

RECEIVED
DEC 16 2022

TOWN OF AYER
TOWN CLERK
12:30 pm

Town of Ayer
Select Board
1 Main Street
Ayer, MA 01432



Tuesday December 20, 2022

Open Session In-Person and Zoom Meeting Agenda

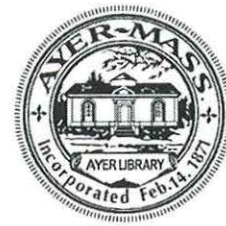
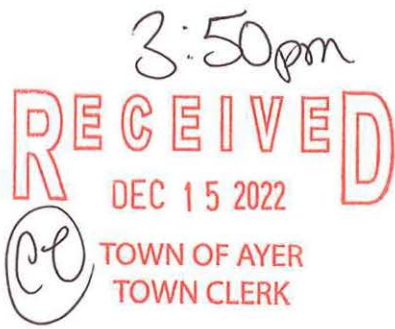
Amended Agenda

This meeting/hearing of the Ayer Select Board will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.

- 6:00 PM*** **Call to Order**
Pledge of Allegiance; Review and Approve Agenda; Announcements (Board and Committee Vacancies and Winter Parking Ban)
- Public Input**
- 6:05 PM** **Ayer Fuel and Housing Assistance Community Emergency Fund Check Presentation**
- 6:10 PM** **Presentation by Cable Advisory Committee – Overview of Comcast Contract Renewal**
- 6:15 PM** **Dan Van Schalkwyk, Director, Dept. of Public Works**
1. Change Order 2 – Westford Road Water and Sewer Replacement
2. Update on West Main Street and Shirley Street Bridges
- 6:25 PM** **Jeff Thomas, Director, Dept. of Parks and Recreation**
1. Kiddie Junction Playground Update
- 6:35 PM** **Town Manager’s Report**
1. Administrative Update/Review of Town Warrant(s)
2. Approval of Cell Tower Lease – SBA Towers II, LLC.
3. FY '24 Budget Update
- 6:45 PM** **New Business/Select Board Member Questions**
- 6:50 PM** **Adjournment**

**Agenda Times are approximate and do not constitute exact times*

The next regularly scheduled meeting of the Select Board is Tuesday January 17, 2023 at 6:00 PM, both In Person and via Zoom



Town of Ayer
Select Board
1 Main Street
Ayer, MA 01432

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1. Kiddie Junction Playground Update

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6:50 PM

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Town of Ayer

Board/Committee Vacancies



There are currently vacancies on the following list of Boards and Committees:

Affordable Housing Comm.
1 member, 2 alternates

Capital Planning Comm
1 member

Devens Jurisdictional Disposition Comm.
2 Ayer residents, *2 Devens residents

Executive Bi-Board
1 member

Finance Comm.
1 member

Zoning Board of Appeals
2 alternates

Rate Review Comm.
1 member

Must Be 18 Years Old and Ayer Resident (*expect as noted)



A WINTER PARKING BAN WILL BE IN EFFECT FROM NOVEMBER 15 THROUGH APRIL 15

The Parking Ban prohibits parking any motor vehicle on any street or sidewalk in the Town of Ayer between the hours of 12:00 AM and 6:00 AM. The WINTER PARKING BAN also prohibits parking any motor vehicle on any street or sidewalk in the Town of Ayer during a snowstorm.

The purpose of this Parking Ban is to assist the Town's Public Works Department with snow plowing and snow/ice removal operations.

If your motor vehicle is parked on a street or sidewalk between 12:00 AM and 6:00 AM, it will be ticketed and MAY be towed. If your motor vehicle is parked on a street or sidewalk during a snowstorm, it WILL be ticketed and WILL be towed if it is hindering plowing.



Town of Ayer
Fuel and Housing Assistance
Community Emergency Fund
Guidelines

The Ayer Select Board in concert with the Town Managers office has instituted the Ayer Fuel and Housing Assistance Community Emergency Fund. Funding for this program is provided from monies donated by local Banks and Businesses. To be eligible, you must reside in Town and meet income eligibility guidelines established by the most current HUD low-income limits for Ayer. (50% AMI (Area Median Income))

The Ayer Fuel and Housing Assistance Community Emergency Fund will be administered by an Oversight Committee including the Town of Ayer Assistant Town Manager, Deputy Fire Chief, Community Development Program Manager, Director of the Ayer Council on Aging, and the Deputy Police Chief. Assistance will be at the discretion of the Oversight Committee and shall not exceed \$300 to \$500 per household per year.

Town of Ayer
Fuel and Housing Assistance
Community Emergency Fund

Type and Date of Event or Emergency that you require help with: _____

Name _____ SS# _____ Date of Birth _____

Current Address _____ Telephone _____

Occupation _____ Employer _____

Spouse/Partner _____ SS# _____ Date of Birth _____

Occupation _____ Employer _____

Household Income (please report all including assistance/support) \$ _____

Children and other members of the Household:

Name _____ Date of Birth _____ Income if any _____

Please explain the nature of your emergency or household need for assistance (physical, loss of employment, loss of property, etc.) (Please use additional paper if necessary):

Continue

Please list in priority your need for assistance:

Please indicate all assistance that you have received due to this emergency and/or event:

U.S./State Government \$ _____ Private donations \$ _____
American Red Cross \$ _____ Public fundraisers \$ _____
Local Churches \$ _____ Unemployment \$ _____
Others \$ _____

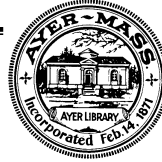
Signature: _____ Date: _____

Signature: _____ Date: _____

Note: The Town reserves the right to request additional documentations, which may include:

- State or federally issued photo ID
- Verification of all sources of income (tax returns and/or bank statements)
- Mortgage or property tax bill
- Rental Lease
- Current utility or heating bill
- Documentation of current financial aid awards showing all grants, loans, scholarships and work study income for college students

Dan Van Schalkwyk, P.E., Director
Kimberly Abraham, Water and Sewer Superintendent
Pam Martin, Business Manager



25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

MEMORANDUM

Date: December 15, 2022
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Subject: **Agenda Items for December 20, 2022, Select Board Meeting**

1. Change Order 2 – Westford Road Water and Sewer Replacement –

Attached is Change Order 2 for the construction of the Westford Road Water and Sewer Replacement. The change order is a reduction of the contract price in the amount of \$32,678.33

It includes a price adjustment clause, reduction in price for 1-inch water services identified as 2-inch, and removal of the paving work from the contract. Paving was performed by PJ Albert at a lower rate with the Town's paving contract.

I recommend approval of Change Order No. 2 for Westford Road Water and Sewer Replacement, J.P. Cardillo & Sons, Inc., for a reduction in the amount of \$32,678.33 for signature by the Chair.

2. Update on West Main Street and Shirley Street Bridges

On December 14, 2022, the DPW held a meeting with MassDOT, a bridge consulting engineer, and several Town departments to discuss the status of the two bridges and develop a consensus for future improvements. I will provide a brief update to the Board.

Change Order No. 2

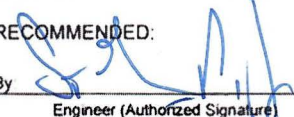

Date of Issuance _____ Effective Date _____

Project Westford Road Water and Sewer Replacement	Owner Town of Ayer, MA	Owner's Contract No 21DPW08
Contract Westford Road Water and Sewer Replacement		Date of Contract April 5, 2022
Contractor Joseph P. Cardillo & Sons, Inc		Engineer's Project No

The Contract Documents are modified as follows upon execution of this Change Order:

Description	Item 1: Price Adjustment Clause - In accordance with M G L Chapter 30, Sec. 39M, water and sewer projects shall allow for a price adjustment for fuel (both diesel and gas), liquid asphalt, and portland cement contained in cast-in-place concrete (\$335.14)
	Item 2: Furnish and install Corporation Stops and Taps, Curb Stops and Curb Boxes, and 2-inch Service Pipe, per EA - Service identified as 1-inch was found to be 2-inch in the field (\$5,636.53)
	Item 3: Bid Item quantity adjustment based on actual work (-\$38,650.00)
Attachments (List documents supporting change)	1 2-inch Service Pipe Cost Proposal and Material Cost Backup 2 Adjusted Payment Application for Final Payment Request

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>572,500.00</u>	Original Contract <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>October 11, 2022</u> Ready for final payment (days or date): <u>November 10, 2022</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> \$ <u>20,090.87</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>x</u> to No. <u>x</u> Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>592,590.87</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>October 11, 2022</u> Ready for final payment (days or date): <u>November 10, 2022</u>
Decrease of this Change Order: \$ <u>(32,678.33)</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>559,912.54</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>October 11, 2022</u> Ready for final payment (days or date): <u>November 10, 2022</u>

RECOMMENDED: By:  Engineer (Authorized Signature) Date: <u>11-17-2022</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By:  Contractor (Authorized Signature) Date: <u>11-17-22</u>
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**AYER, MA
WESTFORD ROAD WATER & SEWER PROJECT**

Date of Work: 8/5/2022

**Installation of 2in Water Service - not item for this.
Allocated 1/2 crew for 5 hours for install service and whole crew for 1 hour to pave.**

LABOR				
DESCRIPTION	QTY	UNIT	RATE	TOTAL
Bobby Distefano (Operator)	3.5	HR	\$83.43	\$292.01
Anthony Ruggerio (Driver)	6	HR	\$65.44	\$392.64
Ed Melendy SR (LAB)	6	HR	\$62.05	\$372.30
Patrick Devlin (Operator)	6	HR	\$82.34	\$494.04
Neil Cordeiro (Operator)	1	HR	\$81.43	\$81.43
Mark Ivett (Driver)	1	HR	\$65.44	\$65.44
			SUBTOTAL	\$1,697.86
			DIRECT LABOR (41.39%)	\$702.74
			TOTAL VALUE OF LABOR	\$2,400.60
EQUIPMENT				
DESCRIPTION	QTY	UNIT	RATE	TOTAL
KOMATSU PC 45	0	HR	\$64.42	\$0.00
BOBCAT S750 Skid Steer	0	HR	\$90.81	\$0.00
ROLLER	0	HR	\$64.62	\$0.00
TRIAXLE DUMP	0	HR	\$114.86	\$0.00
TOOL TRUCKS	0	HR	\$31.99	\$0.00
			TOTAL VALUE OF EQUIPMENT	\$0.00
MATERIALS				
DESCRIPTION	QTY	UNIT	RATE	TOTAL
8x2 CC Saddle	1	EA	\$68.85	\$68.85
2in Ball Corp	1	EA	\$359.19	\$359.19
2in Curb Stop	1	EA	\$527.54	\$527.54
2in Coupling	1	EA	\$146.85	\$146.85
Curb Box	1	EA	\$114.75	\$114.75
Foot Piece	1	EA	\$21.15	\$21.15
2in Copper	40	LF	\$22.31	\$892.40
Gravel	8.5333333	CY	\$12.00	\$102.40
Asphalt	3.8229333	TON	\$70.00	\$267.61
			TOTAL VALUE OF MATERIALS	\$2,500.74
SUBCONTRACTORS				
DESCRIPTION	QTY	UNIT	RATE	TOTAL
N/A				\$0.00
			TOTAL VALUE OF SUBCONTRACTORS	\$0.00
			SUBTOTAL	\$4,901.33
			APPLICABLE MARKUP (15%)	\$735.20
			APPLICABLE SC MARKUP (7.5%)	\$0.00
			TOTAL VALUE OF ADDITIONAL WORK	\$5,636.53

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	
Invoice Date	
Account #	
Sales Rep	
Phone #	
Branch #	
Total Amount Due	

Bank Ac	
CORE & MAIN	
PO BOX 1000	
ST LOUIS, MO 63108	



JOSEPH P CARDILLO
1 MELVIN ST UNIT C
WAKEFIELD MA 01880-2570

Shipped to:
5 WESTFORD RD
AYER, MA

CUSTOMER JOB- 223407 AYER WTR & SWR

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
7/19/22	7/22/22	MAURA	AYER WTR & SWR	2213407		CORE & MAIN	224025

Product Code	Description	Quantity		B/O	Price	U	Extended Price
		Ordered	Shipped				
21AMF8081108	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK BID SEQ# 120	15	15	/	46.0000	EA	690.00
21AMGB08	8 MJ REGULAR ACC SET L/GLAND (LESS GLAND) BID SEQ# 130	16	16	/	24.0000	EA	384.00
21AMF8061106	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE BLACK BID SEQ# 140	2	2	/	30.0000	EA	60.00
21AMGB06	6 MJ REGULAR ACC SET L/GLAND (LESS GLAND) BID SEQ# 150	3	3	/	21.5000	EA	64.50
70313101015	313-101015-000 8X2CC SADDLE EPOXY W/E-G BALES 8.54-10.10 OD BID SEQ# 160	1	1	/	68.8500	EA	68.85
3620B25008N	B25008N 2 BALL CORP CCXCTSCC X CTS COMP NO LEAD BID SEQ# 170	1	1	/	359.1900	EA	359.19
3720B25209N	B25209N 2 BALL CURB CTSXCTS CTS C110 COMP W/1/4 TURN CHECK NO LEAD BID SEQ# 180	1	1	/	527.5400	EA	527.54
3920H15403N	H15403N 2 CPLG 110 CTSXCTS NO LEAD BID SEQ# 190	1	1	/	146.8500	EA	146.85



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # R247829
Invoice Date 7/25/22
Account # 227148
Sales Rep SEAN O'TOOLE
Phone # 781-407-9133
Branch # 201 Norwood, MA
Total Amount Due \$12,049.28

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146



JOSEPH P CARDILLO
1 MELVIN ST UNIT C
WAKEFIELD MA 01880-2570

Shipped to:
5 WESTFORD RD
AYER, MA

CUSTOMER JOB- 2213407 AYER WTR & SWR

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
7/19/22	7/22/22	MAURA	AYER WTR & SWR	2213407		CORE & MAIN LP	R247829

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
3610B25008N	B25008N 1 BALL CORP CCXCTSC CC X CTS COMP NO LEAD BID SEQ# 200	1	1		89.53000	EA	89.53
3710B25209N	B25209N 1 BALL CURB CTSXCTS CTS C110 COMP W/1/4 TURN CHECK NO LEAD BID SEQ# 210	1	1		144.88000	EA	144.88
3910H15403N	H15403N 1 CPLG 110 CTSXCTS NO LEAD BID SEQ# 220	1		1	28.69000	EA	.00
59CBBTM94EUSA	94E 40 CURB BOX BOTTOM USA B&T BID SEQ# 230	2	2		56.50000	EA	113.00
59CBTL94EUSA	94E 24 CURB BOX TOP & LID USA B&T BID SEQ# 240	2	2		58.25000	EA	116.50
59CBEBGF	36500 CB ENLARGED BASE IMP BID SEQ# 250	1	1		21.15000	EA	21.15
0820S040K	2 SOFT K COPPER TUBE 40' BID SEQ# 260	40	40		22.31000	FT	892.40
0810S060K	1 SOFT K COPPER TUBE 60' BID SEQ# 270	60	60		9.16000	FT	549.60

Freight Delivery Handling Restock Misc.

