

REPLACEMENT WATER TOWER ANTENNA LEASE AGREEMENT

THIS WATER TOWER ANTENNA LEASE AGREEMENT (“**Lease**”) is made and entered into this ____ day of _____, 20____, (the “**Effective Date**”) by and between the **GRAND RAPIDS PUBLIC UTILITIES COMMISSION**, State of Minnesota (“**Lessor**”), whose address is 500 Southeast Fourth Street, Grand Rapids Minnesota 55744 and Rural Cellular Corporation d/b/a Verizon Wireless (“**Lessee**”), with its principal offices located at One Verizon Way, Mail stop 4AW100, Basking Ridge, New Jersey 07920.

RECITALS

WHEREAS, the Lessor is the owner of that certain land located at 1007 Southeast First Avenue in the City of Grand Rapids, Minnesota, known as “Mid-Tower”, and legally described on **Exhibit “A”** attached hereto (hereinafter referred to as the “**Property**”); and

WHEREAS, the Lessor owns a municipal water tower located on the Property (hereinafter referred to as the “**Water Tower**”).

WHEREAS, Lessee has requested that the Lessor lease space on the Water Tower for the installation of Lessee’s “**Antennas**,” “**Coaxial Cables**” and “**Hybrid Cables**” (hereinafter collectively referred to as “**Cables**”) and other hardware and related equipment, including RRUs (hereinafter collectively referred to as “**Tower Equipment**”), to be located on the Water Tower together with space on the Property adjacent to or inside of the Water Tower for Lessee’s Ground Equipment, as hereinafter defined, and for Utilities and Cables related thereto, all as set forth in the approved “Antenna Site Application” of Lessee, a copy of which is attached hereto as **Exhibit “B”** (“**Antenna Application**”) and shown on the Plans and Specifications (as hereinafter defined); and

WHEREAS, the Lessor agrees to lease to Lessee (i) space on the Water Tower for Lessee’s Tower Equipment; and (ii) a 18 foot by 36 foot space on the Property adjacent to or inside of the Water Tower as shown on the Plans and Specifications (hereinafter referred to as the “**Leased Premises**”), for the “**Lessee’s Ground Equipment**,” together with a non-exclusive right of entry over the Property for ingress and egress to the Leased Premises, and a non-exclusive easement for Lessee’s Utilities subject to the terms, covenants and conditions of this Lease.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and for other good, valuable and fair consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PROPERTY AND LEASED PREMISES**. Subject to the terms, covenants and conditions of this Lease, the Lessor leases to Lessee (i) space on the Water Tower as shown on the Plans and Specifications attached hereto as **Exhibit “C”** (“**Plans and Specifications**”) for Lessee’s Tower Equipment and (ii) a 18 foot

by 36 foot (18' x 36') space on the Property adjacent to or inside of the Water Tower for Lessee's Ground Equipment as shown in the Plans and Specifications (the Lessee's Tower Equipment and Ground Equipment are hereinafter jointly referred to as the "**Lessee's Communication Facility**"), according to the Antenna Application and in the Plans and Specifications, subject to all other existing easements and leases for space on the Water Tower and the Property together with appurtenant non-exclusive easements for ingress and egress on, over and under the Property to the Water Tower and Leased Premises and Lessee's Utilities. The primary purpose of the Lessor's use of the Property is to operate and maintain a municipal water tower so as to provide water service to the Lessor's customers.

2. **TERM.** The initial term of this Lease shall be for five (5) years beginning on June 1, 2022 (the "**Commencement Date**"), and ending at 11:59 p.m. on May 31, 2027 ("**Initial Term**"). The Lessee shall have the right to extend the term of this Lease, subject to the terms and conditions of this Lease, for one (1) additional five (5) year term (the "**Renewal Term**"). The Lease shall be automatically renewed for the Renewal Term, unless the Lessee gives the Lessor written notice of Lessee's intention not to renew this Lease at least one hundred eighty (180) days prior to the expiration of the Initial Term.

The Renewal Term of this Lease shall be on the same terms and conditions set forth herein except for any Rent adjustment as set forth in Section 3 hereof.

3. **RENT AND FEES.**

A. **Rent.** Lessee shall pay Lessor, as and for rent, the following sums at the time stated herein ("**Rent**"):

Based on Lessee's initial installation of Lessee's Tower Equipment and Ground Equipment, as described in the Antenna Application and the Plans and Specifications, the annual Rent due on the Commencement Date of this Lease shall be Twenty-One Thousand Five Hundred Twenty Eight and 76/100 Dollars (\$21,528.76). Rent shall be paid annually, in advance, on June 1 of each year during the Initial Term or any Renewal Term.

Lessor and Lessee acknowledge and agree that as of the Effective Date, the Rent for the first year of the Initial Term has been paid in the amount of \$21,528.76 from Lessee to Lessor and Lessor has received such Rent payment, and no further Rent payments are required to be made for the first year of the Initial Term.

Any increase in the number of Lessee's Antennas and/or Cables or other equipment on the Water Tower from the original installation shown in the Plans and Specifications, may increase the Rent in an amount as reasonably determined between the parties at the time of such modification, with such modification to Lessee's Communication Facility and resulting adjustment to Rent, if any, to be reflected in an amendment hereto.

B. **Annual Rent Increase.** The Rent due under this Lease shall be automatically increased each year on June 1st by an amount equal to three percent (3%) of the Rent due in the previous year of this Lease, as described in the Lease Rent Schedule.

- C. Prepaid Rent. If this Lease is terminated according to the terms of the Lease, the Lessee shall be entitled to a refund of any Rent prepaid for the current year of the Lease on a prorated basis, based on a thirty-day month, as of the date of termination of the Lease, provided the termination of the Lease is for any reason other than nonpayment of Rent, or other Lessee default.
- D. Taxes. In addition to Rent, Lessee agrees to timely pay its pro rata share of any real estate taxes or personal property taxes in lieu of real estate taxes required by any governmental body having jurisdiction over the Property as a result of this Lease. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment. Lessor shall reasonably cooperate with Lessee, at Lessee's expense, in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. If there is a reduction, credit, or repayment received by the Lessor for any taxes previously paid by Lessee as a result of any appeal or challenge by Lessee, Lessor agrees to promptly reimburse to Lessee the amount of that reduction, credit, or repayment.
- E. Administrative Fee. Within ninety (90) days of execution of this Lease by the Lessor, the Lessee shall pay the Lessor a one-time administrative fee of One Thousand Five Hundred Dollars (\$1,500.00).
- F. Restoration Deposit. Lessee has obtained and shall maintain during the Term of this Lease a bond, in the amount of Thirty Thousand Dollars (\$30,000.00), insuring the payment of the costs to remove Lessee's Ground Equipment and Tower Equipment from the Leased Premises (the "**Performance Bond**"). A copy of the Performance Bond is attached hereto as Exhibit E. The terms of the Performance Bond provide that the Performance Bond shall not be cancelled or terminated without thirty (30) days prior written notice from the surety to Lessor.
- G. Reimbursement Fee. Lessee shall pay the Lessor within ninety (90) days of the Lessor's execution of this Lease a one-time payment in the amount of Two Thousand Five Hundred and NO/100 Dollars (\$2,500.00) as reimbursement for: (i) all actual engineering fees incurred by the Lessor related to Plans and Specifications Review, Structural Review and Frequency Review by the Lessor's consultants; (ii) all building and permit fees; (iii) all actual attorneys' fees including, but not limited to preparation and negotiation of this Lease; (iv) actual costs and expenses associated with any interference studies; and (v) site meetings and construction inspections and coordination, if not already paid by Lessee. If the Lessee fails to pay the Lessor the fees as required in this Lease, it shall be a default under the terms and conditions of this Lease.
- H. Utility Fees. Lessor shall, at all times during the Term, provide electrical service and telephone service access within the Leased Premises. The parties acknowledge and agree that Lessee's Tower Equipment and Ground Equipment is currenting connected to a separate meter for the measurement and payment of electrical power used by Lessee's installation. Should this scenario change in the future, if permitted by the local utility company servicing the Leased Premises, Lessee shall furnish and install an electrical sub-meter at the Leased

Premises for the measurement of electrical power used by Lessee's installation. If a sub-meter is installed, the Lessee shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the Lessee shall pay the Lessor thirty (30) days after receipt of an invoice from Lessor indicating the usage amount based upon Lessor's reading of the sub-meter. Lessor must send all invoices for power consumption, which invoices must include the site name and location number, i.e., MN03 Pokegama (Location #253014), to Lessee at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375 or emailed to livebills@ecova.com (Ecova Contact No. 866-322-4547), to such other person, firm or place as Lessee may, from time to time, designate in writing at least thirty (30) days in advance of any invoice date by notice given in accordance with Paragraph 25 below. Lessee shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Leased Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Leased Premises.

4. GOVERNMENTAL APPROVAL CONTINGENCY.

- A. Lessee Approvals. Lessee's right to use the Water Tower, the Leased Premises, Access Easement and Utility Easement during the terms of this Lease for Lessee's Communication Facility as provided in this Lease is expressly made contingent upon (i) Lessee's obtaining and/or retaining as may be applicable, at Lessee's sole cost and expense all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority for Lessee's use of the Water Tower and Leased Premises (individually, a "**Government Approval**" and collectively the "**Government Approvals**"); (ii) Lessee complying with the terms, covenants and conditions of this Lease, the Antenna Application and the Plans and Specifications; (iii) any Structural Report required pursuant to Section 7 hereof; and (iv) any R.F. Report required pursuant to Section 4.C. below. The Lessor shall cooperate with Lessee in its efforts to obtain and retain such approval and shall take no action that would adversely affect the status of the Lessee's Communication Facility with respect to the Lessee's permitted use thereof. Lessee shall not consider this Lease, or the negotiations to enter into this Lease, as alleviating the Lessee from any and all requirements for Lessee to obtain the needed certificates, permits, zoning, and other approvals including conditional use permits or other special approvals required by City, or applicable County, State or Federal Governments.
- B. Non-approval. In the event that any Governmental Approval necessary under Section 4.A. above is finally rejected or if any permit, license or Governmental Approval issued to Lessee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority so that Lessee, in its sole discretion, is unable to use the Lessee's Communication Facility for its intended purposes, Lessee shall have the right to terminate this Lease as hereinafter provided and be reimbursed for any Rent paid as provided herein. Notice of Lessee's exercise of its right to terminate this Lease shall be given to the Lessor pursuant to Section 21 hereof. Except as required hereunder, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

- C. Interference Report. Prior to the installation of any new or additional Tower Equipment, the Lessor shall receive a report (“R.F. Report”) from a radio frequency engineer retained by Lessee (“**Lessee’s R.F. Engineer**”), in a form and substance acceptable to the Lessor stating that there is no predicted interference to any other tenant currently on the Water Tower; however, if in the future the Lessor experiences interference and believes the interference to be from Lessee’s Communication Facility, Lessee shall take immediate steps to correct the interference problem, in accordance with the terms of this Lease, at its sole cost and expense provided that the Lessor provides the Lessee with documentation that substantiates that the Lessee’s Communication Facility is the cause of the interference.
- D. User Priority. Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Lessee's use shall be subordinate accordingly:
- (1) Lessor’s Uses. The Lessor’s water storage and distribution needs;
 - (2) Public safety agencies, including law enforcement, fire, and ambulance services that are not part of the Lessor, that currently use the Water Tower for their communication needs;
 - (3) Existing lessees on the Water Tower whose antennas and/or other equipment were installed by those other lessees prior to Lessee’s installation of Lessee’s Communication Facility pursuant to the 5/9/12 Lease for Communications Facility and Limited Use of Water Tower by and between Lessor and Lessee (“**Existing Lessees**”) unless there is a material modification of the Existing Lessee’s equipment and/or frequency, in which event Lessee shall have priority;
 - (4) Lessee, under the terms of this Lease, unless there is a modification of Lessee’s Communication Facility and/or frequency in which event all other existing lessees shall have priority.
 - (6) New Leases.

To the best of the Lessor’s ability, the Lessor will not knowingly permit any other wireless communication carriers or licensees to, install equipment on or make any modifications or alterations to equipment on the Water Tower or Property, if such modifications or alterations cause interference with Lessee’s operations.

Lessee’s use of the Property and Water Tower shall be non-exclusive, and Lessor specifically reserves the right to allow the Water Tower and the Property to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Water Tower and the Property in the future, provided that they do not interfere with the Lessee’s Communication Facility.

5. PERMITTED USES.

- A. Subject to the terms of this Lease, Lessee’s Communication Facility and Lessee’s associated access and utility easements, may be used solely for the following uses: (i) the transmission and reception of wireless communication signals, including, but not limited to, wireless and

internet services; and (ii) for the purpose of installing, repairing, maintaining, replacing, removing, and operating Lessee's Communication Facility in accordance with this Lease and in accordance with the transmission and reception of wireless communication signals authorized for use by Lessee by the Federal Communications Commission ("**FCC**") ("**Permitted Uses**"). The use of the Access Easement and Utility Easements are non-exclusive, and the Lessor reserves the right to allow the Water Tower and Property to be used by others, provided they do not interfere with Lessee's use of Lessee's Communication Facility.

- B. Lessee, its agents and contractors, are hereby granted the right, at Lessee's sole cost and expense, to enter upon the Property and conduct such studies as Lessee deems necessary to determine the Property's suitability for Lessee's Permitted Uses. These studies may include title reports, surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies as Lessee deems necessary or desirable.

The placement of the Lessee's Communication Facility and the manner in which Lessee's Antennas and Cables, along with any other Tower Equipment set forth in the Plans and Specifications, are installed on the Water Tower shall be subject to prior review and approval by a registered professional structural engineer retained by the Lessor ("**Lessor's Structural Engineer**") and by the Lessor and its agents, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessor and Lessee acknowledge and agree that Lessor has approved the initial installation of Lessee's Communication Facility with Exhibit C attached hereto, and that no submission or approval of additional drawings, plans, or specifications is required in connection therewith.

