

I. INTRODUCTION

The Water Supply District of Acton (the "District"), acting by and through its Board of Water Commissioners (hereinafter the "District"), is soliciting competitive sealed proposals from qualified offerors for the long term lease of a 50'x50' portion of the District's property at 287 Nagog Hill Road, Acton, described in deed recorded in Book 12582, Page 76 the Middlesex South Registry of Deeds, for the purpose of the installation and operation of wireless telecommunications systems, antennas, tower and related equipment. The upgrade of the existing electrical service from the access road to the District's Water Storage Facility will be the responsibility of the successful proposer.

The real property at which the proposed leased premises is located (the "Site") is shown on the attached site plan marked as Exhibit "A".

The lease and use of the Site will be on a nonexclusive basis for a term of five (5) years with three (3) renewal terms of five (5) years each. The lease will be subject to approval by the Board of Water Commissioners.

A. RFP TERMS AND CONDITIONS

1. All proposals must comply with the provisions of Massachusetts General Laws, Chapter 30B and applicable procurement regulations.
2. The District reserves the right to issue addenda to this RFP. The addenda shall be deemed a part of this RFP. Offerors who download the RFP are responsible for checking the website periodically for any addenda that may be issued by the District.
3. The District is not liable for any costs incurred by the offerors prior to the issuance of a lease or if no action is taken on this RFP.
4. The District will award the lease to the offeror whose proposal nets the highest rental income over the term of the lease, with options exercised, or the District, may at its sole discretion, determine that no lease award shall be made. In no event will the District accept a proposal with an initial annual lease payment including sublessees, of less than \$24,000.
5. All proposals submitted in response to this RFP, plus any other related materials submitted by the offerors, will become the property of the District and will not be returned to offerors.
6. An Offeror's response to this RFP may be modified only by written and sealed communication delivered to the District. Any such written and sealed communication must be received by the District before the deadline for proposal submission. Proposals submitted in response to this RFP may be withdrawn only by communicating the intent to withdraw a proposal in a written and sealed communication to the District before the deadline for proposal submission.
7. By submission of a proposal, the Offeror agrees, if its proposal is accepted, to enter into a lease with the District that incorporates all of the requirements of the RFP. The Offeror further accepts all of the terms and conditions of this RFP.
8. Proposals must certify that the installation of equipment shall not interfere with all uses by the District for its water storage facility and the operation of existing Town of Acton police, fire and emergency communication antennas.

9. The Offeror further accepts all of the terms and conditions of this RFP.
10. The successful Offeror who enters into a real property lease with the District will be responsible for obtaining at its own expense, all appropriate Federal, State and local permits, licenses and approvals for the installation of the equipment, such as antennas or towers and other related cable and utilities. If the successful Offeror is unable to obtain all necessary permits, licenses and approvals, the lease will be terminated and no further obligation imposed upon either party.
11. The Town of Acton Planning Board application for a Personal Wireless Communications Facility Special Permit is required for the construction and installation of telecommunications facilities.
12. Each Offeror acknowledges and agrees that the District's ability to enter the lease with the selected Offeror may be contingent upon the District obtaining Article 97 legislation, or a waiver from the Secretary of the Executive Office of Energy and Environmental Affairs from the requirement to provide replacement land, or both, or other authorization from the Commonwealth of Massachusetts authorizing such lease (collectively, "Article 97 Authorization"), and that if the District determines, in its sole and absolute discretion, that any such Article 97 Authorization is necessary, the selected Offeror shall, at the selected Offeror's cost and expense, take all reasonable steps, working in coordination with the District, to obtain such Article 97 Authorization, subject to the District's prior written approval of any proposed form of Article 97 Authorization.

II. DESCRIPTION OF THE PROPERTY

1. Lot Description

The District proposes to lease a portion of the premises shown on recorded Plan number 1169 of 1995 and described in an Order of Taking dated January 16, 1974, recorded in Book 12582, Page 76, in the Middlesex South Registry of Deeds. The portion to be leased is, more or less, a 50' x 50' tract located on the larger premises as shown on Exhibit "A" (the "Plan") attached hereto and incorporated herein by reference.