Subtotal: 12,049.28
Other: 0.00
Tax: 0.00
Invoice Total: \$12,049.28

Terms: NET 30
Ordered By:

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

Progress Estimate - Unit Price Work

FORM C-00 62 76

Contractor's Application

For Contract:	21DPW08								
Application Period:									
A			B		B(2)	C		D	
Item					Estimated Quantity				
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed This Month	Estimated Quantity Installed To Date (Include This Month)	Value of Work Installed to Date	% (D / B)	Balance to Finish (B - F)
1	Furnish and Install 8-inch Ductile Water Mains, per LF	803	\$200.00	\$ 160,600.00		803	\$160,600.00	100.0%	
2a	Furnish and Install 6-inch Gate Valves and Boxes, per EA	-	\$4,000.00	\$ -					
2b	Furnish and Install 8-inch Gate Valves and Boxes, per EA	3	\$4,000.00	\$ 12,000.00		3	\$12,000.00	100.0%	
3a	Removal, Furnish and Install Hydrant Assembly, per EA	1	\$8,000.00	\$ 8,000.00		1	\$8,000.00	100.0%	
4	Furnish and Install Corporation Stops and Taps, Curb Stops and Curb Boxes, and 1-inch Service Pipe, per EA	1	\$2,000.00	\$ 2,000.00		1	\$2,000.00	100.0%	
5	Temporary Water Service, per LS	1	\$50,000.00	\$ 50,000.00		1	\$50,000.00	100.0%	
6a	Furnish and Install 12-inch SDR 35 PVC Sewer, per LF	609	\$250.00	\$ 152,250.00		609	\$152,250.00	100.0%	
6b	Furnish and Install 15-inch SDR 35 PVC Sewer, per LF	228	\$250.00	\$ 57,000.00		228	\$57,000.00	100.0%	
7	Furnish and Install Sewer Manhole, per EA	4	\$10,000.00	\$ 40,000.00		4	\$40,000.00	100.0%	
8	Remove and Disposal or Abandonment in Place of Existing AC Sewer, per LS	1	\$25,000.00	\$ 25,000.00		1	\$25,000.00	100.0%	
9	Removal and Disposal or Abandonment in place of existing manhole, per EA	2	\$1,000.00	\$ 2,000.00		2	\$2,000.00	100.0%	
10	Rock Removal, per CY	-	\$100.00	\$ -					
11	Permanent Pavement, Mill and Overlay, per SY	-	\$40.00	\$ -					
12	Mobilization, per LS	1	\$25,000.00	\$ 25,000.00		1	\$25,000.00	100.0%	
CO1.1	Additional Sewer Manhole	1	\$10,456.62	\$ 10,456.62		1	\$10,456.62	100.0%	
CO1.2	Additonal Hydrant Assembly	1	\$8,365.30	\$ 8,365.30		1	\$8,365.30	100.0%	
CO1.3	Escalation for July	1	\$1,268.95	\$ 1,268.95		1	\$1,268.95	100.0%	
CO2.1	Escalation for August	1	\$335.14	\$ 335.14		1	\$335.14	100.0%	
CO2.2	Furnish and Install Corporation Stops and Taps, Curb Stops and Curb Boxes, and 2-inch Service Pipe, per EA	1	\$5,636.53	\$ 5,636.53		1	\$5,636.53	100.0%	
TOTAL				\$ 559,912.54			\$559,912.54	100%	

From: [Jeff Thomas](#)
To: shoude@ayer.ma.us
Cc: jmayo@ayer.ma.us; "Robert Pontbriand"; [Carly Antonellis](#); [Dan Van Schalkwyk](#)
Subject: FW: Draft Specs
Date: Wednesday, December 14, 2022 3:12:31 PM
Attachments: [10222 Kiddie Junction Playground 20220802.pdf](#)
[Kiddie Junction Full Build Out.pdf](#)
[Kiddie Junction Phase 1.pdf](#)
[Copy of Kiddie Budget.xlsx](#)
[Aver MA Kiddie Junction Playground Cost Estimate.pdf](#)

Hi Scott,

Here is a recent correspondence with our consultant Randy Collins at BETA to give some perspective on what changes have occurred in cost estimates since we initially sought funding for the playground project, and what the current estimate is for funding the entire project. This email and its attachments show what the cost would be estimated for phase 1 construction of the playground. There is also an attachment of the project budget to date, including costs for remediation, and a cost estimate to build the entire playground that was originally envisioned. We are still waiting on Randy for a more complete breakdown of equipment costs that may help us pare down things a bit if needed.

As I mentioned at the meeting last week, there have been cost overruns in the remediation that may reach into the contingency set aside for that part of the project, but that is just a fraction compared to the changes in estimated cost for the playground construction. Our original estimate from BETA to complete phase 1 construction was approximately \$500K last year, but the new estimate of \$735K far exceeds the \$552K we expect to have remaining from the \$840K budget after the remediation is complete. That leaves us with a few options:

- Reinvision phase 1 by limiting or changing some equipment to fit the \$552K remaining in the budget, then continue seeking grants or other means of funding for phase 2. The Office of Economic Development does not feel we can compete for a grant for this for at least a year, if not longer.
- Seek funding through Capital Planning or CPC (or both) to address the extra funding needs for the original plan for phase 1.
- Seek ARPA funds from the Select Board to supplement the project's budget to either complete phase 1 or do the complete project.

The most recent estimate from Randy for the full project's construction came in at \$1.6M, or \$1.82M with a 15% contingency. I feel this estimate is high and that between pulling out a number of line items we can do in house and cutting back on some of the equipment, we could get that down by as much as \$200K. Of course, we are talking estimates and it is impossible to say if we will get bids that fall within this range, but Randy has been doing numerous other similar projects and thinks this is a safe prediction.

I feel the \$150K we are potentially requesting from Capital Planning would allow phase 1 to be completed if we trimmed out some of the extras. I also believe \$1.2M in ARPA funds would safely finance the entire construction without the need for a request from Capital Planning or other

sources.

Please feel free to call or email if you have any questions. We appreciate your time and attention on this project.

Thanks,

Jeff

From: Randy Collins <RCollins@BETA-Inc.com>
Sent: Monday, November 07, 2022 4:41 PM
To: Dan Van Schalkwyk <dVanSchalkwyk@ayer.ma.us>; Jeff Thomas <parks@ayer.ma.us>
Cc: Joe McLoughlin <JMcloughlin@BETA-Inc.com>; Jason Mayo <jmayo@ayer.ma.us>
Subject: RE: Draft Specs

All,

Attached is a progress set of plans and two colored drawings. The color drawing identify the full playground build out and the phase I project.

The phase I cost estimate is currently at \$735,000. There have been significant cost increases over the last year. The estimate includes all of the concrete walks (maybe change to asphalt), redoing a portion of the existing asphalt path, new trees, benches, a bike rack, trash receptacle, and the play equipment shown in the phase 1 colored plan.

Let me know if you have any questions or comments.

Randy

Randall L. Collins, Jr., RLA, ASLA

Vice President

BETA Group, Inc. | 401.333.2382 | C: 401.480.5771

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[Join our team!](#)

 **Be GREEN, keep it on the SCREEN**

From: Dan Van Schalkwyk <dVanSchalkwyk@ayer.ma.us>
Sent: Friday, November 4, 2022 3:17 PM
To: Randy Collins <RCollins@BETA-Inc.com>; Jeff Thomas <parks@ayer.ma.us>
Cc: Joe McLoughlin <JMcloughlin@BETA-Inc.com>; Jason Mayo <jmayo@ayer.ma.us>
Subject: RE: Draft Specs

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PRELIMINARY OPINION OF PROBABLE COST - Kiddie Junction Playground
 AYER, MASSACHUSETTS

Comments	x	Qty.	Unit	Item Description	Unit Price	Amount
		1	LS	MOBILIZATION	\$ 75,614.19	\$ 75,614.19
		210	LF	DRIPLINE TREE PROTECTION	\$ 9.75	\$ 2,047.50
		1	LS	SITE PREPARATION	\$ 17,650.00	\$ 17,650.00
		625	CY	EARTH EXCAVATION	\$ 35.00	\$ 21,875.00
		2,475	SY	TRIMMING AND FINE GRADING	\$ 7.75	\$ 19,181.25
		575	LF	COMPOST FILTER	\$ 8.50	\$ 4,887.50
		435	CY	GRAVEL BORROW BASE COURSE	\$ 45.00	\$ 19,575.00
		125	LF	ASPHALT BERM	\$ 95.00	\$ 11,875.00
		82	TON	ASPHALT PATH	\$ 385.00	\$ 31,570.00
		470	SY	R&D ASPHALT PAVING	\$ 15.75	\$ 7,402.50
		60	CY	CONCRETE WALKS	\$ 535.00	\$ 32,100.00
		1	LS	NEW PARK SIGN	\$ 9,375.00	\$ 9,375.00
		1	LS	NATURE & ADVENTURE PLAY SURFACE	\$ 17,560.00	\$ 17,560.00
		9,150	SF	POUR-IN-PLACE PLAY SURFACE	\$ 32.00	\$ 292,800.00
		450	LF	4' BLACK VINYL CHAINLINK FENCE	\$ 58.00	\$ 26,100.00
		135	CY	PLANTING SOIL	\$ 85.00	\$ 11,475.00
		425	CY	LOAM BORROW	\$ 72.00	\$ 30,600.00
		1,650	SY	SEEDING	\$ 5.15	\$ 8,497.50
		1	LS	PLAY EQUIPMENT	\$ 815,750.00	\$ 815,750.00
		1	LS	NATURE & ADVENTURE PLAY EQUIPMENT	\$ 65,750.00	\$ 65,750.00
		5	EA	BENCHES	\$ 4,500.00	\$ 22,500.00
		3	EA	BIKE RACK WITH CONCRETE PAD	\$ 3,170.00	\$ 9,510.00
		2	EA	TRASH RECEPTACLES	\$ 3,200.00	\$ 6,400.00
		1	LS	LANDSCAPE PLANTINGS	\$ 23,450.00	\$ 23,450.00
		13	EA	TREES	\$ 1,850.00	\$ 24,050.00
SUBTOTAL						\$ 1,607,595.44
PLUS 15% CONTINGENCY						\$ 244,000.00
CONSTRUCTION COST						\$ 1,851,595.44
TOTAL ESTIMATED COST						\$ 1,851,595.44
SAY						\$ 1,860,000.00

Date 2022-12-07

Appropriations	Amount	Expenses	Amount
2020 ATM - Remediation Study	\$ 20,000.00	<i>Proposal Work (BETA)</i>	
CPC Spring 2022 Town Meeting	\$ 400,000.00	Task 1 Prelim Remediation Design and Cost Est	\$ 19,980.00
Capital Spring 2022 Town Meeting	\$ 320,000.00	Task 2 Concept Plaground Design and Cost Est	
Earmark	\$ 100,000.00		
		<i>Phase 1 Design & LSP Services (BETA)</i>	
		Task 1 MassDEP Reporting	\$ 3,300.00
		Task 2 Plans and Specs	\$ 7,000.00
		Task 3 Oversight of Demo and Remediation	\$ 10,000.00
		Task 4 Permanent Solution Statement	\$ 6,700.00
		<i>Temp Fence</i>	\$ 1,495.00
		February 2022 through October 2022	\$ 891.00
		<i>Phase 1 Demo Construction (Brighter Horizons)</i>	\$ 173,000.00
		<i>Phase 2 Design of Playground (BETA)</i>	\$ 65,600.00
Total Appropriations	\$ 840,000.00	Total Expenses	\$ 287,966.00

Available for Playground Construction* \$ 552,034.00

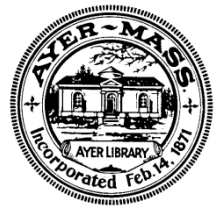
*Note: no contingency included in the above expenses,
overruns could reduce the available funds for the new playground

Full Build Out – Adjusted Layout



Plan View


**Office of the Select Board
Office of the Town Manager**



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

Memorandum

To: Ayer Select Board
Town Manager Robert A. Pontbriand

From: Carly M. Antonellis, Assistant Town Manager 

Date: December 15, 2022

Re: Approval of Lease - SBA Towers II, LLC.

As you are aware, the Town went out to bid to re-lease a portion of land at the DPW for the purpose of operating and maintaining a Wireless Communications Facility. The Town received 2 proposals, however, 1 of the 2 proposals was not responsive to the Town's bid. In May you authorized awarding the bid to SBA Communications ("SBA Communications") Corporation/SBA Towers II, LLC. from Boca Raton, FL. SBA Communications is the holder of the current lease and maintains their cell tower on our property. The Town has had a lease agreement with SBA Communications since 2003, which is scheduled to end in 2023. The award of this lease will be for a 10-year lease, with two successive 5-year renewal options, totaling 20 years. Authorization for this 20 year lease was granted under Article 4 of the 2021 Fall Town Meeting held on October 25, 2021.

SBA Towers II, LLC. will pay the Town in 2023, \$45,000 base rent with a 3% escalator each year thereafter. The base rent amount the Town received in 2022 is \$42,610.20. The town also currently receives 20% additional rent from third party lessees referred to as collocation fees. In the new agreement, the Town will receive 25% in collocation fees.

I am recommending that the Select Board approve the lease between the Town and SBA Towers II, LLC.

Thank you for your consideration.

Prepared by: Catherine Hutchison
After recording return to: Rita Drinkwater
SBA Network Services, Inc.
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 1-800-487-7483 ext. 7872

MEMORANDUM OF LEASE AGREEMENT

IN ACCORDANCE WITH G.L. c.183, §4, THIS MEMORANDUM OF LEASE AGREEMENT (herein "Memorandum") is made this ____ day of December 2022, by and between **TOWN OF AYER, a Massachusetts municipal corporation acting by and through its Select Board**, having an address at 1 Main Street, Ayer, Massachusetts 01432 ("Landlord") and **SBA Towers II LLC, a Florida limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 2022 ("Lease") whereby, Landlord leased to Tenant approximately Five Thousand Six Hundred Twenty-Five (5,625) square feet ("Premises") of a certain parcel of land located at 25 Brook Street (Assessor's Map 26, Lot 10), Ayer, Massachusetts and described in an instrument recorded with the Middlesex South District Registry of Deeds in Book 6523, Page 282 ("Property") and further described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease Agreement.

WHEREAS, Landlord and Tenant desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Tenant shall lease the Premises from Landlord, together with all easements for ingress, egress and utilities as more particularly described on **Exhibit "B"** attached hereto, all upon the terms and conditions more particularly set forth in the Lease for a term of ten (10) years, commencing on December _____, 2022 and ending on December _____, 2032. Tenant shall have the right to extend the Lease for two (2) additional and successive five (5) year terms, for a total maximum term of twenty (20) years.

2. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Landlord and Tenant which are more fully set forth therein.

3. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Lease shall run with the land described in **Exhibit "A"**.

[The remainder of this page is intentionally left blank. Signatures to follow.]

