

LAND LEASE AGREEMENT
BETWEEN LAKE HAVASU CITY
AND
STEVEN GREELEY

THIS LAND LEASE AGREEMENT (this "Agreement") is entered into May 24, 2016 (the "Effective Date"), between Steven Greeley, d/b/a KJJK/KNTR AM RADIO (the "Lessee"), and the LAKE HAVASU CITY, an Arizona municipal corporation (the "City"). The City and the Lessee are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City owns certain real property located at 900 London Bridge Road, Lake Havasu City, Arizona, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Lessee and the City desire to enter into this Agreement in order to grant Lessee the right to operate and maintain an existing 250' lighted guyed AM Broadcast Tower (the "Tower") facility on a portion of the Property, being described as (i) an irregular ground space measuring approximately 23.00' x 26.61' x 26.61' x 40.00' and containing approximately 776.00 square feet (the "Tower Parcel"), as described and depicted on the plans prepared by SELBERG ASSOC., entitled "LUHSD BUS PARKING LOT" date stamped JAN 20, 2004 attached hereto as Exhibit B and incorporated herein by reference (the "Plans"). The Plans shall include any modifications approved by the City Manager or authorized designee.

C. In addition to the Tower Parcel, the Lessee desires non-exclusive easements for (i) the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more easements to the Tower Parcel from the edge of the Property (the "Utility Easements," as defined in Subsection 2.1 below), (ii) ingress and egress over the Property to the Tower Parcel (the "Access Easement," as defined in Subsection 2.2 below) and (iii) the maintenance of copper ground wires buried below the surface radiating out from the Tower a distance of 142 feet (the "Ground Wire Easement" as defined in Section 2.3 below). The Tower Parcel, the Utility Easements, the Ground Wire Easement and the Access Easement are collectively referred to herein as the "Premises."

D. Pursuant to this Agreement, the Lessee and the City desire to establish their respective rights and responsibilities for operation of the "Communications Facilities" (as defined in Subsection 3.1 below).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Lessee hereby agree as follows:

1. Lease Agreement.

1.1 Initial Lease Term. The initial term of this Agreement shall be five years (the "Initial Lease Term") commencing on the Effective Date and terminating on the fifth anniversary of the Effective Date, unless otherwise sooner terminated as provided herein. The Initial Lease Term and any exercised Extension Terms (as defined in Subsection 1.2 below), are collectively referred to herein as the "Lease Term."

1.2 Renewal. Upon expiration of the Initial Lease Term, the Lessee may request to extend the Term of the Agreement for up to three additional five-year terms commencing immediately after the Initial Lease Term (individually each is referred to as an "Extension Term" and collectively as the "Extension Terms") on the same terms and conditions as set forth herein except for the Rent (as defined below) specified below, by delivering to the City written notice of its election to exercise any renewal for an Extension Term (the "Notice") at least 90 but not earlier than 180 days prior to the expiration of the Initial Lease Term or any then-current Extension Term, as applicable. Only upon the giving of the Notice of renewal and extension in accordance with the foregoing provisions will the Lease Term be renewed and extended in accordance with such Notice. The City may deny extension of the Lease Term by written notification of its intention not to renew the Lease Term within 30 days after receipt of Lessee's renewal Notice or at any time at least two years prior to the expiration of the Initial Lease Term or applicable Extension Term. In the event the City fails to provide a notice of non-renewal, the term shall be deemed extended for the Extension Term. Notwithstanding anything herein to the contrary, the City shall have the unconditional right, with or without cause, to terminate this Agreement upon two year's prior written notice; provided, however, that such notice shall not be given within four years following the Effective Date.

1.3 Rent.

A. Base Rent.

(1) The Lessee shall pay base rent ("Base Rent") in the amount and in the manner specified hereunder, commencing on the Effective Date. All rent shall be due and payable in advance not later than the first day of each month. Notwithstanding the payment deadlines set forth above, the Lessee may, at its sole option and without penalty, pay the full annual amount of Base Rent in advance in one annual payment.

(2) Base Rent during the first year of the Initial Term shall be \$1,000.00 per month. The annual rental rate (paid in monthly installments as stated above) shall increase by 4% on each annual anniversary of the Effective Date throughout the Term of this Agreement. All payments by the Lessee to the City required pursuant to this Agreement are collectively referred to as "Rent."

B. Late Rent. Should any installment of Rent not be paid within 15 days following the date due, a 10% late fee shall be added to the amount due. Furthermore, any and all amounts payable by the Lessee under this Agreement that are not paid within 15 days following the date due shall accrue interest at the rate of 1% per month from the date the amount first came due until paid. The Lessee expressly agrees

that the foregoing represents reasonable estimates of the City's costs in the event of delay in payment of the Rent, and is not a penalty.

C. No Setoffs. All Rent shall be paid in full directly to the City without setoff, demand or deduction of any description. Lessee expressly waives any right of setoff.

D. Holding Over. Any holding over after the expiration of the Lease Term with the consent of the City shall be construed to be a tenancy from month to month at a Base Rent of 150% of the Base Rent in effect for the last year of the Lease Term, and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

1.4 Utilities. The Lessee shall pay for all utilities it consumes in its operations on the Premises (separately metered and using separate circuits). The City agrees to execute such documents or easements as may be reasonably required by utility companies or others to provide such service; provided, however, that any easement necessary for such power or other utilities shall be at a location reasonably acceptable to the City and the servicing utility company and may, at the City's election, be extinguished by the City at the termination of this Agreement. All utility lines, without exception, shall be underground, and the ground shall be repaired and re-vegetated, as applicable, in a manner acceptable to the City.

1.5 Taxes. The Lessee shall pay all real, leasehold and personal property taxes assessed on, or any portion of such taxes attributable to Lessee's operations on the Premises. As required by ARIZ. REV. STAT. § 42-6206, notice is hereby given that the Lessee shall be responsible for any and all government property lease excise taxes described in ARIZ. REV. STAT. § 42-6201 *et seq.* or similar laws in force from time to time. In the event that the Lessee is found to be in violation of its obligation to pay taxes pursuant to applicable law, failure by the Lessee to pay such taxes after receipt of notice and opportunity to cure is an event of default that could result in divesting the Lessee of any interest in or right of occupancy of the Premises.