Except for Lessee's routine maintenance or repair of Lessee's Tower Equipment or Ground Equipment, including the repair and replacement of equipment with equipment of similar size, shape and weight ("**Like-for-Like Equipment**"), Lessee may not add, change or alter Lessee's Tower Equipment or Ground Equipment without the prior written approval of the Lessor, whether or not such equipment is set forth and shown in the Plans and Specifications, which approval shall not be unreasonably withheld, conditioned, or delayed. If Lessor fails to approve or disapprove the Plans and Specifications within 30 days of receipt of the Plans and Specifications, the Plans and Specifications shall be deemed approved.

If Lessee's contractors installing the Antennas, Cables, or other Tower Equipment, cannot perform any work as shown in the applicable Plans and Specifications, the Lessee shall submit a change order to the Lessor, along with revised Plans and Specifications reflecting all necessary changes ("**Revised Plans**") for the Lessor's review and approval. The Lessor shall review the Revised Plans and approve the same or make changes to the Revised Plans as the Lessor deems necessary in its sole discretion. If Lessor fails to approve or disapprove the Plans and Specifications within 30 days of receipt of the Plans and Specifications, the Plans and Specifications shall be deemed approved. Once the Lessor and the Lessee have agreed on the Revised Plans, Lessee shall cause the Lessee's contractors to install the Antennas, Cables, and other Tower Equipment according to the Revised Plans.

The Lessee shall take all steps necessary to prevent any mechanics' or materialmen's liens from being placed on the Property as a result of the Lessee's use of the Water Tower, Leased Premises and Property, and specifically indemnifies the Lessor against such liens.

If the Lessee or Lessee's agents or contractors damage the Water Tower or the Property during the installation of Lessee's Communication Facility or during the repair or maintenance thereof at any time during the term of this Lease including, but not limited to, any permitted modification of Lessee's Communication Facility, it shall immediately, repair the Water Tower and/or Property to the conditions it was in prior to the Lessee damaging the same, including, but not limited to, (a) the draining of the Water Tower and refilling thereof (if necessary as a result of Lessee or Lessee's agents or contractors), and compensates Lessor for all costs, including the Lessor staff's time, Health Department review, testing of water and cost of water to refill the Water Tower and (b) the filling of all ruts caused by equipment driving on the Property and reseeding and/or planting all grass and other vegetation thereon including trees and shrubs, such that the Property is in the same condition as it was prior to the damage caused by Lessee and/or its employees, agents or contractors.

- C. Lessee agrees that if Lessee's Communication Facility produces noise levels that cause a disturbance to the surrounding neighbors of the Property, Lessee will, at its own expense, install noise mitigating equipment or a buffer to meet all applicable State noise standards.
- D. The Lessor shall provide the Lessee with twenty-four (24) hour, seven (7) days a week, year-around access to the Leased Premises, Property and to the Water Tower, subject to the Lessor's right to limit access to the Water Tower in cases of emergency or at times when the Lessor is conducting repairs or maintenance on the Water Tower. The Lessor shall use reasonable efforts to minimize the disruption of the Lessee's access to the Water Tower, in responding to any such emergencies and performing such maintenance and repairs. The Lessor will be entitled to reimbursement from the Lessee, within sixty (60) days of the invoice date, for the provision of emergency access outside of normal business hours to the Water Tower as provided herein, except in those cases where cost is incidental to Lessor obtaining access for its own purposes unrelated to the Lessee's use of the Water Tower. Notwithstanding the foregoing, "access" does not require or impose upon the Lessor an affirmative duty to snowplow in order to provide "access" to the Property or Water Tower.

Lessee shall telephonically notify the Lessor of **scheduled work** on Lessee's Tower Equipment that is to be done after 3:30 p.m. on business days, and any time on weekends and holidays. The notice shall be given to the Lessor Water Coordinator, at 218-851-9921, if no answer call office staff at 218-326-7024, between 8:30 a.m. and 4:30 p.m. at least 48 hours in advance of the start of the scheduled work. In the case of Lessee's emergency work to the Lessee's Tower Equipment, Lessee shall telephonically notify the Lessor as soon as practicable after commencement of the work. In the case of emergency work to the Lessee's Tower Equipment after Lessor's normal business hours (Monday – Friday, 8AM – 5PM) or any time on weekends and holidays, Lessee shall call the Lessor's customer service at 218-326-7024 to arrange for access on the Water Tower. For the provision of such after-hours emergency access to the Water Tower, the Lessor will bill Lessee for reimbursement of all actual reasonable costs and

expenses incurred by the Lessor in dispatching the Lessor's employee(s) to the Property to provide access to the Water Tower.

- E. The Lessor agrees to give Lessee at least ninety (90) days' advance written notice of any major repair or maintenance activities related to the Water Tower. In the case of an emergency, notification is not required; however, Lessee shall be notified as soon as practically possible. In the event that use of the Water Tower for water service or any necessary maintenance or repair of the Water Tower is interrupted or made impractical because of Lessee's Tower Equipment, the Lessor may interrupt Lessee's use of the Leased Premises and/or Water Tower as is reasonably necessary to prevent interruption of the Lessor's water service. The Lessor will use its best efforts to prevent or minimize interruptions to Lessee's use of the Water Tower or the Leased Premises for the painting and/or reconditioning of the Water Tower. Lessee shall provide the Lessor's painting contractor with pertinent safety instructions relative to working near the Lessee's Antennas and Cables, and, if necessary, Lessee may be required to lower the power level or turn off transmission while the Lessor's painting contractor is working near Lessee's Antennas or Cables or may be required to remove the same from the Water Tower if they are in the way of painting or reconditioning work on the Water Tower, and the Lessee will be required to temporarily remove Lessee's Antennas, Cables and/or other Tower Equipment from the Water Tower at Lessee's sole cost and expense. Any additional expense of repainting, repairing or maintaining the Water Tower reasonably incurred by the Lessor as a direct consequence of the presence of Lessee's Antennas, Cables or other Tower Equipment located thereon shall be paid by the Lessee to the Lessor within thirty (30) days following the receipt of the Lessor's written notice of such additional cost which notice shall state the reasons for the Lessor incurring the costs and shall include a reasonable itemization of such costs.

In the event that Lessee's Communication Facility needs to be interrupted by the Lessor, the Lessee shall have the right to maintain mobile cellular equipment on the Property for Lessee's use, provided that there is space available on the Property in a location approved by the Lessor. The oldest Lessee using the Water Tower shall have priority to use the Property, if the space on the Property is limited. If there is insufficient space on the Property to accommodate Lessee's mobile cellular equipment it shall be the Lessee's responsibility to locate a suitable site for the mobile equipment until the Lessee's Communication Facility can be returned to the Water Tower at Lessee's sole cost and expense.

- F. If the Lessor determines that continued operation of the Lessee's Communication Facility would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), the Lessor may order the Lessee to discontinue its operation. The Lessee shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. Provided that Lessor provides reasonable notice to Lessee under the circumstances by first calling Lessee Network Operations Center [at (800) 224-6620/(800) 621-2622], if the Lessor determines that there is not sufficient time for the Lessee to power down its Communication Facility, the Lessor may take such action as it deems reasonably necessary to discontinue Lessee's operation of its Communication Facility to protect the public health, safety and welfare. The Lessor shall notify the Lessee as soon as reasonably possible after its action and give its reason for taking the action. The Lessor shall not be liable

to the Lessee or any other party for any interruption in the Lessee's service or interference with the Lessee's operation of its Communication Facility, except as may be caused by the negligence or willful misconduct of the Lessor, its employees or agents. In any event, the Lessor's liability shall not extend beyond the obligation to repair the cause of the interruption or interference. If the discontinuance extends for a period greater than three (3) business days, the Lessee shall have the right to terminate this Lease within its sole discretion.

- G. In the performance of its Permitted Use, Lessee shall at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair, and in a manner suitable to Lessor so as not to conflict with the use of the Property by Lessor. Lessee shall not interfere with Lessor's use of the Water Tower, and agrees to cease all actions that unreasonably and materially interfere with Lessor's use thereof no later than three (3) business days after receipt of written notice of the interference from Lessor. Upon Lessee's cure of any such interference, the Lessor shall immediately approve Lessee's resumption of operation of Lessee's Communication Facility. In the event that Lessee's cessation of action is material to Lessee's use of the Leased Premises and such cessation frustrates Lessee's use of the Leased Premises, within Lessee's sole discretion, Lessee shall have the immediate right to terminate this Lease for cause and without payment of a termination fee. Further, Lessee shall be entitled to a reimbursement of prepaid rent covering the period subsequent to the date of interference from Lessor.
- H. Installation of a Generator: The parties acknowledge and agree that Lessee currently has an emergency generator located within its equipment shelter within its Leased Premises. However, should an emergency arise where an additional emergency generator is required, Lessee shall be permitted to place an emergency generator within its Leased Premises in the event of a power failure to the Lessee's Communication Facility for only so long as necessary for the power to be restored to the Communications Facility. Lessee shall further repair any and all damage caused by the use of the generator upon the Property.

6. LESSEE'S COMMUNICATION FACILITY.

- A. Lessee warrants and agrees that Lessee's Communication Facility will be in compliance with all FCC rules and regulations, and good engineering practices and according to the Plans and Specifications. Lessee further agrees that the Lessee's use of the Lessee's Communication Facility will not cause radio frequency interference to those users referenced in Section 4.D hereof having priority to Lessee, provided such systems are lawfully installed and properly operated. In the event of interference with the users referenced in Section 4.D, hereof having priority to Lessee and Lessee is notified of such interference by the Lessor, Lessee shall eliminate such interference within twenty-four (24) hours or cease using the applicable equipment of Lessee causing the interference except for short tests necessary for the elimination of the interference or until the interference is cured to the reasonable satisfaction of the Lessor. In the event of interference with those users referenced in Section 4.D hereof having priority to Lessee, Lessee must either: (1) correct the interference within twenty-four (24) hours, or (2) cease using the interfering equipment within said time, except for testing purposes, or (3) demonstrate that the Lessee's equipment is not the cause of the interference.

The parties agree that reasonable evidence of interference that is likely caused by Lessee's use or operation of Lessee's Communication Facility warrants an emergency response and the Notices provision in this Lease shall not apply. Rather, the Lessor shall provide Lessee reasonable evidence that the interference is likely caused by the Lessee's use or operation of Lessee's Communication Facility verbally by telephone at Lessee's Network Operations Center [at (800) 224-6620/(800) 621-2622].

Upon the Lessor providing Lessee notice of reasonable evidence that any interference is likely caused by Lessee's use or operation of Lessee's Communication Facility, Lessee shall send a qualified technician or representative to the Leased Premises within twelve (12) hours from the time that the notice of reasonable evidence is provided by the Lessor. The required twelve (12) hour emergency response time under these circumstances is applicable 24 hours a day, 7 days a week. The qualified technician or representative shall be capable of assessing the situation and eliciting the necessary response, including any repairs, alterations, or modifications to Lessee's Communication Facility.

If such interference cannot be cured within twenty-four (24) hours after the notice provided for in this Section 6, the Lessee shall immediately cease using or operating the interfering equipment until such interference is cured to the reasonable satisfaction of the Lessor.

- B. Prior to Lessee adding additional antennas, transmitters, or receivers or other equipment on the Water Tower or within the Leased Premises for the transmission and reception of unlicensed frequencies, as permitted under this Lease, Lessee agrees to perform the necessary interference studies to insure that the unlicensed frequencies will not cause harmful radio interference to the other lessees and/or occupants on the Property and submit the results to the Lessor. However, the Lessor, in its sole reasonable discretion, shall retain the right provided herein to submit the study results to its professional communications engineer for review at Lessee's expense, such reasonable expenses to be reimbursed by Lessee upon receipt of satisfactory invoices therefore.

7. INSTALLATION OF LESSEE'S COMMUNICATION FACILITY.

- A. Structural Engineering Report. Before obtaining a building permit or starting the installation of additional or new Tower Equipment, except for Like-for-Like Equipment, Lessee must obtain and pay for the cost of an engineering study in a form and substance acceptable to the Lessor, carried out by a qualified engineer licensed by the State of Minnesota ("**Lessee's Structural Engineer**"), certifying that the Water Tower is capable of supporting the Lessee's Tower Equipment ("**Structural Report**"). If the Structural Report finds that the Water Tower is inadequate to support the Lessee's Tower Equipment, the Lessee may (i) terminate this Lease immediately and receive from Lessor a refund of any Rent pre-paid by Lessee, (ii) revise its proposed installation to conform with the supporting capabilities of the Water Tower, or (iii) provide necessary documentation to the Lessor reflecting the required upgrades to the Water Tower to allow the Water Tower to carry Lessee's proposed Tower Equipment, such upgrades to be performed at Lessee's cost and expense. Notwithstanding the foregoing, Lessor and Lessee acknowledge and agree that Lessee's Tower Equipment is

currently installed and operational on the Water Tower, and not further Structural Report is required in association with the execution of this Lease.

