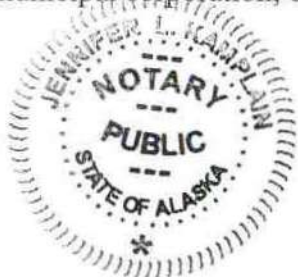


[Signature]
NOTARY PUBLIC in and for Alaska
My Commission Expires: 11-24-07

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

ss.

The foregoing instrument was acknowledged before me this 21st day of February, 2006 by Chris Hoduck the City Manager of the City of Unalaska, a first-class Alaska municipal corporation, on behalf of the City.



[Signature]
NOTARY PUBLIC in and for Alaska
My Commission Expires: 10/5/08

SECOND LEASE AGREEMENT AMENDMENT

This agreement made on this 28th day of August, 2006 between the City of Unalaska, a first-class Alaska municipal corporation ("Lessor"), whose address is P.O. Box 610, Unalaska, AK 99685 and Alaska Wireless Communications, LLC an Alaskan corporation ("Lessee"), whose address is P.O. Box 920721, Dutch Harbor, AK 99692, is the second amendment to the Lease Agreement dated July 11, 2003 and entered into by the Lessor and Lessee. The First Lease Agreement Amendment was made on February 21, 2006.

The Lease Agreement as already amended is further amended as follows:

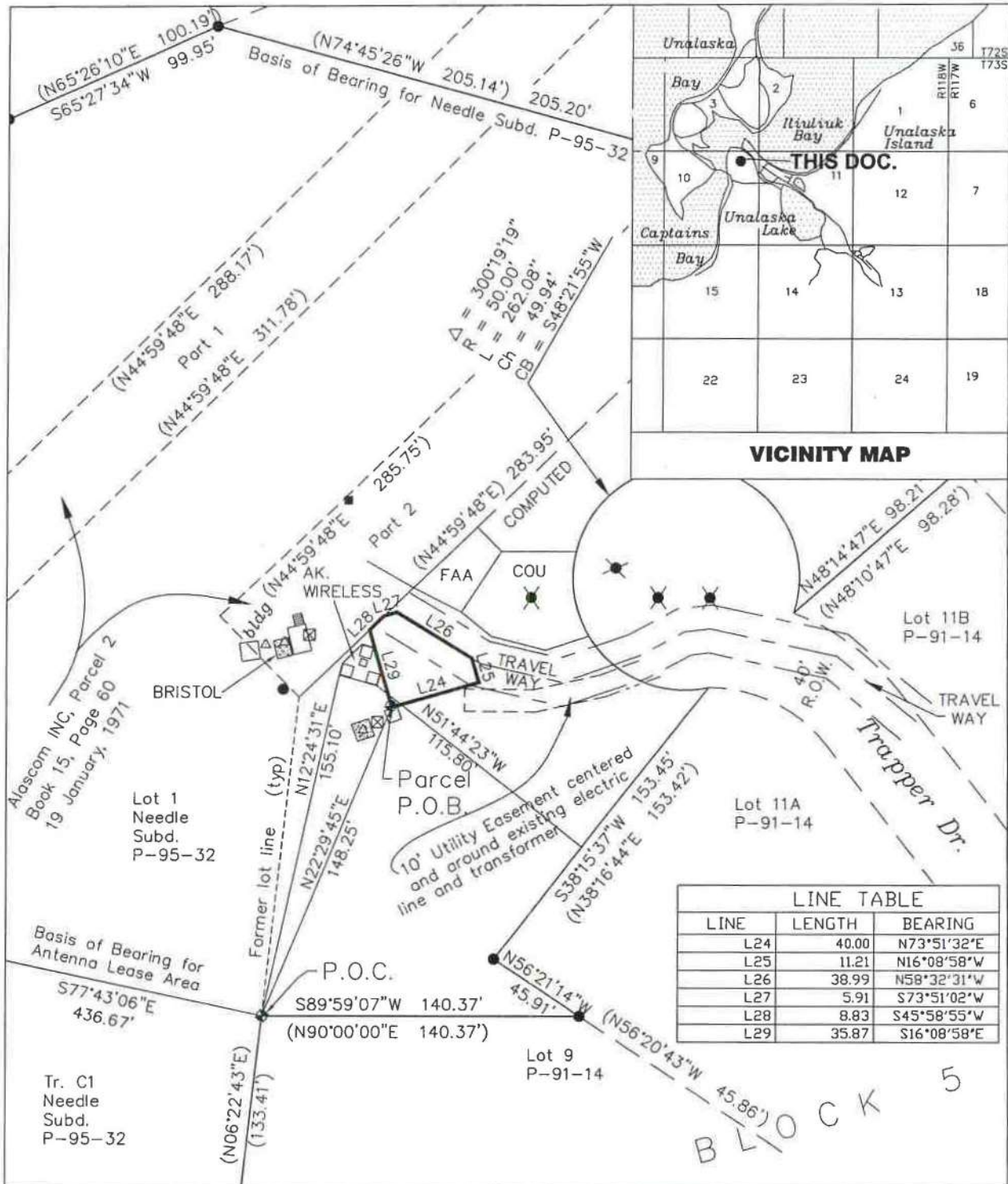
1. The description of the Leased Parcel in "I." on page 1 of the Lease Agreement is amended to include an additional 1,205.65 square feet as shown on the plan view attached to this amendment as exhibit A and the metes and bounds description attached as exhibit B. With the leased area added by this amendment the Leased Parcel encompasses a total of 1421.50 square feet.

2. Section 2 of the Lease Agreement is amended to read as follows: Rent: The Lessee shall pay to the Lessor ("Rent") in the amount of ONE THOUSAND, SIX HUNDRED TWENTY ONE AND 95/1000 DOLLARS (\$1,621.95) per year, in advance, on January 1 of each year. Of this Rent, ONE THOUSAND ONE HUNDRED THIRTY NINE AND 69/100 DOLLARS (\$1,139.69) is offset by the Permit Fee as described in Section 40 added to the Lease Agreement in the First Lease Agreement Amendment. This leaves FOUR HUNDRED AND EIGHTY TWO AND 26/1000 DOLLARS (\$482.26) Lessee is required to remit to Lessor annually. The Rent Lessee is required to remit to Lessor shall be pro-rated for the year that this amendment is entered into and is payable 30 days after this amendment becomes effective.

3. The FOUR HUNDRED AND EIGHTY TWO AND 26/1000 DOLLARS (\$482.26) Lessee is required to remit to Lessor shall be adjusted pursuant to Sections 3 and 4 of the Lease Agreement notwithstanding Section 40 added in the First Lease Agreement Amendment.

There are no other changes made to the Lease Agreement or the First Lease Agreement Amendment.

By signing below we agree to modify and amend the July 11, 2003 Lease Agreement with the additional terms set forth above and as provided for in Section 34 of that agreement:



VICINITY MAP

LINE TABLE		
LINE	LENGTH	BEARING
L24	40.00	N73°51'32"E
L25	11.21	N16°08'58"W
L26	38.99	N58°32'31"W
L27	5.91	S73°51'02"W
L28	8.83	S45°58'55"W
L29	35.87	S16°08'58"E

Exhibit 'A'



CITY OF UNALASKA Department of Planning P.O. Box 610 Unalaska, AK 99685	SCALE: N.T.S
	AK_Wireless_tower & lease_3.dwg
Alaska Wireless Original Tower Location from Lease Agreement with Proposed 1,205.65 SF Lease Parcel (To Allow Room For Travelway)	DWG BY: R. Glorso
	DATE: 8/8/2006
	PLOT AT: 1

Exhibit B

Beginning at a 5/8" rebar capped with a yellow plastic cap stamped TNH, found at the angle point of the west boundary of said lot at the intersection of two property boundaries one bearing S77°43'06"E a distance of 436.67 feet; and the other bearing S89°59'07"W a distance of 140.37 feet; said point being the Point of Commencement;

Thence N22°29'45"E a distance of 148.25 feet to the Point of Beginning;

Thence N73°51'32"E a distance of 40.00 feet (line 24);

Thence N16°08'58"W a distance of 11.21 feet (line 25);

Thence N58°32'31"W a distance of 38.99 feet (line 26);

Thence S73°51'02"W a distance of 5.91 feet (line 27);

Thence S45°58'55"W a distance of 8.83 feet (line 28);

Thence S16°08'58"E a distance of 35.87 feet (line 29) to the Point of Beginning;

Said lease parcel containing 1,205.65 square feet, more or less.