COPY

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

LANDLORD:
TOWN OF AYER, a Massachusetts municipal corporation acting by and through its Select Board

By: _____
Jannice L. Livingston, Chair

By: _____
Shaun C. Copeland, Vice Chair

By: _____
Scott A. Houde, Clerk

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX**

On this ____ of December, 2022, before me, _____ the undersigned notary public, personally appeared _____, member of the Town of Ayer Select Board proved to me through satisfactory evidence of identification, which were _____ (type of identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

(NOTARY SEAL)

Notary Public _____
My Commission Expires _____

WITNESSES:

Print Name: _____

Print Name: _____

TENANT:

SBA TOWERS II LLC, a Florida limited liability company

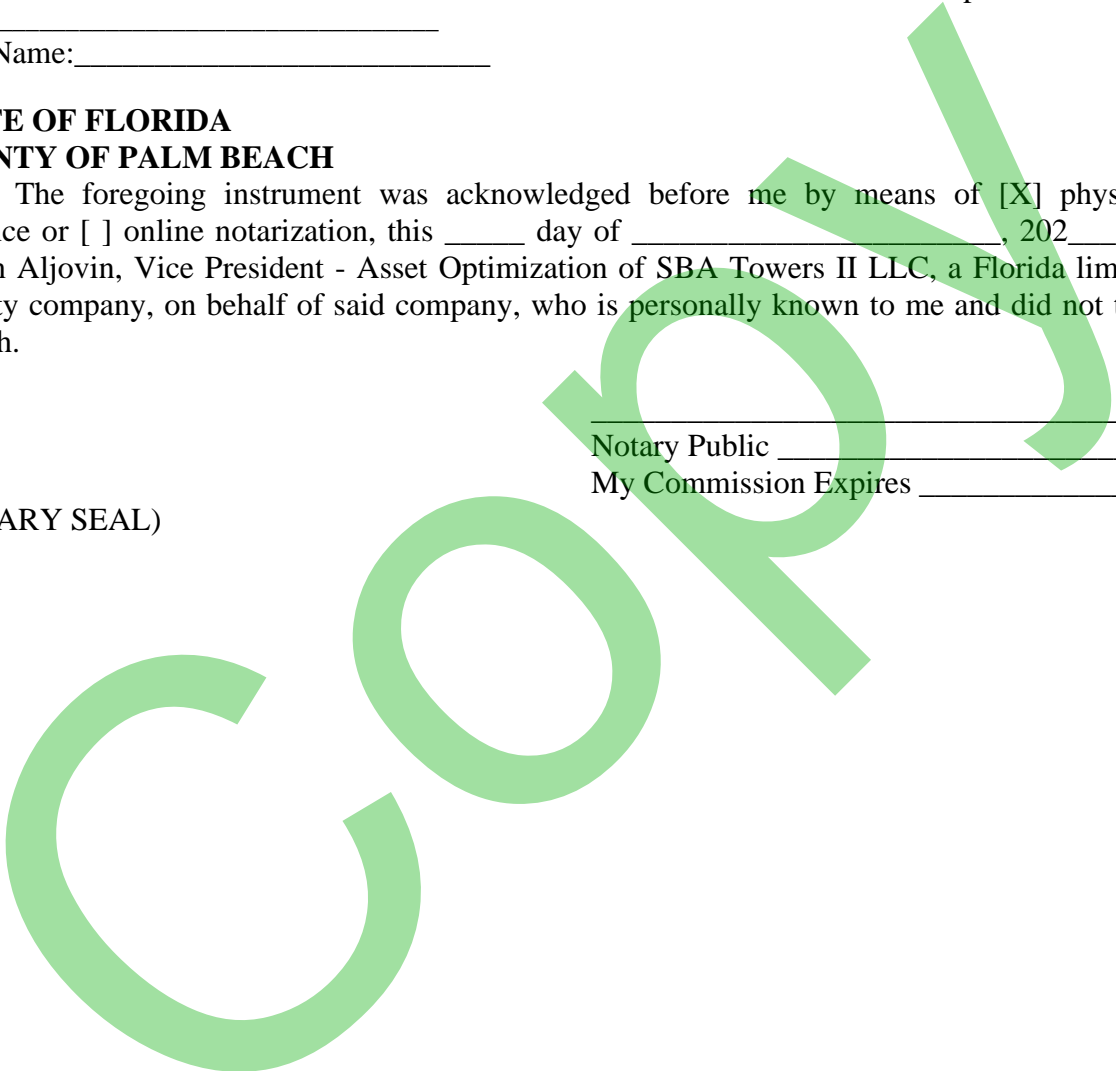
By: _____
Martin Aljovin
Vice President - Asset Optimization

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by Martin Aljovin, Vice President - Asset Optimization of SBA Towers II LLC, a Florida limited liability company, on behalf of said company, who is personally known to me and did not take an oath.

Notary Public _____
My Commission Expires _____

(NOTARY SEAL)



Memorandum of Lease Exhibit "A"

Legal Description of the Property

SITUATED IN THE COUNTY OF MIDDLESEX AND STATE OF MASSACHUSETTS AND DESCRIBED AS FOLLOWS:

THE LAND IN AYER, MIDDLESEX COUNTY, MASSACHUSETTS, NORTHERLY FROM NOACOICUS BROOK, SO-CALLED, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE BOUND MARKING THE INTERSECTION OF THE SOUTHERLY SIDE LINE OF A PRIVATE WAY RUNNING WESTERLY FROM PARK STREET, AND THE EASTERLY SIDE LINE OF ANOTHER PRIVATE WAY, UNNAMED, THENCE RUNNING N. 78°-15' E IN THE SOUTHERLY SIDE LINE OF SAID PRIVATE WAY ONE HUNDRED (100) FEET TO A POINT, THENCE TURNING AND RUNNING S 11°-45' E FOUR HUNDRED FIFTY-SIX (456) FEET TO A POINT, THENCE TURNING AND RUNNING N 78°-15' E ONE HUNDRED (100) FEET TO A POINT AND THE WESTERLY SIDE LINE OF A PRIVATE WAY, UN-NAMED, THENCE TURNING AND RUNNING S 19°-00' W IN THE WESTERLY SIDE LINE OF SAID PRIVATE WAY ONE HUNDRED FIFTY (150) FEET TO THE CENTER LINE OF NONACOICUS BROOK, SO-CALLED, AND LAND NOW OR FORMERLY OF THE BROWN SISTERS. THENCE TURNING AND RUNNING IN A GENERAL WESTERLY DIRECTION IN THE CENTER LINE OF SAID NONACOICUS BROOK AND BY LAND OF VARIOUS OWNERS, (3125) THREE THOUSAND ONE HUNDRED TWENTY-FIVE FEET MORE OR LESS TO A POINT AND LAND OF THE U. S. MILITARY RESERVATION; THENCE TURNING AND RUNNING N 8°-35' E BY LAND OF SAID U. S. RESERVATION ONE THOUSAND FOUR HUNDRED SEVENTY-NINE AND FIVE-TENTHS (1479.5) FEET TO A STONE BOUND MARKING ANGLE IN SAID U. S. RESERVATION, THENCE TURNING AND RUNNING N 59°-57' E BY LAND OF SAID U. S. RESERVATION, ONE HUNDRED SIXTY THREE AND SEVEN-TENTHS (163.7) FEET TO A POINT; THENCE TURNING AND RUNNING N 59°-07' E STILL BY LAND OF SAID U. S. RESERVATION FOUR HUNDRED NINETY SIX AND SIX-TENTHS (496.6) FEET TO A POINT AND PROPERTY OF ST. MARY'S CEMETERY, THENCE TURNING AND RUNNING S 66°-17' E BY ST. MARY'S CEMETERY, SEVEN HUNDRED EIGHTY-EIGHT AND FOUR-TENTHS (788.4) FEET TO A POINT AND OTHER LAND OF THE ESTATE OF LEVI W. PHELPS, THENCE TURNING AND RUNNING S 23°-43' W BY LAND OF SAID PHELPS ONE HUNDRED ELEVEN AND EIGHT-TENTHS (111.8) FEET TO A POINT MARKED BY A STAKE, THENCE TURNING AND RUNNING S 62°-25' E STILL BY LAND OF SAID PHELPS TWO HUNDRED NINETY-THREE AND FORTY-SEVEN HUNDREDTHS (293.47) FEET TO A POINT MARKED BY A STAKE, THENCE TURNING AND RUNNING N 24°-12, E STILL BY LAND OF SAID PHELPS, ONE HUNDRED SEVENTY (170) FEET TO A POINT IN THE WESTERLY SIDE LINE OF A PRIVATE WAY; UN-NAMED, THENCE TURNING AND RUNNING S 11°-45' E IN THE WESTERLY SIDE LINE OF SAID PRIVATE WAY THREE HUNDRED FIFTY-SEVEN (357) FEET TO A POINT AND THE NORTHERLY SIDE LINE OF THE FIRST MENTIONED PRIVATE WAY; THENCE TURNING AND RUNNING S 78°-15' W IN THE NORTHERLY SIDE LINE OF SAID PRIVATE WAY, ONE HUNDRED (100) FEET TO A POINT, THENCE TURNING AND RUNNING S 11° 45' E BY THE WESTERLY END OF SAID PRIVATE WAY AND LAND NOW OR FORMERLY OF THE TOWN OF AYER, ONE HUNDRED TWENTY (120) FEET TO A POINT, THENCE TURNING AND RUNNING N 78°-15' E BY LAND OF SAID TOWN OF AYER AND THE SOUTHERLY END OF A PRIVATE WAY, ONE HUNDRED THIRTY (130) FEET TO A POINT, THENCE TURNING AND RUNNING N 11°-45' W IN THE EASTERLY SIDE LINE OF SAID PRIVATE WAY, EIGHTY (80) FEET TO A STONE BOUND IN SOUTHERLY SIDE LINE OF FIRST MENTIONED PRIVATE WAY AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS ABOUT FIFTY (50) ACRES AND IS SHOWN ON PLAN ENTITLED, TOWN OF AYER, MASS. PLAN OF LAND PURCHASED FOR SEWERAGE WORKS, DRAWN BY F. A. BARBOUR, ENGINEER, DATED AUGUST 1941, A COPY OF WHICH IS TO BE FILED AND TO WHICH REFERENCE MAY BE HAD FOR A MORE DETAILED DESCRIPTION.

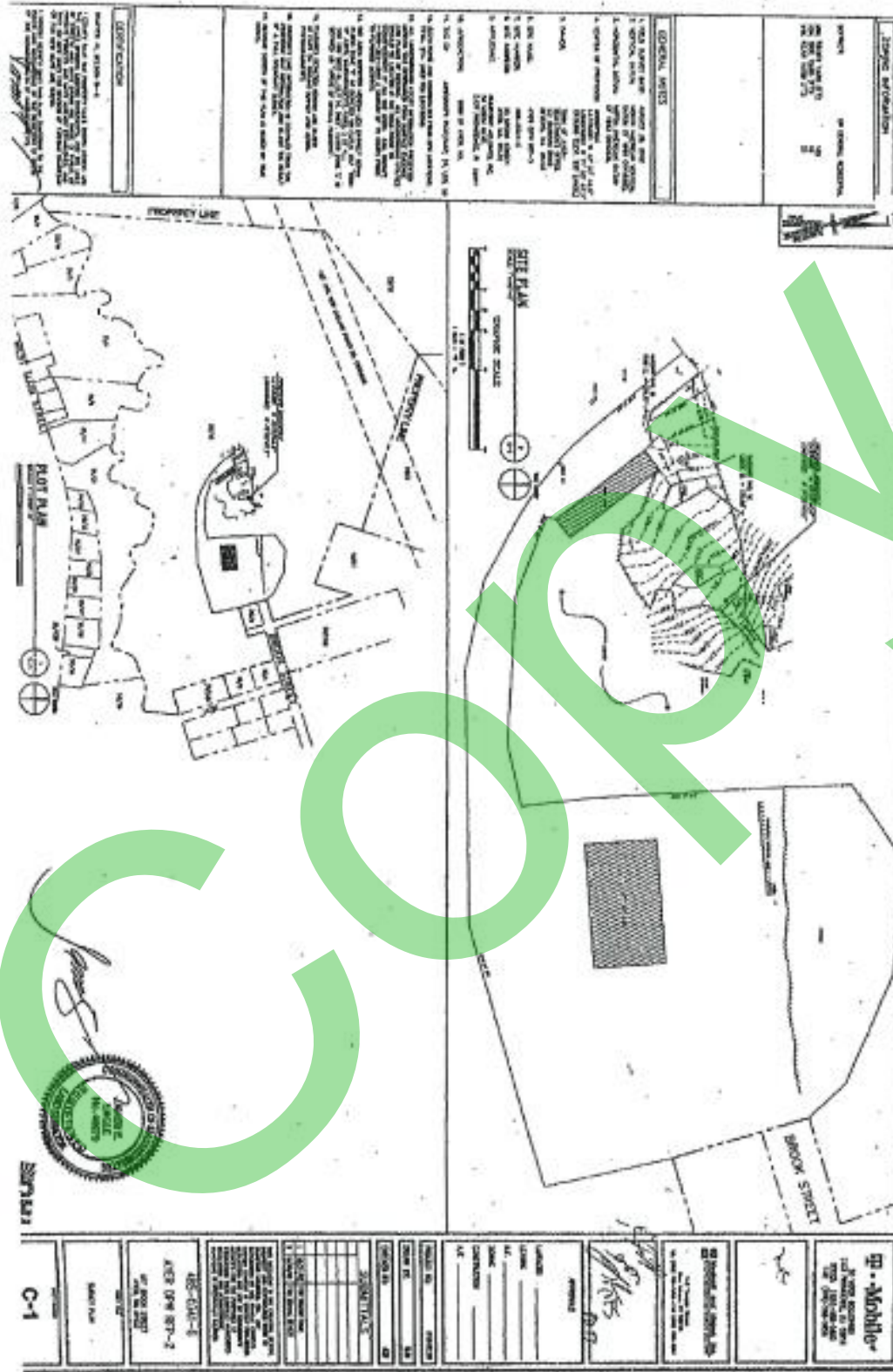
TAX ID NO: 019/026.0-0000-0010.0

Memorandum of Lease Exhibit "B"

Legal Description of the Premises

A 75'x75 area as shown on the sketches below.