- B. Installation. Lessee shall install, repair and/or maintain Lessee's Communication Facility in accordance with the Antenna Application and the Plans and Specifications and this Lease. If Lessee seeks to increase the number of antennas or add additional equipment to the Water Tower or change/alter the current Antennas or other Tower Equipment and/or Ground Equipment with equipment other than Like-for-Like Equipment ("**Modification of Tower Equipment**"), Lessee shall: (i) submit an application to the Lessor in a form and substance acceptable to the Lessor describing the proposed Modification of Tower Equipment ("**New Application**"); (ii) submit a new set of plans and specifications in a form and substance acceptable to the Lessor showing the proposed Modification of Tower Equipment and/or changes to the Ground Equipment ("**New Plans and Specifications**"); (iii) submit a frequency study by Lessee's R.F. Engineer certifying that the new antennas and/or equipment described in the New Application and shown on the new Plans and Specifications that Lessee desires to install, will not interfere with any existing antennas and/or other equipment of the Lessor or another tenant/occupant currently located on the Water Tower; and (iv) submit a Structural Report by Lessee's Structural Engineer in accordance with Section 7(A) showing that the Water Tower can structurally support the new antennas and/or equipment proposed to be installed on the Water Tower. The Lessee must pay the reasonable cost of the Lessor Structural Engineer's review of the Structural Report, within sixty (60) days after receiving written notice of the cost containing sufficient documentation of same.

If Lessee's contractors installing the Antennas, Cables, or other Tower Equipment, cannot perform any work as shown in the applicable Plans and Specifications, the Lessee shall submit a change order to the Lessor, along with Revised Plans for the Lessor's review and approval. The Lessor shall review the Revised Plans and approve the same or make changes to the Revised Plans as the Lessor deems necessary in its sole discretion. If Lessor fails to approve or disapprove the Plans and Specifications within 30 days of receipt of the Plans and Specifications, the Plans and Specifications shall be deemed approved. Once the Lessor and the Lessee have agreed on the Revised Plans, Lessee shall cause the Lessee's contractors to install the Antennas, Cables, and other Tower Equipment according to the Revised Plans.

- C. Plans and Specifications. For any installation of Lessee's Communication Facility and for any and all subsequent alterations and/or modifications thereof, except for Like-for-Like Equipment modifications, or additions thereto, Lessee shall provide Lessor and Lessor's Water Tower Construction Engineer ("**Construction Engineer**") each with two (2) hardcopy sets and an electronic set of the Plans and Specifications of the Tower Equipment and Ground Equipment proposed to be installed on the Water Tower and/or Leased Premises along with the proposed location of all Cables and Utilities installed underground consisting of the following:
- (1) Line or CAD drawings showing the actual physical location of all planned Tower Equipment and Ground Equipment plus materials and construction methods;
 - (2) Specifications for the Tower Equipment and Ground Equipment or any alterations, modifications and/or additions;

- (3) Drawings and tables showing current Antennas and Cables and related equipment and the proposed Antennas, Cables and related Tower Equipment i.e. RRUs, Sector Poles, etc. Drawings shall also include all existing antennas on the Tower.
- (4) Lessee shall provide Lessor, within thirty (30) days after Lessee's activates the Lessee's Communication Facility and the activation of any permitted additions, modifications and/or alterations thereto, with a clean set of "as-built" Plans and Specifications in electronic file format compatible to the Lessor's record file system of the Lessee's Communication Facility, i.e. Tower Equipment and/or Ground Equipment and the Lessee's Utilities, which show the actual location of all of the Lessee's Tower Equipment, Lessee's Ground Equipment and the Utilities. Said "as-built" drawings shall be accompanied by a complete and detailed Site Survey of the Property showing the location of all Utilities.

D. Contractor Approval. Any contractor chosen by Lessee to carry out construction, installation, maintenance or any other work on the Water Tower or Property ("**Lessee's Contractor**") must be pre-approved by the Lessor prior to the pre-construction meeting. Lessee's Contractor information shall include at the minimum:

- Name and contact information
- Experience (with water storage tank installations)
- OSHA violations within the previous three years.

The Lessor retains sole discretion and reserves the right to reject any and all contractors the Lessee may choose for the installation work as determined to be in the best interests of the Lessor.

E. Lessor Inspection. Lessor and Lessee acknowledge and agree that as of the Effective Date, Lessee's Communication Facility is currently installed and operational, and no further review and inspection is required in association with execution of this Agreement. However, upon any modification of Lessee's Tower Equipment and/or Ground Equipment, except for Like-for-Like Equipment modifications, the Lessor's Construction Engineer will be provided, beginning with the pre-construction conference and continuing through installation/construction, a punch-list of the Tower Equipment and such Ground Equipment, a full and complete set of Plans and Specifications and "as-built" Plans and Specifications upon completion of the installation of the Tower Equipment and Ground Equipment, at Lessee's sole cost and expense. The Lessor will not arbitrarily require more inspection of the construction and installation of Lessee's Tower Equipment and/or Ground Equipment than is reasonably necessary to insure the continued protection and security of the Water Tower and Property. Lessee shall pay for all reasonable costs of the Lessor's inspections of Lessee's installation and project management costs within sixty (60) days after the Lessor sends an invoice for such fees to Lessee. All fees and invoices must be paid within sixty (60) days after the Lessor sends Lessee an invoice for the same. Prior to energizing (startup) Lessee's Communication Facility; all punch list items related to installation thereof must be substantially complete (exceptions may be weather related finish painting, etc. as determined by the Lessor).

- F. Maintenance, Improvement Expenses. All alterations, modifications of and additions to Lessee's Tower Equipment and Ground Equipment, made by Lessee shall be made at the Lessee's sole cost and expense and such improvements to Lessee's Communication Facility shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Water Tower and/or the Property adjacent to the Leased Premises. If Lessee's Communication Facility is mounted on a platform or other structure, it shall, at all times, be painted, at Lessee's expense, the same color as the platform or other structure. The Lessor reserves the right to require or waive this requirement as it pertains to feed line, jumpers, brackets, connectors, and other ancillary equipment on a case by case basis depending on the installation configuration.
- G. Compliance With Statutes, Regulations, and Approvals. Lessee shall provide the Lessor, prior to the alteration, modification or addition of antennas permitted under the terms of this Lease, a FCC Hazardous Radiation Report detailing safety concerns (if any) related to Lessee's Tower Equipment and/or Ground Equipment and recommendations from a Registered Professional Engineer of the need for any necessary corrective action that may need to be taken by Lessee to protect the health and safety of the Lessor's or Lessee's employees or the health and safety of any other person working on the Water Tower.
- H. The Lessee's Ground Equipment shall be located within the Leased Premises on a platform or inside a ground shelter as shown in the Plans and Specifications.
- I. The color of Antennas and any other Tower Equipment on the Water Tower exterior shall at all times be painted and maintained, at the Lessee's expense, to match the color of the Water Tower or a color selected by the Lessor.

8. **MAINTENANCE OF ANTENNA.**

- A. The Lessee shall at all times maintain Lessee's Tower Equipment and Ground Equipment in good condition at all times, normal wear and tear excepted, at its sole cost and expense.
- B. Lessor covenants that it will keep the Water Tower in good repair as required by all laws. The Lessor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the Lessor fails to make such repairs including maintenance the Lessee may make the repairs and the costs thereof shall be payable to the Lessee by the Lessor on demand. If the Lessor does not make payment to the Lessee within thirty (30) days after such demand, the Lessee shall have the right to deduct the costs of the repairs from the succeeding Rent normally due from the Lessee to the Lessor.

9. **UTILITIES.**

- A. The Lessee shall separately meter and pay all charges for the consumption of electricity, fiber, and other utility services associated with Lessee's use of the Water Tower Equipment and Ground Equipment. The Lessor agrees to cooperate with the Lessee in its efforts to connect the Lessee's Communication Facility to existing utility service. The Lessor makes no representation or warranty regarding the availability of electric or other utility service to the

Water Tower or Leased Premises. The Lessee shall have the right to install utilities and fiber at the Lessee's sole cost and expense in an easement or other right of way granted by Lessor, in a mutually acceptable location. The Lessor shall not be liable, and the Lessee waives any and all claims against the Lessor, for any interruption of electrical or other utility services provided to the Water Tower or the Leased Premises.

- B. All of Lessee's, electrical wire, fiber, and telephone cables and related equipment ("**Utilities**") and Lessee's Cables on the Property shall be located underground (except as otherwise approved by Lessor) and shall be directionally bored, except for Lessee's Cables on the Water Tower according to the Lessor's applicable code, rules and regulations and all state codes, rules and regulations. Lessee shall furnish Lessor with pertinent information as to the exact type of AC power used by the Lessee. The Lessee agrees that upon the request of the Lessor, it will field locate all Utilities and Cables at Lessee's expense.

It shall be the responsibility of Lessee, its agents, contractors and/or subcontractors at Lessee's sole cost and expense to contact Gopher One Call and/or all other parties including, but not limited to, Lessor and all of Lessor's other Lessees occupying the Property for locate requests prior to any construction or installation of the Lessee's Antennas and other equipment described in this Lease, on the Property. If any of the Lessor's other lessees decline to locate their utilities, it shall be the responsibility of Lessee to locate said Lessee's Utilities at Lessee's sole cost and expense. Lessor agrees that it will assist with contact information for the other lessees upon the written request of the Lessee. Lessee agrees that Lessee will, upon the reasonable request of the Lessor or another lessee of the Lessor, locate all of its Cables, Conduit and Utilities.

10. **DEFAULT.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this lease:

- A. If Lessee fails to pay amounts due under this Lease within thirty (30) days of its receipt of written notice that such payments are overdue.
- B. If either party fails to observe or perform its obligations under this Lease and does not cure such failure within sixty (60) days from its receipt of written notice of breach without, however, limiting any other rights available to the parties pursuant to any other provision of this Lease. If the default may not be reasonably cured within the sixty (60) day period, the defaulting party shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days, and the defaulting party commences the cure within the sixty (60) day period, and thereafter continuously and diligently pursues the cure to completion.
- C. Except as expressly limited hereby, Lessor and Lessee shall have such remedies for the default of the other party hereto as may be provided herein or at law or equity following written notice of such default and failure to cure the default within the applicable time allowed to cure under the terms of this Lease subject to the limitations set forth in this Lease. Further, upon a default, the non-defaulting party may, at its option (but without obligation to do so), perform the defaulting party's duty or obligation. The costs and

expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefor.

11. **TERMINATION.**

A. Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon written notice to the other party, provided in accordance with Section 21G of this Lease, as follows:

- (1) By either party upon a default as outlined in Section 10; or
- (2) By Lessee upon ninety (90) days written notice to the Lessor if Lessee is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Lessee's Communication Facility after diligently pursuing the applicable licenses, permits or other governmental approvals; or
- (3) By Lessee upon ninety (90) days written notice to the Lessor if the Water Tower or the Leased Premises are, or become, unusable under Lessee's design or engineering specifications for Lessee's Communication Facility, or for technological reasons including without limitation shadowing or interference under Lessee's Communication Facilities; or
- (4) By Lessee if Lessee's transmission is interfered with by Lessor or the equipment of other tenants on the Water Tower and the Lessor or other tenants fail to cure such interference within thirty (30) days of receipt of written notice sent by Lessee; or
- (5) Upon 60 days' prior written notice by the Lessor if an independent engineer engaged by Lessor determines that the Water Tower is structurally unsound, including, but not limited to, consideration of age of the Water Tower, damage or destruction of all or part of the Water Tower, such notice to include a refund of any pre-paid rent by Lessee; or
- (6) Upon 18 months' prior written notice by the Lessor, if it decides in its sole discretion, for any reason, to discontinue use of the Water Tower for all purposes, in which event the Lessee shall not be entitled to compensation in any form for any reason as a result of the Lessor's exercising its rights hereunder; or
- (7) Upon 18 months' prior written notice by the Lessor to Lessee if Lessor decides in its sole discretion, for any reason, to redevelop the Property and/or the Leased Premises in a manner inconsistent with continued use of the Water Tower and/or the Leased Premises; or
- (8) By Lessor if it is adjudicated by a court of competent jurisdiction that Lessee has failed to comply with applicable ordinances or state or federal law, or any conditions attached to government approvals granted there under after a sixty (60) day cure period.

B. Notice of Termination. In accordance with the terms of this Lease, the parties shall give notice of termination as provided in Section 21.G. hereof. Except as set forth herein, all Rent paid for the Lease prior to said termination date shall be retained by Lessor.

C. Lessee's Liability for Early Termination. If Lessee terminates this Lease other than for cause or of right as provided in this Lease, Lessee shall pay to Lessor as liquidated damages for early termination, 150% of the annual Rent for the year in which Lessee terminates, unless Lessee

terminates during the last year of any Term under Section 4 and Lessee has paid the annual Rent for that year.

- D. Site Restoration. Upon termination of this Lease pursuant to the provisions hereof, Lessee shall, within seventy-five (75) days from the applicable termination date, remove Lessee's Communication Facility from the Water Tower, Leased Premises and Property and repair the Water Tower, Leased Premises and Property as required by the terms hereof at Lessee's sole cost and expense. In the event that Lessee's Communication Facility is not removed and the Water Tower, Leased Premises and Property are not returned to the condition they were in on the Commencement Date, normal wear and tear and casualty damage excepted, the Lessor shall have the right to remove Lessee's Communication Facility and draw upon the Performance Bond and use the proceeds thereof to pay all costs incurred by the Lessor to restore the Water Tower and the Property to the condition that they were in on the Commencement Date, normal wear and tear and casualty damage excepted. Should the Lessor incur additional costs pursuant to the terms of this Section 11(D) that are not covered by the Performance Bond, Lessor shall bill Lessee for such reasonable costs incurred.
- E. Limitation of Lessee's Damages. If the Lessor terminates this Lease pursuant to the terms hereof, or the Lessor causes interruption of the business of Lessee's Communication Facility or otherwise breaches this Lease, the Lessor's liability for damages to the Lessee shall be limited to the actual and direct costs of the removal of Lessee's Tower Equipment and/or Ground Equipment and shall specifically exclude any recovery for value of the business of the Lessee as a going concern, future expectation of profits, loss of business or profit or related damages to the Lessee of any kind or nature
- F. Early Termination; No Damages. In the event the Lessor terminates this Lease pursuant to the terms hereof, such termination shall be effective without the payment by either party of any penalties or damages. If the termination is at a time other than on the last day of the year, annual rent shall be prorated as of the date of termination and all prepaid rents shall be refunded to the Lessee. The date of termination, for rent payment purposes, shall be agreed to be the day the Lessee has removed all of Lessee's Tower Equipment and Ground Equipment and restored the Property and the portion of the Water Tower leased by the Lessee to the condition required herein.
- G. Removal of Water Tower. If Lessor elects to demolish or otherwise remove from service the Water Tower and construct a new water tower ("New Water Tower") on or in the vicinity of the Property then:
- (1) If requested by Lessee, subject to compliance with all requirements of this Lease, the Lessor agrees to make a good faith effort to accommodate the relocation of Lessee's Communication Facility to the New Water Tower at Lessee's sole cost and expense upon completion of the New Water Tower; and
 - (2) Lessee may continue to occupy the Water Tower and Leased Premises until one hundred eighty (180) days after Lessor notifies Lessee that the New Water Tower is complete and that Lessee may relocate the Lessee's Communication Facility to the New Water Tower; and

- (3) Upon relocation of Lessee's equipment on the new tank, this Lease shall be deemed a lease of the space to be occupied by Lessee on the New Water Tower and the parties shall amend the Lease Exhibits in order to identify the New Water Tower Site and Lessee's equipment locations thereon.

