

**AGENDA OF THE
BOARD OF PUBLIC WORKS AND SAFETY
City of Angola, Indiana**

Monday, December 7, 2020 – 6:30 p.m.

To connect to this virtual meeting call 1-219-293-4381 ID 779 442 786 #.

CALL TO ORDER BY CHAIR HICKMAN

1. Member roll call by Clerk-Treasurer Twitchell.

Hickman _____ Martin _____ Olson _____

2. Request approval of the November 2 minutes. (attachment)

ORDER OF BUSINESS

1. Request appointment of the following firefighters to the Angola Fire Department:
 - Christopher J. Greuter, Probationary Firefighter start date 8/5/2020
 - Corey M. Glasper, Probationary Firefighter start date 10/16/2020
2. Request appointment of the following police officer to the Angola Police Department:
 - Jacob A. Johnson, Probationary Police Officer start date 9/27/2020
 - Taylor D. Mowry, Probationary Police Officer start date 10/4/2020
3. Consideration and action on request from AT&T to secure a long-term lease for their communications facility located at 109 Jackson Street. (attachment)
4. Department head reports.
5. Other business.

NEXT MEETING

The next meeting is Monday, January 4, 2021.

ADJOURNMENT

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least three business days ahead of scheduled meeting. Contact the Clerk-Treasurer, 210 North Public Square, Angola, IN 46703, (260) 665-2514 extension 7353, clerktreasurer@angolain.org as soon as possible but no later than three business days before the scheduled event.

NOVEMBER 2, 2020

The regular meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair Richard M. Hickman at 6:30 p.m. at the Angola Training Center, 306 West Mill Street 1B. Members Richard M. Hickman, David B. Martin, and David A. Olson answered roll call. No Member was absent. Deputy Clerk Ryan Herbert recorded the minutes.

Among those present were Chief of Police Stu Hamblen, City Attorney Kim Shoup, Street Commissioner Doug Anderson, City Engineer Amanda Cope, Wastewater Superintendent Craig Williams, Water Superintendent Tom Selman, Economic Development and Planning Director Likes, and Fire Chief T.R. Hagerty.

Also, among those present was Ashlee Hoos of *The Herald Republican*.

APPROVAL OF MINUTES

Member Olson moved to approve the October 5, 2020 minutes. Member Martin seconded the motion. On call of the vote, the motion carried 3-0.

ORDER OF BUSINESS

The Board was asked to consider and act on the tabled request by Greg Baird at 800 Butler Street to connect his property via driveway to Thomas Drive. The matter was tabled from the August 3 and September 8 meetings while legality of granting an easement was investigated. Member Martin reported that it is his opinion that Mr. Baird should be allowed to use the land to build a driveway so long as it is built to spec and they are the only users. The driveway would be theirs to build and maintain. The City should not extend the street as it would not be useful to the taxpayers. Ivan Kablou, son of Mr. and Mrs. Baird, spoke on their behalf and stated that the road was included in the original plat and never finished. He believed it was the intent for the road to be finished in the original plan. Member Martin said it is not uncommon in developments to put in stub streets for possible future development. There are other places where private drives extend from these points. Member Olson stated he does not think the City should extend the street. He asked City Attorney Shoup who owns the land. Attorney Shoup responded that for all intents and purposes the City owns the land, but it would be fine if property owners would like to build to the street over this land. City Engineer Cope agreed that the Baird's should be allowed to build driveway, and the City should not extend the street. She stated that the cost to extend the street would run at least \$24,000 and possibly more given the poor soil condition. Member Martin moved to allow Mr. Baird to build a customary driveway approach to City spec at the City street with the issue to be revisited if the land is subdivided. Member Olson seconded the motion. The motion carried 3-0.

Member Olson moved to approve the Stormwater Management/BMP Facilities Agreement with Trine University for real property located at 1150 Thunder Drive. Member Martin seconded the motion. The motion carried 3-0. (Trine University Golf Apartments Building 5)

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:48 p.m.

Richard M. Hickman, Chair

Attest:

Debra A. Twitchell, Clerk-Treasurer



October 19, 2020

City of Angola
210 North Public Square
Angola, IN 46703

Re: AT&T Cell Site Lease | FA: **10144288** | Site Name: Cus - Angola (Downtown)

Dear City of Angola,

AT&T is in a very competitive space and we need to ensure that our lease terms and conditions are supportive of our current and future needs. **AT&T has the option to either extend or terminate the above referenced lease ("Lease") in approximately two years and five months.** AT&T is instituting a new program to evaluate terms and conditions of all leases coming up for renewal, explore advance renegotiation options and consider possible alternative site locations. Our first choice is to create a new agreement that serves both parties well. Conditions we desire to implement in all new "go forward" leases include:

- "Real Estate Rights": In its simplest form, a lease right to utilize the entire RAD center without any "per touch" rent upcharges.
- Rents reduced to competitive rates.
- Reduced or no annual escalators (depending on other terms of the overall new deal).

As you know, it takes time to negotiate, plan and execute a site relocation. That is why AT&T's review process is starting now. Please review the specifics of our Lease agreement and advise if you are willing to enter into discussions regarding a new, modified contract. For new terms consistent with the above, AT&T will in turn consider additional term extensions.

