

## COMMUNICATIONS FACILITY LEASE

(Existing Structure and Ground Space)

This Lease is made and entered into as of April 19, 2021, by and between Sun Valley Company, a Wyoming corporation with an address at PO Box 10, Sun Valley, Idaho 83353, (hereinafter referenced to as "Landlord") and the City of Ketchum, with an address at 480 East Ave North, P O Box 966, Ketchum Id. 83340 (hereinafter referenced to as "Tenant").

WHEREAS, Landlord is sole permittee operating on property known as Bald Mountain Communications' Facility, County of Blaine, State of Idaho (the "Property"), which is more particularly described in Exhibit A attached hereto, upon which is located an existing structure described as a guide tower (the "Structure").

WHEREAS, Tenant desires to lease a portion of the Property for Tenant's transmission and receipt of radio-telephone and other electrical signals.

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

- I. Lease. Landlord hereby leases to Tenant that certain parcel described as the "Premises," in Exhibit B, which is attached hereto and incorporated herein by reference, together with unrestricted access for Tenant's uses from the nearest public right-of-way, on the terms and conditions of this Lease.
2. Survey/Site Plan. Tenant may, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.
3. Use of Premises. It is understood that Tenant intends to use the Premises and the licenses granted hereunder for the purpose of installing and operating antennas and related equipment ("Tenant's Facilities") for the transmission and receipt of radio-telephone and other electrical signals; such use includes the right to install and operate antennas, an equipment cabinet, cables and other connections between the Tenant's equipment and antennas, and any other items necessary to the successful and secure operation of Tenant's Facilities. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate Tenant's Facilities within the Premises at any time during the term of this Lease. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto. All Mountain Travel must be coordinated with Sun Valley Co. Mountain Department at 208 622-6151.
4. Term of Lease. The lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date. The Initial Term will terminate on the last day of the month in which the fifth (5<sup>th</sup>) annual anniversary of the Commencement Date occurred.

5. Option to Renew. Tenant shall have the option to renew this Lease for one (1) term of five (5) years, upon a continuation of all the same provisions hereof the acceptance of this renewal option must be received in writing by certified mail or nationally recognized courier service and received by Landlord at least three (3) months prior to the expiration of the Initial Term of this Lease. Each renewal will increase by 2.5% over previous term.

6. Termination. If this Lease is terminated rent and other charges shall be prorated as of the date of termination.

7. Rent. Commencing on January 1, 2022, the Commencement Date, Tenant shall pay rent to the Landlord in the amount of \$2,560.00 per year, which shall be due annually thereafter. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial year.

8. Adjusted Rent. On every anniversary of the Commencement Date of this Lease, rent shall be increased by three percent (2.5%) of the previous year's rent.

9. Utilities. Landlord shall provide primary A/C power. Tenant may install an emergency battery bank on the Premises and operate such standby systems during times when commercial power is not available.

10. Non-Interference. (a) If there are existing radio frequency user(s) on the Property, then within 20 days after the date of this Lease Landlord will provide Tenant with a list of all existing radio frequency user(s) and their respective frequencies to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with such existing radio frequency users on the Property as long as the existing radio frequency user(s) operate and continue to operate within the frequencies disclosed to Tenant as provided above and in accordance with all applicable laws and regulations. (b) Landlord will not grant, after the date of this Lease, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant's Facilities. Landlord will notify Tenant and receive Tenant's written approval prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment. (c) Landlord will not use, nor will Landlord permit its employees, tenant, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Lease. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference to Tenant's operations does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right in addition to any other rights that it may have a law or in equity, for Landlord's breach of this Lease, to elect to enjoin such interference or to terminate the Lease upon notice to Landlord. Tenant Interference Study enclosed as part of this lease.

11. Compliance with FCC Radio Frequency Emissions Requirements. Tenant agrees to comply with all Federal Communications Commission ("FCC") rules pertaining to its operations on the Premises, including those pertaining to radio frequency exposure. Landlord shall require all other communications tenants of the Property to bear the same responsibility. If a subsequent communications tenant of the Property causes the radio frequency levels at the Premises and surrounding vicinity exceeding exposure levels set by the FCC, Landlord shall require that such tenant shall take all steps necessary to meet FCC compliance levels.

12. Property Taxes and Government Fees: Tenant shall pay the personal property taxes and all other government fees levied against Tenant's Facilities and the Landlord shall be responsible for the real estate taxes levied against the Property.