12. **NON-EXCLUSIVE USE.** Upon paying the Rent as required herein, the Lessee shall have the right to the exclusive use of the Leased Premises, but otherwise the non-exclusive uses of the Water Tower and the Property as permitted in this Lease.

13. **DEFENSES AND INDEMNIFICATION.** Lessee shall indemnify, defend, and hold Lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the Lessee, its employees, contractors or agents, except to the extent such claims or damages may be caused by the negligence or willful misconduct of the Lessor, or its employees, contractors or agents. Notwithstanding any other term, covenant or condition of this Lease, the Lessor's liability under this Lease for any claim of any nature or any cause of action against the Lessor, by any person or party, is limited to the liability limits set forth in Minnesota Statutes, Chapter 466.

14. **HAZARDOUS SUBSTANCES.** Lessor represents that Lessor has no knowledge of any substance, chemical, or waste on the Property that is identified as Hazardous Materials, toxic or dangerous in any applicable federal, state or local law or regulation. The Lessor makes no representation as to whether or not the paint on the Water Tower contains lead or chromium and Lessee shall test the paint on the Water Tower prior to the start of any installation of Lessee's Tower Equipment and take any and all steps that may be required to protect Lessee's employees, agents and/or contractors from exposure to the lead and/or chromium (if any) in the paint during the installation of Lessee's Tower Equipment.

Lessee represents and warrants that the use of the Leased Premises will not generate and Lessee will not store or dispose of on the Lease Premise, nor transport to or over the Leased Premises, any Hazardous Materials, unless Lessee specifically informs Lessor thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise, as soon as Lessee becomes aware of the existence of Hazardous Material on the Leased Premises. Lessee shall provide initial and annual updates of Material Safety Datasheets (MSD) on all hazardous materials that are part of, or necessary for the operation of the Lessee's Communication Facility and maintenance thereof, except for normal quantities of batteries used as backup power supply for Lessee's Communication Facility. Lessee warrants that no hazardous material supplies used in routine maintenance and or repair will be stored on the Leased Premises.

Without limiting the scope of Section 13, above, Lessee will be solely responsible for and will defend, indemnify, and hold Lessor and its Commission members, officers, employees, agents and representatives harmless from and against any and all claims, cost, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Lessee's use of Hazardous Material. This defense and indemnification shall not apply to claims, costs, and liabilities arising from Lessor's negligence or willful misconduct. For the purposes of this Lease "**Hazardous Materials**" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or material as defined in any federal, state or local environmental or safety laws or regulation including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

Notwithstanding the foregoing or any other provision in this Agreement, Lessee shall not be liable or responsible for any environmental condition, including the release of Hazardous Materials, that existed before the commencement of Lessee's activities on the Leased Premises, except to the extent Lessee exacerbates a condition of which it has reason to be aware.

15. **ASSIGNMENT.** Provided that Lessee is not in default beyond applicable notice and cure periods, this Lease, or rights thereunder, may be sold, assigned, or transferred at any time by Lessee without any approval or consent of the Lessor to Lessee's principal, affiliates, subsidiaries of its principal, or to any entity purchasing all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization, provided that Lessee provides the Lessor with notice of the foregoing and, provided further, that any entity purchasing all of Lessee's assets in the market defined by the FCC in which the Property is located, assumes in a written agreement executed by said entity, all of Lessee's obligations under this Lease which arise after the date of such assignment, and Lessee remains liable for all obligations arising prior to the date of assignment. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Lessor, such consent not to be unreasonably withheld, conditioned or delayed.

16. **DAMAGE OR DESTRUCTION.** If the Water Tower, Lessee's Communication Facility, or any portion thereof, is destroyed or damaged so as to materially hinder the effective use of the Lessee's Communication Facility by Lessee through no fault or negligence of Lessee, Lessee may elect to terminate this Lease upon thirty (30) days' written notice to the Lessor. In such event, all rights and obligations of the parties shall cease (except as to the Lessee's obligations under this Lease to remove the Lessee's Communication Facility under the terms hereof) as of the date of the notice to the Lessor and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. If Lessee elects to continue this Lease, then the Rent shall abate for a period of ninety (90) days, or until the Lessee's Communication Facility is restored to the condition existing prior to the damage or destruction, whichever is earlier.

17. **QUIET ENJOYMENT.** Lessee, upon paying Rent, shall peaceably and quietly have, hold and enjoy the Leased Premises, the Access Easement and/or Utility Easements provided Lessee is not in default under any other covenant or agreement contained in this Lease. Lessor represents and warrants to Lessee as of the execution date of this Lease, and covenants during the Term that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease. The Lessor hereby waives any and all lien rights it may have statutory or otherwise to the Lessee's Communication Facility or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under the applicable laws.

18. **INSURANCE.**

A. **Workers' Compensation.** The Lessee must maintain Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operations and Employer's Liability coverage with limits of \$500,000.00 bodily injury each accident, \$500,000.00 bodily injury by disease, policy limit, and \$500,000.00 bodily injury by disease, each employee and waiver of subrogation.

- B. General Liability. The Lessee must maintain an occurrence form Commercial General Liability Coverage which shall provide for third party bodily injury and property damage arising out of the use, maintenance or operation of the Water Tower, Leased Premises and Property. The Lessee must maintain aforementioned Commercial General Liability Coverage with limits of Liability of **\$5,000,000.00** each occurrence; **\$5,000,000.00** general aggregate, and shall include the Lessor as an additional insured as their interest may appear under this Agreement.
- C. Automobile Liability. The Lessee must carry Commercial Automobile Liability coverage combined single limits in the amount of **\$2,000,000.00** each accident for third party bodily injury and property damage arising out of the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.
- D. Lessee Property Insurance. The Lessee must keep in force during the term of the Lease a policy covering damages to Lessee's personal property on the Water Tower and the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property and loss of use thereof.
- E. Additional Insured. Certificate of Insurance. The Lessee shall provide the Lessor, upon the Lessor's execution of this Lease and annually thereafter, evidence of the required insurance in the form of a Certificate of Insurance issued by a company licensed, authorized or permitted to do business in the State of Minnesota mutually agreeable to both Lessor and Lessee, licensed to do business in the State of Minnesota, which includes all coverage's required in this Section 18. Lessee will include Lessor as an Additional Insured as their interest may appear under this Agreement on the Commercial General Liability and Commercial Automobile Liability Policies but only to the extent allowed in this Section 18, Defense and Indemnification, of this Lease.

19. CONDITION OF PROPERTY. The Lessee acknowledges that the Lessor makes no representations or warranties regarding the suitability of the Property or the Water Tower for the Lessee's intended use under this Lease.

20. CONDEMNATION. In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, the Lessee shall not be entitled to any portion of the reward paid for the taking and the Lessor shall receive full amount of such award. The Lessee hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Property, shall belong to the Lessor, the Lessee shall have the right to claim and recover from the condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by the Lessee on account of any and all damage to the Lessee's business and any costs or expenses incurred by the Lessor in moving/removing its Antenna, Equipment or personal property.

21. REPLACEMENT LEASE. Lessor and Lessee acknowledge that this Lease replaces the May 9, 2012 Lease For Communications Facility and Limited Use of Water Tower [Contract # 110944; 110944-1], as amended (the "**Terminated Agreement**"). Lessor and Lessee acknowledge that notwithstanding the

termination of the Terminated Agreement and the commencement of this Lease, Lessee may continue to make, and Lessor may continue to receive, payments pursuant to the Terminated Agreement. If any payments are made pursuant to the Terminated Agreement after its termination, those payments shall be applied and credited against any Rent payments or other payments due under this Lease. Until the commencement of this Lease, Lessee will continue to pay all rent payments and other fees that Lessee is currently paying under the Terminated Agreement.

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

23. **MISCELLANEOUS.**

- A. **Whole Agreement; Modification:** This Lease contains all of the terms and conditions relating to the rights granted herein, and replaces any oral agreements or other negotiations between the parties relating to the Lease. No modifications to this Lease shall be valid unless and until they have been placed in writing and signed by both parties hereto.
- B. **Severability:** If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- C. **Authority:** Each party represents and warrants that it has full authority to enter into and to sign this Lease.
- D. **Binding Effect:** The terms, conditions, representation and covenants of this Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the Lessor and the Lessee.
- E. **Notices:** Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the following:

If to the Lessor: Grand Rapids Public Utilities
500 SE 4th Street
Grand Rapids, MN 55744
ATTN: General Manager

If to the Lessee: Rural Cellular Corporation
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
ATTN: Network Real Estate

Lessee's Daily, Emergency, and Planning Contact (name, address, office and mobile phone numbers, and email address:

Network Operations Center

(800) 224-6620

(800) 621-2622

Either party shall provide the other with updated contact information upon a change in such contact information.

- G. Estoppel Certificate: Each party agrees to furnish to the other, within ninety (90) days after request, such truthful estoppel information as the other may reasonably request.
- H. Governing Law: This Lease shall be construed in accordance with the laws of the State of Minnesota.
- I. Attorney's Fees: The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- J. Broker: If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.
- K. Amended Memorandum of Lease: Lessor agrees to cooperate with Lessee in executing any documents including an Amended Memorandum of Lease, substantially in a form attached hereto as **Exhibit F**.
- L. Recitals. The Recitals set forth above are hereby incorporated in this Lease as though they were set forth in the body hereof.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS HEREOF, the parties have executed this Lease as of the date first above written.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

By _____
Its President

By _____
Its General Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Thomas Stanley and Julie Kennedy, the President and General Manager of the Grand Rapids Public Utilities Commission, state of Minnesota, on behalf of the Lessor, and pursuant to authority granted by its Commission.

Notary Public

Rural Cellular Corporation d/b/a Verizon Wireless

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"
to
WATER TOWER ANTENNA LEASE AGREEMENT

(Legal Description of Property)

Lots Ten (10), Eleven (11) and Twelve (12), Block Three (3), Crowder Addition to Grand Rapids according to the plat thereof on file and of record in the office of the Register of Deeds of Itasca County, Minnesota.

EXHIBIT "B"
to
WATER TOWER ANTENNA LEASE AGREEMENT

(Antenna Application)

See equipment and related information listed in Exhibit C.

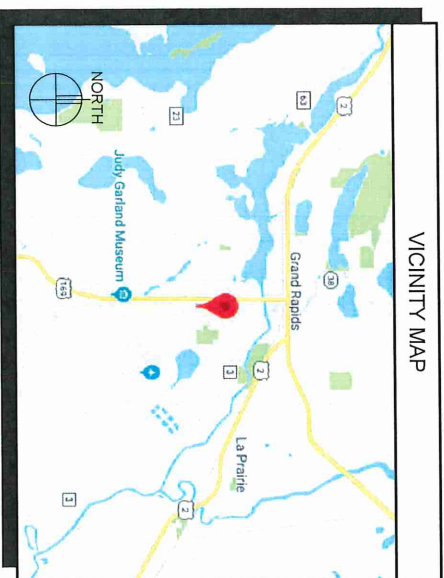
EXHIBIT "C"
to
WATER TOWER ANTENNA LEASE AGREEMENT

(Plans and Specifications)

[See Attached Nine (9) Pages]

Verizon

MN03 POKEGAMA
AWS



VICINITY MAP

- General Notes:
- In the event that Special Inspections are not performed in compliance with the contract terms, bid specifications and/or specified form, the Contractor will be liable for all delays, construction performance, failures, and corrective actions related to the same.
 - The following general notes shall apply to drawings and govern unless otherwise noted or specified.
 - The work defined in these drawings and described in the specifications shall conform to codes, standards and regulations that have jurisdiction in the state of MN, and the city of GRAND RAPIDS.
 - Requirements and regulations pertaining to R.F. safety codes and practices must be incorporated in the work even though they may not be listed individually and separately in either the drawings or the specifications.
 - Compare field conditions with architectural and engineering drawings. Any discrepancies shall be directed to the Architect for clarification prior to fabrication and/or construction. Submit necessary shop drawings prior to fabrication for approval by the Architect. Information or details on these sheets may be used without the permission of the owner or the architect.
 - Do not scale drawings! 11" x 17" drawings to scale 24" x 36" drawings scale multiply by 2.
 - Unless otherwise shown or noted, typical details shall be used where applicable.
 - Safety measures: The contractor shall be solely and completely responsible for the conditions of the job site, including safety of the workers and the general contractor's sub-contractors. The Architect or Engineer's job site review is not intended to include review of the adequacy of the contractor's safety measures.
 - Within these plans and specifications, "Owner" implies VERIZON WIRELESS.
 - The work is the responsibility of the general contractor unless noted otherwise.
 - The terms "contractor" and "contractor" refer to the owner's general contractor and the general contractor's sub-contractors. It is the general contractor's responsibility to determine the division of work among sub-contractors.
 - The general contractor is responsible in obtaining necessary public and private underground utility locate services prior to start of excavating / construction.