2. Easements.

2.1 Utility Easements. The City hereby grants to the Lessee non-exclusive easements in the form attached hereto as Exhibit C for maintenance of utility wires, poles, cables, conduits and pipes over or under the Property as depicted on the Plans (the "Utility Easements"). The Lessee shall be responsible for, at its sole cost and expense, the repair of any damage to the Property, including but not limited to, sidewalks, landscaping, storm drains, erosion control, perimeter walls and utility lines, caused by the installation, repair and maintenance of Lessee's Utility Easements.

2.2 Access Easement. The City hereby grants to the Lessee the right of entry to access, operate and maintain the Communications Facilities. This includes ingress and egress, 7 days per week, 24 hours per day, on foot over or along an easement across the Property (as depicted in the Plans), in the form attached hereto as Exhibit D (the "Access Easement"). In the event vehicular access is necessary for the operation and maintenance of the Communications Facilities, the Lessee shall be responsible, at its sole cost and expense, for the repair of any

damage to the Property, including but not limited to, sidewalks, landscaping, storm drain, erosion control and perimeter walls, caused by the Lessee's vehicular access. Maintenance and operation of the Premises shall not include additional construction work on the Premises.

2.3 Ground Wire Easement. The City hereby grants to the Lessee a non-exclusive easement in the form attached hereto as Exhibit E for maintenance of ground wires extending from the base of the Tower into areas of the Property outside the Tower Parcel (the "Ground Wire Easement"). The Lessee shall be responsible for, at its sole cost and expense, the repair of any damage to the Property, including but not limited to, sidewalks, landscaping, storm drains, erosion control, perimeter walls and utility lines, caused by the repair and maintenance of facilities within the Ground Wire Easement.

3. Maintenance. Subject to the terms and conditions contained in this Agreement, the City hereby grants to the Lessee the right to operate the Communications Facilities within the Premises.

3.1 Tower and Equipment. The Lessee shall maintain the Tower on the Premises in accordance with the Plans, which Plans have been reviewed and approved by the City. The Tower shall remain of the type, configuration and design set forth in the Plans. The Lessee may continue to allow the wireless communications facilities of the type, configuration and design as described and depicted on the Plans and currently installed at the 100' RAD center. The Lessee also has the right to maintain and operate on the Premises foundations, utility lines, transmission lines, air conditioned equipment shelters, fences, electronic equipment, radio transmitting and receiving antennas, an emergency generator, supporting equipment and structures thereto, as more particularly described on the Plans. All improvements constructed and installed by the Lessee, including but not limited to the Tower, are hereinafter referred to as the "Communications Facilities," which shall to the extent reasonably possible, blend into the surrounding building architecture and landscaping. The Lessee shall have the right, without the City's prior approval, to make any modifications, repairs or replacements to the Communications Facilities so long as such modifications, repairs or replacements: (A) result in a substantially similar configuration; and (B) do not materially change the visual and aesthetic layout of the Communications Facilities as currently depicted in the Plans. As for all other modifications, repairs or replacements, the Lessee shall first obtain the City's prior written approval, which approval shall not be unreasonably denied, withheld or conditioned.

3.2 Ownership Upon Termination. Upon expiration or early termination of the Agreement, the Lessee shall, at its sole cost and expense, remove the Tower, Equipment and Grounding Wires and restore the Property to its original condition, reasonable wear and tear excepted.

3.3 Permits and Work on Property.

A. Standards. All work on the Premises shall be performed in strict compliance with such approved plans and specifications and the Plans, and no such work may materially interfere with existing City uses on the Property, nor render the Property materially unfit for use by the City or damage any existing facilities of the City. Nothing herein is intended to, nor shall, excuse Lessee's compliance with all ordinances, codes, and regulations of the City, including, but not limited to, zoning regulations. The City

agrees to reasonably cooperate, at no cost to the City, with Lessee's efforts to obtain or maintain any required licenses and permits, the Lessee agrees that all work shall be completed by a licensed and qualified contractor, shall be done with good materials and workmanship and in a lien-free manner, and shall be done in strict compliance with all applicable laws and governmental regulations. The Lessee has inspected the Premises and agrees that it is taking the Premises in "as-is" condition.

B. Government Approvals. It is understood and agreed that Lessee's ability to use the Premises is contingent upon its maintaining all the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities. The City shall cooperate with the Lessee in its effort to maintain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by the Lessee. In the event that (1) any of such applications for such Governmental Approvals should be finally rejected; (2) any Governmental Approval issued to the Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (3) the Lessee determines that such Governmental Approvals may not be obtained in a timely manner; (4) the Lessee determines that the Premises is no longer technically compatible for its use; or (5) the Lessee, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, the Lessee shall have the right to terminate this Agreement. Notice of Lessee's exercise of its right to terminate shall be given to the City in writing in the manner set forth in Subsection 9.14 below. All rental amounts paid prior to said termination date shall be retained by the City. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the Lessee shall have no further obligations for the payment of Rent to the City, subject to the holding over provision in Subsection 8.5 below.

3.4 Maintenance. Except as otherwise expressly provided herein and for the Lease Term only, the Lessee shall be solely responsible, at its sole cost and expense, for all improvements to and maintenance of the Communications Facilities. The City neither assumes, nor shall it have, any responsibility for the condition of the Premises, except that the City shall be responsible for the construction, maintenance, up-keep, or repairs necessary to keep the Premises safe and serviceable for Lessee's intended uses.

3.5 Damage to Lessee's Facilities. Except to the extent arising out of the negligence or willful misconduct by the City or its agents, employees or assigns, in the event that Communications Facilities are destroyed or damaged in whole or in part by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage or other casualty, the Lessee shall, within a period of 30 days after the date of such damage, commence the repair, reconstruction and restoration thereof and thereafter prosecute the same diligently to completion, and this Agreement shall continue in full force and effect. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within 45 days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than 45 days, then the Lessee may, at any time following such fire or other casualty, terminate this Agreement upon 15 days prior written notice to the City. Any such notice of termination shall

cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due under this Agreement.

4. Permitted Use.

4.1 Lessee's Permitted Activities. The Lessee may only use the Premises for the lawful installation, operation and maintenance of Communication Facilities and services and uses incidental thereto, including but not limited to the transmission and reception of radio communication signals in all frequencies authorized by governmental authorities.