AT&T will appreciate a reply within 60 days of receipt of this letter. A "no" or non-response will trigger AT&T's review of alternate locations. A positive response will be appreciated, but satisfactory terms and conditions must be negotiated within 90 days or AT&T will continue to evaluate alternative site locations. Responses may be sent via email, standard mail, or called in as designated below. Please reference FA number **10144288** in your response so that AT&T may ensure your response is documented accordingly. AT&T values its association with you and looks forward to continuing this relationship for the long term.

Sincerely,

A handwritten signature in blue ink that reads "Gregory D. Ohmer".

Gregory D. Ohmer
Director – Network Planning

Email Responses to: g03998@att.com with a Subject line of **Partnership - FA 10144288**

Mail Responses to: AT&T Cell Site Partnership 1347 (FA 10144288)
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319
Attn: Kevin Diehl

Telephone Number: **888-517-1212** (8am to 5pm PDT)



November 2, 2020

City of Angola
210 North Public Square
Angola, IN 46703

Re: Communications Facility located at 109 Jackson Street, Angola, IN 46703

Contract #: 129289 / FA#: 10144288

Dear City of Angola,

AT&T Mobility ("AT&T") has engaged MD7 to work with you to make the above-referenced site better for both parties. The conditions AT&T desires to implement in all new "go forward" leases are referenced in the bullet points below. We look forward to coming to a mutually beneficial agreement.

Criteria for Cellular Site Retention:

AT&T will need the following to secure a longer-term lease with you:

- **\$18,600.00** per year, commencing **April 1, 2023**
- **5% rent increase every 5 years**, commencing **April 1, 2028**
- Extension of Lease, 6-five year terms, through **March 31, 2053**
- Lease provisions as listed below in order of vitality for AT&T

In order to maintain its long-term flexibility, AT&T will also require the following lease provisions to address future technological and network changes:

■ **Permitted Use**

"Tenant, its personnel, invitees, contractors, agents, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and, with prior written notice to landlord, to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon (collectively, "Communications Facility"), or relocate the same within the Premises at any time during the term of the Agreement for any reason, **so long as these changes do not exceed the structural capacity of the tower/structure at this height, or at Tenant's sole expense upgrade the structural capacity**, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant."

■ Right of First Refusal

"Notwithstanding any other provisions contained in the Agreement, if at any time after the date of this Fifth Amendment, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 6, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this Section 6. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 6 with respect to any future proposed conveyances as described herein."

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to November 9, 2020. Please keep in mind that AT&T's discussion process has a deadline of 90 days from your initial response. **If satisfactory terms and conditions are not agreed upon through a signed amendment within this 90 day period, this will trigger AT&T's review of alternate locations.**

Thank you for your consideration.

Sincerely,

MD7

Gedi Stasiunas

Lease Consultant

d: (858) 997-1072

a: 10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

e: gstasiunas@md7.com

Authorized Agent for AT&T Mobility

cc: Gregory D. Ohmer

Director-Network Planning, AT&T Mobility



ELEVATED WATER STORAGE TANK SPACE LEASE

This Non-Exclusive Lease is made and entered into this 15th day of APRIL, 1998, by and between the City of Angola, with principal offices at 204 West Gilmore Street, Angola, Indiana 46703 ("Lessor"), and Centennial Cellular Tri-State Operating Partnership, having an address c/o Centennial Communications, 6302 Constitution Drive, Fort Wayne, Indiana 46804 ("Lessee"):

1) The term of this Lease shall be for five (5) years (the "Initial Term"). This Lease shall commence on the date on which Lessee's equipment is installed and operational on the Leased Premises. Lessee shall have four (4) options to renew this Lease for additional five-year periods under the same terms and conditions as set forth herein. This Lease shall automatically renew unless Lessee gives Lessor written notice of Lessee's intention to terminate this Lease thirty (30) days prior to the end of the Initial Term or renewal term. Upon termination of initial term, Lessee shall have the option to terminate this Lease with six (6) months written notice to Lessor without further obligation or liability to Lessor.

2) For the first five (5) years of this Lease, Lessee shall pay Lessor Four Hundred Dollars (\$400.00) per month, payable in advance beginning on the first day of the first month of this Lease, provided, however, that the first and last months' rent shall be prorated in the event that this Lease commences on a day other than the first day of the month. The monthly rent for each five-year renewal period shall be increased by 10% based on the rent which applied during the preceding five-year period.

a) Of the above rent, One Hundred Dollars (\$100.00) shall be apportioned to use of ground space, the remainder shall be apportioned equally among Lessee's installation(s). Specifically, the rent for each antenna shall be One Hundred Dollars (\$100.00).

3) The Leased Premises shall include space on Lessor's Elevated Water Storage Tank which is located at Jackson Street, Angola, Indiana, on which Lessee shall be allowed to install, maintain and operate three (3) top-mounted cellular whip antennas (or less at Lessee's option), with related transmission lines and mounting equipment. The Leased Premises shall further include ground space of an area sufficient for the installation, operation and maintenance of (an) equipment shelter(s) at a mutually agreed upon location proximate to Lessor's Elevated Water Storage Tank. At Lessee's option, Lessee shall be allowed to install a concrete foundation for said equipment shelter. Lessee shall have the right to install security fencing, if necessary, around said equipment shelter. Lessor shall further grant to Lessee any and all access easements necessary to access the Leased Premises and to obtain utilities sufficient for the operation of Lessee's communication equipment on the Leased Premises.