Copy



LEGEND

- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 2. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
- 3. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
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NOTES

- 1. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
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- 9. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
- 10. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

GENERAL NOTES

- 1. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
- 2. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
- 3. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
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- 9. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
- 10. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

REVISIONS

NO.	DESCRIPTION	DATE

DATE _____

BY _____

FOR _____

PROJECT _____

CLIENT _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

PHONE _____

FAX _____

EMAIL _____

WEBSITE _____

PROJECT NO. _____

DATE OF ISSUE _____

SCALE _____

PROJECT NO. _____

FIGURE

C-1

DATE _____

BY _____

FOR _____

PROJECT _____

CLIENT _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

PHONE _____

FAX _____

EMAIL _____

WEBSITE _____

PROJECT NO. _____

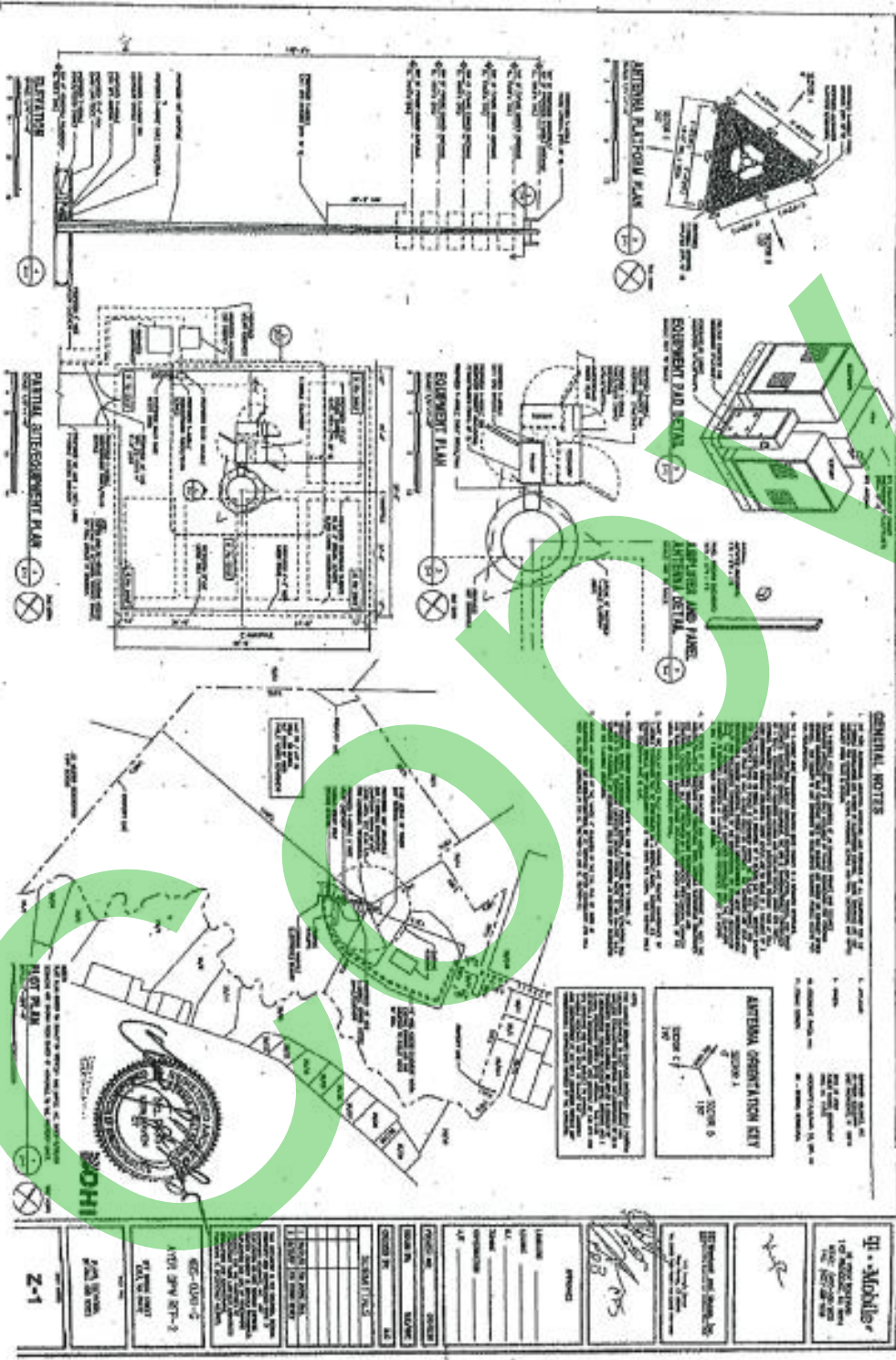
DATE OF ISSUE _____

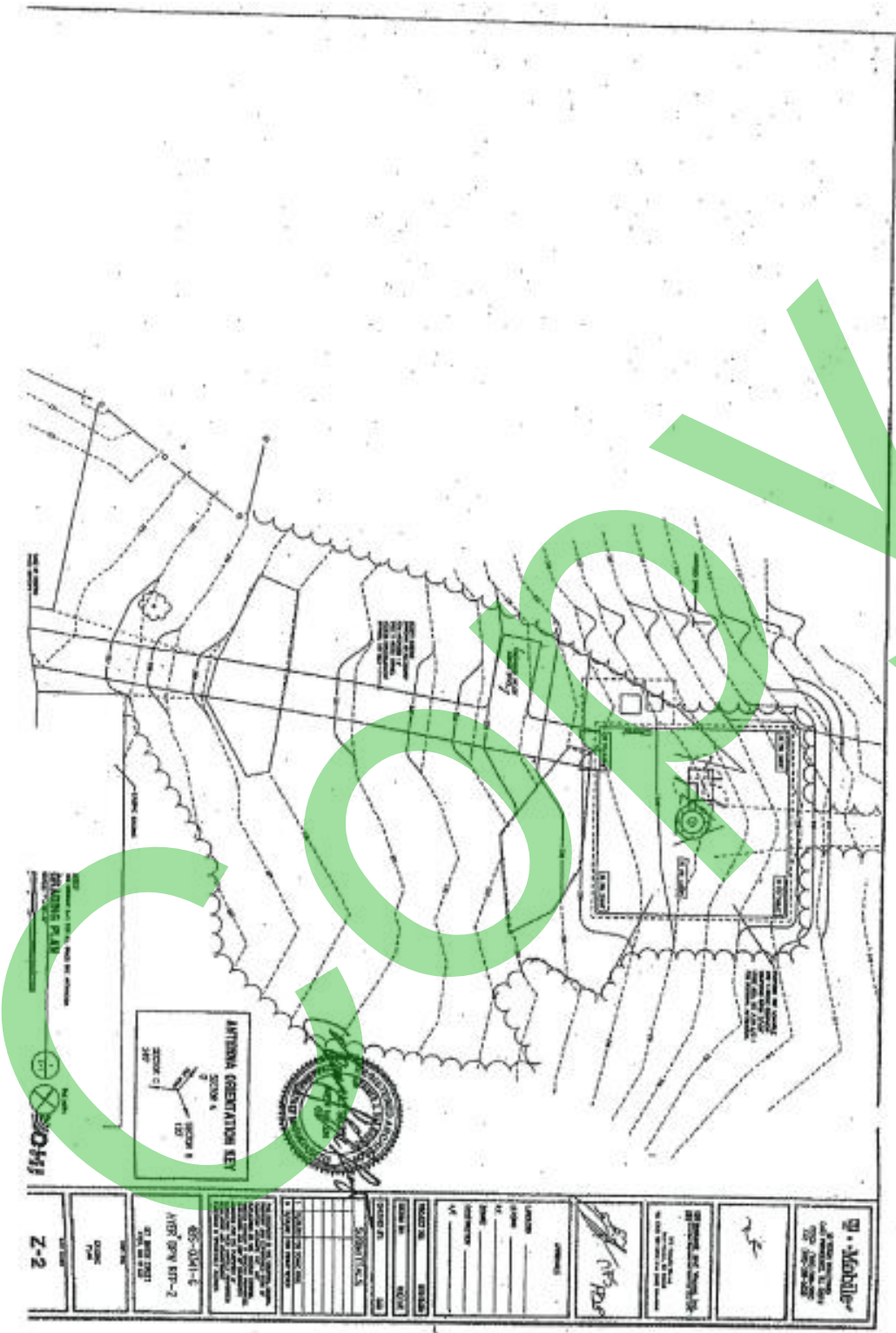
SCALE _____

PROJECT NO. _____

DATE OF ISSUE _____

SCALE _____





LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), dated as of the ____ day of December 2022 (the "Commencement Date"), is entered into by and between the **Town of Ayer**, a Massachusetts municipal corporation acting by and through its Select Board, having an address of 1 Main Street, Ayer, Massachusetts 01432 ("Landlord"), and **SBA Towers II LLC, a Florida limited liability company**, having an address of 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Tenant").

Recitals

Whereas, Landlord is the owner of a certain parcel of land located at 25 Brook Street (Assessors Map 26, Lot 10), Ayer, MA, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 6523, Page 282 (the "Property");

Whereas, Landlord issued a Request for Proposals on February 18, 2022, soliciting proposals for the lease of a portion of the Property for the installation and operation of a wireless telecommunications facility;

Whereas, Tenant submitted a proposal in response to the request for proposals, offering to lease a portion of the Property; and

Whereas, Landlord has selected Tenant as the successful proposer, and Landlord and Tenant wish to set forth herein the terms and conditions governing Tenant's use of a portion of the Property.

Now, therefore, for good and valuable consideration, Landlord and Tenant agree as follows:

Agreement

1. LEASE OF PREMISES.

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the portion of the Property containing 5,625 square feet, more or less (the "Premises"), which Premises consist of the parcels shown as "Lease Area" on the sketch plan attached hereto as Exhibit A and incorporated herein (the "Plan").

The Premises are leased together with the rights described below:

- (a) The exclusive right to install, operate, maintain, repair, upgrade, and replace on the Premises a one hundred ninety foot (190') high telecommunications tower with a suitable support structure for the transmission and reception of communications signals (the "Tower");
- (b) The right to install, operate, maintain, repair and replace on the Premises any communications rooms, cabinets, fixtures and related equipment, cables,

accessories and related improvements, subject to Landlord's rights as set forth herein;

- (c) The right to locate on the Tower antennas, transmission cables and other appurtenances;
- (d) The right to install, maintain, repair and replace: transmission cables from the equipment room, building or cabinet to the antennas; electric lines from a main feed or off-site power source to the equipment room; and telephone lines from a main or off-site telephone entry point to the equipment room, and to make other reasonably appropriate improvements and alterations to the Premises as is reasonably necessary for the Permitted Uses (defined in Section 2.1);
- (e) A non-exclusive easement over, under and upon a twenty-foot (20') wide portion of the Property shown as "Access & Utility Easement" (the "Access Way") on the Plan for pedestrian and vehicular access to the Premises and for the purpose of providing utilities to the Premises and the maintenance, repair, and replacement thereof; and
- (f) Such reasonable easements in the Access Way as may reasonably be required by electric, telephone and other utility companies for the purpose of servicing the equipment on the Premises, subject to Town Meeting authorization.

1.2. Condition of Premises. The Premises are delivered to Tenant, and Tenant accepts the Property, including the Premises and the Access Way, in its present condition, "AS IS," it being agreed that Landlord has made no representations or warranties of any kind with respect thereto, and that Landlord shall have no obligation to maintain, do any work on, or make any improvements to or provide utilities to the Property, including the Premises, unless such maintenance and/or improvement work is required as a result of Landlord's gross negligence and/or willful misconduct.

1.3. Utilities. Tenant shall be solely responsible for bringing onto the Premises, providing, and paying for all electrical and other utilities of sufficient capacity to serve Tenant's use of the Premises for the purposes set forth in Section 2.1, which shall be installed in accordance with the reasonable requirements of Landlord and in a manner that avoids unnecessary interference to other activities on the Property and is reasonable in appearance, in Landlord's reasonable judgment.

2. USE OF PREMISES

2.1 Permitted Uses. Tenant may erect and maintain on the Premises, improvements, personal property, and facilities, including but not limited to a communications facility, and any and all uses identical thereto, which may include a suitable support structure, including without limitation the Tower, radio transmitting and receiving antennas, communications equipment, equipment cabinets and /or shelters, and related facilities for the transmission and reception of communications signals and the

installation, maintenance, operation, repair, and replacement of its communications fixtures and related equipment, cables, accessories and improvements as well as any and all pipes, conduits and wire related to the utility infrastructure (collectively, the "Communications Facility"), as described on Exhibit B attached hereto. Landlord and Tenant agree that said Exhibits do not limit Tenant's rights under this Lease to improve, modify, replace, supplement, upgrade or remove the Communications Facility or any part thereof during the Term of this Lease, provided that Tenant complies with the provisions of this Lease. During the Term of this Lease, Tenant has the right to install and operate transmission cables from the equipment shelter or cabinets to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinets, and to make reasonable improvements, alterations, modifications, replacements or additions appropriate for Tenant's or subtenants' use within the Premises, subject to the provisions set forth herein.

2.2 Installation of Town's Equipment. Landlord reserves the right to collocate on the Tower solely for use in connection with police, fire, rescue, emergency broadcasting systems and other municipal purposes (including cabinets, structures, cables and other facilities for the transmission and reception of communications signals, the "Municipal Antennas and Equipment"), and the right to install, maintain, repair, replace and upgrade the Municipal Antennas and Equipment. Landlord shall submit copies of its Municipal Antennas and Equipment plans to Tenant for Tenant's approval, which shall not be unreasonably withheld, conditioned, or delayed. Compliant Landlord's Municipal Antennas and Equipment installed on the Tower and/or Premises shall utilize the Tower and/or Premises without being charged a fee by Tenant. Landlord shall not assign or sub-license any of its rights hereunder and shall not use the Municipal Antennas and Equipment for non-public purposes; nor charge a fee for the use thereof. Tenant agrees to install the Municipal Antennas and Equipment on the Premises at Tenant's sole cost and expense. After installation, all associated maintenance and repairs to the Municipal Antennas and Equipment and cabling and any obligation to maintain or comply with any approvals, permits or licenses shall be the responsibility of Landlord. Tenant shall provide Landlord reasonable access to the Premises, including the Tower, to perform such maintenance and repairs, provided that Landlord does not unreasonably interfere with Tenant's use of the Premises or the operation of the Communications Facility. Landlord and Tenant agree that Landlord's rights to Tower space hereunder shall terminate upon the termination of this Lease. Any of Landlord's future co-location shall be at Tenant's approval and Tenant's equipment shall have priority; however, Tenant's approval shall not be unreasonably withheld, conditioned, or delayed. Landlord's use of the Tower shall not interfere with or disturb Tenant or any of Tenant's current or future subtenants.

2.3 Hours of Use. Tenant and its subtenants, employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) day access to and over the Premises for the installation, maintenance and operation of the Communications Facility and any utilities serving the Premises.

3. TERM.

3.1 Initial Term. The term of this Lease shall commence on the Commencement Date and terminate ten (10) years from the Commencement Date (the "Initial Term"), unless Tenant exercises its right to extend as mentioned in Section 3.2. The term "Lease Year" means a period of twelve (12) months, commencing on the Commencement Date or the annual anniversary date thereof.

3.2 Extensions. Tenant shall have the right to extend this Lease for two (2) additional and successive five (5) year terms (each an "Extension Term"), for a total maximum term of twenty (20) years, upon the same terms and conditions and at the then-current Rent (with the annual escalations as provided below), provided Tenant gives written notice thereof to Landlord at least six (6) months prior to the termination of the then-current term and Tenant is not then in default under this Lease beyond any applicable cure period.

3.3 Term. The Initial Term and the Extension Terms, if any, are collectively referred to as the Term ("Term"). The Term of this Lease may be terminated earlier, as provided in this Lease.

3.4 Holdover. If Tenant remains in possession of the Premises after the expiration of the Term of this Lease, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Lease.

4. RENT.

4.1 Rent Commencement Date. Tenant's obligation to pay Rent under this Lease shall commence upon the Commencement Date.

4.2 Rent. Starting on the Rent Commencement Date, Tenant shall pay Landlord rent in the amount of Forty-Five Thousand and No/100 Dollars (\$45,000.00) a year, to be paid in equal installments of Three Thousand Seven Hundred Fifty and No/100 Dollars (\$3,750.00) per month, during the Term of this Lease (as adjusted annually below, the "Base Rent"). If the Rent Commencement Date shall be on any day other than the first day of a calendar month, the Base Rent and other charges for such month shall be pro rated on a per diem basis. The Base Rent shall increase automatically each Lease Year during the Term of this Lease, on each anniversary of the Rent Commencement Date, by three percent (3 %).