4.2 Colocation. The Lessee shall reasonably accommodate the colocation of a commercial wireless carrier on the Premises, if practicable. Any such commercial wireless carrier shall enter into a written agreement with the City on terms acceptable to both Parties. If additional ground space, outside of the Premises, is required for colocation, the collocating commercial wireless carrier must enter into a separate lease agreement with the City for the additional ground space. In accordance with Subsection 9.7 of this Agreement, colocation agreements between the Lessee and a commercial wireless carrier must be approved by the City, and all such agreements shall require that the Sublessee agree to be bound by all of the terms and conditions of this Agreement. As of the Effective Date, the City and the Lessee agree that the Communication Tower Agreement between Lessee and Clear Wireless, LLC, dated August 12, 2010, shall be permitted to remain in effect from the Effective Date through June 30, 2016, and if the wireless communications facilities permitted by that agreement remain on the Tower after June 30, 2016, the Lessee and Clear Wireless shall enter into a modified sublease agreement specifically referencing the requirements set forth herein. The modified sublease shall be subject to City approval as set forth in Subsection 9.7.

4.3 Lessee Interference. The Lessee shall not operate the Communications Facilities in any manner that materially interferes in any way with governmental or other existing commercial wireless communications, or with the City's facilities or other existing operations on or around the Property. In the event such interference creates a threat to public safety, the City shall contact Lessee to notify him of such interference. If the Lessee fails to correct the problem within 48 hours after notice from the City, the City shall then have the right to immediately correct or remove the interference by whatever means necessary and the Lessee shall reimburse the City for all costs incurred in correcting or removing the interference. In the event the City is compelled to correct the interference problem, the City shall not be liable for any costs, consequential damages or loss of revenue associated with the City's actions. For all other interference problems, the Lessee shall take all steps necessary to correct and eliminate the interference within a reasonable time, at its sole cost and expense. If the interference cannot be eliminated within a reasonable length of time, not to exceed seven days, the Lessee agrees to immediately cease using the equipment that is creating the interference (except for short tests necessary for the elimination of the interference), and may not recommence using such equipment until the interference has been resolved.

5. Indemnification. To the extent permitted by law, the Lessee shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party") for, from and against

any and all losses, claims, damages, liabilities, cost and expenses (including, but not limited to reasonable attorneys' fees, court costs and the cost of appellate proceedings) to which any such Indemnified Party may become subject, on account of: (A) any damages, injury to person or property, or death of any person arising out of any negligent acts, intentional misconduct, errors, omissions, work, or services of the Lessee, its employees, agents, representatives, consultants or subcontractors, their employees, agents, or representatives on the Premises; or (B) any worker's compensation claims, unemployment compensation claims or unemployment disability compensation claims of employees of the Lessee or claims under similar such laws or obligations to the extent arising out of Lessee's use of the Premises. This indemnification obligation shall not extend to any loss, claim, damage, injury or death, liability, costs, and expenses to the extent caused by the negligence or willful misconduct of the Indemnified Party. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this Section.

6. Insurance.

6.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Lessee, the Lessee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms reasonably satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Lessee. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so, provided that such review be subject to the following restrictions: (1) the City shall execute a nondisclosure agreement in a form reasonably acceptable to the Lessee prior to reviewing any policy or endorsements; and (2) any review shall be completed at a time and location reasonably selected by the Lessee, which location shall be in the office of the Lessee's attorney. Notwithstanding the foregoing, the Lessee may redact the following information from disclosed policies and/or endorsements in that it is proprietary and is not relevant to the risk assessment to be made on behalf of the City: (1) premium amounts including surcharges, taxes and assessments; (2) references to other additional insureds or persons or entities waiving subrogation; (3) any entity specific endorsements relating to other additional insureds; (4) any information identifying a Lessee financial obligation to its insurer or its insurance broker; or (5) any information identifying financial information or obligations of any person or entity which is an insured or additional insured pursuant to the subject insurance policies or which is otherwise subject to said insurance policies. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Lessee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage except Workers' Compensation and Employers liability insurance and Professional Liability insurance, if applicable, and Builder's Risk insurance shall include, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all responsibilities or obligations required under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. The Lessee's insurance shall be primary insurance with respect to the Lessee's obligations under this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation and Employers liability insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its representatives, officials, officers and employees for any claims arising out of the work or services of the Lessee. The Lessee shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. The Lessee shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Lessee shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Lessee. The Lessee shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Lessee will provide the City with suitable evidence of insurance in the form of certificates of insurance. The City also reserves the right to review, upon request, a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Lessee's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect, provided that such review of any declaration page shall be subject to the following restrictions: (1) the City shall execute a nondisclosure agreement in a form reasonably acceptable to the Lessee prior to reviewing any declaration page; and (2) any review shall be completed at a time and location reasonably selected by the Lessee, which location shall be in the office of the Lessee's attorney. Notwithstanding the foregoing, the Lessee may redact information from the declaration

page in that it is proprietary and is not relevant to the risk assessment to be made on behalf of the City: (1) premium amounts including surcharges, taxes and assessments; (2) references to other additional insureds or persons or entities waiving subrogation; (3) any entity specific endorsements relating to other additional insureds; (4) any information identifying a Lessee financial obligation to its insurer or its insurance broker; or (5) or any information identifying financial information or obligations of any person or entity which is an insured or additional insured pursuant to the subject insurance policies or which is otherwise subject to said insurance policies. The City shall reasonably rely upon the certificates of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the responsibilities or obligations and the City's acceptance of the Lessee's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Lessee's responsibility to forward renewal certificates to the City within 30 days of the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or substantial equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or substantial equivalent.

(c) Excess Liability – Follow Form to underlying insurance as applicable.

(2) The Lessee's insurance shall be primary insurance as respects the Lessee performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation and Employers liability insurance, waive rights of recovery (subrogation) against the City, its representatives, officers, officials and employees for any claims arising out of work or services performed by the Lessee under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in

the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

6.2 Required Insurance Coverage.

A. Commercial General Liability. The Lessee shall maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000.00 for each occurrence and \$2,000,000.00 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or substantial equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its representatives, officers, officials and employees shall be included as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or substantial blanket equivalent, and if form CG 20 10 03 97 is used, it shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance. The commercial general liability policy maintained by the Lessee shall contain a provision that the City, although an additional insured, shall nevertheless be entitled to recover under said policies for loss occasioned to it, its servants or employees, by reason of the negligence of the Lessee.

