

FIRST AMENDMENT AND RESTATEMENT OF THE LEASE AGREEMENT

Between

City of Long Lake, a Minnesota municipal corporation

and

T-Mobile Central, LLC a Delaware limited liability company, successor in interest to APT  
Minneapolis, Inc. a Delaware corporation

Commencement Date: January 1, 2022

TABLE OF CONTENTS

	<u>PAGE</u>
1. <u>Leased Premises</u>	5
2. <u>Terms and Renewal</u>	5
3. <u>Rent</u>	6
(a) <u>Amount, Adjustments</u>	6
(b) <u>Time of Payments</u>	6
(c) <u>Taxes</u>	6
(d) <u>Miscellaneous</u>	6
4. <u>Governmental Approval Contingency</u>	7
(a) <u>Tenant Application</u>	7
(b) <u>Interference Study</u>	7
(c) <u>Non-approval</u>	7
5. <u>Tenant's Use</u>	8
(a.) <u>User Priority</u>	8
(b.) <u>Purposes</u>	8
(c.) <u>Construction</u>	9
(d.) <u>Operation</u>	9
(e.) <u>Maintenance, Improvement Expenses</u>	9
(f.) <u>Replacements, Updates, and Modifications</u>	9
(g.) <u>Drawings</u>	10
(h.) <u>No Interference</u>	10
(i.) <u>Access, Notice</u>	10
(j.) <u>Payment of Utilities</u>	11
(k.) <u>Noise</u>	11
6. <u>Emergency Facilities</u>	11
7. <u>Additional Maintenance Expenses</u>	11
8. <u>Maintenance of Tower Facilities by Landlord</u>	11
9. <u>Defense and Indemnification</u>	12
(a.) <u>General</u>	12
(b.) <u>Hazardous Materials</u>	12
(c.) <u>Tenant's Warranty</u>	13
10. <u>Insurance</u>	13
(a.) <u>Worker's Compensation</u>	13
(b.) <u>General Liability</u>	13
(c.) <u>Automobile Liability</u>	14
(d.) <u>Tenant Property Insurance</u>	14
(e.) <u>Additional Insured - Certificate of Insurance</u>	14
(f.) <u>Waiver of Claims; Subrogation</u>	14
11. <u>Damage or Destruction</u>	15
12. <u>Lease Termination</u>	15
(a.) <u>Events of Termination</u>	15
(b.) <u>Notice of Termination</u>	16
(c.) <u>Tenant's Liability for Early Termination</u>	16

	(d.) <u>Site Restoration</u>	16
13.	<u>Limitation of Liability</u>	17
14.	<u>Temporary Interruptions of Service</u>	17
15.	<u>Tenant Interference</u>	17
	(a.) <u>With Structure</u>	17
	(b.) <u>With Higher Priority Users</u>	17
	(c.) <u>Interference Study - New Occupants</u>	18
	(d.) <u>Interference - New Occupants</u>	18
16.	<u>Assignment</u>	18
17.	<u>Condemnation</u>	19
18.	<u>Landlord's Title</u>	19
19.	<u>Enforcement and Attorneys' Fees</u>	19
20.	<u>Notices</u>	19
21.	<u>Authority</u>	20
22.	<u>Binding Effect</u>	20
23.	<u>Complete Lease; Amendments</u>	20
24.	<u>Governing Law; Jurisdiction</u>	20
25.	<u>Severability</u>	20
26.	<u>Memorandum</u>	20
27.	<u>Brokers</u>	20
28.	<u>Counterparts</u>	20
29.	<u>Survival</u>	20
30.	<u>One-time Payment to Address Rent Shortfall</u>	21

FIRST AMENDMENT AND RESTATEMENT OF THE LEASE AGREEMENT

THIS FIRST AMENDMENT AND RESTATEMENT OF THE LEASE AGREEMENT (this "Amendment"), made this 1<sup>st</sup> day of January, 2022, between the City of Long Lake, a Minnesota municipal corporation ("Landlord") located at 450 Virginia Avenue, Long Lake, Minnesota 55356 and T-Mobile Central, LLC a Delaware limited liability company, successor in interest to APT Minneapolis, Inc. a Delaware corporation ("Tenant") located at 12920 SE 38<sup>th</sup> St, Bellevue, WA 98006, and fully amends, restates and replaces all original terms of that Lease Agreement between Landlord and APT Minneapolis, Inc. dated September 1, 1998. The original and unamended Lease and this Amendment are collectively referred to herein as the "Lease". Landlord and Tenant are sometimes referred to collectively herein as the "parties" or each a "party".

WHEREAS, Gronberg Properties, LLC, a Minnesota limited liability company, ("Owner" herein) is the successor in title to Fox Hollow Farm, LLC, which acquired from the City certain land located in Hennepin County, Minnesota legally described in **Exhibit A** attached hereto ("Owner's Property" herein); and

WHEREAS, during the period of Landlord's ownership of the same, a portion of Owner's Property was leased by Landlord to Tenant to house cellular services infrastructure; and

WHEREAS, as a part of Landlord's sale of the Owner's Property to Fox Hollow Farm, LLC, Landlord retained certain easement rights on a portion of Owner's Property pursuant to a Grant of Easement for Water Tower and Telecommunication Facility Purposes, dated November 2, 2000 and recorded November 22, 2000 as Document No. 7385947 (the "Water Tower and Telecommunication Easement" herein) legally described in **Exhibit B** attached hereto; and

WHEREAS, Owner purchased Owner's Property from Fox Hollow Farm, LLC and took possession of the same subject to a Lease Agreement between Landlord (or-its predecessor-in-interest) and Tenant (or its predecessor-in-interest) dated September, 1998 (as the same may have been amended, collectively, the "Unamended Lease"), pursuant to which the Tenant leases a portion of the Owner's Property which is within a portion of the Water Tower and Telecommunications Easement controlled by the City, to include space on Landlord's water tower and certain ground space for equipment, along with certain temporary and non-exclusive easement rights during the term of the Lease for ingress and egress and access to utilities, which are more particularly described on **Exhibit C** to the Lease attached hereto and by this reference made a part hereof; and

WHEREAS, Landlord and Tenant desire to amend and restate the terms of the Unamended Lease to extend the term thereof and to otherwise modify the same to replace all existing terms with those contained in this Lease, as expressly provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged by the parties hereto, the parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of the City controlled property within the Water Tower and Telecommunication Easement legally described in **Exhibit C**, and labeled therein as “Proposed Leased Premises Description” and further certain space located on Landlord’s water tower (“Structure”) both as delineated and described within the installation/construction drawing attached hereto as **Exhibit D**, to include certain directional antennas, connecting cables and appurtenances to be attached and located on the Structure in the areas designated within, together with the described and delineated ground-located equipment, the exact location, type, size, height, weight, and volume of such equipment located on the Structure and the ground as described in and shown on the approved plans contained in **Exhibit D**, along with certain temporary easement for reasonable access thereto during the term of the Lease and for the placement of adequate utility services, including sources of electric, optical fiber and telephone facilities, as described in **Exhibit C**, and labeled therein as “Proposed Right of Access Description” (collectively the “Leased Premises”). During the term of the Lease, Tenant’s rights to use the Leased Premises as described herein and within the referenced exhibits shall be non-exclusive, and the leased space and permitted equipment upon the Structure and within the Tenant-occupied ground space shall be limited to and more particularly shown on the installation drawing attached hereto as **Exhibit D**. Notwithstanding the foregoing, Tenant shall have the exclusive right to use, during the term of this Amendment, of that\_300 sq. ft. portion of the Leased Premises in which its ground equipment is located, but this exclusivity right shall not apply to areas occupied by buried lines or areas utilized to access the Leased Premises (“Tenant Ground Space”).
  