4) Lessee shall have the option to add additional equipment on Lessor's Elevated Water Storage Tank provided there is adequate capacity on Lessor's Elevated Water Storage Tank and Lessor's use of the Elevated Water Storage Tank is not adversely affected. The rent for such additional installation shall be no greater than the individual proportionate cost of Lessee's pre-existing installations.

a) Lessee shall have the right to build and fortify the existing Elevated Water Storage Tank structure to support Lessee's installations.

5) Lessee shall, during the term of this Lease and any renewal thereof, have the right of ingress to and egress from the Leased Premises, over Lessor's access road, if any, for the purpose of installations, operation, maintenance or removal of Lessee's equipment, such right to be limited to authorized employees, sublessees, assignees, or agents of Lessee or other persons under Lessee's supervision.

6) The installation, operation and maintenance of Lessee's equipment shall in no way damage Lessor's Elevated Water Storage Tank, interfere with equipment previously installed on or in the Leased Premises by other users prior to Lessee's installation, or interfere with Lessor's maintenance of the Leased Premises.

7) Upon expiration of this Lease, Lessee shall remove all of Lessee's equipment installed on the Leased Premises without damage to Lessor's property, ordinary wear and tear excepted. Title to Lessee's equipment, fixtures and improvements installed on the Leased Premises shall be and remain vested in Lessee at all times.

8) During the term of this Lease and any renewal thereof, Lessee shall pay for its own separately metered utilities.

9) a) Lessor acknowledges that Lessee has evaluated any existing wireless communication users on the property based on the information supplied by Lessor on existing and known potential wireless communication users at the property and has determined the same would not, if properly and lawfully spaced and operated, interfere with Lessee's operations. If there is a subsequent change in any existing equipment or any addition of other equipment on the property causing interference to Lessee's operation, Lessor agrees to eliminate without cost and expense to Lessee, any such interference caused by Lessor or any one holding a property interest from or under Lessor in a prompt or timely manner. If such interference cannot be eliminated within a reasonable length of time, but not to exceed the fifteen (15) days after notice thereof, Lessor shall cease or require the party causing the interference to cease using the equipment which is causing the interference (except for brief tests necessary for the elimination of the interference).

b) Lessor shall not construct or allow to be constructed any structure or other improvement on the property which would interfere with Lessee's use and enjoyment of the leased premises as described herein, and Lessor shall not grant a lease to any other party or permit any existing Lessee to modify its use of the Leased Premises in a manner which would interfere with Lessee's use of the Leased Premises.

c) Lessor acknowledges (i) that Lessee operates under a federal license and the continuing interference with Lessee's operation may cause irreparable harm to Lessee; (ii) that the cessation of interference is material to the lease; and therefore (iii) that Lessee shall have as one of its rights the power to enjoin such interference at law or in equity or to terminate this Lease.

10) Lessee does hereby indemnify and hold harmless Lessor from any claim which may arise against Lessor by any reason of any occurrence attributable to Lessee's use of the Leased Premises.

11) Lessor does hereby indemnify and hold harmless Lessee from any claim which may arise against Lessee by any reason of any occurrence attributable to Lessor's or any other tenant's use or occupation of the Leased Premises. Lessor shall have no responsibility for damage to Lessee's property resulting from malicious actions of any party beyond the control of the Lessor.

12) Lessee, at its sole cost and expense, shall procure and maintain liability and casualty insurance in connection with its operations and equipment installed on the Leased Premises and shall provide Lessor with a certificate evidencing such insurance upon Lessor's request. This Paragraph 12 is reciprocal whereas Lessor grants the same rights to Lessee.

13) Lessor shall inform Lessee not less than twenty-four (24) hours in advance, of normal, non-emergency Elevated Water Storage Tank or other work on the Leased Premises which may be performed by Lessor, its tenants or subcontractors if such work shall interfere with the use or operation of Lessee's equipment or with Lessee's use of the Leased Premises as contemplated herein. Lessee shall inform Lessor not less than twenty-four (24) hours in advance of each occasion when it or its agents intends to climb the Elevated Water Storage Tank.

14) Should Lessee's ability to utilize the Leased Premises be interrupted by complete or partial destruction of the Leased Premises by wind, water, fire, lightning, or other Act of God, Lessor's or other tenant's or subtenant's casualty or negligence or other cause, whether or not insured against, during the term of the Lease or any renewal thereof, Lessee shall have the option to terminate this Lease immediately without any further liability to Lessor. Lessor shall not be obligated to rebuild its structure in the event of such partial or complete destruction.

15) This Lease is contingent upon Lessee's obtaining and maintaining any permits, licenses or approvals required by any federal, state or local authority including without limitation the Federal Communications Commission, the Federal Aviation Authority, and any local zoning authority, and the agreement of the adjacent cellular market licensee to the service contour overlap deemed necessary by Lessee. This Lease is further contingent upon Lessee's obtaining and maintaining any and all easements necessary to access the Leased Premises and obtain utilities sufficient for the operation of Lessee's equipment on the Leased Premises.

16) This Lease may at any time be assigned by Lessee with the prior written permission of the Lessor, except such permission shall not be required in the event that Lessee desires to assign its interests in this Lease to an affiliate of Lessee or subsequent purchaser.

17) This Lease may, at any time, be assigned by the Lessor, who shall provide notice of such assignment to Lessee within a reasonable amount of time and provided such assignee agrees to be bound by the terms of this Lease.

