

## **SITE LEASE AGREEMENT**

### **Between Board of Water Commissioners of the City of Saint Paul and DISH WIRELESS L.L.C**

This Lease Agreement (“Lease”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (“Effective Date”), between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a Minnesota municipal corporation (“Lessor”), and, **DISH WIRELESS L.L.C.**, a Colorado limited liability company, (“Lessee”).

In consideration of the terms and conditions of this Lease, the parties agree as follows:

#### **1. Leased Premises.**

- (a) Lessor hereby leases to Lessee certain space located at and on Lessor’s Ferndale Water Tower, located at 2575 Stillwater Road East, Maplewood, Minnesota 55119, and legally described in Exhibit “A” *Legal Description*. The water storage facility and its appurtenances (“Structure”), and the Lessor’s land upon which the Structure is situated are collectively called (“the Property”). The property interest leased and granted by the Lessor to Lessee (collectively, the “Leased Premises”) consists of the following:
  - (1) ground space comprised of approximately 35 square feet, subject to any and all existing easements;
  - (2) structure exterior space for attachment of antennas at alpha, beta & gamma sectors at 84 FAGL;
  - (3) space required for cable runs to connect equipment and antennas;
  - (4) non-exclusive easements required to run utility and fiber lines and cables;
  - (5) non-exclusive easement across the Property for access.
- (b) No other space or property interests are being leased to Lessee except as described above and as described on Exhibit “A” *Legal Description*.

#### **2. Terms/Renewals.**

- (a) The initial term of this Lease shall commence on January 1, 2023 (the “Commencement Date”), and shall expire on December 31, 2027. Lessee and Lessor agree to enter into a

memorandum confirming the Commencement Date, as contained in Exhibit "F"  
*Memorandum of Lease Recording.*

- (b) Lessee shall have the right to extend this Lease for three (3) additional five (5) year terms (each a "Renewal Term") subject to (c) below.
- (c) This Lease shall automatically be renewed for each successive Renewal Term unless Lessee is in default beyond applicable notice and cure periods of any of the terms or conditions of this Lease, or unless Lessee provides Lessor with written notice of its intention not to renew not less than thirty (30) days prior to commencement of the succeeding Renewal Term.

3. **Rent.**

- (a) Lessee shall make all payments of rent to Lessor at the following address or until otherwise notified of a change in address:

Board of Water Commissioners  
Attn: SPRWS Accounting  
1900 Rice Street, Office Building  
Saint Paul, Minnesota 55113

- (b) Lessor's FIN number is # 41-6005521.
- (c) Lessee shall pay rent annually in advance, as indicated in the payment schedule below:
  - (1) Lessee shall pay Lessor, as rent, the sum of Fifty-Nine Thousand Five Hundred Thirty-Nine and 00/100 Dollars (\$59,539.00) per year plus annual escalator described in Section 3(c)(4) based upon Lessee's installation and operation of the antenna facilities and frequencies identified in Exhibit "D" *Antenna Facilities and Frequencies*, ("Antenna Facilities").
  - (2) The first year's rent shall accrue as of the Commencement Date but may not be received by Lessor until thirty (30) days after the Commencement Date. Thereafter, the rent due hereunder shall be paid on or before the fifth (5<sup>th</sup>) day of each January of each succeeding year. In addition to the first year's rent, Lessee shall Lessor a one-time fee of Two Thousand Five Hundred Dollars (\$2,500.00) to defray Lessor's costs reviewing this Lease, which shall be paid within sixty (60) days after the Commencement Date. As condition to Lessee paying rent and the one-time fee, Lessor shall provide Lessee a completed form W-9 and other documentation reasonably required by Lessee to make such payments.
  - (3) Lessee shall not install and/or operate any additional antennas or related equipment beyond those Antenna Facilities identified in Exhibit "D" *Antenna Facilities and Frequencies* without the prior written consent of Lessor, such consent not to be withheld, conditioned or delayed without cause. Such additional equipment may require an amendment to the Lease and increase in rent, as may be determined by

Lessor. Additionally, Lessee shall provide Lessor notice prior to modifying the frequencies upon which the Antenna Facilities operate. Notwithstanding, Lessee has the right to perform routine maintenance and repairs without Lessor's approval. During the term of this Lease, Lessee shall only operate the Antenna Facilities using frequencies licensed or otherwise authorized for Lessee's use without Lessor's consent, provided such operation is in compliance with applicable law and the terms and conditions of this Lease.

- (4) Commencing January 1, 2024, and on January 1<sup>st</sup> of each subsequent year, the rent shall be increased annually by five percent (5%).

#### **4. Engineering Studies**

(a) **Structural Study**

Lessee must obtain an engineering study carried out by a qualified engineer, showing that the Structure is able to support the Antenna Facilities. If the study finds that the Structure is inadequate to support the proposed antenna loads, Lessor or Lessee may terminate this Lease immediately.

(b) **Interference Study**

Lessee must obtain a radio frequency interference study carried out by an independent professional radio frequency engineer ("RF Engineer") showing that Lessee's intended use will not interfere with any existing communications facilities located on the structure. RF Engineer shall provide said evaluation no later than thirty (30) days after frequencies are provided by Lessee. Lessee shall provide Lessor with a copy of a satisfactorily completed RF evaluation prior to transmitting or receiving radio waves at the Property.

#### **5. Use of Leased Premises.**

(a) **Primary Use of Property**

The primary use and purpose of the Property, including the Leased Premises, is for a water storage structure and appurtenances to provide water service to customers of the Lessor ("Primary Use"). Lessor's operations in connection with pursuit of the Primary Use ("Lessor's Operations") take priority over Lessee's operations.

(b) **User priority**

Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communication interference, emergency public safety needs, or other conflict while this Lease is in effect, and Lessee's use shall be subordinate accordingly:

- (1) Lessor;
- (2) Public safety agencies, including law enforcement, fire, and ambulance services, that are not related to Lessor;
- (3) Other governmental agencies where use is not related to public safety;
- (4) Pre-existing lessees;

- (5) Lessee;
- (6) Leases commencing after the Effective Date.

