

LEASE AGREEMENT

THE CITY OF SAINT PAUL, DIVISION OF PARKS AND RECREATION and T-MOBILE CENTRAL LLC

This Lease Agreement ("Lease") is entered into this _____ day of _____, 20____, ("the Effective Date") between THE CITY OF SAINT PAUL, a municipal corporation under the laws of the State of Minnesota ("Lessor"), acting on behalf of its Division of Parks and Recreation, and, T-MOBILE CENTRAL LLC, a Delaware limited liability company, having a principal office located at 12920 Southeast 38th Street, Bellevue, WA 98006 ("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 ("Leased Premises") located on the Lessor's Edgcombe Community Recreation Center grounds (the "Property") located at 320 South Griggs Street, Saint Paul Minnesota 55105, which is legally described in attached Exhibit "A," "*Legal Description And Site Plan*".

To consist of:

- Ground space comprised of approximately three hundred seventy five (375) usable square feet;
- Structure (as defined below) exterior space for attachment of antennas and ancillary equipment at height to be determined by Lessee; Total Height of Structure is not to exceed seventy-five (75) feet in height;
- Space required for cable runs to connect equipment and antennas between the Leased Premises and Structure;
- Non-exclusive easements across the Property required to run utility lines and cables; and
- A non-exclusive access easement across the Property for ingress and egress.

No other space or property interests are being leased to Lessee except as described above and as described on Exhibit "A," "*Legal Description and Site Plan*".

- (b) If Lessee exercises the Option (as defined below), Lessor hereby grants Lessee the right to install a new seventy five (75) foot high cell tower/light pole (the "Structure") on the Leased Premises at Lessee's sole cost and expense. Upon completion of installation, title to the Structure will vest in Lessor automatically, without need for execution of further documentation, in its "AS IS" and "WHERE IS" condition without warranty or representation of any kind, except any transferable manufacturer's warranties. Lessor will be fully responsible for all costs and expenses relating to the operation, repair and maintenance of the Structure and lights, except for any expenses caused by or resulting from Lessee's use of the Structure. Lessee shall be responsible for the initial installation of the lights on the Structure.

2. **Terms/Renewals.**

- (a) This Lease shall be effective as of the Effective Date, and from and after the Effective Date through the Commencement Date (as defined below), Lessee shall pay Lessor a fee of One Thousand Five Hundred Dollars (\$1,500.00) (the "Option Fee"). In consideration of the payment of the Option Fee, Lessor hereby grants to Lessee an option to lease a portion of the Property and space on the Structure for an initial term of nine (9) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Lessee for an additional nine (9) months upon written notice to Lessor and payment of One Thousand Five Hundred Dollars (\$1,500.00) ("Additional Option Fee") at any time prior to the end of the Option Period, with the first such payment due within twenty (20) days of the Effective Date. Notwithstanding anything to the contrary in this Lease, if the Commencement Date does not occur within eighteen months after the Effective Date, this Lease shall automatically terminate, be void and of no further force or effect, and neither party will have any further rights, duties, obligations or liabilities hereunder.
- (b) The initial term of this Lease shall commence on the date that Lessee begins construction on the Leased Premises (the "Commencement Date"), and shall terminate on December 31 of the year in which the fifteenth (15th) anniversary of the Commencement Date occurs. Lessee and Lessor agree to enter into a *Memorandum of Lease*, as contained in Exhibit "C", attached hereto and incorporated herein.

3. **Rent.**

Rent shall consist of Base Rent and such Additional Rent as expressly set forth herein. Lessee shall make all payments of Base Rent and Additional Rent to Lessor at the following address:

**Division of Parks and Recreation
Attn: Accounting
25 W 4th Street, Ste. 400
Saint Paul, Minnesota 55102**

Lessor's FIN number is # 41-6005521

If this Lease is terminated, pursuant to the terms and conditions of this Lease, rent shall be pro-rated to the termination date or the date on which all of Lessee's equipment is removed from the Leased Premises, whichever is later. Within thirty (30) days after the date of the termination, Lessor shall return to Lessee any amounts which Lessee has prepaid to Lessor.

Unless this Lease is terminated before the Commencement Date pursuant to section 2(a), above, then effective as of the Commencement Date, Lessee shall pay all rent annually in advance, as indicated in the payment schedule below:

- (a) **Base Rent.**
Lessee shall pay Lessor, as rent, the sum of Sixteen Thousand Two Hundred Dollars (\$16,200.00) ("Annual Rent"), per year based upon the space and location of the Leased Premises as shown on Exhibit A, *Legal Description and Site Plan, and space on the Structure.*

The first year's rent shall be pro-rated to the end of the year in which the Commencement Date occurs, and shall be paid within sixty (60) days after the Commencement Date. Thereafter each year's Annual Rent due hereunder shall be paid prior to January tenth of that year.

(1) Annual Increase

Commencing January 1, of the calendar year immediately after the year in which the Commencement Date occurs, and on January 1st of each subsequent year, the Annual Rent shall be increased by three and one half percent (3.5%) ("Annual Increase").

(b) Additional Rent.

Additional Rent means all amounts, other than Annual Rent provided for in paragraph 3 (a) above, that Lessee shall be obligated to pay under this paragraph or any other paragraph of this Lease. Additional Rent shall include the following fees, costs and expenses:

(1) A one-time payment in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) intended for the Parks Department to use towards landscaping to buffer the view of Lessee's equipment installation and as reimbursement of the appraisal and administrative fees associated with Lessee's park land diversion. The one-time payment is payable within thirty (30) days after the Commencement Date;

(2) all taxes on equipment personally owned by Lessee, general, or special. As a condition of Lessee's obligation to pay any tax, Lessor shall provide Lessee documentation from the taxing authority indicating with reasonable certainty that the tax was directly attributable to Lessee's tenancy. Lessee shall have the right to file an assessment appeal, and Lessor shall cooperate in any such appeal as reasonably requested by Lessee, all at Lessee's sole cost and expense;

(3) all public utility rates, dues, and charges of any kind for utilities used by Lessee at the Leased Premises; and

(4) fees, costs, and expenses for property insurance and/or uninsured losses as set forth in Section 13. *Insurance*.