**Metes and Bounds Description for a Proposed Lease Parcel to Include
an Allowance for the Current Travelway**

Beginning at a 5/8" rebar capped with a yellow plastic cap stamped TNH, found at the angle point of the west boundary of said lot at the intersection of two property boundaries one bearing S77°43'06"E a distance of 436.67 feet; and the other bearing S89°59'07"W a distance of 140.37 feet; said point being the Point of Commencement;

Thence N22°29'45"E a distance of 148.25 feet to the Point of Beginning;

Thence N73°51'32"E a distance of 40.00 feet (line 24);

Thence N16°08'58"W a distance of 11.21 feet (line 25);

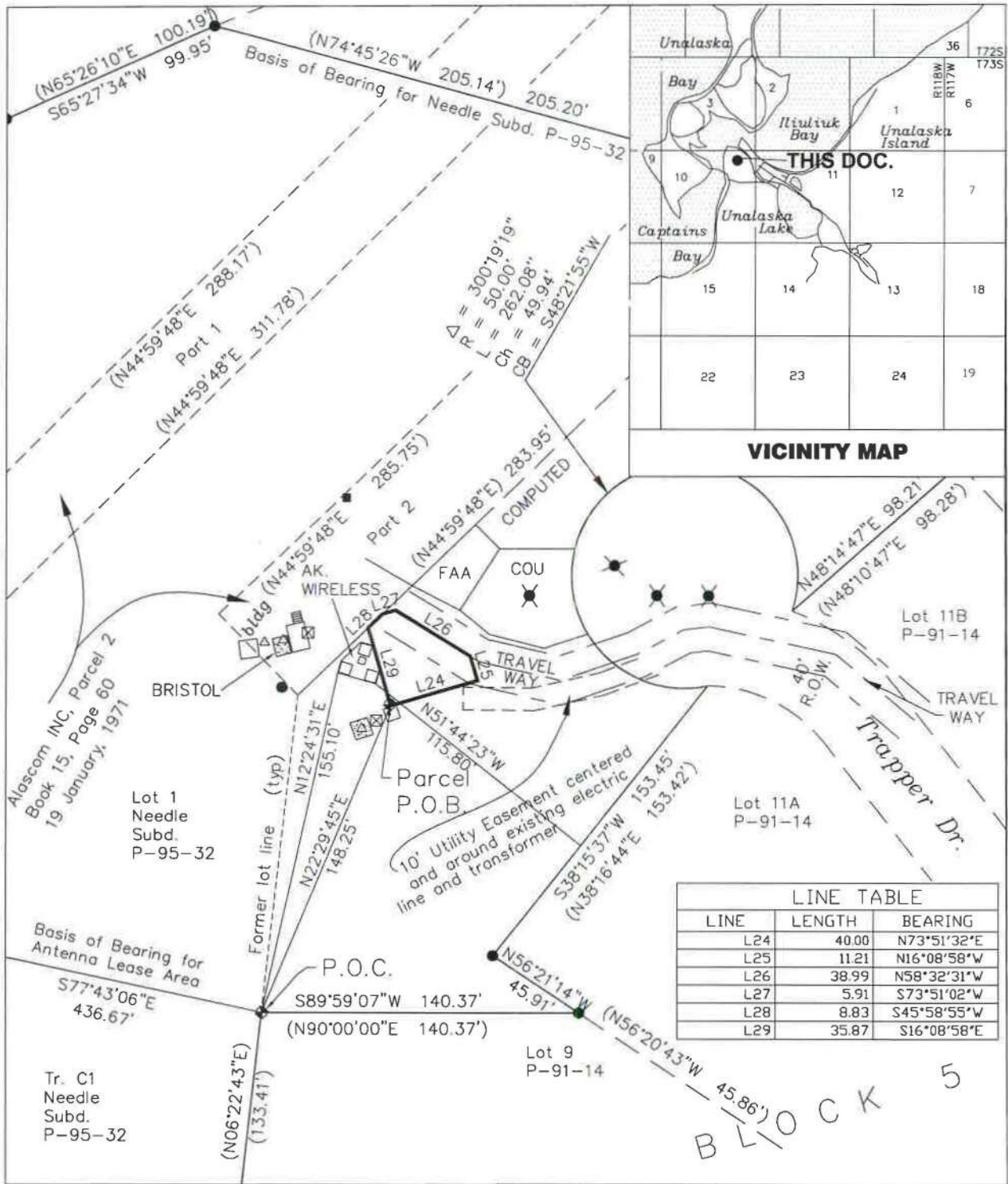
Thence N58°32'31"W a distance of 38.99 feet (line 26);

Thence S73°51'02"W a distance of 5.91 feet (line 27);

Thence S45°58'55"W a distance of 8.83 feet (line 28);

Thence S16°08'58"E a distance of 35.87 feet (line 29) to the Point of Beginning;

Said lease parcel containing 1,205.65 square feet, more or less.



LINE	LENGTH	BEARING
L24	40.00	N73°51'32"E
L25	11.21	N16°08'58"W
L26	38.99	N58°32'31"W
L27	5.91	S73°51'02"W
L28	8.83	S45°58'55"W
L29	35.87	S16°08'58"E

Exhibit 'A'



CITY OF UNALASKA Department of Planning P.O. Box 610 Unalaska, AK 99685	SCALE: N.T.S. AK_Wireless_tower &lease_3.dwg
	DWG BY: R. Glorso DATE: 8/8/2006 PLOT AT: 1

Alaska Wireless Original Tower Location from Lease Agreement with Proposed 1,205.65 SF Lease Parcel (To Allow Room For Travelway)

TRACT NAME: PROPOSED LEASE PARCEL
DESCRIPTION: Haystack Leases Page 31

DISTANCE UNITS: Feet

POINT OF BEGINNING: N=454.50000', E=532.50000'

TYPE	DIRECTION	DISTANCE	NORTHING	EASTING	DESCRIPTION
LINE	N 73°51'32" E	40.00'	465.62016'	570.92320'	
LINE	N 16°08'58" W	11.21'	476.38781'	567.80521'	
LINE	N 58°32'31" W	38.99'	496.73568'	534.54586'	
LINE	S 73°51'02" W	5.91'	495.09185'	528.86907'	
LINE	S 45°58'55" W	8.83'	488.95602'	522.51924'	
LINE	S 16°08'58" E	35.87'	454.50147'	532.49625'	

Area: 1,205.65 Sq. Feet, 0.028 Acres (Un-balanced)

Perimeter: 140.81'

Closing line: S 68°37'51" E, 0.00'

Error in closure: 1:34964

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

LAND LEASE OFF AIRPORT

Lease No: DTFAAL-04-L-00008

Geographical Location: Unalaska, Alaska

THIS LEASE is hereby entered into by the City of Unalaska whose address is P.O. Box 610, Unalaska, Alaska, 99685 hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (AUG-02):

The Lessor hereby leases to the Government the following described property, located within protracted Section 10, T. 73 S., R 118 W., Seward Meridian, Unalaska, Aleutian Island Recording District, herein after referred to as the premises, viz:

LEGAL DESCRIPTION

Haystack Hill RCO Tract

Proceed N 06° 22' 43" E, a distance of 142.44 feet more or less, to the most southerly corner of Parcel 2, Part 2;
thence N 45° 59' 48" E, a distance of 70.01 feet along the most southerly line of said parcel to a point, said point being the True Point of Beginning for this description;
thence along said line N 45° 59' 48" E, a distance of 38.94 feet to a point;

thence S 45° 00' 12" E, a distance of 15.12 feet to a point;
thence S 32° 41' 44" W, a distance of 32.42 feet to a point;
thence N 62° 44' 28" W, a distance of 23.84 feet to the True Point of Beginning.

Containing approximately 679 square feet, more or less, as shown on the attached drawing (marked as Exhibit A) made a part hereof.

Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining an underground line or underground lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

A. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

B. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (AUG-02):

To have and to hold, for the term commencing on September 1, 2004 and continuing through September 30, 2024 inclusive.

3. CONSIDERATION:

The Government shall pay the Lessor for the premises for and in consideration of \$270.10 annually, in arrears, lawful money of the United States of America, in hand paid, the receipt of which is hereby acknowledged for the term set forth in Article 2 above, and without cost for each annual renewal exercised by the Government hereafter.

4. CANCELLATION (AUG-02):

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination

is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail, return receipt requested and mailed at least 30 days before the effective termination date.

5. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT (NOV-97):

Payments by the Government under this contract will be made by electronic funds transfer (EFT). At the option of the Government payments may be made by check or other means. When payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The Government is not required to make any payment under this contract until after receipt, by the Contracting Officer of the correct EFT payment information. However, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the lessor (vendor) shall provide the information required to make contract payment by EFT, directly to the Government payment office named in this contract. A single bank or financial agent must be designated, capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the contractor shall be responsible for providing the changed information to the designated payment office. The lessor shall pay all fees and charges for receipt and processing of EFTs.

The Government will make payments by EFT through an Automated Clearing House (ACH). However, the Federal Reserve Wire Transfer System may be used at the Government's option. The attached form "Vendor/Miscellaneous Payment Information Form" must have the sections "Payee/Company Information" and "Financial Institution Information" completed prior to award. Do not complete the Vendor/Miscellaneous Payment Information Form until instructed to do so.

The Lessor agrees that the lessor's bank or financial agent may notify the Government of a change to the routing transit number, contractor account number, or account type.

6. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the

premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

7. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

8. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such

transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

9. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO LESSOR:

The City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685

TO GOVERNMENT:

Federal Aviation Administration
Acquisition and Real Estate Branch
222 W. 7th Avenue, #14
Anchorage, Alaska 99513-7587

10. PROTEST AND DISPUTES (OCT-96)

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C.46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a Lessor or Offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction, which forms the basis of the protest. Unless otherwise stated in this contract, a dispute by the Lessor against the government shall be submitted to the Real Estate Contracting Officer within 1 year after the accrual of the contract dispute. Information relating to submitting a protest or dispute will be provided by the Contracting Officer upon request.

11. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail, return receipt requested and mailed at least 30 days before the effective termination date.

5. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT (NOV-97):

Payments by the Government under this contract will be made by electronic funds transfer (EFT). At the option of the Government payments may be made by check or other means. When payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The Government is not required to make any payment under this contract until after receipt, by the Contracting Officer of the correct EFT payment information. However, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the lessor (vendor) shall provide the information required to make contract payment by EFT, directly to the Government payment office named in this contract. A single bank or financial agent must be designated, capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the contractor shall be responsible for providing the changed information to the designated payment office. The lessor shall pay all fees and charges for receipt and processing of EFTs.

The Government will make payments by EFT through an Automated Clearing House (ACH). However, the Federal Reserve Wire Transfer System may be used at the Government's option. The attached form "Vendor/Miscellaneous Payment Information Form" must have the sections "Payee/Company Information" and "Financial Institution Information" completed prior to award. Do not complete the Vendor/Miscellaneous Payment Information Form until instructed to do so.

The Lessor agrees that the lessor's bank or financial agent may notify the Government of a change to the routing transit number, contractor account number, or account type.

6. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the

15. OFFICIALS NOT TO BENEFIT (OCT-96):

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

16. RESTORATION (OCT-96):

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within 180 days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

(a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b) and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

(b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement.
(10/96)

17. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

18. LEASE SUCCESSION (AUG-02): This lease supersedes Lease No. DTFA04-99-L-17937 and all other previous agreements between the parties for the leased property described in this document.

19. SIGNATURE BLOCK (AUG 02):

IN WITNESS WHEREOF, the parties hereto have signed their names:

LESSOR:

(Signature) Date: _____

(Official Title)

State of Alaska)
Third Judicial District) ss.

THIS IS TO CERTIFY that on this ____ day of _____ 2004, before me a Notary Public in and for the State of Alaska, personally appeared _____, known to me to be the identical individual described in and who executed the foregoing instrument, as the City of Unalaska representative which executed the above and foregoing instrument; who on oath stated that he/she as duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he/she the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Notary Public in and for Alaska
My Commission Expires: _____

(seal)

UNITED STATES OF AMERICA:

_____ Date: _____

(Signature)
Nora Braman-Knox

Real Estate Contracting Officer
(Official Title)

United States Federal Aviation Administration Acknowledgement

State of Alaska)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this ____ day of _____ 2004, before me a Notary Public in and for the State of Alaska, personally appeared Nora Braman-Knox, known to me to be the identical individual described in and who executed the foregoing instrument, as the Real Estate Contracting Officer for the **United States: Federal Aviation Administration**, and acknowledged to me that she signed and sealed the same in the name of and for and on behalf of said **United States Federal Aviation Administration**, freely and voluntarily and with authority to do so for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Notary Public in and for Alaska
My Commission Expires: _____

(seal)

DTFAAL-04-L-00008
Page 10 of 10

LEASE AGREEMENT

This Lease Agreement is made and entered into this 14th day of October 2014, between the City of Unalaska, a first-class Alaska municipal corporation ("Lessor"), whose address is P.O. Box 610, Unalaska, Alaska 99685, and TelAlaska Cellular, Inc., an Alaskan corporation ("Lessee"), whose address is 201 E. 56th Avenue, Anchorage, AK 99518.

NOW THEREFORE, the Lessor and the Lessee, in consideration of the mutual covenants and conditions stated in this Lease, agree as follows:

Leased Parcel: The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the following parcel of land (collectively "Parcel") located within, Plat File No. 95-32, City of Unalaska, Aleutian Islands Recording District, Third Judicial District, State of Alaska, more particularly described as follows, with the right of vehicular access to and from the Premises across Tract C and Lot 1, Needle Subdivision:

From the northwestern most corner lot corner of Lot 9, Block 5, Haystack Hill Subdivision, P-91-14 and the same point as shown on Needle Subdivision, thence heading N 06 22 43 E, 142.44 feet to a point being the True Beginning of the bounded area of lease; Thence heading S 06 22 43 W, 120 feet, then turning N 45 00 12 W, 186 feet, then turning N 44 39 48 E, 155 feet, then turning S 45 00 12 E, 70 feet, then turning S 45 59 48 W, 55 feet, then turning S 45 00 12 E a distance of 50 feet to the point of True Beginning, comprising 19,150 square feet.

A plan view of the Premises is attached as Exhibit A which shows the leased parcel and the location in Needle Subdivision.

EXCEPTING AND RESERVING THEREFROM, to the Lessor and its assigns during the term of this Lease, the following specific interests, which shall be in addition to and not in derogation of any general reservations to the Lessor which may be stated elsewhere in this Lease: easements, rights of way and reservations of record.

1. **Term:** The term of this Lease shall be for a period of 20 year(s) commencing on the October 14, 2014 and ending on December 31, 2034 unless sooner terminated as herein provided.

Early Termination by Lessee: Lessee shall have the option to terminate this lease at any time prior to the expiration of the initial term subject to the following conditions:

(a) Lessee shall give Lessor written notice of its intent to so terminate this lease no less than ninety (90) days prior to the date of termination; and

(b) Lessee shall pay a termination fee to Lessor equal to one year's rent at the then-existing rental rate.

2. Rent: The Lessee shall pay to the Lessor ("Rent") in the amount of Ten Thousand Eight Hundred Dollars (\$10,800) per year, in advance, on January 1 of each year, based on the market rate for tower and cell site leases as determined by the City Assessor.

3. Adjustments to Rent: Commencing at the end of the fifth (5th) year of the term, and continuing at the end of every five (5) years thereafter the Rent shall be adjusted upward or downward, but not less than Nine Thousand Six Hundred Dollars (\$9,600), in accordance with the market rate for tower and cell site leases as determined by the City Assessor.