2. Terms and Renewal.
  - a. The "Initial Term" of this extension of the Lease shall be deemed to have commenced on January 1, 2022 (the “Effective Date”) and end on the day immediately preceding the tenth anniversary of the Effective Date. As used herein, a "Leased Year" shall commence on the Effective Date and each anniversary thereof and run until the next anniversary of the Effective Date. As additional consideration for this Lease, Tenant shall pay Landlord a one-time, non-refundable, lump-sum signing bonus of fifteen thousand dollars (\$15,000.00) (the “Signing Bonus”). The Signing Bonus shall be paid by Tenant to Landlord within 90 days of the full execution of this Lease, but in no event later than April 30, 2024. Tenant further agrees that the Signing Bonus does not compensate Landlord for rent due within the period described above and shall be non-refundable to Tenant, regardless of Tenant’s ability to meet the requirements referenced in subparagraph 4(a) below.
  
  - b. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for three (3) additional five year renewal periods ("Renewal Terms") commencing on the date following the expiration date of the Initial Term or of any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the

Initial Term or any Renewal Term, such notice to be provided in accordance with Paragraph 20 of this Lease.

3. Rent.

a. Amount, Adjustments. As consideration for this Lease, Tenant shall pay to Landlord rent in advance quarterly as follows:

Tenant shall pay Landlord rent in advance in four quarterly installments on the first business day of each calendar quarter (i.e., January 1, April 1, July 1, and October 1), except that the first quarter rent payment in 2024 shall be made no later than March 1, 2024, but such first 2024 payment delay shall not affect the due date for any subsequent quarterly payment. Payments will be wired directly into Landlord's bank account in accordance with written wiring instructions previously provided by Landlord to Tenant, subject to written notice of amendment by Landlord. The annual rent for the Initial Term of this Amendment (commencing January 1, 2022) shall be \$36,000.00 ("Initial Annual Rent"), together with any applicable sales tax and applicable special assessment costs. Commencing with the annual rent payable in the year 2023, annual rent for each year shall be increased by three percent (3%) of the previous year's rent. This annual increase shall continue throughout the term of the Lease, including any Renewal Terms.

b. Time of Payments. With the exception of the permitted delay in the initial rental payment as contemplated in subparagraph 2(a) above, rent shall be paid monthly in advance by the first business day of each month. Tenant shall pay a late fee of \$100.00 if the rent is not paid within ten (10) days of its due date. Collection of this late fee shall not in any way limit Landlord's right to exercise any of Landlord's rights to collect unpaid rent from Tenant, nor prohibit Landlord from exercising any rights contained within this Lease, including without limitation, termination of this Lease. If the Tenant does not meet the requirements referenced in subparagraph 4(a) below, Tenant may terminate this Lease subject to the terms of Section 4 below.

c. Taxes. In addition to the rent, Tenant further agrees to timely pay its pro rata share of any real estate taxes or personal property taxes in lieu of real estate taxes or special assessments required by any governmental body having jurisdiction over the Leased Premises as a result of this Lease, following receipt of an invoice for such taxes and assessments together with reasonable supporting documentation evidencing Tenant's pro-rata share of the taxes.

d. Miscellaneous. Tenant shall pay all costs of Landlord's inspections and installation/modification project management costs for the communication facility equipment described in **Exhibit D** within 60 days after Landlord sends an invoice for such fees to Tenant, together with reasonable supporting documentation evidencing such fees. In addition to consulting and engineering inspection costs, Tenant shall reimburse Landlord for all reasonable costs associated with reviewing

this Lease and approving Tenant's application, including but not limited to all attorneys' fees, staff and administrative review time, engineering inspection fees and third party consultant fees and expenses. All fees and invoices contemplated in this paragraph 3d must be paid within 90 days after Landlord sends Tenant an invoice for the same together with reasonable supporting documentation evidencing such fees. Landlord may utilize an Escrow Agreement to facilitate the reimbursement process which Escrow Agreement shall be in a form and substance acceptable to Landlord and Tenant.

4. Governmental Approval Contingency.

- a. Tenant Application. Tenant's right to use the Leased Premises pursuant to the equipment modification proposed in **Exhibit D** is expressly made contingent upon its obtaining and maintaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action, which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. However, this Lease in no way obligates Landlord to issue such certificates, permits, zoning or other approvals. Nor shall it be interpreted to curtail or limit the City's rights to utilize or implement its eminent domain authority and, in such event, the provisions of paragraph 17 herein shall control.
- b. Interference Study. Before obtaining any new building permit, Tenant must pay the reasonable costs of (i) a radio frequency interference study, if determined necessary by the Long Lake City Engineer, carried out by an independent and qualified professional selected by and agreed upon by Landlord and Tenant showing that Tenant's intended use will not interfere with any existing communications facilities and (ii) an engineering study showing that the Structure is able to support the Tenant's Communication Facilities, as defined in Subparagraphs 5(b) and (c), without prejudice to the City's use of the Structure. If the study finds that there is a potential for interference that cannot be reasonable remedied or for prejudice to the Structure, Landlord may deny the permit application. Landlord may, at its discretion, waive the requirement of an interference study if Landlord determines that the proposed modification will not affect the frequencies used by Tenant.
- c. Non-approval. In the event that any application necessary under Subparagraph 4(a) above to implement the equipment modifications contemplated in **Exhibit D** is finally rejected, Tenant shall have the right to terminate the Lease, in writing, within 30 days of notice of said final application rejection. Tenant's failure to timely exercise this termination option shall be deemed to be a waiver of the same. Should Tenant exercise the termination right contemplated in this paragraph, Tenant shall not be entitled to recover any rent paid prior to such termination nor shall such action eliminate Tenant's obligation to pay any delinquent rent. Further, Tenant

shall not be entitled to recover or withhold any portion of the Signing Bonus owed to Landlord pursuant to Subparagraph 2(a) above. Tenant shall also 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 as outlined in Section 20 of this Lease 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. Except as required under Subparagraph 12(d) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligation to each other, except for those obligations outlined in Paragraph 9 of this Lease.

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 Lease is in effect, and Tenant's use shall be subordinate accordingly:
1. Landlord's non-commercial uses;
  2. Public safety agencies, including law enforcement, fire, and ambulance services;
  3. Other governmental agencies where the non-commercial use is not related to public safety;
  4. Pre-existing governmental entities, including Landlord, who offer a commercial service to the general public for a fee unless there is a material modification of any existing equipment configuration and/or frequency characteristics, in which event any existing unmodified equipment shall have priority; and
  5. Pre-existing tenants existing at the Water Tower and Telecommunications Easement prior to the Effective Date, unless there is a material modification of any existing equipment configuration and/or frequency characteristics, in which event any existing unmodified equipment shall have priority.
- b. Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved communications antenna facility and uses incidental thereto for providing radio and wireless telecommunication services, which Tenant is legally authorized to provide to the public. Subject to part (f) below, for any new projects, applications, additions or modifications after the date of execution of this Lease, Tenant shall submit all plans and specifications for its Communication Facilities to the Landlord for approval, which approval shall not be unreasonably withheld or delayed. Excepting the above defined Tenant Ground Space, this use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises. Tenant's communications antenna facility shall consist of antennas, along with cables and appurtenances connected thereto, as shown on the attached **Exhibit D**



("Communication Facilities"). 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 Lease.