In the event that Lessee does not pay the required Additional Rent to the appropriate party, Lessor may, at its option, and after thirty (30) days prior written notice to Lessee, make such payments. Upon Lessor's notice and the provision of supporting documentation to Lessee that it has made these payments, those amounts become due and payable by Lessee within thirty (30) days.

4. Use of Leased Premises.

(a) Primary Use of Property

The primary use and purpose of the Property is for a public recreation facility for the customers of the Lessor. Lessor's operations in connection with pursuit of this

primary use of the Leased Premises ("Operations") take priority over Lessee's operations and Lessor reserves the right to take any action it deems necessary, in its reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Lessor's Operations, provided that such Operations do not interfere with Lessee's operations and permitted use hereunder for the Leased Premises.

(b) Jeopardy of Primary Use

In the event that the use of the Property for public recreation services is jeopardized because of Lessee's operations on the Structure, Lessor shall provide written notice of such event to Lessee. Lessor and Lessee agree to work together to cure the occurrence that causes such jeopardy. Lessee shall make all good efforts to cure such jeopardy within thirty (30) days of receipt of written notice of event. If Lessee does not cure such jeopardy within thirty (30) days of receipt of written notice of event, said occurrence of jeopardy shall constitute an event of default as otherwise defined in Section 12. *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.

(c) Lessee's Use of Leased Premises.

Lessee shall have the right, at its sole cost and expense, to install, operate, maintain, replace, store or remove its communications system, including, without limitation, radio transmitting and receiving antennas, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units, location based systems and other associated equipment (collectively, the "Antenna Facilities") as shown in Exhibit "B," *Antenna Facilities and Frequencies* consistent with the duly approved construction plans, as described in *Section. 5 Installation of Equipment and Leasehold Improvements.* Lessee may not expand the Leased Premises, without the prior written approval of the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall be permitted to alter, replace, enhance and upgrade the Antenna Facilities at any time during the term of this Lease, provided that it does not expand the Leased Premises or alter the visual impact of its tower mounted facilities. Lessee's use of the Leased Premises shall be exclusive, however its use of the Structure shall be non-exclusive and Lessor retains the right to lease other space on the Property and Structure to other parties, provided that other parties' use of such space does not interfere with Lessee's operations.

(d) Subject to the other provisions of this Lease, in the event Lessor desires to redevelop, modify, remodel or in any way alter the Property and any improvements thereon ("Redevelopment"), Lessor shall in good faith use its best efforts to fully accommodate Lessee's continuing use of the Leased Premises. Should any proposed Redevelopment necessitate the relocation of the Leased Premises or Antenna Facilities, and/or alterations to Antenna Facilities, such relocation and alteration shall be subject to Lessee's prior written consent, which consent shall not unreasonably be withheld. Upon such approval, Lessee shall relocate its antennas and equipment to the new location

that results from any Redevelopment, provided that Lessor has obtained, on Lessee's behalf but at Lessor's sole cost, all necessary permits and approvals for Lessee's use, as described in and permitted under this Lease. Any relocation or alteration of Lessee's Antenna Facilities shall be at Lessor's sole cost, expense and risk. In any event, Lessor must provide Lessee with no less than one (1) year prior written notice of Lessor's proposed Redevelopment, and such relocation and alteration must not materially adversely affect Lessee's operation as conducted on the Premises. If Lessor cannot comply with this Section, Lessee may immediately terminate this Lease and Lessor shall indemnify Lessee for all costs and expenses resulting from or related to Lessee's relocation to another building or site. All costs and expenses incurred by Lessee that are to be paid by Lessor under this section shall be reimbursed by Lessor promptly upon written demand from Lessee. Lessor shall not be entitled to relocate Lessee more than one (1) time during the entire Lease term. In the event of temporary removal or relocation of Lessee's equipment or antennas under this provision, Lessor agrees to work in good faith with Lessee and make available to Lessee if reasonably possible a temporary location on the Property, if such is available, to install and operate temporary transmitting/receiving facilities, including a so-called "COW", or cell-on-wheels."

(e) Lessee's Ground Equipment.

Regardless of City of Saint Paul minimal building permit requirements, Lessee shall provide ground equipment storage facilities and landscaping screening that are substantially consistent with other buildings and structures in the neighborhood, as well as landscaping consistent with other similar parkland as mutually and reasonably agreed to by the parties.

5. Installation of Equipment and Leasehold Improvements

(a) Construction Plans.

For the initial installation of all Antenna Facilities and for any proposed expansion of square footage of the Leased Premises, Lessee shall provide Lessor and Lessor's Construction Engineer, Trades Supervisor or other designee ("Construction Engineer") each with two (2) sets of construction plans ("Construction Plans") consisting of the following:

- 1) Line or CAD drawings showing location of all planned installations plus materials and construction methods, and
- 2) Specifications for all planned installations, and
- 3) Diagrams of proposed Antenna Facilities, and
- 4) A complete and detailed inventory of all equipment and personal property of Lessee, except such information as Lessee may reasonably deem proprietary and confidential.

Construction Plans shall be easily readable and subject to prior written approval by the Construction Engineer, which shall not be unreasonably withheld, conditioned or delayed.

(b) Construction Scheduling.

At least ten (10) business days prior to Lessee's construction mobilization, Lessee shall conduct a pre-construction meeting on the Property. Said meeting shall be attended by the Construction Engineer, Lessee's

representative and a representative from any other parties involved in the installation.

(c) Construction Inspection.

All construction activity shall be subject to inspection and approval by the Construction Engineer. If deemed necessary by the Construction Engineer, construction work performed without direct inspection and approval of the Construction Engineer will not be accepted and Lessee may be required to remove or uninstall such work at Lessee's sole expense. Notwithstanding the foregoing, the Construction Engineer must make its request for any such inspection in advance of its inspection and in writing with sufficient detail so Lessee has notice of the work to be inspected.