The proposed use of the property must not interfere with

- a. the District's use of the property as a water storage facility as shown on the Plan;
- b. the Town of Acton police, fire and emergency communication systems and antennas.

It is the Offeror's responsibility to view the Site and evaluate the existing Site as designated on Exhibit "A."

Offerors may contact Matthew Mostoller, District Manager, to arrange for a Site visit to view and evaluate the Site as it currently exists.

2. Zoning

The site on Nagog Hill Road, Acton is zoned ARC and R-8. The Town of Acton has particular zoning requirements for wireless communication facilities and a special permit will be required. Additionally, there may be other zoning requirements such as site plan approval, or a variance may be needed to develop this site for a telecommunication system, antenna or tower.

All other applicable local, State and Federal laws and regulations from agencies such as the FAA, FCC, MAC and MDPH must be complied with.

Actual use of the Site under the proposed Lease is conditioned upon the successful offeror obtaining at its own expense, all such approvals, permits or licenses.

III. TERMS OF THE LEASE AGREEMENT

See Attachment "Exhibit J" which is the form of the Lease that the successful Offeror will be required to execute after approval by the District Commissioners.

IV. RESPONSE PROPOSAL MINIMUM REQUIREMENTS

Offerors must include the following with their proposal and any deficient Response Proposals may be deemed non-responsive at the District's sole discretion and eliminated from consideration:

1. A letter of transmittal signed by a company official authorized to bind the offeror, must identify all parties to the proposal. Include the name, address and telephone of the person(s) authorized to submit and discuss the proposal. The letter must clearly state the intention of the offeror, if selected, to enter into the proposed lease described in Section III with the District within the time frames specified and in accordance with the terms and conditions specified in the proposal and this RFP document.
2. A description of the type of proposed system, describing the proposed installation including but not limited to equipment, space and height requirements, desired and minimum mount requirements and all transmit and receive frequencies.
3. A description of the proposed upgrade of the existing electrical service from the access road to the District's Water Storage Facility.
4. Proposals must certify that installation of equipment, systems or tower shall not interfere with the operation of existing communication facilities and the use of the premises as described in Section II, paragraph one.
5. Demonstrate the ability to obtain a Certificate of Insurance naming the District as an additional insured and providing that the respondent will maintain general liability insurance, on an occurrence basis, in the amount of \$1,000,000.00 for personal injury and/or property damage and excess/umbrella coverage of \$3,000,000.00.
6. References from a minimum of at least three Lessors, including one city, town or district, from which the respondent has leased and installed wireless communication systems, antennas or towers and related equipment. Include type of installation, contact name, address and telephone number.
7. Copy of valid federal or state license to operate.
8. A copy of the audited financial statements from the proposed Lessee for the most recent fiscal year.
9. Executed forms attached as Exhibits "B", "D", "E", "F", "G", "H" and "I"
10. The Price Proposal marked as Exhibit "C" must be executed and placed in a separate sealed envelope marked as "Price Proposal" and identify the Offeror on the outside of the envelope.

V. PROPOSAL SUBMISSION REQUIREMENTS

This section provides information concerning the form and required contents of the proposals submitted in response to this RFP. All proposals must comply with the requirements of section III, IV and V in order to be evaluated by the District.

Sealed proposals will be received until 11:00AM on February 14, 2025 at:

Water Supply District of Acton, 693 Massachusetts Avenue, Acton, MA 01720.

No proposals will be accepted after that time.

Three copies of each proposal must be submitted by the deadline specified.

VI. PROPOSAL EVALUATION

This section describes the criteria and process to be used by the District in evaluating proposals received in response to the RFP. All proposals will be evaluated by the District.

A. Minimum Criteria

The District will conduct a preliminary review of each proposal to determine whether it meets the minimum criteria listed above. Proposals that do not meet these minimum criteria will be disqualified from further consideration.

1. The proposal must include all information specified in Sections III, IV and V and the offeror must agree to meet the District's terms.
2. The offeror has the capability, integrity, and reliability to perform under the lease.