- c. Construction. Tenant may erect, operate and maintain an antenna array in accordance with the plans and specifications in its submitted application, attached as **Exhibit D**. If Tenant wishes to install additional transmission equipment, it must first pay for an evaluation carried out by a qualified professional, retained by Landlord or Tenant and subject to Landlord's approval, demonstrating that (i) the additional equipment will not interfere with existing antennas and equipment or with proposed antennas/equipment with a higher priority, and that (ii) the Structure can structurally support the additional equipment. The cost of each evaluation must be paid by the Tenant within thirty (30) days after receiving written notice of the cost. Upon a written request from Tenant, Landlord shall provide documentation supporting these costs, if Landlord has incurred them. If Landlord consents, the parties will negotiate the amount of additional rent for the additional equipment. 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.
- 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. Subject to part (f) below, Tenant's installation of all Communication Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations, shall be repaired at Tenant's expense within thirty (30) days after notification of damage. The Communication Facilities shall remain the exclusive property of the Tenant. The Structure shall remain the exclusive property of 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 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 facilities on or adjacent to the Leased Premises, and secured by Tenant. If Tenant's Communication Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure.
- f. Replacements, Updates, and Modifications. Tenant may not add to or alter the Communication Facilities set forth in **Exhibit D** without the prior written approval of the Landlord, provided however, Tenant may perform maintenance or repairs of

the Communication Facilities and may replace existing equipment located on the water tower with equipment that is the same or smaller in size, height, weight, volume and wind loading and which does not reduce Landlord's available capacity on the water tower without the prior approval of Landlord, however, notice to Landlord is required regardless of whether Landlord consent is required or not. In the event that Tenant needs to perform emergency maintenance or repairs of the Communication Facilities which will not add to or alter the same, Tenant shall provide Landlord with as much notice as possible and inform Landlord of the type and scope of work to be performed. In all other situations, at least thirty (30) days before the Tenant replaces, updates or modifies the Communication Facilities, Tenant shall notify and provide detailed plans and specifications to Landlord for any such replacement facilities, together with any other information reasonably requested by Landlord regarding such requested update, replacement, or modification, including but not limited to, a technical study, carried out at Tenant's expense. Tenant agrees to reimburse Landlord for all costs incurred by Landlord in connection with any addition or alteration to the Communication Facilities, 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. Landlord may utilize an escrow agreement to facilitate the reimbursement process. Such an escrow agreement shall be in a form and substance acceptable to Landlord and Tenant. When requested and practicable, Landlord will attempt to obtain an estimate of the costs of any Consultant review of any future addition or alteration to the Communication Facilities, and provide the same to Tenant with a requested escrow amount. If Landlord consent is required and Landlord consents to the update or modification, or replacement, the parties will negotiate the amount of additional rent, if any, for the additional equipment. 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.

- g. Drawings. 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. Tenant shall not unreasonably interfere with the operation of any priority tenant using the Structure and shall not interfere with the working use of any water storage facilities thereon or to be placed thereon by Landlord.
- i. Access, Notice. Tenant and its employees, agents, contractors and designees, at all reasonable times during this Lease, shall have access to the Leased Premises and

the Structure in order to operate and maintain its Communication Facilities, subject to the terms of this Lease and applicable federal, state, and local law. Tenant shall notify Landlord by telephone or email of scheduled operation and maintenance work on the Communication Facilities located on the Structure at least 48 hours in advance of the start of the scheduled work. In the case of the need for emergency work to the Communication Facilities on the Structure, Tenant shall notify Landlord as soon as practicable after commencement of the work. For the purposes of this section, Tenant shall directly contact the City Administrator, or her/his designee at least 48 hours in advance of the start of any non-emergency work on the Structure, to complete notification of Landlord.

- 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 shall promptly pay all costs associated therewith. At Tenant's sole cost, Landlord shall reasonably cooperate with Tenant's efforts to obtain any utilities necessary to serve the Communications Facilities.
  - k. Noise. All Communication Facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to the occupants of nearby properties, residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air conditioning units. Backup generators shall only be operated during power outages and for testing and maintenance purposes. At any time, noise attenuation measures may be required by Landlord, when deemed necessary. 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 man-made 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.
  - 7. Additional Maintenance Expenses. Upon notice from Landlord, Tenant shall promptly pay to Landlord all additional Landlord expenses incurred in maintaining the Leased Premises and the Structure, including painting or other maintenance of the Structure, that are caused by or directly attributable to Tenant's occupancy of the Leased Premises.
  - 8. Maintenance of Tower Facilities by Landlord. Upon 30 days-notice by Landlord, Tenant agrees it will take whatever actions are reasonably necessary to permit Landlord to perform maintenance on the Structure. If this maintenance may include temporary removal of a portion of the Communication Facilities, Tenant shall be obligated to comply with Landlord's direction to remove upon 120 days' notice, but Landlord shall make every effort to provide Tenant with as much notice as possible of an impending request to remove equipment. Any requirement of Tenant under this Paragraph shall be at no cost to

Landlord. If any proposed maintenance results in an interruption of service from Tenant's Communication Facilities, Tenant shall be permitted to place temporary facilities known as a cell on wheels (COW) within Landlord's Water Tower and Telecommunications Easement, when feasible, and otherwise on other property owned by Landlord for the duration of the maintenance activities that adversely affect Tenant's Communication Facilities. Landlord shall have discretion to determine where such COW facility shall be temporarily located.

9. 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 Lease arising from Tenant's installation, modification, maintenance, and operation of its Communication Facilities or Tenant's use of the Leased Premises, except those which arise from the negligence or willful misconduct of Landlord or other Landlord authorized users of the Water Tower and Telecommunications Easement or the Structure. Tenant shall defend all claims arising out of the installation, modification, 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 Water Tower and Telecommunications Easement except those which arise from the negligence or willful misconduct of Tenant or other users of the Water Tower and Telecommunications Easement or the Structure.
- b. Hazardous Materials. Without limiting the scope of Subparagraph 9(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 attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Tenant's use of Hazardous Materials. For purposes of this Lease, "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. Excepting equipment utilized by Tenant, Landlord represents that it has no knowledge of any Hazardous Materials on the Leased Premises. Landlord will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including 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 Paragraph 9 shall survive the expiration or other terminations of this Lease. Tenant shall be allowed to use a Landlord-approved generator and properly 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 the Communication Facilities.

10. 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.

- 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, personal and advertising injury, premises/operation, broad form contractual liability, claims arising from Tenant independent contracts, and products/completed operation.

Tenant must maintain aforementioned Commercial General Liability Coverage with limits of liability of \$2,000,000 per occurrence and \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate.

The City of Long Lake will be included as an Additional Insured as their interest may appear under this Agreement on the Commercial General Liability insurance and the Automobile Liability insurance. For Tenant operations, compliance with the terms of this Lease, and for claims arising out of the negligent acts and or willful misconduct of Tenant's actions, Additional insured coverage shall apply as primary insurance and be non-contributory with respect to any policy maintained by the City of Long Lake. Additionally, Landlord requires that Tenant carry completed operations insurance per Minnesota statute. Tenant shall require any contractor or subcontractor to obtain and maintain substantially the same insurance as required of Tenant including 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 combined single limit each accident covering all owned, non-owned and hired vehicles.

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 the Lease 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, within 90 days of full execution of this Amendment, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- VII or better) by Best Insurance Guide, licensed, authorized or permitted to do business in the state of Minnesota, which includes all coverages required in this Paragraph 10. Tenants will include Landlord as an Additional Insured as their interest may appear under this agreement on the General Liability and Commercial Automobile Liability Policies. Upon receipt of notice from its insurer(s), Tenant will provide the Landlord with thirty (30) days' prior written notice of cancellation, non-renewal, or material alteration of any required coverage. Tenant shall provide evidence of the maintenance of the required insurance to Landlord, on an annual basis. Failure to maintain all of the insurance policies required by this Paragraph 10 shall amount to a material breach of Tenant's obligations under this Lease and shall empower Landlord to terminate the Lease immediately and without cost to Landlord.

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 any improvement thereto, or the Structure 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 Paragraph 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, 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 Structure.

11. Damage or Destruction. If the Leased Premises 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 Lease upon thirty (30) days' written notice to the Landlord. In the event Tenant elects to terminate this Lease, Tenant shall be entitled to reimbursement of any pre-paid rent covering the period subsequent to the effective date of the termination. Under no circumstances shall Tenant be entitled to recover from Landlord any portion of the Signing Bonus paid to Landlord nor shall the provisions of this paragraph effect Tenant's obligation to pay the same and any and all due rent to Landlord.