13. Repairs. Tenant shall be responsible for all repairs of Tenant's Facilities, and may at its own expense alter or modify Tenant's Facilities to suit its needs consistent with the intended use of the Premises.

14. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant or its employees or agents, or directly resulting from the installation, use, maintenance, repair or removal of Tenant's Facilities upon the Property. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord or its employees or agents. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful misconduct or negligence. Notwithstanding anything to the contrary in this Lease, each of Tenant and Landlord hereby waives any claims that they may have against the other with respect to consequential, incidental or special damages.

15. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars combined single limit for bodily injury or death/property damage arising out of any one occurrence covering Tenant's work and operations upon the Property, and commercially reasonable property and casualty insurance covering Tenant's Facilities.

Landlord shall continuously maintain in full force and effect throughout the term of this Lease commercially reasonable liability insurance and commercially reasonable property and casualty insurance.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither parties' insurance company shall have a subrogated claim against the other. If this waiver would invalidate policy coverage under applicable law, this waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

16. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for thirty (30) days after Landlord notifies Tenant in writing of such failure.

17. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereunder, the Lease shall nevertheless continue to run during the default. Such failure shall not constitute a default hereunder unless the failure continues for thirty (30) days, provided that the Lease is continuing to be performed by the other party.

Landlord will acknowledge any substitute tenant resulting from a foreclosure of a security interest as the Tenant under this Lease. Any other assignment of this Lease by Tenant shall require Landlord's prior written consent, which consent Landlord agrees, shall not unreasonably be withheld. Furthermore, no assignment shall be effected pursuant to this Section unless Tenant shall notify Landlord in writing setting forth the name, address and telephone number of such assignee. Notwithstanding the foregoing, Tenant may assign or otherwise transfer this Lease without Landlord's prior written consent to an entity controlling, controlled by, or under common control with Tenant or to a person or entity acquiring substantially all of Tenant's assets through merger, sale or otherwise. For the purpose of this paragraph, "control" is defined as direct or indirect ownership by a person or entity or group of persons and/or entities of a 30% or more of the outstanding stock, ownership interest or other equity interest in the party controlled. Upon the effective date of any permitted assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Lease.

19. Subleasing. Tenant shall not sublet or grant licenses to use, all or any portion of Tenant's Facilities and/or the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

20. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the County Recorder's Office. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the

Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

21. Removal of Tenant's Facilities. Tenant's Facilities are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove Tenant's Facilities from the Premises. Within sixty (60) days after the expiration or earlier termination of this Lease, Tenant shall, if requested by Landlord and at Tenant's expense, remove any of Tenant's Facilities located above ground from the Premises. If Landlord does not notify Tenant that Tenant must remove such Tenant's Facilities within thirty days (30) after expiration or earlier termination of this Lease, then Tenant shall have the option of either removing or abandoning such Tenant's Facilities, and in any event Tenant shall be entitled to abandon all footings, foundations, and other below-ground portions of Tenant's Facilities in place.

22. Warranties. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the party set forth as signatory for the party below; and (b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Lease; (ii) Landlord has legal vehicular access to the Property via public road and has the right to permit Tenant to use such access throughout the term of this Lease; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises within the terms and conditions detailed in this Lease; and (iv) the execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord or the Property.

23. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or beneficiary shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of an encumbrance against the Property a non-disturbance agreement in form reasonably satisfactory to Tenant.

24. Environmental Warranty. (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that parties' activity conducted in or on the Property. (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and

expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, 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 or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party. (c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Lease.

25. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover its reasonable cost and expenses incurred in such action and on appeal, including reasonable attorney fees.

26. Notices. All notices required or desired to be given under this Lease shall be in writing and sent by certified mail, return receipt requested, or nationally recognized courier service to the party to be served at its address as follows:

If to Landlord:

Sun Valley Resort  
Attn: General Manager PO Box 10  
Sun Valley, ID 83353

If to Tenant:

City of Ketchum-Fire  
P O Box 966  
Ketchum, Id 83340

Notices shall be deemed received when properly sent and received, refused or returned undelivered. Either party may change its address by notifying the other party of the change of address not less than ten (10) days prior to the effective date of such change.

27. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

29. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

30. Governing Law. This Lease will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

31. 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 the Lease and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

32. 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 default if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Lease is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) rent has not been paid in advance beyond the regularly scheduled rental payments period set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Communications Facility Lease as of the day and year first above written.

LANDLORD:

TENANT:

Sun Valley Company

City of Ketchum-Fire

By: \_\_\_\_\_

By: \_\_\_\_\_

PRINTED: \_\_\_\_\_

PRINTED: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_



## **EXHIBIT A**

### **DESCRIPTION OF THE PROPERTY**

The Property of which the Premises are a part is all that real property located in the State of Idaho, County of Blaine, described as follows:

Bald Mountain Communications Facility, Blaine County, Idaho.

To be inserted

# Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING  
PO Box 733: 100 Bell Drive  
Ketchum, Idaho 83340  
208-726-9512: Facsimile 208-726-9514

## A Sun Valley Company Cell Lease Site 'BALD MOUNTAIN COMM. BUILDING'

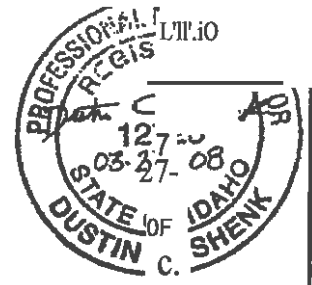
An unsurveyed lease site located within:  
Section 23, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho.

Commencing at a Brass Cap marking the Section Corner common to Sections 12 and 13, Township 4 North, Range 17 East and also Sections 7 and 18, Township 4 North, Range 18 East, Boise Meridian, said Brass Cap being also referenced by the Blaine County G.J.S. Survey Control Network as 'CEMETERY';

Thence S00°26'11"E, 5346.01 feet to a Brass Cap marking the Section Corner common to Sections 13 and 24, Township 4 North, Range 17 East and also Sections 18 and 19, Township 4 North, Range 18 East, Boise Meridian, said Brass Cap being also referenced by the Blaine County G.J.S. Survey Control Network as '4N17E24NE';

Thence S66°30'36"W, 10627.68 feet more or less to the POINT OF BEGINNING;  
thence SJ 7°00'00"W, 48.50 feet;  
thence N73°00'00"W, 34.00 feet;  
thence N17°00'00"E, 48.50 feet;  
thence S73°00'00"E, 34.00 feet to the POINT OF BEGINNING;

