



Municipality of Anchorage, Alaska
Parks & Recreation Department

632 W. 6th Avenue, Suite 630
P.O. Box 196650
Anchorage, AK 99519
Tel 907-343-4355

URL www.muni.org/departments/parks



MEMORANDUM

Date: August 13, 2020

To: Parks & Recreation Commission

From: Parks & Recreation Department

Subject: PRC 20-12: Renewal of Permit for Telecommunications Tower in Kincaid Park

BACKGROUND

This item was continued from the July 9, 2020, meeting primarily to address concerns related to the visual compatibility of the tower with the park environment. Parks & Recreation Dept. staff understands that the Commission desires clear conditions of approval that should be incorporated into the terms of a permit if authorized by the Anchorage Assembly.

Items related to the visual character of the facility were noted in the previous staff report (attached for reference). Specifically:

- Reduced effectiveness of the tower camouflage as a result of the size and number of antennas now attached to the tower, and apparent deterioration of the camouflage material itself.
- Lack of screening/enhancement landscaping around the fence as originally proposed.
- Electrical equipment outside rather than within the fenced area as originally proposed.
- Beacon on the tower whereas originally a beacon was determined not necessary.

A copy of the 2016 Revocable Use Permit and complete set of the project plans from 2016 are attached for reference.

In response to additional questions from a Commissioner related to the permit itself, according to the MOA Real Estate Department the permit fee has been adjusted by 3% annually per the permit, and the Permittee is working on a rental rate proposal to present to the Real Estate Department to address a possible change in the rental rate, permitting co-location of additional facilities, and revenue from co-located facilities.

DEPARTMENT RECOMMENDATION

Parks and Recreation staff requests the Commission adopt the attached resolution for renewal of the revocable use permit for the telecommunications tower and related facilities for one year with options for

two one-year extensions, in conformance with original terms as applicable, and subject to the following conditions, which should be incorporated into the permit:

1. The Permittee shall submit a landscaping plan prepared by a licensed landscape architect to the Parks & Recreation Department for approval.
2. The Permittee shall install and maintain landscaping and other site improvements in accordance with the approved plans. Permittee shall complete installation of landscaping no later than June 15, 2021.
3. Permittee shall modify the tower beacon to the extent permissible to prevent light from intruding into park property. Permittee shall complete such modifications and/or report progress and findings regarding modifications to the Parks and Recreation Commission no later than November 1, 2020.
4. Permittee shall maintain the "monopine" tower to ensure effective camouflage of the tower and antennas. Maintenance shall include repair or replacement of damaged and lost branches as needed but at least annually, and addition of branches as needed if antennas are added or replaced.
5. Prior to addition or replacement of antennas or other changes to the facility Permittee shall submit drawings or other representations to the Parks & Recreation Dept. for review to adequately show the proposed change(s).

Attachments:

Revocable Use Permit dated 9/8/16
Plans for GCI "Kincaid" by GPD Group dated 5/20/16
PRC 20-11(12) Memorandum dated July 9, 2020, and attachment

Cc: Robin Ward, Director, MOA Real Estate Dept.
Tiffany Briggs, MOA Real Estate Dept.
AWN, LLC



Municipality of Anchorage, Alaska
Parks & Recreation Commission

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**PRC Resolution No. 2020-10 Proposed Renewal of Revocable Use Permit for a
Telecommunications Tower at Kincaid Park**

WHEREAS, the Anchorage Parks and Recreation Commission serves in an advisory capacity to both the Mayor and the Assembly; and

WHEREAS, the Anchorage Parks and Recreation Commission has the responsibility and duty to provide for the long term vision of our park system by ensuring that a balance of parks, natural resources, and recreation facilities provides for the health, welfare, and safety of all residents of the Anchorage Bowl; and

WHEREAS, AWN, LLC, was granted a Revocable Use Permit in 2016, along with related easements, to construct and operate a telecommunications tower in Kincaid Park significantly for the purposes of improving wireless communications, thereby increasing safety and convenience for park users; and

WHEREAS, the tower was specifically designed and intended to be visually compatible to the extent possible with the character of the surrounding park, and additions to the tower may limit the effectiveness of the “stealth” design; and

WHEREAS, the project as constructed lacks some features including landscaping, wood fencing, and enclosed electrical equipment as approved; and

WHEREAS, the original Permit and authorized extensions end in September 2020; and

WHEREAS, AWN, LLC, has requested a renewal of the Permit to continue operation of the tower for an additional year with options for two additional one-year extensions; and

WHEREAS, the Parks and Recreation Commission finds that the tower has resulted in improved wireless service for many park users and continued service as requested would be likewise beneficial; and

WHEREAS, the tower, related facilities and equipment, and certain required project enhancements noted above are to be installed and maintained to be visually and aesthetically compatible with the surrounding park land; now, therefore

BE IT RESOLVED that the Anchorage Parks and Recreation Commission supports the request to renew the Revocable Use Permit for one year with options for two additional one-year extensions, subject to the following conditions, to be incorporated into the terms of any renewed permit:

1. The Permittee shall submit a landscaping plan prepared by a licensed landscape architect to the Parks & Recreation Department for approval.
2. The Permittee shall install and maintain landscaping and other site improvements in accordance with the approved plans. Permittee shall complete installation of landscaping no later than June 15, 2021.
3. Permittee shall modify the tower beacon to the extent permissible to prevent light from intruding into park property. Permittee shall complete such modifications and/or report progress and findings regarding modifications to the Parks and Recreation Commission no later than November 1, 2020.

4. Permittee shall maintain the "monopine" tower to ensure effective camouflage of the tower and antennas. Maintenance shall include repair or replacement of damaged and lost branches as needed but at least annually, and addition of branches as needed if antennas are added or replaced.
5. Prior to addition or replacement of antennas or other changes to the facility Permittee shall submit drawings or other representations to the Parks & Recreation Dept. for review to adequately show the proposed change(s).

PASSED AND APPROVED by the Anchorage Parks and Recreation Commission this 13th day of August, 2020.

Chair
Parks and Recreation Commission

ATTEST:

Josh Durand, Director
Parks & Recreation Department



Municipality of Anchorage, Alaska
Parks & Recreation Department

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MEMORANDUM

Date: July 9, 2020

To: Parks & Recreation Commission

From: Parks & Recreation Department

Subject: PRC 20-12: Renewal of Permit for Telecommunications Tower in Kincaid Park

PROPOSAL & BACKGROUND

Alaska Wireless Network, LLC (AWN), a subsidiary of GCI, Inc., is requesting an extension of a Revocable Use Permit to continue to operate a telecommunications tower in Kincaid Park. The proposed new term would begin in Sept. 2020 and end Sept. 2021, with two one-year options to extend. The initial annual payment would be \$11,480, with 3% annual increases following.

The Municipality of Anchorage in 2016 granted the revocable use permit and related easements to AWN for construction and operation of the tower. The initial one-year permit included three one-year options to extend, with the final period ending in Sept. 2020.