(c) Jeopardy of Primary Use

- (1) In the event that the Lessor's Primary Use of the Structure is put at risk because of Lessee's operations ("Jeopardy"), in Lessor's reasonable determination, Lessor shall provide written notice of such event to Lessee. Lessor and Lessee agree to work together to cure the occurrence that causes the Jeopardy. Lessee shall make all good efforts to cure the Jeopardy within thirty (30) days of receipt of written notice of event. If Lessee does not cure the Jeopardy within thirty (30) days of receipt of written notice of event, said occurrence of Jeopardy shall constitute an event of default by Lessee, as otherwise defined in *Section 14. Termination*. If circumstances beyond the control of Lessee prohibit the Jeopardy from reasonably being cured within thirty (30) days, Lessee shall notify Lessor of such circumstances and commence actions required to cure the Jeopardy (e.g., assessing the problem, ordering necessary equipment) within seven (7) days of Lessor's written notice of Jeopardy and shall diligently pursue the cure to completion within a reasonable time thereafter.
- (2) In the event of Jeopardy that poses an immediate threat of substantial harm or damage to the water supply, to persons, and/or property on the Leased Premises, as solely but reasonably determined by Lessor ("Severe Jeopardy"), Lessor may enter the Leased Premises and take actions it determines are required to protect the water, individuals or personal property from such Severe Jeopardy; provided that Lessor shall use commercially reasonable efforts to provide Lessee with advance notice of such action and shall in any case, promptly after such emergency entry onto the Leased Premises, and in no event later than twenty-four (24) hours after such entry, Lessor gives written notice to Lessee of Lessor's emergency entrance.
- (3) If Lessor determines that the conditions of a Severe Jeopardy would be benefited by cessation of Lessee's operations, Lessee shall immediately cease its operations on the Premises upon notice from Lessor to do so and Lessee may, in its sole discretion, terminate this Lease upon written notice to Lessor or abate rent during that period of any required cessation. Any cessation of Lessee's operations shall only continue for that period of time that the Severe Jeopardy exists.

(d) Lessee's Use of Leased Premises

- (1) Lessee shall have the non-exclusive right, at its sole cost and expense, to use the Leased Premises for the transmission and reception of communications signals ("Approved Use").
- (2) In accordance with this Approved Use, the Lessee has the right to install, operate, maintain, modify, repair, replace, upgrade, store or remove its antennas, utility building, equipment, personal property, leasehold improvements, and appurtenances

as shown in Exhibit “D” *Antenna Facilities and Frequencies* and Exhibit “C” *Construction Drawings*.

(3) Lessee shall be responsible for all actual and documented expenses incurred by the Lessor resulting directly from the use and/or occupancy of the Leased Premises by Lessee. Lessor shall submit an itemized invoice of such expenses to Lessee together with reasonable supporting documentation evidencing such expenses at the notice address set forth in Section 17 below and Lessee shall make payment to Lessor within sixty (60) days of receipt.

(e) Laws Governing Use

Lessee’s Antenna Facilities and any other facilities shall be installed, maintained, and operated in accordance with all state or federal or local or municipal statutes, ordinances, rules, or regulations now in effect, or that hereafter may be issued by the Federal Communications Commission (“FCC”) or any other governing bodies which apply to Lessee’s Approved Use of the Leased Premises.

**6. Installation of Equipment and Leasehold Improvements.**

(a) Construction Drawings

For the initial installation of all Antenna Facilities and for any and all subsequent revisions and/or modifications thereof, or additions thereto, Lessee shall provide Lessor and Lessor’s Water Tower Construction Engineer (“Construction Engineer”) each with comprehensive construction drawings (“Construction Drawings”) consisting of the following:

- (1) line or CAD drawings showing location of all planned installations plus materials and construction methods;
- (2) specifications for all planned installations;
- (3) diagrams of Antenna Facilities for initial installation, and subsequently, diagrams of proposed antenna facilities for any and all revisions, modifications, or approved additions;
- (4) a complete and detailed inventory of all proposed equipment and personal property of Lessee to be placed on the Leased Premises. Lessor retains the right, at its sole cost and expense, to survey such equipment and personal property.

(b) Construction Drawings shall be easily readable and subject to prior written approval by the Construction Engineer, which shall not be withheld, conditioned or delayed without cause. By signing this Agreement, Lessor hereby approves of the Construction Drawings for Lessee’s initial installation of the Antenna Facilities, attached hereto in Exhibit C. Lessor shall have thirty (30) business days to review and comment on the Construction Drawings.

- (c) Lessee shall be solely responsible for all reasonable costs associated with said review and approval of Construction Drawings by Construction Engineer (“Review Fee”) for either the review of the Construction Drawings for the initial installation or for the review of the Construction Drawings for each subsequent revision, modification, or approved addition to the Antenna Facilities.
- (d) Construction Scheduling  
At least five (5) days prior to Lessee’s construction mobilization, Lessee shall conduct a pre-construction meeting on the Property or other location as determined by Lessor. Said meeting shall be attended by the Construction Engineer, Lessee’s representative and all contractors involved in the installation.
- (e) Construction Inspection.  
All construction activity for the initial installation of all Antenna Facilities and for any and all subsequent revisions and/or modifications thereof, or additions thereto shall be subject to inspection and approval by the Construction Engineer to ensure compliance with the approved Construction Drawings and the terms of this Lease. Inspection will be performed beginning with the pre-construction meeting and continuing through installation/construction/punch-list and verification of as-built drawings at project completion as determined by Lessor. Lessee agrees to pay for the reasonable cost of said inspections and project documentation (“Inspection Fees. Lessor shall submit an itemized invoice of such Inspection Fees to Lessee at the notice address set forth in Section 17 below together with reasonable supporting documentation evidencing such fees and Lessee shall make payment to Lessor within sixty (60) days of receipt. If deemed necessary by the Construction Engineer, construction work performed without approval of the Construction Engineer will not be accepted and shall be removed or uninstalled at Lessee’s sole expense, provided Lessor or the Construction Engineer notifies Lessee of such non-compliance within thirty (30) days of submission of as-built drawings to Lessor.
- (f) Escrow  
Lessee agrees to pay an escrow amount equal to the estimated costs of Review Fees and Inspection Fees as determined by Lessor for the initial installation of all Antenna Facilities and for any and all subsequent revisions and/or modifications thereof, or additions thereto, prior to commencement of such activities. If the escrow amount is insufficient for these expenses, Lessee agrees to pay the additional costs within forty-five (45) days of receipt of a detailed invoice from Lessor at the notice address set forth in Section 17 below together with reasonable supporting documentation evidencing such costs.
- (g) Exposed Antenna Facilities  
All Antenna Facilities and coaxial cables affixed to the Structure which have exterior exposure shall be as close to the color of the Structure as is commercially available to the Lessee. For exposed coaxial cables that Lessee desires to install after the Commencement Date of this Agreement, Lessor reserves the right to require Lessee to provide cables in manufactured colors in lieu of painting.

