

SITE NAME: Dunedin Hi-Rise  
469 Ada Street  
SPRWS: AMI  
CONTRACT NO.: 24-094

## **SITE LEASE AGREEMENT**

This Site Lease Agreement ("Lease") is made between the PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL, 555 North Wabasha Street, Saint Paul, Minnesota 55102, ("Lessor" or "PHA"), a public body, corporate and politic, and BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL, a Minnesota municipal corporation, d/b/a Saint Paul Regional Water Services ("Lessee") for the leasing of certain property interests at the Lessor's Dunedin Hi-Rise site at 469 Ada Street, Saint Paul, Minnesota 55107 ("Lessor's Property"), which is legally described in Exhibit A attached hereto and incorporated herein by reference. This Lease shall become effective (the "Effective Date") upon the date this Lease is signed by both Parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Leased Premises. Lessor, in consideration of payment by Lessee of the Base Rent and Additional Rent as specified in Paragraph 3, *Rent*, and the covenants and agreements herein contained, hereby leases to Lessee certain areas on Lessor's Property ("Leased Premises"). The property interests leased to Lessee shall include the following: rooftop and penthouse space comprising approximately 15 square feet upon the Lessor's real property as described on Exhibit A attached hereto ("Lessor's Property"), including space for mounting or attaching one (1), Advanced Metering Infrastructure ("AMI") system RF antenna, subject to the specifications shown and described on Exhibit B ("Construction Plans").

The parties acknowledge that this is a nonexclusive Lease. Except as provided herein, nothing in this Lease shall preclude Lessor from leasing other space for communications equipment to any person or entity which may be in competition with Lessee, or any other party, subject to the conditions set forth in Paragraph 6, *Operations and Equipment*, of this Lease.

2. Term of Lease. The initial term of this Lease shall begin on the "Commencement Date" (as hereafter defined) and, subject to the terms of Paragraph 12, *Termination*, shall end on December 31, 2028. The Commencement Date shall be the date on which all conditions precedent detailed in Exhibit C, attached hereto and incorporated herein by reference, have been met but not later than January 1 2024, or the start date of construction, whichever comes first. The term of this Lease shall be approximately 5 years, commencing as of the Commencement Date and expiring December 31, 2028. Upon expiration of the initial term, this Lease shall automatically renew for three (3) successive periods of five (5) years ("Renewal Terms"), unless Lessee serves written notice to Lessor sixty (60) days prior to the expiration of this Lease or any extension thereof of Lessee's intent not to renew. Upon expiration or termination of this lease, Lessee shall have sixty (60) days to remove all equipment from the premises and to make all

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necessary repairs. Lessee shall pay rent until complete removal and restoration has been effected as

required by Section 8 of this Lease. This lease is non-transferable and Lessee may not sub-let or otherwise transfer the lease to another entity.

3. Rent. Rent shall consist of Base Rent and such Additional Rent as may apply. Lessee shall pay all rent annually in advance, with the first payment due thirty (30) days after the Commencement Date and on the first day of each January thereafter, as indicated in the payment schedule below:

A. Base Rent. Based on Lessee's original installations, as described in Exhibit D (Equipment List) and Exhibit B (Construction Plans) (collectively, the "Communications Facilities"), attached hereto and incorporated herein by reference, Lessee shall pay to the Lessor a yearly Base Rent of \$1.00. The first year's advanced payment shall be prorated from the Commencement Date through December 31, 2023. Each annual payment thereafter shall be due on the first day of January.

If this Lease is terminated at any time other than on the last day of a lease term, rent shall be prorated, based on a three hundred sixty-five (365) day year, as of the date of termination, and in the event of termination for any reason other than nonpayment of Base or Additional rent, all prepaid rents shall be refunded to Lessee except as provided for in Paragraph 12(D).

B. Additional Rent. Additional Rent means all amounts, other than Base 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, but is not limited to, the following fees, costs and expenses:

- (1) Cost for the repairs, improvements or alterations required to be made by Lessee in Paragraph 16, *Maintenance and Repairs*;
- (2) All taxes on equipment personally owned by Lessee, general or special;
- (3) All public utility rates, dues, and charges of any kind for utilities used by Lessee at the Leased Premises, and
- (4) Property insurance premium and/or uninsured losses as set forth in Paragraph 10, *Insurance*.