12. Lease Termination.

a. Events of Termination. Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party 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 Lease 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, within 30 days of notice of a final application rejection as contemplated in, and subject to the terms of, Section 4 above. This termination right may only be exercised within this 30 day period and thereafter shall be considered waived and any exercise of the same shall not relieve Tenant of the obligation to pay the Signing Bonus contemplated in Section 2(a);
- (iii) by Landlord, upon six months' notice, if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises, however, Landlord shall retain the authority to immediately terminate this Lease in the event Landlord determines that the Structure presents an imminent threat to public safety;
- (iv) by Landlord, upon six months' notice, if an engineering study determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Communication Facilities

unreasonably interfere with another user with a higher priority and Tenant does not remove the interfering equipment as required by Paragraph 15(b). If Landlord seeks to terminate this Lease pursuant to this subparagraph 12a(iv) due to a priority user need related to public safety, then this Lease may be terminated by Landlord without further obligation to Tenant. If Landlord seeks to terminate this Lease pursuant to this subparagraph 12a(iv) and the priority user's need is not related to public safety, then before terminating this Lease pursuant to this subparagraph 12a(iv), Landlord shall make all reasonable efforts to arrange placement of the priority user and/or allow relocation of Tenant on the Structure in a way which will not necessitate the removal of Tenant or termination of this Lease. If Landlord is unable to arrange for mutual placement of Tenant and the priority user unrelated to public safety, Landlord may terminate this Lease pursuant to this subparagraph 12a(iv), but Landlord shall not at any time over the balance of the then existing Term and all unexpired Renewal Terms, lease the Leased Premises to another party with equal or lesser priority for the same use as that of Tenant.

- (v) By Landlord, upon reasonable notice and provision of an opportunity to cure to Tenant, due to non-payment or habitual delinquent payment of rent or other financial obligations owed by Tenant to Landlord pursuant to this Lease.
- b. Notice of Termination. The parties shall give notice of termination in accordance with Section 20 of this Lease. Such notice shall be effective upon receipt, as evidenced by the return receipt, affidavit of service, or such later date as stated in the notice. All rentals paid for the Lease period prior to the termination date shall be retained by Landlord.
- c. Tenant's Liability for Early Termination. If Tenant terminates this Lease other than as expressly provided in this Lease, and that termination occurs during the Initial Term of this Lease, Tenant shall pay to Landlord as liquidated damages for early termination two (2) year's rent at the then current rate, including scheduled escalation, over and above any rent paid or rent then or thereafter owed pursuant to the Lease. If Tenant terminates this Lease other than as expressly provided in this Lease, and that termination occurs after completion of the Initial Term of this Lease, Tenant shall pay to Landlord as liquidated damages for early termination, one (1) year's rent at the then current rate over and above any rent paid or rent then or thereafter owed pursuant to the Lease.
- d. Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have sixty (60) days from the termination or expiration date to remove its Communication Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure and any ground space to the condition existing prior to the commencement of the Unamended Lease, except for



normal wear and tear and damage by the elements; if such time for removal causes Tenant to remain on the Leased Premises after the termination or expiration date, Tenant shall pay rent at the then existing monthly rate, including any scheduled escalation. In the event that Tenant's Communication Facilities, and related equipment are not removed within 60 days, Landlord may remove the same, at Tenant's expense, or at Landlord's sole discretion, become the property of Landlord free of any claim by Tenant or any person or entity claiming through Tenant. If Tenant fails to remove the Communication Facilities or any other improvements within 60 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 after 60 days that any portion of the Communication Facilities remain on the Leased Premises.

13. Limitation of Liability. Except for claims for third-party indemnity or contribution, neither party shall be liable to the other for value of the business as a going concern, future expectation of profits, loss of business or profit or other consequential or special damages.
14. Temporary Interruptions of Service. If Landlord reasonably determines that continued operation of the Communication Facilities 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 omissions, which are regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Communication Facilities, except as may be caused by the willful misconduct of Landlord, its employees or agents and except if Landlord's determination is found by a court of competent jurisdiction to have been negligent or inaccurate. If the discontinuance extends for a period greater than three days, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without payment of any damages.
15. Tenant Interference.
  - a. With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions, which unreasonably and materially interfere with Landlord's use thereof not later than three business days after receipt of written notice of the interference from Landlord.
  - b. With Higher Priority Users. If Tenant's Communication Facilities cause impermissible interference with higher priority user as set forth in Subparagraph 5(a) above or with preexisting equipment of other tenants, Tenant shall take all measures necessary to promptly correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written

notice of the interference, Tenant shall immediately cease operating its Communication Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 60 days after Tenant received Landlord's written notice, Landlord or Tenant shall immediately remove the interfering equipment at Tenant's expense and/or Landlord may at its option terminate this Lease immediately for cause and without payment of any damages.

- c. Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity of the Leased Premises ("Leased Premises Area"), Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.
  - d. Interference – New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Communication Facilities or would contribute to causing interference with higher priority users. Landlord agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with Tenant's Communication Facilities. Landlord agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.
16. Assignment. This Lease, and rights thereunder, may be sold, assigned, or transferred at any time by Tenant to Tenant's parent, affiliates, subsidiaries or any entity which acquires substantially all of the assets of Tenant in the market defined by the FCC in which the Water Tower and Telecommunications Easement is located, without the consent of Landlord. In such an event, Tenant shall provide at least 30 days' written notice of the assignment to Landlord. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld or delayed. For purposes of this Paragraph, an "affiliate" or "subsidiary" means an entity, which directly or indirectly controls or is controlled by Tenant. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity, which provides financing to Tenant. However, no assignment shall relieve Tenant of its obligations pursuant to the Lease.

17. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, and the condemning authority declines to continue to lease the Leased Premises to Tenant, the Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises 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, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant 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 Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Landlord is the condemning authority), such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Communication Facilities, and leasehold improvements.
18. Landlord's Title. Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Leased Premises, subject to the terms of this Lease. Landlord represents and warrants to Tenant as of the date of Landlord's execution of this Lease that Landlord is not aware of any undisclosed liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect Tenant's use.
19. Enforcement and Attorneys' Fees. In the event that either party to this Lease 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.
20. 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, 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  
   450 Virginia Ave.  
   P.O. Box 606  
   Long Lake, MN 55356  
   Attention: City Administrator

With Copy to:              John J. Thames, Esq.  
   Long Lake City Attorney  
   6300 Shingle Creek Parkway  
   Suite 305

Minneapolis, MN 55430

If to Tenant, to: T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue WA 98006  
Attn: Lease Compliance / A1O079A

21. Authority. Each of the individuals executing this Lease 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 Lease.
22. Binding Effect. This Lease shall run with the Leased Premises as apart of Owner's Property. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
23. Complete Lease; Amendments. This Lease 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 Lease must be in writing and executed by both parties.
24. Governing Law; Jurisdiction. This Lease shall be construed in accordance with the laws of the State of Minnesota. Further, in the event that either party to this Lease shall litigate a claim or bring claim in arbitration to enforce any rights hereunder, that claim shall be handled in Hennepin County, Minnesota.
25. Severability. If any term of this Lease is found be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
26. Memorandum. Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both parties, which may be recorded by the party requesting the Memorandum of Lease.
27. 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.
28. Counterparts. This Lease may be signed in counterparts by the parties hereto each of which counterparts shall be considered an original.
29. Survival. The provisions of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

30. One-time Payment to Address Rent Shortfall. The parties acknowledge that Tenant, as of the date of execution of this Lease, has paid \$25,008.52/year in rent to Landlord for the Lease years 2022 and 2023. As a part of this Lease, the parties agree that Tenant shall make a one-time payment to Landlord no later than April 30, 2024 in the amount of \$23,062.96 to cover the uncollected value contemplated in this Lease. Upon such payment, Landlord waives any claim to 2022 and 2023 Rent shortfalls pursuant to this Lease which are based upon non-payment of the full amount contemplated in Section 3a herein. However, this waiver shall not apply to any other claims related to non-compliance with the Lease or to Rent payment in 2024 or thereafter.

[SIGNATURES ON FOLLOWING PAGE]

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Weske  
Its Administrator

Date: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 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



**EXHIBIT A**

(“Owner’s Property”)

Real Property in Hennepin County, Minnesota, described as follows:

445 Willow Drive, Long Lake, MN 55356

That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 118 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point 292.01 feet North from the Southeast corner of said Southeast Quarter of the Northeast Quarter; thence West parallel with the South line of said Southeast Quarter of the Northeast Quarter a distance of 269.52 feet; thence Northwesterly along a line deflecting right 35 degrees 57 minutes to its intersection with a point 391.02 feet North of the South line of said Southeast Quarter of the Northeast Quarter; thence East parallel with the South line of said Southeast Quarter of the Northeast Quarter to a point 391.02 feet North from the Southeast corner of said Southeast Quarter of the Northeast Quarter; thence South 99.01 feet to the point of beginning, except the East 33 feet thereof.



