

GROUND LEASE AGREEMENT

Between

City of Long Lake, a Minnesota municipal corporation

and

DISH Wireless, LLC, a Colorado limited liability company

Dated: \_\_\_\_\_, 2023

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Agreement" or this "Lease"), is effective as of the latter signature date hereof (the "**Effective Date**") between the City of Long Lake, a Minnesota municipal corporation located at 450 Virginia Avenue, Long Lake, Minnesota 55356 ("Landlord") and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Tenant") Landlord and Tenant are sometimes collectively referred to herein as the "parties" or each a "party".

WHEREAS, Landlord is the owner of certain real property located at 1345 West Wayzata Boulevard in Hennepin County, Minnesota, legally described in **Exhibit A** attached hereto (the "Subject Property"); and

WHEREAS, Landlord has entered into that certain Site Lease Agreement, dated June 18, 2002, in which a portion of the Subject Property is currently being leased to the successors in interest to Sprint Spectrum L.P., a Delaware limited partnership (such successors the "Tower Tenant" and such agreement the "Sprint Lease Agreement") for the purposes of maintaining and implementing Antenna Facilities, as defined therein; and

WHEREAS, pursuant to the Sprint Lease Agreement, the Tower Tenant is currently leasing a portion of the Subject Property, legally described in **Exhibit B** (the "Sprint Leased Property") through June 17, 2027; and

WHEREAS, the Sprint Lease Agreement contemplates potential colocation of additional providers on the Subject Property and specifies that any collocating tenant must agree to lease terms with the Tower Tenant for the lease of any space on the Antenna Facilities, and must separately agree to lease terms with Landlord for the lease of any additional ground space at or adjacent to the Subject Property; and

WHEREAS, Tenant intends to colocate on the above described Antenna Facilities on the Subject Property and desires to lease from Landlord additional ground space on the Subject Property totaling approximately thirty (30) square feet, (such ground space the "Leased Premises"); and

WHEREAS, Landlord is willing to lease to Tenant the Lease Premises, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Agreement, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of the Subject Property, specifically described in **Exhibit C** (the "Leased Premises"), located in the City of Long Lake, in the County of Hennepin, State of Minnesota. Maintenance of the Leased Premises shall be the responsibility of Tenant. The rights conferred within the portion of the Leased

Premises identified in **Exhibit C** as "Proposed Access/Utility Easement" shall be non-exclusive, shall be limited to the term of this Agreement, and Tenant's use of such easement areas shall be limited to use for access and utility purposes related to the purpose and intent of this Agreement. The rights conferred within the portion of the Leased Premises identified in **Exhibit C** as "Proposed Utility Easement" shall be non-exclusive, shall be limited to the term of this Agreement, and Tenant's use of such easement areas shall be limited to use for utility purposes related to the purpose and intent of this Agreement. Landlord shall have no obligation to maintain any portion of the Leased Premises for Tenant and the parties specifically agree (without limitation) that Landlord shall have no obligation to remove snow or ice from any portion thereon, whether inside or outside of the established fencing on the Subject Property.

2. Term.

- a. The term of this Agreement shall commence on the first (1<sup>st</sup>) day of the month following the commencement of Tenant's Installation (the "Commencement Date") and shall end on the fourth anniversary of the Commencement Date, unless terminated earlier, pursuant to the terms herein ("the Initial Term").
- b. Tenant's right to lease the Leased Premises is contingent upon the Sprint Lease Agreement being in full force and effect at all times during the term. In the event that the Sprint Lease Agreement is cancelled, terminated, or expires during the term of this Agreement, this Agreement shall also cancel, terminate or expire on the same date.
- c. Provided the Sprint Lease Agreement is in full force and effect, the Initial Term shall automatically be extended for up to four (4) additional five (5) year terms (each 5-year term, a "Renewal Term") unless Tenant elects, in Tenant's sole and absolute discretion, to terminate the lease at the end of the then-current term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current term.

3. Rent.

- a. Commencing on the Commencement Date, the rent payable from Tenant to Landlord pursuant to the Agreement shall be four hundred dollars and no cents (\$400.00) per month (the "Rent"). Rent shall increase by three percent (3%) annually, with such escalation annually commencing on the anniversary of the Commencement Date.
- b. Time of Payments. The Rent shall be paid monthly, by the fifth (5<sup>th</sup>) day of each month of the year. Tenant shall pay a late fee of \$100.00 if the Rent is not paid within the first fifteen (15) days of each month of the year. Tenant and Landlord agree that the first Rent payment (the "Initial Rent Payment") shall be made within sixty (60) business days of the Commencement Date, with subsequent Rent payable

by the fifth day of each month. The Initial Rent Payment shall include all Rent due from the Commencement Date to the date of payment.

- c. Taxes. In addition to the annual rent, Tenant further agrees to timely pay its pro rata share of any real estate taxes or personal property taxes as a result of this Lease, in lieu of real estate taxes required by any governmental body having jurisdiction over the Property, following receipt of an invoice for such taxes together with reasonable supporting documentation evidencing the amounts owed that are directly attributable to Tenant's equipment or Tenant's use and occupancy of the Leased Premises. Tenant shall have the right, at its sole option and sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant'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. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Landlord will pursue, or provide Tenant with authority to pursue, such dispute at Tenant's sole cost and expense upon written request of Tenant.
- d. Miscellaneous. Tenant shall reimburse Landlord for all reasonable actual costs associated with preparing and reviewing this Agreement and approving Tenant's application, including but not limited to all attorneys' fees, staff, and administrative review time and third party consultant fees and expenses. All undisputed fees and invoices must be paid within 30 days after Landlord sends Tenant an invoice for the same together with reasonable supporting documentation evidencing such fees (the substance and form of which shall be reasonably satisfactory to Tenant). Should Tenant reasonably dispute any portion of an invoice, Tenant shall provide written notice of the dispute to Landlord, within thirty (30) days of receipt, or such dispute shall be deemed waived. Tenant shall promptly and timely pay all undisputed portions of any invoice. This process for addressing disputed invoices shall be referred to in this Agreement as the "Invoice Dispute Procedure". Landlord may utilize an Escrow Agreement to facilitate the reimbursement process which Escrow Agreement shall be in a form and substance acceptable to Landlord. The Parties hereby acknowledge that Tenant has already paid to Landlord escrow in the amount of Five Thousand and No/100 Dollars (\$5,000.00) for review of this Agreement and evaluation of Tenant's proposed construction.

4. Governmental Approval Contingency.

- a. Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority

("Governmental Approvals") as well as Tenant's obtaining written consent from the Tower Tenant.

- b. Non-approval. In the event that any application necessary under Subparagraph 4(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is cancelled, expires, lapses, or otherwise withdrawn or terminated by any Governmental authority or by Tower Tenant so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate the Lease. However, Tenant shall reimburse Landlord for any actual costs incurred in the review of the application pursuant to Subparagraph 3(d) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt, or on such later date as specified in the notice by Tenant.

5. Tenant's Use.

- a. User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Agreement is in effect, and Tenant's use shall be subordinate accordingly:
1. Landlord's use, solely as it has to do with public safety, law enforcement, fire, and ambulance services;
  2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
  3. Other governmental agencies where use is related to public safety.
  4. Landlord's other uses established prior to any new or adjusted use by Tenant.
  5. Tower Tenant's use.
  6. Tenant's use.

Except for the priority users listed above, Landlord agrees that Landlord will not cause interference that is measurable in accordance with industry standards to the then existing equipment of Tenant.

- b. Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating Landlord-approved communications facilities for providing radio and wireless telecommunication services, which Tenant is legally authorized to provide to the public. Landlord and Tenant shall comply with all applicable ordinances, statues and regulations of local, state and federal government agencies. Tenant further agrees to be bound by any applicable ordinances, statutes and regulations which are enacted after execution of this Agreement.
- c. Construction. Tenant may install wireless facilities and supporting ground equipment in accordance with the previously approved plans and specifications,

captured in **Exhibit D** (the "Communication Facilities") and shall comply with all applicable zoning and permitting requirements.

- d. Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Communication Facilities on the Leased Premises in accordance with good engineering practices, and with all applicable FCC rules and regulations. Tenant shall provide thirty (30) days' written notice to Landlord of any proposed structural design modifications to the Communication Facilities along with related plans and specifications. Any damage done to the Leased Premises or other Landlord or Tower Tenant property during modification or during operations, shall be repaired at Tenant's expense as soon as reasonably possible and within sixty (60) days after notification of damage. The Communication Facilities shall remain the exclusive property of the Tenant, unless transferred to Landlord.
- e. Maintenance, Improvement Expenses. All modification to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including structures, antenna, transmission equipment, facilities and other equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's or Tower Tenant's facilities on or adjacent to the Leased Premises, and secured by Tenant.
- f. Replacements, Updates, and Modifications. Tenant may not add to or alter the Communication Facilities set forth in **Exhibit D** without providing written notice of the same to Landlord, obtaining Landlord's written consent, and complying with all applicable zoning and permitting requirements. Tenant shall notify and provide detailed plans and specifications to Landlord for any such proposed modification of use, together with any other information reasonably requested by Landlord regarding such requested modification, including but not limited to, a technical study, if applicable, carried out at Tenant's expense. Tenant agrees to reimburse Landlord, within thirty (30) days of receipt of an invoice from Landlord, for all undisputed costs incurred by Landlord in connection with any review of such request, including but not limited to plan review, structural review, site meetings, inspection time, and as-built updating because of Tenant's changes, including attorneys' fees for drafting and/or reviewing documents. Tenant shall follow the above-defined Invoice Dispute Procedure to address any disputed portions of an invoice. Landlord may require Tenant to post an escrow to cover anticipated costs of Landlord's review and utilize an escrow agreement to facilitate the reimbursement process. Such an escrow agreement shall be in a form and substance acceptable to Landlord. Landlord shall have no obligation to commence review until any required escrow is posted by Tenant. Landlord shall not unreasonably withhold consent for, nor charge additional rent for, any modification proposals which replace or alter the Communication Facilities in such a way that satisfies all of the following: The modification 1) is compliant with all applicable law; and 2) does not encroach upon other real or personal property; and 3) does not expand, intensify, or alter the Communication Facilities to occupy more or new space, volume, or effective project area; and 4) is not of greater height or weight, nor does

it decrease Landlord's leasable space on the Subject Property (such a proposed modification a "Like-for-Like Modification"). If Landlord reasonably determines that a proposed modification does not qualify as a Like-for-Like Modification, Landlord shall retain full, unqualified and sole discretion to approve or deny the application and charge additional rent for the same. If Landlord consents to Tenant's use of additional property or structural design or equipment modifications or improvements, the parties will negotiate the amount of additional rent, if any, for the additional use. If the Landlord consents, the parties will also facilitate the exchange and review of as-built drawings and construction plans in a manner and form prescribed by Landlord. Landlord will use commercially reasonable efforts to timely review and process Tenant's modification applications.