B. Evaluation Criteria

1. Financial Strength and Credit Worthiness:

a. A Highly Advantageous rating will be given to an offeror who has more than sufficient assets to enter into the Lease agreement and make payments for the total annual lease value set forth in the proposal. In particular, this highest rating will be reserved for offerors whose Dun and Bradstreet (or equivalent) classification for financial strength is "3A" or better, with a composite credit appraisal of "1".

b. An Advantageous rating will be given to an offeror who has sufficient assets to enter into the Lease, as shown by its Dun and Bradstreet (or equivalent) classification for financial strength of "1A" or above, with a composite credit rating of at least "2". Ratings of parent or sister companies who have only limited liability for the offeror shall not be considered.

c. An Unacceptable rating will be given to an offeror who does not have sufficient assets to enter into the Lease, as shown by its Dun and Bradstreet (or equivalent) classification for financial strength of lower than "1A".

2. Most Aesthetically Appropriate Use of the Property:

a. A Highly Advantageous rating will be given to an offeror whose proposed plans for the Property involve the most aesthetically appropriate use of the site by minimizing the visual and environmental impacts of the proposed facilities, consistent with the requirements of the Town's Zoning Bylaw. Design measures taken to minimize the visual impact of the equipment will contribute to a Highly Advantageous rating.

b. An Advantageous rating will be given to an offeror whose proposed plans for the Property comply with the requirements of the Town's Zoning Bylaw relative to such installations, and which use standard installation techniques, with only modest efforts in the area of mitigating visual impacts and protecting the environment.

c. An Unacceptable rating will be given to an offeror whose proposed plans for the Property are not for wireless communication tower purposes or otherwise do not comply with the Town's Zoning Bylaw and the provisions of this RFP.

3. Technical Expertise and Capabilities Documentation of Need:

a. A Highly Advantageous rating will be given to an offeror who has significant technical expertise and capabilities for the construction, operation and maintenance of wireless communications towers, antennas, and other equipment. To obtain this rating, an offeror must provide detailed documentation of the need for such facilities to be located at this site. The material submitted pursuant to Section IV of this RFP will be used to evaluate this criterion, and compelling arguments must be made of the need for the proposed installation at this site.

b. An Advantageous rating will be given to an offeror who has some technical expertise and capabilities for the operation and maintenance described above, and who provides adequate documentation of need in Acton for these facilities.

c. An Unacceptable rating will be given to an offeror who has no specific technical expertise or capabilities for operation and maintenance described above and who does not adequately describe the need for these facilities to be located in Acton.

4. Experience with Similar Projects

a. A Highly Advantageous rating will be given to an offeror who has significant experience in the development and operation of facilities that are similar in nature, size, and scope.

b. An Advantageous rating will be given to an offeror who has experience in the development and operation of similar projects.

c. An Unacceptable rating will be given to an offeror who has no experience in the development and operation of similar projects.

C. Method to Evaluate Best Price

The District will select the lease proposal that nets the District the highest rental income over the term of the lease.

D. Award of Lease

The most advantageous proposal from a responsive and responsible proposer, taking into consideration the annualized value of the lease and all other evaluation criteria set forth in the solicitation, will be selected. In ascertaining the annualized rental value, the District will consider the annual rent, including escalation clauses.

Final award of a lease is contingent upon the proposed Lessee's ability to demonstrate compliance with all federal, state and local laws, rules, and regulations and obtaining any and all required permits and licenses. The Lease Agreement shall be subject to the issuance of the special permit by the Zoning Board.

The District reserves the right to reject any and all proposals as determined to be in the best interests of the District and to waive any informalities and minor irregularities to proposals received.

E. Form of Lease

The selected offeror will be required to execute the lease agreement substantially in the form attached hereto as Attachment "Exhibit J".

EXHIBIT "A"