18) Any work performed by Lessor shall not interfere with the installation or operation of Lessee's equipment, or with Lessee's use of the Leased Premises as contemplated herein.

19) Lessor covenants that Lessee, upon performance of the terms herein, shall peaceably and quietly hold and enjoy the Leased Premises during the term or any renewal of this Lease without hindrance or interruption by Lessor or any other person.

20) This Lease shall be binding upon Lessor's heirs, subsequent purchasers, successors and assigns.

21) The Lessor bears the sole responsibility and expense in maintaining the facilities to the level suitable for installation and operation of Lessee's equipment, including but not limited to the obtaining and maintaining of any and all necessary licenses and permits including local zoning authorization. Failure to do so allows Lessee the option to cancel this Lease on thirty (30) days notice without further obligation or liability to Lessor. Lessor further agrees to comply with all tower or building marking and lighting requirements which may apply to Lessor's Elevated Water Storage Tank as prescribed by the FAA or the FCC or any other applicable authorities. If Lessor is in default under this paragraph and fails to cure the same within a reasonable time, and Lessee receives a notice of violation applicable to Lessee from the FAA, FCC or other applicable authority as a result thereof, Lessee shall have the option to terminate this Lease immediately upon notice to Lessor without further obligation or liability. Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's default under this paragraph.

22) If the Lessor decides to discontinue using the Elevated Water Storage Tank and demolish such structure, it shall give Lessee One Hundred and Eighty (180) days notice of such event whereupon this Lease shall terminate. However, if Lessor decides to replace such structure at this or another location, Lessee shall be given the option to relocate its facilities to the replacement structure and this agreement shall continue under the same terms and conditions.

23) In the event of default by Lessor of any of its obligations hereunder, rent shall abate during the period of default, and Lessee shall have the option to terminate this Lease upon thirty (30) days notice without further obligation or liability.


24) Lessor represents that it owns the Elevated Water Storage Tank, the land and other improvements situated on the Leased Premises in fee.

25) Lessee shall be allowed to commence operation of its cellular communications facility using a mobile equipment configuration, commonly known as a cell-on-wheels ("COW"). The COW may be positioned at a mutually agreeable location proximate to Lessor's tower while the permanent equipment building is constructed and equipped. COW-mounted equipment shall be connected to the antennas described elsewhere in this agreement. The period during which the COW may remain on Lessor's premises shall not exceed one hundred and twenty (120) days.

26) This Lease contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all other oral and written agreements or understanding between the parties. Neither party has made or relied on any promise, understanding, warranty or representation other than as specifically set forth herein. This Lease may not be changed, modified or amended except by a written instrument signed by both parties hereto. This Lease supersedes any prior agreement between the parties.

27) If any provision of this Lease, as applied to any party or to any circumstances, is adjudged by a court to be invalid or unenforceable, the same will in no way affect any other provision hereof, the application of such provision in any other circumstances, or the validity or enforceability of this Lease. In such event the parties agree that the court making the determination will have the power to alter such provision, to the extent necessary to make the remainder of the provision enforceable.

28) Notices. It is understood and agreed between the parties hereto that written notice delivered by an overnight delivery service or by certified mail, return receipt requested, postage prepaid to a party's offices as specified herein, shall constitute notice to that party sufficient to comply with the terms of this Lease. Addresses are as follows:

To Lessor: City of Angola Clerk/Treasurer
~~City of Angola Water Superintendent~~ 
204 West Gilmore Street
Angola, IN 46703

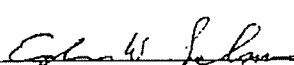
To Lessee: Centennial Cellular Tri-State Operating Partnership
c/o Centennial Communications
6302 Constitution Drive
Fort Wayne, IN 46804

With copy to: Centennial Communications
1305 Campus Parkway
Neptune, NJ 07753
Attn: Legal Department

29) No Joint Venture. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Agreement a Joint Venture or Partnership relation between them.

30) Notwithstanding standard rules of construction, both parties have had the opportunity to review this Lease prior to execution, and in its final form, the Lease reflects the understanding of both parties and shall not be construed against any one party.


CITY OF ANGOLA

By:  _____

Its: Mayor _____

Date: April 15, 1998 _____

(Lessor)

By:  _____

Its: VLEN _____

Date: 4-16-98 _____

(Lessee)

FIRST AMENDMENT TO TOWER SPACE LEASE AGREEMENT BETWEEN

City of Angola, Lessor

And

Centennial Cellular Tri-State Operating Partnership, c/o Centennial Communications Corp., Lessee

On this 26 day of February, 2003, City of Angola, ("Lessor") and Centennial Cellular Tri-State Operating Partnership, c/o Centennial Communications Corp., ("Lessee"), collectively referred to herein as the "Parties", having entered into a Elevated Water Storage Tank Space Lease Agreement ("Agreement") dated April 15, 1998, for a certain location on Lessor's property located at 109 Jackson Street, Angola, Indiana 46703, agree to amend the Agreement as contained herein.

In exchange for mutual promises and consideration, the receipt of which is hereby acknowledged by the Parties, the Parties hereby agree to modify the Agreement as follows:

That effective the date this Amendment is executed, Lessee shall be allowed to replace their three (3) whip antennas currently installed at the top of the Water Tank, with six (6) Antel RWA 80015 antennas, and as consideration for such antenna change, Lessee agrees to pay Lessor an additional monthly rental of Eight Hundred and 00/100 Dollars (\$800.00), which increase will take effect upon the date of execution of this Amendment, for a total monthly rental payment under the Agreement of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00).