4.3 Revenue Share. In addition to the Base Rent, and commencing on the Rent Commencement Date, Landlord shall be entitled to an amount equal to twenty-five percent (25%) of the payments actually received from Tenant's broadband subtenants whose equipment is installed on the Premises pursuant to a third party lease ("Revenue Share"). Revenue Share shall be paid directly to Landlord from any third party which has entered into a third party lease. Notwithstanding the foregoing, all Revenue Share contained herein

shall be payable one month in arrears upon Tenant's receipt of rental payment from its sublessees.

4.4 Additional Rent. From the Commencement Date and through the Term of this Lease, Tenant agrees to pay, as "Additional Rent", any real and personal property taxes, levies, betterments or assessments, fees, or charges that are assessed or chargeable during the Term of this Lease which are directly attributable to the Premises, the Telecommunications Facility, and/or Tenant's use thereof, directly to the assessing authority. The Base Rent, the Revenue Share, the Additional Rent, and all other sums to be paid to Landlord hereunder are referred to, collectively, as the "Rent."

4.5 Manner of Payment. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid without demand or off-set, by check made payable to the "Town of Ayer," and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant. Rent shall be payable by Tenant to Landlord monthly in advance on the first day of each month during the Term of this Lease.

4.6 Late Payments. The Base Rent due under this Lease not paid by the fifteenth (15th) of the month shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor or similar entity.

4.7 Rent Adjustment. If this Lease is terminated prior to the expiration date stated in this Lease, Rent shall be adjusted as of the termination date. Any prepaid Rent shall be returned to Tenant, provided, however, that if Tenant owes Landlord any payments under this Lease, including, without limitation, the Termination Fee (defined in Section 7.1), Landlord shall have the right to deduct such amounts from the prepaid Rent. Nothing herein shall affect Landlord's rights to collect the balance of any amounts owed to Landlord hereunder.

5. INSPECTIONS, APPROVALS. Intentionally deleted.

5.1 Inspections, Tests. Intentionally deleted

5.2 Governmental Approvals. Intentionally deleted.

6. INSTALLATION OF COMMUNICATIONS FACILITY; USE; MAINTENANCE.

6.1. Governmental Requirements. Tenant agrees to continue to comply with all applicable federal, state, and local laws, rules, regulations, permits, and approvals, including, without limitation, those required by the Federal Communications Commission ("FCC"), if applicable, the Federal Aviation Administration ("FAA"), Landlord's Zoning Bylaws, and the standards and requirements set forth therein for the installation of wireless communications facilities in the Town of Ayer, and federal, state, and local noise and environmental regulations, as the same may be amended from time to time, relating to

the Premises, the Communications Facility, and/or the use and operation of the Communications Facility on the Premises ("Governmental Requirements"). Tenant shall make such alterations to the Premises as are required to ensure that Tenant's Communications Facility complies with all applicable Governmental Requirements.

Notwithstanding the foregoing, Tenant agrees that:

- (a) There shall be no services, equipment or storage at the Premises other than what is necessary for Tenant and its subtenants to provide and support communications services from the Premises. Tenant and any subtenant's use of the Premises shall be unmanned (other than periodic visits required to install, inspect, maintain or repair any equipment);
- (b) If not already done so by Tenant, Tenant shall place a fence around the Premises. Tenant shall be in compliance with all Governmental Requirements;
- (c) There shall be no external lighting of the Communications Facility on the Premises unless required by Governmental Requirements;
- (d) Tenant, and not Landlord, shall be responsible for all signs at the Premises that are required by governmental authorities with applicable jurisdiction over the Premises and Tenant's operations. Landlord's approval of signs at the Premises shall only be for aesthetic purposes;
- (e) Testing of any generator at the Premises shall occur between 10:00 am and 4:30 pm, Monday through Friday, unless in the event of an emergency; and
- (f) To the extent commercially reasonable, all equipment located at the Premises by Tenant or subtenants shall incorporate technology to achieve the quietest operation reasonably attainable.

6.2 Approved Plans and Specifications. Intentionally deleted.

6.3 Amending Exhibits. In the event of a material change, such as a drop and swap, an impactful increase or change in the type of structure, an expansion of the current Premises beyond what exists or is permitted, or anything of a similar significant nature to the Communications Tower ("Material Change"), including the Access Way, Landlord and Tenant agree to amend Exhibits A, B, and/or C, which amendments will be provided by Tenant and will replace the exhibits attached to this Lease. However, an equipment upgrade from any of Tenant's subtenant shall not be considered a Material Change. Any Material Change shall require the prior written approval of Landlord

6.4 Construction Schedule. Intentionally deleted.

6.5 Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained

in accordance with the Approved Plans and Specifications, in good and workmanlike manner, and in accordance with local building permits. Tenant's construction, operation, use and maintenance of the Communications Facility and any and all other improvements on or at the Premises shall at all times comply with all applicable Governmental Requirements. Tenant will be responsible for obtaining and maintaining, at its sole cost and expense, all approvals and permits necessary for the construction of the Communications Facility and any and all other improvements on or at the Premises. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week for purposes of maintenance and repair but Tenant shall give Landlord at least five (5) days notice prior to commencement of construction, unless in the event of an emergency.

6.6 Maintenance and Operation Costs. Tenant will pay all costs and expenses incurred in connection with the maintenance and operation of the Communication Facility and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which Tenant will make payments directly to said company. Tenant shall repair, at its sole cost and expense, any damage caused to the Property as a result of any act or omission of Tenant or its employees, agents, contractors, or invitees.

6.7 Mechanics' Liens. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to Landlord within thirty (30) days after Tenant receives notice of filing of same. In connection with the foregoing, Tenant agrees to indemnify, save, defend, and hold harmless Landlord against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

6.8 Removal. Tenant shall be responsible for removal of Tenant's equipment at the Communications Facility in accordance with Section 12 of this Lease, unless otherwise agreed upon by Landlord and Tenant. Tenant shall not be responsible for removing Landlord's Municipal Antennas and Equipment at the Communications Facility. Upon such termination, Landlord shall at its expense promptly remove the Municipal Antennas and Equipment and associated cables in a good and workmanlike manner. If Landlord does not remove within sixty (60) days of termination or expiration, said personal property shall either be disposed of or become Tenant's.

6.9 Removal Bond. Before Tenant commences any work on the Premises (other than the Tests conducted under Section 5.1), Tenant shall provide Landlord with a bond in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) in favor of Landlord from a bond company authorized to issue such bonds in the Commonwealth of Massachusetts and reasonably satisfactory to Landlord (the "Removal Bond") to secure the removal of the Communications Facility at the expiration or earlier termination of this Lease. The Removal Bond shall be maintained during the Term of this Lease, and the amount of said

bond shall be recalculated by Tenant at least every five (5) years and adjusted accordingly based upon the costs of removal of the Communications Facility. Tenant shall provide such calculations to Landlord for its review. The Removal Bond shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord at least thirty (30) days in advance and obtaining Landlord's prior written consent.

6.10 Construction Bonds. Intentionally deleted.

6.11 Maintenance of Premises. Tenant shall keep the Premises in good and safe order and condition, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit its agents, employees, representatives or invitees to commit waste to the Premises. If Tenant or its agents, employees, representatives or invitees (including sublessees) damage the Property or any property (including any wireless facility or equipment) of Landlord or any other tenant on the Property, Tenant shall, at its sole cost and expense, promptly repair and restore the Property and/or any property of Landlord or of other tenants. Tenant shall be responsible for the removal of all of its trash and waste. Landlord shall have no obligation to maintain the Premises or to remove snow or ice from the Property. As set forth in Section 2.2, Landlord shall continue to maintain the Municipal Antennas and Equipment in the Premises in good and safe order and condition.

6.12 Maintenance of Communications Facility. Tenant shall maintain and repair the Communications Facility in good order and condition, reasonable wear and tear and damage by casualty excepted, and shall maintain the Communications Facility and related equipment so as to keep it safe, sanitary, and in good working order and condition.

6.13 Changes, Alterations. Intentionally deleted.

6.14 Utilities. Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will cooperate with any utility company requesting an easement over, under and across the Premises in order for the utility company to provide service to the Tenant, subject to Town Meeting approval and any other applicable approvals.

6.15 Contact. Both Tenant and Landlord shall provide each other with the name and telephone number of a primary contact and a secondary contact, one of which shall be reachable and responsive in the event of an emergency, twenty-four (24) hours per day, seven (7) days per week. Tenant shall also cooperate with Landlord with respect to public safety matters, including access needed for fire protection and safety.

7. **TERMINATION.**

7.1 Termination for Default. Landlord and Tenant shall each have the right to terminate this Lease in the event that the other fails to cure a default within the cure period set forth in Section 14. If this Lease is terminated because of Tenant's default, Tenant shall pay Landlord a termination fee in an amount equal to twelve (12) months of Rent at the

then-current Rent rate (the "Termination Fee").

7.2 Termination for Other Cause. In addition, this Lease may be terminated by Tenant as follows: (i) upon thirty (30) days written notice, if Tenant is unable to obtain, or maintain, any required Governmental Approval necessary for the construction or operation of the Communications Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of obtaining or retaining Governmental Approval is commercially unreasonable, the Termination Fee shall not be applicable in the event that a Governmental Approval necessary for the construction or operation of the Communications Facility is revoked without fault of Tenant by any agency, board, court, or other governmental authority; (ii) upon ninety (90) days written notice for any reason other than (i) above, so long as Tenant pays Landlord the Termination Fee (except that no such Termination Fee shall be due if Tenant terminates this Lease because of casualty or condemnation, as set forth more particularly in Sections 16 and 17 of this Lease).

8. INTERFERENCE; ENERGY SAFETY COMPLIANCE.

8.1 Interference. Tenant shall be responsible for taking reasonable measures to ensure that its use of the Premises will not cause "measurable interference," as defined by the FCC, to any present Municipal Antennas and Equipment installed on the Premises from time to time, to the DPW facility, to local radio, television, police, public safety, national defense, or other similar operations, and to any equipment of any other lessees of the Property which existed on the Property prior to January 7, 2003. In the event that Tenant's equipment causes such interference, Tenant shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing, within thirty (30) days of written notification from Landlord, unless such interference is with the Municipal Antennas and Equipment, in which event Tenant shall use any and all means to immediately cease such interference.

8.2 Radio Frequency Energy Safety Compliance. The Communications Facility and any other equipment or structures placed on the Premises by Tenant or its subtenants or licensees shall comply with applicable state and federal laws and regulations regarding human exposure to radio frequency energy. Landlord, at its discretion, may reasonably request verification of such compliance no more than once a Lease Year. Upon such request, Tenant and its subtenants shall provide the necessary documentation and shall cooperate with Landlord to demonstrate such compliance. Compliance may be determined by computation, visual inspection, and/or measurement as conditions warrant. The compliance analysis shall employ currently accepted evaluation methods, such as those contained in FCC Office of Engineering and Technology Bulletin 65. Before making any changes in the Communications Facility or operating parameters that materially affect its radio frequency emissions, Tenant shall inform Landlord in writing of its plans to make such changes. Landlord may require Tenant to supply information about the radio frequency emissions of its equipment if Landlord has substantial reason to believe or has evidence that a material change in emissions has occurred.

9. ENVIRONMENTAL.

9.1 Use of Hazardous Materials. Tenant agrees that it will not use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation. Tenant shall inform the Ayer Fire Chief in writing of any Hazardous Materials to be used, present or brought upon the Premises, and shall provide updates if any of the information changes during the term of this Lease. Tenant shall be permitted to use and store on the Premises back-up power batteries (e.g. lead-acid batteries) and reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents), generators, propane tanks, and gasoline to the extent that such batteries, materials, generators, propane tanks and gasoline are properly handled and stored in accordance with all local, state, and federal laws and regulations, so as to prevent a release of Hazardous Materials in and on the Premises.

9.2 Hazardous Materials. “Hazardous Materials” are any hazardous, toxic or radioactive materials, substances or waste, as defined in federal or state law regulating or addressing the generation, storage, use, or transportation of such materials, including but not limited to Massachusetts General Laws, Chapter 21E; 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. §1801, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, 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 rules, regulations or orders promulgated pursuant thereto (the “Environmental Laws”). Neither party shall have responsibility to the other party, its agents, employees, representatives, permittees and invitees, for the presence of Hazardous Substances brought onto the Premises by that party or be required to abate or remediate the same.

9.3 Indemnity. Tenant agrees to defend, indemnify, and hold harmless Landlord from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages, including attorneys’ fees) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding arising out of or related to the failure of Tenant to comply with any of the Environmental Laws, including without limitation, any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or matters as may now or hereafter be in effect. The indemnification of this Section specifically includes all costs, expenses and fees incurred in connection with any investigation of the condition of the Premises or the Property, as applicable, or any clean-up, remedial, removal or restoration work required by any governmental authority. Tenant shall not be obligated to indemnify Landlord for environmental conditions existing on the Premises prior to Tenant’s occupation of the Premises unless caused by Tenant or if the condition of any existing Hazardous Materials

on the Premises has worsened as a direct result of the negligence of any of the Tenant Parties.

9.4 Costs. The indemnifications of this Section 9 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority.

9.5 Survival. The provisions of this Section 9 will survive the expiration or termination of this Lease.

10. INDEMNIFICATION; RELEASE.

10.1 Tenant Indemnity. In addition to Tenant's obligations under Section 9.3, Tenant shall indemnify, hold harmless, release and defend Landlord, and its officers, agents, and employees against and from all claims, expenses, or liabilities (a) arising directly or indirectly from the failure of Tenant to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations, or lawful direction now or hereafter in force of any public authority; and (b) to the extent caused by the act, omission, or negligence on the part of Tenant, any of its subtenants, or Tenant's or subtenant's agents, employees, contractors, invitees or anyone else claiming by, through or under Tenant and/or subtenant (collectively with Tenant, the "Tenant Parties"). However, in no event shall Tenant be obligated to indemnify Landlord to the extent such claim, expense, or liability results directly from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Any obligations of Tenant under this Lease shall be binding on all the other Tenant Parties, and Tenant shall be responsible for such other tenant parties.

10.2 Release. To the maximum extent permissible by law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the personal property of Tenant unless caused by the gross negligence or willful misconduct of Landlord or its officers, agents, or employees.

10.3 Landlord Indemnity. To the extent permitted by law, Landlord shall hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), arising directly from the gross negligence or willful actions or failure to act of Landlord or its agents, employees, contractors, or invitees, or the breach of any provision of this Lease, except to the extent attributable to the negligence or willful misconduct of any of Tenant parties.

10.4 No Personal Liability. To the fullest extent permitted by law, no official, employee, agent or representative of Landlord shall be individually or personally liable for any obligation or liability of Landlord under this Lease.

10.5 Survival. The provisions of this Section shall survive the termination or expiration of this Lease.

11. INSURANCE.

11.1 Required Insurance. Tenant and any subtenant shall carry during the Term, at its own cost and expense, the following insurance:

- (a) Commercial general liability with a minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence and two Million and no/100 Dollars (\$2,000,000) aggregate limit. The policy shall include blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability and independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- (b) All-risk property damage insurance for replacement of the Communications Facility and Tenant's property. Said insurance shall include coverage for all natural disasters, including earthquakes, hurricanes, tornadoes, and floods.
- (c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks, and/or rented automobiles and trucks, in the amount of (i) One Million and no/100 Dollars (\$1,000,000) for bodily injury and consequent death per occurrence, and Five Hundred Thousand Dollars (\$500,000) for property damage per occurrence, or One Million Dollars (\$1,000,000) combined single limit.
- (d) Workers Compensation in the minimum amount of the statutory limit.
- (e) Umbrella liability in the minimum amount of Four Million Dollars (\$4,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate over all other insurance required by this Lease.