SITE PLAN

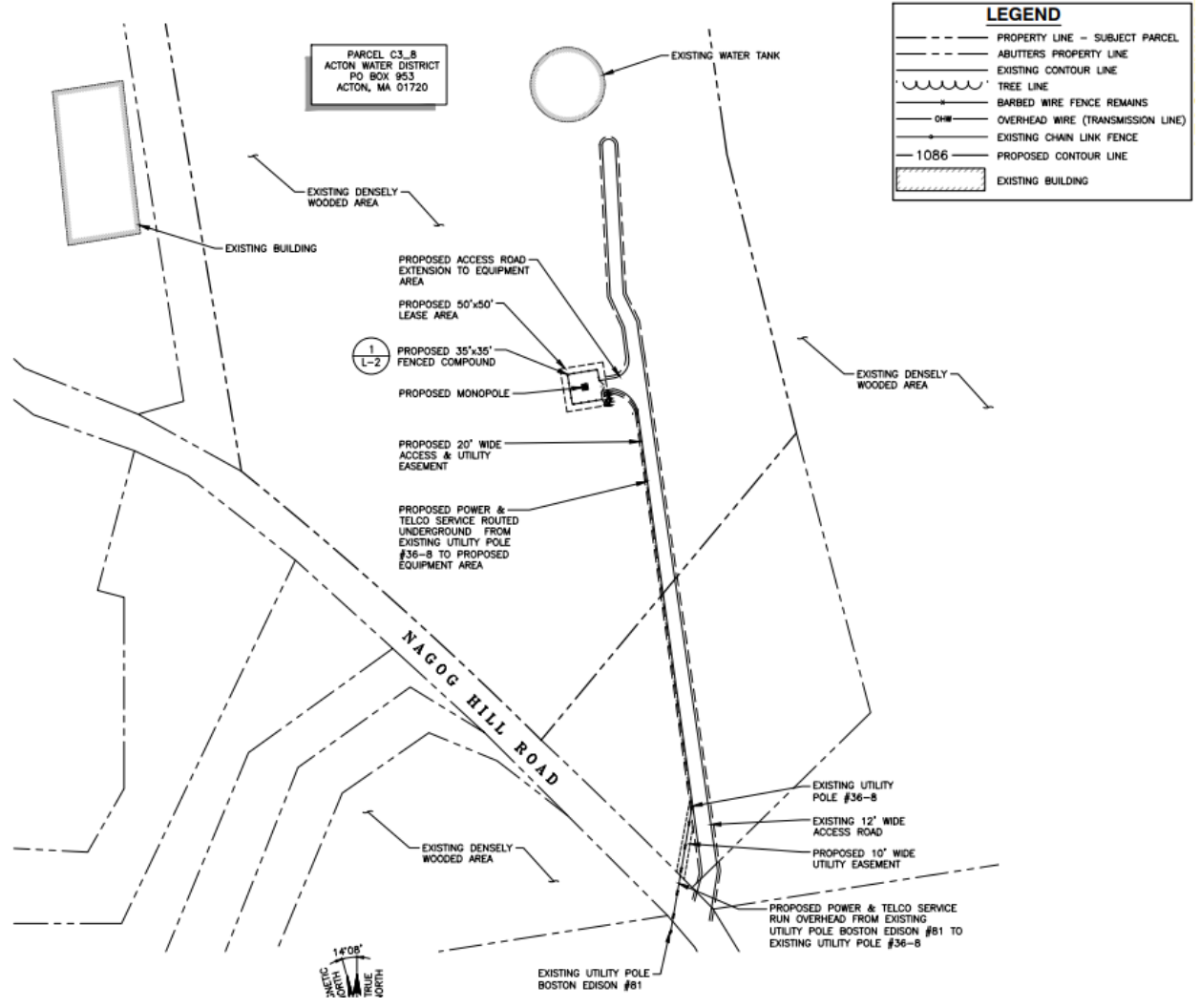


Exhibit "B"

Proposal

Lease of Municipal Real Estate _____ (Name of Site)
Wireless Communications Facilities.

Water Supply District of Acton
693 Massachusetts Avenue
Acton, MA 01720

1. Name of Person or Business Submitting Proposal:

Address:

2. Please check off one of the following:

If a corporation, State of Incorporation:

If a partnership, names of partners:

Individual

Other: _____

Signature

Name of Person Signing

Title

Name of Business

Address

Federal Identification Number

Exhibit "C"

Price Proposal

Lease of Municipal Real Estate _____ (Name of Site)
Wireless Communications Facilities.

Water Supply District of Acton
693 Massachusetts Avenue
Acton, MA 01720

This price summary form must be submitted with the offeror's proposal. Failure to adhere to this instruction will result in disqualification of your proposal.