B. Vehicle Liability. The Lessee shall maintain Business Automobile Liability insurance with a combined single limit of \$1,000,000.00 each occurrence covering all of the Lessee’s owned, hired and non-owned vehicles assigned to or used in the performance of the Lessee’s responsibilities or obligations under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law for claims arising out of the performance of this Agreement, the City, its representatives, officers, directors, officials and employees shall be included as an Additional Insured code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Lessee engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Lessee shall maintain (or, if applicable, cause its contractors or subcontractors to maintain) Professional Liability insurance covering negligent errors and omissions arising out of any professional services or obligations performed by the Lessee, or anyone employed by the Lessee, with a limit of \$1,000,000.00 per claim aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the work or services, and

the Lessee shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

D. Workers' Compensation Insurance. The Lessee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Lessee's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000.00 for each accident, \$500,000.00 disease for each employee and \$1,000,000.00 disease policy limit.

E. Builder's Risk Insurance. The Lessee shall be responsible for purchasing and maintaining insurance to protect the Communications Facilities from perils of physical loss. The insurance shall provide for the full cost of replacement for the Communications Facilities at the time of any loss. The insurance shall include as the named insured the Lessee and shall insure against loss from the perils of fire and all risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Lessee shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

6.3 Cancellation and Expiration Notice. Upon receipt of notice from its insurer, the Lessee shall provide the City notice of cancellation of any insurance policy required under this Agreement.

7. Defaults.

7.1 Lessee's Default. If the Lessee fails to pay any rental or other amounts payable under this Agreement when due, or if the Lessee should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against the Lessee on account thereof, the City shall first provide the Lessee with written notice of the failure and provide the Lessee with a 10 day period to cure such failure if the failure is to pay Rent or any other sum of money under this Agreement, or a 30 day period to cure such failure if the failure is to perform any other covenant, term or condition of this Agreement. If the failure to perform does not involve the payment of Rent or any other sum of money under this Agreement and cannot reasonably be cured within 30 days, the Lessee shall not be in default of this Agreement if the Lessee commences to cure the failure to perform within the 30 day period and thereafter diligently and in good faith prosecutes the cure to completion; provided, however, that no such cure period shall exceed 90 days. In the event the Lessee fails to cure its default within the applicable cure period, or the Lessee breaches this Agreement or otherwise fails to perform or observe any covenant or condition applicable to it under the terms of this Agreement, then the City may elect any one or more of the following remedies:

A. Terminate Agreement. Terminate this Agreement pursuant to Subsection 8.1 below.

B. Reentry. Reenter the Property and take possession thereof and remove all persons and personal property therefrom.

C. Other Remedies. Pursue any and all other legal remedies available to it without election, with or without canceling this Agreement, including without limitation recovering its actual damages caused by the breach or failure of the Lessee.

7.2 City's Default. In the event that the City fails to perform or observe any covenant, term or condition applicable to it under the terms of this Agreement, then the Lessee shall first provide the City with written notice of the failure and provide the City a 30 day period to cure such failure. Should the City fail to cure such failure, then the Lessee may: (A) terminate the Agreement; (B) initiate legal action to compel specific performance by the City; or (C) if specific performance is not available as a remedy, the Lessee may sue to recover its actual damages caused by the breach or failure of the City.

7.3 Limitation of Liability. Except for indemnification pursuant Section 5, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8. Termination; Cancellation.

8.1 For Cause. This Agreement may be terminated by either Party upon 30 days' written notice following the expiration of any applicable cure periods set forth above should the other Party fail to substantially perform in accordance with this Agreement's terms, through no fault of the Party initiating the termination. In the event of such termination for cause, payment shall be made by the Lessee to the City for the undisputed portion of any Rent due as of the termination date.

8.2 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of this Agreement.

8.3 Gratuities. The City may, by written notice to the Lessee, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Lessee or any agent or representative of the Lessee to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Lessee an amount equal to 150% of the gratuity.

8.4 Automatic Termination of Easements. In the event this Agreement is terminated for any reason as set forth in this Section 8, the Utility Easements, the Ground Wire Easement and the Access Easement shall automatically terminate without further act of either

Party. Following such Termination, the Lessee expressly agrees and understands that the City may record a notice of termination of the Utility Easements, the Ground Wire Easement and the Access Easement, and that the Lessee shall cooperate with the City as necessary to ensure that the public records clearly indicate the termination of such easements.

8.5 Removal. The Lessee shall, upon expiration of the Lease Term, or within 90 days after any earlier termination of this Agreement, remove its Communications Facilities and restore the Premises to its original condition, reasonable wear and tear excepted. The City agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of the Lessee shall remain the personal property of the Lessee and the Lessee shall have the right to remove the same at any time during the Lease Term, whether or not said items are considered fixtures and attachments to real property. If such time for removal causes the Lessee to remain on the Premises after termination of this Agreement, the Lessee shall (A) be deemed to be a holdover, month-to-month tenant, and (B) pay Rent at 150% of the Rent amount existing on the last day of the Lease Term, until such time as the removal of the Communications Facilities are completed.

9. Miscellaneous.

9.1 Applicable Law; Venue. In the performance of this Agreement, the Lessee shall abide by and conform to any and all laws of the United States, State of Arizona and Lake Havasu City, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Mohave County, Arizona.

9.2 Relationship of the Parties. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, associate of the other than as contracting Parties, or landlord and tenant. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

9.3 Laws and Regulations. The Lessee shall keep fully informed and shall at all times during the performance of its obligations under this Agreement ensure that it and any person for whom the Lessee is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting this Agreement, including the following: (A) existing and future City and County ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration (“OSHA”) standards.

9.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

9.5 Authority. Each person executing this Agreement on behalf of any Party hereto warrants that she/he has the right and authority to execute this Agreement, and that all the

procedures and approvals that are necessary and required to enable her/him to properly execute this Agreement and to bind the person or entity whom she/he represents in accordance with the terms hereof have been followed and/or secured. Each Party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

9.6 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Lessee.

9.7 Assignment and Subleasing. Except as provided for herein, the Lessee may not assign its interest in this Agreement or sublease any portion of the Premises at any time without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion. Any attempted assignment or sublease by the Lessee in violation of this provision shall be a breach of this Agreement by the Lessee. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the City to Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee'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. No change of stock ownership, partnership interest or control of the Lessee or transfer upon partnership or corporate dissolution of the Lessee shall constitute an assignment hereunder. No assignment shall be deemed to release the Lessee from its obligations hereunder.

9.8 Sale of Property. If at any time during the term of this Agreement, the City decides to sell all or part of the Property, to a purchaser other than the Lessee, then such sale shall be under and subject to this Agreement and Lessee's rights hereunder.