In the event that Lessee does not pay required Additional Rent, Lessor may, at its option, make such payments. Upon Lessor's notice to Lessee that it has made these payments, those amounts become due and payable by Lessee at the time of its next Base Rent payment.

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Lessee shall make all payments of Base Rent and Additional Rent to Lessor at the following address:

Public Housing Agency of the City of Saint Paul  
555 North Wabasha Street, Suite 400  
Saint Paul, Minnesota 55102

4. Primary Use of Premises. The primary purpose and use of the Property is to provide living space and other residential services to tenants of the Lessor. Lessor's operations take priority over Lessee's operations and Lessor reserves the right to take any action it deems necessary, at Lessor's discretion, to maintain, or improve the Property in order to provide such services as may be necessary. If Lessee's antenna usage on the Property interferes with the primary use of the Property for residential purposes and services Lessor will provide written notice of the interference to Lessee. Lessee shall cure the cause of the interference within ten (10) days. If the cause of the interference is not reasonably capable of being cured within ten (10) days, Lessee shall within seven (7) days of receipt of written notice from Lessor, commence to cure such interference by assessing the problem, ordering the necessary equipment and diligently pursuing the cure to completion within a reasonable time thereafter. If Lessee cannot cure such interference as provided for above, said occurrence of interference shall constitute an Event of Default as set forth in Paragraph 12, Termination. If the interference with the primary purpose of the Property or the operations of Lessor is an emergency situation which is life-threatening or threatens to damage Lessor's property (e.g. an antenna falling off the Property or falling on an appurtenant structure owned by the Lessor), Lessor has the right to immediately cure the life-threatening emergency situation, including, if necessary, removing Lessee's equipment. Lessor shall notify Lessee immediately after any such emergency and of the Lessor's actions to cure the situation.

5. Use of Premises. Lessee shall use and occupy the Leased Premises for the transmission and reception of communications signals authorized for use by the Federal Communications Commission (FCC), and for the installation, operation, and maintenance of its communications equipment in accordance with Exhibit B. Lessee shall inform Lessor of plans for replacement and/or upgrade of its communications fixtures and related equipment prior to proceeding with work. Lessor approval to proceed with equipment replacement or upgrades is subject to the prior written approval of the Lessor, which approval will not be unreasonably withheld or delayed. The manner in which the Communication Facility may be attached to any structure or other location on the Property is subject to the prior written approval of the Lessor, which approval shall not be unreasonably withheld or delayed. The Lessor reserves the right to require changes in the manner of installation and location in order to minimize aesthetic impact, impact to existing antenna systems, preserve roof membrane integrity, and minimize damage to the property.

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Lessee, its agents and contractors, at Lessee's sole cost and expense, will be permitted to enter upon the Property and conduct such studies as Lessee deems necessary to determine the Property's suitability for Lessee's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other related analyses and studies as Lessee deems necessary or desirable. The Lessor reserves the right to require an initial independent structural analysis for the installation, or to require Lessee to submit a written opinion of a structural engineer, licensed in Minnesota, attesting that the installation meets all requirements for structural integrity. Any structural analysis costs will be the responsibility of Lessee.

For purposes of installing, operating, repairing, upgrading, modifying and removing the communications equipment Lessee shall have access to the Leased Premises seven days per week, twenty-four hours per day. In order to provide such access, the Lessor agrees to reproduce the applicable keys needed by Lessee for access to the Communications Facility. Said keys will be retained by Lessee for access purposes and Lessee shall provide the Lessor with the names, in writing, of all Lessee employees and agents who will have access to such keys. Lessor will allow the Lessee to install a lock box in which to store said key(s) in an area to be mutually determined by Lessor and Lessee. If Lessee or any of its employees or agents lose a key, Lessee shall reimburse the PHA for all costs in connection with re-keying the affected areas of the building. With the exception of an emergency situation, in accordance with Paragraph 4, Lessor will not remove Lessee's equipment without Lessee's prior written consent. Lessee shall, upon reasonable notice from Lessor, remove or protect antennas or equipment or pay for the same, during painting or other maintenance work performed by Lessor.