(h) Damage by Lessee

Any damage to the Property, Leased Premises, or Lessor's equipment thereon caused by Lessee's installation or operations shall be repaired or replaced at Lessee's expense and to Lessor's reasonable satisfaction.

(i) As-built drawings

Within thirty (30) days after Lessee activates the Antenna Facilities, Lessee shall provide Lessor with a Site Plan in electronic file format compatible with Lessor's record file system consisting of as-built drawings of the Antenna Facilities and the improvements installed on the Property, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the property, inventory of all equipment, personal property, and Antenna Facilities.

7. **Modifications.**

(a) Before the Lessee may update or replace the Antenna Facilities, Lessee must provide a detailed proposal to Lessor. The proposal shall include any information reasonably requested by Lessor of such requested update or replacement, including but not limited to revised lease exhibits as may be necessary, construction drawings and specifications as may be required under *Section 6. Installation of Equipment and Leasehold Improvements*, and engineering studies as may be required under *Section 4. Engineering Studies* of this Lease, carried out at Lessee's expense. The proposal must be approved by Lessor, which will not unreasonably withhold approval. Notwithstanding the foregoing, Lessee has the right to perform repairs and replace existing equipment with new equipment of the same or smaller dimensions and weight without Lessor's approval in an emergency if necessary to prevent an interruption in the service provided by the Antenna Facilities.

(b) Lessee shall provide at least thirty (30) days written notice to Lessor before modifying frequencies on the Leased Premises. Said notice shall describe all equipment and frequencies proposed to be added or modified. Said review shall consist of necessary interference studies to ensure that the modified or additional frequencies will not cause harmful radio interference to Lessor's Operations or the operations of Lessor's existing tenants. Lessee shall pay all costs for any such interference studies. In the alternative, Lessee may perform the interference studies and submit the results to the Lessor for review and approval.

(c) If Lessee seeks to increase the number of antennas and/or associated transmitting accessories, and such installation shall exceed the requirements or standard discussed in the engineering report as required by Section 4.(a), then Lessee must obtain an engineering study carried out by a qualified professional demonstrating that the Structure can structurally support the additional accessories.

(d) As-built drawings

Within thirty (30) days after Lessee activates the Antenna Facilities, Lessee shall provide Lessor with a Site Plan in electronic file format compatible with Lessor's record file

system consisting of as-built drawings of the Antenna Facilities and the improvements installed on the Property, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the property, inventory of all equipment, personal property, and Antenna Facilities.

**8. Maintenance and Repairs.**

**(a) Property**

- (1) Lessor reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Lessor's Operations.
- (2) Lessor agrees to provide Lessee with thirty (30) days advance notice of such actions that may directly affect Lessee's operations, and to reasonably cooperate with Lessee to carry out such activities in a manner that minimizes interference with Lessee's Approved Use.

**(b) Structure Reconditioning and Repairs**

- (1) From time to time, Lessor paints, reconditions, or otherwise improves or repairs the Structure in a substantial way ("Reconditioning Work"). Lessor shall reasonably cooperate with Lessee to carry out Reconditioning Work activities in a timely manner and in a manner that minimizes interference with Lessee's Approved Use.
- (2) Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than ninety (90) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of Lessee to provide adequate measures to cover or otherwise protect Lessee's Antenna Facilities from the consequences of such activities, including but not limited to paint and debris fallout. Lessor reserves the right to require Lessee to temporarily remove all Antenna Facilities from the Structure and Leased Premises during Reconditioning Work.
- (3) During Lessor's Reconditioning Work, Lessee may maintain a mobile site on the Property or, after approval by Lessor, on any land owned or controlled by Lessor in the immediate area of the Property. If Property will not accommodate mobile equipment, it shall be Lessee's responsibility to locate auxiliary sites. If Lessee is unable to install a mobile site during Reconditioning Work, then Lessee shall be entitled to an offset in the next year's annual rent in an amount equal to the period during which Lessee is unable to operate Lessee's Antenna Facilities as a result of accommodating the Reconditioning Work, as calculated on a pro rata basis.
- (4) Following completion of the Reconditioning Work, Lessee may reattach the Antenna Facilities in the same location and in the same manner on the Structure as prior to the Reconditioning Work.
- (5) Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's Approved



Use. If Lessor agrees to the modification, Lessee shall be responsible for all incremental cost related to the modification.

(c) Leased Premises

Lessee shall, at its own cost and expense, maintain the Antenna Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes applicable to Lessee's Approved Use of the Leased Premises.

- (d) Throughout the term of this Lease, Lessor shall at Lessor's sole cost and expense, maintain the Structure and the Property in good condition and in compliance with all applicable laws.

**9. Property Access.**

Access to the Property, including the Leased Premises, by outside persons, including Lessee's employees, agents and assigns, shall at all times be governed by Lessor's Security Plan, as may be revised from time to time and provided to Lessee in writing, in advance, with the most recent Plan being attached hereto and incorporated herein as Exhibit "E" *Security Plan*. Lessee agrees it shall conduct its operations on the Property and the Leased Premises in accordance with all requirements and conditions of said Security Plan. Subject to said requirements and conditions of said Security Plan, Lessee and Lessor agree to the following:

- (a) At no additional charge to Lessee, Lessee shall have access to the Leased Premises and Property, for any purpose relating to this Lease, twenty-four (24) hours a day, seven (7) days a week by means of existing access, as shown on Exhibit "B" *Site Survey*.
- (b) Lessee may, at its own cost and expense, enter upon the Property to study and determine the Property's suitability for any other use of Lessee, which studies may include surveys, radio wave propagation measurements, or field strength tests.
- (c) Lessor retains the right to examine and inspect the Leased Premises for safety reasons and to ensure Lessee's compliance with the terms of this Lease. Lessor shall be liable for, and hold harmless Lessee from, any damage to the Leased Premises or to Lessee's equipment and Antenna Facilities caused by Lessor in exercising its right to examine and inspect the Leased Premises.
- (d) At Lessee's sole cost and expense, Lessee has the right to obtain a title report or commitment for a leasehold time policy from a title company of its choice and to have the Property surveyed by a surveyor of its choice.