SHEET INDEX	
SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, MAPS, DIRECTIONS, AND SHEET INDEX
A-1	TOWER ELEVATIONS & NOTES
A-2	EQUIPMENT ROOM PLAN
A-3	EXISTING ANTENNA, COAX & TIA KEY AND COAX ENTRY DETAILS
A-4	PROPOSED ANTENNA, COAX, EQUIPMENT, & TIA KEY
A-5	MOUNTING PLANS, ONE-LINE DIAGRAM, AND COAX LAYOUT PLAN
A-6	ANTENNA/EQUIPMENT MOUNTING SECTIONS
A-7	MISC. PHOTOS
A-8	OUTLINE SPECIFICATIONS & WELDING NOTES

ISSUE SUMMARY		
REV	DESCRIPTION	SHEET OR DETAIL
C	ISSUED FOR LESSOR APPROVAL 07-14-15	ALL
0	ISSUED FOR BID CONSTRUCTION 07-23-15	ALL
1	ISSUED FOR REVIEW 08-14-18	ALL
2	ISSUED FOR LESSOR APPROVAL 05-14-18	ALL
3	ISSUED FOR LESSOR APPROVAL 08-24-18	ALL
4	ISSUED FOR LESSOR APPROVAL 08-27-18	ALL
5	ISSUED FOR BID/CONSTRUCTION 01-24-19	ALL

VERIZON WIRELESS DEPARTMENTAL APPROVALS		
JOB TITLE	NAME	DATE
RF ENGINEER	MICHAEL KOCH	5/14/2018
CONSTRUCTION ENGINEER	DOUGLAS FREDERICK	5/14/2018

LESSOR / LICENSOR APPROVAL		
SIGNATURE	PRINTED NAME	DATE
	JULIE KENNEDY	1/15/2019

LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW

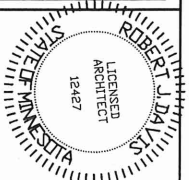
NO CHANGES. CHANGES NEEDED. SEE COMMENTS ON PLANS.

SITE LOCATION

CONTACTS	
LESSOR:	CITY OF GRAND RAPIDS
LESSEE:	VERIZON WIRELESS 10801 BUSH LAKE ROAD BLOOMINGTON, MN 55468 STEVE EDWARDS (612) 726-5377
ARCHITECT:	DESIGN 1 ARCHITECTS LLC 9973 VALLEY VIEW ROAD MINNETONKA, MN 55344 (952) 900-9299
STRUCTURAL ENGINEER:	HERZOG ENGINEERING 550 NORTH 3RD STREET, SUITE 230 MINNEAPOLIS, MN 55401 (612) 844-1234

PROJECT INFORMATION	
SITE NAME:	MN03 POKEGAMA
PROJECT NUMBER:	20181754002
SITE ADDRESS:	1007 SE 1ST AVE, SUITE B GRAND RAPIDS, MN 55744
COUNTY:	ITASCA
LATITUDE:	N 47° 13' 14.59"
LONGITUDE:	W 93° 31' 35.79"
GROUND ELEVATION:	1299.5' AMSL
ANTENNA TIP HEIGHT:	VARIES SEE ANTENNA KEY
ANTENNA CENTERLINE HEIGHT:	91' AGL
STRUCTURE HEIGHT:	124.7' AGL
OVERALL STRUCTURE HEIGHT:	147.3' AGL (APPROX)
GENERATOR ON SITE:	YES (N/ZN/WD/ISEL)
TOWER BUILT:	1989
BASED ON SPF DATED:	11-01-18
COAX RUNS:	*X- COAX RUN = (2) 1.56" LINES @ 185' EA EXISTING *Z- COAX RUN = (2) 1.56" LINES @ 245' EA EXISTING *T- COAX RUN = (2) 1.56" LINES @ 245' EA EXISTING *MISC. COAX = (9) 6R9U HYBRID CABLE (PROPOSED)

PROJECT DESCRIPTION:	
REMOVE:	(12) 1.56" COAX CABLES (6) PANEL ANTENNAS
PROPOSED:	(6) PANEL ANTENNAS (3) DIRT BOXES ON TOWER (3) DIRT BOXES IN SHELTER (3) DIRT BOXES IN SHELTER (6) 449' RADIUS (6) 8843' RADIUS (12) 2.50 X 15' TALL SCHED. 80 GALV MOUNTING PIPES



I hereby certify that the plan prepared by me or under my direct supervision and seal is in full compliance with the laws and regulations of the State of Minnesota.
ROBERT J. DALIS, Reg. No. 12427
Date: 01-24-19



9973 VALLEY VIEW RD.
MINNETONKA, MN 55344
(952) 900-9299
WWW.DESIGN1PFCOM



1007 SE 1ST AVE, SUITE B
GRAND RAPIDS, MN 55744
LOC. CODE # 253014

PROJECT
20181754002
MN03
POKEGAMA
AWS

1007 SE 1ST AVE., SUITE B
GRAND RAPIDS, MN 55744

SHEET CONTENTS:

CONTACTS

ISSUE SUMMARY

SHEET INDEX, APPROVALS

LESSOR APPROVAL

PROJECT INFORMATION

VICINITY MAP

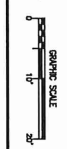
GENERAL NOTES

DRAWN BY: MLVTRD
DATE: 03-28-18

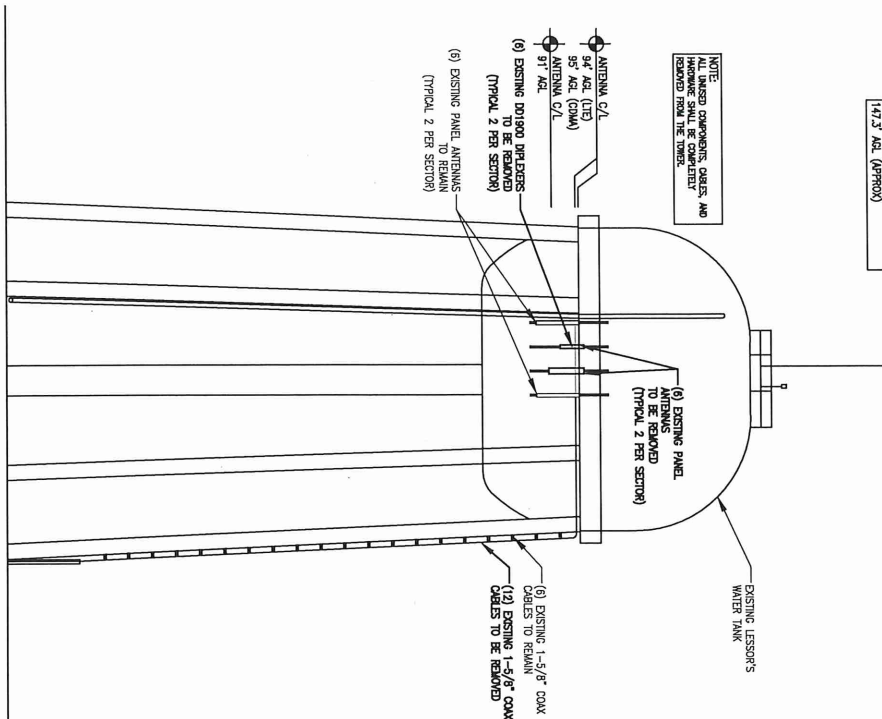
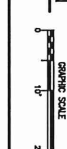
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REV. 1 05-14-18
REV. 2 05-14-18
REV. 3 08-24-18
REV. 4 08-27-18
REV. 5 01-24-19

T-1

1 EXISTING TOWER ELEVATION

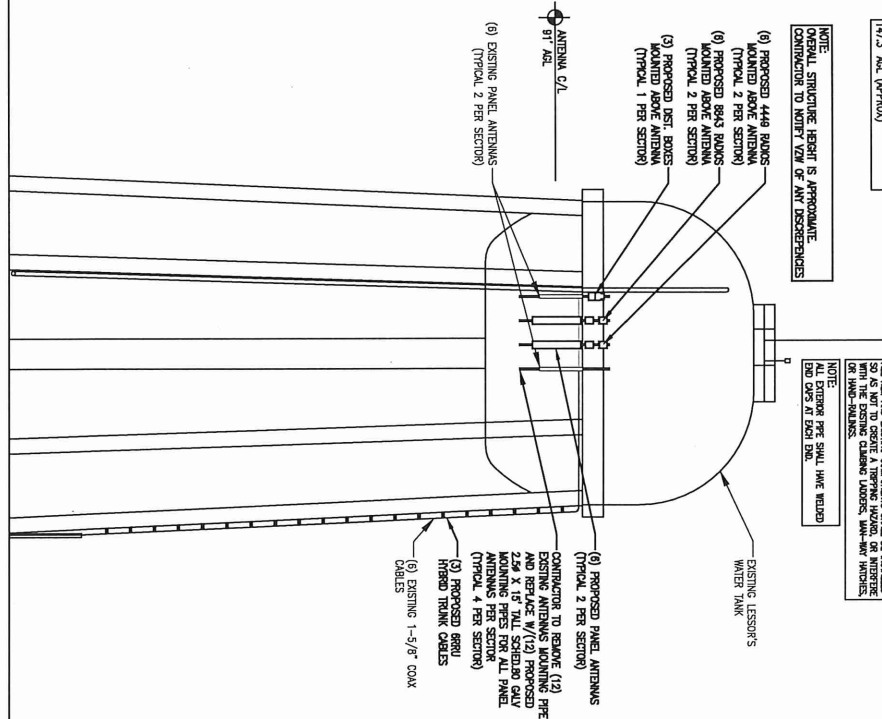


2 PROPOSED TOWER ELEVATION



OVERALL STRUCTURE HEIGHT:
147.3' AG. (APPROX)

NOTE:
REMOVED COMPONENTS, CABLES, AND HARDWARE SHALL BE COMPLETELY REMOVED FROM THE TOWER.



OVERALL STRUCTURE HEIGHT:
147.3' AG. (APPROX)

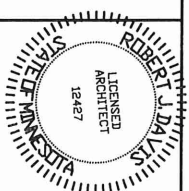
NOTE:
ALL STRUCTURE HEIGHT IS APPROXIMATE. CONTRACTOR TO VERIFY C/W/ OF ANY DISCREPANCIES.

NOTE:
ALL NEW AND EXISTING COMPONENTS SHALL BE INSTALLED TO BE SET TO SPECIFIC TYPICAL HEIGHTS. BE ADVISED OF ANY DISCREPANCIES BETWEEN THESE OR HARDWARE.

NOTE:
PROPOSED ANTENNAS, NETS, DIST. BOX & TRUSS CABLE TO BE INSTALLED IN ACCORDANCE W/ MOUNT ANALYSIS DATED 01-24-19 BY [Signature]. CONTRACTOR TO VERIFY THAT THE HEIGHTS OF THE EXISTING EQUIPMENT MATCH THE MOUNT ANALYSIS.

3 NOTES

	<p>9925 VALLEY VIEW RD. MINNETONKA, MN 55344 WWW.DESIGNHP.COM</p>	<p>DESIGN HP</p>	<p>1. I hereby certify that the plan, prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota, License No. 12427, Robert J. Davis, Inc. No. 12427</p>
<p>PROJECT 201817754002 LOC. CODE # 253014</p>	<p>MIND3 POKEGAMA AWS</p>	<p>1007 SE 1ST AVE., SUITE B GRAND RAPIDS, MN 55744</p>	<p>SHEET CONTENTS: TOWER ELEVATIONS NOTES</p>
<p>DRAWN BY: ML/VTRD DATE: 03-26-18 CHECKED BY: KMW REV. 0: 07-23-15 REV. 1: 05-14-18 REV. 2: 05-14-18 REV. 3: 08-24-18 REV. 4: 09-27-18 REV. 5: 01-24-19</p>	<p>A-1</p>		<p>NOTES</p>



I hereby certify that this plan, specification and contract documents were prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota, License No. 12427.