6. Operations and Equipment. Lessee shall install, operate and maintain its equipment in accordance with all applicable laws and regulations, and in accordance with Exhibit B, Exhibit C and Exhibit D. Lessee's equipment shall be installed and operated in a manner which does not cause interference to predecessor facilities tenants. Should any such interference occur, Lessor and Lessee shall diligently pursue a cure to remove or satisfactorily attenuate such interference. If such interference cannot be cured or satisfactorily attenuated, Lessee agrees to immediately stop using its equipment if so demanded in writing by Lessor. Lessor hereby covenants to use its best efforts to afford Lessee similar protection from interference which may be caused by the operation of subsequent additional Property users. Lessee agrees to operate under the rules of the FCC.

Lessee agrees to provide the Lessor with a minimum of forty-eight (48) hours advanced written notice for attachment work, or commencement of installation, in order to provide notice to the Lessor's tenants.

7. Utility Service. Lessor will allow Lessee, at Lessee's cost and expense, to connect its Communications Facility to existing utility services, provided that Lessee's utilities will be separately metered and connected to a temporary portable emergency generator for Lessee's



exclusive use. Payment for telephone or other communication services to the Communications Facility is Lessee's responsibility. Lessee thereafter agrees to furnish and pay for the cost of any utility service if necessary for its use, provided that Lessee shall also be responsible for all repairs or alterations to utility equipment arising out of the use of the demised premises by Lessee. Lessor shall not be responsible for any damage caused by the interruption of utility service.

8. Cost and Expense. Lessee shall install and maintain all equipment at its sole cost and expense and upon removal of said equipment, Lessee shall restore the Leased Premises to their original condition wherever attachments have been made, or structures have been placed, normal wear and tear excepted. The parties agree that the communications equipment shall remain the personal property of Lessee and shall be kept in repair by Lessee. All personal property and trade fixtures owned by Lessee shall be removed by Lessee within sixty (60) days following the termination of this Lease.

9. Taxes.

- A. Lessor's Taxes. Lessor shall be responsible for and pay all taxes and assessments against the Leased Premises.
- B. Lessee's Taxes. Lessee shall be solely responsible for and pay all taxes on its personal property.

10. Insurance. Lessee agrees to insure Lessee against liability for personal injury, death or damage to personal property arising out of use of the Property by Lessee, with combined single limits per occurrence of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000). Lessee further agrees to insure for any damage to Lessee's personal property for its full insurable value (subject to reasonable deductibles). Lessee, as a department of the City of St. Paul, a municipal corporation, is self-insured.

The Lessor shall maintain commercial general liability insurance insuring the Lessor against liability for personal injury, death or damage to personal property arising out of its ownership, use and management of the Lessor's Property by the Lessor in accordance with the provisions of Minnesota Statutes, Section 466.04, and the most recent resolution of approval of such insurance by the PHA Board of Commissioners. The Lessor shall also maintain fire and extended coverage insurance insuring the Lessor's Property for its full insurable value subject to reasonable deductibles.

Notwithstanding anything in this Lease to the contrary, each party releases the other party and their respective principals, employees, representatives and agents from all liability, whether for negligence or otherwise, in connection with a loss covered by any policies which the releasing party carries with respect to the Property or the Lessor's Property, but only to the extent that such loss is collected under such insurance policy(s) or to the limits of Minnesota State law.

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Lessee agrees to defend and indemnify the Public Housing Agency of the City of Saint Paul from any claims or causes of action related to the installation, use or maintenance of Lessee's equipment and Lessor's premises.

11. Compliance with Laws. The Lessor represents that the Property and all improvements thereto are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority. The Leased Premises described herein may be used only for the purposes stated herein. It is the sole responsibility of Lessee in the use of the Leased Premises to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the use to which the Leased Premises is proposed to be put. Inability or failure by Lessee to comply with any of said laws, rules, regulations or ordinances will not relieve Lessee of the obligation of Lessee to pay the rental provided herein.

12. Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice for the following reasons:

- A. by either party upon a default of any covenant or term hereof by the other party, if such 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 a cure cannot be completed within sixty (60) days, within a 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 the cure to completion;
- B. by Lessee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for construction and/or operation of the Communications 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 Communications Facilities or communications system.
- D. by Lessee at any time in its sole discretion. Additionally, except for a termination by Lessee due to failure by Lessor to cure a default pursuant to this paragraph, if Lessee terminates at any time other than within sixty (60) days of a renewal term, Lessee agrees to pay six (6) months rent as liquidated damages from the date of removal of equipment and restoration of the Leased Premises or from the termination date, whichever is last. At the end of the contract period Lessee will remove its equipment and restore the Leased Premises as required by Paragraph 8, *Cost and Expense*.

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- E. by Lessor if it determines, after review by an independent structural engineer, that Lessor's Property is structurally unsound;
- F. by Lessor if Lessee fails to pay the rent due in accordance with Paragraph 3 of this Lease within thirty (30) days of receipt by Lessee of written notice from Lessor that a rent payment or other payment required under this Lease is past due.
- G. by Lessor if the United States Department of Housing and Urban Development ("HUD") orders the lease terminated or modified. In such instance, Lessee agrees to hold Lessor harmless and Lessee further agrees to be solely responsible for any costs related to the removal of Lessee's equipment, which shall be performed by Lessee.

13. Notices. All notices herein provided to be given, or that may be given by either party to the other, shall be deemed to have been fully given when served personally on Lessor or Lessee, or when made in writing and deposited in the United States Mail, certified and postage prepaid. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.

To Lessor at:           Public Housing Agency of the City of Saint Paul  
                                Attn: SPRWS: AMI, Contracting Officer  
                                200 Arch Street East  
                                Saint Paul, MN 55130

To Lessee at:           Saint Paul Regional Water Services  
                                1900 Rice Street, Admin Bldg.  
                                Saint Paul, MN 55113  
                                Attn: Business Division Manager  
                                Phone: 651-266-6350  
                                Email: [waterinquiries@ci.stpaul.mn.us](mailto:waterinquiries@ci.stpaul.mn.us)

14. Assignment.

- A. Lessee may not assign, or otherwise transfer, all or any part of its interest in this Lease or in the Leased Premises without the prior written consent of Lessor.

15. Recordability

- A. Lessor agrees that it will not file or cause to be recorded any memorandum of site lease agreement or similar memorial on the title of the leased property described in Exhibit A.

16. Maintenance and Repairs. Lessee shall, at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Leased Premises and Lessee's equipment, including but not limited to emergency repairs of any kind, routine maintenance and repair to keep the Leased Premises in good repair, safe and in compliance with applicable fire, health, building and other life safety codes and all repairs to any damage to the Leased Premises caused by the placement of Lessee's equipment thereon.

17. Surrender of Premises. Upon termination of this Lease, Lessee shall quit peacefully and surrender possession of said Leased Premises and its appurtenances to Lessor in accordance with Paragraph 8, *Cost and Expense*.

18. Holdover. Any holdover after the expiration of the term of this Lease shall be deemed to be a tenancy only from month-to-month. All other terms and conditions of this Lease shall be applicable.

19. Hazardous Substances. 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. Lessee and Lessor each represent and warrant 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 and each further agrees to hold the other harmless from and indemnify the other against any release of any such hazardous substance caused solely by the other and any damage, loss, or expense or liability resulting from the breach of this representation or from the violation of any state or federal law by such release including all reasonable attorneys' fees, costs and penalties incurred as a result thereof. "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, and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease. Notwithstanding the foregoing provisions to the contrary, Lessor acknowledges Lessee's use of batteries or other Hazardous Substances usually and customarily used in the course of Lessee's wireless communications business, (collectively referred to as "Allowed Hazardous Substances") and deems them acceptable as long as Lessee's

use, storage and disposal of such Allowed Hazardous Substances are in accordance with all applicable laws.

20. *Destruction.* In the event of damage to or destruction of the Leased Premises or in the event the Leased Premises become untenable due to such damage during the term of this Lease, Lessor may at its option:

- A. terminate the Lease upon thirty (30) days written notice to Lessee; or
- B. within thirty (30) days agree to restore the Leased Premises within a reasonable time period following the casualty.

The Base Rents to be paid during the restoration period shall be abated in proportion to the percentage of loss and impairment of the use of the Leased Premises, as determined mutually by Lessor and Lessee, times the number of days of loss or impairment.