- g. Drawings. Upon written request by Landlord, Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Communication Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Communication Facilities actually placed on the Leased Premises.
- h. No Interference. Tenant 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 reasonably suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord.
- i. Access, Notice. Tenant, at all times during this Agreement but subject to the consent of Tower Tenant, shall have access to the Leased Premises in order to install, operate and maintain its Communication Facilities, subject to the terms of this Agreement and applicable federal, state, and local law. Tenant shall notify Landlord and Tower Tenant of scheduled work to the Communication Facilities at least forty-eight (48) hours in advance of the start of the scheduled work. In the case of the need for emergency work to the Communication Facilities, Tenant shall notify Landlord as soon as practicable after commencement of the work.
- j. Payment of Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and the Antenna Facilities and shall promptly pay all costs associated therewith.
- k. Noise. All Communication Facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to nearby properties and be in compliance with applicable State and local noise abatement standards as may be amended from time to time. All generators on the Property must be certified to meet State and local emissions standards and include sound attenuation and enclosure, as well as secondary fuel containment. Tenant will, at its own expense, install noise mitigation equipment or a buffer to meet State noise standards, if necessary.

6. Emergency Facilities. In the event of a natural or manmade disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Communication Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Tenant obtains written approval from Landlord, which written approval shall not be unreasonably withheld, conditioned or delayed.
  
7. Defense and Indemnification.
  - a. General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Agreement arising from Tenant's installation, maintenance, and operation of its Communication Facilities or Tenant's use of the Leased Premises, except those which arise from the negligence, willful misconduct, of Landlord. Tenant shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Communication Facilities, equipment and related facilities on the Leased Premises. Landlord agrees to defend, indemnify and hold Tenant and its officers, employees, agents, and representatives harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of Landlord's use of the Leased Premises except those which arise from the negligence, willful misconduct, or other fault of Tenant.
  
  - b. Hazardous Materials. Without limiting the scope of Subparagraph 7(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorneys' fees and costs, to the extent resulting from Tenant's violation of any applicable environmental or employee health and safety laws or to the extent that Tenant causes a release of any Hazardous Materials. For purposes of this Agreement, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to CERCLA. Notwithstanding the foregoing, Tenant will not be liable for any Hazardous Materials on the Leased Premises that were present prior to the Effective Date. Landlord will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Landlord's introduction of Hazardous Materials to the premises.
  
  - c. Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not illegally store or dispose of on the



Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. The obligations of this Section 7 shall survive the expiration or other terminations of this Agreement. Tenant shall be allowed to store reasonable quantities of batteries in good working order which are not damaged, leaking, or otherwise compromised on the Leased Premises to provide backup power to Tenant's equipment on the Subject Property.

8. Insurance.

- a. Worker's Compensation. Tenant must maintain Workers' Compensation insurance in compliance with all applicable state statutory limits. The policy shall also provide Employer's Liability coverage with limits of not less than \$1,000,000 bodily injury each accident, \$1,500,000 bodily injury by disease, policy limit, and \$1,000,000 bodily injury by disease, each employee. These limits may be satisfied by a combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy is no less than the underlying workers' compensation insurance.
- b. General Liability. Tenant must maintain an occurrence form Commercial General Liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage – broad form, and personal injury for the hazards of premises/operation, broad form contractual, independent contracts, and products/completed operation.

Tenant must maintain aforementioned Commercial General Liability Coverage with limits of liability not less than \$1,500,000 each occurrence; \$1,500,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy is no less than the underlying commercial general liability coverage.

The City of Long Lake will be named as Additional Insured. Additional insured coverage shall apply as Primary insurance and Non Contributory with respect to the City of Long Lake. Additionally, Landlord requires that Tenant carry completed operations insurance per Minnesota statute. Any contractor retained by Tenant shall obtain from its insurers a waiver of subrogation in favor of the City of Long Lake with respect to losses arising out of or in connection with any work to be performed on the Leased Premises.

- c. Automobile Liability. Tenant must carry automobile liability coverage. Coverage shall afford total liability limits for bodily injury liability and property damage liability in the amount of \$1,500,000 per accident. The liability limits may be

afforded under a Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of ridges afforded by the Umbrella Excess Policy is no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for bodily injury and property damage for the ownership use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists' coverage.

- d. Tenant's Property Insurance. Tenant must keep in force during the term of this Agreement a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
  
- e. Additional Insured – Certificate of Insurance. Tenant shall provide, upon written request by Landlord, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better) by Best Insurance Guide, licensed to do business in the state of Minnesota, which includes all coverages required in this Section 8. Tenants will name Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The certifications shall also provide the coverage may not be cancelled without 30 days' prior written notice to Landlord. Failure to maintain all of the insurance policies required by this Section 8 shall amount to a material breach of Tenant's obligations under this Agreement and shall empower Landlord to terminate the Agreement immediately and without cost to Landlord. In the event of a non-renewal or material change to the policies required by this Section 8, Tenant shall provide to Landlord 30 days' written notice of this event and an updated certificate of insurance demonstrating the required coverage.
  
- f. Waiver of Claims; Subrogation. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage that may occur to the Leased Premises or the Subject Property or any improvements thereto, or any property of such party therein, by reason of fire or any other cause which could be insured against under the terms of standard fire and extended coverage (all-risk) insurance policies, regardless of cause or origin, including fault or negligence of the other party hereto, or anyone for whom such party may be responsible. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party hereto in connection with damage covered by such policy. The releases in this Section 8 will be effective whether or not the loss was actually covered by insurance. Tenant assumes all risk of loss or damage of Tenant's property or leasehold improvements within the Leased Premises or the Subject Property, including any loss or damage caused by water leakage, fire, windstorm, explosion,

theft, act of any other tenant, or other cause. Landlord will not be liable to Tenant, or its employees, for loss of or damage to any property in or at the Leased Premises or the Subject Property, nor shall Landlord be responsible for any actions of Tower Tenant.

9. Damage or Destruction. If the Leased Premises, the Subject Property, or the Antenna Facilities is destroyed or damaged, so as, in Tenant's reasonable judgment, to hinder its effective use of the Communication Facilities, Tenant may elect to terminate this Agreement upon thirty (30) days' written notice to the Landlord.

10. Lease Termination.

a. Events of Termination. Except as otherwise provided herein, this Agreement may be terminated (the "**Termination Date**") as follows:

- (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof) unless such default may not reasonably be cured within a 60-day period in which case, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 60-day period and proceeds with due diligence to fully cure the default;
- (ii) by Tenant immediately upon notice to Landlord if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Communication Facilities or Tenant's business;
- (iii) by Tenant if changes in law prohibit Tenant's ability to operate Tenant's Communication Facilities or reasonably obtainable replacement equipment the Leased Premises;
- (iv) by Tenant if Landlord or a third party installs any structure, equipment, or other item on the Antenna Facilities or the Subject Property, which blocks, hinders, limits, or prevents Tenant from being able to use Tenant's Communication Facilities for Tenant's Use;
- (v) by Tenant upon ninety (90) days' prior written notice to Landlord due to the expiration or bona fide and good faith termination, directly attributable to Tower Tenant and not due to default by Tenant, of all of Tenant's rights to utilize Tower Tenant's Antenna Facilities on the Subject Property;
- (vi) Landlord for cause upon Tenant's failure to maintain valid insurance policies under Section 8 of this Agreement.

- (vii) this Agreement shall immediately terminate upon the termination, expiration, or cancellation of the Sprint Lease Agreement.
- b. Notice of Termination. The parties shall give notice of termination in writing by first class U.S. mail, certified mail, or personal service. Notices shall be deemed delivered upon acknowledgment or three days after the date of mailing, whichever occurs first. All rentals paid pursuant to this Agreement prior to said termination date shall be retained by Landlord.
- c. Tenant's Liability for Early Termination. If this Agreement is terminated by Landlord pursuant to Section 10(a)(i) or if Tenant terminates this Agreement other than as expressly provided in the Agreement (each an "Early Termination Event"), Tenant shall be obligated to immediately pay to Landlord all then earned and outstanding Rent plus a termination fee equal to twelve (12) months' rent at then current rate (the "Early Termination Fee"). This liability shall be in addition to any other Tenant liability for breach of the terms of this Agreement.
- d. Site Restoration. Tenant shall have ninety (90) days from the Termination Date or Expiration of the Lease, to remove its Communication Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Leased Premises to the condition existing prior to the Effective Date, except for normal wear and tear and damage by the elements, unless a different agreement is reached, in writing, between Tenant and Landlord. In the event that Tenant's Communication Facilities, and related equipment are not removed within 90 days, Landlord may remove the same, at Tenant's expense. If Tenant fails to remove the Communication Facilities or any other improvements within 90 days, Tenant shall pay to Landlord, notwithstanding the termination of this Lease, rent in an amount equal to 150% of the amount of applicable Rent that would have been due for the period of time that the Communication Facilities remain on the Property. If this failure occurs after the expiration of the Term, Tenant shall pay to Landlord 150% of the amount of applicable Rent for the last three months' of the Term of the Agreement. This 150% holdover fee shall be applied in addition to any applicable Early Termination Fee.
11. Limitation of Liability. Except for the indemnification pursuant to Paragraph 7, neither Party shall be liable to the other, or any of their respective agents, representatives, or 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.
12. Assignment. This Agreement, and rights thereunder, may be sold, assigned, or transferred at any time by Tenant to Tenant's parent, principal, affiliates, wholly-owned subsidiaries, wholly owned subsidiaries of its parent or any entity which acquires substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the assets are located by reason of a merger, acquisition, or other business reorganization, without notice to or the consent of Landlord. As to other parties, this

Agreement may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld or delayed. Upon consent to assignment the party to which this Agreement is assigned must agree to be bound by all terms of this Agreement or such assignment shall be invalid. For purposes of this paragraph, an "affiliate" or "subsidiary" means an entity, which directly or indirectly controls or is controlled by Tenant, or any entity directly or indirectly under common control with Tenant.

13. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, the Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Agreement 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, Landlord and Tenant shall be entitled to receive and retain such separate award and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Agreement shall not affect the right of the parties to such awards.
14. Enforcement and Attorneys' Fees. In the event that either party to this Agreement shall litigate a claim or bring claim in arbitration to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result to such claim.
15. Notices. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, or by overnight courier, or by first class U.S. mail addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to:      City of Long Lake  
   Attention: City Administrator  
   450 Virginia Avenue  
   P.O. Box 606  
   Long Lake, MN 55356

With Copy to:              John J. Thames, City Attorney  
   6300 Shingle Creek Parkway, Suite 305  
   Minneapolis, MN 55430

If to Tenant, to:              DISH Wireless, LLC  
   Attention: Lease Administration / MNMSP00373A  
   5701 South Santa Fe Drive  
   Littleton, CO 80120

16. Authority. Each of the individuals executing this Agreement on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement.
17. Binding Effect. This Agreement shall run with the Subject Property. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
18. Complete Lease; Amendments. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.
19. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Minnesota. Further, in the event that either party to this Agreement shall litigate a claim or bring claim in arbitration to enforce any rights hereunder, that claim shall be handled in Hennepin County, Minnesota. Any such litigation shall be handled by the Hennepin County District Court.
20. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
21. Memorandum. Upon a request of either party, the parties agree to promptly execute and deliver a recordable memorandum of this Agreement.
22. Brokers. If either party is represented by a real estate broker in this transaction, that party shall be responsible for any fee due to such broker and shall hold the other party harmless from any claims for commission by such broker.
23. Counterparts. This Agreement may be signed in counterparts by the parties hereto each of which counterparts shall be considered an original.
24. Survival. The provisions of this Agreement relating to defense and indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement including, without limitation, restoration obligations shall also survive such termination or expiration.
25. Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure, governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("Force Majeure"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly

inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides, provided reasonable documentation of that specific interference with use is disclosed to the other Party. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that this Agreement is entered into during the global COVID-19 pandemic, but the present status of the COVID-19 pandemic does not, absent significant changes in circumstances, amount to a present event of Force Majeure as defined herein.

26. Tower Tenant Consent Required. This Agreement shall not take effect nor be valid and enforceable without the endorsed consent of the above-identified Tower Tenant.

[Signatures on pages to follow]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**LANDLORD:**

**CITY OF LONG LAKE**, a Minnesota  
municipal corporation

By: \_\_\_\_\_  
Charlie Miner

Its: Mayor

By: \_\_\_\_\_  
Scott Weske

Its: Administrator

STATE OF MINNESOTA    )  
                                  ) ss  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Charlie Miner, the Mayor, and Scott Weske, the City Administrator, of the City of Long Lake, Minnesota, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public



TENANT:

DISH WIRELESS, LLC  
a Colorado limited liability company

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

*Satish Sharma*  
**Satish Sharma**  
**Executive VP**  
**DISH Wireless**

\_\_\_\_\_  
*(printed name)*

STATE OF Colorado  
COUNTY OF Arapahoe ) ss

The foregoing instrument was acknowledged before me this 2nd day of January, 2025 by Satish Sharma the Exec of DISH Wireless, LLC, a Colorado limited liability company, on behalf of said limited liability company.

DENISE FULLER  
Notary Public  
State of Colorado  
Notary ID # 20004019620  
My Commission Expires 08-18-2024

\_\_\_\_\_  
Notary Public

CONSENT OF TOWER TENANT

TOWER TENANT:

Global Signal Acquisitions III LLC

By: [Signature]

CHRISTOPHER ROBY  
(printed name)

STATE OF Arizona )  
 ) ss  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 18th day of December, 2023 by CHRISTOPHER ROBY, the REAL ESTATE SUPERVISOR, of GSA III, LLC, a LLC, on behalf of said LLC.

Clarice S Gauer  
Notary Public



**EXHIBIT A**  
(Subject Property Description)

**Property Address:** 1345 Wayzata Boulevard W, Long Lake, Minnesota 55356

**Parcel Identification Number:** 35-118-23-31-0038

**Legal Description of the Property:**

Tract A, Registered Land Survey No. 1159, Office of the Registrar of Titles, Hennepin County, Minnesota.

**EXHIBIT B**  
(The "Sprint Leased Property")

All that part of the following:

Tract A, Registered Land Survey No. 1159, files of Registrar of Titles, County of Hennepin.

Described as follows:

Commencing at the Southeast corner of said Tract A; thence North 01 degrees 19 minutes 48 seconds West, assumed bearing along the East line of said Tract A, a distance of 30.74 feet to the point of beginning of the Lease Premises Site to be described; thence South 88 degrees 40 minutes 12 seconds West, a distance of 15.00 feet to a point hereinafter referred to as Point A; thence continuing South 88 degrees 40 minutes 12 seconds West, a distance of 15.00 feet; thence North 01 degrees 19 minutes 48 seconds West, a distance of 30.00 feet; thence North 88 degrees 40 minutes 12 seconds East, a distance of 30.00 feet; thence South 01 degrees 19 minutes 48 seconds East, a distance of 30.00 feet; thence South 01 degrees 19 minutes 48 seconds East, a distance of 30.00 feet to the point of beginning.

Together with a 20.00 foot easement for access and utility purposes, over, under and across the above described property, the centerline of which is described as follows:

Beginning at the above described Point A; thence South 01 degrees 19 minutes 48 seconds East, a distance of 10.00 feet; thence South 88 degrees 40 minutes 12 seconds West, a distance of 64.57 feet; thence North 07 degrees 39 minutes 51 seconds West, a distance of 79.75 feet to the southerly Right of Way line of US Trunk Highway No. 12 and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at the said southerly Right of Way line of US Trunk Highway No. 12.

**EXHIBIT C**  
(the "Leased Premises")

**PROPOSED LEASE AREA #1**

A PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN TRACT "A" PER REGISTERED LAND SURVEY NO. 1159 IN GOVERNMENT LOT 3, OF SECTION 35, TOWNSHIP 118 NORTH, RANGE 23 WEST, HENNEPIN COUNTY, MINNESOTA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "A";

THENCE ALONG AND UPON THE EASTERLY LINE OF SAID TRACT A, SOUTH 03°12'31" EAST, A DISTANCE OF 66.51 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 90°00'00" WEST, A DISTANCE OF 8.77 FEET, TO THE SOUTHEAST CORNER OF PROPOSED ACCESS/UTILITY EASEMENT;

THENCE LEAVING SAID SOUTHEAST CORNER, NORTH 27°22'14" WEST, A DISTANCE OF 4.35 FEET, TO THE POINT-OF-BEGINNING;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 5.00 FEET (L17);

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 3.00 FEET (L18);

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 5.00 FEET (L19);

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 3.00 FEET (L20), TO THE POINT-OF-BEGINNING;

CONTAINING 15 SQUARE FEET (0.0003 ACRES) MORE OR LESS.

SUBJECT TO INGRESS AND EGRESS, EXISTING OVERHEAD POWER LINE, AND ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD, IF ANY.

**PROPOSED LEASE AREA #2**

A PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN TRACT "A" PER REGISTERED LAND SURVEY NO. 1159 IN GOVERNMENT LOT 3, OF SECTION 35, TOWNSHIP 118 NORTH, RANGE 23 WEST, HENNEPIN COUNTY, MINNESOTA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "A";

THENCE ALONG AND UPON THE EASTERLY LINE OF SAID TRACT A, SOUTH 03°12'31" EAST, A DISTANCE OF 66.51 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 90°00'00" WEST, A DISTANCE OF 8.77 FEET, TO THE SOUTHEAST CORNER OF PROPOSED ACCESS/UTILITY EASEMENT;

THENCE ALONG AND UPON THE SOUTHERLY LINE OF SAID ACCESS/UTILITY EASEMENT CONTINUING NORTH 90°00'00" WEST, A DISTANCE OF 15.88 FEET (L1);

THENCE NORTH 53°46'48" WEST, A DISTANCE OF 11.95 FEET (L2);

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 84°23'17" EAST, A DISTANCE OF 3.82 FEET, TO THE POINT-OF-BEGINNING;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 3.00 FEET (L21);

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 3.00 FEET (L22);

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.00 FEET (L23);

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 3.00 FEET (L24), TO THE POINT-OF-BEGINNING;

CONTAINING 9 SQUARE FEET (0.0002 ACRES) MORE OR LESS.

SUBJECT TO INGRESS AND EGRESS, EXISTING OVERHEAD POWER LINE, AND ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD, IF ANY.

**PROPOSED ACCESS/UTILITY EASEMENT**

A 12 FOOT WIDE PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN TRACT "A" PER REGISTERED LAND SURVEY NO. 1159 IN GOVERNMENT LOT 3, OF SECTION 35, TOWNSHIP 118 NORTH, RANGE 23 WEST, HENNEPIN COUNTY, MINNESOTA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "A";

THENCE ALONG AND UPON THE EASTERLY LINE OF SAID TRACT A, SOUTH 03°12'31" EAST, A DISTANCE OF 66.51 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 90°00'00" WEST, A DISTANCE OF 8.77 FEET, TO THE POINT-OF-BEGINNING;

THENCE CONTINUING NORTH 90°00'00" WEST, A DISTANCE OF 15.88 FEET (L1);

THENCE NORTH 53°46'48" WEST, A DISTANCE OF 11.95 FEET (L2);

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 48.18 FEET (L3);

THENCE NORTH 12°33'11" WEST, A DISTANCE OF 55.77 FEET (L4), TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WAYZATA BOULEVARD W.;

THENCE ALONG AND UPON SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 86°54'28" EAST, A DISTANCE OF 12.17 FEET (L5);

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 12°33'11" EAST, A DISTANCE OF 44.15 FEET (L6);

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 42.48 FEET (L7);

THENCE SOUTH 53°46'48" EAST, A DISTANCE OF 11.95 FEET (L8);

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 11.96 FEET (L9);

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 12.00 FEET (L10), TO THE POINT-OF-BEGINNING;

CONTAINING 1,454 SQUARE FEET (0.03 ACRES) MORE OR LESS.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON SOUTH RIGHT-OF-WAY LINE. SUBJECT TO INGRESS AND EGRESS, EXISTING OVERHEAD POWER LINE, AND ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD, IF ANY.