11.2 General Requirements. The following conditions shall apply to the insurance policies required herein:

- (a) All insurance shall commence no later than the Commencement Date. Tenant shall provide Landlord with copies of the insurance policies, meeting the requirements set forth herein, and naming Landlord as an additional insured.
- (b) All insurance of Tenant shall be primary with respect to any insurance maintained by Landlord with respect to claims resulting from Tenant's negligence and shall not call on Landlord's insurance for contributions.
- (c) All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).

- (d) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the limits in combination equal or exceed those required herein.
- (e) All insurance policies and certificates shall include a provision requiring thirty (30) day's written notice to Landlord of cancellation or reduction. On each anniversary of the Commencement Date, and at Landlord's reasonable request, Tenant shall provide Landlord with a certificate evidencing the coverages required hereunder.
- (f) Tenant's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Lease under which Landlord may in its sole discretion take immediate and unilateral action to suspend the rights of Tenant to operate pursuant to this Lease until said breach is corrected and/or to exercise such other rights and remedies available to Landlord.
- (g) Tenant's obligation to hold harmless and indemnify Landlord shall not be limited by the requirement for, or existence of, insurance coverage.
- (h) Landlord shall have the right to require Tenant to increase such limits at least every five (5) years when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

12. REMOVAL.

12.1 Waiver of Liens. All portions of the Communications Facility and other equipment or materials brought onto the Property by Tenant or its subtenants (except any equipment, facilities or materials of Landlord) will be and remain Tenant's personal property and may, at Tenant's option, be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communications Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being acknowledged by Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant or its parties on the Premises will be and remain the property of Tenant or its parties, as applicable, and may be removed at any time during the Term provided that Tenant restores the Premises in accordance with the provisions of Section 12.2.

12.2 Removal. Within sixty (60) days of the expiration or termination of this Lease, Tenant shall remove the Communications Facility and other equipment or materials brought onto the Property by Tenant or its subtenants. If requested, Tenant shall only be required to remove footings, foundations, and concrete two foot (2') below grade. Tenant shall restore the Premises as close as is reasonably possible to its original condition,

normal wear and tear and damage by fire or other casualty excepted. In the event that Tenant fails to remove the Communications Facility within said sixty (60) day period and/or to restore the Premises to the condition required herein, Landlord may use the Removal Bond to effectuate the same.

12.3 Survival. The provisions of this Section 12 shall survive the expiration or earlier termination of this Lease.

13. ASSIGNMENT AND SUBLETTING.

13.1 Assignment. Tenant may assign or transfer this Lease to any entity which (i) is licensed by the FCC to operate a wireless communications business and the Communications Facility; or (ii) is a parent, subsidiary or affiliate of Tenant; (iii) controls or is controlled by or under common control with Tenant; (iv) is merged or consolidated with Tenant; or (v) acquires more than fifty percent (50%) of an ownership interest in Tenant or the assets of Tenant in the area in which the Property is located, provided that notification is submitted to Landlord within sixty (60) days of said assignment or transfer and the assignee, at Landlord's request, enters into an Assignment and Assumption Agreement agreeing to assume Tenant's obligations under this Lease. Tenant shall not otherwise assign this Lease without Landlord's written consent, which is not to be unreasonably withheld, conditioned, or delayed.

13.2 Sublease. Tenant may, without Landlord's consent, sublet or license a portion or portions of the Premises for collocation by FCC-licensed wireless communications carriers and similar entities at market-based rents and fees, provided that such subtenant pays to Landlord the Revenue Share as set forth in Section 4.3 above. Any subtenant of Tenant shall not have the right to further sublease or license their space to another entity or person. In the event that Tenant does not have a master agreement with the subtenant that sets forth the required rents for a sublease between the parties, the subtenants rent amount and rent escalator shall be the same as the rent amount and rent escalator then owed by Tenant to Landlord pursuant to the terms of this Lease.

14. DEFAULT AND RIGHT TO CURE.

14.1 Default by Tenant

It shall be an event of default if:

- (a) Tenant fails to pay Rent or any other amounts due to Landlord under this Lease when due hereunder, or maintain the insurance required hereunder, and such failure continues for ten (10) days after written notice from Landlord that the same is due;
- (b) Tenant fails to perform or observe any other term or condition contained in this Lease and such failure is not cured within thirty (30) days after written notice from Landlord, provided, however, that if such failure is of such a nature that

Tenant cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Tenant commences to cure the default within such thirty (30) day period and thereafter prosecutes the same to completion with reasonable diligence (but in no event later than sixty (60) days from the date of the notice from Landlord), provided, however, in the event that Tenant is actively trying to cure such default within the timeframe as mentioned above, Landlord shall not have the right to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and remove the Communications Facility and Tenant's other effects on the Property ;

- (c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver or trustee is appointed to take over and conduct the business of Tenant, whether in receivership, reorganization, bankruptcy or other action or proceeding, and such bankruptcy or insolvency proceeding, receivership or trusteeship shall not have been vacated not later than ninety (90) days after such declaration, election or appointment, unless (i) such debtor in possession, receiver or trustee shall have within said ninety (90) days shall have remedied all defaults under this Lease; and (ii) such debtor in possession, receiver or trustee shall have within said ninety (90) days executed an agreement, duly approved by Landlord, whereby such debtor in possession, receiver or trustee shall assume and agree to be bound by each and every term, provision and limitation of this Lease, and if in bankruptcy Tenant, for itself, for the debtor in possession, the receiver or trustee does, hereby waives its ability to request an extension of the period to assume or reject this Lease in excess of ninety (90) days from the Court's Order for Relief.
- (d) If this Lease is terminated as a result of a Tenant default or is rejected in any bankruptcy proceeding, Landlord will enter into a new lease with Tenant's lenders ("Lenders") or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not applicable to normal expirations of the term of this Lease.

In the event of default, Landlord shall have the right, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended (in which event Tenant shall pay Landlord the Termination Fee), and remove the Communications Facility and Tenant's other effects on the Property if Tenant fails to remove the same in accordance with Section 12, without prejudice to any remedies which might be otherwise be available to Landlord.

If Landlord is the prevailing party in any legal claim, Tenant agrees to reimburse Landlord for all costs associated with the enforcement of this Lease, or any and all provisions therein, including but not limited to all legal and court costs. Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts

Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

14.2 Default by Landlord. It shall be an event of default under this Lease if Landlord fails to perform any material term or condition under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure, provided, however, that no such failure will be deemed to exist if Landlord commences to cure the default within such thirty (30) day period and thereafter prosecutes the same to completion with reasonable due diligence. In the event that Tenant terminates this Lease because of Landlord's default hereunder, Landlord shall repay Tenant any prepaid Rent and Tenant shall have the right to pursue any and all remedies available to it at law and/or equity.

15. NOTICES.

Any notice required or permitted to be given in writing under this Lease shall be (a) mailed by certified mail, postage prepaid, return receipt requested, (b) sent by overnight air courier service, (c) personally delivered to a representative of the receiving Party, and/or (d) sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section). Notice will be addressed to the parties at the addresses set forth below. Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

If to Tenant, to:

SBA Towers II LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487
RE: MA12202-A/Ayer

With a copy to:

SBA Towers II LLC
Attn: Legal Operations
8051 Congress Avenue
Boca Raton, FL 33487
RE: MA12202-A/Ayer

If to Landlord, to:

Town of Ayer
1 Main Street
Ayer, MA 01432
Attention: Select Board

With a copy to:

KP Law, P.C.
Town Counsel
101 Arch Street
Boston, MA 02110
Attention: Katharine Lord Klein, Esq.

16. CONDEMNATION.

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide prompt notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a substantial portion of the Premises sufficient, in Tenant's reasonable determination, to render the Premises substantially unsuitable for Tenant's use, Tenant may terminate this Lease, without the payment of the Termination Fee, by written notice thereof to Landlord, and this Lease will immediately terminate. Upon such termination, this Lease shall become null and void, and Landlord and Tenant shall have no other further obligations to each other hereunder, other than Tenant's obligation to remove its property as herein provided and such other provisions that are stated herein to survive said termination. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the unamortized value of its Communications Facility.

17. CASUALTY.

Landlord will provide prompt notice to Tenant of any casualty affecting the Property. If Tenant's Communications Facility or improvements are substantially damaged or destroyed, Tenant may terminate this Lease by upon written notice to Landlord. Termination shall be effective immediately after such notice is given, without the payment of the Termination Fee. Upon such termination, this Lease shall become null and void, and Landlord and Tenant shall have no other further obligations to each other hereunder, other than Tenant's obligation to remove its property as herein provided and such other provisions that are stated herein to survive said termination. If Tenant elects to continue this Lease, Tenant shall restore the Premises and/or Communications Facility to the condition existing immediately prior to such damage or destruction. Tenant shall not unreasonably or unnecessarily delay restoration of its Communications Facility.

18. MISCELLANEOUS.

18.1 Landlord's Access Rights. Landlord shall have a right of access to the Premises at all times, to inspect the Communications Facility and/or the Municipal Antennas and Equipment, to take necessary actions to protect the Municipal Antennas and Equipment and/or the property or persons on the Property, to enforce the terms of this Lease, or for any other purpose. Except in cases of emergency, Landlord must give Tenant at least forty-eight (48) hours' notice of any request for access to the Premises. In the event of an emergency, Landlord shall give Tenant notice of any access as soon thereafter as practical. If Landlord needs to alter the Municipal Antennas and Equipment located on the Tower, Landlord shall give Tenant at least forty-eight (48) hours prior notice thereof, and shall comply with any reasonable rules and regulations of Tenant to ensure that Landlord does not damage the Tower or any antennas or other equipment installed on the Tower.

18.2 Landlord's Responsibilities. Upon the payment of Rent and the performance of all applicable terms of this Lease, Tenant shall have the right to quiet use and enjoyment of the Premises for the purposes provided for in this Lease only, recognizing, however, that

the Property shall continue to be used by Landlord, and that Landlord shall, as owner, have unimpeded access to the Property, including the Premises, at all times (subject to the notice provision).

18.3 No Indirect/Consequential Damages. Neither Landlord nor Tenant shall have liability to the other or to their prospective subtenants or licensees for any interruption of Tenant's/subtenant's/licensee's business due to casualty or any other reason. In no event shall Landlord or Tenant incur liability hereunder with respect to indirect or consequential damages incurred by the other party or any person acting by or through that party due to any act or omission by Landlord or Tenant.

18.4 Amendment; Waiver. This Lease cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Landlord and an authorized agent of Tenant. No provision may be waived except in a writing signed by both parties.

18.5 Short Form Lease. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease attached hereto and incorporated herein as Exhibit C. Either party may record this memorandum at any time, in its absolute discretion.

18.6 Bind And Benefit. The terms and conditions contained in this Lease will run with the Premises and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

18.7 Severability. If any term or condition of this Lease is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

18.8 As-Built Drawings. Intentionally deleted.

18.9 Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Lease and are incorporated by reference into this Lease; (v) use of the terms "termination" or "expiration" are interchangeable, (vi) reference to a default will take into consideration any applicable notice, grace and cure periods, and (vii) references to "Tenant" shall, where appropriate, include the other Tenant Parties.

18.10 Estoppel. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified,

stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Property.

18.11 No Option. The submission of this Lease for examination or consideration does not constitute a reservation of or option for the Premises. This Lease will become effective as an agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

18.12 No Limitation of Regulatory Authority. The parties acknowledge that nothing in this Lease shall be deemed to be an agreement by Landlord to issue or cause the issuance of any approval or permit, or to limit or otherwise affect the ability of Landlord or any regulatory authority of Landlord to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable legal requirements.

18.13 No Presumptions Regarding Preparation of Lease Agreement. The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Lease are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease.

18.14 Survival. Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease shall so survive.

18.15 Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and Tenant submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Lease.

[Remainder of this page is intentionally left blank. Signatures to follow on next page.]

In Witness Whereof, the parties hereto have caused this Lease to be executed on this _____ day of December, 2022.

LANDLORD:

TOWN OF AYER,
By its Select Board

By: _____
Jannice L. Livingston, Chair

By: _____
Shaun C. Copeland, Vice Chair

By: _____
Scott A. Houde, Clerk

797041/AYER/0129

COPY

WITNESSES:

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by Martin Aljovin, Vice President - Asset Optimization of SBA Towers II LLC, a Florida limited liability company, on behalf of said company, who is personally known to me and did not take an oath.

TENANT:

SBA TOWERS II LLC, a Florida limited liability company

By: _____
Martin Aljovin
Vice President - Asset Optimization

Notary Public _____
My Commission Expires _____

(NOTARY SEAL)

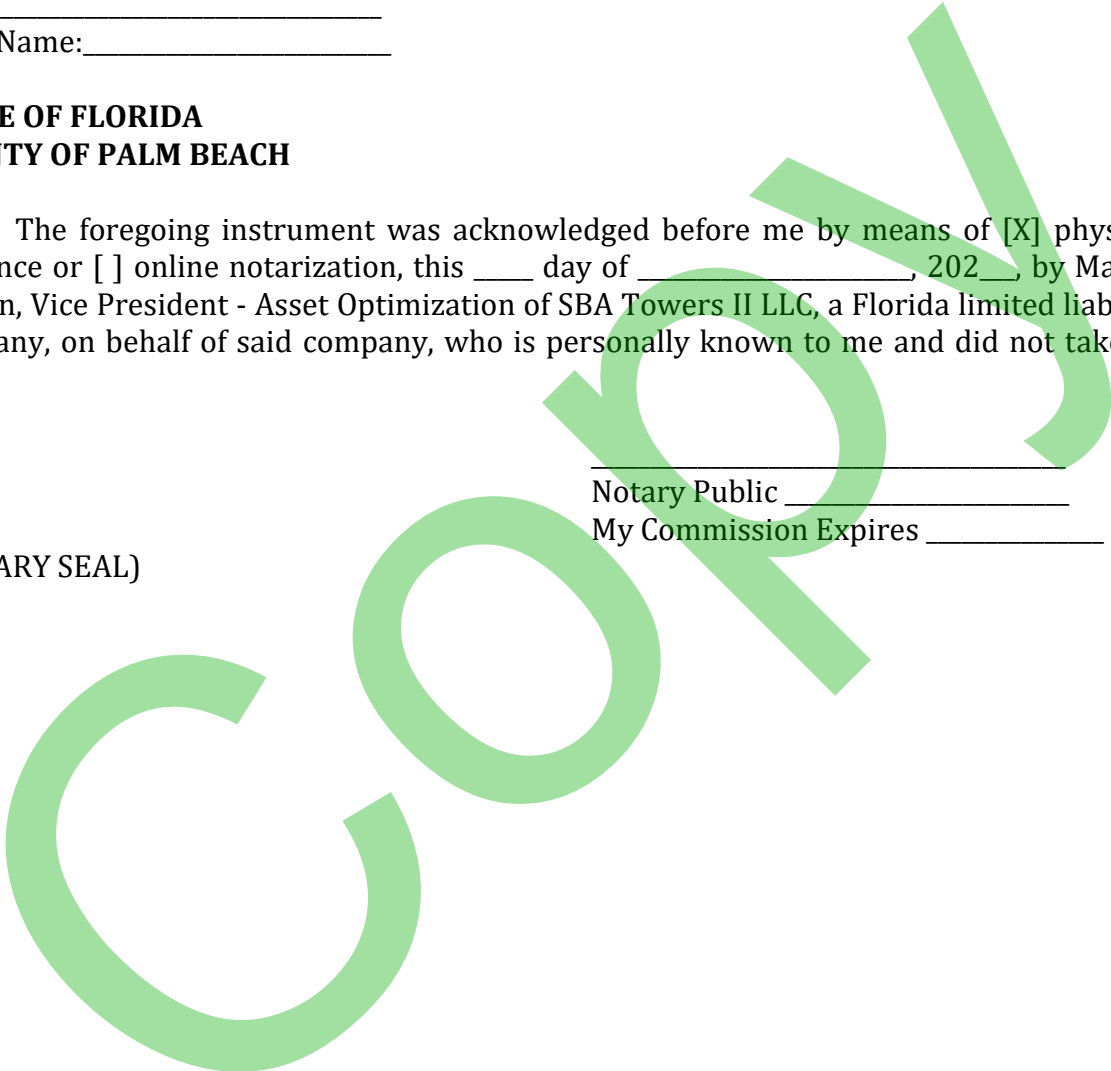


EXHIBIT A

Plan of the Premises

SITUATED IN THE COUNTY OF MIDDLESEX AND STATE OF MASSACHUSETTS AND DESCRIBED AS FOLLOWS:

THE LAND IN AYER, MIDDLESEX COUNTY, MASSACHUSETTS, NORTHERLY FROM NOACOICUS BROOK, SO-CALLED, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE BOUND MARKING THE INTERSECTION OF THE SOUTHERLY SIDE LINE OF A PRIVATE WAY RUNNING WESTERLY FROM PARK STREET, AND THE EASTERLY SIDE LINE OF ANOTHER PRIVATE WAY, UNNAMED, THENCE RUNNING N. 78°-15' E IN THE SOUTHERLY SIDE LINE OF SAID PRIVATE WAY ONE HUNDRED (100) FEET TO A POINT, THENCE TURNING AND RUNNING S 11°-45' E FOUR HUNDRED FIFTY-SIX (456) FEET TO A POINT, THENCE TURNING AND RUNNING N 78°-15' E ONE HUNDRED (100) FEET TO A POINT AND THE WESTERLY SIDE LINE OF A PRIVATE WAY, UN-NAMED, THENCE TURNING AND RUNNING S 19°-00' W IN THE WESTERLY SIDE LINE OF SAID PRIVATE WAY ONE HUNDRED FIFTY (150) FEET TO THE CENTER LINE OF NONACOICUS BROOK, SO-CALLED, AND LAND NOW OR FORMERLY OF THE BROWN SISTERS, THENCE TURNING AND RUNNING IN A GENERAL WESTERLY DIRECTION IN THE CENTER LINE OF SAID NONACOICUS BROOK AND BY LAND OF VARIOUS OWNERS, (3125) THREE THOUSAND ONE HUNDRED TWENTY-FIVE FEET MORE OR LESS TO A POINT AND LAND OF THE U. S. MILITARY RESERVATION; THENCE TURNING AND RUNNING N 8°-35' E BY LAND OF SAID U. S. RESERVATION ONE THOUSAND FOUR HUNDRED SEVENTY-NINE AND FIVE-TENTHS (1479.5) FEET TO A STONE BOUND MARKING ANGLE IN SAID U. S. RESERVATION, THENCE TURNING AND RUNNING N 59°-57' E BY LAND OF SAID U. S. RESERVATION, ONE HUNDRED SIXTY THREE AND SEVEN-TENTHS (163.7) FEET TO A POINT; THENCE TURNING AND RUNNING N 59°-07' E STILL BY LAND OF SAID U. S. RESERVATION FOUR HUNDRED NINETY SIX AND SIX-TENTHS (496.6) FEET TO A POINT AND PROPERTY OF ST. MARY'S CEMETERY, THENCE TURNING AND RUNNING S 66°-17' E BY ST. MARY'S CEMETERY, SEVEN HUNDRED EIGHTY-EIGHT AND FOUR-TENTHS (788.4) FEET TO A POINT AND OTHER LAND OF THE ESTATE OF LEVI W. PHELPS, THENCE TURNING AND RUNNING S 23°-43' W BY LAND OF SAID PHELPS ONE HUNDRED ELEVEN AND EIGHT-TENTHS (111.8) FEET TO A POINT MARKED BY A STAKE, THENCE TURNING AND RUNNING S 62°-25' E STILL BY LAND OF SAID PHELPS TWO HUNDRED NINETY-THREE AND FORTY-SEVEN HUNDREDTHS (293.47) FEET TO A POINT MARKED BY A STAKE, THENCE TURNING AND RUNNING N 24°-12, E STILL BY LAND OF SAID PHELPS, ONE HUNDRED SEVENTY (170) FEET TO A POINT IN THE WESTERLY SIDE LINE OF A PRIVATE WAY; UN-NAMED, THENCE TURNING AND RUNNING S 11°-45' E IN THE WESTERLY SIDE LINE OF SAID PRIVATE WAY THREE HUNDRED FIFTY-SEVEN (357) FEET TO A POINT AND THE NORTHERLY SIDE LINE OF THE FIRST MENTIONED PRIVATE WAY; THENCE TURNING AND RUNNING S 78°-15' W IN THE NORTHERLY SIDE LINE OF SAID PRIVATE WAY, ONE HUNDRED (100) FEET TO A POINT, THENCE TURNING AND RUNNING S 11°-45' E BY THE WESTERLY END OF SAID PRIVATE WAY AND LAND NOW OR FORMERLY OF THE TOWN OF AYER, ONE HUNDRED TWENTY (120) FEET TO A POINT, THENCE TURNING AND RUNNING N 78°-15' E BY LAND OF SAID TOWN OF AYER AND THE SOUTHERLY END OF A PRIVATE WAY, ONE HUNDRED THIRTY (130) FEET TO A POINT, THENCE TURNING AND RUNNING N 11°-45' W IN THE EASTERLY SIDE LINE OF SAID PRIVATE WAY, EIGHTY (80) FEET TO A STONE BOUND IN SOUTHERLY SIDE LINE OF FIRST MENTIONED PRIVATE WAY AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS ABOUT FIFTY (50) ACRES AND IS SHOWN ON PLAN ENTITLED, TOWN OF AYER, MASS. PLAN OF LAND PURCHASED FOR SEWERAGE WORKS, DRAWN BY F. A. BARBOUR, ENGINEER, DATED AUGUST 1941, A COPY OF WHICH IS TO BE FILED AND TO WHICH REFERENCE MAY BE HAD FOR A MORE DETAILED DESCRIPTION.

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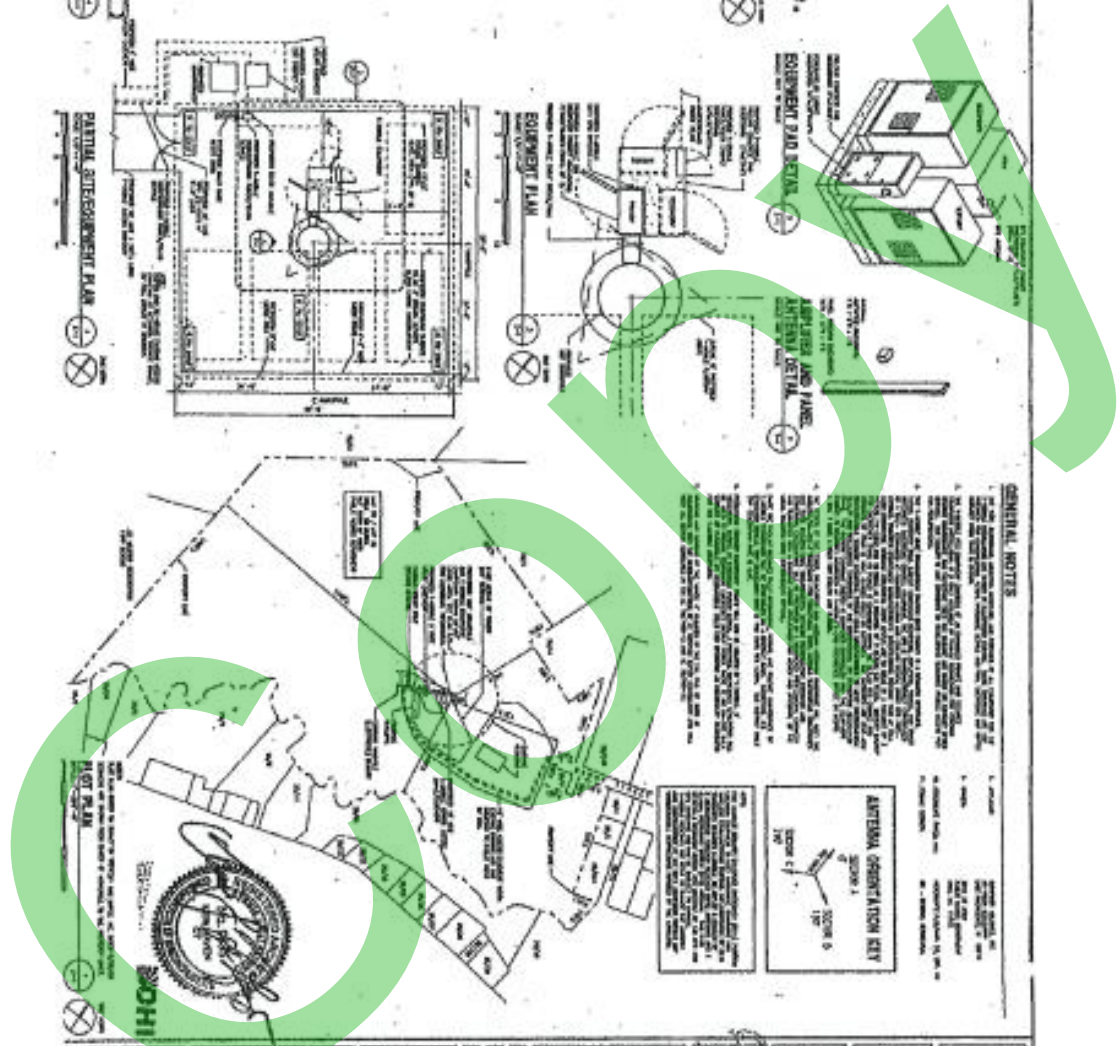
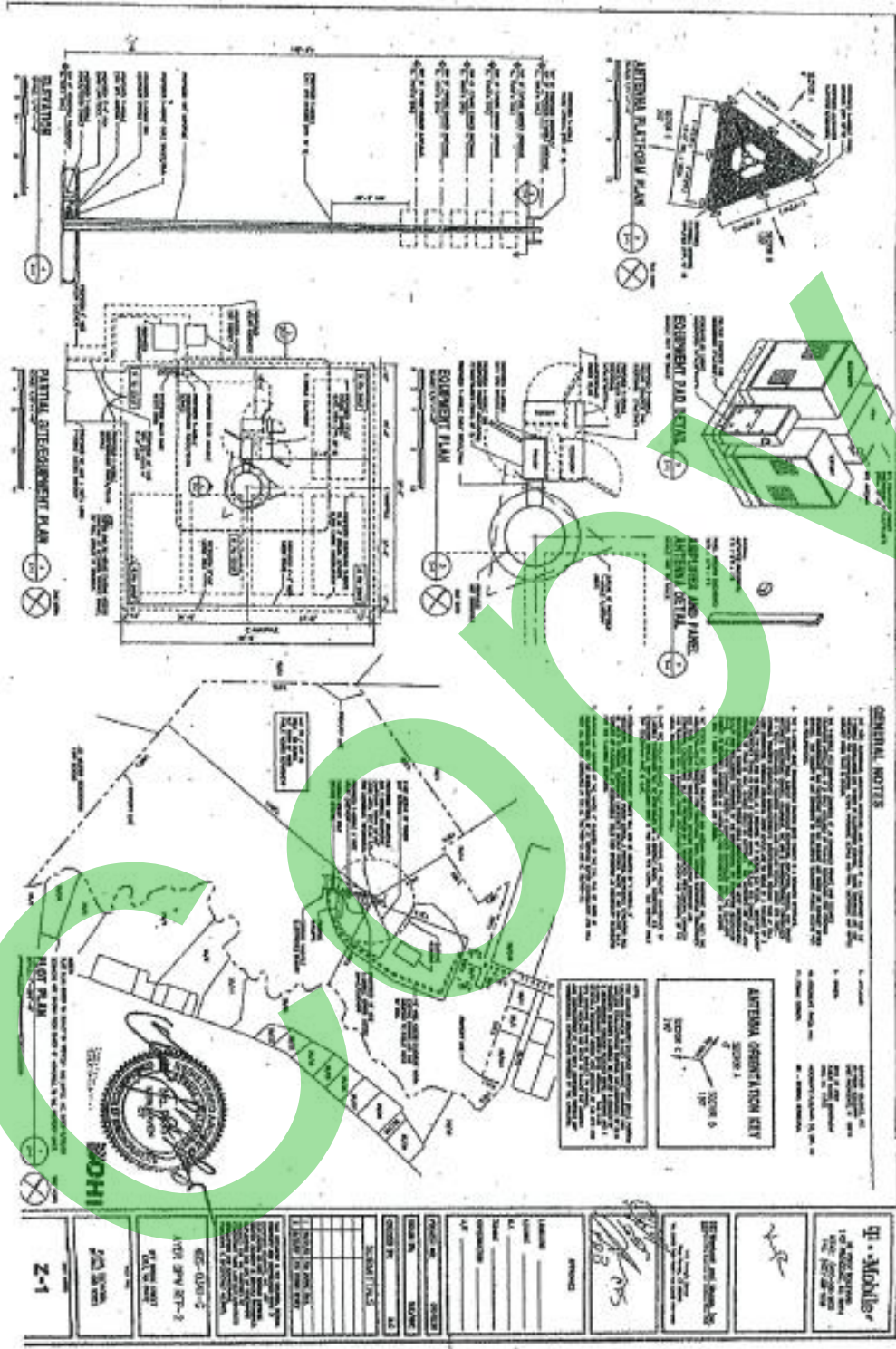
EXHIBIT B

Communications Facility

Tenant's Communications Facility is more particularly described and depicted as follows:

A 75'x75 area as shown on the sketches below.