21. *Liens.*

- A. Lessee shall not permit mechanics' liens or other liens to be filed or established or to remain against the Leased Premises for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements ordered by Lessee and made to the Leased Premises.
- B. Lessor waives any lien rights it may have concerning the communications equipment described elsewhere in this Lease which is deemed Lessee's personal property and not fixtures, and Lessee has the right to remove such equipment without Lessor's consent, subject to reasonable notice to Lessor.
- C. Nothing in this paragraph (21) shall abrogate or otherwise affect any other provision of this Lease.
- D. Upon Lessor's request, Lessee agrees to enter into a Subordination agreement with HUD. Lessee covenants and agrees to execute and deliver, within (20) days of receipt from Lessor thereof, a Subordination Agreement. Failure to execute and return a Subordination Agreement within twenty (20) days shall result in the termination of this Agreement pursuant to the terms given herein at paragraph 12D.

22. *Condemnation.* If a condemning authority takes any portion of the Lessor's Property and such taking adversely affects Lessee's use of the Lessor's Property, this Lease shall terminate as of the date of the taking, provided Lessee gives written notice of the same within thirty (30) days after Lessee receives notice of such taking. The parties shall be entitled to make claims to the

condemning authority in any condemnation proceeding for value of their respective interests in the Property (which for Lessee may include, where applicable, the value of the Communications Facility, moving expenses, prepaid rent, and business relocation expenses). Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

23. Alterations. Lessee will not make any alterations to the Communications Facility without the written consent of the Lessor, which consent shall not be unreasonably withheld. If Lessee desires to make any such alterations, an accurate description shall first be submitted to and approved by the Lessor. Such alterations shall be done by Lessee at its own expense. Lessor agrees to respond with consent or denial within thirty (30) days. Failure of the Lessor to respond within 30 days shall be deemed consent. Lessee agrees that all alterations will be done in a workmanlike manner and in conformance with applicable building codes, that the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the premises by reason thereof.

24. Amendments. Notwithstanding anything in this Lease to the contrary, this Lease may be terminated, and the provisions of this Lease may be amended, in writing, by mutual consent of the parties herein.

25. Quiet Enjoyment. Lessee, upon paying the rent shall peaceably and quietly have, hold and enjoy the Leased Premises. If, as of the date of execution of this Lease or hereafter, there is any mortgage, or other encumbrance affecting the Property, then Lessor agrees to obtain an agreement from the holder of such encumbrance that Lessee shall not be disturbed in its possession, use and enjoyment of the Leased Premises. Excepting events referenced in Paragraph 4, *Primary Use of Premises*, Lessor shall not cause or permit any use of the Property which interferes with or impairs either the integrity of the structure to which Lessee equipment is attached, or the quality of the communication services being rendered by Lessee from the Property. Except in emergencies, Lessor shall not have access to the Communications Facility unless accompanied by Lessee personnel.

26. Authority. The individuals signing this Lease on behalf of a party represent and warrant that they are fully empowered to act on behalf of said entities. Furthermore, both parties are fully empowered to execute, deliver and perform the various obligations under this Lease.

27. Frequencies. In accordance with Paragraph 6 of this Lease, Lessee will operate within the confines of its FCC licensed frequencies as described in Exhibit C and Exhibit D and, prior to adding additional transmitter or receiver frequencies on the premises, Lessee agrees to notify the Lessor of the modified frequencies so that the Lessor can perform the necessary interference studies to insure that the modified frequencies will not cause harmful radio interference to other existing premises leases. Lessee shall pay the reasonable costs for said study which will be performed by Lessor's registered professional communications engineer. In the alternative,

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Lessee may perform the interference studies and submit the results to the Lessor. However, the Lessor, in its sole discretion, shall retain the right provided herein to submit the study results to its registered professional communications engineer for review at Lessee's expense.

