



Mt. Washburn

Butler, Matt <Matt.Butler@verizonwireless.com>
To: "De Young, Bret" <bret_deyoung@nps.gov>

Thu, May 30, 2013 at 11:22 AM

Here is a starting point. We are still looking for a good federal deal. Can you run this language up the ladder on your end and see what you the feedback is. We need to figure out contributions from other carriers. Rent between VZW and Parks could either be in the form of abatement or reduced rent over a period of time.

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CONSTRUCTION AND TRANSFER OF IMPROVEMENTS. Following LESSEE's exercise of its option, LESSEE shall construct certain improvements on the Land Space, to include a communications tower (the "Tower") and a ___' by ___' equipment shelter (the "Shelter"), both of which are depicted on Exhibit "C" attached hereto and made a part hereof. Prior to commencement of construction of the Tower and the Shelter, LESSEE shall provide plans for the Tower and Shelter for LESSOR's reasonable approval. If LESSOR does not approve of such plans within seven (7) days of delivery of such plans to LESSOR, LESSOR shall be deemed to have approved such plans. Following LESSOR's approval of the plans for the Tower and Shelter, LESSEE may proceed with the construction of the Tower and the Shelter. Upon completion of construction of the Tower and Shelter, LESSEE shall provide LESSOR with seven (7) days in which to inspect the Tower and Shelter and note any construction deficiencies or deviations from the plans previously approved by LESSOR. Upon LESSOR's satisfactory inspection of the Tower and Shelter, LESSEE will execute and deliver to LESSOR a Bill of Sale substantially in the form attached hereto as Attachment "1", transferring all of LESSEE's right, title and interest in and to the Tower and Shelter to LESSOR. LESSOR shall accept with Tower and Shelter in their then-current "AS-IS" condition, and shall specifically disclaim any warranty of workmanship or suitability for any particular purpose. Following the transfer of the Tower and the Shelter, LESSOR may install at its sole cost and expense, its own equipment on the Tower and in the Shelter, provided LESSOR shall coordinate such installation with LESSEE, and further provided LESSOR's equipment shall not be installed on the Tower Space or in the Shelter Space (as those terms are defined in Paragraph 5, below).

TOWER SPACE AND SHELTER SPACE. Following LESSEE's transfer of the Tower to LESSOR, LESSOR shall lease to the LESSEE a portion of that certain space (the "Tower Space") on the Tower to install antennas as shown on Exhibit "C" and related radio equipment and appurtenances described in Exhibit "D" attached hereto and made a part hereof. LESSOR shall also, following the transfer of the Shelter to LESSOR, lease to the LESSEE a portion of the Shelter as shown on Exhibit "E" attached hereto and made a part hereof (the "Shelter Space"). LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "D" attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower. From and after the Commencement Date, the term "Premises" as used herein shall collectively refer to the Tower Space, Shelter Space, Land Space and Rights of Way.

LATE COMERS FEES. In recognition of the extraordinary development costs incurred by LESSEE in the construction of the Tower and Shelter, LESSOR agrees that each subsequent users of the Tower and/or Shelter shall be required to pay to LESSEE a late comers fee in the amount of _____ percent (____%) of

LESSEE's site total development costs (the "Late Comers Fee"). Following the construction of the Tower and Shelter but prior to the conveyance of the same to LESSOR, the parties shall attach to this Agreement as Exhibit E, LESSEE's total cost incurred in the development and construction of the Tower and Shelter. LESSOR agrees that before each subsequent tenant or licensee of LESSOR installs any equipment on the Tower and/or in the Shelter, such tenant or licensee shall remit the Late Comers Fee to LESSEE.

Thanks,

MB

Matt Butler

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Verizon Wireless

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From: Tock, Warren [mailto:warrentock@dwt.com]
Sent: Thursday, May 30, 2013 10:45 AM
To: Butler, Matt
Cc: Hendrickson, John
Subject: RE: Help

Matt-

From: Butler, Matt [mailto:Matt.Butler@VerizonWireless.com]
Sent: Thursday, May 30, 2013 9:18 AM
To: Tock, Warren
Subject: RE: Help

That was my thought, but they would like to see the language. We would be building it and recouping money from ATT, Union, and maybe the park.

MB