4. Payment of Rent: Rent payments shall be made payable to the City of Unalaska and delivered to the City of Unalaska Finance Department, P.O. Box 610, Unalaska, Alaska 99685, or to any other address which Lessor may designate in writing.

5. Interest on Delinquent Payments: All unpaid rents and fees shall accrue interest at the rate of ten and one-half per cent (10.5%) per annum beginning thirty (30) days after payment is due.

6. Use of Parcel: The Lessee shall use and occupy the Parcel in compliance with all applicable laws, regulations, ordinances and orders which a public authority has promulgated or may promulgate, including those of a building or zoning authority and those relating to pollution and sanitation control. The Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Parcel. The Lessee shall properly locate itself and its improvements on the Parcel, and shall not commit waste of the Parcel, whether ameliorated or otherwise. Notwithstanding such laws, regulations, ordinances and orders, the Lessee shall maintain the Parcel in a reasonably neat and clean condition, and take all prudent precautions to prevent or suppress pollution of the ground, surface water, air, or land, and to prevent erosion or destruction of the land.

(a) Lessee may use the Parcel for any lawful purpose in connection with its telecommunication operations or any business purpose of TelAlaska Cellular Inc.

(1) All equipment on the Parcel, including, but not limited to, antennas placed on the Parcel shall not interfere with other equipment which is located on or about the same general site.

(2) All antennas and equipment shall be grounded to meet the National Electrical Code (NEC). The antenna/equipment facilities wind support guide lines shall include anti-reflective insulators as to prevent any Electro Magnetic Interference (EMI) with any other equipment on or about the site. The lessee will investigate any and all interference reports sent in written form. The Lessee will maintain technical support to correct any and all reports of interference by the Lessee's equipment. The Lessee will install any equipment necessary to

filter, tune, and isolate any interference developed by the installed equipment.

(3) All towers shall be designed to prevent the climbing of the tower by the general public.

7. Quiet Enjoyment: Lessor covenants and agrees that Lessee, upon performance of all of Lessee's obligations under this Lease, shall lawfully, quietly and exclusively hold, occupy and enjoy the Parcel during the term of this Lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, provided, however, that Lessor expressly reserves the right, without compensation or adjustment of rentals to Lessee, to grant surface, underground or overhead easements or rights-of-way for public improvements and purposes in or upon the Parcel if the exercise of this right will not unreasonably interfere with Lessee's improvements and use of the Parcel.

8. Alterations And Improvements: Upon receiving written permission from Lessor, Lessee may make alterations, additions and improvements to the Parcel, at Lessee's sole cost and expense. Lessor's consent shall not be unreasonably withheld. Lessee shall remove all improvements and personal property of Lessee from the Parcel at the end of the Lease term and the Parcel shall be restored to the condition prevailing on the effective date of this Lease.

9. Title To Improvements. All buildings, structures, fixtures and permanent improvements placed or attached on or about the Parcel by Lessee shall remain the property of Lessee until such time as the expiration or termination of this Agreement.

10. Removal Of Improvements And Chattels After Termination:

(a) Lessee shall, within three (3) months after termination of this Agreement, remove all improvements and chattels from the Parcel provided that Lessor first determines that such removal will not cause injury or damage to the Parcel or seriously impair its redisposal.

(b) If any improvements or chattels having an appraised value exceeding \$20,000.00 as determined by the Lessor, are not removed from the Parcel within the time allowed, they shall, upon thirty (30) days prior written notice to Lessee, be sold at public auction under the direction of Lessor.

(c) Any chattels or improvements having a total appraised value of \$20,000.00 or less, as determined by the Lessor, and which are authorized for removal by Lessor but are not removed within the time allowed, shall become the absolute property of the Lessor.

(d) Lessee shall reimburse Lessor for damages to the Parcel caused by the removal of fixtures and improvements.

11. Encumbrance of Parcel: The Lessee, during the term of this Lease, shall not encumber or cloud the Lessor's reversionary interest in the Parcel, without the prior written consent

of the Lessor, which shall not be unreasonably withheld; and any such act or omission, without the prior written consent of the Lessor, shall be voidable by the Lessor.

12. Assignment of Lease and Sublease of Parcel: The Lessee may not assign this Lease or sublet the Parcel, without the prior written consent of the Lessor, which shall not be unreasonably withheld. No assignment of this Lease shall be approved until the assignee agrees to be subject to and governed by the provisions of this Lease in the same manner as the original Lessee to the extent that they may be applicable to the sublease except for the payment of Rent and other monetary obligations. No such assignment or sublease will be effective until approved by the Lessor in writing or shall annul the Lessee's obligation to pay the rent herein required for the full term of this Lease. Except as permitted by the Lessor, no subdivision of the Lessee's leasehold interest, including any exposed airspace thereon, shall occur.

13. Denial of Warranty Regarding Conditions: The Lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the natural, social, economic, or environmental conditions of the Parcel, including, without limitation, the soil, water and drainage conditions, natural or artificial hazards, and the profitability or fitness of the Parcel for any use.

Lessee represents and warrants that it has independently inspected the Parcel and made all tests, investigations and observations necessary to satisfy itself of the condition of the Parcel. Lessee shall and is relying solely on such independent inspection, tests, investigations and observations in making this Agreement. Lessee accepts and shall be responsible for any risk of harm to any person and property, including but not limited to, employees of Lessee, from any latent defects in the Parcel.

14. Agreement to Terms of Lease: The Lessor and the Lessee agree and recognize that each of the covenants and conditions in this Lease and any attachments thereto are merged and incorporated into this agreement and shall be binding upon themselves and upon their respective successors, successors in interest and assigns and shall inure to their benefit. The Lessor and the Lessee further agree and recognize that this Lease shall be conditioned upon satisfactory performance by the Lessor and the Lessee of all covenants and conditions contained herein.

15. Utilities and Services: Lessee shall, at its expense, procure and timely pay for all services and utilities and hook-ups therefor which are necessary or appropriate for its operation or use of the Parcel.

16. Easements: Lessor reserves the right to make grants to third parties or reserve to the Lessor easements through, on or above the Parcel for the purpose of providing water, sewer or electric services to the Parcel or to adjacent properties, or for the purpose of providing reasonable public access to public waters, provided that no such easement or may be granted or reserved which unreasonably interferes with the Lessee's use of the Parcel.

17. Access: The Lessor makes no representations or warranty that it will construct or maintain access to the Parcel.

18. Valid Existing Rights: This Lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land of record on the date of execution of this Lease.

19. Inspection: The Lessor shall have reasonable access to the Parcel for purposes of inspection regarding the faithful performance by the Lessee of the covenants and conditions of this Lease and for the performance of other lawful requirements.

20. Acquisition of Rights or Interests: Any right or interest acquired during the term of this Lease and accruing to the benefit of the Parcel shall remain appurtenant to the Parcel during that term, and shall not be severed or transferred from the Parcel without the prior consent of the Lessor. In the event of termination or forfeiture of this Lease, any such right or interest shall revert to the Lessor along with the Parcel.

21. Environmental Indemnification: If any hazardous substances are released or discharged on or from the Parcel to, on or about the Parcel or other properties, including, but not limited to, the surface or subsurface waters adjacent to the Parcel during the term of this Agreement, Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, but not limited to, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, or restorative work required by any federal or state agency due to the presence of hazardous substances in the soil or groundwater on or under the Parcel or other affected properties, whether such losses arise during or after the term of this Agreement, but only to the extent that such release or discharge is not caused by the fault of Lessor or its agents, representatives, contractors or employees.

22. Hazardous Substances: Lessor represents and warrants to Lessee that, to the best of its information, knowledge and belief, no hazardous substances have been released, discharged or spilled on the Parcel; however, Lessor does not represent, warrant or guarantee that this is necessarily the case. Otherwise, Lessor has made no express or implied representations or warranties to Lessee with respect to the release, discharge or spillage of any hazardous substances in, on or about the Parcel. Lessee hereby releases and discharges Lessor, its affiliates and all of their respective past, present and future officials, employees, agents, attorneys, insurers and representatives, with prejudice, from any and all claims, obligations or liabilities which have arisen, resulted from or are based upon, or may in the future arise out of, result from or be based upon, in whole or in part, the past release, discharge or spill of any hazardous substances or other environmental pollution in, on or about the Parcel, regardless of whether such claim, obligation or liability, or the type or extent thereof, is now known or foreseeable; provided, however, that such release and discharge shall be inapplicable to claims, obligations and liabilities that are based upon a material breach of the representations and warranties made by Lessor in this Section.