Lessee shall be solely responsible for all costs associated with said inspection and approval by Construction Engineer at a cost not to exceed One Thousand Five Hundred Dollars (\$1,500.00).

(d) Damage by Lessee.

Any damage to the Property, Leased Premises, or any equipment thereon caused by Lessee's installation and operations shall be repaired or replaced at Lessee's expense to the condition in which it existed immediately prior to such damage.

6. Maintenance and Repairs.

(a) Lessee shall, at its own cost and expense, maintain its equipment in good and safe condition and in compliance with applicable fire, health, building, and other life safety codes, and shall repair any part of the Property that was damaged by the Lessee's installation and operation.

(b) Lessee shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term. All Antenna Facilities and appurtenances affixed to the Structure shall be painted the same color as the Structure. Cables shall not be painted on the Leased Premises, but shall instead be of a color close to that of the Structure as reasonably approved by Lessor.

(c) Except in emergency situations, Lessor shall provide Lessee with prior written notice of at least thirty (30) days when Lessor repairs the Structure. Upon receiving such notice, it shall be the sole responsibility of Lessee to provide adequate measures to cover, protect, or remove, at Lessee's discretion, Lessee's equipment, personal property and Antenna Facilities, and to protect the same from paint and debris fallout which may occur during the paint restoration process or repairs. In the event that Lessor's painting or repairing of an existing structure or the Property causes Lessee's operation of the Antenna Facilities to be interrupted, Lessee may maintain a mobile site on the Property, including an alternate power source, or, after approval by Lessor, on any land owned or controlled by Lessor in the immediate area of the Property. Rent shall be abated on a prorated daily basis during such interruptions if the interruption lasts for longer than thirty (30) days.

7. Property Access.

- (a) Lessee shall have access to the Leased Premises and Property twenty-four (24) hours a day, seven (7) days a week by means of existing access in order to install, remove, repair, operate, and maintain its Antenna Facilities. If Lessee must access the Leased Premises or Property while activities are taking place, it shall first attempt to establish contact with the on-site Recreation Center Staff, phone 651-695-3711 in order to coordinate access in the most safe and least disruptive manner possible.
- (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 that Lessee's covenants are being met. Except in case of emergency, Lessor shall provide Lessee with at least three (3) business days' written notice prior to such inspection. 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.

8. Utilities.

Lessor makes no representations that utilities adequate for Lessee's use of the Leased Premises are available. Lessee will pay for all utilities used by it at the Leased Premises. Lessor will cooperate with Lessee in Lessee's efforts to connect utilities from any location provided by Lessor or the servicing utility.

9. 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.

10. Compliance and Statutes, Regulations, and Approvals.

Lessee's use of the Leased Premises herein is contingent upon its obtaining all certificates, permits, zoning, and other applicable approvals that may be required by any federal, state or local authority. Lessee's Antenna Facilities and any other facilities shall be erected, 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 FCC or any other governing bodies having jurisdiction over this Lease, and in accordance with any Leased Premises standards annexed hereto as Exhibit "D," *Technical Minimum Site Standards*.

11. Interference.

- (a) All frequencies proposed for initial use shall be evaluated by a registered professional radio frequency engineer ("RF Engineer"), and Lessee shall pay all costs of said evaluation. RF Engineer shall provide said evaluation no later than thirty (30) days after frequencies are provided to him by Lessee. Lessee shall not transmit or receive radio waves from the Property until such evaluation has been satisfactorily completed.

- (b) Lessor represents that it operates under FCC license and is required to comply with FCC rules. Except for replacement or repair activities, Lessee shall provide at least thirty (30) days written notice to Lessor before placing additional transmitter or receiver frequencies or antennas on the Leased Premises. Said notice shall describe all equipment and frequencies to be added. Said review may 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 reasonable costs for any such interference studies. In the alternative, Lessee may perform the interference studies and submit the results to the Lessor for review. However, Lessor, in its sole discretion, shall retain the right provided herein to submit the study results to the RF Engineer for review at Lessee's sole expense.
- (c) Lessee's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with Lessor's Operations on the Property as of the Effective Date. Lessor's Operations on the Property as of the Commencement Date take priority over Lessee's operations and Lessor reserves the right, in its reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Lessor's Operations as may be necessary. For all substantial improvements or repairs, Lessor agrees to provide Lessee with at least sixty (60) days advance notice of the same and to reasonably cooperate with Lessee to carry out such activities with no interference to Lessee's operations. For minor repairs or maintenance, Lessor agrees to give at least two (2) business days advance notice of any such activities to Lessee and to reasonably cooperate with Lessee to carry out such activities with no interference to Lessee's operations. If Lessor's emergency broadcast system causes interference with Lessee's operations, Lessee may terminate this Lease under the notice provisions and conditions contained elsewhere in this Lease. If Lessor's lessees, licensees or other third parties operating under an agreement with Lessor cause interference with Lessee's operations, subsections (e) through (h) below shall control. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property on the Leased Premises, Lessor may enter the Leased Premises and take such actions as are required to protect individuals or personal property from such immediate threat of substantial harm or damage; provided that promptly after such emergency entry into 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 entry onto the Leased Premises.
- (d) In its use of the Leased Premises, Lessee may not interfere with Lessor's Operations or other parties who were occupants of the Property prior to the Commencement Date of this Lease, provided that the equipment used by Lessor or other occupants is operating within the technical perimeters specified by its manufacturer and/or as defined by the FCC. In the event of any such interference, Lessee shall take all actions necessary to immediately eliminate such interference in accordance with reasonable technical standards. In the event Lessee cannot correct the interference, Lessee shall have the option to terminate this Lease without further liability hereunder, upon sixty (60) days written notice to Lessor. Lessee shall not be responsible

for interference that results from a change in the operations of other parties after the Commencement Date of this Lease.

- (e) Lessor will not grant a lease to any other party for use of the Property, if such use would or is likely to interfere with Lessee's operations on the Leased Premises. Any future lease by Lessor of the Property to additional parties that permits the installation of communications equipment shall be conditioned upon not interfering with Lessee's use of the Leased Premises, and shall be terminated if interference occurs and is not corrected within a reasonable time. Notwithstanding the foregoing, 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. Lessor agrees that it will require the same obligation of all such future parties in any lease or agreement with such future parties.
- (f) 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.