**10. Utilities.**

Lessor makes no representations that utilities adequate for Lessee's use of the Leased Premises are available. Lessee shall be responsible for the cost of all utilities installed and used by it at the Leased Premises. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities and fiber service from any location provided by the servicing utility. If the existing utility service or fiber service at the Property are insufficient for the operation of

Lessee's equipment, in Lessee's reasonable determination, then Lessor shall permit Lessee or its preferred utility or fiber provider to install new service over, under or upon the Property, in a location reasonably agreed to by both parties.

**11. Personal Property and Real Estate Taxes.**

If any of Lessee's improvements constructed on the Leased Premises should cause the Property, or any portion of it, to be taxed for real estate purposes, it shall be the liability of Lessee to pay that portion of such property taxes directly attributable to Lessee's equipment, provided Lessor shall give Lessee prior written notification of such taxes so that Lessee will have the opportunity to appear before the taxing authority to contest such taxes.

Notwithstanding Lessee's right to contest such taxes, Lessee shall pay its share of such taxes within ninety (90) days of receiving notice of the same.

**12. Certificates, Permits, Zoning, and other Approvals.**

Lessee's use of the Leased Premises herein is contingent upon it obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority, including but not limited to an engineering study and a radio frequency interference study. Lessee shall, at its sole cost and expense, obtain all such necessary permits, licenses and other approvals and Lessor agrees to cooperate with Lessee in Lessee's pursuit of all such necessary permits, licenses or approvals, and Lessee shall reimburse Lessor its reasonable costs to provide such cooperation.

**13. Interference.**

- (a) In the performance of its Approved Use, Lessee shall not damage or interfere with Lessor's Operations, including its radio frequency transmissions, or approved operations of other parties that were in place on the Property prior to the Commencement Date of this Lease, provided that the equipment used by Lessor or other lessees is operating within the technical parameters specified by its manufacturer and/or as defined by the FCC. In the event of any such interference, Lessee shall immediately cease such interference, except for brief tests necessary for the elimination of the interference and until Lessee is able to resolve the problem. In the event Lessee cannot correct the interference, Lessee shall have the option to terminate this Lease, pursuant to *Section 14. Termination*. Lessee shall not be responsible for interference that results from a change in the operations of other tenants after the Commencement Date of this Lease.
- (b) Lessee acknowledges that Lessor may lease the Property, or any part of it, to other parties in close proximity to the Leased Premises, and Lessee agrees to work cooperatively with any such other parties, using accepted technical standards in accordance with FCC standards, to ensure that such other parties' use and Lessee's use will be compatible and will not cause interference with each other.
- (c) Lessor in no way guarantees to Lessee noninterference with Lessee's transmission operations provided, however, that in the event that any other party requests permission to place any type of additional antenna or transmission facility on the Property, the

procedures of this Section shall govern to determine whether such antenna or transmission facility will interfere with Lessee's transmission operations.

- (d) In the event that Lessee or other tenants on the Property experience interference of their FCC-approved frequencies and they cannot reach agreement as to the cause and remedy of such interference, an RF Engineer approved by the Lessor shall determine such cause and remedy and Lessee shall abide by the RF Engineer's determination, subject to Lessee's right to terminate this Lease.

#### **14. Termination.**

- (a) Except as provided for in Section 14.(a)(3)b. below, or as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party for the following reasons:

- (1) By either party, upon a material default of any other 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 at law, in equity, or pursuant to any other provisions hereof), or if such cure cannot be completed within sixty (60) days, within such reasonable time as may be required, provided the defaulting party commences the cure within ten (10) days of receipt of written notice of default and diligently pursues such cure to completion;
- (2) By Lessee, in the event that:
  - a. Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities;
  - b. the Leased Premises are or become unusable under Lessee's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong; or
  - c. Lessee's transmission is interfered with by Lessor or its other tenants' equipment. Such right to terminate shall become void if Lessor cures such interference within thirty (30) days of receipt of written notice; or
  - d. If the Property or any portion thereof is destroyed or damaged so as to hinder its effective use, Lessee may elect to terminate this Lease upon thirty (30) days written notice to Lessor. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee, prorated to the date of the event; or
  - e. Changes in applicable law adversely and materially affect Tenant's ability to operate the Antenna Facilities or other equipment or occupy the Leased Premises.
  - f. Lessee, in its sole discretion, determines that its use of the Leased Premises is obsolete or unnecessary.

- (3) By Lessor, in the event that:

- a. Lessor determines, after review by an independent structural engineer, that the Property is structurally unsound, including but not limited to consideration of age of the Structure, damage or destruction of all or part of the Property from any source, or factors relating to condition of the Property;
  - b. Lessee fails to pay rent provided for in *Section 3. Rent* within thirty (30) days of receipt of written notice from Lessor of a rent payment being overdue; or
  - c. Lessee does not complete installation of its Antenna Facilities as shown on Exhibit "D" *Antenna Facilities and Frequencies* within one (1) year of the Commencement Date of this Lease; provided that the parties agree to extend the deadline for completion of installation of the Antenna Facilities if Lessee is unable to complete installation due to reasons outside of Lessee's control and provided Lessor gives Lessee ninety (90) days' notice prior to termination to allow Lessee to completion the installation.
  - d. Following expiration of the first Renewal Term (or 10<sup>th</sup> lease year) upon 120 days prior written notice by the Lessor to Lessee if Lessor decides, for any reason, to redevelop and/or discontinue use of the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Lessee. If Lessor elects to terminate the Lease pursuant to this Section 14(3)(d), Lessor shall use good faith efforts to allow Lessee to relocate and operate its Antenna Facilities on other property or structures owned by Lessor.
- (b) If this Lease is terminated, pursuant to the terms and conditions of Section 14.(a), rent shall be pro-rated to the expiration date or the date on which all of Lessee's equipment is removed from the Leased Premises and the Property is restored pursuant to *Section 23. Surrender of Leased Premises*, whichever is later.
- (c) If Lessee terminates this Lease other than provided for in Section 14.(a), Lessee shall pay to Lessor a termination fee in the amount of twenty-five percent (25%) of the rent for the year in which Lessee terminates, unless Lessee terminates during the last year of any Term under *Section 2. Terms/Renewal* and Lessee has paid the rent for that year.
- (d) In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety conditions or matter relating to the Property, that, in Lessee's sole determination, renders the condition of the Leased Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Leased Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Lessor specifically identifying all such materials, conditions or matters relating to the Property.