28. Security Deposit. Lessee will provide a refundable security deposit in the amount of \$1,000.00 to the PHA to be held in a non-interest bearing account until Lessee has removed the Communications Facility, as specified in Section 8 of this Lease, and restored the Leased Premises to the reasonable satisfaction of the PHA. If Lessee does not remove the Communications Facility as specified in Section 8 of this Lease, Lessee agrees that the Communications Facility may be deemed abandoned and become the property of the PHA and, in that event, the PHA may then utilize the security deposit, which shall be forfeited by Lessee as liquidated damages, to remove Lessee's Communication Facility and restore the Leased Premises. The security deposit shall not in any way diminish Lessee's responsibility and obligation to remove the Communications Facility and restore the Leased Premises as required by Section 8 and other provisions of this Lease. The security deposit shall be paid upon issuance of building permit and prior to any construction.

29. Entire Agreement. This Lease Agreement supersedes all prior discussions and negotiations and contains the entire agreement and understandings of the parties. Exhibits A through E are hereby incorporated into this Lease Agreement by reference.

30. Governing Law. This Lease Agreement shall be construed in accordance with the laws of the State of Minnesota.

31. Successors. The terms and conditions of this Lease Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Lessor and Lessee.

32. Counterparts. This Lease may be signed in counterparts by the parties hereto.

33. Captions. The Paragraph Headings in the Lease are solely for the ease of reference. In the event of any conflict between such headings and the text of the Lease, the text of the Lease shall be controlling.

34. Survival. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.







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## EXHIBIT A

Address is 469 Ada Street, Saint Paul, Minnesota 55107

PIN # is 082822210068

LEGAL DESCRIPTION OF PROPERTY: Lots 1 thru 12, Lienau, Peters and Mineas Rearrangement of Block 12, Bell's Addition to West St. Paul, Ramsey County, Minnesota.

PROPERTY IS: ABSTRACT PROPERTY

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**EXHIBIT "B"**  
**TO**  
**SITE LEASE AGREEMENT**

**SITE PLANS**

(See Attached pages DU4)

DU4 represents a scale drawing of the rooftop, equipment room, structures on the rooftop and the leased premises.