**EXHIBIT B**

(“Water Tower and Telecommunications Easement”)  
(See Attached Exhibits B-1 to B-4)



PROPOSED UTILITY EASEMENT DESCRIPTION

A 10.00 foot wide easement for utility purposes over, under and across the following described property:

That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 118 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 292.01 feet north from the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 269.52 feet; thence northwesterly along a line deflecting right 35 degrees 57 minutes to its intersection with a point 391.02 feet north of the south line of said Southeast Quarter of the Northeast Quarter; thence east parallel with the south line of said Southeast Quarter of the northeast Quarter to said East line; thence south along said East line to the point of beginning, except the East 33 feet thereof,

the centerline of said easement being described as follows: Commencing at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 297.01 feet north of the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 33.00 feet to the point of beginning of the centerline being described; thence continuing west parallel with said South line a distance of 120.00 feet; thence northwesterly, deflecting right 60 degrees a distance of 25.00 feet; thence westerly, deflecting left 60 degrees a distance of 35.00 feet, and said line there ending.

Exhibit B 1 of 4

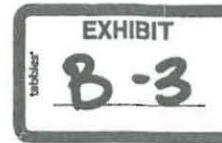


PROPOSED UTILITY EASEMENT DESCRIPTION

A 20.00 foot wide easement for utility purposes over, under and across the following described property:

That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 118 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 292.01 feet north from the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 269.52 feet; thence northwesterly along a line deflecting right 35 degrees 57 minutes to its intersection with a point 391.02 feet north of the south line of said Southeast Quarter of the Northeast Quarter; thence east parallel with the south line of said Southeast Quarter of the northeast Quarter to said East line; thence south along said East line to the point of beginning, except the East 33 feet thereof,

the centerline of said easement being described as follows: Commencing at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 323.01 feet north of the Southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 33.00 feet to the point of beginning of the line being described; thence continuing west on said parallel line a distance of 167.02 feet to "Point B", and said centerline there ending. Together with that part of the above described property which lies within the circumference of a circle having a radius of 15.00 feet, the center of said circle being hereinbefore described "Point B".



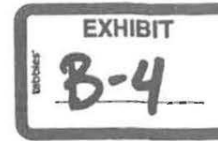
PROPOSED ACCESS EASEMENT DESCRIPTION

A 10.00 foot wide easement for access purposes over the following described property:

That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 118 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 292.01 feet north from the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 269.52 feet; thence northwesterly along a line deflecting right 35 degrees 57 minutes to its intersection with a point 391.02 feet north of the south line of said Southeast Quarter of the Northeast Quarter; thence east parallel with the south line of said Southeast Quarter of the northeast Quarter to said East line; thence south along said East line to the point of beginning, except the East 33 feet thereof,

the centerline of said easement being described as follows: Commencing at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 315.80 feet north of the Southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 33.00 feet to the point of beginning of the line being described; thence continuing west on said parallel line a distance of 97.89 feet; thence westerly along a tangential curve concave to the north, having a central angle of 20 degrees and a radius of 30.00 feet, a distance of 10.47 feet; thence westerly tangent to last said curve a distance of 10.51 feet; thence westerly along a tangential curve concave to the south, having a central angle of 20 degrees and a radius of 30.00 feet, a distance of 10.47 feet; thence west tangent to last said curve a distance of 38.83 feet to "Point A", and said centerline there ending.

Together with that part of the above described property which lies within the circumference of a circle having a radius of 43.00 feet, the center of said circle being hereinbefore described "Point A".



PROPOSED UTILITY EASEMENT DESCRIPTION

An easement for utility purposes over, under and across the following described property:

That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 118 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 292.01 feet north from the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 269.52 feet; thence northwesterly along a line deflecting right 35 degrees 57 minutes to its intersection with a point 391.02 feet north of the south line of said Southeast Quarter of the Northeast Quarter; thence east parallel with the south line of said Southeast Quarter of the northeast Quarter to said East line; thence south along said East line to the point of beginning, except the East 33 feet thereof, said easement being 2.50 feet on each side of "Line C" described below, and being 15 feet on each side of "Line D" described below:

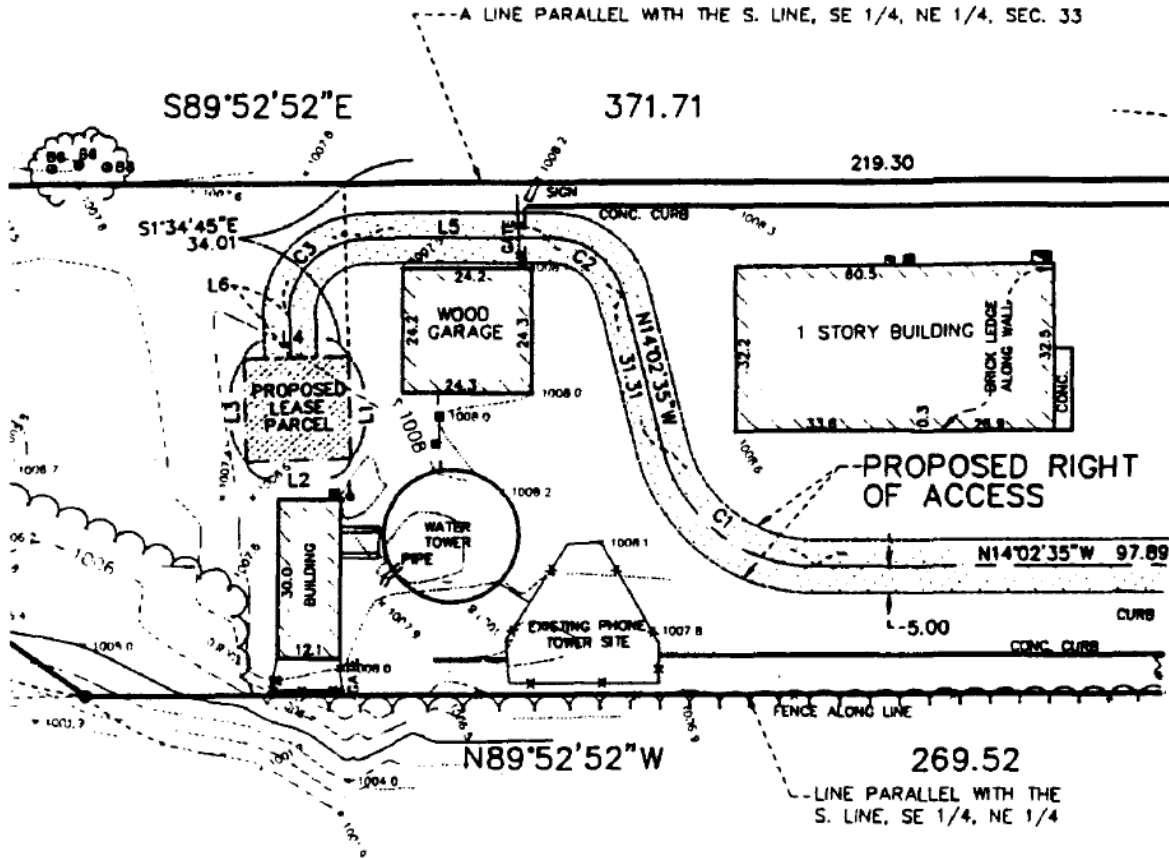
"Line C"

Commencing at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 388.52 feet north of the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 33.00 feet to the point of beginning of said "Line C"; thence continuing west parallel with said south line a distance of 192.76 feet to a point, said point being the point of termination of said "Line C" and the point of beginning of said "Line D"; thence south parallel with said east line a distance of 70.00 feet, and said "Line D" there terminating.