## **15. Insurance.**

- (a) Lessee shall obtain and maintain the following insurance to protect the parties against insurable claims, demands, actions, judgments, expenses, and liabilities that may arise out of or result from Lessee's use of the Leased Premises:

### **(1) General Liability Insurance**

- a. Bodily Injury                      \$1,500,000 each occurrence

\$3,000,000 aggregate

- b. Property Insurance     \$1,500,000 each accident

\$3,000,000 aggregate

- c. These limits may be satisfied by the commercial general liability coverage or in combinations with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying commercial general liability coverages.
- d. Policy must include an “all services, products, or completed operations” endorsement. Lessee shall maintain Completed Operations coverage for a minimum of two years after the construction is completed.

(2) Automobile Insurance

- a. Bodily Injury             \$1,000,000 per person

\$1,500,000 per accident

- b. Property damage not less than \$1,500,000 per accident
- c. The liability limits may be afforded under the Commercial Policy, or in combination with an umbrella or excess liability policy provided coverages of rides afforded by the umbrella or excess policy are not less than the underlying Commercial Auto Liability coverage.
- d. The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and under insured coverages.
- e. Coverage shall be provided by Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

(3) Workers’ Compensation and Employer’s Liability

- a. Workers’ Compensation per Minnesota Statute

- b. Employer’s Liability shall have minimum limits of:

- 1. \$500,000 per accident;
- 2. \$500,000 per employee
- 3. \$500,000 per disease policy limit

- c. Lessees with 10 or fewer employees who do not have Workers’ Compensation coverage are required to provide a completed “Certificate of Compliance” (State of Minnesota form MN LIC 04) verifying the number of employees and the reason for their exemption.

- (b) Lessee shall provide Lessor, prior to the Commencement Date and annually thereafter prior to expiration date of the same, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Minnesota, which includes all coverage required in Section 15.(a) above.

- (c) Policies are to be written on an occurrence basis or as acceptable to the Lessor.

Certificate of Insurance must indicate if the policy is issued on a claims-made (if expressly approved by Lessor) or occurrence basis. All certificates of insurance shall provide that Lessor shall be given notice of cancellation in accordance with the policy's terms and conditions.

(d) Additional Insured – Certificate of Insurance.

The Lessee shall provide, prior to tenancy, 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 coverage required in this *Section 15. Insurance*. General Liability and Automobile policies shall include the Lessor and the City of Saint Paul as additional insured and shall provide that it will be the primary coverage.

**16. Indemnity.**

Lessee agrees to indemnify, defend, save, and hold harmless Lessor and the City of Saint Paul, and/or any agents, officers or employees thereof from all claims, demands, actions, or causes of action of whatsoever nature or character, arising out of, or by reason of, the leasing of the Leased Premises by the Lessor to Lessee, or arising out of, or by reason of, the use or condition of the Leased Premises, or as a result of Lessee's operations or business activities taking place on the Leased Premises or Lessee's breach of any provision of this Lease, provided the same is not due to the contributory negligence or willful misconduct of the Lessor, the City of Saint Paul and/or any agents, contractors, officers, or employees thereof. It is fully understood and agreed that Lessee is aware of the conditions of the Leased Premises as of the Effective Date and leases the same "as is".

**17. Notices.**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail or (c) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery) to the following addresses:

If to Lessor:                      Board of Water Commissioners  
    Attn: General Manager  
    1900 Rice Street, Office Building  
    Saint Paul, Minnesota 55113

If to Lessee, to:                      DISH Wireless L.L.C.  
    Attn: Lease Administration/MNMSP00415A  
    5701 South Santa Fe Drive  
    Littleton, Colorado 80120

**18. Representations and Warranties.**

- (a) Lessor represents that (i) it has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, subject to such liens of record; (iii) Lessee shall have quiet enjoyment of the

Leased Premises during the term of this Lease in accordance with its terms; and (iv) the Leased Premises is in good condition and in compliance with applicable law.

- (b) Lessee warrants that the individuals signing and executing this Lease on behalf of Lessee have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessee. Lessor warrants that the individuals signing and executing this Lease on behalf of Lessor have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessor.
- (c) Lessor represents that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, as defined in Section 18.(d) of this Lease. Lessor will be solely liable for and will defend, indemnify and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Property with respect to hazardous, toxic or dangerous materials from any and all sources other than those hazardous, toxic or dangerous materials introduced to the Property by Lessee. Lessee represents and warrants that its use of the Leased Premises herein will not generate and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance, chemical or waste contrary to any applicable law or regulation. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance, and any damage, loss, expense, or liability resulting from the breach of this representation or from the violation of any applicable state or federal law by such release associated with Lessee's use of hazardous substances, including payment of all reasonable attorneys' fees, costs, and penalties incurred as a result thereof, except for any release caused by the negligence or willful misconduct of Lessor, its employees, or agents. The parties acknowledge and agree that notwithstanding anything to the contrary in this Lease, in no event shall Lessee have any liability whatsoever with respect to any hazardous substance that was on, about, adjacent to, under or near the Leased Premises or Property prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property or Leased Premises by Lessor, its agents, employees, contractors or invitees, or any third party who is not an employee, agent, contractor or invitee of Lessee.
- (d) "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time. Lessor acknowledges Lessee's use of batteries as back-up power and deems them acceptable as long as such batteries are used and disposed of in accordance with all applicable laws.