Under the permit, AWN built a 45-ft.-tall tower located on a hill approximately 600 feet south of the Kincaid Outdoor Center, near the soccer stadium. The tower was designed to carry multiple antennas for multiple carriers, and was modified to simulate an evergreen tree to reduce visual obtrusiveness. The grant also provided for a 3600-sq.-ft. area around the tower for a fenced equipment area and landscaping. Existing construction includes a retaining wall at the southeast corner of the site.

The permit was granted to facilitate upgrades to wireless telecommunications at Kincaid Park and vicinity to improve emergency service for safety, in particular, and convenience for park users. The new tower has been able to replace and consolidate multiple smaller facilities.

Background information related to the Assembly authorization of the permit and easements is attached, including the May 2016 Parks & Recreation Commission Resolution (Res. No. 2016-12).

Currently, service quality and reliability varies depending on the carrier and does not appear improved for all users.

The Parks & Recreation Department is not aware of complaints about the tower and operation. Nevertheless, the Department believes that future changes to the facility should not further diminish its visual character and reasonable efforts should be made to maintain or enhance the visual compatibility

with the park environment. Efforts may include restoration or enhancement of tower camouflage, and installation of perimeter landscaping.

The following comments/concerns regarding the current installation are noted:

- Reduced effectiveness of the tower camouflage as a result of the size and number of antennas now attached to the tower, and apparent deterioration of the camouflage material itself.
- Lack of screening/enhancement landscaping around the fence as originally proposed.
- Electrical equipment outside rather than within the fenced area as originally proposed.
- Beacon on the tower whereas originally a beacon was determined not necessary.

DEPARTMENT RECOMMENDATION

Parks and Recreation staff requests the Commission concur with renewal of the revocable use permit for the telecommunications tower and related facilities for one year with options for two one-year extensions, in conformance with original terms as applicable, and subject to the condition that the number or size of antennas shall not be increased without demonstrating adequate measures to maintain or enhance the visual character of the tower and facility.

Attachments:

- AO 2016-87

Cc: Tiffany Briggs, MOA Real Estate Department
AWN, LLC



NOTES

1. The purpose of this survey is to verify feasibility of a proposed cell tower. This survey does not depict all improvements located on this parcel.
2. It is the user's responsibility to determine the existence of any easements, covenants, or restrictions which do not appear on the recorded plat.
3. This document does not constitute a boundary survey and is subject to any inaccuracies that a subsequent boundary survey may disclose.
4. This survey performed without the benefit of a title report.
5. Elevations are NAVD 88 (Geoid 12A)
6. 10' RP = Reference point to location line
7. Site Location Kincaid Park on Municipality of Anchorage property.



Farpoint Land Services, LLC

SURVEYING, MAPPING, LAND PLANNING, GIS

1131 E. 76th Ave., Suite 101 Anchorage, Alaska 99518
 FarpointAK.com • (907) 522-7770 • survey@farpointak.com

LEGEND

 Proposed Tower

PLOT PLAN SURVEY OF: SE1/4,S1/2 OF NE1/4,SE1/4 OF NW1/4, E1/2 OF SW1/4, All in Section 6, T 12 N, R 4 W, Anchorage, Alaska				SURVEY CERTIFICATION: FARPOINT has conducted a physical survey of the subject property, the improvements situated thereon are within the property lines as shown.	
WORK ORDER NO: 16024	DATE: MAY 9, 2016	SCALE: 1"=100'	DRAWN: JLA CHECKED: ME	GRID No: SW2119	FB BOOK/PAGE: 132/32

EXCLUSION NOTES: It is the owners responsibility to determine the existence of any easements, covenants, or restrictions which do not appear on the Plat used for this survey. NOTE: Under no circumstances should any data hereon be used for construction or for the establishing of property lines.

PREPARED FOR:
 GCI
 2550 Denali Street
 Suite 900
 Anchorage, AK 99503

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



A&E



GPD JOB#: 2016702.80

REVISIONS			
REV.	DATE	DESCRIPTION	INITIALS
A	03/15/16	ISSUED FOR REVIEW	REW
0	04/01/16	ISSUED FOR PERMITTING	REW
1	04/21/16	REVISED PER GCI REVIEW	REW
2	05/20/16	UPDATED SURVEY	REW
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

DATE: _____

"I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE STATE OF ALASKA"

KINCAID
8701 RASPBERRY ROAD
ANCHORAGE, AK 99519

SHEET TITLE

SITE PLAN

SHEET NUMBER

C1



60' 0 30' 60' SCALE: 1/64"=1'-0" (22x34)
(OR) 1/128"=1'-0" (11x17)

60'-0"

LEASE AREA (SEE SURVEY)

40'-0"

FENCE AREA

5'-0"

PROPOSED 60'x60' LEASE AREA (SEE SURVEY)

PROPOSED 8' TALL WOOD FENCE (SEE SHEET F1)

PROPOSED GRAVEL COMPOUND (SEE SHEET C5)

PROPOSED RETAINING WALL ON SOUTHEAST SIDE OF COMPOUND

PROPOSED 13'x10' LEASE AREA

PROPOSED 10'x13' GCI LEASE AREA

SEE SHEET C3 FOR PROPOSED GCI EQUIPMENT LAYOUT

5'-0"

TOWER

TOWER

PROPOSED 45'-0" TALL MONOPINE (BY GCI)

PROPOSED H-FRAME WITH 600A 3-GANG METER BANK

3'-0"

CLR.

PROPOSED 12' WIDE ACCESS GATE (SEE SHEET F1)

PROPOSED CONSTRUCTION ACCESS DRIVE & INGRESS/EGRESS PATH (DRIVE IS EXISTING)

10'-0"

20'-0"

40'-0"

15'-0"

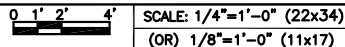
60'-0"

LEASE AREA (SEE SURVEY)

1

C4

NORTH





520 South Main Street, Suite 2531
Akron, OH 44311
330.572.2100 Fax: 330.572.2101

GPD JOB#: 2016702.80

[illegible]

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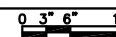
KINCAID
8701 RASPBERRY ROAD
ANCHORAGE, AK 99519

SHEET TITLE

GCI EQUIPMENT PLAN

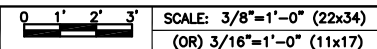
SHEET NUMBER

C3



SCALE: 1"=1'-0" (22x34)
(OR) 1/2"=1'-0" (11x17)