Offeror's Name:

Rent per year: \$ _____

Written: _____

Name of Person Signing Proposal

Signature of Person Signing Proposal

Name of Business (please Print or Type)

Address

Date

EXHIBIT "D"

AFFIDAVIT OF NON-COLLUSION

It shall be understood that any bid submitted to the Water District is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF: _____ Date: _____

COUNTY OF: _____ S.S.: _____

The undersigned being duly sworn, deposes and says that he/she is the

(Sole Owner; Partner, President, Treasurer,
or Other Duty Authorized Official of a Corporation)

of _____
(Name of Firm as Appearing in Submitted Proposal)

and works in _____
(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20 ____

Notary Public: _____ My commission expires: _____

Tax Attestation Certification

IN WITNESS WHEREOF, the undersigned certifies, under the pains and penalties of perjury that:

1. It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
2. To the best of its knowledge and belief has paid all water bills to the Water Supply District of Acton as required by law.
3. To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, §49A).
4. Pursuant to MGL c.30B §10 (or c.30 §39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of Person Signing Bid or Proposal

BY: Corporate Officer (Type/Print)

Corporate Name (Full Business Name)

BY: Corporate Officer (Sign)

Social Security or Federal Tax ID#
(DBA)

State of Incorporation/City of Business
Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form.

Your Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued or extended.

This request is made under the authority of Massachusetts General Laws, c.62C, §49A.

Exhibit "F"

DISCLOSURE OF BENEFICIAL INTEREST IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM), as required by M.G.L. c 7c, §38, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public Agency (as defined in G.L. c.7, §39A) involved in this transaction:

Water Supply District of Acton.

2. Legal description of the property: 287 Nagog Hill Road, Acton, Middlesex County

3. Type of transaction: Lease of real property for five years, with three, five-year renewals.

4. Lessor: Water Supply District of Acton; Lessee: _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

Name

Address

None of the persons listed in this section is an official elected to the public office in the Commonwealth of Massachusetts except as noted below:

Name

Title or Position

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in Item one. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item four of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Name of person signing proposal

Signature of person signing proposal

Name of Business (please Print or Type)

Date: _____

This Statement must be filed with:

Deputy Commissioner of Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place- 15th Floor
Boston, MA 02108

Please send a copy of this fully executed Disclosure Statement to:

Matthew Mostoller, District Manager
Water Supply District of Acton
693 Massachusetts Avenue
Acton, MA 01720

Exhibit "G"

Hold Harmless & Indemnity Agreement

_____ (hereinafter "the Company") shall indemnify and hold harmless the Water Supply District of Acton, and its officers, employees, agents, and servants, from and against any and all claims, suits, action, legal or administrative proceedings, damages, liabilities and reasonable attorney fees, costs, and expenses arising from the act(s) or omission(s) of the Company, or anyone acting under its direction, control or on its behalf in connection with the site visit and inspection being performed 287 Nagog Hill Road, Acton, MA, shown on Assessor's Map _____ Parcel _____ (the Site) on _____ (date) and from _____ (hours of view). The foregoing indemnity and hold harmless agreement shall not apply to any liability caused by the acts, omissions, fault or negligence of the Water Supply District of Acton or anyone acting under its direction, control or its behalf.

Name of Company

Signature

Date

Exhibit "H"
Certification of Corporate Authority

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make an oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20_____.

Clerk of the Corporation

SEAL

Exhibit "I"
Certificate of Foreign Corporation

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of _____
(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c.30 §39L and with the requirements of M.G.L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (please Print or Type)

Date: _____

Exhibit "J"

LEASE AGREEMENT

**For Space on Land
at 287 Nagog Hill Road, Acton, Massachusetts
for a Wireless Communications Facility**

This LEASE AGREEMENT (this "**Lease**") is made this ____ day of _____, 2025, by and between the Water Supply District of Acton, a Massachusetts municipal corporation, with an address of 693 Massachusetts Avenue, Acton, Massachusetts ("**Landlord**"), and [_____] a [_____] and duly licensed personal wireless service provider, with an address of [_____] ("**Tenant**").