Exhibit B 4 of 4

## EXHIBIT C

("Leased Premises" attached hereto)



### Legal Description of Leased Premises:

Commencing at a point on the east line of said Southeast Quarter of the Northeast Quarter, distant 391.02 feet north of the southeast corner thereof; thence North 89 degrees 52 minutes 52 seconds West parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 219.30 feet; thence south 1 degree 34 minutes 45 seconds East a distance of 34.01 feet to the point of the beginning of the land to be described: thence continuing South 1 degree 34 minutes 45 seconds East a distance of 20.00 feet; thence north 1 degree 34 minutes 45 seconds West a distance of 20.00 feet; thence North 88 degrees 25 minutes 45 seconds East a distance of 20.00 feet to said point of beginning.

**EXHIBIT D**

(“Communication Facilities”)  
(Approved Plans dated August 21, 2020 attached hereto)

**T-Mobile**  
 8000 WEST 100 STREET  
 MINNAPOLIS, MN 55439  
 (952) 833-1145

**TRILEAF**  
 501 WILLOW DRIVE SOUTH  
 SUITE 200  
 MINNAPOLIS, MN 55408  
 PH: (612) 277-4292 F: (612) 277-1212

**Insite inc.**  
 Wireless Consulting Services  
 15960 WINEYET ROAD  
 SUITE 140  
 CAMBRIDGE TERRACE, L. 55081

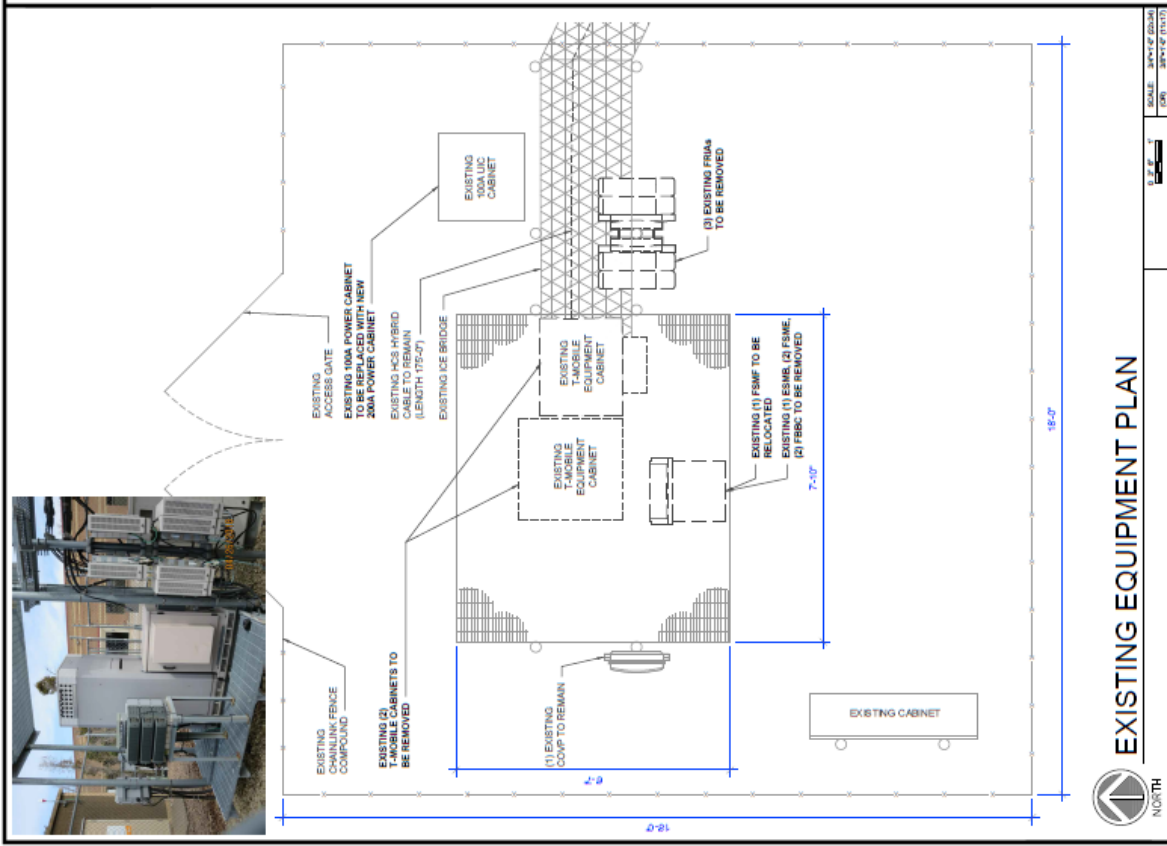
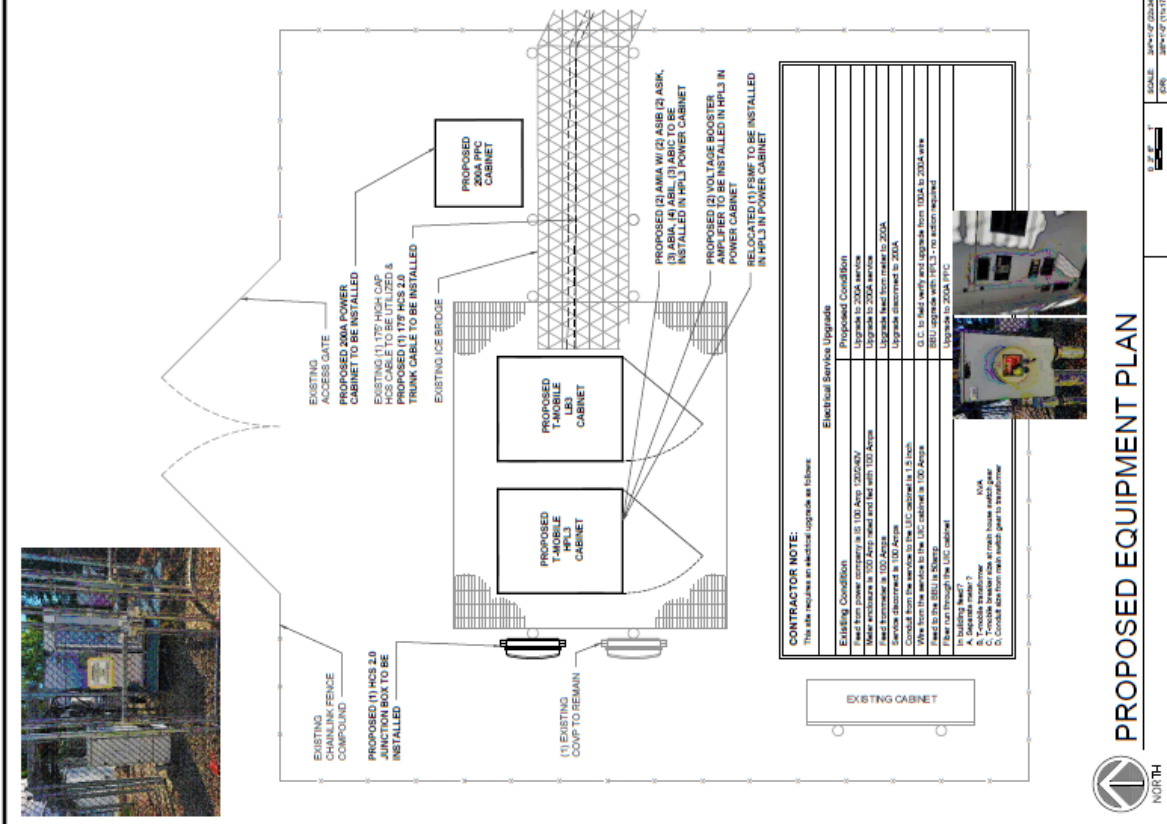
SITE NAME: **LONG LAKE**

