

SITE LEASE AGREEMENT

Between Board of Water Commissioners of the City of Saint Paul and Verizon Wireless (VAW) LLC

This Lease Agreement ("Lease") is entered into this ____ day of _____, 2011, between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a Minnesota municipal corporation ("Lessor"), and **VERIZON WIRELESS (VAW) LLC d/b/a Verizon Wireless**, a Delaware limited liability company ("Lessee").

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

1. Leased Premises.

Lessor hereby leases to Lessee certain space located at and on Lessor's Highland Water Tower No. 3, located at 750 Snelling Avenue South, St. Paul, Minnesota 55104 ("Property") and legally described in the Exhibit "A", *Legal Description and Site Plan*, attached hereto and incorporated herein. The water storage facility and its appurtenances ("Structure"), and the Lessor's land upon which the Structure is situated are collectively called ("the Property"). The property interest leased and granted by the Lessor to Lessee (collectively, the "Leased Premises") consists of the following:

- ground space comprised of approximately 648 usable square feet;
- structure exterior space for attachment of antennas at alpha, beta & gamma sectors at 60' FAGL;
- space required for cable runs to connect equipment and antennas;
- non-exclusive easements required to run utility lines and cables;
- a non-exclusive easement across the Property for access.

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*.

2. Terms/Renewals.

(a) The initial term of this Lease shall commence on January 1, 2012 (the "Commencement Date"), and shall expire on December 31, 2016. Lessee and Lessor agree to enter into a memorandum confirming the Commencement Date, as contained in Exhibit "F," *Memorandum of Lease Recording*, attached hereto and incorporated herein.

(b) Lessee shall have the right to extend this Lease for two (2) additional five (5) year terms (each a "Renewal Term") subject to (c) below.

(c) This Lease shall automatically be renewed for each successive Renewal Term unless Lessee is in default beyond applicable notice and cure periods of any of the terms or conditions of this Lease, or unless Lessee provides Lessor with written notice of its intention not to renew not less than thirty (30) days prior to commencement of the succeeding Renewal Term.

3. **Rent.**

Rent shall consist of Base Rent and such Additional Rent as may apply. Lessee shall make all payments of Base Rent and Additional Rent to Lessor at the following address:

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

Lessor's FIN number is # 41-6005521.

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 Thirty-Eight Thousand One Hundred Dollars (38,100.00) ("Annual Rent"), per year based upon Lessee's installation and operation of the antenna facilities and frequencies identified in Exhibit "B," *Antenna Facilities and Frequencies*, ("Antenna Facilities"), attached hereto and incorporated herein.

The first year's Annual Rent shall be pro-rated to the end of 2012 based on a rent commencement date of April 1, 2012 for 2012 (no rent is due for the first three months of 2012), and shall be paid within sixty (60) days after the Commencement Date. Thereafter, the Annual Rent due hereunder shall be paid prior to January first of each succeeding year.

Lessee may not install and/or operate any additional antennas or related equipment beyond those Antenna Facilities and frequencies identified in Exhibit "B," *Antenna Facilities and Frequencies* without the prior written consent of Lessor, such consent not to be withheld, conditioned or delayed without cause.

(b) **Annual Increase**

Commencing January 1, 2013, and on January 1st of each subsequent year, the Annual Rent shall be increased annually by three percent (3%).

(c) **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 the following fees, costs and expenses:

- (1) costs for the repairs, improvements, or alterations required to be made by Lessee in *Section 6. Maintenance and Repairs*;
- (2) all general, or special taxes on Lessee's personal property. 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 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, including the Leased Premises, is for a water storage structure and appurtenances to provide water service to customers of the Lessor ("Primary Use"). Lessor's operations in connection with pursuit of the Primary Use ("Lessor's Operations") take priority over Lessee's operations.

(b) Jeopardy of Primary Use

- (1) In the event that the Lessor's Primary Use of the Structure is put at risk because of Lessee's operations ("Jeopardy"), Lessor shall provide written notice of such event to Lessee. Lessor and Lessee agree to work together to cure the occurrence that causes the Jeopardy. Lessee shall make all good efforts to cure the Jeopardy within thirty (30) days of receipt of written notice of event. If Lessee does not cure the Jeopardy within thirty (30) days of receipt of written notice of event, said occurrence of Jeopardy shall constitute an event of default by Lessee, as otherwise defined in *Section 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.
- (2) In the event of Jeopardy that poses an immediate threat of substantial harm or damage to the water supply, to persons, and/or property on the Leased Premises, as solely determined by Lessor ("Severe Jeopardy"), Lessor may enter the Leased Premises and take actions it determines are required to protect the water, individuals or personal property from such Severe Jeopardy; provided that promptly after such emergency entry onto the Leased Premises, and in no event later than twenty-four (24) hours after such entry, Lessor gives written notice to Lessee of Lessor's emergency entrance.