1. **PREMISES:** The leased premises consists of approximately two thousand five hundred (2,500) square feet of land (the "**Premises**") at the real property located at and known as 287 Nagog Hill Road, Acton, Massachusetts (the "**Property**"). A legal description of the Property is attached hereto as Exhibit A. A plan showing the location of the Premises is attached hereto as Exhibit B. Tenant acknowledges that a water tank (the "**Water Tank**") is located on the Property, as shown on Exhibit B. Subject to the terms and conditions set forth herein, Tenant hereby leases the Premises from Landlord, together with the non-exclusive right over, under and along a right of way across a portion of the Property, as described in Exhibit B attached hereto, (a) for ingress and egress, on foot or motor vehicles, and (b) for the installation and maintenance of utility wires, cables, conduits and pipes, all subject to the terms and conditions set forth herein.

2. **PERMITTED USE:** The Premises may only be used by Tenant, and any subtenants and licensees permitted herein, for the transmission and receipt of wireless communication signals, as well as the construction, maintenance, and operation of towers, antennas, and other facilities necessary for such use (collectively, the "**Facility**"), subject to full compliance with all applicable laws. Tenant shall ensure that the use of the Facility by Tenant and any subtenants and licensees permitted herein does not interfere with the Town of Acton communication systems, including those utilized by the Town of Acton police and fire departments.

3. **TERM:** The initial term of this Lease (the "**Term**") shall be five (5) years (sixty (60) full calendar months) commencing on the first day of the month following the date Tenant is granted a building permit for the construction of the Facility by the governmental agency charged with issuing such permits (the "**Commencement Date**"). Tenant shall have the right to extend the Term for up to three (3) consecutive periods of five (5) years upon written notice delivered to Landlord at least twelve (12) full calendar months prior to then-existing expiration date of the Term. Tenant shall be entitled to terminate this Lease any time prior to the expiration of the Term upon ninety (90) days' prior written

notice demonstrating to Landlord's reasonable satisfaction that Tenant's local, state or federal license to operate has been revoked or has expired through no fault of Tenant or that other adverse government action outside of Tenant's control prevents Tenant from commencing or continuing to operate its equipment and provide service to its customers.

4. RENT: The initial annual rent to be paid by Tenant to Landlord is [_____] Dollars (\$[_____]), payable in equal monthly installments of [_____] Dollars (\$[_____]), in advance, on or before the first day of each calendar month during the Term. On each anniversary of the Commencement Date during the Term, the annual rent shall be increased by [_____] percent ([_____]%) of the annual rent in effect for the prior year. Tenant's rental obligation hereunder is absolute, without any right to withhold or deduct for any claimed offset or breach on Landlord's part. Tenant agrees that if any monthly installment of rent or any other sum due herein is not paid within five (5) days following written notice to Tenant of its failure to pay, a late charge shall be imposed in an amount equal to five percent (5%) of the unpaid amount; provided, however, that after Landlord shall have given Tenant notice of such failure to pay when due two (2) times during any twelve (12) month period, a late charge shall thereafter be paid upon any amount not paid when due without the necessity of Landlord providing Tenant with any notice of same. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive monthly period until paid. The provisions of this Section shall in no way relieve Tenant of the obligation to pay the monthly installments of rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Landlord's remedies otherwise provided herein in the event said monthly installments of rent or other payment is unpaid after date due.

5. UTILITIES AND SITE ACCESS: As a material inducement to Landlord entering this Lease, Tenant agrees that Tenant shall, at Tenant's sole cost and expense, install underground electrical improvements, in the areas designated on Exhibit B, necessary to supply the Facility with electricity, and in connection with this work, Tenant shall extend the underground electrical improvements to the Water Tank as shown on Exhibit B. Landlord hereby authorizes Tenant, at Tenant's sole expense, to perform excavation for electrical improvements and otherwise perform site work subject to Landlord's prior review and approval of the work, which approval shall not be unreasonably withheld, conditioned, or delayed. If permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by the Facility. During any power interruption at the Premises, Tenant shall be permitted to install, maintain, and provide access to and use of, as necessary, a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in locations approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises, provided that any such conduits or related appurtenances do not interfere with access to or operation of the Water Tank.

6. TAXES: Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property that result from Tenant's use of the Premises or the installation, maintenance and operation of the Facility, and any sales tax imposed on the rent

(except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located).