All other aspects and terms of the above Agreement, entered into on April 15, 1998, will remain in full force and effect.

Lessor:

City of Angola

Name: Richard M. Hickman

Title: Mayor

Date: 2/26/03

Lessee:

Centennial Cellular Tri-State Operating
Partnership, c/o Centennial Communications Corp.

Name: Mark F. Caesar

Title: Properties and Leased Facilities Manager,
Attorney in Fact for Phillip H. Mayberry,
President, US Wireless Operations

Date: February 14, 2003

CORPORATE ACKNOWLEDGMENT

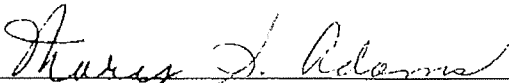
LESSOR:

STATE OF INDIANA)
)
COUNTY OF STEUBEN)

On this 26th day of February, 2003 before me, the subscriber, a Notary Public, in and for the aforesaid County and State, personally appeared Richard M. Hickman, Mayor of the City of Angola and in due form of law acknowledged that he/she is authorized on behalf of said corporation to execute all documents pertaining hereto and acknowledge to me that he/she executed the same as his/her voluntary act and deed on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State of the day and year last above written.

Mary S. Adams
Name, Notary Public


Signature, Notary Public

October 22, 2008
Commission Expires

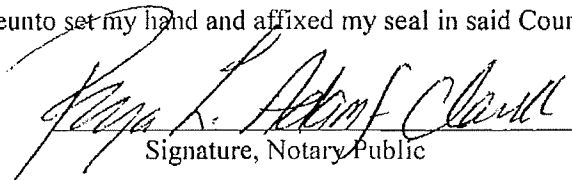
LESSEE:

STATE OF INDIANA)
)
COUNTY OF ALLEN)

On this 14th day of February, 2003 before me, the subscriber, a Notary Public, in and for the aforesaid County and State, personally appeared Mark F. Caesar, Properties and Leased Facilities Manager, Attorney In Fact for Phillip H. Mayberry, President, US Wireless Operations, of Centennial Communications Corp., and in due form of law acknowledged that he is authorized on behalf of said corporation to execute all documents pertaining hereto and acknowledge to me that he executed the same as his voluntary act and deed on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State of the day and year last above written.

Ronya L. Adams-Clark
Name, Notary Public


Signature, Notary Public

April 11, 2009
Commission Expires

SECOND AMENDMENT TO THE TOWER SPACE LEASE BETWEEN
THE CITY OF ANGOLA
AND
CENTENNIAL CELLULAR TRI-STATE OPERATING PARTNERSHIP,
c/o CENTENNIAL COMMUNICATIONS CORP., LESSEE

On this 15 day of July, 2006, the City of Angola, ("Lessor") and Centennial Tri-State Operating Partnership, c/o Centennial Communications Corp., ("Lessee"), collectively referred to herein as the "Parties", having entered into an Elevated Water Storage Tank Lease Agreement ("Agreement") dated April 15, 1998 for a certain location on Lessor's property located at 109 Jackson Street, Angola, Indiana 46703, agree to amend the Agreement as contained herein.

In exchange for mutual promises and consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree to modify the Agreement as follows:

That effective the date this Amendment is executed, Lessee shall be allowed to install three (3) additional Antel RWA 80015 Antennas, one (1) per sector, to the existing mount.

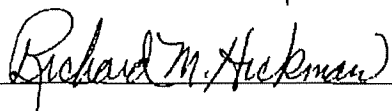
That Lessee will increase compensation for the installation of additional antennas in the amount of One Hundred Forty Six and Sixty-Six /100 Dollars (\$146.66) per antenna, per month. Such increase will take effect upon June 1, 2006. The new monthly rental payment under the Agreement will be One Thousand Seven Hundred Fifty Nine and Ninety-Eight/100 Dollars (\$1,759.98).

That Lessee Notice address is amended to Centennial Communications Corp., 2422 W. State Blvd., Fort Wayne, IN 46808

All other aspects with respect to the above Agreement April 15, 1998 will remain in full force and effect.

"Lessor":

City of Angola



Name: Richard M. Hickman

Title: Mayor

Date: 8/21/06

"Lessee":

Centennial Cellular Tri-State Operating Partnership, c/o Centennial Communications Corp.



Name: Mark F. Caesar

Title: Properties & Leased Facilities Manager, Attorney in Fact for Phillip H. Mayberry, President, U.S. Wireless Operations.

Date: 8/3/06

CORPORATE ACKNOWLEDGEMENT

LESSOR:

STATE OF INDIANA)
)
COUNTY OF STEUBEN)

On this 22 day of August, 2006 before me, the subscriber, a Notary Public in and for the aforesaid County and State, personally appeared Richard M. Perkins, Mayor of the City of Angola and in due form of law acknowledged that he/she is authorized on behalf of said corporation to execute all documents pertaining hereto and acknowledge to me that he/she executed the same as his/her voluntary act and deed on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State of the day and year last above written.