SITE ID: **A100079A**

SITE ADDRESS: **445 WILLOW DRIVE SOUTH  
 LONG LAKE, MN 55336**

PROJECT NUMBER: **668234**

NO.	DATE	REV.	BY	CHKD.	DESCRIPTION
1	08/07/20	-	PROJ	MAN	PRELIMINARY CD REV A
2	08/07/20	-	PROJ	MAN	FINAL CD REV B
3	08/07/20	-	PROJ	MAN	FINAL CD REV C
4	08/07/20	-	PROJ	MAN	FINAL CD REV D
5	08/07/20	-	PROJ	MAN	FINAL CD REV E
6	08/07/20	-	PROJ	MAN	FINAL CD REV F
7	08/07/20	-	PROJ	MAN	FINAL CD REV G
8	08/07/20	-	PROJ	MAN	FINAL CD REV H
9	08/07/20	-	PROJ	MAN	FINAL CD REV I
10	08/07/20	-	PROJ	MAN	FINAL CD REV J



SCALE: 1/4" = 1'-0"

DATE: 08/07/20

BY: [Signature]

PROJECT NUMBER: **C-1.1**

SCALE: 1/4" = 1'-0"

DATE: 08/07/20

BY: [Signature]

PROJECT NUMBER: **C-1.1**



**T-Mobile**  
 1000 W. WILLOW STREET  
 SUITE 100  
 MINNAPOLIS, MN 55408  
 PH: (612) 227-4000

**TRILEAF**  
 502 WALTON OFFICE BLDG  
 SUITE 200  
 MINNAPOLIS, MN 55401  
 PH: (612) 227-4000

**Insite inc.**  
 Wireless Consulting Services  
 15660 MINNETT ROAD  
 SUITE 140  
 CAMBRIDGE TERRACE L 55081

SITE NAME  
**LONG LAKE**

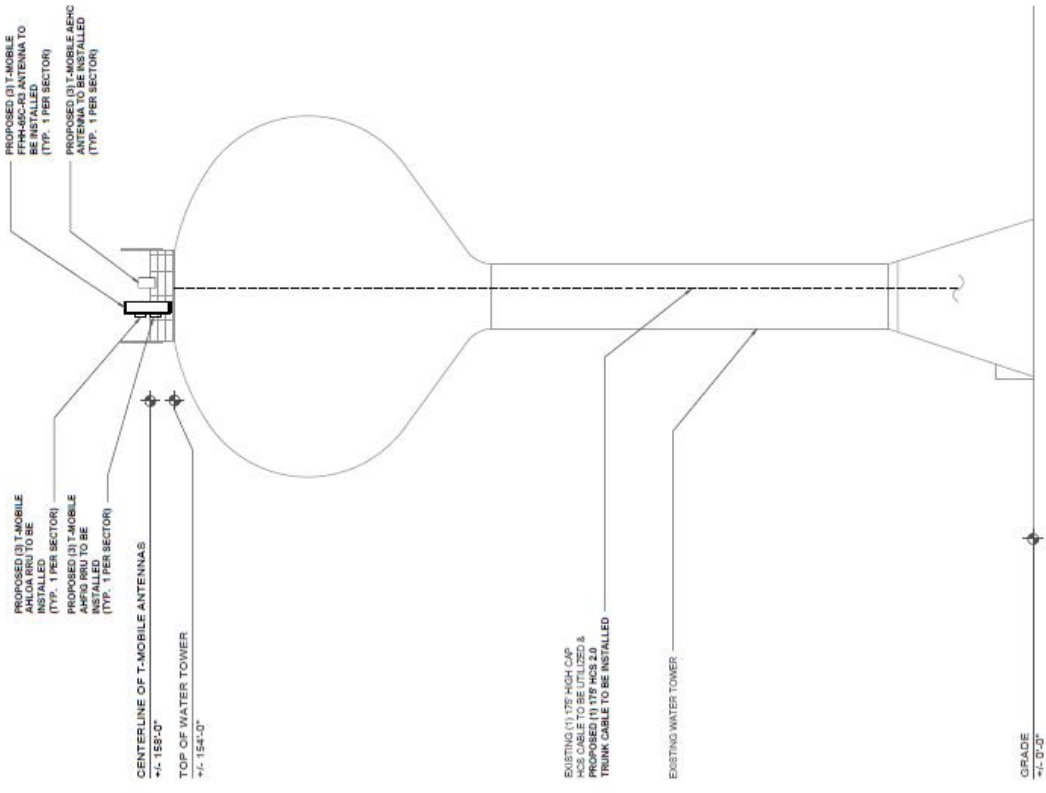
SITE ID  
**A100079A**

SITE ADDRESS  
**445 WILLOW DRIVE SOUTH  
 LONG LAKE, MN 55308**

PROJECT NUMBER  
**668234**

REV	DATE	BY	CHKD	REVISIONS
01	08/02/20			PRELIMINARY CO'S REV A
02	08/02/20			FINAL CO'S REV B
03				
04				
05				
06				
07				
08				
09				
10				