1



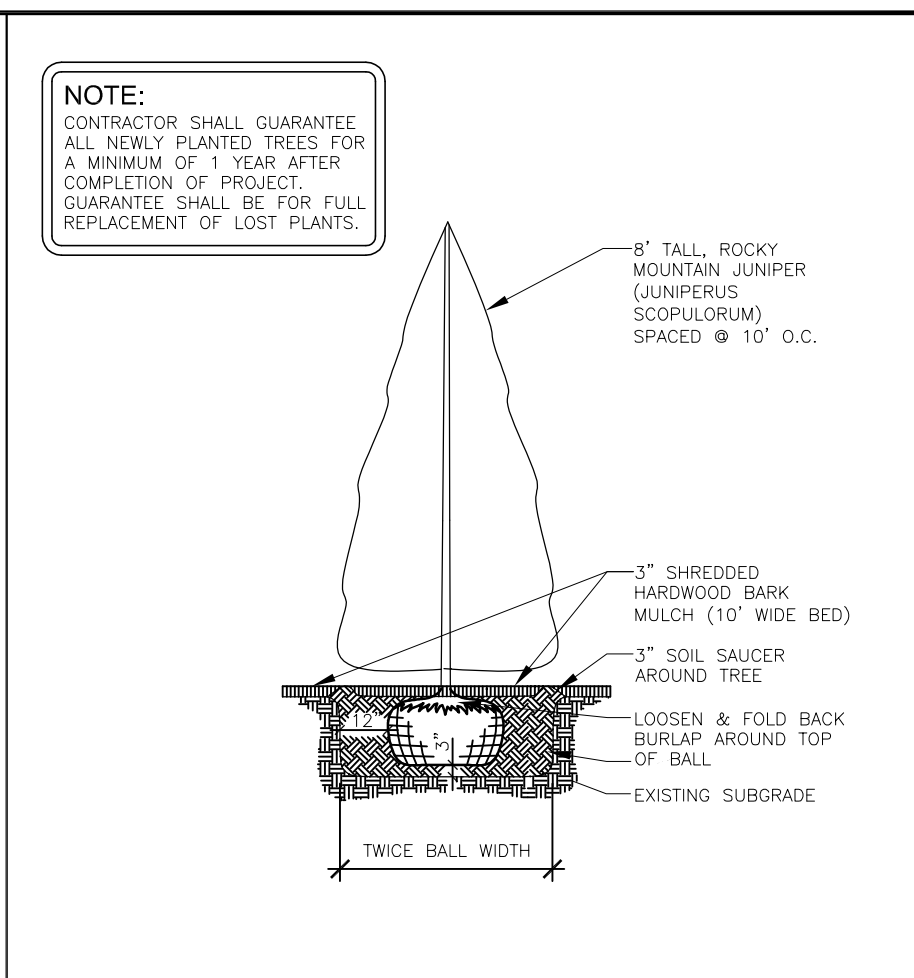
2" MIN. FINISH COURSE (TO BE PLACED AFTER MAJOR CONSTRUCTION & TOWER ERECTION IS COMPLETED)

4" MIN. INTERMEDIATE AGGREGATE

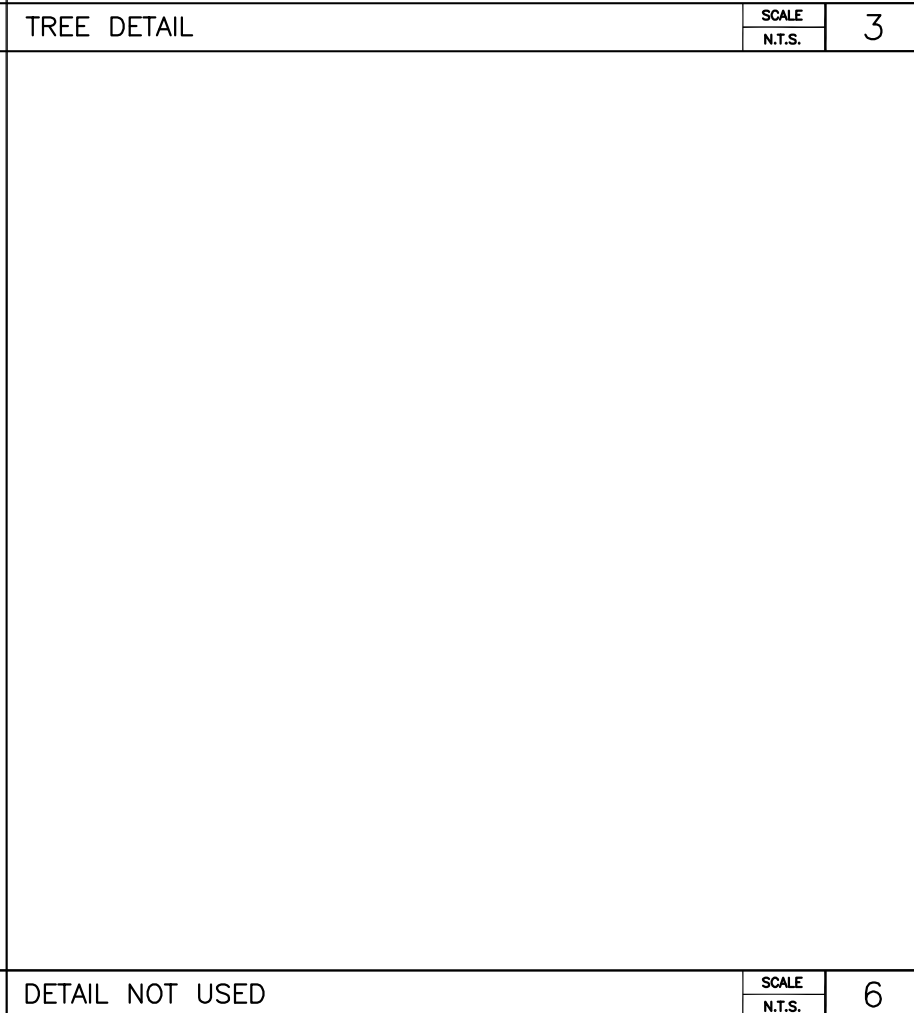
4" MIN. BASE AGGREGATE

GEOTEXTILE FABRIC (MIRAFI #600X) OR EQUAL. INSTALL ON UNSTABLE SOIL AREAS & AREAS WITH A WET OR SOFT SUBBASE AS DIRECTED BY ENGINEER