In the event Lessor receives any such request or proposal from a party seeking to lease space on the Property, Lessor shall submit the proposal, complete with all technical specifications reasonably requested by Lessee, to Lessee for review for noninterference. Lessee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Lessee, subject to interference provisions of paragraph 11(c) of this Lease, to the installation of antennas or transmission facilities pursuant to said proposal. Lessee shall not be responsible for the expenses incurred in any independent validation of such interference objections.

- (g) In the event that Lessee or other tenants on the Property experience interference of their approved frequencies and they cannot reach agreement as to the cause and remedy of such interference, the last party to enter into a lease for a portion of the Property shall cease its interfering activity until such time as the interference is eliminated. Lessor agrees that it will require the same obligation of all such future parties in any lease or agreement with such other parties.
- (h) Without limiting the foregoing or any other remedy, Lessee shall have the right to terminate this Lease upon sixty (60) days written notice in the event its reception or 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.

12. Termination.

Except 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:

- (a) 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 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 thirty (30) days of receipt of written notice of default and diligently pursues such cure to completion.
- (b) By Lessee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Lessee's business;
- (c) By Lessee if the Leased Premises is or becomes unusable under Lessee's design or engineering specifications for its Antenna Facilities, or communications system to which the Antenna Facilities belong;
- (d) By Lessee upon thirty (30) days written notice if Lessee determines that the Property or Antenna Facilities are inappropriate or unnecessary for Lessee's operations due to economic reasons;
- (e) By Lessor, if it 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. Lessor may not exercise its rights under this subdivision unless it has first given 30 days written notice to Lessee of the structural defects and given Lessee an opportunity to cure, and Lessee has failed to do so; or
- (f) By Lessor if 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 or other payment being overdue.

13. Insurance.

- (a) Lessee shall obtain and maintain insurance to protect Lessee against any and all claims, demands, actions, judgments, expenses, and liabilities that may arise out of or result from Lessee's use of the Leased Premises. Any applicable liability policy shall list the Lessor and the City of Saint Paul as additional insureds, and shall provide that it will be the primary coverage as to Lessee's negligence. The insurance coverage must include, at a minimum, Commercial General Liability Insurance Coverage, including premises/operation coverage, bodily injury, property damage, independent contractors liability and completed operations coverage, in a combined single limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence, subject to Three Million Dollars (\$3,000,000.00) aggregate. Lessee may satisfy this requirement with underlying insurance and/or an umbrella policy.

- (b) Lessee shall provide Lessor, prior to the Commencement Date and before each Renewal Term of this Lease, 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 paragraph 13(a) above. Said certificate shall also provide that the coverage may not be canceled, or non-renewed, or materially reduced without thirty (30) days written notice to Lessor.

14. Indemnity.

Lessee agrees to indemnify, defend, save, and hold harmless the 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 Lease of the herein described 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, 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, officers, or employees thereof. It is fully understood and agreed that Lessee is aware of the conditions of the Leased Premises and leases the same "as is."

15. Damage or Destruction.

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.

16. Notices

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given when personally delivered or mailed, certified mail, return receipt requested, or by a nationally recognized courier service, to the following addresses:

If to Lessor, to:

Division of Parks and Recreation
25 Fourth Street West, Suite 300
Saint Paul, MN 55102
Attn: Susie Odegard

If to Lessee, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

And with a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Legal Department

And with a copy to:

T-Mobile Central LLC
2001 Butterfield Road, Suite 1900
Downers Grove, IL 60515
Attn: Lease Administration Manager

And with a copy to:
T-Mobile Central LLC
2001 Butterfield Road, Suite 1900
Downers Grove, IL 60515
Attn: Legal Department

17. 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.
- (b) 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 paragraph 17 (c) 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 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 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.
- (c) "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 in accordance with all applicable laws and good engineering practices.

- (d) The individual signing and executing this Lease on behalf of Lessee warrants that he/she has the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessee.

18. No Liability on Lessor.

Except due to Lessor's willful misconduct or negligence, Lessor shall not be liable for any damage to Lessee's equipment or facilities, and Lessor shall not be liable for vandalism or malicious mischief caused by third parties, known or unknown, to Lessee's equipment or facilities, nor shall Lessor be liable for any lost revenue, business or profits of Lessee. Lessor shall not be liable for any damage related to activities known or unknown that are incidental to the public use of and access to parkland.

19. Assignment.

(a) Lessee may not assign this Lease or sublet the Leased Premises without the prior written consent of Lessor, which consent shall not be withheld, conditioned or delayed without reasonable cause. Notwithstanding the provisions of this paragraph, Lessee shall have the right, without Lessor's consent, to assign this Lease, or sublet all or any portion of the Leased Premises, to any financially responsible parent, subsidiary, or affiliate of Lessee or any corporation into which Lessee may be merged or consolidated or which purchases all or substantially all of the assets of Lessee, as long as assignee assumes the obligations of this Lease. Upon assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder. Any approved sublease that is entered into by Lessee shall be subject to all of the provisions of this Lease.

(b) 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 11. *Interference.*

(c) Additionally, notwithstanding anything to the contrary above, Lessor or Lessee may, upon notice to the other, grant a security interest in this Lease (and as regards the Lessee and the Antenna Facilities), and may collaterally assign this Lease (and as regards the Lessee and the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Lessor or Lessee, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Party.

20. 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, personal representatives and assigns.

21. Surrender of Premises

At the expiration of the initial term of this Lease, or any Renewal Term, or any earlier termination of this Lease, Lessee shall 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, Antennas Facilities, and leasehold improvements from the Property within thirty (30) days of the date of expiration or termination, and shall repair any damage to the Property caused by such equipment, all at Lessee's own cost and expense.