23. Definition of Hazardous Substance: Hazardous substance, as such term is used in this Agreement, includes: (a) (1) crude oil, (2) petroleum, (3) diesel fuel, (4) marine fuel, (5) heating oil, (6) gasoline, (7) motor oil, (8) kerosene, (9) aviation fuel, (10) other petroleum products, additions and derivatives, (11) urea formaldehyde foam insulation, (12) asbestos, and (13) polychlorinated biphenyls; and (b) any other (1) pollutant, (2) contaminant or (3) toxic, flammable, explosive, radioactive, noxious, hazardous, extremely hazardous, dangerous or potentially dangerous waste, material or substance, the response to which or the remediation or removal of which is required, or the manufacture, preparation, production, use, maintenance, treatment, storage, transfer, disposal, handling, processing or ownership of which is restricted, prohibited, regulated or penalized by any federal or state law or regulation as now or hereafter in effect.

24. Erosion Prevention: Lessee shall prevent unwarranted erosion of the Parcel that is caused by Lessee's use or occupancy of the Parcel. Any such erosion shall be repaired in a manner satisfactory to Lessor at Lessee's sole expense.

25. Waiver or Forbearance: The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of the Lessor to enforce a condition or covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing, shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, or the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease, nor destroy or in any manner or impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.

26. Bankruptcy: In the event Lessee becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of a bankruptcy proceeding, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceedings, or in the event of any judicial sale of Lessee's interest under this Lease, Lessor shall have the right to declare this lease in default.

27. Breach and Remedies:

(a) Time is of the essence of this Lease. If the Lessee shall materially breach any of the terms, covenants, conditions or stipulations contained in this Lease or attached hereto which are applicable to it, and said breach shall not be completely cured within 60 days after written notice of such breach has been served by the Lessor upon the Lessee and each holder of a security interest in the Lessee's interest under this Lease that has notified the Lessor of such security interest, the Lessee shall be subject to such legal rights and remedies as the Lessor shall have available to it under applicable law, including, but not limited to, the termination of this Lease; provided, however, that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lessee may be in material breach of this Lease. In the event that this Lease is terminated by the Lessor for a material breach by the Lessee of this Lease, all rents paid by the Lessee shall be forfeited to and retained by the Lessor, not as a penalty, but as liquidated damages for such breach. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to such termination.

(b) If the Lessee fails to completely cure a material breach of this Lease by it within the time allowed in (a) of this paragraph, any holder of a security interest in the Lessee's interest under this Lease who has notified the Lessor such security interest may cure or remedy such breach if the breach can be cured by the payment of money or, if this cannot be done, by performing, or undertaking in writing to perform, the Lessee's obligations which are the subject of such breach that are capable of performance by the holder. The holder shall act within 60 days from the date of receipt of notice under (a) of this paragraph, or within any additional period, which the Lessor may allow for good cause.

(c) In the event that this Lease is terminated, or in the event that the Parcel is abandoned by the Lessee during the term of this Lease, the Lessor may immediately, or at any time thereafter, enter or reenter and take possession of such Parcel and without liability for any damage there for, remove all persons and personal properties therefrom, either by summary

proceedings or by suitable action at law; provided, however, that the words "enter" and "re-enter" as used herein are not restricted to their technical legal meaning. Any entry or re-entry, possession, repossession, or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release or discharge the Lessee, either in whole or part, for any monetary liability under the Lease.

28. Indemnification: To the fullest extent allowed by law, Lessee shall defend indemnify and hold harmless Lessor from and against all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims arising out of or in connection with the use or occupancy of the Parcel by Lessee or by any other person holding under Lessee from any accident or fire on the Parcel and from any nuisances made or suffered thereon; and from any failure by Lessee to keep the Parcel in a safe and lawful condition except to the extent that such claims or demands are caused by the fault of Lessor or its agents, representatives, employees or contractors.

29. Surrender of Leasehold: Upon the expiration or sooner termination of this Lease, the Lessee shall quietly and peaceably leave, surrender and yield up unto the Lessor all of the Parcel. In the event that Lessee remains in possession of the Parcel after the expiration of this Agreement with Lessor's permission, Lessee shall be deemed to be occupying the Parcel as a month-to-month tenant, subject to all of the terms and conditions of this Agreement and the law, to the extent that they may be applicable to a month-to-month tenant.

30. Required Insurance: The following insurance coverage is required to be furnished by the Lessee and is subject to annual review and adjustment by the Lessor, who may require reasonable increases in such coverage based on increased risks. Proof of the following coverage must be shown prior to execution of this Lease.

The insurance policies must be written by a company or companies that are on the Alaska Division of Insurance's "admitted list" or "surplus lines insurance list". The broker/agent must be licensed to do business in the State and, if surplus lines insurance is provided, the broker must have a surplus broker license.

(a) Comprehensive (Commercial) General Liability Insurance. Such insurance must have coverage limits of not less than \$1,000,000 combined single limits per occurrence and not less than two million dollars (\$2,000,000) aggregate limits and shall include Parcel operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

The policies evidencing such coverage shall contain, or be endorsed to contain, the following provisions:

(1) The Lessor, its officers, its agents and its employees are to be covered as additional insureds with respect to liability arising out of use of the Parcel or operations of the Lessee with respect to the Parcel.

(2) The Lessee's insurance coverage shall be primary insurance with respect to the Lessor, its officers, agents, and employees. Any insurance or self insurance maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute to it.

(3) Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit brought except with the respect to the limits of insurer's liability.

(4) That, as respects the interests of Lessor, such insurance shall (A) not be invalidated by any action or neglect of any person other than Lessor and (B) insure Lessor regardless of any misrepresentation, breach or non-observance of any warranty, declaration or condition contained in any applications by Lessee for, or policy evidencing, such insurance; and

(5) That no such insurance shall be canceled or materially changed as respects the interests of Lessor on less than thirty days prior written notice to Lessor;

(b) Workers' Compensation and the Employer's Liability Coverage. The Lessee shall be covered with workers compensation insurance and employer's liability insurance in the required statutory amounts.

31. Notices: All notices required or permitted under this Lease shall be personally delivered or sent by certified mail, postage prepaid, to the parties at the following addresses:

If to Lessee:

Dave Goggins, General Manager
TelAlaska Cellular Inc.
201 E. 56th Avenue
Anchorage, AK 99518

If to Lessor:

Chris Hladick, City Manager
City of Unalaska
P.O. Box 610
Unalaska, AK 99685

Any notice or demand which must be given or made by the Lessor or the Lessee shall be in writing and shall be complete if personally delivered or sent by United States certified mail to the address shown in the Lease Agreement, or to such other address as each of the parties may designate in writing from time to time. A copy of any such notice shall be forwarded to the Lessor, and to the holder of any security interest in the Lessee's interest in the Lease has properly given notice of its security interest in the Lease to the Lessor.

32. Integration and Modification: This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.

33. Amendments: This Lease may not be modified or amended except by a document signed by both parties hereto, and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties hereto.

34. Severability of Clauses of Lease Agreement: If any clause, or provision, herein contained, shall be adjudged to be invalid or unenforceable, it shall not affect the validity or enforceability of any other clause or provision of this Lease or give any cause of action in favor of either party as against the other.

35. Applicable Law: This Lease shall be governed by the laws of the State of Alaska. The venue for any dispute between the parties shall lie exclusively with the courts for the Third Judicial District for the State of Alaska at Anchorage, or, alternatively, with the United States District Court for the District of Alaska at Anchorage, unless a nonwaivable federal or Alaska law should require to the contrary.

36. Effective Date: This Lease shall not be effective until and unless approved by the City Council of Lessor and the Board of Directors of Lessee. This Lease shall become effective upon the occurrence of the last such approval.

EFFECTIVE DATE: October 14, 2014.