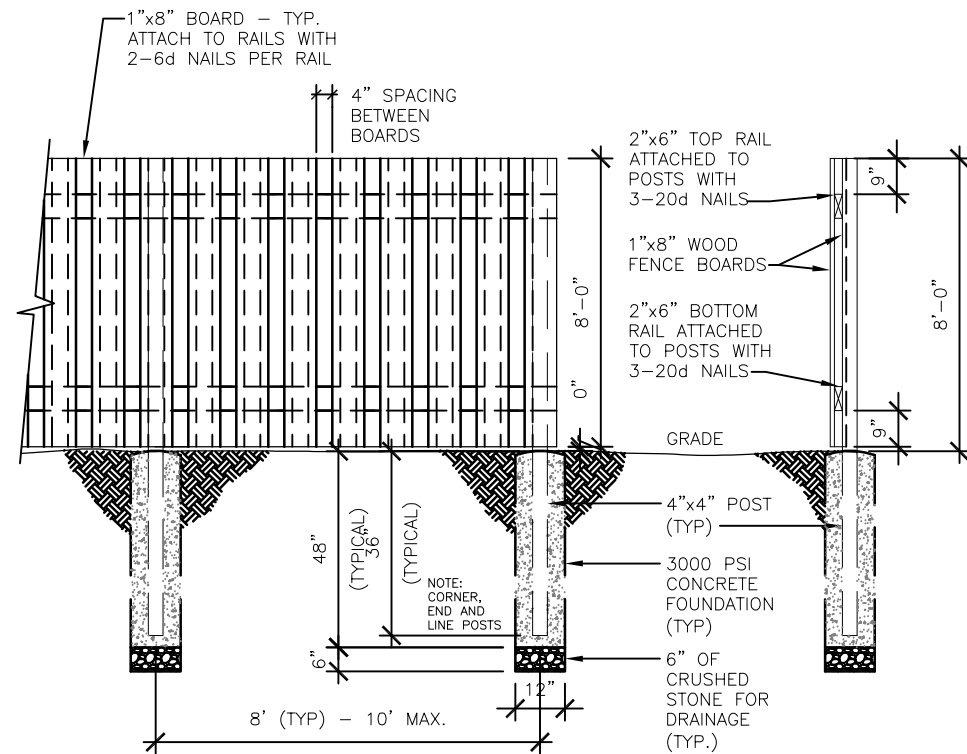
NOTE: PREPARE SUBGRADE PER RECOMMENDATION OF GEOTECHNICAL ENGINEER



GRAVEL COMPOUND DETAIL	SCALE	1
	N.T.S.	
DETAIL NOT USED	SCALE N.T.S.	4

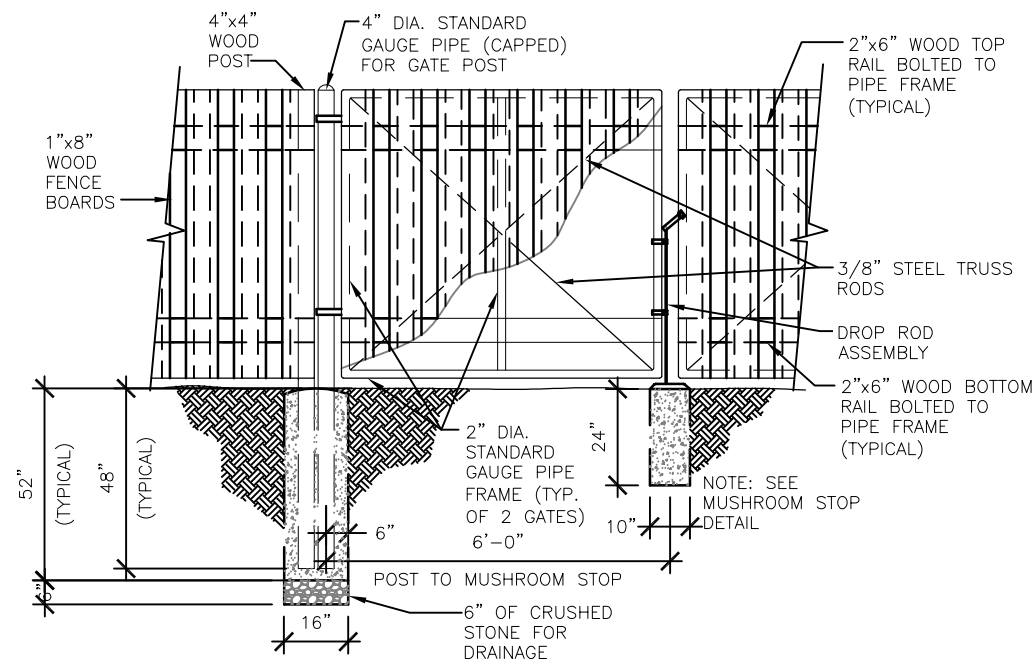


<div>DATE: _____</div> <div>I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE STATE OF "ALASKA"</div>	
<div>KINCAID 8701 RASPBERRY ROAD ANCHORAGE, AK 99519</div>	
<div>SHEET TITLE</div> <div>SITE DETAILS</div>	
<div>SHEET NUMBER</div> <div>C5</div>	



SHADOW BOX FENCE & POST DETAIL

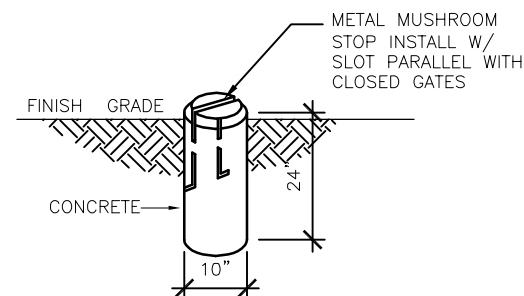
N.T.S.



WOOD FENCE GATE DETAIL

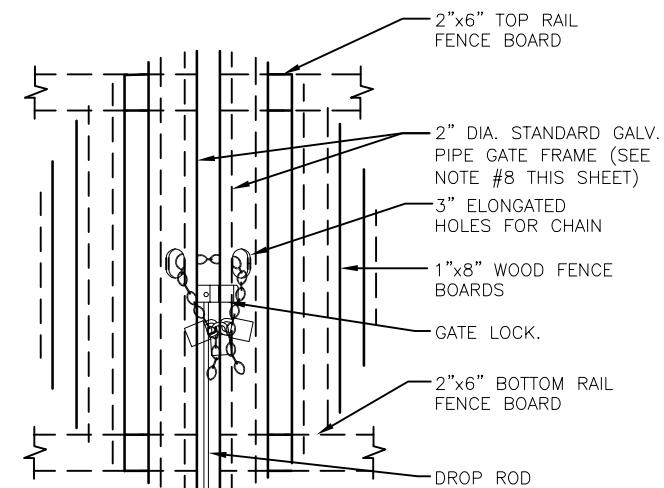
N.T.S.

(NOTE : ONLY ONE SWING GATE SHOWN)



MUSHROOM STOP DETAIL

N.T.S.