Said lease site having an approximate area of .04 acres



SUN VALLEY CO. - CELL  
LEASE SITE

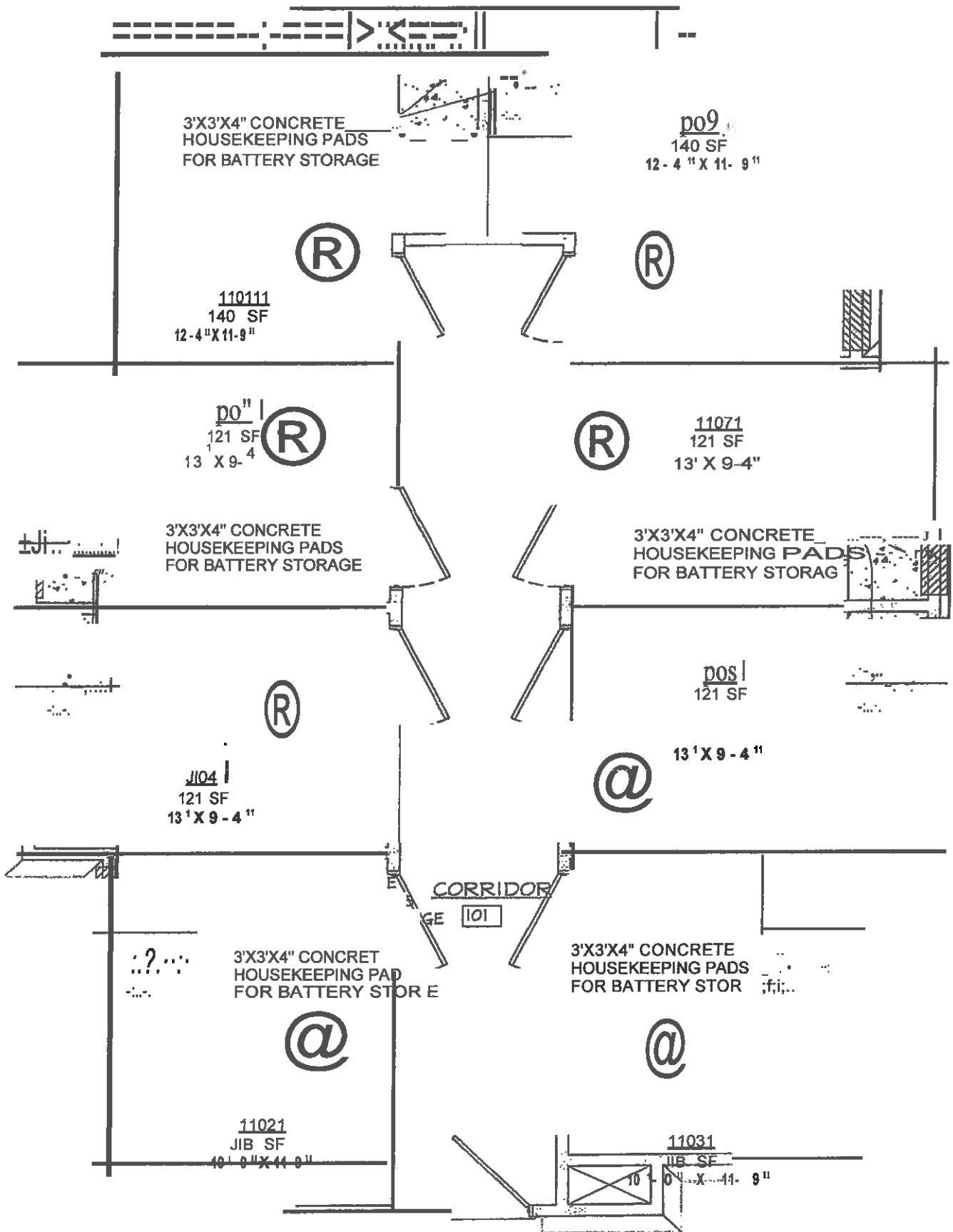
**BA  
LD  
MO  
UN  
TAI  
N  
CO  
MM  
.  
BUI  
LDI  
NG**

LOCATED WITHIN SECTION  
23, TOWNSHIP 4 NORTH,  
RANGE 17 EAST, B.M.,  
BLAINE COUNTY, IDAHO

## **EXHIBIT B**

### **DESCRIPTION OF THE PREMISES**

The Premises consist of a parcel of land as depicted below, together with a non-exclusive license and right of way in and over the Property to provide pedestrian and vehicular ingress and egress to and from the Premises from the nearest public road, and utilities between the Premises and suitable utility company service connection points; and, a temporary right to enter and rest upon the Property adjacent to the Premises for the purposes of installing, repairing, replacing, and removing Tenant's Facilities and any other improvements or personal property of Tenant upon the Premises, including the right to bring in and use all necessary tools and machinery. The Premises and the associated access and utility connections as depicted below are approximate only, and may be adjusted or changed by Tenant at the time of construction to reasonably accommodate sound engineering criteria and the physical features of the Property.