22. Marking and Lighting Requirements.

Lessor acknowledges that it shall be responsible at Lessor's 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 Lessor's Structure. The responsibility, however, is expressly limited to the requirements that would be required of a cell tower / light pole having no communications equipment installed on it, irrespective of Lessee's antennas. Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements for the Structure. Further, should the FAA cite Lessee or in the event any claims are brought against Lessee because the Structure alone is not in compliance, as opposed to the Structure and Lessee's antennas, 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.

Lessee acknowledges that it shall be responsible at Lessee's sole cost and expense, for compliance with all building marking and lighting requirements that the FAA may require with respect to Lessee's antennas. In the event the FAA determines that the Structure needs to be marked, lighted, or in any way modified due to the existence of Lessee's antennas, Lessee shall have the option to mark and light the Structure at its own expense, or to terminate this Lease, pursuant to Section 12. Termination, and remove all its equipment at its own cost without any further liability to either party hereunder upon thirty (30) days written notice to Lessor. Said marking, lighting and modifying shall be subject to prior written approval by Lessor, such approval not to be withheld, conditioned or delayed without cause. Lessor shall approve or object to such plans within thirty (30) days of receipt, and failure to make any objection within said thirty (30) day period shall be deemed approval by Lessor.

23. RF Compliance.

(a) A third party, unbiased RF Engineer will perform a radiation survey of the Property following Lessee's initial RF transmissions on the Leased Premises. Lessee shall pay the costs for such survey, not to exceed Two Thousand and no/100 dollars (\$2000.00).

(b) Lessee shall implement all measures at the Leased Premises 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 Leased Premises, Lessor shall hold such future party liable for all such later-arising non-compliance.

24. Third Party Approvals, Inspections and Evaluations.

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

25. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Secured Parties' sole discretion and without Lessor's consent.

26. 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. 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. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- (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 as set forth in Exhibit C.
- (f) Exhibits "A" through "D" listed below are hereby incorporated into this Lease by reference.

Exhibit "A" - Legal Description and Site Plan

Exhibit "B" - Antenna Facilities and Frequencies

Exhibit "C" - Memorandum of Lease

Exhibit "D" - Technical Minimum Site Standards

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

Lessor:

APPROVED:
FIN 41-6005521

Approved as to form:

By _____ Assistant City Attorney

CITY OF SAINT PAUL:

By _____ Mayor

By _____ City Clerk

By _____ Director, Parks and Recreation

By _____ Director, Office of Financial Services

Lessee: T-MOBILE CENTRAL LLC, a Delaware limited liability company

By Has _____ Area Director, Engineering and Operations

EXHIBIT A
Legal Description and Site Plan
Page 1 of 4

Description of the Property:

The West 110 feet of Block three (3) and all of Block four (4), Dunlap Place Addition, together with that portion of vacated Evergreen Place which accrued thereto by reason of the vacation thereof, according to the Plat thereof on file and of record in the office of the Register of Deeds of Ramsey County.

AND BEING a portion of the same property conveyed to City of Saint Paul, a municipal corporation from Holm & Olson, Inc. by Warranty Deed dated October 03, 1929 and recorded October 03, 1929 in Instrument No. 787140; AND FURTHER BEING A PORTION CONVEYED to Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public corporation from Vincent R. Rooney and Katherine M. Rooney, husband and wife by Warranty Deed dated October 14, 1976 and recorded October 15, 1976 in Instrument No. 1946792.

Tax Parcel No. 10-28-23-11-0329

Description of Lease Tract:

A lease tract for telecommunication purposes over, under, and across that part of the hereinbefore described property described as follows:

Commencing at the northeast corner of Section 10, Township 28 North, Range 23 West, Ramsey County, Minnesota; thence South 00 degrees 01 minute 01 second East, assumed bearing, along the east line of the Northeast Quarter of said Section 10 a distance of 831.54 feet; thence South 89 degrees 58 minutes 59 seconds West a distance of 942.82 feet to the point of beginning of the lease tract to be described; thence South 00 degrees 01 minute 01 second East a distance of 15.00 feet; thence South 89 degrees 58 minutes 59 seconds West a distance of 6.50 feet to a point hereinafter referred to as POINT A; thence continuing South 89 degrees 58 minutes 59 seconds West a distance of 18.50 feet; thence North 00 degrees 01 minute 01 second West a distance of 15.00 feet; thence North 89 degrees 58 minutes 59 seconds East a distance of 25.00 feet to the point of beginning.

Contains 375 square feet, more or less; being 0.009 acres, more or less.

Description of Coax Easement:

A 5.00 foot wide easement for coaxial cable purposes over, under, and across that part of the hereinbefore described property lying 5.00 feet to the right of and abutting the following described sideline:

Beginning at the hereinbefore described POINT A; thence South 00 degrees 01 minute 01 second East a distance of 6.00 feet; thence South 44 degrees 58 minutes 59 seconds West a distance of 68.00 feet and said sideline there terminating.

Contains 360 square feet, more or less; being 0.008 acres, more or less.

Legal Description and Site Plan
Page 2 of 4

Description of Access and Utility Easement:

A 12.00 foot wide easement for ingress, egress and utility purposes over, under, and across that part of the hereinbefore described property lying 12.00 feet to the right of and abutting the following described sideline:

Beginning at the hereinbefore described POINT A; thence South 00 degrees 01 minute 01 second East a distance of 32.00 feet; thence South 75 degrees 00 minutes 32 seconds West a distance of 57.00 feet; thence South 89 degrees 58 minutes 59 seconds West a distance of 35.00 feet; thence North 62 degrees 57 minutes 52 seconds West a distance of 29.00 feet; thence South 89 degrees 58 minutes 59 seconds West a distance of 89.00 feet; thence South 49 degrees 24 minutes 54 seconds West a distance of 57.00 feet; thence South 89 degrees 58 minutes 59 seconds West a distance of 100.49 feet to the easterly right-of-way line of Griggs Street South and said sideline there terminating.

It is intended that the sidelines of said access and utility easement be shortened or extended to intersect with the easterly right-of-way line of Griggs Street South.

Contains 4,665 square feet, more or less, being 0.107 acres, more or less.