WOOD FENCE LOCK DETAIL

N. T. S.

GENERAL FENCING NOTES

1. BOTTOM OF CONCRETE BASE SHALL BE SET BELOW FROST LINE (SEE LOCAL CODE). CONCRETE BASE IS RECOMMENDED MINIMUM AND SHOULD BE REDESIGNED FOR CONDITIONS WHERE SOIL IS POOR. PROVIDE CONCRETE WITH A 28 DAY STRENGTH OF 3000 PSI. (MIN.).
2. ALL POSTS SHALL BE INSTALLED IN FOOTINGS AS SPECIFIED. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
3. ALL MATERIAL FOR THE WOOD FENCE SHALL BE PRESSURE-TREATED BY CHROMATED COPPER ABENATE (CCA) PER AMERICAN WOOD PRESERVERS BUREAU (AWPB) STANDARDS. ALL MATERIAL FOR THE WOOD FENCE SHALL BE NO. 2 GRADE OR BETTER. ALL FENCE POSTS SHALL BE PRESSURE-TREATED TO AWPB STANDARD LP-22 (GROUND CONTACT) AND ALL OTHER MATERIAL SHALL BE TREATED TO AWPB STANDARD LP-2 ABOVE GROUND USE. LP-22 TREATED WOOD MAY BE SUBSTITUTED FOR LP-2 TREATED BUT NOT THE REVERSE.
4. ALL FASTENERS & HARDWARE FOR THE WOOD FENCE SHALL BE HOT DIPPED GALVANIZED.
5. ALL PIPE SHALL BE SCHEDULE 40.
6. CONTRACTOR SHALL PROVIDE HOLD OPEN STOPS/DEVICES FOR ALL GATES.
7. GATES SHALL SWING FREELY AND UNOBSTRUCTED IN THE DIRECTION SHOWN ON THE CONSTRUCTION DRAWINGS TO THE FULL OPEN POSITION.
8. ALL WOOD GATES SHALL HAVE PIPE FRAME BRACING (WELDED ASSEMBLY, COLD GALV. AND SILVER PAINT WELD AREAS) ALONG WITH DIAGONAL BRACING (3/8" DIA. STEEL TRUSS ROD) AS SPECIFIED.
9. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
10. THE DROP ROD AND LOCKING MECHANISM OF THE GATE SHALL BE OF SUCH MANUFACTURING THAT WHEN THE GATE IS CLOSED AND LOCKED THE DROP ROD SHALL NOT BE MOVEABLE. FURTHERMORE, THE DROP ROD AND LOCKING MECHANISM SHALL BE MANUFACTURED SUCH THAT THERE EXISTS THE CAPACITY FOR A CHAIN TO BE USED AS THE LOCKING MECHANISM, AND LOCKS TO BE DAISY CHAINED TO PROVIDE MULTIPLE ACCESS TO THE SITE. CONTRACTOR SHALL PROVIDE A 3/8" SIZE, THREE FOOT (3') LENGTH OF CHAIN (HOT DIP GALV. OR VINYL COATED) TO SERVE AS THE LOCKING MECHANISM.
11. CONTRACTOR SHALL FURNISH AND INSTALL ONE (1) MASTER LOCK #175D/ COMBINATION PADLOCK.



GPD JOB#: 2016702.80

[illegible]

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STATE OF "ALASKA"

KINCAID
8701 RASPBERRY ROAD
ANCHORAGE, AK 99519

SHEET TITLE

WOOD FENCE DETAILS

SHEET NUMBER

F1

REVOCABLE USE PERMIT
Kincaid Park

THIS AGREEMENT is made this 8th day of September, 2016 by and between the Municipality of Anchorage, (MOA) hereinafter called PERMITTER, which hereby grants this Revocable Use Permit ("Permit") to The Alaska Wireless Network, LLC (AWN), hereinafter called PERMITTEE, for use of the permit area ("Premises") described below for the purpose of a telecommunications tower, cellular radiotelephone antennas, and related equipment (collectively, "Facilities") and for no other purpose, subject to the following terms and conditions.

1. PREMISES. A sixty (60) foot by sixty (60) foot site located within the following described property within Kincaid Park:

SE 1/4, S 1/2 NE 1/4, SE 1/4 NW 1/4, E 1/2 SW 1/4, Section 6, Township 12 North,
Range 4 West, Seward Meridian, Anchorage Recording District, Third Judicial District,
State of Alaska

and more specifically described as that area:

Commencing at a 2" Aluminum Cap monument in a steel case .30 below ground which is Mon-1 PC Sta. 6+85.83 according to Plat # 2009-72, Right-of-Way Acquisition Plat for Kincaid Park Access Road; Thence, S 11°36'50" E, a distance of 443.98' to the True Point of Beginning. Thence, N 75°56'14" E, a distance of 60.0 feet to a point, Thence S 14°03'46" E", a distance of 60.0 feet to a point, Thence S 75°56'14' W, a distance of 60.0 feet to a point, Thence N 14°03'46 W", a distance of 60.0 feet being the True Point of Beginning.

Containing 3,600.0 square feet, more or less.

As further depicted in the attached Exhibit A

2. TERM. The Term of this Permit shall be for one year, commencing on 9/8, 2016 and ending 9/7, 2017 unless earlier terminated pursuant to the terms of this Permit. Upon mutual consent of both parties, this Permit may be renewed for up to three additional one-year periods, with the fee adjusted 3% prior to each annual renewal. Permitter and Permittee shall each have the absolute right to terminate this Permit at any time, without cause, upon 30 days written notice of termination to Permittee.

3. FEE. The annual fee shall be Ten Thousand, Two Hundred Dollars (\$10,200.00). In the event this Permit does not run the full term any prepaid annual fee shall be prorated and any additional excess fee returned to Permittee unless Permitter is owed any money under this Permit, in which case Permitter may offset said excess fee amount against any amounts owed by Permittee to Permitter. The first prorated

annual fee payment shall be due and payable within 30 days of the date of this Permit. Permittee shall make all payments to Permitter at the following address:

Municipality of Anchorage
Real Estate Service Department
4700 Elmore Street
PO Box 196650
Anchorage, Alaska 99519-6650

4. PERMITTED USE. Permittee shall use the Premises for construction, maintenance, operation, modification, replacement, repair, and upgrade of the Facilities and for no other purpose without prior written consent of Permitter. Permittee is required to secure any and all permits to be in compliance with Anchorage Municipal Code, and is responsible for all costs and expenses related to construction, operation, and removal.

5. INSTALLATIONS. Permittee agrees that prior to beginning any construction of any of the Facilities, Permittee will submit to Permitter plans, drawings, and specifications prepared by and bearing the stamp of a registered professional engineer licensed in the State of Alaska describing the design and construction of the proposed Facilities. Before Permittee will be allowed to construct any Facilities on the Premises, Permitter must approve in writing the proposed design of the Facilities, the proposed location of the Facilities, and the plans, drawings, and specifications of the proposed Facilities submitted by Permittee (the "Plans"), which approval shall not be unreasonably withheld, conditioned, or delayed, provided such Plans comport with the terms of this Permit. Permitter may also request, and Permittee agrees to provide, any additional information reasonably requested by Permitter to evaluate the proposed Facilities in connection with this approval process. The plans, drawings, and specifications submitted by Permittee, once approved by Permitter, shall be attached to this Permit as Exhibit B.

Permittee agrees that its Facilities will be constructed in accordance with the drawings attached to this Permit as Exhibit B, which by this reference are made a part thereof, and in accordance with applicable codes pertaining to the Facilities, and not otherwise, unless prior written authorization, which shall not be unreasonably withheld, is obtained from Permitter.

Permittee shall notify Permitter prior to initial construction on the Premises, and Permittee shall, within thirty (30) days after completion of any improvements placed upon or in the Premises herein, deliver an as-built drawing showing the location and construction specifications of said improvements.

6. INTERFERENCE. Where there are prior existing radio frequency users on Permitter's property, Permitter or other permitted users will provide to Permittee a list of all radio frequencies on the property to allow Permittee to evaluate the potential for interference. Permittee warrants that its use of the Premises will not interfere with

existing users' operations of their frequencies or facilities. For the purposes of this section, "interference" includes, but is not limited to, any other use that causes electronic, physical, or obstruction interference with, or degradation of the communications signals to and from existing users.

7. NONEXCLUSIVITY. Permittee agrees and understands that this Revocable Use Permit is granted with the intent to provide Permittee with sufficient ground and tower space to allow for collocation of other telecommunications providers on the Premises. Permittee accordingly agrees to negotiate in good faith to enter into collocation agreements to provide other telecommunications providers with reasonable access to and use of the Premises, and Permittee shall not unreasonably withhold such access. Permitter agrees that it shall not issue other revocable use permits or otherwise convey rights to construct telecommunications facilities within Kincaid Park during the term of this Permit.