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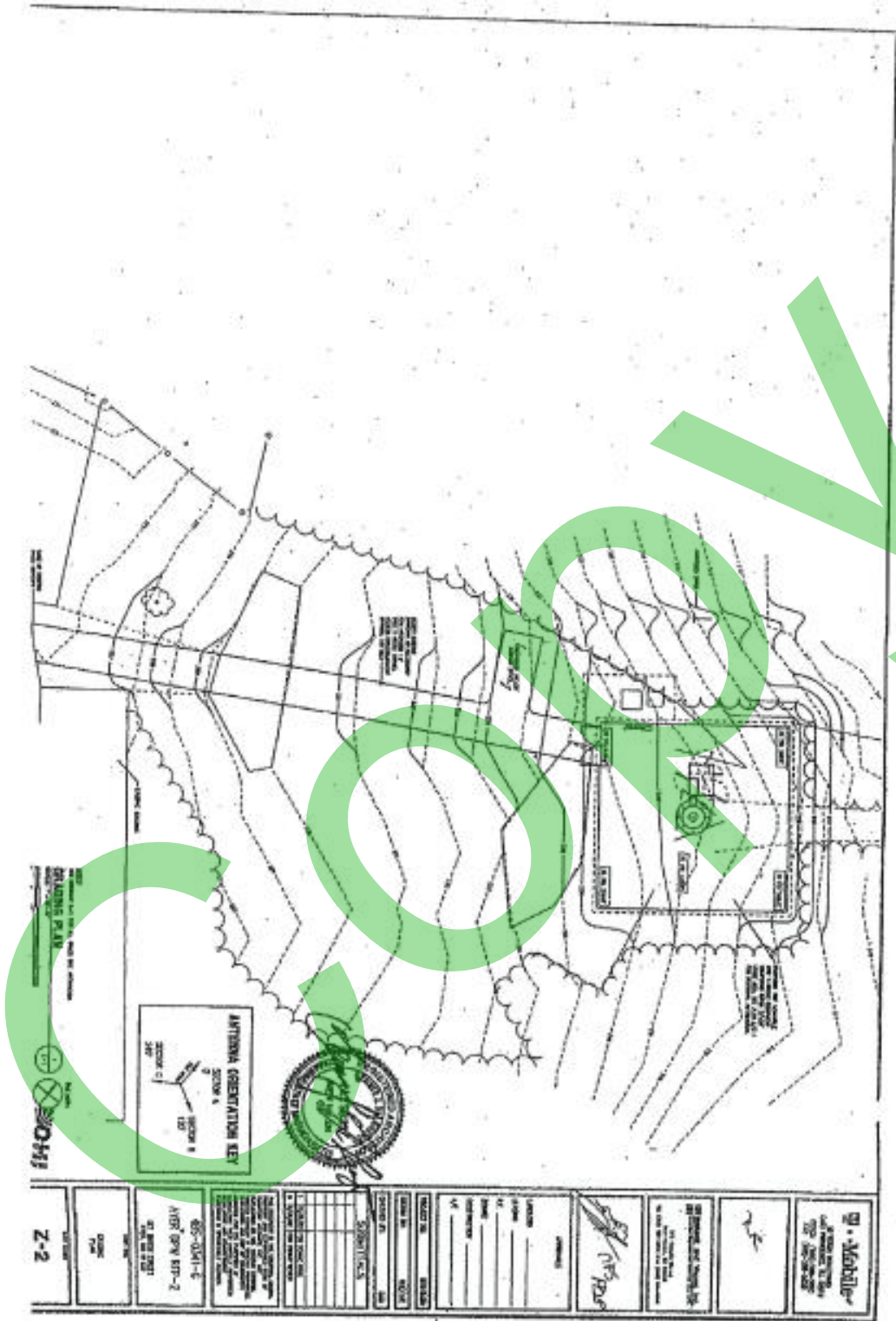


EXHIBIT C

MEMORANDUM OF LEASE

Prepared by: Catherine Hutchison
After recording return to: Rita Drinkwater
SBA Network Services, Inc.
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 1-800-487-7483 ext. 7872

MEMORANDUM OF LEASE AGREEMENT

IN ACCORDANCE WITH G.L. c.183, §4, THIS MEMORANDUM OF LEASE AGREEMENT (herein "Memorandum") is made this ____ day of December 2022, by and between **TOWN OF AYER, a Massachusetts municipal corporation acting by and through its Select Board**, having an address at 1 Main Street, Ayer, Massachusetts 01432 ("Landlord") and **SBA Towers II LLC, a Florida limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 2022 ("Lease") whereby, Landlord leased to Tenant approximately Five Thousand Six Hundred Twenty-Five (5,625) square feet ("Premises") of a certain parcel of land located at 25 Brook Street (Assessor's Map 26, Lot 10), Ayer, Massachusetts and described in an instrument recorded with the Middlesex South District Registry of Deeds in Book 6523, Page 282 ("Property") and further described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease Agreement.

WHEREAS, Landlord and Tenant desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Tenant shall lease the Premises from Landlord, together with all easements for

ingress, egress and utilities as more particularly described on **Exhibit "B"** attached hereto, all upon the terms and conditions more particularly set forth in the Lease for a term of ten (10) years, commencing on December _____, 2022 and ending on December _____, 2032. Tenant shall have the right to extend the Lease for two (2) additional and successive five (5) year terms, for a total maximum term of twenty (20) years.

2. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Landlord and Tenant which are more fully set forth therein.

3. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Lease shall run with the land described in **Exhibit "A"**.

[The remainder of this page is intentionally left blank. Signatures to follow.]

COOPY

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

LANDLORD:
TOWN OF AYER, a Massachusetts municipal corporation acting by and through its Select Board

By: _____
Jannice L. Livingston, Chair

By: _____
Shaun C. Copeland, Vice Chair

By: _____
Scott A. Houde, Clerk

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX**

On this ____ of December, 2022, before me, _____ the undersigned notary public, personally appeared _____, member of the Town of Ayer Select Board proved to me through satisfactory evidence of identification, which were _____ (type of identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

(NOTARY SEAL)

Notary Public _____
My Commission Expires _____

WITNESSES:

Print Name:_____

Print Name:_____

TENANT:

SBA TOWERS II LLC, a Florida limited liability company

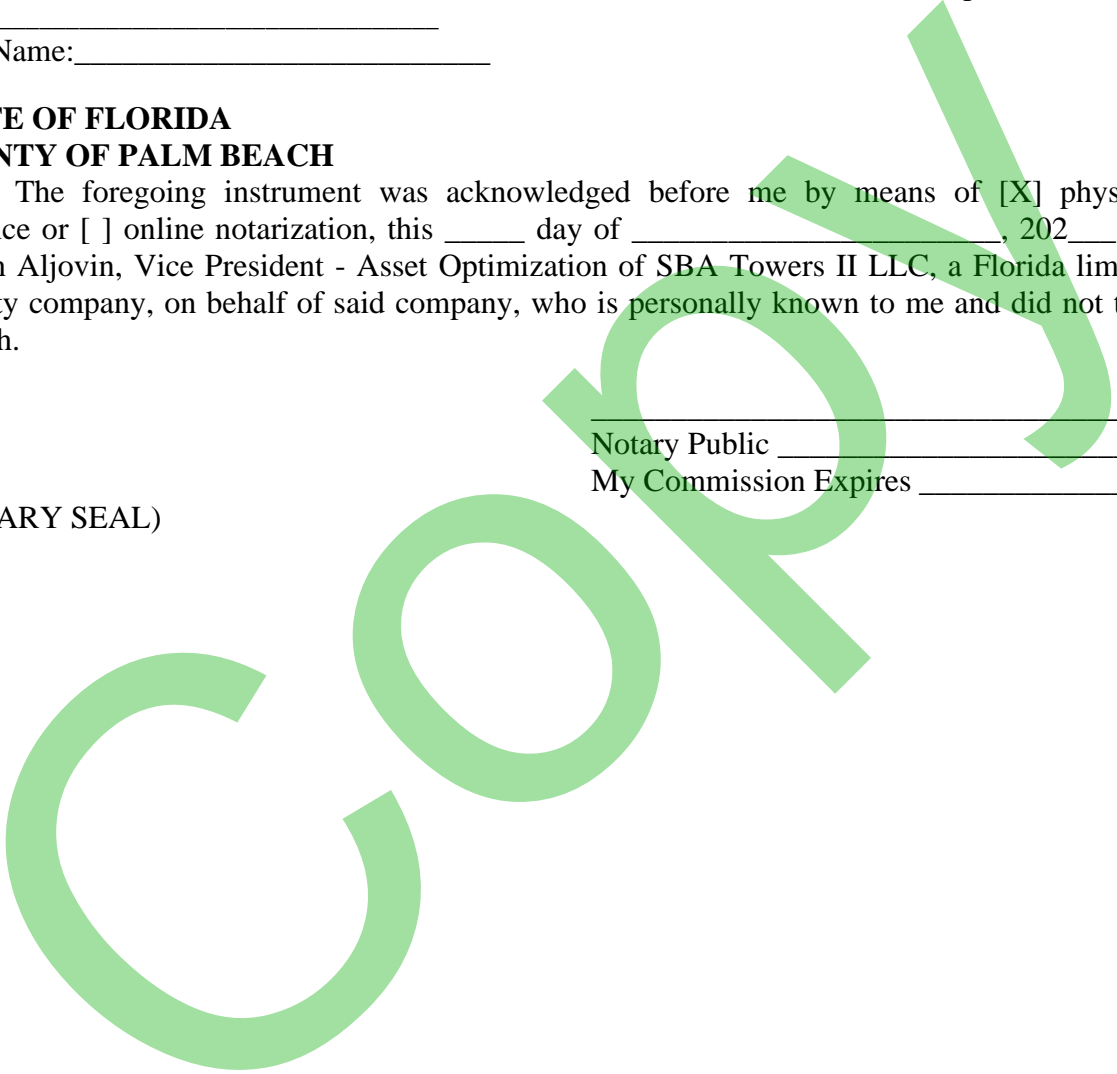
By:_____
Martin Aljovin
Vice President - Asset Optimization

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 202__, by Martin Aljovin, Vice President - Asset Optimization of SBA Towers II LLC, a Florida limited liability company, on behalf of said company, who is personally known to me and did not take an oath.

Notary Public _____
My Commission Expires _____

(NOTARY SEAL)



Memorandum of Lease Exhibit "A"

Legal Description of the Property

SITUATED IN THE COUNTY OF MIDDLESEX AND STATE OF MASSACHUSETTS AND DESCRIBED AS FOLLOWS:

THE LAND IN AYER, MIDDLESEX COUNTY, MASSACHUSETTS, NORTHERLY FROM NOACOICUS BROOK, SO-CALLED, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE BOUND MARKING THE INTERSECTION OF THE SOUTHERLY SIDE LINE OF A PRIVATE WAY RUNNING WESTERLY FROM PARK STREET, AND THE EASTERLY SIDE LINE OF ANOTHER PRIVATE WAY, UNNAMED, THENCE RUNNING N. 78°-15' E IN THE SOUTHERLY SIDE LINE OF SAID PRIVATE WAY ONE HUNDRED (100) FEET TO A POINT, THENCE TURNING AND RUNNING S 11°-45' E FOUR HUNDRED FIFTY-SIX (456) FEET TO A POINT, THENCE TURNING AND RUNNING N 78°-15' E ONE HUNDRED (100) FEET TO A POINT AND THE WESTERLY SIDE LINE OF A PRIVATE WAY, UN-NAMED, THENCE TURNING AND RUNNING S 19°-00' W IN THE WESTERLY SIDE LINE OF SAID PRIVATE WAY ONE HUNDRED FIFTY (150) FEET TO THE CENTER LINE OF NONACOICUS BROOK, SO-CALLED, AND LAND NOW OR FORMERLY OF THE BROWN SISTERS. THENCE TURNING AND RUNNING IN A GENERAL WESTERLY DIRECTION IN THE CENTER LINE OF SAID NONACOICUS BROOK AND BY LAND OF VARIOUS OWNERS, (3125) THREE THOUSAND ONE HUNDRED TWENTY-FIVE FEET MORE OR LESS TO A POINT AND LAND OF THE U. S. MILITARY RESERVATION; THENCE TURNING AND RUNNING N 8°-35' E BY LAND OF SAID U. S. RESERVATION ONE THOUSAND FOUR HUNDRED SEVENTY-NINE AND FIVE-TENTHS (1479.5) FEET TO A STONE BOUND MARKING ANGLE IN SAID U. S. RESERVATION, THENCE TURNING AND RUNNING N 59°-57' E BY LAND OF SAID U. S. RESERVATION, ONE HUNDRED SIXTY THREE AND SEVEN-TENTHS (163.7) FEET TO A POINT; THENCE TURNING AND RUNNING N 59°-07' E STILL BY LAND OF SAID U. S. RESERVATION FOUR HUNDRED NINETY SIX AND SIX-TENTHS (496.6) FEET TO A POINT AND PROPERTY OF ST. MARY'S CEMETERY, THENCE TURNING AND RUNNING S 66°-17' E BY ST. MARY'S CEMETERY, SEVEN HUNDRED EIGHTY-EIGHT AND FOUR-TENTHS (788.4) FEET TO A POINT AND OTHER LAND OF THE ESTATE OF LEVI W. PHELPS, THENCE TURNING AND RUNNING S 23°-43' W BY LAND OF SAID PHELPS ONE HUNDRED ELEVEN AND EIGHT-TENTHS (111.8) FEET TO A POINT MARKED BY A STAKE, THENCE TURNING AND RUNNING S 62°-25' E STILL BY LAND OF SAID PHELPS TWO HUNDRED NINETY-THREE AND FORTY-SEVEN HUNDREDTHS (293.47) FEET TO A POINT MARKED BY A STAKE, THENCE TURNING AND RUNNING N 24°-12, E STILL BY LAND OF SAID PHELPS, ONE HUNDRED SEVENTY (170) FEET TO A POINT IN THE WESTERLY SIDE LINE OF A PRIVATE WAY; UN-NAMED, THENCE TURNING AND RUNNING S 11°-45' E IN THE WESTERLY SIDE LINE OF SAID PRIVATE WAY THREE HUNDRED FIFTY-SEVEN (357) FEET TO A POINT AND THE NORTHERLY SIDE LINE OF THE FIRST MENTIONED PRIVATE WAY; THENCE TURNING AND RUNNING S 78°-15' W IN THE NORTHERLY SIDE LINE OF SAID PRIVATE WAY, ONE HUNDRED (100) FEET TO A POINT, THENCE TURNING AND RUNNING S 11° 45' E BY THE WESTERLY END OF SAID PRIVATE WAY AND LAND NOW OR FORMERLY OF THE TOWN OF AYER, ONE HUNDRED TWENTY (120) FEET TO A POINT, THENCE TURNING AND RUNNING N 78°-15' E BY LAND OF SAID TOWN OF AYER AND THE SOUTHERLY END OF A PRIVATE WAY, ONE HUNDRED THIRTY (130) FEET TO A POINT, THENCE TURNING AND RUNNING N 11°-45' W IN THE EASTERLY SIDE LINE OF SAID PRIVATE WAY, EIGHTY (80) FEET TO A STONE BOUND IN SOUTHERLY SIDE LINE OF FIRST MENTIONED PRIVATE WAY AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS ABOUT FIFTY (50) ACRES AND IS SHOWN ON PLAN ENTITLED, TOWN OF AYER, MASS. PLAN OF LAND PURCHASED FOR SEWERAGE WORKS, DRAWN BY F. A. BARBOUR, ENGINEER, DATED AUGUST 1941, A COPY OF WHICH IS TO BE FILED AND TO WHICH REFERENCE MAY BE HAD FOR A MORE DETAILED DESCRIPTION.

TAX ID NO: 019/026.0-0000-0010.0

Memorandum of Lease Exhibit "B"

Legal Description of the Premises

A 75'x75 area as shown on the sketches below.

Copy