Robert J. Jays
 Robert J. Jays
 State
 01-24-19
 Date

DESIGN

8873 VALENTIEN RD.
 SUITE 200
 BLOOMINGTON, MN 55424
 (612) 802-9295
 WWW.DESIGNP.COM

verizon
 1081 BISHOP LAKE ROAD
 BLOOMINGTON, MN 55408
 (612) 726-8177

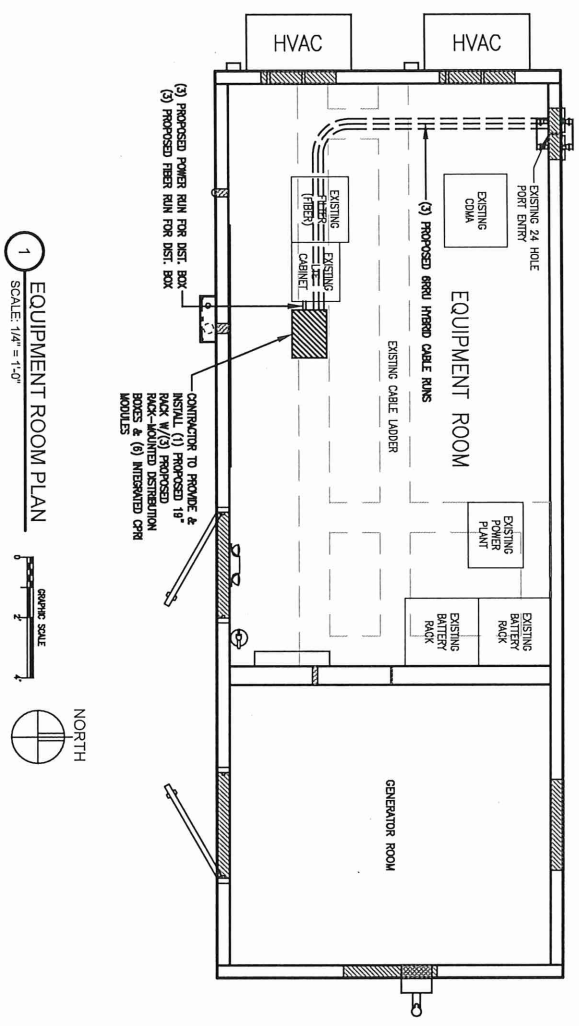
PROJECT
 20181754002
 LOC. CODE # 253014

MND3
 POKEGAMA
 AWS

1007 SE 1ST AVE, SUITE B
 GRAND RAPIDS, MN 55744
 SHEET CONTENTS:
 EQUIPMENT ROOM PLAN

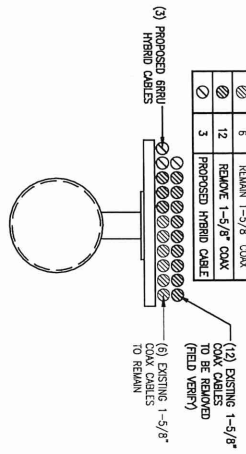
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REV. 3	08-24-18
REV. 4	09-27-18
REV. 5	01-24-19

A-2

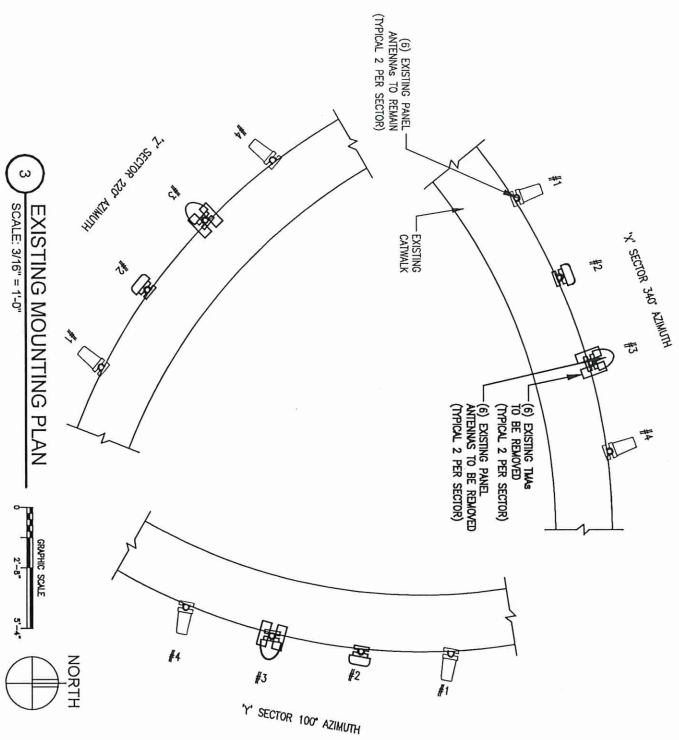


NOTE:
 THE CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, UNUSUAL CONDITIONS, AND STRUCTURES, AND DAMAGED PARTS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.

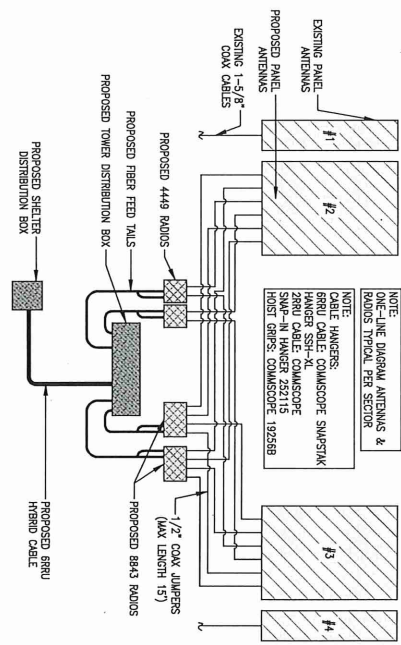
SYMBOL	QTY.	DESCRIPTION
⊗	6	REMAIN 1-5/8" COAX
⊘	12	REMOVE 1-5/8" COAX
⊙	3	PROPOSED HYBRID CABLE



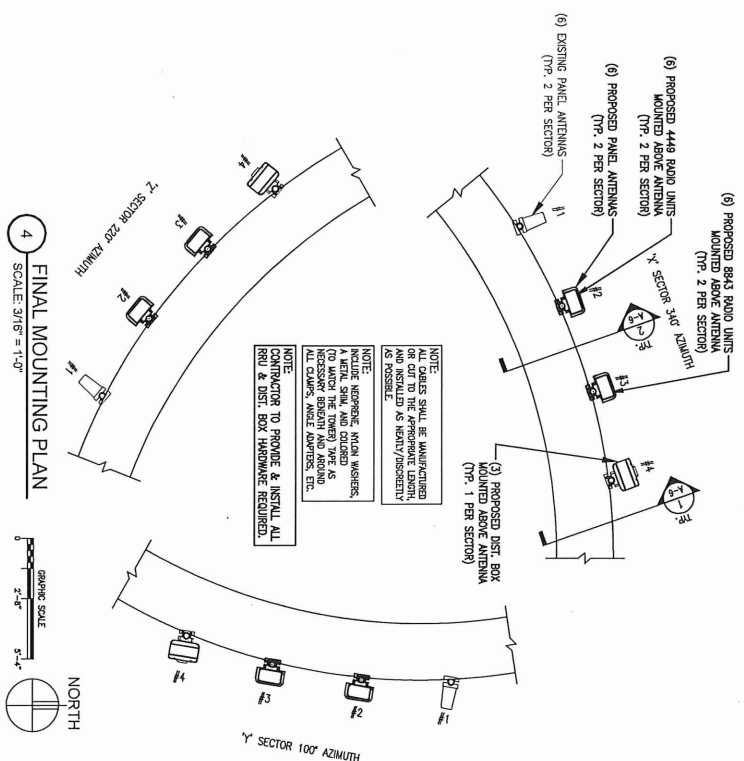
1 COAX LAYOUT PLAN
SCALE: NTS



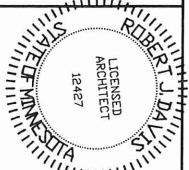
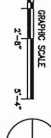
3 EXISTING MOUNTING PLAN
SCALE: 3/16" = 1'-0"



2 ONE-LINE DIAGRAM
SCALE: NTS



4 FINAL MOUNTING PLAN
SCALE: 3/16" = 1'-0"



I hereby certify that this plan, prepared by me or under my direct supervision, complies with the requirements of the State of Minnesota, and I am a duly Licensed Architect under the laws of the State of Minnesota. Robert J. Davis, Reg. No. 12447

Signature: *Robert J. Davis*
Date: 01-24-18

DESIGN
9273 WALKER AVE. N.W.
MINNETONKA, MN 55344
(952) 802-8288 FAX 952-802-8494
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verizon
1700 BUSH LANE ROAD
BLOOMINGTON, MN 55438
(612) 720-8277

PROJECT
20181754002
LOC. CODE # 2501-4

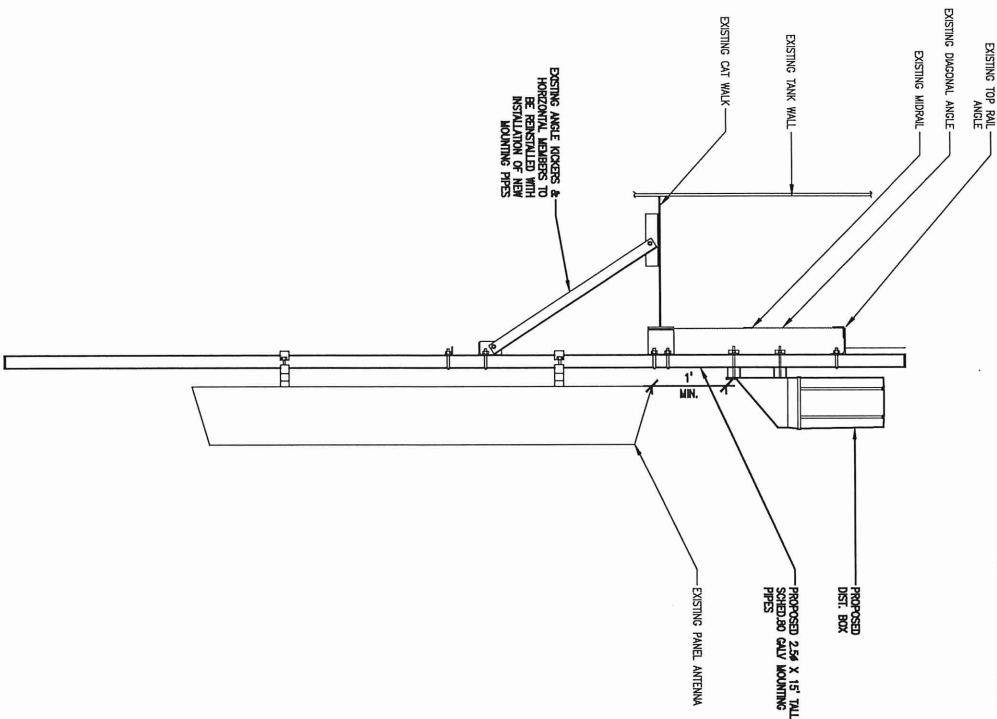
MNO3
POKEGAMA
AWS

1007 SE 1ST AVE., SUITE B
GRAND RAPIDS, MN 55714

SHEET CONTENTS:
ANTENNA MOUNTING DETAIL
ONE-LINE DIAGRAM
COAX LAYOUT PLAN

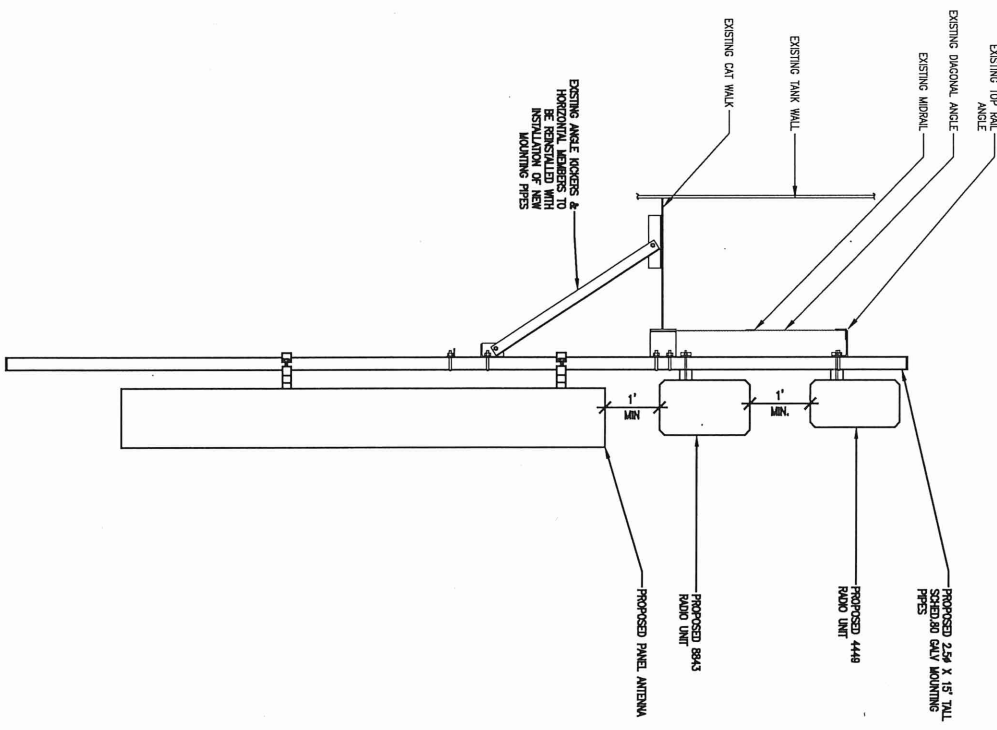
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DATE:	03-28-18
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REV. 1	05-14-18
REV. 2	05-14-18
REV. 3	08-24-18
REV. 4	08-24-18
REV. 5	01-24-18

A-5

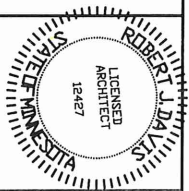


NOTE:
NO RELIANCE ON THE TOWER MIPRILL FROM INSTANT CONSTRUCTION SHALL BE TAKEN.