IN WITNESS WHEREOF, the Lessor and Lessee have each caused this lease to be duly executed as of the date first written above.

LESSEE: TelAlaska Cellular Inc.

Dated: 10-4-14

BY [Signature]
Dave Goggins, General Manager

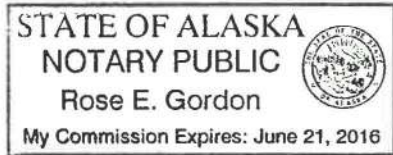
STATE OF Alaska)

) ss.

Third Judicial District)

The foregoing instrument was acknowledged before me this 4 day of October, 2014 by Dave Goggins, General Manager of TelAlaska Cellular, Inc. of Anchorage, Alaska, on behalf of the corporation.

[Signature]



Notary Public, State of ~~Washington~~ Alaska

My Commission expires June 21, 2016

LESSOR: CITY OF UNALASKA

Dated: 10/14/14

BY [Signature]
Chris Hladick, City Manager
Patrick Jordan, Acting City Manager

STATE OF ALASKA)

) ss.

Third Judicial District)

The foregoing instrument was acknowledged before me this 14 day of October 2014, by Patrick Jordan, Acting City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

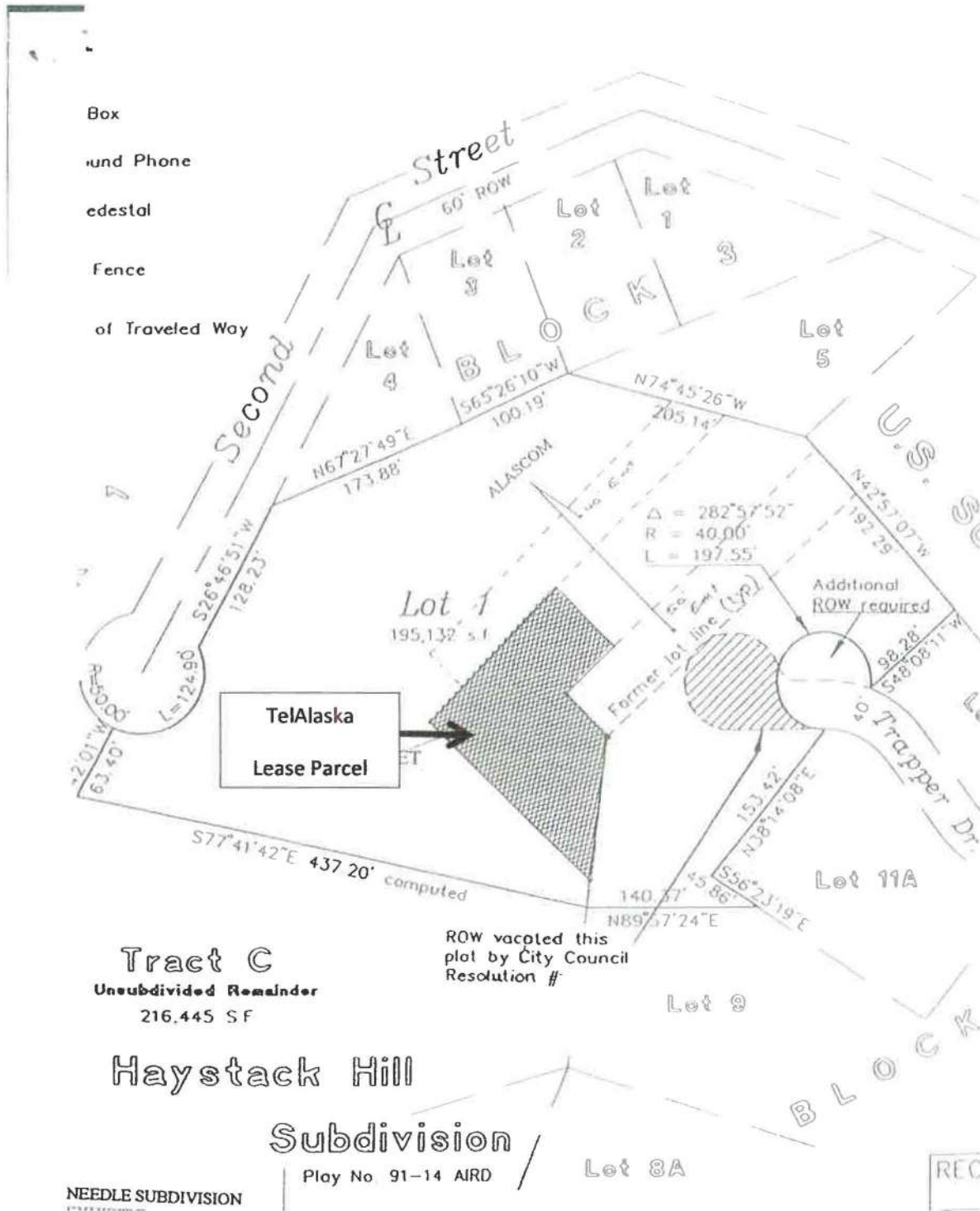
[Signature]



Notary Public, State of Alaska

My Commission expires March 6, 2016

Exhibit A



After recording in the Aleutian Islands Recording District, return to:

City of Unalaska
Attn: Department of Planning
P. O. Box 610
Unalaska, Alaska 99685

UNAVCO Lease
June 19, 2017 – June 19, 2022

LEASE AGREEMENT

This Lease Agreement is made and entered into this 11th day of November 2017, between the City of Unalaska, a first-class Alaska municipal corporation ("Lessor"), whose address is P.O. Box 610, Unalaska, Alaska 99685, and UNAVCO, Inc. ("Lessee"), whose address is 6350 Nautilus Drive, Boulder CO 80301.

NOW THEREFORE, the Lessor and the Lessee, in consideration of the mutual covenants and conditions stated in this Lease, agree as follows:

Leased Parcel: The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the following parcel of land (collectively "Parcel") located within a portion of Lot 1, Needle Subdivision, Plat File No. 95-32, City of Unalaska, Aleutian Islands Recording District, Third Judicial District, State of Alaska, more particularly described as shown in the shaded area of Exhibit A.

EXCEPTING AND RESERVING THEREFROM, to the Lessor and its assigns during the term of this Lease, the following specific interests, which shall be in addition to and not in derogation of any general reservations to the Lessor which may be stated elsewhere in this Lease: easements, rights of way and reservations of record.

1. Term: The term of this Lease shall be for a period of 5 year(s) commencing on the 19th day of June, 2017 and ending on the 19th day of June, 2022, unless sooner terminated as herein provided.
2. Rent: The Lessee and Lessor agree to the following terms for exchange of services, to be considered 'rent':
 - a. Lessor shall provide lessee, free of charge, electrical power for the GPS Station and associated hardware not to exceed 180 kWh per year.
 - b. Lessee shall pay for electrical power used in excess of 180 kWh per year.
 - c. Lessee shall provide Lessor access to the RTK signal generated by Lessee's equipment, free of charge.
3. Use of Parcel: The Lessee shall use and occupy the Parcel in compliance with all applicable laws, regulations, ordinances, and orders which a public authority has promulgated or may promulgate, including those of a building or zoning authority and those relating to pollution or sanitation control. The Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Parcel. The Lessee shall properly locate itself and its improvements on the Parcel, and shall not commit waste of the Parcel, whether ameliorated or otherwise. Notwithstanding such laws, regulations, ordinances, and orders, the Lessee shall maintain the Parcel in a reasonably neat and clean condition, and take all prudent precautions to prevent or suppress pollution of the ground, surface water, air, or land, and to prevent erosion or destruction of the land.
 - a. Lessee may use the Parcel for any lawful purpose in connection with its one GPS Station and associated hardware.
 - i. All equipment on the Parcel shall not interfere with other equipment which is located on or about the same general site.
 - ii. All equipment shall be grounded to meet the National Electric Code (NEC). The antenna/equipment facilities wind support guide lines shall include anti-