**PROPOSED UTILITY EASEMENT**

A 6 FOOT WIDE PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN TRACT "A" PER REGISTERED LAND SURVEY NO. 1159 IN GOVERNMENT LOT 3, OF SECTION 35, TOWNSHIP 118 NORTH, RANGE 23 WEST, HENNEPIN COUNTY, MINNESOTA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "A";

THENCE ALONG AND UPON THE EASTERLY LINE OF SAID TRACT A, SOUTH 03°12'31" EAST, A DISTANCE OF 66.51 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 90°00'00" WEST, A DISTANCE OF 8.77 FEET, TO THE SOUTHEAST CORNER OF PROPOSED ACCESS/UTILITY EASEMENT;

THENCE ALONG AND UPON THE SOUTHERLY LINE OF SAID ACCESS/UTILITY EASEMENT CONTINUING NORTH 90°00'00" WEST, A DISTANCE OF 15.88 FEET (L1);

THENCE NORTH 53°46'48" WEST, A DISTANCE OF 1.80 FEET, TO THE POINT-OF-BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE OF PROPOSED ACCESS/UTILITY EASEMENT, NORTH 90°00'00" WEST, A DISTANCE OF 61.18 FEET (L11);

THENCE NORTH 12°33'11" WEST, A DISTANCE OF 61.58 FEET (L12), TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WAYZATA BOULEVARD W.;

THENCE ALONG AND UPON SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 86°54'28" EAST, A DISTANCE OF 6.08 FEET (L13), TO THE NORTHWEST CORNER OF PROPOSED ACCESS/UTILITY EASEMENT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG AND UPON THE WESTERLY LINE OF PROPOSED ACCESS/UTILITY EASEMENT SOUTH 12°33'11" EAST, A DISTANCE OF 55.77 FEET (L14);

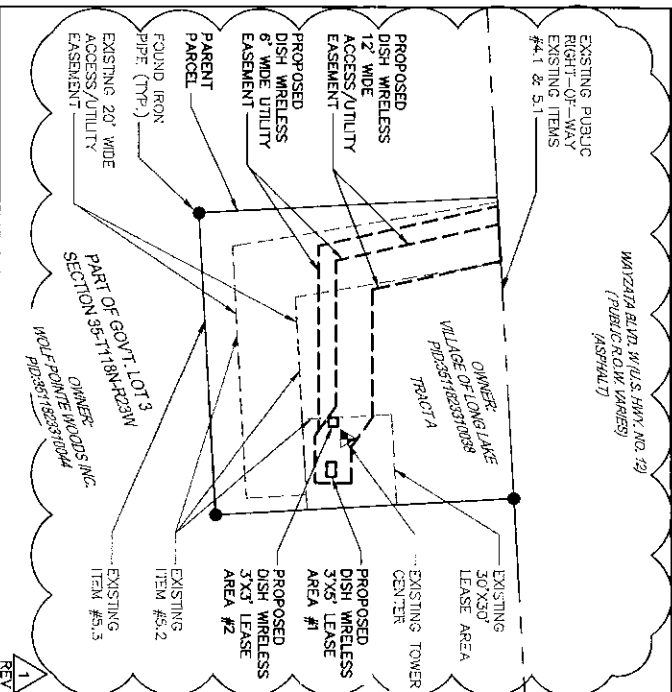
THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 48.18 FEET (L15);

THENCE SOUTH 53°46'48" EAST, A DISTANCE OF 10.15 FEET (L16), TO THE POINT-OF-BEGINNING;

CONTAINING 680 SQUARE FEET (0.02 ACRES) MORE OR LESS.

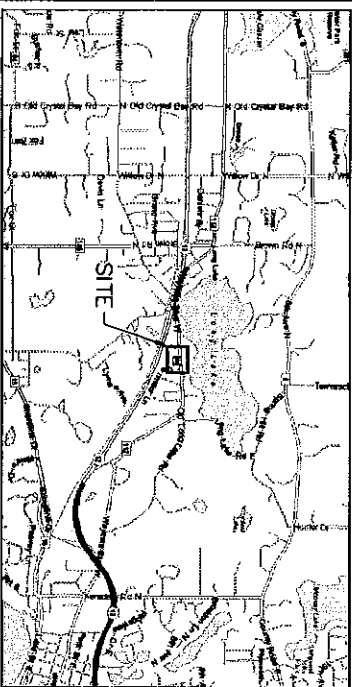
THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON SOUTH RIGHT-OF-WAY LINE. SUBJECT TO INGRESS AND EGRESS, EXISTING OVERHEAD POWER LINE, AND ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD, IF ANY.





PARENT PARCEL

SECTION 35, TOWNSHIP 118 NORTH, RANGE 23 WEST  
LONG LAKE, HENNEPIN COUNTY, MINNESOTA



VICINITY MAP



WAYZATA BLVD. W/US HWY. NO. 29  
(PUBLIC ROW 11' ASHRAE)

**DESCRIPTION OF PARENT PARCEL**

(PER WARRANTY DEED RECORDED IN THE HENNEPIN COUNTY RECORDERS' OFFICE IN INSTRUMENT NO. 829331.)  
TRACT A REGISTERED LAND SURVEY NO. 1159, OFFICE OF THE REGISTRAR OF TITLES, HENNEPIN COUNTY, MINNESOTA.

**EASEMENTS, RIGHTS OF WAY, AND OTHER RECORDED DOCUMENTS**

- 4.1 CONDEMNATION OF CERTAIN LANDS FOR TRUNK HIGHWAY PURPOSES BY WAYZATA HOLDING COMPANY, ET AL. TO STATE OF MINNESOTA AND COUNTY OF HENNEPIN, DATED JULY 17, 1930, RECORDED JULY 24, 1930, IN INSTRUMENT NO. 1603010. (AS SHOWN ON SUR-1)
- 5.1 HENNEPIN COUNTY STATE AID HIGHWAY NO. 112, PLAT 98 RECORDED OCTOBER 24, 2013, IN INSTRUMENT NO. 109127489. (AS SHOWN ON SUR-1)
- 5.2 MEMORANDUM OF SITE LEASE AGREEMENT BETWEEN CITY OF LONG LAKE AND SPRINT SPECTRUM L.P., DATED SEPTEMBER 25, 2001, RECORDED OCTOBER 17, 2002, IN INSTRUMENT NO. 3617399. (AS SHOWN ON SUR-1)
- 5.3 LAND SURVEY RECORDED AUGUST 20, 1965, IN INSTRUMENT NO. 1139. (AS SHOWN ON SUR-1)

**TOWER INFORMATION**

EXISTING TOWER TYPE	HEIGHT
MONOPOLE	110.0'

**SURVEYORS NOTES**

BEARINGS ARE BASED ON THE MINNESOTA STATE PLANE COORDINATE SYSTEM, HENNEPIN COUNTY ZONE (MINNESOTA DOT) FROM GPS EQUIPMENT.

SURVEY WORK FOR THIS SITE WAS PERFORMED IN ADVERSE CONDITIONS WITH DEEP SNOW. LOCATION OF IMPROVEMENTS MAY BE IMPACTED BY THE DEPTH OF THE SNOW AT THE TIME OF VISIT.

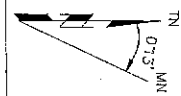
**SITE BENCHMARK**

BM SOUTHWEST CORNER OF CONCRETE SLAB APPROXIMATELY 11' NORTHWEST OF EXISTING TOWER CENTER.  
-ELEVATION= 960.86' (NAVD 88)

**SITE SURVEY**

PROPERTY OWNERS: VILLAGE OF LONG LAKE

TN= TRUE NORTH  
MN=MAGNETIC NORTH  
(MAGNETIC DECLINATION TAKEN FROM NATIONAL GEODETIC SURVEY WEB SITE FOR THIS AREA, 03/06/2023) CHANGING BY 0.3" W/YEAR (PLUS OR MINUS 0.25")



**GEOGRAPHIC COORDINATES**

COORDINATE	VALUE	UNIT
LATITUDE:	44°59'04.30"	NA083
LONGITUDE:	93°33'25.23"	NA083
SITE ELEVATION:	961 FEET	NAVD88

**UTILITY NOTE**

THE LOCATIONS OF UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SURVEYOR THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS NOT KNOWN TO SURVEYOR AND NOT SHOWN ON THIS DRAWING.

**GENERAL NOTES**

THIS PARCEL IS ZONED INST-INSTITUTIONAL DISTRICT; CITY OF LONG LAKE JURISDICTION.

SETBACKS: FRONT = 35'; REAR = 25'; SIDE = 20'.

ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 270303000R, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WITH AN EFFECTIVE DATE OF 11/04/2016, THIS SITE APPEARS TO BE LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN) TO THE BEST OF THE SURVEYOR'S KNOWLEDGE AND BELIEF. THE SURVEYOR DOES NOT CERTIFY THAT REVERSED FLOODPLAIN INFORMATION HAS NOT BEEN PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR SOME OTHER SOURCE.

A FULL BOUNDARY SURVEY WAS NOT PERFORMED ON THE PARENT PARCEL SHOWN ON THIS SHEET. ONLY MONUMENTS SHOWN AS "FOUND" WERE USED TO DESCRIBE THE EASEMENTS AND LEASE AREA.

THIS SURVEY WAS PREPARED WITH THE AID OF A TITLE COMMITMENT PREPARED BY THE TITLE INSURANCE COMPANY OF MINNESOTA, INC. ON THE EFFECTIVE DATE OF FEBRUARY 16, 2023, WHICH SHOWS DEEDS CHAIN OF TITLE TAXES, AND EASEMENTS OF RECORDED OR DESCRIBED PARENT PARCEL.