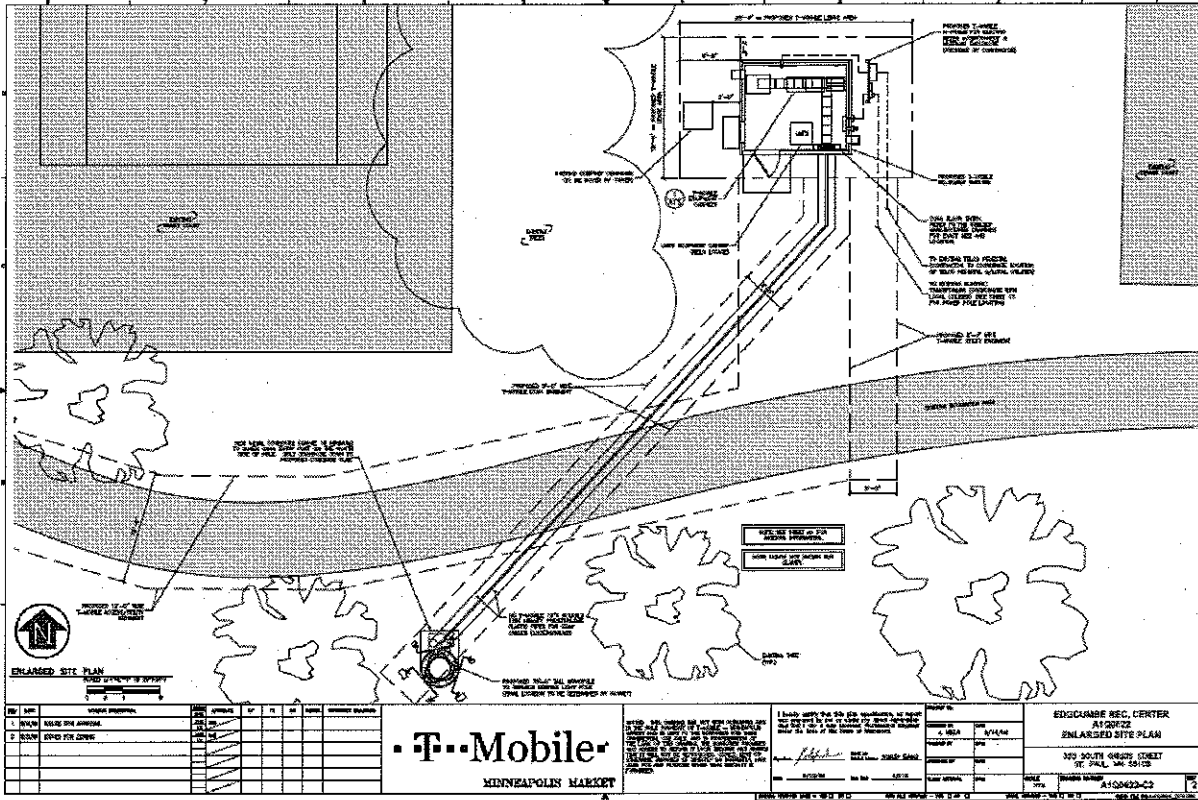
Description of Utility Easement:

A 5.00 foot wide easement for utility purposes over, under, and across that part of the hereinbefore described property lying 5.00 feet to the left of and abutting the following described sideline:

Beginning at the hereinbefore described POINT A; thence South 00 degrees 01 minute 01 second East a distance of 32.00 feet and said sideline there terminating.

Contains 160 square feet, more or less; being 0.004 acres, more or less.

Legal Description and Site Plan
Page 3 of 4
Detail of Lease Premises in Site Plan



NO.	DATE	REVISIONS	BY	CHKD.	APP'D.
1		ISSUE FOR PERMIT			
2		ISSUE FOR CONSTRUCTION			
3		ISSUE FOR OCCUPANCY			
4					
5					
6					
7					
8					
9					
10					

T-Mobile
 MINNEAPOLIS MARKET

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief, and that I am a duly licensed professional engineer in the State of Minnesota.

 License No. _____ State of Minn. _____
 Date: _____

EDGUMBE REC. CENTER	
ADDRESS	
ENLARGED SITE PLAN	
SHEET NO. 10 OF 12	
DATE: 10/14/08	
PROJECT NO. A1Q0622C-02	

Legal Description and Site Plan Page 4 of 4

EAST ELEVATION

ENLARGED EAST ELEVATION

NO.	TYPE	HEIGHT
1	ANTENNA ARRAY	150'
2	ANTENNA ARRAY	140'
3	ANTENNA ARRAY	130'
4	ANTENNA ARRAY	120'
5	ANTENNA ARRAY	110'
6	ANTENNA ARRAY	100'

NO.	TYPE	HEIGHT	WIDTH	DEPTH	WEIGHT	WIND	SWAY	SWAY PERIOD
41	YAES-211-100	100'	42"	14 1/2"	235#	100	100	1.50
42	YAES-211-100	110'	42"	14 1/2"	235#	100	100	1.50
43	YAES-211-100	120'	42"	14 1/2"	235#	100	100	1.50
44	YAES-211-100	130'	42"	14 1/2"	235#	100	100	1.50
45	YAES-211-100	140'	42"	14 1/2"	235#	100	100	1.50
46	YAES-211-100	150'	42"	14 1/2"	235#	100	100	1.50

NO.	TYPE	HEIGHT	WIDTH	DEPTH	WEIGHT	WIND	SWAY	SWAY PERIOD
1	YAES-211-100	160'	42"	14 1/2"	235#	100	100	1.50

NOTES:

1. ALL ANTENNAS SHALL BE MOUNTED TO THE TOWER STRUCTURE AS SHOWN ON THIS DRAWING. THE ANTENNAS SHALL BE MOUNTED TO THE TOWER STRUCTURE AS SHOWN ON THIS DRAWING. THE ANTENNAS SHALL BE MOUNTED TO THE TOWER STRUCTURE AS SHOWN ON THIS DRAWING.
2. ALL ANTENNAS SHALL BE MOUNTED TO THE TOWER STRUCTURE AS SHOWN ON THIS DRAWING. THE ANTENNAS SHALL BE MOUNTED TO THE TOWER STRUCTURE AS SHOWN ON THIS DRAWING. THE ANTENNAS SHALL BE MOUNTED TO THE TOWER STRUCTURE AS SHOWN ON THIS DRAWING.
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NO.	DESCRIPTION	DATE	BY	CHKD.	APPROVAL
1	DESIGN				
2	CONSTRUCTION				