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

7. **ALTERATIONS:** Before commencing any work at the Premises or Property to construct or install the Facility or related equipment, the required initial electrical improvements, or perform any Material Change, as defined below, Tenant shall furnish the following to Landlord for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed: (i) sealed engineering drawings signed by a licensed professional engineer; and (ii) unless waived by Landlord in writing, an updated structural analysis of the Facility. If Landlord has not approved these requirements within forty-five (45) days from submission by Tenant, subject to extension as Landlord may require, the submission shall be deemed approved. As used herein, a "**Material Change**" shall mean any change, modification, alteration or addition other than (a) routine maintenance and repairs, (b) replacement of existing equipment with similar equipment of the same or smaller dimensions, (c) modifications to the equipment on the ground that do not require additional land, and (d) modifications, alterations or replacements that do not materially increase the structural loading or integrity of the Facility. The Facility and related equipment shall remain Tenant's property, subject to Tenant's compliance with the provisions of this Lease and Landlord's remedies in the event of Tenant's default as specified herein.

8. **MAINTENANCE:** Tenant shall, at Tenant's sole cost and expense, maintain the Facility and all of Tenant's equipment at the Premises in good repair.

9. **CO-LOCATION:** Tenant shall have the right, with the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, to license or sublease a portion of the Facility, for the permitted use set forth in Section 2, to qualified wireless carriers, provided that, during the period of any third-party use of the Facility, Tenant shall be required to pay Landlord, as additional rent, co-location rent in the amount of [_____] Dollars (\$[____]) per month for each additional third-party user of the Facility.

10. **ASSIGNMENT:** Tenant may assign this Lease, without Landlord's consent, to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, which consent will not be unreasonably withheld, delayed, or conditioned. Upon request by Landlord, the assignee or transferee shall provide Landlord with documentation evidencing that such assignee or transferee has the financial ability to perform all of Tenant's obligations hereunder.

No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

11. LIABILITY INSURANCE: Tenant shall, at Tenant's expense, obtain and keep in force during the Term, including any extensions thereof, a policy of commercial general liability for bodily injury and property damage insurance, insuring Tenant and including Landlord as an additional insured on a primary and non-contributory basis, against any claim of liability arising out of the use or occupancy of the Premises. Such insurance shall further provide coverage of two million dollars (\$2,000,000) combined single limit each occurrence. Coverage will be subject to review and reasonable increase at the request of Landlord every five (5) years.

Certificates of such insurance shall be delivered to Landlord at the Commencement Date, and certificates of renewals or replacements thereafter shall be furnished to Landlord no later than ten (10) days prior the expiration date of each such insurance policy. Upon receipt of notice from its insurer, Tenant shall use its best efforts to provide Landlord with thirty (30) days' prior written notice of cancellation or non-renewal of such policy.

12. INDEMNIFICATION: Tenant agrees to indemnify, hold harmless and defend Landlord from and against any and all liability, loss, damage or expense, including reasonable attorney's fees, caused by Tenant's activities at the Property, including but not limited to Tenant's construction, installation, maintenance and repair of the Facility and related equipment, damage to the Water Tank from Tenant's activities or action, contamination Tenant causes to the public water supply, injury or damage to Tenant's employees, contractors or other third parties or to Tenant's property caused by Tenant, except to the extent occasioned by the negligence or willful misconduct of the Landlord or its employees, PROVIDED THAT this provision shall not apply to the extent that coverage is afforded by either Tenant's or Landlord's general liability insurance carrier; and PROVIDED FURTHER THAT Landlord and Tenant shall each instruct their respective insurers to waive any right of recovery by way of subrogation arising from an insurer's payment of a covered loss.

13. SURETY REQUIREMENTS: Tenant shall provide a bond, evidence of insurance coverage, or other surety satisfactory to Landlord in the amount of [\$_____] Dollars (\$[_____]) to secure Tenant's performance of its obligations hereunder, including but not limited to its obligations not to impair the structural integrity of the Water Tank, not to contaminate the public water supply and to remove all its equipment at the termination of the Lease.

14. TENANT'S OBLIGATIONS UPON TERMINATION OF LEASE: Tenant at the termination of the Lease term shall peaceably surrender the Premises and shall remove the Facility and all other equipment from the Premises and restore the Premises to the condition it was in prior to the Commencement Date within sixty (60) days following said termination.