**REGISTERED LAND SURVEYOR**  
MINNESOTA

1/24/23

ROSS R. WEAVER  
45334

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: \_\_\_\_\_ LICENSE NUMBER: 45334

BY: \_\_\_\_\_

FIELD SHEETS OF THIS SURVEY COVERED BY THIS SURVEY: SUR-1, SUR-2, SUR-3, SUR-4, SUR-5

SHEET NUMBER  
SUR-1

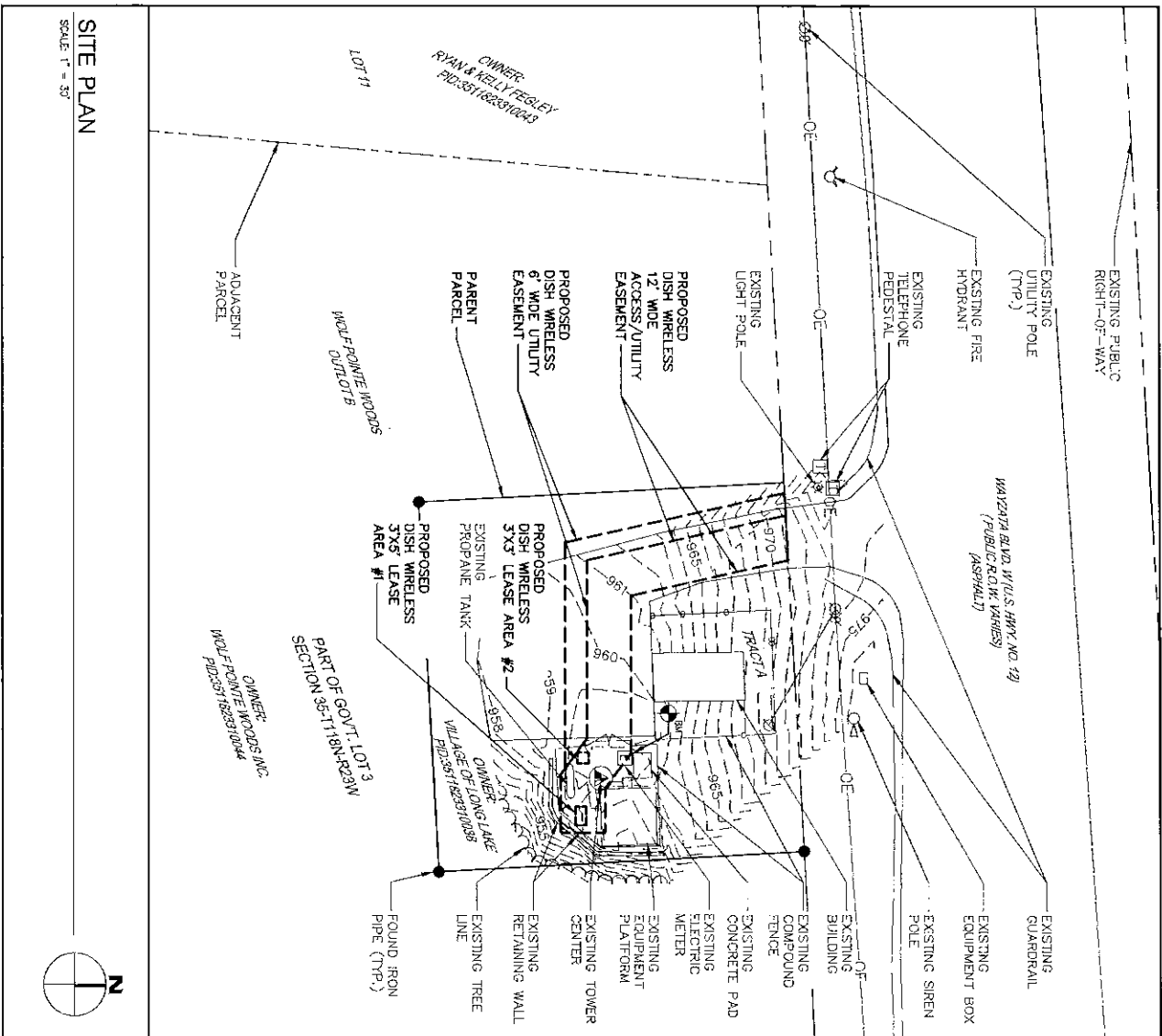
SHEET TITLE  
SITE SURVEY

MINMSP00373A  
1345 WAYZATA BLVD. W  
LONG LAKE, MN 55356 - 1 HENNEPIN COUNTY  
EXISTING MONOPOLE

PROJ # 22-14-49 DWG BY: DKC CHKD BY: WCB

A	02/10/23	50% INT. REVIEW	DKC
B	02/10/23	50% REVIEW	DKC
C	03/06/23	90% INT. REVIEW	DKC
D	03/07/23	90% REVIEW	DKC
E	06/05/23	FINAL	DKC
F	11/07/18/23	CLIENT CHANGES	DKC





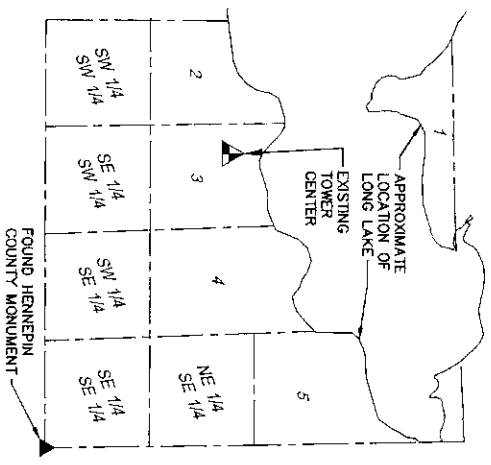
SITE PLAN  
SCALE: 1" = 33'



**GENERAL LEGEND**

- ▲ TOWER CENTERLINE
- UTILITY POLE
- ⊗ UTILITY POLE W/ TRANSFORMER
- ⊙ SIREN POLE
- ⊙ BENCH MARK
- TELEPHONE PEDISTAL
- ⊙ LIGHT POST
- ⊙ FIRE HYDRANT

- EXISTING STRUCTURE
- ELECTRIC - OVERHEAD
- MINOR CONTOUR
- MAJOR CONTOUR



SECTION 35 - T18N - R23W  
SCALE: 1" = 1500'



SHEET NUMBER <b>SUR-2</b>	MNSMP00373A 1345 WAYZATA BLVD. W LONG LAKE, MN 55358 - HENNEPIN COUNTY EXISTING MONOPOLE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>A</td><td>02/10/23</td><td>50% INT. REVIEW</td><td>DKC</td></tr> <tr><td>B</td><td>02/10/23</td><td>60% REVIEW</td><td>DKC</td></tr> <tr><td>C</td><td>03/06/23</td><td>80% INT. REVIEW</td><td>DKC</td></tr> <tr><td>D</td><td>03/07/23</td><td>90% REVIEW</td><td>DKC</td></tr> <tr><td>0</td><td>06/05/23</td><td>FINALS</td><td>DKC</td></tr> <tr><td>1</td><td>07/18/23</td><td>CLIENT CHANGES</td><td>DKC</td></tr> </table>	A	02/10/23	50% INT. REVIEW	DKC	B	02/10/23	60% REVIEW	DKC	C	03/06/23	80% INT. REVIEW	DKC	D	03/07/23	90% REVIEW	DKC	0	06/05/23	FINALS	DKC	1	07/18/23	CLIENT CHANGES	DKC	 <small>Part of the PBM Group</small>	
A	02/10/23	50% INT. REVIEW	DKC																									
B	02/10/23	60% REVIEW	DKC																									
C	03/06/23	80% INT. REVIEW	DKC																									
D	03/07/23	90% REVIEW	DKC																									
0	06/05/23	FINALS	DKC																									
1	07/18/23	CLIENT CHANGES	DKC																									
SHEET TITLE SITE PLAN	PROJ #: 22-14-49    DWG BY: DKC    CHKD BY: WCB																											

WAYZATA BLVD. UTILS. HWY. NO. 12  
(PUBLIC ROW VARIES)  
(ASPHALT)

N 86°54'28" E 100.00'  
100.00' (R)  
N 88°14'07" E (P)

OWNER:  
VILLAGE OF LONG LAKE  
FILE#2817483/10039  
R.L.S. NO. 1159  
TRACT A

EXISTING  
TOWER  
CENTER

P.O.C.  
FOUND IRON PIPE  
NE CORNER OF TRACT A  
PER REGISTERED LAND  
SURVEY NO. 1159

EXISTING PUBLIC  
RIGHT-OF-WAY

LINE	DIRECTION	LENGTH
L1	N 90°00'00" W	15.88'
L2	N 53°46'48" W	11.95'
L3	N 90°00'00" W	48.18'
L4	N 12°33'11" W	55.77'
L5	N 86°54'28" E	12.17'
L6	S 12°33'11" E	44.15'
L7	S 90°00'00" E	42.48'
L8	S 53°46'48" E	11.95'
L9	S 90°00'00" E	11.96'
L10	S 00°00'00" E	12.00'

LINE	DIRECTION	LENGTH
L11	N 90°00'00" W	61.18'
L12	N 12°33'11" W	61.58'
L13	N 86°54'28" E	6.08'
L14	S 12°33'11" E	55.77'
L15	S 90°00'00" E	48.18'
L16	S 53°46'48" E	10.15'

N 03°05'32" W 100.00'  
100.00' (R)  
S 01°45'53" E (P)

S 86°52'00" W 100.20'  
100.00' (R)  
N 88°14'07" E (P)

S 03°12'31" E 99.93'  
100.00' (R)  
N 01°45'53" W (P)

N 90°00'00" W  
8.77'

PART OF GOV'T LOT 3  
SECTION 35-T118N-R23W

OWNER:  
WOLF POINTE WOODS INC.  
FILE#35174823/10044

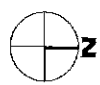
WOLF POINTE WOODS  
QUILTLOT B

**LEGEND**

- ▲ FOUND SECTION CORNER (AS NOTED) P.O.C. POINT OF COMMENCEMENT
- FOUND IRON PIN (AS NOTED) P.O.B. POINT OF BEGINNING
- ◇ CALCULATED POINT (AS NOTED) (R) RECORDED DISTANCE
- XXXX MEASURED DISTANCE (P) PLATTED DISTANCE