9.9 Mortgages and Liens. At the City's option, this Agreement shall be subordinate to any mortgage by the City which may now or hereafter affect all of the City's property including the Property, provided that any such mortgage shall recognize the validity of this Agreement in the event of foreclosure of the City's interest and also recognize Lessee's right to remain in possession and have access to the Premises. The Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause.

9.10 Warranty of Quiet Enjoyment. The City covenants that so long as the Lessee performs the covenants, terms and conditions required of the Lessee contained herein, the Lessee shall peaceably and quietly have, hold and enjoy the Premises for the aforesaid term and any extensions thereof, and the City shall not in any manner interfere with or disrupt the Lessee's business or frustrate Lessee's intended use of the Property.

9.11 Abandonment of Premises. The Lessee shall neither vacate nor abandon the Premises at any time during the term of this Agreement. If the Lessee abandons, vacates, or surrenders the Premises, or is disposed by process of law, or otherwise, the Communications Facilities and any personal property belonging to the Lessee and left on the Premises shall be deemed to have been abandoned.

9.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: Lake Havasu City
 2330 McCulloch Blvd. N.
 Lake Havasu City, Arizona 86403
 Attn: Charlie Cassens, City Manager
 Attn: Kelly Garry, City Attorney

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Lessee: Steven Greeley
 [Need physical address.]
 P.O. Box 2007
 Lake Havasu City, Arizona 86405

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

9.13 Hazardous Substances. The Lessee shall hold the City harmless from and indemnify the City against any damage, loss, expense, response costs or liability, including consultant fees and reasonable attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Premises by the Lessee or Lessee's agents, employees or contractors, except to the extent such damage, loss, expense, costs or liability arises from the act or omission of the City or the City's employees, contractors, or agents. For purposes of this Agreement, hazardous substances shall mean (A) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (B) any substance which is flammable, radioactive, corrosive or carcinogenic, (C) any substance the presence of which on the Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Premises or property adjacent thereto or (D) any substance the presence of which on the Premises requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous substance law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; the Hazardous Materials

Transportation Act, 49 U.S.C. §5101 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 *et seq.*; and any similar and applicable state law or regulation.

9.14 Binding Effect. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the City and the Lessee, subject to the terms and conditions hereof.

9.15 Headings; Gender. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.

9.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same agreement. The original execution pages of counterpart copies of this Agreement may be attached to any one such copy to form a single, complete document.

9.17 Recording. In accordance with ARIZ. REV. STAT. § 42.6202(C), the City shall record a memorandum of this Agreement in the Mohave County Recorder's Office.

9.18 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment of Rent, shall not release the Lessee from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

9.19 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.20 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

9.21 Confidentiality of Records. The Lessee shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or

employees, except as required to perform Lessee's obligations under this Agreement. Persons requesting such information should be referred to the City. The Lessee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Lessee as needed for the performance of this Agreement.

9.22 Time of Performance. Time is of the essence in the performance of each obligation set forth in this Agreement.

9.23 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

“City”

LAKE HAVASU CITY,
an Arizona municipal corporation



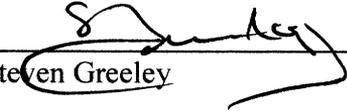
Mark S. Nexsen, Mayor

ATTEST:

For _____
Kelly Williams, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Lessee”



Steven Greeley

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 9, 2016, 2016, before me personally appeared Steven Greeley, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.





Notary Public

(Affix notary seal here)

EXHIBIT A
TO
LAND LEASE AGREEMENT
BETWEEN THE LAKE HAVASU CITY
AND
STEVEN GREELEY

[Legal Description of Property and Tower Parcel]

See following pages.



EXHIBIT B
TO
LAND LEASE AGREEMENT
BETWEEN THE LAKE HAVASU CITY
AND
STEVEN GREELEY

[Plans]

See following pages.

Construction Plans

EXHIBIT D

Clearix LLC

GROUND SPACE REQUIREMENTS

PRIMARY CONTIGUOUS LEASE AREA DIMENSIONS (L x W) (ft) 7 x 7 x 8 sq. ft. 82 sq. ft.

INSIDE A/C SHIELDER DIMENSIONS (L x W) (ft) N/A

CUSTOMER SHIELDER DIMENSIONS (L x W) (ft) N/A

OUTDOOR CANNIS X QUANTITY OF CANNIS 1 DIMENSIONS (L x W) (ft) 30" x 12" x 12" DIMENSIONS (L x W) (ft) N/A

OPERATOR (NOT REQUIRED) X A/C SHIELD OPERATOR DIMENSIONS (L x W) (ft) N/A

OPERATOR (OR SHIELDER) OPERATOR (to be located inside primary lease area) DIMENSIONS (L x W) (ft) N/A

OPERATOR (to be located outside primary lease area) DIMENSIONS (L x W) (ft) N/A

MANUFACTURER N/A MAKE/MODEL N/A CAPACITY (KW) N/A

UNIT FOR OPERATOR DIMENSIONS (L x W) (ft) N/A

UNIT TYPE N/A

FUEL TANK DIMENSIONS (L x W) (ft) N/A TANK SIZE (gals) N/A

FUEL FOR UNIT TANK (if required) DIMENSIONS (L x W) (ft) N/A

SECONDARY GROUND LEASE AREA REQUIREMENTS

Will supplementary ground space be needed to accommodate additional equipment? Y N X

IF YES, ADDITIONAL LEASE AREA DIMENSIONS (L x W) (ft) N/A sq. ft. N/A

ADDITIONAL EQUIPMENT N/A DIMENSIONS (L x W) (ft) N/A

ADDITIONAL EQUIPMENT N/A DIMENSIONS (L x W) (ft) N/A

POWER/TELCO REQUIREMENTS

POWER PROVIDED BY: UTILITY COMPANY (MISC) X A/C PROVIDED

RECORDS/COMMIT REQUIREMENTS: POIS X II MICROWAYS FIBER OPTICS

TRANSMITTER SPECIFICATIONS (A RECEIVER)

TRANSMITTER TYPE	Transmitter & Receiver	N/A	N/A	N/A	N/A	N/A
QTY OF TRANSMITTERS/RECEIVERS	1	N/A	N/A	N/A	N/A	N/A
MANUFACTURER	RFI Inc/United Inc	N/A	N/A	N/A	N/A	N/A
TYPE & MODEL	RFI-3000/4000-41 R2-10000W	N/A	N/A	N/A	N/A	N/A
TYPE TECHNOLOGY	N/A	N/A	N/A	N/A	N/A	N/A
TX POWER OUTPUT	100 Watts	N/A	N/A	N/A	N/A	N/A
TXP (Watts)	100 Watts	N/A	N/A	N/A	N/A	N/A
ELECTRIC SERVICE REQUIREMENT (Amps/Volts)	100 Amps / 240 Volts	N/A	N/A	N/A	N/A	N/A