15. ENVIRONMENTAL: Tenant shall not use, store, or dispose of hazardous materials, as defined by federal statute, M.G.L. Chapter 21E, and federal and state regulations, in violation of any

applicable law. Tenant will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to its use and occupancy of the Premises, unless such conditions or concerns are caused by the specific activities of Landlord in the Premises with Landlord being responsible for activity formerly conducted on the Property prior to the Commencement Date.

16. TENANT'S DEFAULT AND LANDLORD'S REMEDIES: This Lease is made on the condition that if Tenant should neglect or fail to pay the rent due hereunder within ten (10) days after receipt by Tenant of notice from Landlord of such nonpayment, or if the Tenant shall neglect or fail to perform or observe any of the other terms, provisions, conditions or covenants herein contained and on the Tenant's part to be performed or observed for a period of thirty (30) days after receipt by the Tenant of notice of such neglect or failure; provided that Tenant shall have such extended period as may be required beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the initial thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a Court of competent jurisdiction, or if a petition is filed by the Tenant under any bankruptcy laws for relief or composition of its debts, or if the Tenant is declared bankrupt then, and in any of said cases, the Landlord lawfully may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, including all equipment and trade fixtures therein or annexed thereto, as of the Landlord's former estate and expel the Tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon or before such entry, may terminate this Lease; and the Tenant covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due for the remainder of the then current Term if this Lease had not been terminated or if Landlord had not entered or reentered as aforesaid, and Tenant covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the reasonable documented costs of legal counsel retained by the Landlord and all reasonable documented expenses of the Landlord for enforcement hereunder. In addition to the foregoing, if any payment of rent or other amount due herein shall not be paid when due, Landlord may impose, at its election, interest on the overdue amount from the date when the same was payable until the date paid at a rate equal to the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest that Landlord may charge to Tenant without violating any applicable law. Such interest shall constitute additional rent payable hereunder. In addition to all other legal and equitable remedies, Landlord shall have the right to remove the Facility and other equipment at Tenant's expense, and the right to declare the Facility and other equipment abandoned and take ownership thereof, all without liability to Landlord. Landlord shall also have the right to declare any surety forfeited and to apply same to any reasonable documented expenses Landlord incurs on account of Tenant's default.

17. NOTICES: Any notices required hereunder shall be in writing and served by in-hand delivery, certified mail, return-receipt requested, in the case of Landlord, to:

Water Supple District of Acton
693 Massachusetts Avenue
Acton, MA 01720
Attn: District Manager

and, in the case of Tenant, to:

18. APPLICABLE LAW AND VENUE: This Lease shall be interpreted in all respects according to the law of the Commonwealth of Massachusetts. Any judicial proceeding relating to this Lease or any of the parties' rights or obligations hereunder shall be brought only in the Massachusetts Trial Court: Superior Court Department, Middlesex County or District Court Department, the United States Federal Courts for the District of Massachusetts or the United States Supreme Court.

19. QUIET ENJOYMENT. Subject to the express provisions of this Lease, Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. MISCELLANEOUS: This Lease represents the full and complete agreement and understanding of the parties; all prior and contemporaneous agreements are merged herein. Any modifications of the terms of this Lease shall only be effective if in writing and signed by the duly-authorized representatives of both Landlord and Tenant. This Lease shall be binding upon and shall inure to the benefit of the parties' respective representatives, successors, transferees and assigns. The captions contained herein are for convenience only, do not form a part of the Lease and shall have no legal effect.

[Signatures on the following page]

WITNESS our hands and seals the date above written.

LANDLORD

WATER SUPPLY DISTRICT OF ACTON,
by its Board of Water Commissioners

By: _____

Name: _____

Title: _____

Date: _____

TENANT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The land in Acton, Massachusetts, shown as “Parcel of Land to be Acquired” on a plan entitled “Proposed Location 3 M G Reservoir, Water Supply District of Acton, Acton, Mass.” dated September 1973, prepared by Dufresne-Henry Engineering Corp., and recorded with the Middlesex South Registry of Deeds as Plan 87 of 1974, containing approximately 26.5 acres of land, according to said plan.

EXHIBIT B

DESCRIPTION OF THE PREMISES