**LEASE AREA & EASEMENTS**

SCALE 1" = 20'



<p>SHEET NUMBER <b>SUR-3</b></p>	<p>MNMSPO0373A 1345 WAYZATA BLVD. W LONG LAKE, MN 55356 - HENNEPIN COUNTY EXISTING MONOPOLE</p>	<table border="1"> <tr><td>A 02/10/23</td><td>50% INT. REVIEW</td><td>DKC</td></tr> <tr><td>B 02/10/23</td><td>50% REVIEW</td><td>DKC</td></tr> <tr><td>C 03/08/23</td><td>90% INT. REVIEW</td><td>DKC</td></tr> <tr><td>D 03/07/23</td><td>90% REVIEW</td><td>DKC</td></tr> <tr><td>0 06/05/23</td><td>FINALS</td><td>DKC</td></tr> <tr><td>1 07/18/23</td><td>CLIENT CHANGES</td><td>DKC</td></tr> </table>	A 02/10/23	50% INT. REVIEW	DKC	B 02/10/23	50% REVIEW	DKC	C 03/08/23	90% INT. REVIEW	DKC	D 03/07/23	90% REVIEW	DKC	0 06/05/23	FINALS	DKC	1 07/18/23	CLIENT CHANGES	DKC		
A 02/10/23	50% INT. REVIEW	DKC																				
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0 06/05/23	FINALS	DKC																				
1 07/18/23	CLIENT CHANGES	DKC																				
<p>PROJ # 22-14-49    DWG BY: DKC    CHKD BY: WCB</p>		<p>Think outside the box.</p>																				

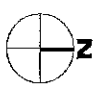
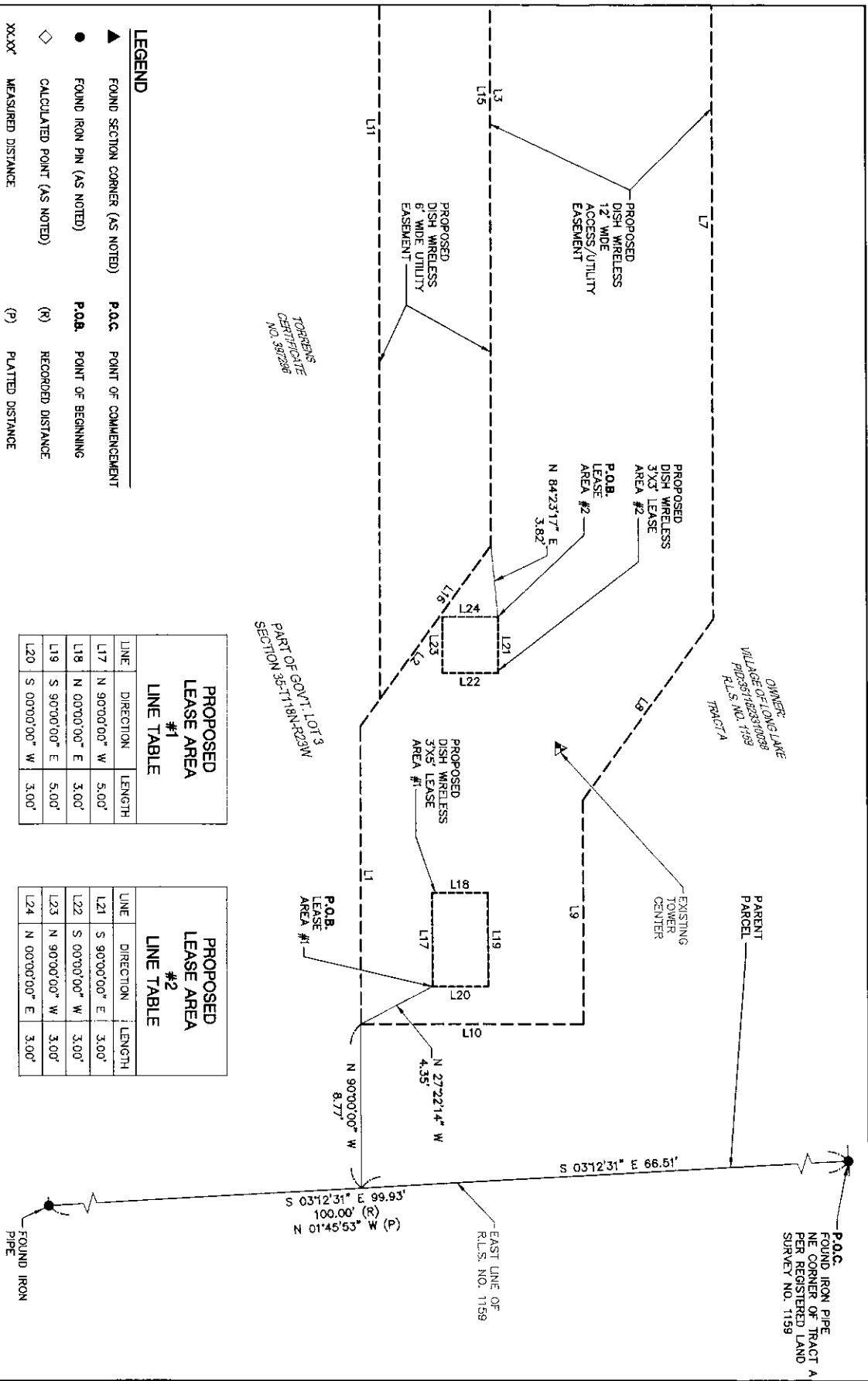
LEASE AREA & EASEMENTS - ENLARGED VIEW

SCALE: 1"=5'

- LEGEND**
- ▲ FOUND SECTION CORNER (AS NOTED) P.O.C. POINT OF COMMENCEMENT
  - FOUND IRON PIN (AS NOTED) P.O.B. POINT OF BEGINNING
  - ◇ CALCULATED POINT (AS NOTED) (R) RECORDED DISTANCE
  - XXX'X' MEASURED DISTANCE (P) PLATTED DISTANCE

PROPOSED LEASE AREA #1 LINE TABLE		
LINE	DIRECTION	LENGTH
L17	N 90°00'00" W	5.00'
L18	N 00°00'00" E	3.00'
L19	S 90°00'00" E	5.00'
L20	S 00°00'00" W	3.00'

PROPOSED LEASE AREA #2 LINE TABLE		
LINE	DIRECTION	LENGTH
L21	S 90°00'00" E	3.00'
L22	S 00°00'00" W	3.00'
L23	N 90°00'00" W	3.00'
L24	N 00°00'00" E	3.00'



SHEET TITLE  
LEASE AREA & EASEMENTS  
SUR-4

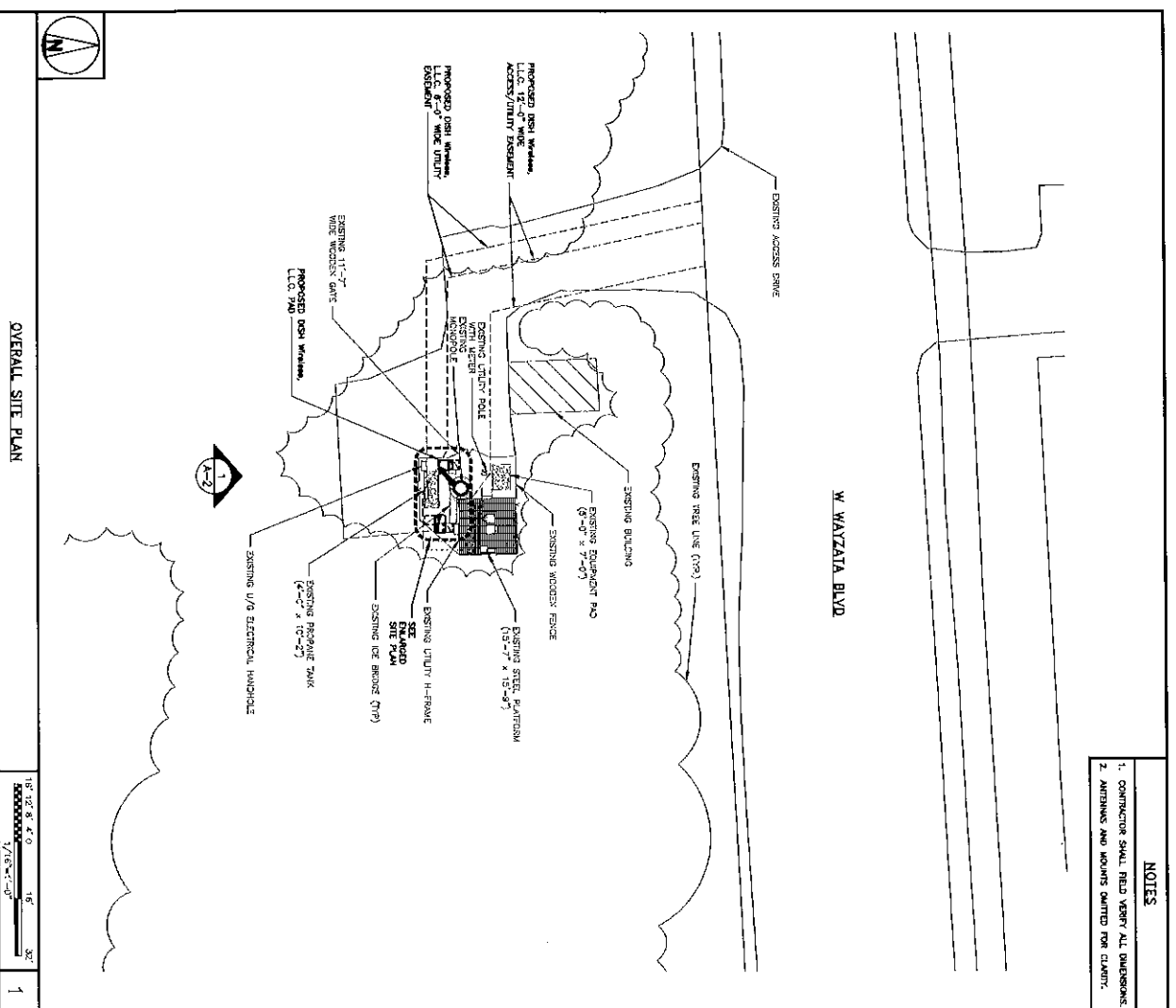
MNMSPO0373A  
1345 WAYZATA BLVD. W  
LONG LAKE, MN 55356 - HENNEPIN COUNTY  
EXISTING MONOPOLE