UNAVCO Lease
June 19, 2017 – June 19, 2022

- reflective insulators as to prevent any Electromagnetic Interference (EMI) with any other equipment on or about the site. The Lessee will investigate any and all interference reports sent in written form. The Lessee will maintain technical support to correct any and all reports of interference by the Lessee's equipment. The Lessee will install any equipment necessary to filter, tune, and isolate any interference developed by the installed equipment.
- iii. All towers shall be designed to prevent the climbing of the towers by the general public.
4. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon performance of all of Lessee's obligations under this Lease, shall lawfully, quietly, and exclusively hold, occupy, and enjoy the Parcel during the term of this Lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, provided, however, that Lessor expressly reserves the right, without compensation or adjustment of rentals to Lessee, to grant surface, underground, or overhead easements or rights-of-way for public improvements and purposes in or upon the Parcel if the exercise of this right will not unreasonably interfere with Lessee's improvements and use of the Parcel.
5. Alterations and Improvements: Upon receiving written permission from Lessor, Lessee may make alterations, additions and improvements to the Parcel, at Lessee's sole cost and expense. Lessor's consent shall not be unreasonably withheld. Lessee shall remove all improvements and personal property of Lessee from the Parcel at the end of the Lease term and the Parcel shall be restored to the condition prevailing on the effective date of this Lease.
6. Title To Improvements. All buildings, structures, fixtures and permanent improvements placed or attached on or about the Parcel by Lessee shall remain the property of Lessee until such time as the expiration or termination of this Agreement.
7. Removal Of Improvements And Chattels After Termination:
- (a) Lessee shall, within three (3) months after termination of this Agreement, remove all improvements and chattels from the Parcel provided that Lessor first determines that such removal will not cause injury or damage to the Parcel or seriously impair its redisposal.
- (b) If any improvements or chattels having an appraised value exceeding \$20,000.00 as determined by the Lessor, are not removed from the Parcel within the time allowed, they shall, upon thirty (30) days prior written notice to Lessee, be sold at public auction under the direction of Lessor.
- (c) Any chattels or improvements having a total appraised value of \$20,000.00 or less, as determined by the Lessor, and which are authorized for removal by Lessor but are not removed within the time allowed, shall become the absolute property of the Lessor.
- (d) Lessee shall reimburse Lessor for damages to the Parcel caused by the removal of fixtures and improvements.
8. Encumbrance of Parcel: The Lessee, during the term of this Lease, shall not encumber or cloud the Lessor's reversionary interest in the Parcel, without the prior written consent of the Lessor, which shall not be unreasonably withheld; and any such act or omission, without the prior written consent of the Lessor, shall be voidable by the Lessor.
9. Assignment of Lease and Sublease of Parcel: The Lessee may not assign this Lease or sublet the Parcel, without the prior written consent of the Lessor, which shall not be unreasonably withheld. No assignment of this Lease shall be approved until the assignee agrees to be subject to

UNAVCO Lease

June 19, 2017 – June 19, 2022

and governed by the provisions of this Lease in the same manner as the original Lessee to the extent that they may be applicable to the sublease except for the payment of Rent and other monetary obligations. No such assignment or sublease will be effective until approved by the Lessor in writing or shall annul the Lessee's obligation to pay the rent herein required for the full term of this Lease. Except as permitted by the Lessor, no subdivision of the Lessee's leasehold interest, including any exposed airspace thereon, shall occur.

10. Denial of Warranty Regarding Conditions: The Lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the natural, social, economic, or environmental conditions of the Parcel, including, without limitation, the soil, water and drainage conditions, natural or artificial hazards, and the profitability or fitness of the Parcel for any use. Lessee represents and warrants that it has independently inspected the Parcel and made all tests, investigations and observations necessary to satisfy itself of the condition of the Parcel. Lessee shall and is relying solely on such independent inspection, tests, investigations and observations in making this Agreement. Lessee accepts and shall be responsible for any risk of harm to any person and property, including but not limited to, employees of Lessee, from any latent defects in the Parcel.

11. Agreement to Terms of Lease: The Lessor and the Lessee agree and recognize that each of the covenants and conditions in this Lease and any attachments thereto are merged and incorporated into this agreement and shall be binding upon themselves and upon their respective successors, successors in interest and assigns and shall inure to their benefit. The Lessor and the Lessee further agree and recognize that this Lease shall be conditioned upon satisfactory performance by the Lessor and the Lessee of all covenants and conditions contained herein.

12. Utilities and Services: Lessee shall, at its expense, procure and timely pay for all services and utilities and hook-ups therefore which are necessary or appropriate for its operation or use of the Parcel.

13. Easements: Lessor reserves the right to make grants to third parties or reserve to the Lessor easements through, on or above the Parcel for the purpose of providing water, sewer or electric services to the Parcel or to adjacent properties, or for the purpose of providing reasonable public access to public waters, provided that no such easement or may be granted or reserved which unreasonably interferes with the Lessee's use of the Parcel.

14. Access: The Lessor makes no representations or warranty that it will construct or maintain access to the Parcel.

15. Valid Existing Rights: This Lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land of record on the date of execution of this Lease.

16. Inspection: The Lessor shall have reasonable access to the Parcel for purposes of inspection regarding the faithful performance by the Lessee of the covenants and conditions of this Lease and for the performance of other lawful requirements.

17. Acquisition of Rights or Interests: Any right or interest acquired during the term of this Lease and accruing to the benefit of the Parcel shall remain appurtenant to the Parcel during that term, and shall not be severed or transferred from the Parcel without the prior consent of the Lessor. In the event of termination or forfeiture of this Lease, any such right or interest shall revert to the Lessor along with the Parcel.

UNAVCO Lease

June 19, 2017 – June 19, 2022

18. Environmental Indemnification: If any hazardous substances are released or discharged on or from the Parcel to, on or about the Parcel or other properties, including, but not limited to, the surface or subsurface waters adjacent to the Parcel during the term of this Agreement, Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, but not limited to, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, or restorative work required by any federal or state agency due to the presence of hazardous substances in the soil or groundwater on or under the Parcel or other affected properties, whether such losses arise during or after the term of this Agreement, but only to the extent that such release or discharge is not caused by the fault of Lessor or its agents, representatives, contractors or employees.

19. Hazardous Substances: Lessor represents and warrants to Lessee that, to the best of its information, knowledge and belief, no hazardous substances have been released, discharged or spilled on the Parcel; however, Lessor does not represent, warrant or guarantee that this is necessarily the case. Otherwise, Lessor has made no express or implied representations or warranties to Lessee with respect to the release, discharge or spillage of any hazardous substances in, on or about the Parcel. Lessee hereby releases and discharges Lessor, its affiliates and all of their respective past, present and future officials, employees, agents, attorneys, insurers and representatives, with prejudice, from any and all claims, obligations or liabilities which have arisen, resulted from or are based upon, or may in the future arise out of, result from or be based upon, in whole or in part, the past release, discharge or spill of any hazardous substances or other environmental pollution in, on or about the Parcel, regardless of whether such claim, obligation or liability, or the type or extent thereof, is now known or foreseeable; provided, however, that such release and discharge shall be inapplicable to claims, obligations and liabilities that are based upon a material breach of the representations and warranties made by Lessor in this Section.

20. Definition of Hazardous Substance: Hazardous substance, as such term is used in this Agreement, includes: (a) (1) crude oil, (2) petroleum, (3) diesel fuel, (4) marine fuel, (5) heating oil, (6) gasoline, (7) motor oil, (8) kerosene, (9) aviation fuel, (10) other petroleum products, additions and derivatives, (11) urea formaldehyde foam insulation, (12) asbestos, and (13) polychlorinated biphenyls; and (b) any other (1) pollutant, (2) contaminant or (3) toxic, flammable, explosive, radioactive, noxious, hazardous, extremely hazardous, dangerous or potentially dangerous waste, material or substance, the response to which or the remediation or removal of which is required, or the manufacture, preparation, production, use, maintenance, treatment, storage, transfer, disposal, handling, processing or ownership of which is restricted, prohibited, regulated or penalized by any federal or state law or regulation as now or hereafter in effect.

21. Erosion Prevention: Lessee shall prevent unwarranted erosion of the Parcel that is caused by Lessee's use or occupancy of the Parcel. Any such erosion shall be repaired in a manner satisfactory to Lessor at Lessee's sole expense.