MINNEAPOLIS MARKET

NO.	DESCRIPTION	DATE	BY	CHKD.	APPROVAL
1	DESIGN				
2	CONSTRUCTION				

EDGUMBE COMM. CENTER
ANTENNA INFO. & TOWER ELEVATION

545 SOUTH CROSS STREET
ST. PAUL, MN 55109

SCALE: AS SHOWN
DATE: 10/22/04

EXHIBIT B
Antenna Facilities and Frequencies

Co-location Technical Data Sheet

T-Mobile has the following parameters:

PCS B block, channels 612 - 685

Base station Tx frequencies:	1950 - 1965 MHz 2140 - 2145 MHz
Base station Rx frequencies:	1870 - 1885 MHz 1740 - 1745 MHz
Modulation/Standard:	GMSK
Maximum EIRP:	+58dBm (43dBm + 18dBi gain antenna less 3dB coax loss)
Channel Bandwidth:	200KHz
Antenna Information:	TMZX-6516 and TMZXX-6516 Gain = 17.5dBi Azimuth beam width = 65° Elevation beam width = 7.2°
	Antenna Size 59.9" x 12" x 6.5" (LxWxD) Weight ~ 43 lbs. including mounting hardware

(Desired) T-Mobile PCS Antenna Height: Approx. 70 ft. (center of antenna)

Standard Antenna configuration:

2 antennas per sector (one TMZX and one TMZXX)
3 sector design
Center of sectors at 150°, 240° and 315° wrt TRUE NORTH

Horizontal Spacing: 10' Governing FCC Rules: Code of Federal Regulations Title 47 (Telecommunications) Part 24 (subpart E)

Out of Band Emissions: Section 24.238 (a) On any frequency outside a licensee's frequency block, the power of any emission shall be attenuated below the transmitter power (P) by at least $43 + 10\log(P)$ dB. This is an FCC requirement. Below are the equipment specifications:

Note that F = frequency of other party and
Fbe = frequency at block edge, for B block Fbe = 1950 and 1965 MHz

Out of block: ≤ -13 dBm/12.5kHz for $|F - Fbe| \leq 1$ MHz
 ≤ -13 dBm/MHz - 1.2 dB/MHz $|F - Fbe|$ for
 $1 \text{ MHz} < |F - Fbe| \leq 65$ MHz
 ≤ -90 dBm/MHz for: $|F - Fbe| > 65$ MHz.

Intermodulation Levels: Compliant per EN 300 386-2 and 47 CFR Ch 1, Part 15, Subpart B

AC power requirements:

AC input voltage: 208/240 V AC, 50/60 Hz. single phase

AC input current: 25A/phase (ADUA), 40A/phase (ADBU)

EXHIBIT C
Memorandum of Lease

MEMORANDUM OF LEASE

Assessor's Parcel Number: 10-28-23-11-0329

Between The City of Saint Paul ("Lessor") and T-Mobile Central LLC, a Delaware limited liability company ("Lessee")

A Site Lease Agreement (the "Lease") by and between The City of Saint Paul, a Minnesota municipal corporation ("Lessor") and T-Mobile Central LLC, a Delaware limited liability company ("Lessee") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of nine (9) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional nine (9) month renewal ("Optional Period").

The Lease is for a term of fifteen (15) years and will commence on the date as set forth in the Lease (the "Commencement Date").

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Lessor:

APPROVED:
FIN 41-6005521

Approved as to form:

By EXHIBIT - DO NOT EXECUTE Assistant City Attorney

CITY OF SAINT PAUL:

By EXHIBIT - DO NOT EXECUTE Mayor

By EXHIBIT - DO NOT EXECUTE City Clerk

By EXHIBIT - DO NOT EXECUTE Director, Parks and Recreation

By EXHIBIT - DO NOT EXECUTE Director, Office of Financial Services

Lessee: T- MOBILE CENTRAL LLC, a Delaware limited liability company

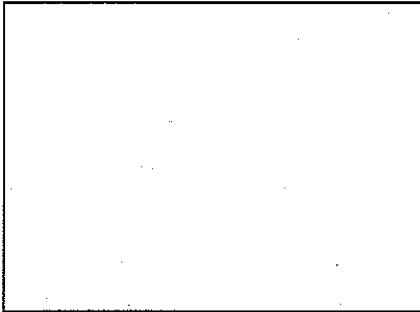
By EXHIBIT - DO NOT EXECUTE Area Director Network Engineering and Operations

[Notary block for Mayor]

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

This instrument was acknowledged before me on _____ by _____, Mayor of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Dated: _____



(Use this space for notary stamp/seal)

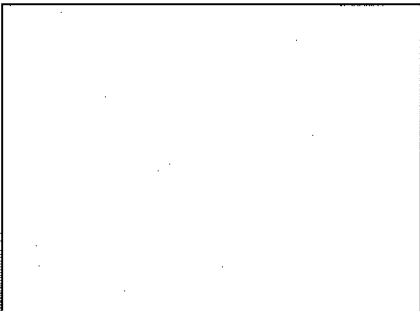
Notary Public
Print Name _____
My commission expires _____

[Notary block for City Clerk]

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

This instrument was acknowledged before me on _____ by _____, City Clerk of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Dated: _____



(Use this space for notary stamp/seal)

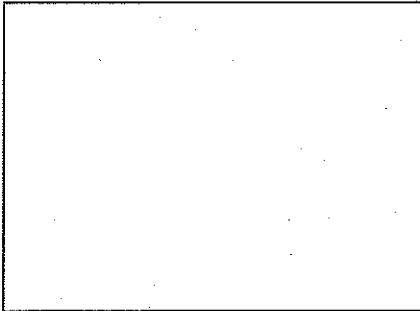
Notary Public
Print Name _____
My commission expires _____