- (3) If Lessor determines that the conditions of a Severe Jeopardy would be benefited by cessation of Lessee's operations, Lessee shall immediately cease its operations on the Premises upon notice from Lessor to do so.

(c) Lessee's Use of Leased Premises

- (1) Lessee shall have the non-exclusive right, at its sole cost and expense, to use the Leased Premises as a wireless communications antenna facility ("Approved Use").
- (2) In accordance with this Approved Use, the Lessee has the right to install, operate, maintain, repair, replace, store or remove its antennas, utility building, equipment, personal property, leasehold improvements, and appurtenances (collectively, "Antenna Facilities") as shown in Exhibit "B", *Antenna Facilities and Frequencies* and attached Exhibit "A", *Legal Description and Site Plan*.

(d) Laws Governing Use

Lessee shall use the Leased Premises only in accordance with good engineering practices and in compliance with all applicable Federal Communications Commission ("FCC") federal, state, and local rules, laws and regulations. This Lease is contingent upon Lessee receiving all permits, licenses or approvals from all local, state, or federal land use jurisdictions or agencies for Lessee's Approved Use. Lessee shall, at its sole cost and expense, obtain all such necessary permits, licenses or approvals. Lessor agrees to cooperate with Lessee in Lessee's pursuit of all such necessary permits, licenses or approvals, and Lessee shall reimburse Lessor its reasonable costs to provide such cooperation.

5. Installation of Equipment and Leasehold Improvements.

(a) Construction Plans

For the initial installation of all Antenna Facilities and for any and all subsequent revisions and/or modifications thereof, or additions thereto, Lessee shall provide Lessor and Lessor's Water Tower Construction Engineer ("Construction Engineer") each with 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;
- 2) specifications for all planned installations;
- 3) diagrams of proposed Antenna Facilities;
- 4) a complete and detailed inventory of all equipment and personal property of Lessee.

Construction Plans shall be easily readable and subject to prior written approval by the Construction Engineer, which shall not be withheld, conditioned or delayed without cause. Lessor shall have thirty (30) business days to review the Construction Plans. If Lessor fails to either approve the Construction Plans or provide written request for changes of said Construction Plans to Lessee within the thirty (30) day period, the Construction Plans will be deemed approved.

Lessee shall be solely responsible for all costs associated with said review and approval of Construction Plans by Construction Engineer.

(b) Construction Scheduling

At least three (3) 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 all 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 shall be removed or uninstalled at Lessee's sole expense. Lessee shall be solely responsible for all costs associated with said inspection and approval of construction work by Construction Engineer.

(d) Exposed Antenna Facilities

All Antenna Facilities affixed to the Structure which have exterior exposure shall be as close to the color of the Structure as is commercially available to the Lessee. For exposed coaxial cables, Lessor reserves the right to require Lessee to provide cables in manufactured colors in lieu of painting.

(e) Damage by Lessee

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

6. Maintenance and Repairs.

(a) Property

Lessor reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Lessor's Operations.

(b) Structure Reconditioning and Repairs

1. From time to time, Lessor paints, reconditions, or otherwise improves or repairs the Structure in a substantial way ("Reconditioning Work"). Lessor shall reasonably cooperate with Lessee to carry out Reconditioning Work activities in a manner that minimizes interference with Lessee's Approved Use.
2. Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than sixty (60) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of Lessee to provide adequate measures to cover or otherwise protect Lessee's Antenna Facilities from the consequences of such activities, including but not limited to paint and debris fallout. Lessor reserves the right to require Lessee to remove all Antenna Facilities from the Structure and Leased Premises during Reconditioning work.