22. Waiver or Forbearance: The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of the Lessor to enforce a condition or covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing, shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, or the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease, nor destroy or in any manner or

UNAVCO Lease

June 19, 2017 – June 19, 2022

impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.

23. Bankruptcy: In the event Lessee becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of a bankruptcy proceeding, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceedings, or in the event of any judicial sale of Lessee's interest under this Lease, Lessor shall have the right to declare this Lease in default.

24. Breach and Remedies:

(a) Time is of the essence of this Lease. If the Lessee shall materially breach any of the terms, covenants, conditions or stipulations contained in this Lease or attached hereto which are applicable to it, and said breach shall not be completely cured within 60 days after written notice of such breach has been served by the Lessor upon the Lessee and each holder of a security interest in the Lessee's interest under this Lease that has notified the Lessor of such security interest, the Lessee shall be subject to such legal rights and remedies as the Lessor shall have available to it under applicable law, including, but not limited to, the termination of this Lease; provided, however, that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lessee may be in material breach of this Lease. In the event that this Lease is terminated by the Lessor for a material breach by the Lessee of this Lease, all rents paid by the Lessee shall be forfeited to and retained by the Lessor, not as a penalty, but as liquidated damages for such breach. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to such termination.

(b) If the Lessee fails to completely cure a material breach of this Lease by it within the time allowed in (a) of this paragraph, any holder of a security interest in the Lessee's interest under this Lease who has notified the Lessor such security interest may cure or remedy such breach if the breach can be cured by the payment of money or, if this cannot be done, by performing, or undertaking in writing to perform, the Lessee's obligations which are the subject of such breach that are capable of performance by the holder. The holder shall act within 60 days from the date of receipt of notice under (a) of this paragraph, or within any additional period, which the Lessor may allow for good cause.

(c) In the event that this Lease is terminated, or in the event that the Parcel are abandoned by the Lessee during the term of this Lease, the Lessor may immediately, or at any time thereafter, enter or reenter and take possession of such Parcel and without liability for any damage there for, remove all persons and personal properties therefrom, either by summary proceedings or by suitable action at law; provided, however, that the words "enter" and "re-enter" as used herein are not restricted to their technical legal meaning. Any entry or re-entry, possession, repossession, or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release or discharge the Lessee, either in whole or part, for any monetary liability under the Lease.

25. Indemnification: To the fullest extent allowed by law, Lessee shall defend indemnify and hold harmless Lessor from and against all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims arising out of or in connection with the use or occupancy of the Parcel by Lessee or by any other person holding under Lessee from any accident or fire on the Parcel and from any nuisances made or suffered thereon; and from any failure by Lessee to keep the Parcel in a safe and lawful condition except to the extent

UNAVCO Lease
June 19, 2017 – June 19, 2022

that such claims or demands are caused by the fault of Lessor or its agents, representatives, employees or contractors.

26. Surrender of Leasehold: Upon the expiration or sooner termination of this Lease, the Lessee shall quietly and peaceably leave, surrender and yield up unto the Lessor all of the Parcel. In the event that Lessee remains in possession of the Parcel after the expiration of this Agreement with Lessor's permission, Lessee shall be deemed to be occupying the Parcel as a month-to-month tenant, subject to all of the terms and conditions of this Agreement and the law, to the extent that they may be applicable to a month-to-month tenant.

27. Required Insurance: The following insurance coverage is required to be furnished by the Lessee and is subject to annual review and adjustment by the Lessor, who may require reasonable increases in such coverage based on increased risks. Proof of the following coverage must be shown prior to execution of this Lease.

The insurance policies must be written by a company or companies that are on the Alaska Division of Insurance's "admitted list" or "surplus lines insurance list". The broker/agent must be licensed to do business in the State and, if surplus lines insurance is provided, the broker must have a surplus broker license.

(a) Comprehensive (Commercial) General Liability Insurance. Such insurance must have coverage limits of not less than \$1,000,000 combined single limits per occurrence and not less than two million dollars (\$2,000,000) aggregate limits and shall include Parcel operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

The policies evidencing such coverage shall contain, or be endorsed to contain, the following provisions:

(1) The Lessor, its officers, its agents and its employees are to be covered as additional insureds with respect to liability arising out of use of the Parcel or operations of the Lessee with respect to the Parcel.

(2) The Lessee's insurance coverage shall be primary insurance with respect to the Lessor, its officers, agents, and employees. Any insurance or self insurance maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute to it.

(3) Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit brought except with the respect to the limits of insurer's liability.

(4) That, as respects the interests of Lessor, such insurance shall (A) not be invalidated by any action or neglect of any person other than Lessor and (B) insure Lessor regardless of any misrepresentation, breach or non-observance of any warranty, declaration or condition contained in any applications by Lessee for, or policy evidencing, such insurance; and

(5) That no such insurance shall be canceled or materially changed as respects the interests of Lessor on less than thirty days prior written notice to Lessor;

UNAVCO Lease
June 19, 2017 – June 19, 2022

(b) Workers' Compensation and the Employer's Liability Coverage. The Lessee shall be covered with workers compensation insurance and employer's liability insurance in the required statutory amounts.

28. Notices: All notices required or permitted under this Lease shall be personally delivered or sent by certified mail, postage prepaid, to the parties at the following addresses:

To Lessor: City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685

To Lessee: UNAVCO, Inc.
6350 Nautilus Drive
Boulder, CO 80301

Any notice or demand which must be given or made by the Lessor or the Lessee shall be in writing and shall be complete if personally delivered or sent by United States certified mail to the address shown in the Lease Agreement, or to such other address as each of the parties may designate in writing from time to time. A copy of any such notice shall be forwarded to the Lessor, and to the holder of any security interest in the Lessee's interest in the Lease has properly given notice of its security interest in the Lease to the Lessor.

29. Integration and Modification: This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.

30. Amendments: This Lease may not be modified or amended except by a document signed by both parties hereto, and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties hereto.

31. Severability of Clauses of Lease Agreement: If any clause, or provision, herein contained, shall be adjudged to be invalid or unenforceable, it shall not affect the validity or enforceability of any other clause or provision of this Lease or give any cause of action in favor of either party as against the other.

32. Applicable Law: This Lease shall be governed by the laws of the State of Alaska. The venue for any dispute between the parties shall lie exclusively with the courts for the Third Judicial District for the State of Alaska at Anchorage, or, alternatively, with the United States District Court for the District of Alaska at Anchorage, unless a nonwaivable federal or Alaska law should require to the contrary.

33. Effective Date: This Lease shall not be effective until and unless approved by the City Council of Lessor as required and the Board of Directors of Lessee. This Lease shall become effective upon the occurrence of the last such approval.

IN WITNESS WHEREOF the Lessor and the Lessee have caused these presents to be executed in duplicate, and have hereunto set their respective hands, agreeing to keep, observe and perform the terms, conditions and provisions herein contained or attached, which on the Lessor's or the Lessee's respective parts are to be kept, observed and performed.

UNAVCO Lease
June 19, 2017 – June 19, 2022

LESSOR: CITY OF UNALASKA,

By: Nancy M. Peterson
~~DAVID A. MARTINSON~~ Nancy M. Peterson
City Manager

LESSEE: UNAVCO, Inc.

By: [Signature]
Its: Contracts and Permitting Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

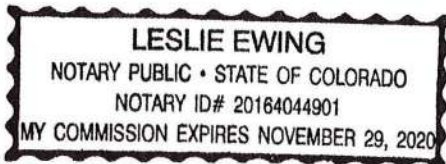
The foregoing instrument was acknowledged before me this 9th day of November, 2017, by the ~~DAVID A. MARTINSON~~, Nancy M. Peterson City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City.



Theresa Tuavale
NOTARY PUBLIC, State of Alaska
My Commission Expires: March 06, 2020

STATE OF Colorado)
) ss.
JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 6th day of October, 2017, by James Downing, the Contracts and Permitting Manager of UNAVCO, Inc., on behalf of the corporation.



Leslie Ewing
NOTARY PUBLIC, State of Colorado
My Commission Expires: Nov. 29, 2020