8. UTILITIES. Permittee agrees to contract directly with the appropriate utility provider to install and maintain power and communications services for its Facilities separate and apart from Permitter's services, unless other arrangements are made with the Permittee.

Permittee is subject to all previous easements and utility permits, and any damage to any other utilities resulting from Permittee's use of this Permit will be at Permittee's expense.

9. INDEMNIFICATION. Permittee shall hold harmless, indemnify and defend Permitter from any claims, loss, damage, judgment or expense for (a) loss or damage to personal property and death or injury to persons to the extent arising out of Permittee's activities or operations on or about the Premises or any nearby Premises, (b) performance of any labor or services or the furnishing of any materials with respect to the Premises or any part thereof by or at the Permittee's request, and (c) any contest of any lien permitted below, (d) loss or damage arising directly or indirectly out of the siting, construction, or operation of any of the Facilities, including actions or omissions by employees, agents, invitees, or contractors of Permittee, except that this indemnity shall not apply to any claims, liabilities, damages, judgments, orders, lawsuits, arbitrations, investigations, regulatory action, attorneys' fees, and any other costs or expenses to the extent arising entirely from the negligence of Permitter, its employees or agents.

10. LIENS. Permittee shall not suffer any liens or encumbrances to be levied upon the Premises or any other land owned or controlled by Permitter. Permittee will hold harmless Permitter from any such actions and be responsible for payment of any related costs that Permitter may incur.

11. ENVIRONMENTAL. With the exception of any batteries required to provide back-up power generation for the Facilities, Permittee agrees and covenants not to use, store or abandon any toxic wastes, hazardous chemicals, or any other regulated

substances which in any way may result in liability for contaminated soils and/or waters without the prior written consent of Permitter (which Permitter shall not unreasonably withhold as long as Permittee demonstrates that such material shall be used, kept and stored in a manner that complies with all laws regulating such materials). Should Permittee breach this clause and contamination results, the hold harmless provisions hereof shall apply and the Permitter may independently demand and require Permittee to promptly cure and rectify any soil and/or water contamination or other consequences of its actions.

12. ACCESS. Permitter shall allow Permittee or Permittee's agents access to the facilities at reasonable times and upon reasonable notice. Permittee shall contact the Municipality of Anchorage Parks and Recreation Department at Kincaid Chalet (Tel: 343-6397) when the park is open to the public or for after hours or emergency access at Loussac Security (Tel: 343-2851). Access shall be via the access drive adjacent to the Premises, as set forth on the attached Exhibit B, or via any other route as deemed necessary by Permitter. Permittee shall keep a log of its access to the Premises, showing the time of access, persons accessing the Premises and duration of access. The log shall at all times be available for inspection and copying by Permitter. Permittee accepts full responsibility for any and all damages incurred or restoration needed to the park property as a result of their access.

13. CARE AND MAINTENANCE. Permittee acknowledges that the Premises are in good order and repair unless indicated herein. Permittee shall use due diligence to avoid creating any untidy or unsafe conditions in or about the Premises, and shall immediately remedy, at its sole cost and expense, any untidy or unsafe condition that it creates or causes, or which otherwise arises in connection with its Facilities. Permittee agrees to be responsible for snow removal and road maintenance as necessary to access the Facility for those areas beyond the limits of normal operations and snow removal by Permitter.

14. ALTERATIONS. Except as required for that construction set forth in Exhibit B, the general physical contour of the Premises shall not be altered without prior written approval from MOA. No excavation work shall be performed upon the Premises. Permittee's use of the Premises shall not interfere with the use or operation of any facility, pipeline, dock, or related facilities which may be located upon, over or under the permit area. No structure, improvement or other facility including, but not limited to, temporary structure and fences, may be constructed or placed in the Premises without prior written approval of MOA. Any construction or placement shall comply with local building and land use regulations. Permittee shall ensure that the installation, maintenance, and operation of the Facilities are performed in a good and workmanlike manner and shall exercise due diligence to minimize the alterations associated with such installation.

15. COMPLIANCE WITH LAWS. Permittee agrees to be responsible for obtaining and paying for all the appropriate approvals, permits, and licenses prior to construction, location, and operation, such approvals, permits and licenses to include, but not be

limited to, all federal licensing under Title 47 of the United States Code, and all zoning approvals required under Title 21 of the Anchorage Municipal Code, and any applicable requirements under AS 42.05 of the Alaska Statutes.

16. ASSIGNMENT. Permittee shall not assign or transfer any of the rights authorized by this Agreement except to Vertical Bridge Tower II, LLC, or Permittee's parent company, wholly owned subsidiary or affiliate. Permittee shall notify Permitter and receive approval for any other assignments, which approval shall not be unreasonably withheld.

17. INSURANCE. Permittee shall obtain and thereafter shall continue to carry, at their expense (a) comprehensive broad form liability insurance in a combined single limit amount of not less than One Million (\$1,000,000.00) in a responsible company covering claims and liability for personal injury, death, property damage arising out of the use or occupancy of the Premises by Permittee, and (b) fire insurance (if available) and insurance with respect to risks from time to time included under the standard extended coverage endorsement, including vandalism and malicious mischief, in amounts sufficient to prevent Permittee and Permitter from becoming co-insurers of any loss. Permittee shall further provide, at Permittee's sole expense, insurance to comply with all applicable workers' compensation and safety laws, regulations and others. Permittee may self-insure against the risks undertaken herein.

Certificates of insurance evidencing the foregoing coverage must be furnished to Permitter upon execution of this Permit, and, within thirty (30) days before any such insurance expires, other certificates evidencing its renewal must be furnished to Permitter. The insurance policies maintained pursuant to this Permit shall waive subrogation against Permitter and include, by endorsement, the following cancellation or change clause:

This insurance will not be cancelled, non-renewed, or mutually altered, nor shall any change be made in the policy which changes, restricts, or reduces the insurance provided or changes the name of any "Insured" or any "Additional Insured" without first giving thirty (30) days' written notice to [Permitter].

Permitter shall be listed as an "Additional Insured" on all policies of insurance maintained pursuant to this Permit. The obligation to maintain in effect during the term of this Permit the policies of insurance required to be maintained pursuant to this section and to furnish satisfactory certificates of insurance thereof are material obligations of this Permit.

18. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Permittee and a breach of this Permit:

- (1) non-payment of fee if such fee remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay Permitter;

- (2) failure to perform any other term or condition under this Permit within forty-five (45) days after receipt of written notice from Permitter specifying the failure.

No such failure, however, will be deemed to exist if Permittee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Permittee.