06/05/08
Name, Notary Public

[Signature]
Signature, Notary Public

06-05-08
Commission Expires

LESSEE:

STATE OF INDIANA)
)
COUNTY OF ALLEN)

On this 3RD day of August, 2006 before me, the subscriber, a Notary Public, in and for the aforesaid county and State, personally appeared Mark F. Caesar, Properties and Leased Facilities Manager, Attorney In Fact for Phillip H. Mayberry, President, US Wireless Operations, of CENTENNIAL CELLULAR TRI-STATE OPERATING PARTNERSHIP, c/o CENTENNIAL COMMUNICATIONS CORP., and in due form of law acknowledged that he is authorized on behalf of said corporation to execute all documents pertaining hereto and acknowledge to me that he executed the same as his voluntary act and deed on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State of the day and year last above written.

Deb Parker
Name, Notary Public

[Signature]
Signature, Notary Public

4-24-09
Commission Expires

Market: Michigan/Indiana
Cell Site Number: GRANMI2686
Cell Site Name: CUS - Angola (Downtown)
Fixed Asset Number: 10144288

THIRD AMENDMENT TO ELEVATED WATER STORAGE TANK SPACE LEASE

THIS THIRD AMENDMENT TO ELEVATED WATER STORAGE TANK SPACE LEASE, (this "Amendment"), dated as of the latter of the signature dates below, is by and between the City of Angola, having a mailing address of 204 West Gilmore Street, Angola, Indiana 46703 ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, (successor in interest to Centennial Cellular Tri-State Operating Partnership, c/o Centennial Communications Corp.), having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Lessee").

WHEREAS, Lessor and Lessee entered into an Elevated Water Storage Tank Space Lease dated April 15, 1998, First Amendment dated February 26, 2003, and Second Amendment dated July 15, 2006, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 109 Jackson Street, Angola, Indiana 46703 (collectively, the "Agreement"); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the addition, modification or replacement of existing antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Additional Antennas. In addition to the other antennas permitted in the Agreement, Landlord consents to the installation and operation of additional antennas, associated cables and

equipment as more completely described on attached Exhibit 1-A. Lessor's execution of this Amendment will signify Landlord's approval of Exhibit 1-A. .

2. Rent. Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by Three Hundred and No/100 Dollars (\$300.00) per month, subject to further adjustments as provided in the Agreement. Upon Tenant's removal of additional antennas, Rent will revert to the original rate, subject to adjustments as provided in the Agreement, upon thirty (30) days' prior written notice to Landlord.

3. Notices. Section (28) of the Agreement is hereby deleted in its entirety and replaced with the following:

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

If to Lessee: New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #:GRANMI2686, Cell Site Name: CUS – Angola (Downtown),
FA No: 10144288
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With the required copy of legal notice sent to Lessee at the address above, a copy to the Legal Department: New Cingular Wireless PCS, LLC
Attn: Legal Department,
Re: Cell Site #:GRANMI2686, Cell Site Name: CUS – Angola (Downtown),
FA No: 10144288
15 East Midland Avenue
Paramus, NJ 07652

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

If to Lessor: City of Angola
Attn: Office of Clerk-Treasurer.
204 West Gilmore Street
Angola, Indiana 46703

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

4. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify

and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

"LESSOR"

City of Angola

By: Richard M. Hickman

Name: Richard M. Hickman

Title: Mayor

Date: 6/11/2012

"LESSEE"

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: M. F. Caesar

Name: Mark F. Caesar

Title: Senior Real Estate & Construction

Manager

Date: 5/23/2012

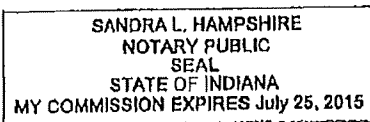
LESSEE ACKNOWLEDGEMENT

STATE OF INDIANA)

)ss:

COUNTY OF ALLEN)

On the 23RD day of MAY, 2012 before me personally appeared Mark F. Caesar, and acknowledged under oath that he is the Senior Real Estate and Construction Manager of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



Sandra L. Hampshire
Notary Public: _____
My Commission Expires: _____

LESSOR ACKNOWLEDGEMENT

STATE OF Indiana)

)ss:

COUNTY OF Steuben)

I CERTIFY that on June 11, 2012, Richard M. Hickman personally came before me and acknowledged under oath that he or she;

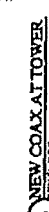
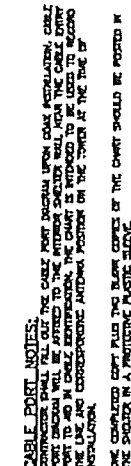
- (a) is the Mayor of the City of Angola, the Lessor named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the Lessor. Mary Sue Adams