PROJ. # 22-14-49    DWG BY: DKC    CHKD BY: WCB

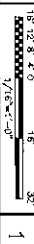
A	02/10/23	50% INT. REVIEW	DKC
B	02/10/23	50% REVIEW	DKC
C	03/06/23	90% INT. REVIEW	DKC
D	03/07/23	90% REVIEW	DKC
O	06/05/23	FINALS	DKC
1	07/18/23	CLIENT CHANGES	DKC



**EXHIBIT D**  
(the approved "Communication Facilities")

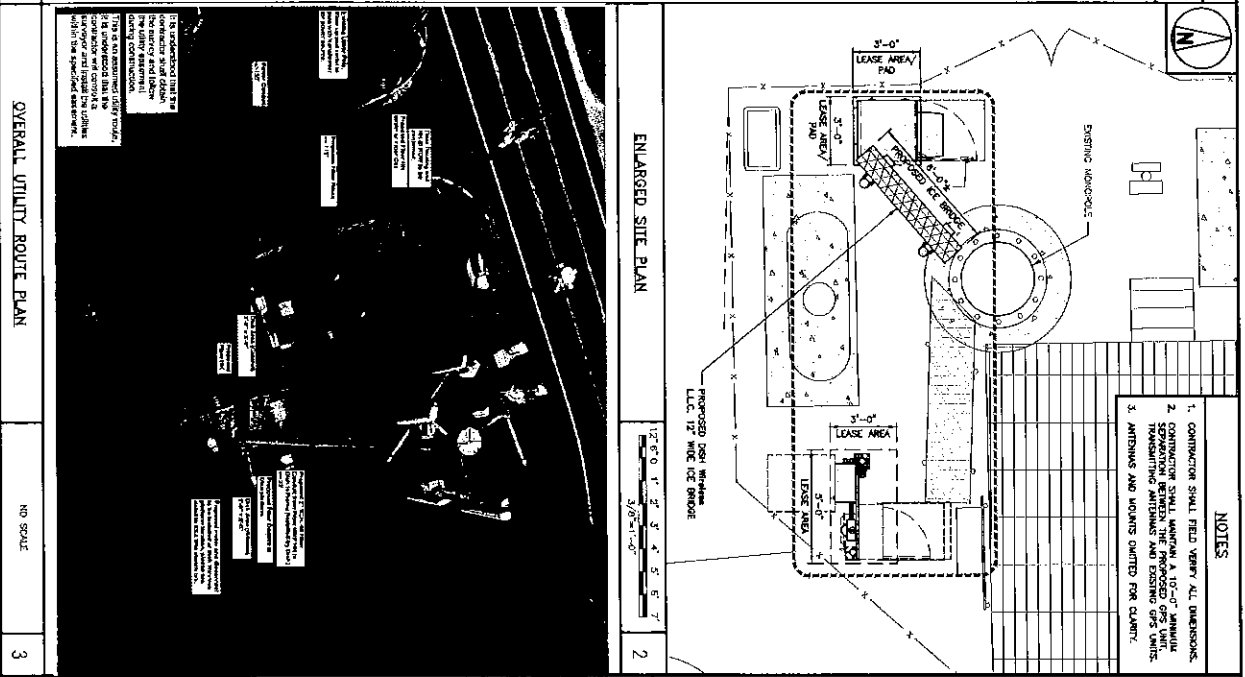


OVERALL SITE PLAN



1

- NOTES**
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS.
  - ANTENNAS AND MOUNTS SUITED FOR CLIENT.



OVERALL UTILITY ROUTE PLAN

NO SCALE

3

- NOTES**
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS.
  - CONTRACTOR SHALL MAINTAIN A 10'-0\"/>
  - ANTENNAS AND MOUNTS SUITED FOR CLIENT.

**Kimley»Horn**  
421 PATERFALE ST. SUITE 800  
RAVENHURST, IL 60543

**dish wireless**

5701 SOUTH SAWYER DRIVE  
LITTON, CO 80120

**CONSTRUCTION DOCUMENTS**

DATE: 02/21/2022  
DRAWN BY: JCHICKO  
CHECKED BY: [Signature]  
REVISIONS: [Table]

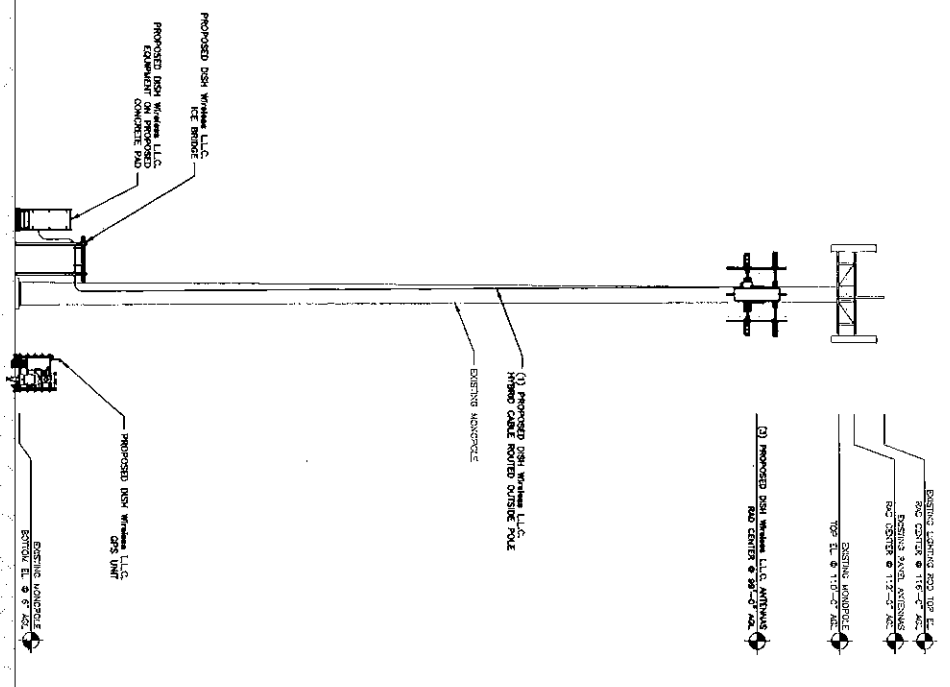
REV	DATE	DESCRIPTION
1	02/21/2022	ISSUED FOR PERMIT
2	02/21/2022	ISSUED FOR CONSTRUCTION
3	02/21/2022	ISSUED FOR CLIENT

AAE PROJECT NUMBER: KH01E-26709

DISH Wireless L.L.C.  
PROJECT INFORMATION:  
MNHP000373A  
1345 W. WATZATA BLVD  
LONG LAKE, MN 55356

SHEET TITLE: OVERALL AND ENLARGED SITE PLAN  
SHEET NUMBER: A-1

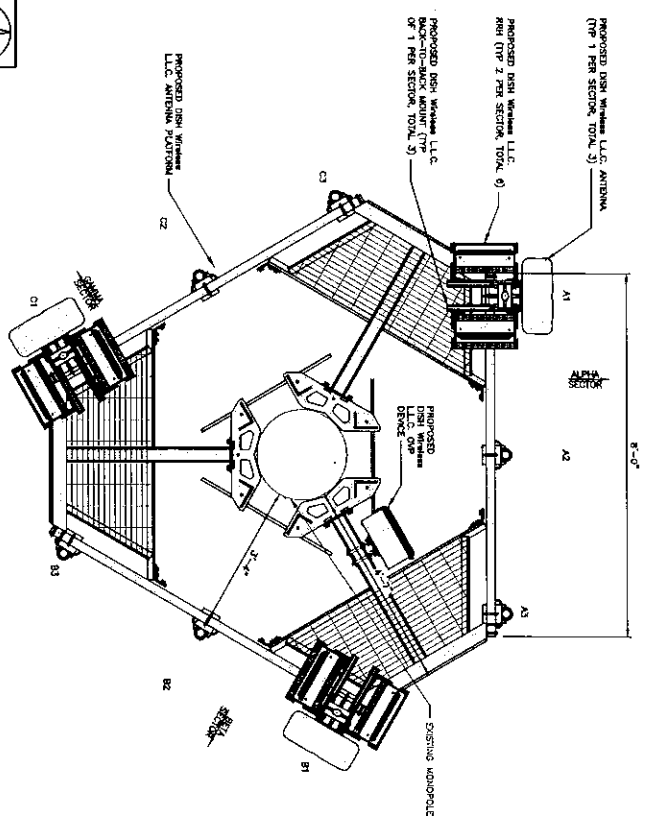
- NOTES**
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  - ANTENNA AND LOW PERL SPECIFICATIONS REFER TO RFS FOR ALL PERL DETAILS & PERL CONSTRUCTION.
  - EXISTING EQUIPMENT AND RINGS QUOTED FOR COST.