(b) If Permittee defaults and breaches this Permit, Permitter shall have the right, in its sole discretion, to terminate all Permittee's rights under this Permit, without further notice. In addition, the Permittee shall, at its own expense, remove all of its property and/or equipment from Permitter's premises within thirty (30) days of such termination. If Permittee fails to do so, Permitter may do so and all costs of removal and storage of same shall be at Permittee's sole expense. Upon termination of Permittee's rights under this Permit, Permittee shall nevertheless be obligated to immediately pay all unpaid fees, costs, and other amounts due under this Permit. For each fee payment that is not made before written notice of non-payment is issued by Permitter, Permittee shall be obligated to pay a late fee of \$250.00. All amounts owed by Permittee under this Permit which are not paid when due shall bear interest at a rate ten percent (10.0%) per annum. The remedies provided by this section are in addition to all remedies available to Permitter by law or in equity. All Permitter's remedies are cumulative.

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

MOA: Real Estate Services
4700 Elmore Road
PO Box 196650
Anchorage, Alaska 99519

Permittee: The Alaska Wireless Network, LLC
Attn: Rachelle A. Alger, Contracts Administrator
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503

With a copy to: The Alaska Wireless Network, LLC
Attn: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503

Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.

20. QUIET ENJOYMENT. Permittee's construction, installation, maintenance, and operations of the Facilities shall be accomplished with minimum interference and interruption of the use, operation, and maintenance of Permitter's site and/or facilities, and shall at all times in no way endanger the general public or Permitter's personnel. Permitter reserves the right to use, occupy and enjoy its property for lawful purposes in such a manner and at such times as it deems necessary to conduct its business so long as it does not interfere with Permittee's use.

21. REVOCATION. The Permitter reserves the right to revoke this Permit and all authority issued herein with thirty (30) days prior written notice.

22. REMOVAL/RESTORATION: All portions of the Facilities brought onto the Premises by Permittee will be and remain Permittee's personal property and, at Permittee's option, may be removed by Permittee at any time during the term of this Permit. Permitter covenants and agrees that no part of the Facilities constructed, erected or placed on the Premises will become, or be considered as being affixed to or a part of the Premises. Within thirty (30) days of the date of termination for convenience under Section 2, above, or thirty (30) days following the non-renewal of this permit at term, Permittee will remove all such improvements including but not limited to footings, foundations and concrete. Permittee will restore the Premises to its condition at the commencement of this Permit less reasonable wear and tear.

23. ENTIRE AGREEMENT. This Permit is the entire agreement between the parties, and supersedes any and all prior agreements and understandings relating to the subject matter hereof.

24. AMENDMENT. This Permit shall only be amended modified or changed by a writing executed by authorized representatives of the parties, with the same formality as this was executed. For the purposes of any amendment modification or change to the terms and conditions of this Permit, the only authorized representatives of the parties are:

Permittee: Vice President
Permitter: Municipal Manager

Any attempt to amend, modify, or change this Permit by either an unauthorized representative or unauthorized means shall be void.

25. EXHIBITS. The following Exhibits attached to this Permit are incorporated into and made a part of it by this reference:

EXHIBIT A	Survey of Premises
EXHIBIT B	Site Plans

Kincaid Park Cell Tower
MOA-AWN

IN WITNESS WHEREOF, Permittee and Permitter have caused this Permit to be executed as of the day and year first above written.

PERMITTER:

Municipality of Anchorage



Date: 9-8-16

PERMITTEE:

Alaska Wireless Network

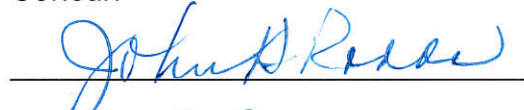


Print Name: Gene R. Smith

Its: VP, CTO

Date: 8/29/16

Concur:



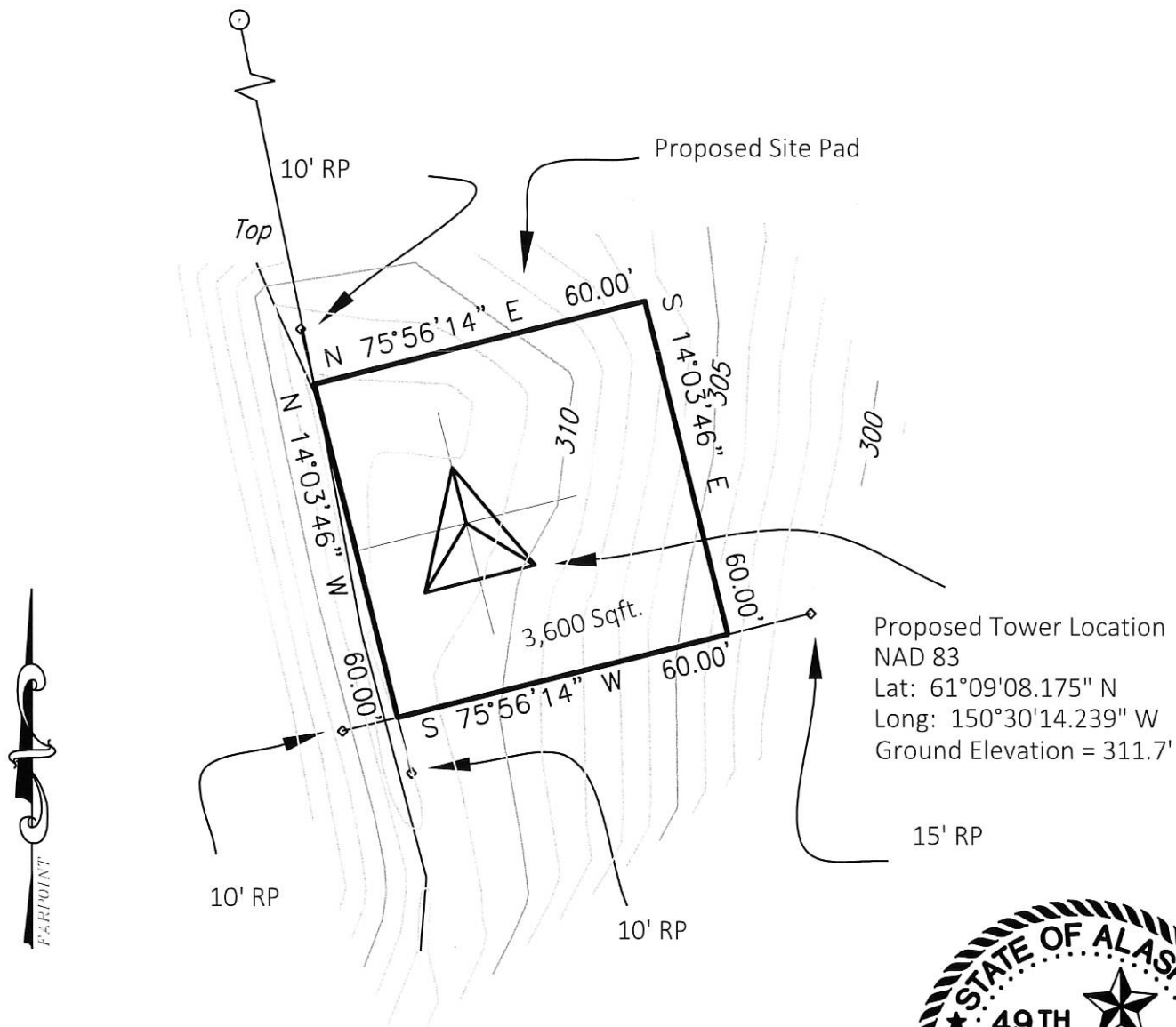
Date: 9-8-16

Recommended by:



Date: 8/29/16

Exhibit A: Survey of Premises



NOTES

- Bearings and distances are record per referenced plat unless otherwise noted.
- Sufficient boundary evidence was recovered to establish the subject parcel on the ground. Not all controlling evidence is shown hereon.