ANTENNA EQUIPMENT SPECIFICATIONS

EQUIPMENT TYPE	Panel	N/A	HP	N/A	N/A	N/A
RADIATOR A/D/C	100'	100'	100'	N/A	N/A	N/A
EQUIPMENT HEIGHT (ft)	100'	100'	100'	N/A	N/A	N/A
EQUIPMENT A/D/C TYPE	Panel-001	N/A	Panel-001	N/A	N/A	N/A
EQUIPMENT MANUFACTURER	Kathode	N/A	Hexbet	N/A	N/A	N/A
EQUIPMENT MODEL #	63 Degree X-Panel Model #200 (2007)	N/A	HIS-5100	N/A	N/A	N/A
EQUIPMENT DIMENSIONS (L x W x H) (Include tilt or flexes)	12' x 6'1" x 3'2"	N/A	18'3" x 11'3" x 3'4"	N/A	N/A	N/A
EQUIPMENT WEIGHT (per box, in lbs.)	10 lbs	N/A	33 lbs	N/A	N/A	N/A
EQUIPMENT QUANTITY	3	N/A	3	N/A	N/A	N/A
APPROXIMATE DIRECTION OF ORIENTATION (degrees) (ie. 90/180/270)	0, 120, 240	N/A	0, 120, 240	N/A	N/A	N/A
QTY. IN FACTORY/ASSEMBLY/SECTION, I.e. "4/3/4"	1/1/1	N/A	1/1/1	N/A	N/A	N/A
TX FREQUENCY	2196 - 2690 MHz	N/A	2100 - 2650 MHz	N/A	N/A	N/A
TX FREQUENCY	2196 - 2690 MHz	N/A	2100 - 2650 MHz	N/A	N/A	N/A
Is equipment using software frequency?	No	N/A	No	N/A	N/A	N/A
ANTENNA CLIMB	11' 6" H	N/A	N/A	N/A	N/A	N/A
NO. OF ANTENNAS per equipment Is column	6	1	N/A	N/A	N/A	N/A
TYPE QTY. IN FACTORY/ASSEMBLY/SECTION, I.e. "3/3/3"	3/3/3	1	N/A	N/A	N/A	N/A
TYPE TYPE	CA15	CA15	N/A	N/A	N/A	N/A
ENVIRONMENTAL RISK	2' (18" x 18" x 18")	2' (18" x 18" x 18")	N/A	N/A	N/A	N/A

EXHIBIT C
TO
LAND LEASE AGREEMENT
BETWEEN THE LAKE HAVASU CITY
AND
STEVEN GREELEY

[Utility Easements]

See following pages.

When recorded, return to:
Kelly Williams
City Clerk
Lake Havasu City
2330 McCulloch Blvd. N.
Lake Havasu City, Arizona 86403

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement") is entered into May 24, 2016 (the "Effective Date"), by and between Lake Havasu City, Arizona, an Arizona municipal corporation (the "City") and Steven Greeley, d/b/a KJJJ/KNTR AM RADIO (the "Lessee"). The City and the Lessee are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City and the Lessee entered into a Land Lease Agreement, dated May 24, 2016 (the "Lease Agreement"), for the continued operation and maintenance of the Communication Facilities on the real property located at 900 London Bridge Road, Lake Havasu City, Arizona. All of the capitalized terms not otherwise defined in this Agreement shall have the same respective meanings as contained in the Lease Agreement.

B. The City and the Lessee desire to enter into this Agreement whereby the City shall grant Lessee non-exclusive utility easements (the "Utility Easements") over or along a portion of the Property upon the terms and conditions set forth in this Agreement and as described and depicted on Exhibit 1 attached hereto and incorporated herein by reference (the "Easement Area") for all purposes necessary to provide utility services necessary for operation of the Communication Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Lessee hereby agree as follows:

1. Utility Easements. The City hereby grants to Lessee non-exclusive utility easements for the installation and maintenance of underground utility wires, cables, conduits and pipes under the Easement Area as described and depicted on Exhibit 1.

2. Term. The initial term of the Utility Easements shall commence on the Effective Date of the Lease Agreement and shall terminate on the date of expiration or earlier termination of the Lease Agreement. This Agreement shall only be valid for such times as the Lease Agreement is in full force and effect. In the event that the Lease Agreement is terminated at any

time, whether during the Initial Term or any extension thereof, this Agreement shall automatically terminate without further act of either the City or the Lessee.

3. Maintenance and Use of Utility Easements. Lessee shall not maintain the Easement Area in a manner that impairs the ability or capacity of the City to fully utilize the Property. Lessee shall be responsible for, at its sole cost and expense, the repair of any damage or disturbance, to the extent caused by Lessee, to the City's (i) parking facilities and related infrastructure improvements and (ii) utility infrastructure improvements.

4. Liens and Encumbrances. Lessee represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with the Communication Facilities on the Easement Area or the use of the Easement Area by Lessee.

5. Insurance and Indemnity. Lessee agrees to obtain and provide insurance in accordance with the terms of Section 6 of the Lease Agreement and to indemnify the City as provided in Section 5 of the Lease Agreement for all matters covered therein as such may apply to the use of the Utility Easements; those insurance and indemnity provisions are hereby incorporated into this Agreement as if fully set forth herein.

6. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: Lake Havasu City
 2330 McCulloch Blvd. N.
 Lake Havasu City, Arizona 86403
 Attn: Charlie Cassens, City Manager
 Attn: Kelly Garry, City Attorney

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Lessee: Steven Greeley
 [Need physical address.]
 P.O. Box 2007
 Lake Havasu City, Arizona 86405

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7. No Assignment. Except as provided for herein, Lessee may not assign its interest in this Agreement or sublease any portion of the Utilities Easements at any time without the prior written consent of City, which consent may be withheld in the City's sole and absolute discretion. Any attempted assignment or sublease by Lessee in violation of this provision shall be a breach of this Agreement by Lessee. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the City to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity that acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Easement Area is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. No assignment shall be deemed to release Lessee from its obligations hereunder.