[Notary block for Director of Parks and Recreation]

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

This instrument was acknowledged before me on _____ by _____, Director of Parks and Recreation of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Dated: _____



(Use this space for notary stamp/seal)

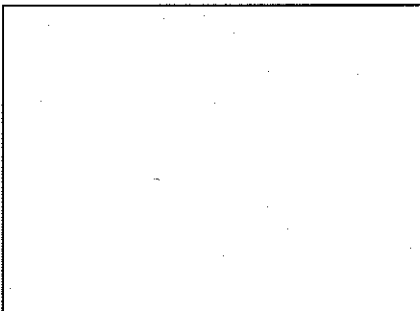
Notary Public
Print Name
My commission expires _____

[Notary block for Director of Office of Financial Services]

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

This instrument was acknowledged before me on _____ by _____, Director of Office of Financial Services of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Dated: _____



(Use this space for notary stamp/seal)

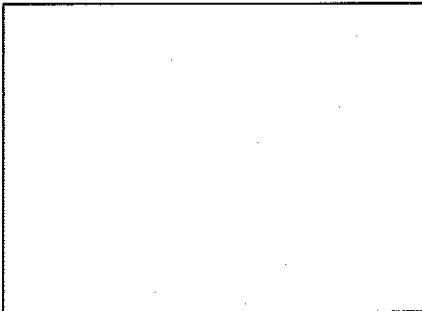
Notary Public
Print Name
My commission expires _____

[Notary block for Tenant]

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Hossein Sepehr is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director of Network Engineering & Operations of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name
My commission expires _____

EXHIBIT A
Legal Description and Site Plan
Page 1 of 2

Description of the Property:

The West 110 feet of Block three (3) and all of Block four (4), Dunlap Place Addition, together with that portion of vacated Evergreen Place which accrued thereto by reason of the vacation thereof, according to the Plat thereof on file and of record in the office of the Register of Deeds of Ramsey County.

AND BEING a portion of the same property conveyed to City of Saint Paul, a municipal corporation from Holm & Olson, Inc. by Warranty Deed dated October 03, 1929 and recorded October 03, 1929 in Instrument No. 787140; AND FURTHER BEING A PORTION CONVEYED to Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public corporation from Vincent R. Rooney and Katherine M. Rooney, husband and wife by Warranty Deed dated October 14, 1976 and recorded October 15, 1976 in Instrument No. 1946792.

Tax Parcel No. 10-28-23-11-0329

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Contains 375 square feet, more or less; being 0.009 acres, more or less.

Description of Coax Easement:

A 5.00 foot wide easement for coaxial cable purposes over, under, and across that part of the hereinbefore described property lying 5.00 feet to the right of and abutting the following described sideline:

Beginning at the hereinbefore described POINT A; thence South 00 degrees 01 minute 01 second East a distance of 6.00 feet; thence South 44 degrees 58 minutes 59 seconds West a distance of 68.00 feet and said sideline there terminating.

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Legal Description and Site Plan
Page 2 of 2

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A 12.00 foot wide easement for ingress, egress and utility purposes over, under, and across that part of the hereinbefore described property lying 12.00 feet to the right of and abutting the following described sideline:

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It is intended that the sidelines of said access and utility easement be shortened or extended to intersect with the easterly right-of-way line of Griggs Street South.

Contains 4,665 square feet, more or less, being 0.107 acres, more or less.

Description of Utility Easement:

A 5.00 foot wide easement for utility purposes over, under, and across that part of the hereinbefore described property lying 5.00 feet to the left of and abutting the following described sideline:

Beginning at the hereinbefore described POINT A; thence South 00 degrees 01 minute 01 second East a distance of 32.00 feet and said sideline there terminating.

Contains 160 square feet, more or less; being 0.004 acres, more or less.

EXHIBIT D
Technical Minimum Site Standards

Saint Paul Parks and Recreation Tower Antenna Site

1. All equipment must be housed in an RF tight, metal enclosure that provides at least 60 db of attenuation to any internal RF signals. Desk-top base stations and open racks cannot be used without special approval. Additional shielding kits may be required.
2. At least 60 db of isolation for 450 MHZ, 800 MHZ and 900 MHZ transmitters and 30 db of isolation for 150 MHZ and 40 MHZ transmitters must be provided. A harmonic filter must be provided on the transmitters between the antenna and any ferrite device used. Additional filtering and isolation may be required and will be considered on a case-by-case basis.
3. Maximum transmitter power allowed into the antenna feed line shall be 110 watts per transmitter. Higher power levels will be considered on a case-by-case basis. Additional protective devices may be required.
4. Only jacketed copper Heliax cable shall be permitted for transmission lines at the site. All on-site intercabling must use RG/9, RG/142, RG/214 or 1/2 inch Superflex. RG/8 or any other single shielded cable will not be allowed.
5. Proposed transmitters that will cause second order, third order or fifth order intermodulation products on existing receiver frequencies will not be permitted on the site. A receiver with the same frequency as an existing second order, third order or fifth order intermodulation product at the site will not be permitted on the site.
6. All transmitters shall be equipped with band-pass cavities that will provide at least the following attenuation of side band noise, if needed:

40MHZ band: 150 50 db at 1 MHZ 50
MHZ band: 450
7. Each cabinet must be identified by the owner's name, address, FCC station license number, and the name and telephone number of the responsible service agency.
8. Prior to approving any application for antenna space at the site, an engineering study will be prepared by Lessor's communications engineer consisting of at least

the following items:

- a. Intermodulation interference (IM) calculations of all transmitters and receivers known to exist in the area at time of application. (Study will include 2nd, 3rd and 5th order 1M terms, and A + B - C, three-product terms.)
- b. Transmitter noise and receiver desensing calculations of all equipment at the site.
- c. Analysis of best equipment and antenna locations at the site.
- d. Analysis of AC power requirements.
- e. Report to prospective site user regarding application.

-END-