Farpoint Land Services, LLC

SURVEYING, MAPPING, LAND PLANNING, GIS

1131 E. 76th Ave., Suite 101 Anchorage, Alaska 99518
FarpointAK.com • (907) 522-7770 • survey@farpointak.com

LEGEND



TOPO SURVEY OF:
SE 1/4, S 1/2 OF NE 1/4, SE 1/4 OF
NW1/4, E 1/2 of SW 1/4, All in Section 6,
T 12 N, R 4 W, Anchorage, Alaska

SURVEY CERTIFICATION: FARPOINT has conducted a physical survey of the subject property, the improvements situated thereon are within the property lines as shown.

EXCLUSION NOTES: It is the owners responsibility to determine the existence of any easements, covenants, or restrictions which do not appear on the Plat used for this survey. NOTE: Under no circumstances should any data hereon be used for construction or for the establishing of property lines.

PREPARED FOR:
GCI
2550 Denali Street
Anchorage, AK 99503

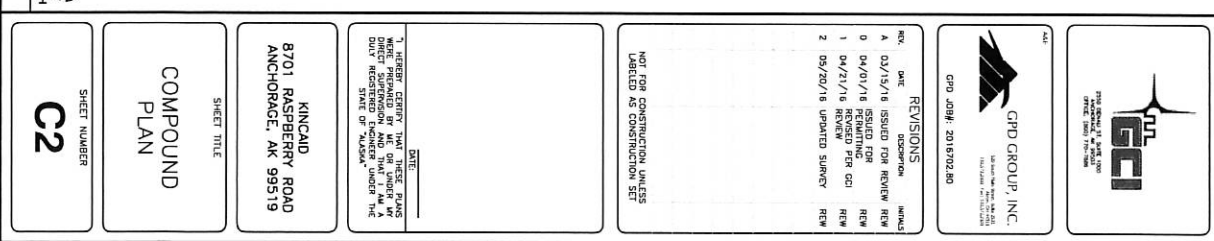
WORK ORDER No
16024

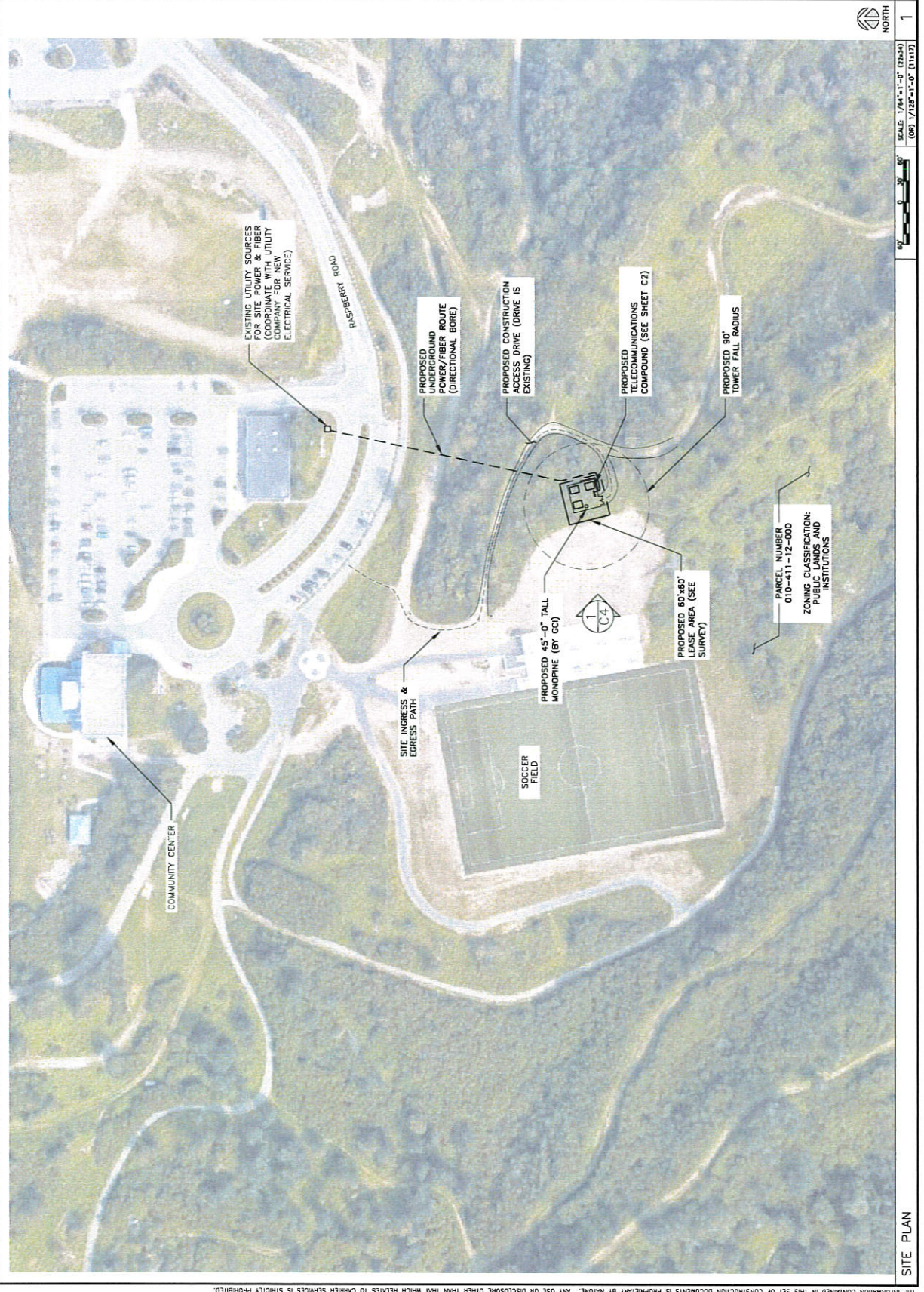
DATE:
MAY 20, 2016
DRAWN: CJB
CHECKED: ME

SCALE:
1"=30'
GRID No:
SW2119

FB BOOK/PAGE:
132/33

Exhibit B: Site Plans





GPD GROUP, INC.
2016/02/80

REV	DATE	DESCRIPTION	BY	CHK
A	03/15/16	ISSUED FOR REVIEW		
B	04/01/16	ISSUED FOR CONSTRUCTION		
1	04/21/16	REVISION FOR GCI REVIEW		
2	05/20/16	UPDATED SURVEY		

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

KINCAID
8701 RASPBERRY ROAD
ANCHORAGE, AK 99519

SITE TITLE
SITE PLAN

SHEET NUMBER
C1