8. Liens and Encumbrances. The Lessee represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with Lessee's use of the Easement Area.

9. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the Parties hereto.

10. Attorneys' Fees. Either Party may enforce this instrument by appropriate legal action and the prevailing Party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

11. Additional Easements. Nothing contained in this Agreement shall prohibit the City from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Property to the owners of properties which abut the Property or to government or quasi-governmental agencies; provided however, that no such additional rights or easements shall impair the Lessee's use of the Utility Easements herein granted.

12. Reservation of Rights. City hereby reserves all such rights and privileges in the Property as may be used and enjoyed by the City without interfering with or abridging the rights conveyed to the Lessee.

13. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

14. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the use of the Utility Easements by the Lessee. Any oral representations or modifications concerning this instrument shall be of no force or effect, except for subsequent modifications in writing, signed by the Parties.

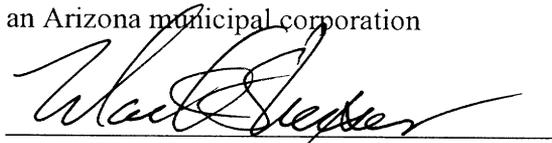
15. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date specified above.

“City”

LAKE HAVASU CITY,
an Arizona municipal corporation



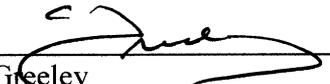
Mark S. Nexsen, Mayor

ATTEST:

For 
Kelly Williams, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Lessee”



Steven Greeley

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 9, 2016, 2016, before me personally appeared Steven Greeley, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.





Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
UTILITY EASEMENT AGREEMENT
BETWEEN THE LAKE HAVASU CITY
AND
STEVEN GREELEY

[Legal Description and Map of Easement Area]

See following pages.



EXHIBIT D
TO
LAND LEASE AGREEMENT
BETWEEN THE LAKE HAVASU CITY
AND
STEVEN GREELEY

[Access Easement]

See following pages.

When recorded, return to:
Kelly Williams
City Clerk
Lake Havasu City
2330 McCulloch Blvd. N.
Lake Havasu City, Arizona 86403

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into May 24, 2016 (the "Effective Date"), by and between the Lake Havasu City, Arizona, an Arizona municipal corporation (the "City") and Steven Greeley, d/b/a KJJJ/KNTR AM RADIO (the "Lessee"). The City and the Lessee are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City and the Lessee entered into a Land Lease Agreement, dated May 24, 2016 (the "Lease Agreement"), for the construction, operation and maintenance of the Communication Facilities on the real property located at 900 London Bridge Road, Lake Havasu City, Arizona. All of the capitalized terms not otherwise defined in this Agreement shall have the same respective meanings as contained in the Lease Agreement.

B. The City and the Lessee desire to enter into this Agreement whereby the City shall grant Lessee a non-exclusive maintenance and operations access easement for the right of entry and access, over or along a portion of the Property upon the terms and conditions set forth in this Agreement and as described and depicted on Exhibit 1 attached hereto and incorporated herein by reference (the "Access Easement Area") for all purposes necessary to access, operate and maintain the Communication Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Lessee hereby agree as follows:

1. Access Easement.

1.1 Grant of Easement. The City hereby grants to Lessee an easement and right of entry to access, operate and maintain the Communication Facilities (the "Access Easement"). This includes ingress and egress, seven days per week, 24 hours per day, on foot or by motor vehicle, including trucks (subject to the limitations set forth below) over or along the easement across the Property, as depicted on Exhibit 1.

1.2 Permitted Uses of the Easement. Maintenance and operation of the Communication Facilities shall not include additional construction work on the Access Easement Area. Unless approved by the City, all vehicular access utilizing the Access Easement shall be limited to "class 2" vehicles (as defined by the Federal Highway Administration), not exceeding 15,000 pounds gross vehicle weight. All vehicles shall remain on the paved parking area. The Lessee shall be responsible for the repair of any damage to the City property, including but not limited to, sidewalks, landscaping, storm drain, erosion control and perimeter walls, caused by the Lessee's vehicular access.

2. Term. The initial term of the Access Easement shall commence upon the Effective Date of the Lease Agreement and shall terminate on the date of expiration or earlier termination of the Lease Agreement. This Agreement shall only be valid for such times as the Lease Agreement is in full force and effect. In the event that the Lease Agreement is terminated at any time, whether during the Initial Lease Term or any extension thereof, this Agreement shall automatically terminate without further act of either the City or the Lessee.

3. Maintenance and Use of Access Easement. Lessee shall not maintain the Access Easement in a manner that impairs the ability or capacity of the City to fully utilize the Property. Lessee shall be responsible for, at its sole cost and expense, the repair of any damage or disturbance, to the extent caused by Lessee, to the City's facilities and related infrastructure improvements on the Property.

4. Insurance and Indemnity. Lessee agrees to obtain and provide insurance in accordance with the terms of Section 6 of the Lease Agreement and to indemnify the City as provided in Section 5 of the Lease Agreement for all matters covered therein as such may apply to the use of the Access Easement; those insurance and indemnity provisions are hereby incorporated into this Agreement as if fully set forth herein.

5. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: Lake Havasu City
 2330 McCulloch Blvd. N.
 Lake Havasu City, Arizona 86403
 Attn: Charlie Cassens, City Manager
 Attn: Kelly Garry, City Attorney

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Lessee: Steven Greeley
[Need physical address.]
P.O. Box 2007
Lake Havasu City, Arizona 86405

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6. No Assignment. Except as provided for herein, Lessee may not assign its interest in this Agreement or sublease any portion of the Access Easement at any time without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted assignment or sublease by Lessee in violation of this provision shall be a breach of this Agreement by Lessee. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the City to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity that acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Access Easement Area is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. No assignment shall be deemed to release Lessee from its obligations hereunder.

7. Liens and Encumbrances. The Lessee represents and warrants that it will maintain the Access Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with Lessee's use of the Access Easement Area.

8. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the Parties hereto.

9. Attorneys' Fees. Either Party may enforce this instrument by appropriate legal action and the prevailing Party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

10. Additional Easements. Nothing contained in this Agreement shall prohibit the City from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Property to the owners of properties which abut the Property or to government or quasi-governmental agencies; provided however, that no such additional rights or easements shall impair the Lessee's use of the Access Easement herein granted.

11. Reservation of Rights. City hereby reserves all such rights and privileges in the Property as may be used and enjoyed by the City without interfering with or abridging the rights conveyed to the Lessee.

12. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

13. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the use of the Access Easement by the Lessee. Any oral representations or modifications concerning this instrument shall be of no force or effect, except for subsequent modifications in writing, signed by the Parties.

14. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date specified above.

“City”

LAKE HAVASU CITY,
an Arizona municipal corporation



Mark S. Nexsen, Mayor

ATTEST:

FOR 

Kelly Williams, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Lessee”



Steven Greeley

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 9, 2016, 2016, before me personally appeared Steven Greeley, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.





Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
ACCESS EASEMENT AGREEMENT
BETWEEN THE LAKE HAVASU CITY
AND
STEVEN GREELEY

[Legal Description and Map of Easement Area]

See following pages.



EXHIBIT E
TO
LAND LEASE AGREEMENT
BETWEEN THE LAKE HAVASU CITY
AND
STEVEN GREELEY

[Ground Wire Easement]

See following pages.

When recorded, return to:
Kelly Williams
City Clerk
Lake Havasu City
2330 McCulloch Blvd. N.
Lake Havasu City, Arizona 86403

GROUND WIRE EASEMENT AGREEMENT

THIS GROUND WIRE EASEMENT AGREEMENT (this "Agreement") is entered into May 24, 2016 (the "Effective Date"), by and between Lake Havasu City, Arizona, an Arizona municipal corporation (the "City") and Steven Greeley, d/b/a KJJK/KNTR AM RADIO (the "Lessee"). The City and the Lessee are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City and the Lessee entered into a Land Lease Agreement, dated May 24, 2016 (the "Lease Agreement"), for the continued operation and maintenance of the Communication Facilities on the real property located at 900 London Bridge Road, Lake Havasu City, Arizona. All of the capitalized terms not otherwise defined in this Agreement shall have the same respective meanings as contained in the Lease Agreement.

B. The City and the Lessee desire to enter into this Agreement whereby the City shall grant Lessee a non-exclusive ground wire easement (the "Ground Wire Easement") over or along a portion of the Property upon the terms and conditions set forth in this Agreement and as described and depicted on Exhibit 1 attached hereto and incorporated herein by reference (the "Easement Area").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Lessee hereby agree as follows:

1. Ground Wire Easement. The City hereby grants to Lessee a non-exclusive ground wire easement for the installation and maintenance of underground ground wires under the Easement Area as described and depicted on Exhibit 1.

2. Term. The initial term of the Ground Wire Easement shall commence on the Effective Date of the Lease Agreement and shall terminate on the date of expiration or earlier termination of the Lease Agreement. This Agreement shall only be valid for such times as the Lease Agreement is in full force and effect. In the event that the Lease Agreement is terminated at any time, whether during the Initial Term or any extension thereof, this Agreement shall automatically terminate without further act of either the City or the Lessee.

3. Maintenance and Use of Ground Wire Easement. Lessee shall not maintain the Easement Area in a manner that impairs the ability or capacity of the City to fully utilize the Property. Lessee shall be responsible for, at its sole cost and expense, the repair of any damage or disturbance, to the extent caused by Lessee, to the City's (i) parking facilities and related infrastructure improvements and (ii) utility infrastructure improvements.

4. Liens and Encumbrances. Lessee represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with the Communication Facilities on the Easement Area or the use of the Easement Area by Lessee.

5. Insurance and Indemnity. Lessee agrees to obtain and provide insurance in accordance with the terms of Section 6 of the Lease Agreement and to indemnify the City as provided in Section 5 of the Lease Agreement for all matters covered therein as such may apply to the use of the Ground Wire Easement; those insurance and indemnity provisions are hereby incorporated into this Agreement as if fully set forth herein.

6. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: Lake Havasu City
 2330 McCulloch Blvd. N.
 Lake Havasu City, Arizona 86403
 Attn: Charlie Cassens, City Manager
 Attn: Kelly Garry, City Attorney

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Lessee: Steven Greeley
 [Need physical address.]
 P.O. Box 2007
 Lake Havasu City, Arizona 86405

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above

governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7. No Assignment. Except as provided for herein, Lessee may not assign its interest in this Agreement or sublease any portion of the Utilities Easements at any time without the prior written consent of City, which consent may be withheld in the City's sole and absolute discretion. Any attempted assignment or sublease by Lessee in violation of this provision shall be a breach of this Agreement by Lessee. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the City to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity that acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Easement Area is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. No assignment shall be deemed to release Lessee from its obligations hereunder.

8. Liens and Encumbrances. The Lessee represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with Lessee's use of the Easement Area.

9. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the Parties hereto.

10. Attorneys' Fees. Either Party may enforce this instrument by appropriate legal action and the prevailing Party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

11. Additional Easements. Nothing contained in this Agreement shall prohibit the City from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Property to the owners of properties which abut the Property or to government or quasi-governmental agencies; provided however, that no such additional rights or easements shall impair the Lessee's use of the Ground Wire Easement herein granted.

12. Reservation of Rights. City hereby reserves all such rights and privileges in the Property as may be used and enjoyed by the City without interfering with or abridging the rights conveyed to the Lessee.

13. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

14. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the use of the Ground Wire Easement by the Lessee. Any oral representations

or modifications concerning this instrument shall be of no force or effect, except for subsequent modifications in writing, signed by the Parties.

15. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date specified above.

“City”

LAKE HAVASU CITY,
an Arizona municipal corporation



Mark S. Nexsen, Mayor

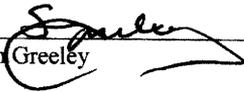
ATTEST:

For 

Kelly Williams, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Lessee”

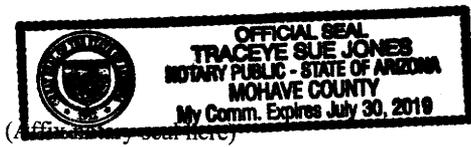


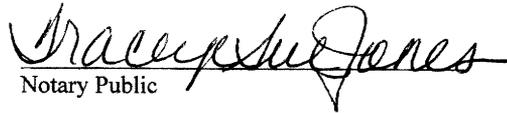
Steven Greeley

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 9, 2016, 2016, before me personally appeared Steven Greeley, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.





Notary Public

EXHIBIT 1
TO
GROUND WIRE EASEMENT AGREEMENT
BETWEEN THE LAKE HAVASU CITY
AND
STEVEN GREELEY

[Legal Description and Map of Easement Area]

See following pages.