**19. Limitation of Liability.**

Except due to Lessor's willful misconduct or negligence, Lessor shall not be liable for: (i) any damage to Lessee's equipment or Antenna Facilities or (ii) any vandalism or malicious mischief caused by third parties, known or unknown, to Lessee's equipment or facilities. Neither party shall be liable to the other party for any lost revenue, business or profits or for any exemplary, special, incidental or consequential damages.

**20. Assignment.**

- (a) This Lease may be sold, assigned or transferred by Lessee without approval or consent of Lessor to Lessee's principal, affiliates, subsidiaries, or subsidiaries of its principal or to any entity which acquires all, or substantially all, of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. Lessee shall provide Lessor written notice of any such sale, assignment or transfer within sixty (60) days after the effective date thereof. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of Lessor, which such consent shall not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.
- (b) The parties acknowledge that this is a nonexclusive lease. Nothing in this Lease shall preclude Lessor from leasing other space on the Property to any other person or entity which may be in competition with Lessee, or any other party, subject to the conditions set forth in *Section 13. Interference*.

**21. Condemnation.**

Lessor shall provide to Lessee notice of any condemnation proceedings within thirty (30) business days of receipt. In the event the whole of the Leased Premises is taken by eminent domain, this Lease 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 and, as a result, Lessee is unable to operate the Antenna Facilities, 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, Lessee shall not be entitled to any portion of the reward paid for the taking and the Lessor shall receive full amount of such award. Lessee hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for a decrease in value of the leasehold or to the fee of the Leased Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

**22. Successors and Assigns.**

This Lease shall run with the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.



### **23. Surrender of Leased Premises.**

- (a) All portions of the Antenna Facilities brought onto the Property by Lessee will be and remains Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during or after the term or extension thereof. In the event that this Lease is terminated or not renewed, Lessee shall have ninety (90) days from the termination or expiration date to quit peacefully and surrender possession of the Leased Premises in as good condition as when it was delivered to Lessee, reasonable wear and tear and casualty loss excepted. Lessee shall remove its equipment, personal property, Antenna Facilities, and leasehold improvements from the Property, and shall repair any damage to the Property caused by such equipment, all at Lessee's own cost and expense.
- (b) In the event that Lessee's Antenna Facilities and related equipment are not removed and the Property is not restored to the reasonable satisfaction of the Lessor within ninety (90) days from the termination or expiration date, the Lessor shall have the option to fully decommission the Antenna Facilities, have the Antenna Facilities removed, and repair the site and restore the property, and Lessee shall be responsible for the cost of such actions.

### **24. Marking and Lighting Requirements.**

- (a) Lessor acknowledges that it shall be responsible, at its sole cost and expense, for compliance with all building marking and lighting requirements that the Federal Aviation Administration ("FAA") may require with respect solely to the height of the Structure. The responsibility, however, is expressly limited to the requirements that would be required of an elevated water storage facility having no communications equipment installed on it, irrespective of Lessee's Antenna Facilities. Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements for an elevated water storage facility Structure. Further, should the FAA cite Lessor, or in the event any claims are brought against Lessor because the Structure alone is not in compliance, as opposed to the Structure with Antenna Facilities, then Lessor shall indemnify Lessee for full costs, liabilities, damages and expenses, including reasonable attorney's fees. Further, if Lessor does not cure the conditions of noncompliance on the Structure within the time frame allowed by the citing agency, Lessee may terminate this Lease immediately without any further liability hereunder upon written notice to Lessor.
- (b) Lessee acknowledges that it shall be responsible at its sole cost and expense, for compliance with all building marking and lighting requirements that the FAA may require solely with respect to Lessee's Antenna Facilities. In the event the FAA determines that the Structure must be additionally marked, lighted, or in any way modified, due to the existence of Lessee's Antenna Facilities, Lessee shall have the option to mark, light or modify the Structure at its sole expense, or to terminate this Lease, pursuant to *Section 14. Termination*. Said marking, lighting and modifying shall be subject to prior written approval by Lessor, such approval not to be withheld without cause. Lessor shall approve or object to such plans within a reasonable period of time to allow timely compliance with FAA regulations.

**25. RF Radiation Compliance.**

- (a) An RF Engineer approved by the Lessor shall perform a radiation survey of the Property following Lessee's initial RF transmissions on the Leased Premises. Lessee shall be responsible for all costs of such survey.
- (b) Lessee shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. Lessor shall cooperate with and permit Lessee to implement all reasonable measures in order for Lessee to fulfill its Radio Frequency exposure obligations. Lessor agrees that in the event any future party causes the entire site to exceed FCC Radio Frequency radiation limits, as measured on the Premises, Lessor shall hold such future party liable for all such later-arising non-compliance.

**26. Third Party Approvals, Inspections and Evaluations.**

The Lessee shall be responsible for all reasonable costs, as determined by Lessor, associated with obtaining required reviews, approvals, inspections, studies, surveys or evaluations, whether required by this Lease or by other governing authorities.

**27. Noise Restrictions.**

- (a) All wireless service facilities shall be constructed and operated in such a manner as to minimize the amount of unreasonable noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Plan review may require noise reduction measures.
- (b) Noise from Lessee's equipment shall not exceed the level allowed by the local jurisdiction ("Allowable Noise Level"), as measured at any location on neighboring property. Lessor will take noise level measurements from time to time to verify compliance. In the event it is found that Lessee's equipment exceeds the Allowable Noise Level, Lessor shall provide Lessee with written notice and Lessee shall take immediate steps to provide permanent reduction in the noise of its equipment to the Allowable Noise Level. If Lessee does not so reduce its Measured Sound Level within sixty (60) days of receipt of written notice of event, said occurrence shall constitute an event of default as otherwise defined in *Section 14. Termination*.
- (c) Lessor reserves the right to require noise reduction measures necessary to reduce noise to a level determined solely by the Lessor.