DRAWN BY: MIS

DATE: 7/22/2020

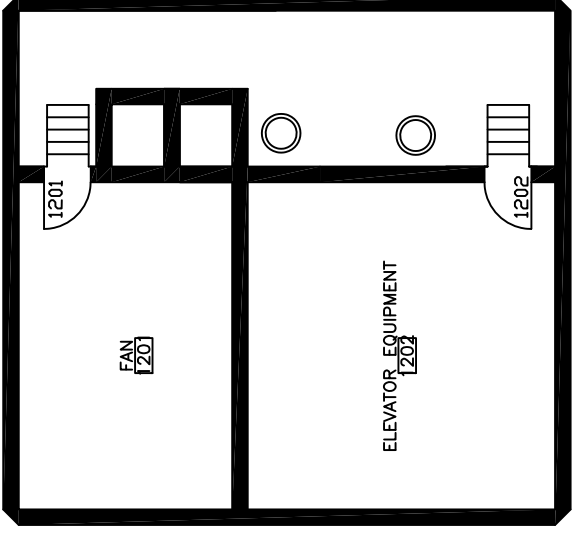


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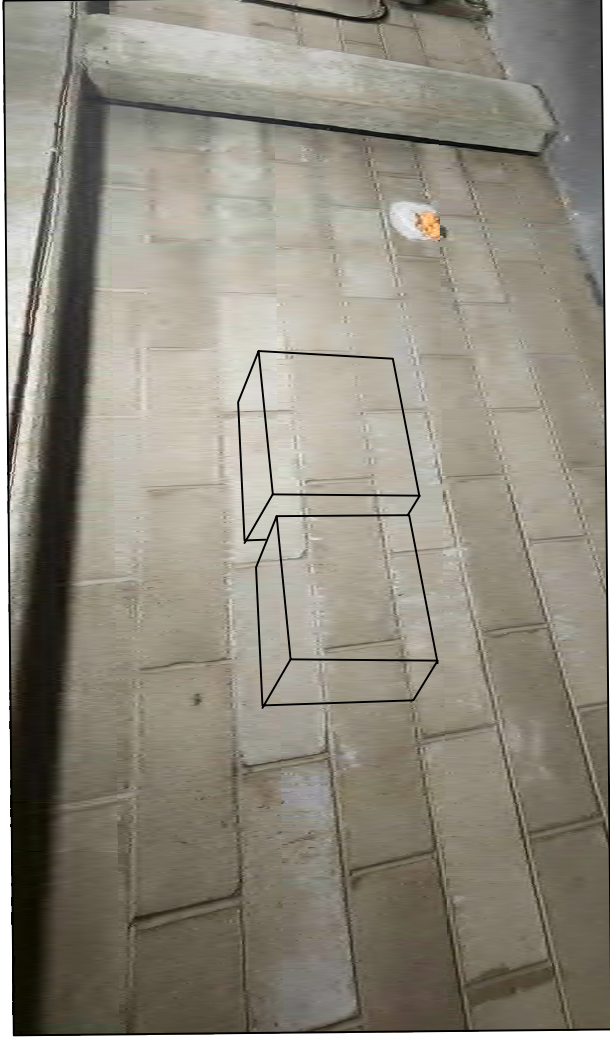
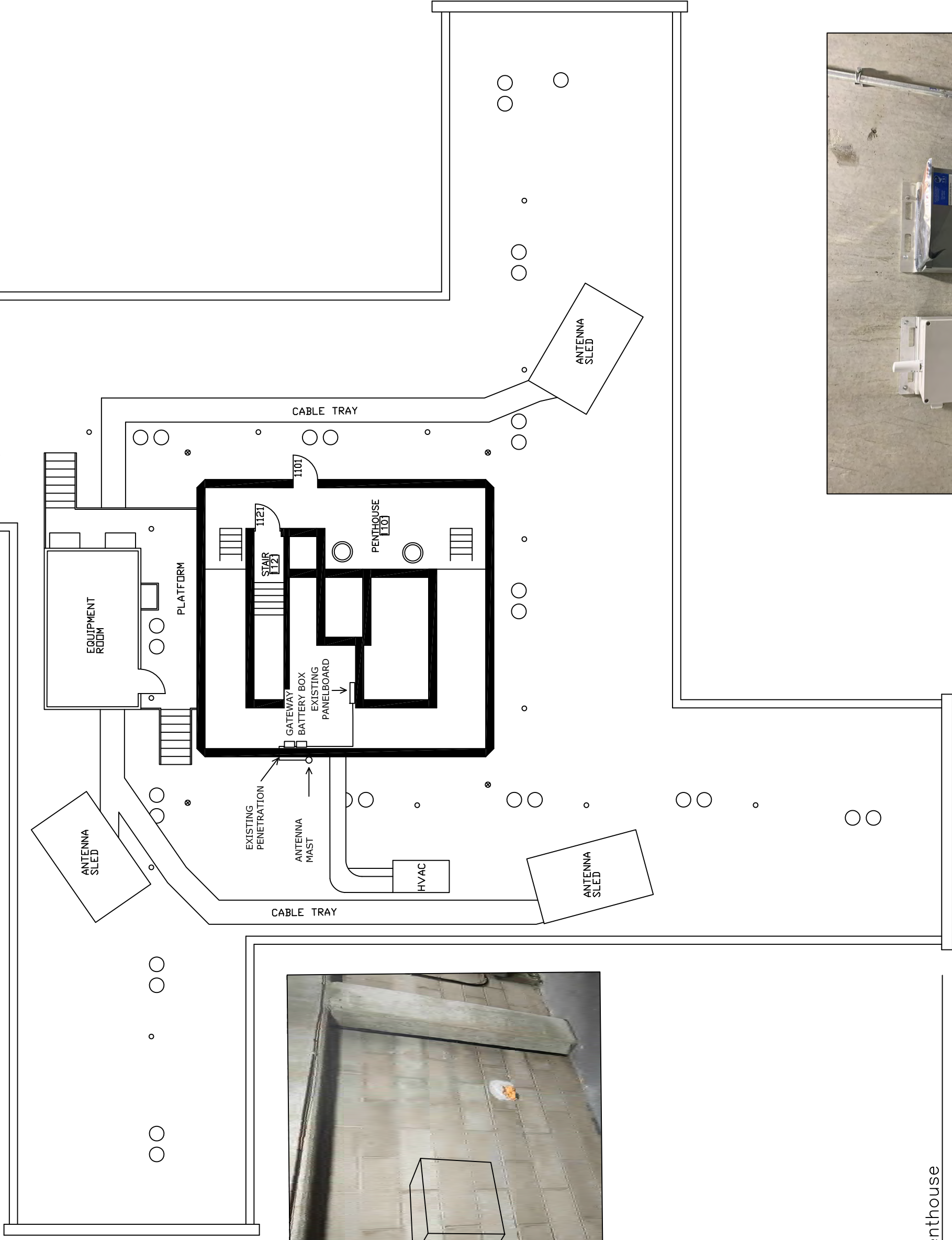
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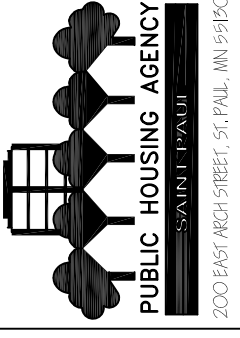