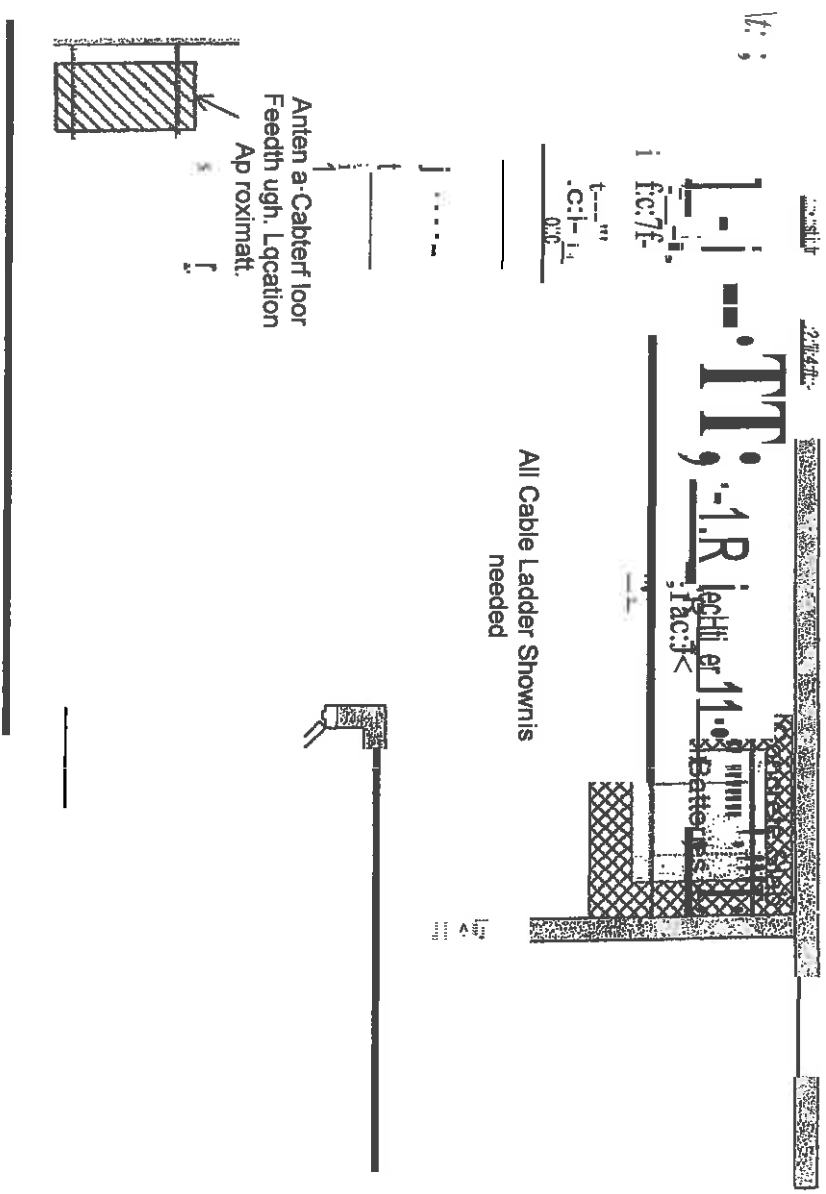


15<11

10' 0" X 11-9"

LOOKOUT COMM" BUILDING

**Blaine Co1.1nty HQ. East Room #25 -  
Equipment Placement**



Scale 3/8" = 1 foot

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission
Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: KETCHUM, CITY OF

KETCHUM, CITY OF
480 EAST AVENUE N
PO BOX 966
KETCHUM, ID 83340

Table with 2 columns: Call Sign (WZV461), File Number (0009421176), Radio Service (PW - Public Safety Pool, Conventional), Regulatory Status (PMRS), Frequency Coordination Number.

FCC Registration Number (FRN): 0001631530

Table with 4 columns: Grant Date (02-19-2021), Effective Date (02-19-2021), Expiration Date (04-08-2031), Print Date (02-23-2021).

STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1 Area of operation
Countywide: BLAINE, ID
Loc. 2 Address: 480 EAST AVE N
City: KETCHUM County: BLAINE State: ID
Lat (NAD83): 43-41-00.7 N Long (NAD83): 114-21-52.2 W ASR No.: N/A Ground Elev: 1789.0
Loc. 4 Address: BALD MOUNTAIN
City: KETCHUM County: BLAINE State: ID
Lat (NAD83): 43-39-12.7 N Long (NAD83): 114-24-45.2 W ASR No.: N/A Ground Elev: 2694.8
Loc. 5 Address: 100 FIRE STATION DR.
City: KETCHUM County: BLAINE State: ID
Lat (NAD83): 43-35-00.9 N Long (NAD83): 114-20-00.8 W ASR No.: N/A Ground Elev: 1692.0
Loc. 6 Address: 222 SKI DOO LANE
City: KETCHUM County: BLAINE State: ID
Lat (NAD83): 43-54-09.4 N Long (NAD83): 114-47-37.5 W ASR No.: N/A Ground Elev: 2211.0
Loc. 7 Address: 13100 HWY 75
City: KETCHUM County: BLAINE State: ID
Lat (NAD83): 43-42-55.1 N Long (NAD83): 114-22-37.6 W ASR No.: N/A Ground Elev: 1817.0
Loc. 8 Address: 100 ARROW LEAF ROAD
City: SUN VALLEY County: BLAINE State: ID
Lat (NAD83): 43-40-26.5 N Long (NAD83): 114-19-24.7 W ASR No.: N/A Ground Elev: 1811.7

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.