**28. Miscellaneous.**

- (a) Each party agrees to furnish to the other, within thirty (30) days after notice of receipt of the request, such truthful estoppel information as the other party may reasonably request.
- (b) This Lease constitutes the entire agreement and understanding of the parties and supersedes any and all offers, negotiations, or other agreements of any kind with respect

to its subject matter. 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. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

- (c) This Lease shall be construed in accordance with the laws of the State of Minnesota. Any legal action may only be commenced and proceed in the relevant district court in Ramsey County, Saint Paul, Minnesota.
- (d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (e) Upon request by Lessee, Lessor agrees to execute a recordable Memorandum of this Lease.
- (f) Any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive. Any sale or transfer of the Leased Premises, Structure or Property shall be subject to this Lease.
- (g) The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Leased Premises based on the terms set forth herein. This Lease will become effective as a binding Lease only upon the handwritten legal execution and delivery hereof by Lessor and Lessee.
- (h) Exhibits "A" through "F" listed below and attached hereto are hereby incorporated into this Lease by reference.

Exhibit "A"    *Legal Description*

Exhibit "B"    *Site Survey*

Exhibit "C"    *Construction Drawings*

Exhibit "D"    *Antenna Facilities and Frequencies*

Exhibit "E"    *Security Plan*

Exhibit "F"    *Memorandum of Lease Recording*

[Remainder of this page is left intentionally blank]

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease, the day and year first written below.

**For Lessor:**

**BOARD OF WATER COMMISSIONERS  
OF THE CITY OF SAINT PAUL**  
FIN # 41-6005521

Approved:

By \_\_\_\_\_  
Patrick Shea, General Manager  
Saint Paul Regional Water Services

By \_\_\_\_\_  
Mara Humphrey, President

Approved as to form:

By \_\_\_\_\_  
Lisa Veith, Assistant City Attorney

By \_\_\_\_\_  
Mollie Gagnelius, Secretary

By \_\_\_\_\_  
John McCarthy, Director  
Office of Financial Service

**For Lessee:**

**DISH WIRELESS L.L.C.**

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT "A"**

### **Legal Description**

Part Northerly of Highway 212 of West 807.00 feet of Southwest Quarter (SE ¼) of Northeast Quarter (NE ¼), North and East of following line beginning on West line of and 544.06 feet South of Northwest corner of said Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼); thence East 272.22 feet, thence North to point 263.98 feet North of North line of said Highway, thence East 100 feet, thence North to point 240.00 feet North of said Highway line, thence East 100 feet, thence South to said Highway line in Section 25, Township 29, Range 22.

#### **From June 25, 2001 Amendment of Easement:**

**Real Estate** (owned by Independent School District #622)

That part of Section 25, Township 29, Range 22, Ramsey County, Minnesota, subject to Sterling Street described as follows: That part of the West 807 feet of the Southwest ¼ of the Northeast ¼ lying northerly of Highway 212 and lying North and East of the following described line: Beginning at a point on the West line of the Southwest Quarter of the Northeast ¼, Distance 544.05 feet south of the Northwest corner of said Southwest ¼ of the Northeast ¼; thence east, assumed bearing, 272.22 feet; thence north to a point, 263.98 feet north of the North line of said highway; thence east 100.0 feet; thence north to a point 240 feet north of the North line of said highway; thence east 100.0 feet; thence south to the North line of said Highway 212. (Hereinafter referred to as Parcel A)

**Tank Easement** (to Board of Water Commissioners of the City of Saint Paul)

Commencing at the Southeast corner of the Parcel A described above; thence Southwesterly along the South line of said Parcel being the North line of Highway 212 to a point being 200 feet West of the East line of Parcel A; thence North 200 feet parallel with the East line of Parcel A; thence East 155 feet parallel to the North line of Parcel A; thence North parallel with the East line of Parcel A to a point on the North line of Parcel A, said point being 45 feet West of the Northeast corner of said Parcel A; thence East along the North line of said Parcel A 45 feet to the Northeast corner of said Parcel A; thence South along the East line of said Parcel A to the point of beginning.

**EXHIBIT “B”**

**Site Survey**

**Date of Survey**

**Date of Revision**

**EXHIBIT “C”**

**Construction Drawings  
12/29/2022 Rev 0**

**EXHIBIT “D”**  
**DISH WIRELESS L.L.C.**  
**MNMSP00415A**  
**2575 Stillwater Road East, Maplewood, MN**

**Antenna Facilities and Frequencies**

**1. Shelter and Shelter Components**

Shelter:  
Power plant (DC current):  
Battery supply back up:  
T-1 switch equipment:  
Commercial switch gear equipment:  
Radio transmitters :  
Air conditioner:

**2. Generators:**

**3. Antennas**

Quantity:  
Type:  
Manufacturer:  
Azimuths:  
Model:  
Dimensions:  
Weight:  
Mount Type:  
Centerline of the antenna:

**4. Coax Cable**

Number of lines:  
Type:  
Size:

**5. Tower Mounted Amplifiers (TMAs)**

Quantity:  
Manufacturer:  
Model:  
Dimensions:  
Weight:  
Mounting:

**6. Diplexers**

Quantity:  
Manufacturer:  
Model:  
Dimensions:  
Weight:  
Mounting:



**7. Remote Radio Heads (RRHs)**

Quantity:  
Manufacturer:  
Model:  
Dimensions:  
Weight:  
Mounting:  
Hybrid Jumper:

**8. Distribution Box (COVP)**

Quantity:  
Manufacturer:  
Model:  
Dimensions:  
Weight:

**9. Sector Box**

Quantity:  
Manufacturer:  
Model:  
Dimensions:  
Weight:

**10. Hybrid Cable**

Type:  
Number of Lines:

**11. Frequencies**

Svc	Technology	EIRP (Watts)	Std Frequency	Freq Tx/Start	Freq Tx/Stop	Freq Rx/Start	Freq Rx/Stop
1							
2							
3							
4							

## **EXHIBIT E**

### **Contractor Procedures for Accessing SPRWS Remote Facilities**

#### **Access Requests**

An agreement will be made between SPRWS project coordinators, security, and contract personnel regarding contractor access to SPRWS remote facilities. Contractors will be approved for access in one of two ways:

- To work at the site and be provided access by SPRWS staff; or
- Assigned keys to access the facility, unescorted, during their project.