PROPOSED SOUTH ELEVATION



1



ANTENNA LAYOUT



2

SECTOR POS.	EXISTING OR PROPOSED	MANUFACTURER - MODEL	TECH	AZIMUTH	RAI	FEED LINE TYPE AND LOSS	TRANSMISSION CABLE	MANUFACTURER - MODEL	TECH	POS.	MANUFACTURER
A1	PROPOSED	COMSCORE - FTV-658-42	5G	0°	98'-0"	(1) HIGH-CAPACITY (HCP) (130'-0" LENS)	SHARED W/ALPHA	FLUENT - 7A06023-8B04	5G	A2	SHARED W/ALPHA
A2	PROPOSED	COMSCORE - FTV-658-42	5G	0°	98'-0"	(1) HIGH-CAPACITY (HCP) (130'-0" LENS)	SHARED W/ALPHA	FLUENT - 7A06023-8B04	5G	A2	SHARED W/ALPHA
A3	PROPOSED	COMSCORE - FTV-658-42	5G	120°	97'-0"	(1) HIGH-CAPACITY (HCP) (130'-0" LENS)	SHARED W/ALPHA	FLUENT - 7A06023-8B04	5G	B2	SHARED W/ALPHA
B1	PROPOSED	COMSCORE - FTV-658-42	5G	120°	97'-0"	(1) HIGH-CAPACITY (HCP) (130'-0" LENS)	SHARED W/ALPHA	FLUENT - 7A06023-8B04	5G	B2	SHARED W/ALPHA
B2	PROPOSED	COMSCORE - FTV-658-42	5G	240°	97'-0"	(1) HIGH-CAPACITY (HCP) (130'-0" LENS)	SHARED W/ALPHA	FLUENT - 7A06023-8B04	5G	C2	SHARED W/ALPHA
B3	PROPOSED	COMSCORE - FTV-658-42	5G	240°	97'-0"	(1) HIGH-CAPACITY (HCP) (130'-0" LENS)	SHARED W/ALPHA	FLUENT - 7A06023-8B04	5G	C2	SHARED W/ALPHA
C1	PROPOSED	COMSCORE - FTV-658-42	5G	240°	97'-0"	(1) HIGH-CAPACITY (HCP) (130'-0" LENS)	SHARED W/ALPHA	FLUENT - 7A06023-8B04	5G	C2	SHARED W/ALPHA
C2	PROPOSED	COMSCORE - FTV-658-42	5G	240°	97'-0"	(1) HIGH-CAPACITY (HCP) (130'-0" LENS)	SHARED W/ALPHA	FLUENT - 7A06023-8B04	5G	C2	SHARED W/ALPHA
C3	PROPOSED	COMSCORE - FTV-658-42	5G	240°	97'-0"	(1) HIGH-CAPACITY (HCP) (130'-0" LENS)	SHARED W/ALPHA	FLUENT - 7A06023-8B04	5G	C2	SHARED W/ALPHA

- NOTES**
- CONTRACTOR TO REFER TO PERL CONSTRUCTION RFS FOR ALL PERL DETAILS.
  - EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSIS.

ANTENNA SCHEDULE

NO SCALE

3

5701 SOUTH SAURA FE DRIVE  
LITTLETON, CO 80120

**Kimley-Horn**

421 FAIRFAX ST. SUITE 600  
FALLS CHURCH, VA 22031

517578  
MICHAEL L. OGLESBY  
LICENSED PROFESSIONAL ENGINEER  
STATE OF MINNESOTA

CONSTRUCTION DOCUMENTS

DATE: 04/27/2022  
DRAWN BY: [REDACTED]  
CHECKED BY: [REDACTED]

SUBMITTALS

REV	DATE	DESCRIPTION
1	04/27/2022	ISSUED FOR PERMITS
2	05/07/2022	ISSUED FOR CONSTRUCTION
3	04/29/2022	ISSUED FOR PERMITS

PROJECT NUMBER: KHCLE-26109  
PROJECT INFORMATION: DSH Wireless L.L.C.  
1345 W. WATZLA BLVD  
LONG LAKE, MN 55356

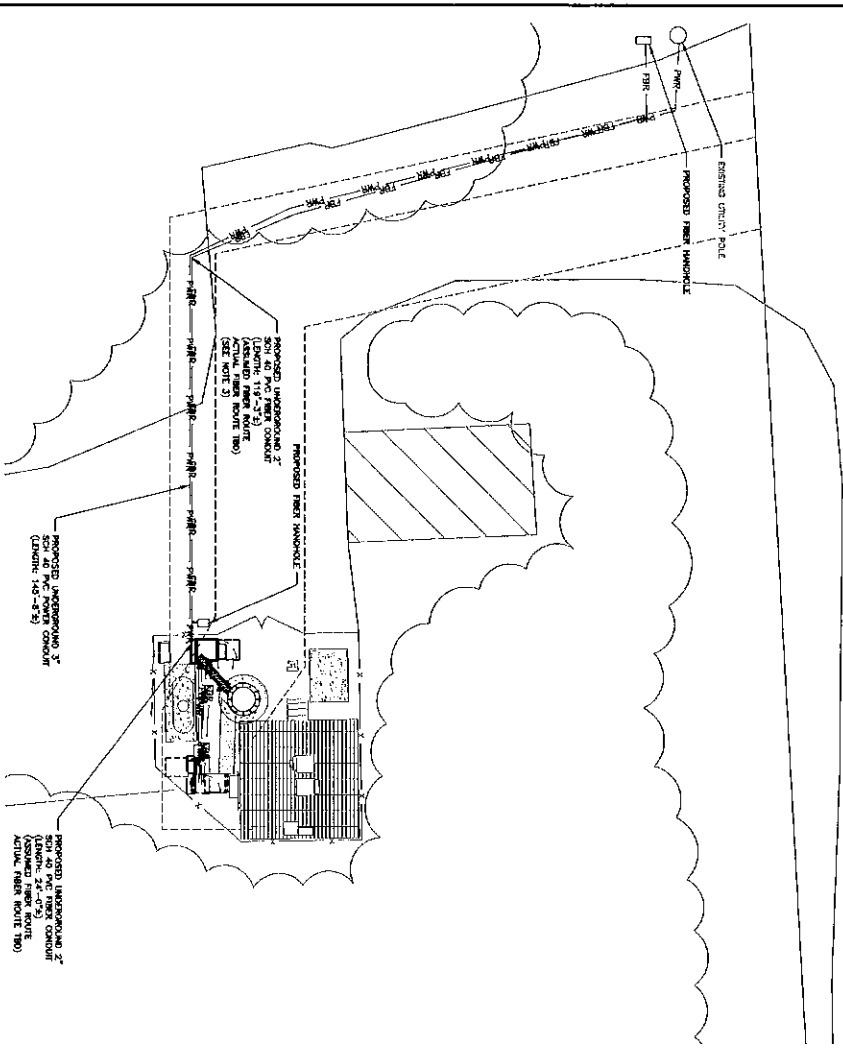
SHEET TITLE: ELEVATION, ANTENNA LAYOUT AND SCHEDULE  
SHEET NUMBER: A-2



UTILITY ROUTE PLAN



1



W. WATZATA BLVD

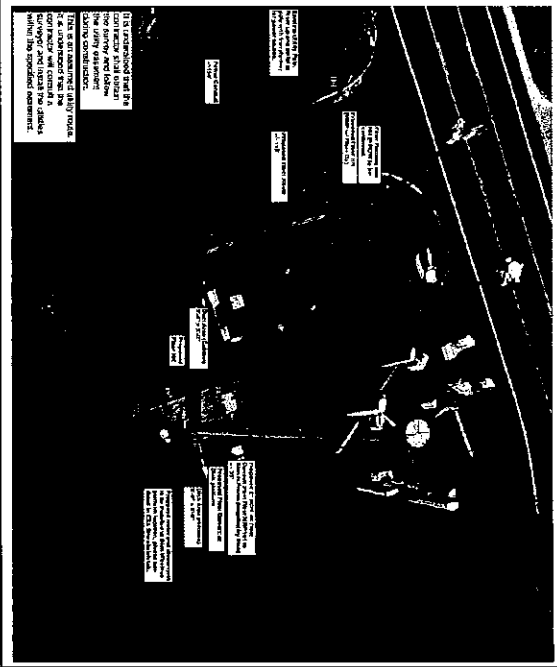
NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
2. MOUNTINGS AND JOISTS DOTTED FOR CLARITY.
3. DUE TO UTILITY EXISTENT RIGHTS SPECIFIED IN THE GROUND LOGS, CUSTOMER MAY INSTALL EQUIPMENT WITHIN SPECIFIED UTILITY EXISTENT AREA. "THAT" AND "THAT" PATH DEPICTED ON A-1 AND E-1 REPRESENT PLANNED ROUTING BASED ON BEST AVAILABLE INFORMATION INCLUDING BUT NOT LIMITED TO A SURVEY, DIGGINGS, METES AND BOUNDS, FIELD LOCATE AND FIELD LAY EXISTING PATH. IF EXISTING PATH IS MATERIALLY INCONSISTENT WITH "THAT" AND "THAT" PATH DEPICTED ON A-1 AND E-1 AND SAID VARIANCE IS NOT NOTED ON CON, PLEASE NOTIFY TOWER OWNER AS FURTHER COORDINATION MAY BE NEEDED.

OVERALL UTILITY ROUTE PLAN

NO SCALE

3



ELECTRICAL NOTES

NO SCALE

2

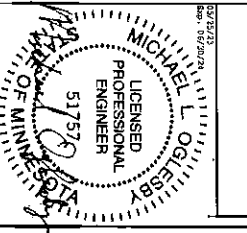
1. CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S INQUIRIES, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CONSIDERATION. NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL REQUIREMENTS TO MEET THESE STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE CORROBORATED WITH FIELD SURVEYS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUTING SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. REPORT WITH THE MECHANICAL CONTRACTOR AND OWNER AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES.
8. INSULATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
9. ALL DISCONNECTS AND CONTROL PANELS SHALL BE PROVIDED WITH STRAINERS, SERVICE HUNGERS, INSULATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED OIL AND PANEL FIELD LOCATIONS PER FROM.
10. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL COMPARTS PER THE SPECIFICATIONS AND NEC 250.
11. ALL DISCONNECTS SHALL BE PROVIDED WITH STRAINERS, SERVICE HUNGERS, INSULATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED OIL AND PANEL FIELD LOCATIONS PER FROM.
12. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
13. PANEL SCHEDULE LOADS AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.
15. ALL TIEBACKS IN COMPOUND TO BE HAND DUG.

DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED WIRINGS SHALL IDENTIFY +24V AND BLUE WIRINGS SHALL IDENTIFY -48V.

**Kimley** **Horn**

421 PRAIRIEVILLE ST, SUITE 600  
FALCON, CO 80729

5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	08/20/2021	ISSUED FOR PERMIT
2	09/27/2021	ISSUED FOR CONSTRUCTION
3	07/16/2021	ISSUED FOR CLARITY
4	06/26/2021	ISSUED FOR CLARITY

A&E PROJECT NUMBER: KHCLE-26109  
 DISH Wireless L.L.C. PROJECT INFORMATION  
 MNASP00373A  
 1345 W. WATZATA BLVD  
 LONG LAKE, MN 55558  
 ELECTRICAL/FIBER ROUTE PLAN AND NOTES  
 SHEET NUMBER: E-1