2 Elevator Equipment



1 Penthouse  
DU4

- 2" GALVANIZED MAST W/ END CAPS
- UTILIZE SPARE BREAKER IN EXISTING PANEL
- EMT CONDUIT TO BATTERY BOX
- ELECTRICAL PER CODE
- COAX CABLE RAN THRU EXISTING WALL PENETRATION
- COAX RUN UP TO ANTENNA W/DRIP LOOP
- CABLE TERMINATIONS SEALED PER NEPTUNE STANDARDS



200 EAST ARCH STREET, ST. PAUL, MN 55130

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**EXHIBIT "C"**  
**TO**  
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**CONDITIONS PRECEDENT**

All permits from all local or federal land use jurisdictions for the intended use have been obtained.

All local airspace authorities and FAA determination of no hazard to airspace have been obtained.

FCC authorization to utilize this location for the intended use.

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**EXHIBIT "D"**  
**TO**  
**SITE LEASE AGREEMENT**

**EQUIPMENT LIST AND LICENSED FCC FREQUENCIES**

DISHES and ANTENNAS: One (1) RF antenna.

ANTENNA MOUNTS: Dishes and/or antennas will be mounted on an existing single metal pole up to 5 foot in length. The pole will be secured to a pre-existing bracket or mounted on the exterior face of the building in a matter acceptable to Lessor.

COAX CABLES: Up to three (3) runs (one per dish and/or antenna) of 1/2" diameter or less. The weight is approximately 0.1 lbs/ft.

ANTENNA EQUIPMENT: One (1) wall mounted Network Data Collector and battery backup, plus accessories.

UTILITIES: 100-140 VAC single-phase electric power. Power will be submetered from existing building supply.

FREQUENCIES USED: 910-920 MHz.

**Exhibit E**

**HUD Rider to Third-Party Agreements**

1. **Conflict Clause.** To the extent that any of the foregoing is in conflict with the requirements of the United States Housing Act of 1937 (1937 Act), as amended, federal regulations, and the Annual Contributions Contract (“ACC”), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.
2. **Indemnification Clause.** It is acknowledged and agreed that the PHA (Site Owner) has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving the assets of any Public Housing Project (as the term ‘Project’ is defined in the ACC between PHA and HUD (the “Public Housing Project”) or other assets of the PHA, including and Housing Choice Voucher (HCV) related assets of the PHA. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against: (1) any Public Housing Project of PHA; (2) any operating receipts (as the term “operating receipts” is defined in ACC), HCV receipts or Capital or Operating Funds of PHA; (3) any public housing operating reserve of PHA reflected PHA’s annual operating budget and required under the ACC, or (4) any other asset of the PHA related to the 1937 Act. Should any assets of the PHA be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, right of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.
3. **Termination Clause.** If HUD approves the termination of the ACC at the public housing project and/or release of the DOT/DORC (e.g., through a disposition under Section 18 of the 1937 Act, the Rental Assistance Demonstration (RAD) program or any other removal action of the SAC), the PHA may terminate this agreement. In addition, if HUD determines that the agreement does not comply with federal public housing requirements, the PHA may terminate the agreement.
4. **HUD is not a Guarantor.** HUD is not a Guarantor of the PHA and is not liable for the actions of the PHA under this agreement.
5. **No Assignment Rights or Rights of Mortgage or Security Interests.** The agreement does not include any assignment rights or rights of mortgage or security interests unless HUD approval under section 30 of the 1937 Act has been obtained.