1 ANTENNA/EQUIPMENT MOUNTING SECTION
SCALE: 1/2" = 1'-0"



2 ANTENNA/EQUIPMENT MOUNTING SECTION
SCALE: 1/2" = 1'-0"



I hereby certify that the design, specification or contract documents prepared by me or under my direct supervision and seal are true and correct to the best of my knowledge and belief and that I am a duly Licensed Architect under the laws of the State of Minnesota.
Robert J. Davis, No. 14427, 1/2007

Signature: *Robert J. Davis*
Date: 01-24-18



8475 VALLEY VIEW RD
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1091 BISHOP LAKE ROAD
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PROJECT
20181754002
LOC. CODE # 253014

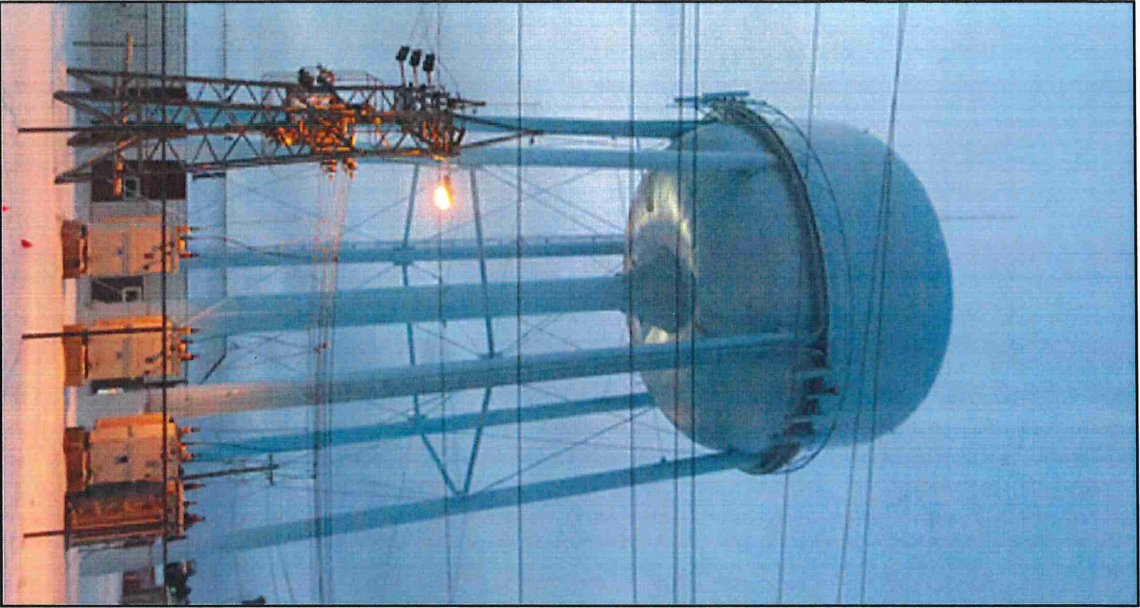
MIND3
POKEGAMA
AWS

1007 SE 1ST AVE., SUITE B
GRAND RAPIDS, MN 55714

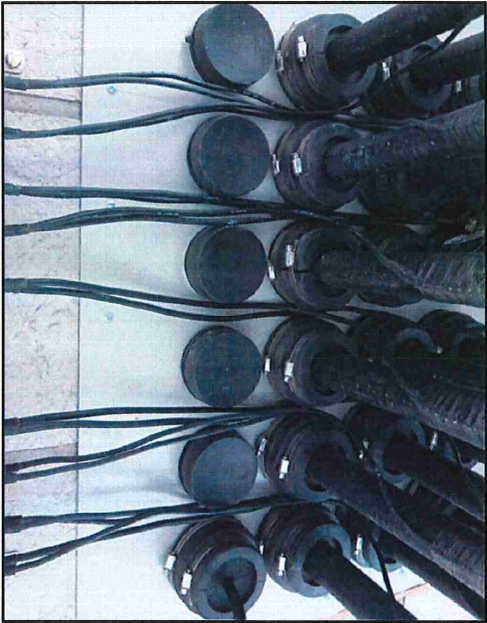
SHEET CONTENTS:
ANTENNA MOUNTING
SECTIONS

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DATE:	03-28-18
CHECKED BY:	KNVV
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REV. 1	05-14-18
REV. 2	05-14-18
REV. 3	08-24-18
REV. 4	08-24-18
REV. 5	01-24-18

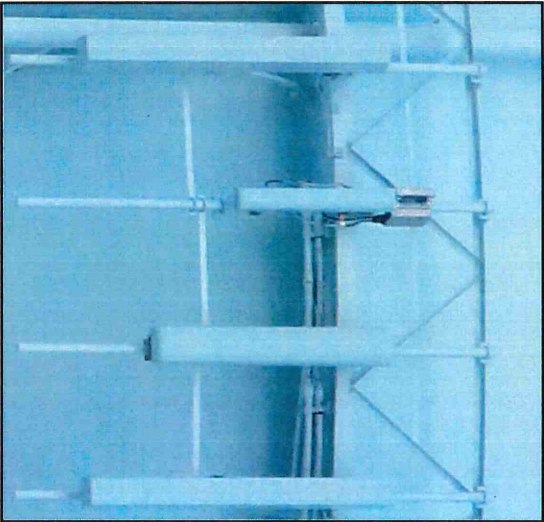
A-6



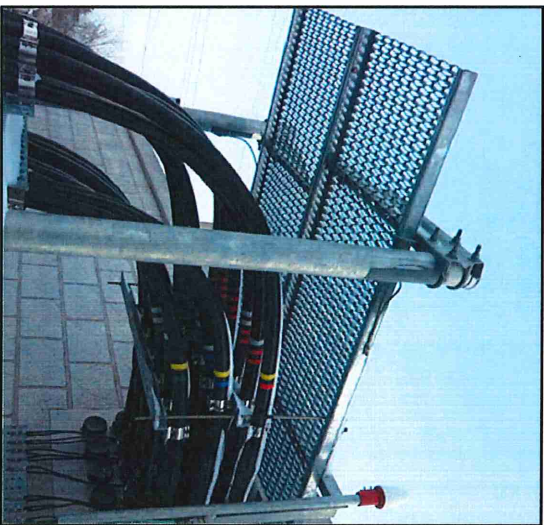
1 OVERALL TOWER PHOTO



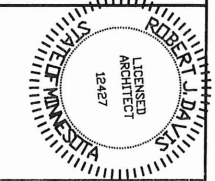
2 COAX ENTRY PHOTO



4 ANTENNA MOUNT PHOTO



3 CABLE BRIDGE PHOTO



I hereby certify that the plans prepared by me or under my direct supervision and that I am a duly Licensed Architect in and for the State of Minnesota.
 ROBERT J. DAVYS, Reg. No. 12427

Robert J. Davys
 Signature
 01-24-19
 Date



9873 VALLEY VIEW RD.
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 BLOOMINGTON, MN 55434
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1691 BISHOP LAKE ROAD
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PROJECT
 20181754002
 LOC. CODE # 235014

MN03
 POKEGAMA
 AWS

1007 SE 1ST AVE., SUITE B
 GRAND RAPIDS, MN 55744
 SHEET CONTENTS:
 MISC. PHOTOS

DRAWN BY:	MLVTRD
DATE:	03-26-19
CHECKED BY:	KMM
REV. 0	07-23-18
REV. 1	05-14-18
REV. 2	05-14-18
REV. 3	08-24-18
REV. 4	08-27-18
REV. 5	01-24-19

GENERAL CONDITIONS

- 00 0001 PERMITS
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES FROM THE CITY OF MILWAUKEE AND THE STATE OF WISCONSIN. OTHER PERMITS SHALL BE OBTAINED BY THE CONTRACTOR.
- 00 0002 SURVEY FEES
SURVEY SHALL BE FURNISHED BY THE ARCHITECT. LATENT SURVEY SHALL BE COORDINATED WITH THE SURVEYOR FOR RECORDS FOR QUOTE-1, (602).
- 01 0010 INSURANCE & BONDS
CONTRACTOR IS TO FURNISH INSURANCE CERTIFICATES FOR THESEVES AND SUBCONTRACTORS. CONTRACTOR WILL PROVIDE ANY REQUIRED BONDING. CONTRACTOR AGREES TO MAINTAIN THE POLICY FOR (1) ONE YEAR AFTER COMPLETION.
- 01 0400 SUPERVISION & COORDINATION
CONTRACTOR SHALL PROVIDE SUPERVISION THROUGHOUT THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND DEFENSE & INSTALLATION OF OWNER-FURNISHED ITEMS. CONTRACTOR'S RESPONSIBILITIES INCLUDE ASSIGNING & CONDUCTING OF UNDERGROUND UTILITIES LOCATES. CONTRACTOR SHALL COMPLY WITH MUNICIPAL, COUNTY, STATE AND/OR FEDERAL CODES, INCLUDING OSHA & MSHA.
- 01 0800 TESTING
CONTRACTOR IS RESPONSIBLE FOR PROVIDING AGENCIES WITH SUFFICIENT NOTICE TO ARRANGE FOR TEST SAMPLES (I.E. CONCRETE COLUMNS), AND FOR SPECIAL INSPECTIONS.
- 01 0900 MEETINGS
CONTRACTOR SHALL MAKE THEMSELVES AVAILABLE AND ATTEND MEETINGS WITH THE OWNER AND/OR ARCHITECT. CONTRACTOR IS TO ATTEND A PRE-CONSTRUCTION MEETING OF ALL PARTIES INVOLVED, PRIOR TO THE START OF CONSTRUCTION.
- 01 5100 TEMPORARY UTILITIES
CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A CLEAN AND ORDERLY MANNER. PROVIDING TEMPORARY SANITARY FACILITIES, WASTE DISPOSAL, AND SECURITY (FENCE AREA OR TRAFFIC MODULE).
- 01 5300 EQUIPMENT RENTAL
CONTRACTOR SHALL FURNISH EQUIPMENT NECESSARY TO EXECUTE WORK.
- 01 5900 FIELD OFFICES & SHEDS
CONTRACTOR SHALL PROVIDE SECURITY (FENCE AREA OR TRAFFIC MODULE) FOR TOOLS AND MATERIALS THAT REMAIN OVERNIGHT ON SITE.
- 01 7000 CLEAN UP & CLOSE OUT
CONTRACTOR SHALL CLEAN UP THE SITE TO THE SATISFACTION OF OWNER. CONTRACTOR SHALL COMPLETE THE ITEMS LISTED ON THE OWNER'S PUNCH LIST AND SHALL SWEETEN AND RETURN THE LIST TO WHICH BUSINESS SHALL BE GIVEN IN EDD NAK. A FULL SET OF DETAILED DRAWINGS (AS-BUILTS) ARE TO BE OPENED IN EDD ARCHITECT AT JOB COMPLETION AND SHOWN "CONSTRUCTION WORK COMPLETE MEMO" TO CONSTRUCTION ENGINEER.
- 01 8000 TRUCKS & VEHICLES
CONTRACTOR SHALL PROVIDE TRANSPORTATION FOR THEIR OWN PERSONNEL.
- 01 8300 TRAVEL TIME & PER DIEM
CONTRACTOR SHALL PROVIDE TRAVEL AND BOARD FOR THEIR OWN PERSONNEL, AND REIMBURSE TIME FOR TRAVELING TO & FROM JOB SITE.
- 01 9200 TAXES
CONTRACTOR SHALL PAY SALES AND/OR USE TAX ON MATERIALS AND TAXABLE SERVICES.

- 02 9000 LANDSCAPING
CONTRACTOR SHALL PROTECT TREE AREAS DAMAGED BY CONSTRUCTION BY PREPARING SOIL, SEEDING & WEEDING TO MAINTAIN GRASS SURVIVAL FOR 1 YEAR. CONTRACTOR SHALL PROTECT EXISTING LANDSCAPE ELEMENTS THAT ARE NOT IN THE SCOPE OF WORK. REASONABLE PRECAUTIONS SHALL BE TAKEN TO ASSURE THE HEALTH OF EXISTING TREES AND SHRUBBERY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND FEES FROM THE CITY OF MILWAUKEE AND THE STATE OF WISCONSIN. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND FEES FROM THE CITY OF MILWAUKEE AND THE STATE OF WISCONSIN. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND FEES FROM THE CITY OF MILWAUKEE AND THE STATE OF WISCONSIN. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND FEES FROM THE CITY OF MILWAUKEE AND THE STATE OF WISCONSIN.
- 05 0000 METALS
Contractor will furnish and install metal slopes and fabricated steel frames not specifically furnished by owner, and install frame-constructed metal roof to AWS standards. Fabrications shall be shop welded and galvanized before delivery to site unless noted otherwise.
Sheet slopes shall meet ASTM A36 and steel pipe ASTM A53 Grade B. Sheet slopes and fabrications shall be hot-dip galvanized per ASTM A153 with minimum thickness of 0.0156 inches per ASTM A153. Galvanizing shall be per ASTM A153. Field report of galvanizing coatings shall be per ASTM A153. Contractor shall ensure the existence of a 3/8" cable entry climb system.