#### **Routine Access**

1. For routine maintenance work; contact SPRWS Pumping Engineer at **651-266-1660** 24 hours prior to accessing the site to verify access is approved and to coordinate with SPRWS staff to meet at the work site assistance gaining access is required. Provide the Pumping Engineer with the following information:
  - a. Contractor staff name(s)
  - b. Contractor company's name
  - c. Location of SPRWS work site
  - d. Day and time of access requested
  - e. If keys to the location have been issued or if SPRWS staff are needed to provide access
2. At the time of the reported access call the Pumping Engineer at **651-266-1660** before entering the work site. Each facility has security monitoring, if the Pumping Engineer is not notified of access prior to entry, responders will be dispatched to the location.
3. All personnel must be able to provide photo identification (driver's license, company badge, etc.) and individuals must be the same given to the Pumping Engineer the day before.
4. SPRWS staff may accompany contractors while they are working on site depending upon the scope of work and the agreement made. If SPRWS staff does not stay on site, the contractor must secure the doors and gates they have been given access to and call the Pumping Engineer to report that their work is done for the day and they are leaving the premises.

#### **Emergency Access**

1. Contact the SPRWS Pumping Engineer at **651-266-1660** as soon as possible (before coming on site) and they will verify that the contract company has an agreement to be at a particular SPRWS facility. Provide the Pumping Engineer with the following information:
  - a. Contractor staff name(s)
  - b. Contractor company's name
  - c. Location of SPRWS work site
  - d. Day and time of access requested

- e. If keys to the location have been issued or if SPRWS staff are needed to provide access
- 2. The pumping engineer will verify the contractors need to be onsite and will dispatch staff to the location to provide access, if necessary.
  - a. Contract personnel will be required to furnish photo identification
- 3. When work is completed for the day, the contractor must secure the doors and gates they have been given access to and call the Pumping Engineer to report that they are leaving the premises.

*Contractors are asked to report suspicious activity to the Pumping Engineer and/or local law enforcement.*

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**Exhibit “F”**  
***Memorandum of Lease Recording***

DRAFTED BY  
AND RETURN TO:

Saint Paul Regional Water Services  
Agreements Unit c/o Brent Marsolek  
1900 Rice Street  
Saint Paul, MN 55113

---

*(space above this line for Recorder’s use only)*

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a municipal corporation under the laws of the State of Minnesota (“Lessor”), and **DISH WIRELESS L.L.C.**, a Colorado limited liability company, (“Lessee”).

1. LEASE OF PREMISES. For the purpose of installing, operating, and maintaining a communication facility and other improvements, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain premises located at 2575 Stillwater Road East, City of Maplewood, County of Ramsey, State of Minnesota, and more particularly described in Section 4 of this Memorandum, and on the terms and conditions more particularly set forth in, that certain Site Lease Agreement dated January 1, 2023 (the “Lease”) by and between Lessor and Lessee, which terms and conditions are hereby incorporated by reference.
2. The initial term of the Lease shall commence on January 1, 2023, and terminate on December 31, 2027. Lessee shall have the right to extend the Lease for three (3) additional five (5) year terms.
3. The Lease provides in part the grant of a non-exclusive easement for unrestricted rights of access and to electric and telephone facilities.

**EXHIBIT “F”**

4. The subject property affected by the filing and recording of this Memorandum of Lease is described below:

Part Northerly of Highway 212 of West 807.00 feet of Southwest Quarter (SE ¼) of Northeast Quarter (NE ¼), North and East of following line beginning on West line of and 544.06 feet South of Northwest corner of said Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼); thence East 272.22 feet, thence North to point 263.98 feet North of North line of said Highway, thence East 100 feet, thence North to point 240.00 feet North of said Highway line, thence East 100 feet, thence South to said Highway line in Section 25, Township 29, Range 22.

**From June 25, 2001 Amendment of Easement:**

**Real Estate** (owned by Independent School District #622)

That part of Section 25, Township 29, Range 22, Ramsey County, Minnesota, subject to Sterling Street described as follows: That part of the West 807 feet of the Southwest ¼ of the Northeast ¼ lying northerly of Highway 212 and lying North and East of the following described line: Beginning at a point on the West line of the Southwest Quarter of the Northeast ¼, Distance 544.05 feet south of the Northwest corner of said Southwest ¼ of the Northeast ¼; thence east, assumed bearing, 272.22 feet; thence north to a point, 263.98 feet north of the North line of said highway; thence east 100.0 feet; thence north to a point 240 feet north of the North line of said highway; thence east 100.0 feet; thence south to the North line of said Highway 212. (Hereinafter referred to as Parcel A)

**Tank Easement** (to Board of Water Commissioners of the City of Saint Paul)

Commencing at the Southeast corner of the Parcel A described above; thence Southwesterly along the South line of said Parcel being the North line of Highway 212 to a point being 200 feet West of the East line of Parcel A; thence North 200 feet parallel with the East line of Parcel A; thence East 155 feet parallel to the North line of Parcel A; thence North parallel with the East line of Parcel A to a point on the North line of Parcel A, said point being 45 feet West of the Northeast corner of said Parcel A; thence East along the North line of said Parcel A 45 feet to the Northeast corner of said Parcel A; thence South along the East line of said Parcel A to the point of beginning.

(Signature and Acknowledgement Pages Follow)

**Lessor:**

Approved:

By \_\_\_\_\_  
Patrick Shea, General Manager  
Saint Paul Regional Water Services

Approved as to form:

By \_\_\_\_\_  
Assistant City Attorney

**BOARD OF WATER COMMISSIONERS  
OF THE CITY OF SAINT PAUL**  
EIN 41-6005521

By \_\_\_\_\_  
Mara Humphrey, President

By \_\_\_\_\_  
Mollie Gagnelius, Secretary

By \_\_\_\_\_  
John McCarthy, Director  
Office of Financial Services

**Lessee:**

Approved:

By \_\_\_\_\_  
Its Legal Counsel

**DISH WIRELESS L.L.C.**

By \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**

Notary Public

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Notary Public

---

Notary Public

**LESSEE**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, \_\_\_\_\_, DISH Wireless L.L.C., organized and existing under  
the laws of State of Colorado, on behalf of said corporation.

Witness my hand and official seal.

---

Notary Public