TOWER ELEVATION  
 SHEET NUMBER  
**A-1.0**



**TOWER ELEVATION**

SCALE: 1"=50'-0"  
 DWG: 10-000079A.DWG

**T-Mobile**  
 8000 METZ BLVD  
 MINNETONKA, MN 55345  
 (952) 833-4145

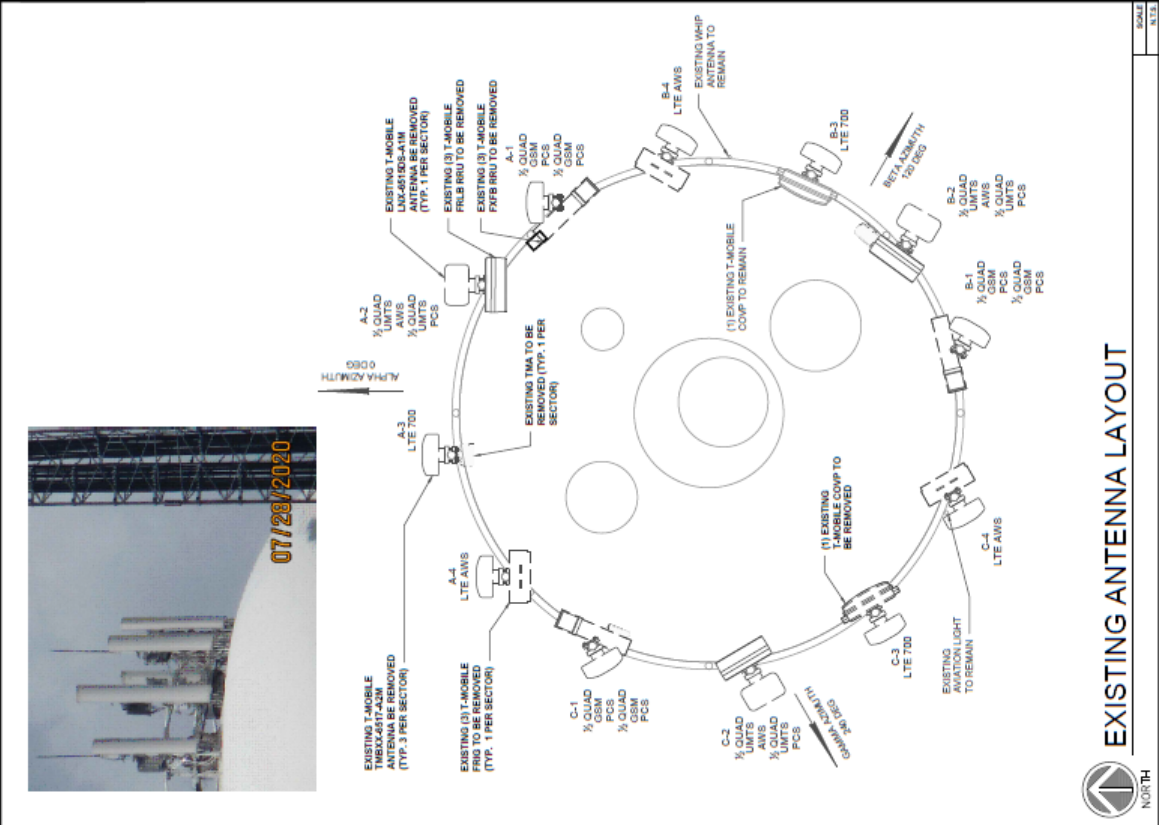
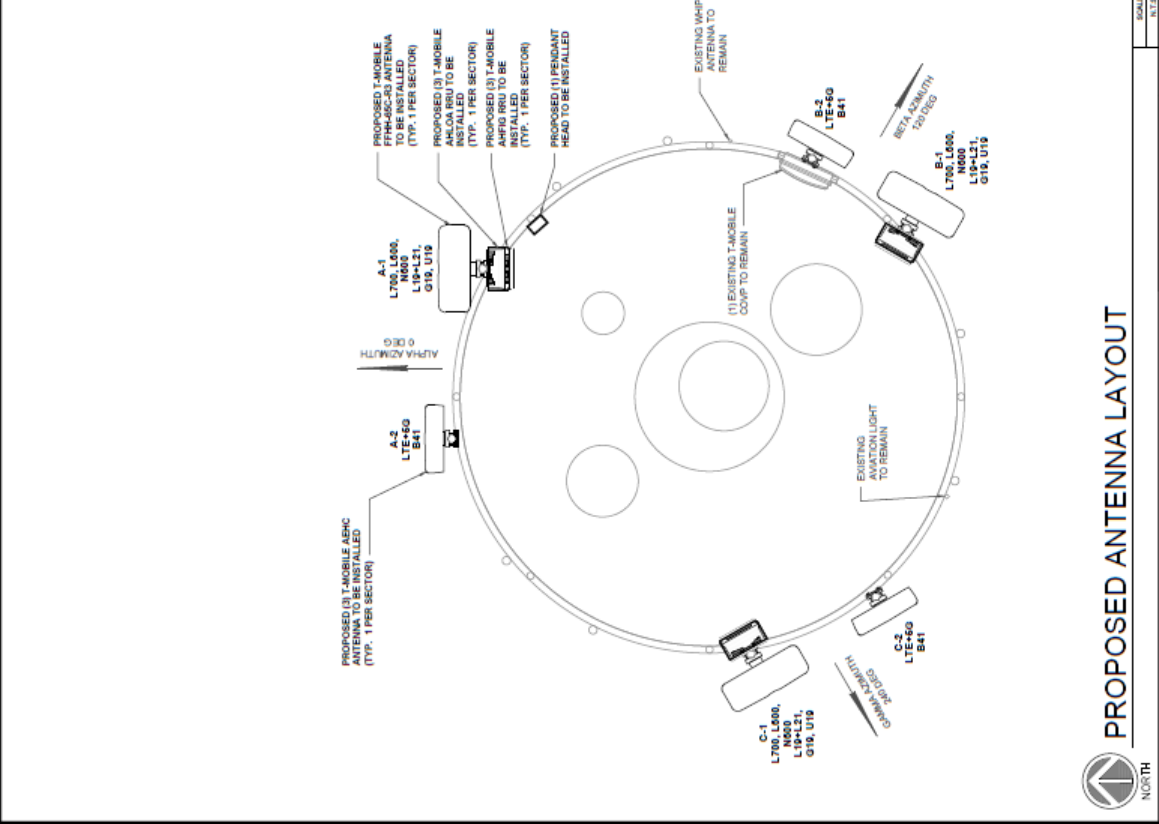
**TRILEAF**  
 101 WILSON AVENUE SUITE 800  
 MINNETONKA, MN 55345  
 PH: (952) 227-4200 F: (952) 227-2122

**Insite inc**  
 Wireless Consulting Services  
 15960 WILMIST ROAD  
 SUITE 140  
 CAMBRICK TERRACE, L. 55081

SITE NAME: LONG LAKE  
 SITE ID: A100079A  
 STREET ADDRESS: 445 WILLOW DRIVE SOUTH  
 LONG LAKE, MN 55350  
 PROJECT NUMBER: 668234

NO.	DATE	REVISION	BY	APP.
1	08/01/2020	PROJ. IN PROGRESS	JG	JG
2	08/01/2020	PROJ. IN PROGRESS	JG	JG

ANTENNA LAYOUTS  
 SHEET NUMBER: A-1.1  
 SCALE: N/A



ANTENNA LAYOUTS  
 SHEET NUMBER: A-1.1  
 SCALE: N/A







**T-Mobile**  
 8000 WEST 37TH STREET  
 SUITE 100  
 ENHANCE  
 (952) 833-4145

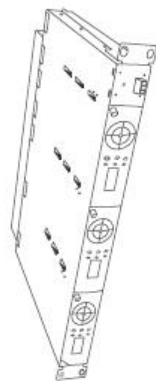
**TRILEAF**  
 1021 WALLER OFFICE SQUARE  
 SCHUMAKER, MN 55304  
 TEL: (952) 237-4222 F: (952) 237-4242

**Insite inc.**  
 Wireless Consulting Services  
 15600 HUBERT ROAD  
 SUITE 100  
 CARBROOK TERRACE, L. 60181

SITE NAME: LONG LAKE  
 SITE ID: A100079A  
 SITE ADDRESS: 445 WILLOW DRIVE SOUTH  
 LONG LAKE, MN 55306  
 PROJECT NUMBER: 668234

REV	DATE	DESCRIPTION
1	08/02/2010	FINAL CDR REV B
2	08/02/2010	PRELIMINARY CDR REV A
3	08/02/2010	CDR
4	08/02/2010	NO REVISIONS
5	08/02/2010	NO REVISIONS
6	08/02/2010	NO REVISIONS
7	08/02/2010	NO REVISIONS
8	08/02/2010	NO REVISIONS
9	08/02/2010	NO REVISIONS
10	08/02/2010	NO REVISIONS

EQUIPMENT DETAILS  
 SHEET NUMBER: A-4.0



MODEL	RAYCAP POWERPLUS VOLTAGE BOOSTER
WEIGHT	17.2 LB
HEIGHT	1.7 IN
WIDTH	19.2 IN
DEPTH	13.5 IN
INPUT VOLTAGE	-80 TO -42 VDC
INPUT VOLTAGE, NOMINAL	-68 VDC
INPUT CURRENT, MAX	100 A
OUTPUT VOLTAGE, RANGE	-53 - -65 VDC
OUTPUT CURRENT, MAX	100 A
RATED OUTPUT POWER, MAX	6.5 KW

### RAYCAP POWERPLUS VOLTAGE BOOSTER W/ 2 AMPLIFIERS

SCALE: N/A

MODEL	HP - LARGE 3 POWER CABINET
CONSTRUCTION	ALUMINUM ENCLOSURE
DIMENSIONS (W x H x D)	30 x 72 x 36 in, DEPTH WITH DOOR: 43 in
WEIGHT	~551 lbs (WITHOUT CUSTOMER EQUIPMENT OR BATTERIES)
TOTAL EQUIPMENT SPACE	30R
HORIZONTAL BACK DIMENSION	19" x 27RU
VERTICAL BACK DIMENSION	19" x 3RU
POWER SYSTEM SPACE	19" x 13RU
MOUNTING OPTIONS	PAD-MOUNT, PLINTH OPTION
FINISH	POLYESTER POWDER PAINT (TAN)
SAFETY	UL LISTED, IEC / EN 60950

### HPL3 POWER CABINET DETAIL

SCALE: N/A



MODEL	LB3 (LARGE BATTERY 3 CABINET)
CONSTRUCTION	ALUMINUM ENCLOSURE
DIMENSIONS (W x H x D)	30 x 72 x 36 in, DEPTH WITH DOOR: 41.2 in
WEIGHT	~540 lbs (WITHOUT BATTERIES)
INTERNAL RACK DIMENSION	4 BATTERY TRAYS TO SUPPORT UP TO 4 STRINGS 210AH BATTERIES
MOUNTING OPTIONS	PAD-MOUNT, PLINTH OPTION
FINISH	POLYESTER POWDER PAINT (TAN)
SAFETY	UL LISTED, IEC / EN 60950

### LB3 BATTERY CABINET DETAIL

SCALE: N/A



EQUIPMENT DETAILS  
 SHEET NUMBER: A-4.0