- 09 9000 PAINTING
1.01 SUMMARY
A. Section includes painting and priming major work associated with the direct attachment to below main facilities.
1.02 REFERENCES
A. Society for Protective Coatings (SSPC): www.sspc.org
1. Volume 1: Shop Finishing Practices
2. Volume 2: Systems and Specifications
1.03 SUBMITTALS
A. Product Data: Submit data sheet for each coating system.
PART 2 PRODUCTS
2.01 MATERIALS
1. Manufacturer:
a. Sherwin Williams Company www.sherwin-williams.com
2. Sherwin Williams Company www.sherwin-williams.com
3. X-1-M Products www.x1mproducts.com
PART 3 EXECUTION
3.01 EXAMINATION
A. Visually evaluate surface preparation by comparison with pictorial standards of SSPC-SP-1-09.
3.02 PREPARATION
A. Remove all surface contaminants in accordance with SSPC-SP-1-09. Surface preparation shall be on surfaces to be coated with water-based coatings.
B. Clean and remove all rust, slag, weld spatter, weld scale, mill scale, and loose paint.
C. Protect areas adjacent to welding & or grinding operations to prevent damage of surrounding intact paint system.
D. Remove Metal: SSPC-SP6 Commercial Blast Cleaning
E. Demolished Steel: SSPC-SP7 Blast Off Paint
F. Abrasive Coats, Densified Coats, Non-metallic Substrates and Previously Painted Surfaces: Security to degree: SSPC-SP11 with a non-hydrocarbon solvent.
G. Surface profile shall be in accordance with manufacturer's product recommendation.
H. Re-blast all surfaces:
1. When re-blast has occurred.
2. That do not meet the requirements of these specifications.
3.03 APPLICATION
A. Coatings shall be applied in accordance with manufacturer's printed recommendations.
B. Surfaces to be coated shall be clean, dry, and free of oiling, dirt and contaminants at the time of application and while film is forming.
C. Finish coat shall be uniform in color and sheen without streaks, sags, runs, sags or missed areas.
D. Shop Priming: Top-off (2-1/2 inch minimum) surfaces that will be in the Hot-Affected-Zone during field welding.
E. Component Priming:
1. Inhibitor Exposed Ferrous Metal and Demolished Steel:
a. Product: Sherwin Williams Macropoxy 646 or Tarmec Series 161
1) Number of Coats: 2
2) Dry Film Thickness: 4.0-6.0 mils (per coat)
3) Color: By City
2. Exterior Exposed Ferrous Metal and Demolished Steel:
a. Product: Sherwin Williams Macropoxy 646 or Tarmec Series 161 or N89
1) Number of Coats: 1
2) Dry Film Thickness: 4.0-6.0 mils
3) Color: By City
b. Finish: Sherwin Williams Acodon 218 or Tarmec Series 10740/10750
1) Number of Coats: 1
2) Dry Film Thickness: 20-3.0 mils
3. Atlanta Coater:
a. Primer: Sherwin Williams Pre-Coat Primer
1) Number of Coats: 1
2) Dry Film Thickness: 2.0-4.0 mils
b. Finish: Sherwin Williams Sher-Coat HP4
1) Number of Coats: 1
2) Dry Film Thickness: 2.5-4.0 mils
3) Color: By City
4. Coastal Coats
a. Primer: X-1-M 1138
1) Number of Coats: 1
2) Dry Film Thickness: 2.0-3.0 mils
b. Finish: Sherwin Williams Sher-Coat HP4
1) Number of Coats: 1
2) Dry Film Thickness: 2.5-4.0 mils
3) Color: By City
3.04 REPAIR OF AREAS DAMAGED BY WELDING
A. Prepare the damage by one of the two following methods as directed by the Engineer:
1. Machine-blast to SSPC-SP8.
2. Mechanically clean to SSPC-SP11.
B. Feather edges to provide smooth coating transition.
C. Apply primer coat to bare metal surfaces.
D. Mask off rectangular area around prime coat.
F. Apply finish coat.
3.05 QUALITY CONTROL
A. Measure dry film thickness with a magnetic film thickness gage in accordance with SSPC-PA2
B. Visually inspect dried film for runs, sags, dry spray, overspray, embedded particles and missed areas.
C. Repair defective or damaged areas in accordance with Articles 3.02 and 3.03.
3.06 EXTERIOR SURFACE REPAIR AND RE-COATING
1. Spot prime and finish coat applied areas as specified by manufacturer. The coating system shall match the existing coating system on the tower. The exterior primer shall be Tarmec Hi-Build Epoxyless Series 66 or Tarmec-Foamco Series 161, 4.0-6.0 mils DFT. The exterior intermediate coat shall be Tarmec Hi-Build DFT of Epoxyless Series 66 or Tarmec-Foamco Series 161, 4.0-6.0 mils DFT. The top coat shall be Tarmec Hi-Build DFT of Epoxyless Series 66 or Tarmec-Foamco Series 161, 4.0-6.0 mils DFT. The total dry film thickness including the primer and the finish coat shall be 11 mils minimum - 17.0 mils maximum. The primer and the finish coat shall be applied in accordance with the coating at, any individual spot location shall be 12.5 mils. Color shall match the existing coating to the city's satisfaction. Color deviations shall be obtained from the paint manufacturer for the reservoir owner to confirm color selection(s).
2. Exterior coating shall be by brush and roller only.

- AND SEC. 11: INSPECTION TESTING.
- ALL WELDING MATERIALS SHALL BE IN ACCORDANCE WITH AWWA D100 SEC. 2 MATERIALS.
- ALL ANCHORAGE SHALL BE IN ACCORDANCE WITH AWWA D100 SEC. 3.2: ANCHORAGE.
- ALL WELDS TO THE TANK SURFACE SHALL BE MADE WITH E7018 LOW HYDROGEN ROD AND SHALL BE SMOOTH AND FREE OF BURRS AND UNDERCUTS. REPAIRS TO ALL WELDS SHALL BE REPAIRED AS REQUIRED TO MEET AWWA D100 REQUIREMENTS.
- NO WELDING SHALL BE DONE WHEN THE AMBIENT TEMPERATURE IS BELOW 32 ARE FOLLOWED.
- NO WELDING OVER COATED STEEL SURFACES. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL COATINGS BEFORE WELDING. ALL WELDS THAT ARE REPAIRED SHALL BE REPAIRED AS REQUIRED TO MEET AWWA D100 REQUIREMENTS.
- THE CONTRACTOR SHALL SUPPLY THE SPECIAL INSPECTOR WITH THE NEAREST PROCEDURES QUALIFICATION AND WELDERS CERTIFICATE PRIOR TO THE START OF ANY WELDING.
- WELDING TO THE TANK OR ACCESS TUBE OPPOSITE THE WATER LEVEL IS NOT PERMITTED. THE WATER LEVEL SHALL BE DRAIN DOWN TO A LEVEL TWO FEET BELOW THE POINT OF WELDING.
- WELDING MAY CAUSE BLEEDING OF THE INTERIOR PAINT OPPOSITE TO THE WELD. UNPAINTED SURFACES SHOULD BE TOUCHED UP WHEN THE TANK IS TAKEN OUT OF SERVICE FOR ITS ANNUAL INSPECTION. EXTERIOR PAINT DAMAGE SHALL BE REPAIRED AFTER COMPLETION OF THE INTERIOR PAINT SYSTEM.
- QUALIFIED COMPANIES SHALL NOT BE WELDED PRETTY TO THE TANK SURFACE. OTHER QUALIFIED SURFACES SHALL BE PROVIDED FREE OF GALVANIZING BEFORE WELDING.
- TUBULAR COLUMNS ARE HERMETICALLY SEALED AND MUST NOT BE BREACHED (PUNCTURED) UNDER ANY CIRCUMSTANCES.
- NO WELDING OVER COATED STEEL SURFACES. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL COATINGS BEFORE WELDING. ALL WELDS THAT ARE REPAIRED SHALL BE REPAIRED AS REQUIRED TO MEET AWWA D100 REQUIREMENTS.
- NO OVERLAP OR SPURGE WELDING (TWO WELDING) SHALL BE ALLOWED UNLESS APPROVED BY THE CITY.

DESIGN

875 VALLEY VIEW RD.
MILWAUKEE, WI 53214
(414) 224-4488
WWW.DESIGNER.COM

verizon

1400 RESERVE ROAD
EAGLE CREST, WI 53009
(878) 724-8477

ROBERT J. DAVIS

LICENSED ARCHITECT
12427

PROJECT

20181754002

LOC CODE # 238014

POKEGAMA AWS

1007 SE 1ST AVE - SLUITE B
GRAND RAPIDS, MN 55744

DRAWN BY: MLY/VRD

DATE: 03-26-18

CHECKED BY: KMM

REV. 1: 05-14-18

REV. 2: 05-14-18

REV. 3: 08-24-18

REV. 4: 09-27-18

REV. 5: 01-24-19

SHEET CONTENTS:

OUTLINE SPECIFICATIONS

WELDING NOTES

A-8

EXHIBIT "D"

INTENTIONALLY DELETED

Exhibit E
Performance Bond

[See Attached]

TOWER / STRUCTURE / ANTENNA/ EQUIPMENT REMOVAL BOND

Bond #107334802

Site Name: MN03 Pokegama
Site Location: See 3204 East River Road, Medora, ND 58645
Verizon Project #: Expense
Verizon Tower Location Code: 253014

KNOW ALL MEN BY THESE PRESENTS, THAT, Rural Cellular Corporation dba Verizon Wireless, One Verizon Way, Basking Ridge, NJ, 07920, as Principal, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut, as Surety, are held and firmly bound unto Grand Rapids Public Utilities Commission PO Box 658 – 500 SE 4th Street, Grand Rapids, MN 55744, as Obligee, in the sum of Thirty Thousand and 00/100 (\$30,000.00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS the Principal has entered into a written agreement with the property owner for the placement of a tower(s), structure(s), antenna(s), and/or equipment furnishing telephone, television or other electronic media service, which agreement sets forth the terms and conditions which govern the use of such tower(s), structure(s), antenna(s), and/or equipment and which agreement is hereby specifically referred to and made part hereof, and

WHEREAS, the Obligee requires the submission of a bond guaranteeing the maintenance, replacement, removal or relocation of said tower(s), structure(s), antenna(s), and/or equipment.

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid ordinance and/or agreement, and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to maintenance, replacement, removal or relocation of a tower(s), structure(s), antenna(s), and/or equipment, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

THIS BOND may be cancelled by Surety by giving thirty (30) days written notice to the Obligee by certified mail. Such cancellation shall not affect any liability the Surety may have or incurred under this bond prior to the effective date of the termination. Provided that no action, suit or proceeding shall be maintained against the Surety on this bond unless action is brought within twelve (12) months of the cancellation date of this bond.

THIS BOND signed, sealed, dated on the 3rd day of June, 2022. This bond is effective the 3rd day of June, 2022.

Rural Cellular Corporation dba Verizon Wireless
Principal

By: _____

Travelers Casualty and Surety Company of America
Surety

By: Brittany D. Stuckel
Brittany D. Stuckel, Attorney-In-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Brittany D. Stuckel of St. Louis, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of June, 2022.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Exhibit F

Amended Memorandum of Lease

This Instrument Was Prepared By
and When Recorded Mail to:
Patrick C. Pope, Esq.
Baker Donelson, Bearman, Caldwell & Berkowitz, PC
1600 West End Ave., Suite 2000
Nashville, Tennessee 37203

**MEMORANDUM OF REPLACEMENT
WATER TOWER ANTENNA LEASE AGREEMENT**

This Memorandum of Replacement Water Tower Antenna Lease Agreement (“**Memorandum**”) is entered into this _____ day of _____, 20____, by and between **Grand Rapids Public Utilities Commission**, a Minnesota Municipal Corporation, with a mailing address of 500 Southeast Fourth Street, Grand Rapids, Minnesota 55744 (“**LESSOR**”) and **Rural Cellular Corporation d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“**LESSEE**”). The LESSOR and LESSEE are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

WHEREAS, LESSOR is the fee owner of a parcel of property located at 1007 Southeast First Avenue, Grand Rapids, Minnesota (the “**Property**”) described in Attachment 1 to the Original Memorandum (hereinafter defined), and as similarly reflected in **Attachment 1-A** hereto; and

WHEREAS, LESSOR leased a portion of the Property and certain rights of access and for placement of utilities (the “**Premises**”) to LESSEE pursuant to the Lease for Communications Facility and Limited Use of Water Tower dated May 9, 2012, as may have been amended (the “**Previous Agreement**”), memorialized by the Memorandum of Agreement dated May 9, 2012 (the “**Original Memorandum**”), recorded as Instrument No. A000664602, in the Office of the Recorder of Itasca County, Minnesota; and

WHEREAS, the Parties entered into a Replacement Water Tower Antenna Lease Agreement of even date herewith (the “**New Agreement**”), which, among other things, extends the Term of the Original Agreement, and therefore, LESSOR and LESSEE wish to amend the Original Memorandum to reflect the modifications.

NOW, THEREFORE, for and in consideration of the covenants and promises of the parties set forth herein and in the Agreement and the Amendment, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are expressly acknowledged by the parties, LESSOR and LESSEE agree and acknowledge for themselves and their respective successors and assigns, as follows:

1. The New Agreement has a term of five (5) years, which may be extended for one (1) additional five (5) year term.

2. This Memorandum contains only selected provisions of the New Agreement, and reference is made to the full text of the New Agreement, for the full terms and conditions. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the New Agreement.

[Signature Pages Follow]

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

LESSOR:

Grand Rapids Public Utilities Commission

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

LESSEE:

**Rural Cellular Corporation
d/b/a Verizon Wireless**

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned officer, personally appeared _____, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the _____ of **Grand Rapids Public Utilities Commission**, and affirmed that, being duly authorized, he/she executed the foregoing instrument on behalf of **Grand Rapids Public Utilities Commission** for the purposes therein contained.

Witness my hand and seal, this _____ day of _____, 20__.

NOTARY PUBLIC

Printed Name: _____

My Commission Expires:

[SEAL]

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned officer, personally appeared _____, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the _____ of **Grand Rapids Public Utilities Commission**, and affirmed that, being duly authorized, he/she executed the foregoing instrument on behalf of **Grand Rapids Public Utilities Commission** for the purposes therein contained.

Witness my hand and seal, this _____ day of _____, 20__.

NOTARY PUBLIC

Printed Name: _____

My Commission Expires:

[SEAL]

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned officer, personally appeared _____, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the _____ of **Rural Cellular Corporation d/b/a Verizon Wireless**, and affirmed that, being duly authorized, he/she executed the foregoing instrument on behalf of **Rural Cellular Corporation d/b/a Verizon Wireless** for the purposes therein contained.

Witness my hand and seal this ____ day of _____, 20__.

NOTARY PUBLIC

Printed Name: _____

My Commission Expires:

[SEAL]

EXHIBIT 1-A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY:

Lots Ten (10), Eleven (11) and Twelve (12), Block Three (3), Crowder Addition to Grand Rapids according to the plat thereof on file and of record in the office of the Register of Deeds of said County and State.

AND BEING the same conveyed in the Deed recorded at A000258868 in the Register of Deeds office of Itasca County, Minnesota.