Notary Public: Mary Sue Adams
My Commission Expires: October 22, 2016

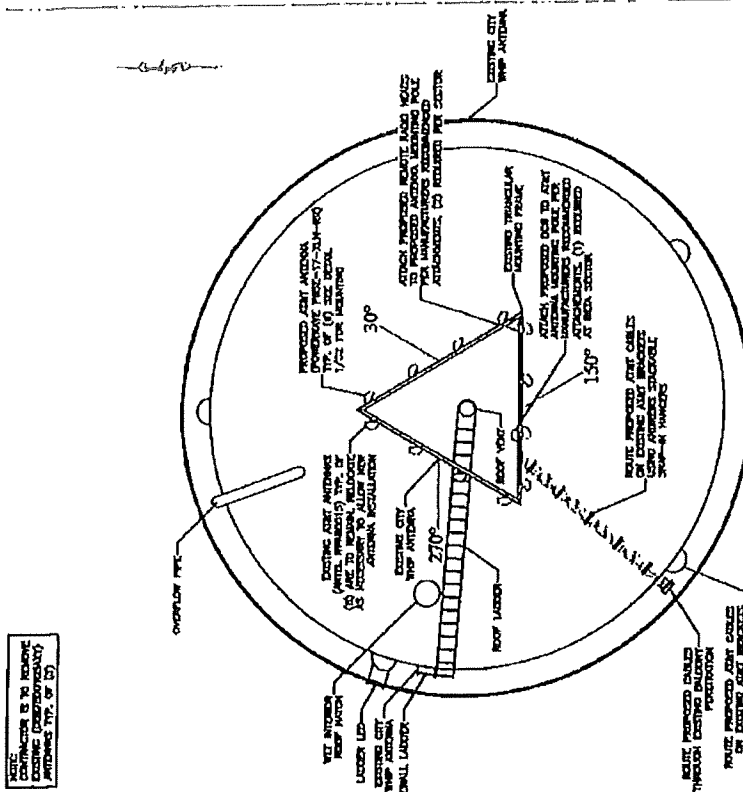
**Exhibit 1-A
EQUIPMENT LIST**

- (12) Andrew panel antennas
- (12) Coax @ 7/8" cable
- (1) Raycap demarcation box
- (6) Remote Radio Heads
- (3) Tower Mounted Amplifiers
- (1) Fiber cable
- (2) DC cables
- (1) RET cable

Construction and Engineering Drawings attached below



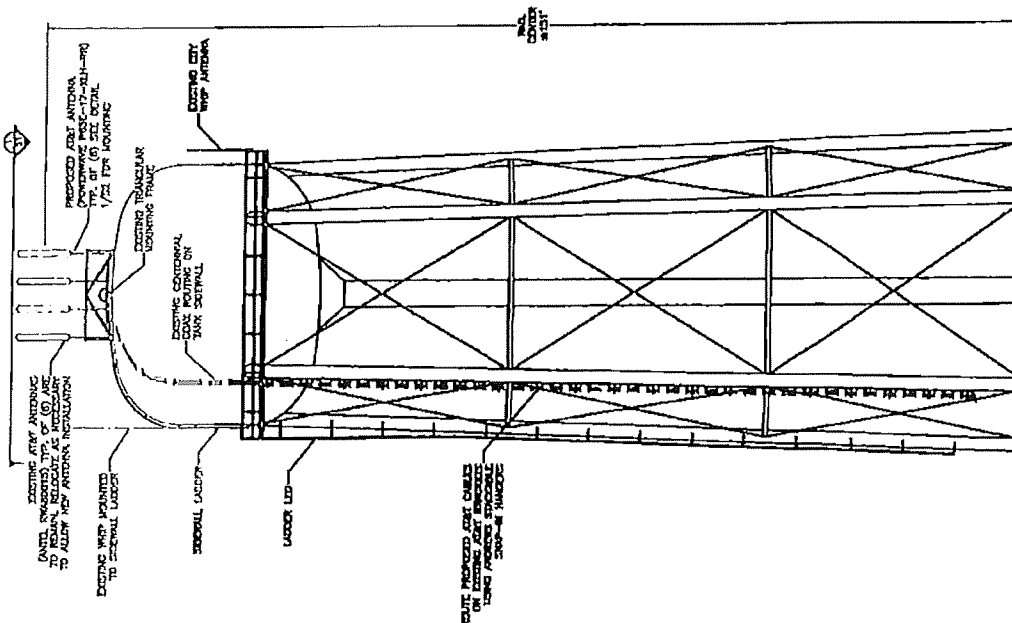
5
(f)



PLAN VIEW

Wm J. Ditten
5-16-12
exp 7-31-12

STRUCTURAL SHEETS S1 & S2



SOUTH ELEVATION VIEW

Cell Site No.: GRANMI2686
Cell Site Name: MIGR03-CUS-ANGOLA (DOWNTOWN)
Fixed Asset No.: 10144288
Market: MI / IN
Address: 109 Jackson Street

FOURTH AMENDMENT TO ELEVATED WATER STORAGE TANK SPACE LEASE

THIS FOURTH AMENDMENT TO ELEVATED WATER STORAGE TANK SPACE LEASE ("**Fourth Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of Angola, having a mailing address of 210 North Public Square, Angola, IN 46703, with a copy to: Attn: City Attorney, c/o Shoup & Shoup Law Office, 112 South Wayne Street, Angola, IN 46703 (hereinafter referred to as "**Lessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

WHEREAS, Lessor (or its respective predecessor-in-interest) and Lessee (or its respective predecessor-in-interest) entered into an Elevated Water Storage Tank Space Lease dated April 15, 1998, as amended by First Amendment to Tower Space Lease Agreement dated February 26, 2003, as amended by Second Amendment to the Tower Space Lease dated July 15, 2006, as amended by Third Amendment to Elevated Water Storage Tank Space Lease dated June 11, 2012 (hereinafter, collectively, the "**Agreement**"), whereby Lessor leased to Lessee certain premises ("**Premises**"), therein described, that are a portion of the property ("**Property**") located at 109 Jackson Street, Angola, IN; and

WHEREAS, the term of the Agreement will expire on April 14, 2023, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to adjust the Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

Cell Site No.: GRANMI2686
Cell Site Name: MIGR03-CUS-ANGOLA (DOWNTOWN)
Fixed Asset No.: 10144288
Market: MI / IN
Address: 109 Jackson Street

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on April 15, 2018 ("**New Term Commencement Date**"). As of the New Term Commencement Date, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to two (2) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Rent.** Commencing on April 15, 2018, the current Rent payable under the Agreement shall be Two Thousand Four Hundred Fifty-Nine and 58/100 Dollars (\$2,459.58) per month (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Section 2 of the Agreement shall be amended to provide that Rent shall be adjusted as follows: commencing on April 15, 2023, and each Additional Extension Term exercised thereafter, the monthly Rent will increase by six percent (6%) over the Rent paid during the previous Term.

3. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

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

5. **Acknowledgement.** Lessor acknowledges that: 1) this Fourth Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Fourth Amendment and the underlying Agreement and, prior to execution of this Fourth Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of this Fourth Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Fourth Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

Cell Site No.: GRANMI2686
Cell Site Name: MIGR03-CUS-ANGOLA (DOWNTOWN)
Fixed Asset No.: 10144288
Market: MI / IN
Address: 109 Jackson Street

6. **Notices.** Section 28 of the Agreement is hereby deleted in its entirety and replaced with the following:

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

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: GRANMI2686
Cell Site Name: MIGR03-CUS-ANGOLA (DOWNTOWN) (IN); Fixed Asset No.: 10144288
575 Morosgo Drive
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: GRANMI2686
Cell Site Name: MIGR03-CUS-ANGOLA (DOWNTOWN) (IN); Fixed Asset No.: 10144288
208 S. Akard Street
Dallas, Texas, 75202-4206

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

And as to Lessor:

City of Angola
210 North Public Square
Angola, IN 46703

With a copy to:

City of Angola
Attn: City Attorney
c/o Shoup & Shoup Law Office
112 South Wayne Street
Angola, IN 46703

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor will send the below documents to Lessee. In the event Lessee does

Cell Site No.: GRANMI2686
Cell Site Name: MIGR03-CUS-ANGOLA (DOWNTOWN)
Fixed Asset No.: 10144288
Market: MI / IN
Address: 109 Jackson Street

not receive such appropriate documents, Lessee shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Lessor including all phone numbers

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: GRANMI2686
Cell Site Name: MIGR03-CUS-ANGOLA (DOWNTOWN)
Fixed Asset No.: 10144288
Market: MI / IN
Address: 109 Jackson Street

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Fourth Amendment on the dates set forth below.

LESSOR:

City of Angola

LESSEE:

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

By: AT&T Mobility Corporation

Its: Manager

By: Richard M. Hickman

Print Name: Richard M. Hickman

Title: Mayor

Date: December 17, 2015

By: [Signature]

Print Name: TERRY LUNDQUIST

Title: Sr. Team Project Manager

Date: 1/21/16

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

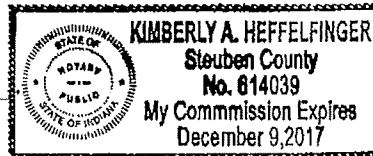
Cell Site No.: GRANMI2686
Cell Site Name: MIGR03-CUS-ANGOLA (DOWNTOWN)
Fixed Asset No.: 10144288
Market: MI / IN
Address: 109 Jackson Street

LESSOR ACKNOWLEDGEMENT

STATE OF Indiana)
) SS.
COUNTY OF Steuben)

I certify that I know or have satisfactory evidence that Richard M Hickman is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Mayor of the **City of Angola**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/17/15



Notary Seal

Kimberly A Heffelfinger
(Signature of Notary)
Kimberly A Heffelfinger
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Indiana
My appointment expires: 12/9/17

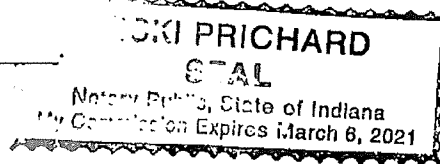
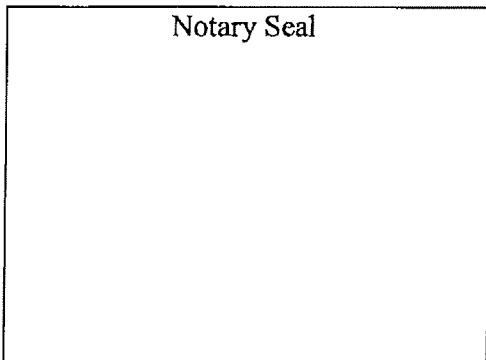
Cell Site No.: GRANMI2686
Cell Site Name: MIGR03-CUS-ANGOLA (DOWNTOWN)
Fixed Asset No.: 10144288
Market: MI / IN
Address: 109 Jackson Street

LESSEE ACKNOWLEDGEMENT

STATE OF Indiana)
) SS.
COUNTY OF Allen)

I certify that I know or have satisfactory evidence that Terry Lundquist is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sr Tech Project mgr of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 8/26/16



Vicki Prichard
(Signature of Notary)
Vicki Prichard
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Indiana
My appointment expires: 3/6/21

Cell Site No.: GRANMI2686
Cell Site Name: MIGR03-CUS-ANGOLA (DOWNTOWN)
Fixed Asset No.: 10144288
Market: MI / IN
Address: 109 Jackson Street

Exhibit A

Copy of Agreement