3. During Lessor's Reconditioning Work, Lessee may maintain a mobile site on the Property or, after approval by Lessor, on any land owned or controlled by Lessor in the immediate area of the Property.
4. Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's Approved Use. If Lessor agrees to the modification, Lessee shall be responsible for all incremental cost related to the modification.
5. For minor repairs or maintenance, Lessor agrees to provide Lessee with five (5) days advance notice of any such activities and to reasonably cooperate with Lessee to carry out such activities in a manner that minimizes interference with Lessee's Approved Use.

(c) Leased Premises

Lessee shall, at its own cost and expense, maintain the Antenna Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes.

7. Property Access.

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

- (a) 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 for any purpose relating to this Lease.
- (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 Lessor's covenants are being met. 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 shall be responsible for the cost of all utilities installed and used by it at the Leased Premises. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by 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. Notwithstanding Lessee's right to contest such taxes, Lessee shall pay its share of such taxes within ninety (90) days of receiving notice of the same.

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 approvals that may be required by any federal, state or local authority, including but not limited to an engineering study and a radio frequency interference study. Lessee's Antenna Facilities and any other facilities shall be installed, maintained, and operated in accordance with all state or federal or local or municipal statutes, ordinances, rules, or regulations now in effect, or that hereafter may be issued by the FCC or any other governing bodies, and in accordance with Lessor's technical minimum site standards, attached hereto and incorporated herein as Exhibit "D," *Technical Minimum Site Standards*.

11. Interference.

- (a) All frequencies proposed for initial use shall be evaluated by Lessor's registered professional radio frequency engineer ("RF Engineer"), and Lessee shall be responsible for all costs of said evaluation, at a cost not to exceed \$1,000. 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 at the Property until such evaluation has been satisfactorily completed.
- (b) Lessee shall provide at least thirty (30) days written notice to Lessor before modifying or placing additional transmitter or receiver frequencies on the Leased Premises. Said notice shall describe all equipment and frequencies proposed to be added or modified and shall be subject to review and approval by the RF Engineer, which shall not be withheld, conditioned or delayed without cause. Said review shall consist of necessary interference studies to ensure that the modified or additional frequencies will not cause harmful radio interference to Lessor's Operations or the operations of Lessor's existing tenants. Lessee shall pay all costs for any such interference studies. In the alternative, Lessee may perform the interference studies and submit the results to the Lessor for review and approval. However, Lessor shall, in its sole discretion, retain the right provided herein to submit the study results to the RF Engineer for review at Lessee's sole expense.
- (c) In the performance of its Approved Use, Lessee shall not damage or interfere with Lessor's Operations, including its radio frequency transmissions, or approved operations of other parties that were tenants on the Property prior to the Commencement Date of this Lease, provided that the equipment used by Lessor or other tenants 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, pursuant to *Section 12. Termination*. Lessee shall not be responsible for interference that results from a change in the operations of other tenants after the Commencement Date of this Lease.

- (d) Lessor will not grant a lease to any other party for use of the Property, if such use would, or would likely, interfere with Lessee's Approved Use. 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 Approved Use. 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. Further, Lessee agrees to meet the conditions set forth in Exhibit "D," *Technical Minimum Site Standards*.
- (e) 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.

- (f) 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 RF Engineer shall determine such cause and remedy and Lessee shall abide by the RF Engineer's determination. Lessor agrees that it will require the same obligation of all such future parties in any lease or agreement with such other parties.

12. Termination.

Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice [except under 12.(c)(2)] to the other party for the following reasons:

(a) By either party, upon a material default of any other covenant or term hereof by the other party; which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof), or if such cure cannot be completed within sixty (60) days, within such reasonable time as may be required, provided the defaulting party commences the cure within ten (10) days of receipt of written notice of default and diligently pursues such cure to completion;

(b) By Lessee, in the event that:

- (1) Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities;
- (2) the Leased Premises are or become unusable under Lessee's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong; or
- (3) Lessee's transmission is interfered with by Lessor or its other tenants' equipment. Such right to terminate shall become void if Lessor cures such interference within thirty (30) days of receipt of written notice.

(c) By Lessor, in the event that:

- (1) Lessor determines, after review by an independent structural engineer, that the Property is structurally unsound, including but not limited to consideration of age of the Structure, damage or destruction of all or part of the Property from any source, or factors relating to condition of the Property;
- (2) 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; or
- (3) Lessee does not complete installation of its Antenna Facilities as shown on Exhibit "B", *Antenna Facilities and Frequencies* within one (1) year of the Commencement Date of this Lease.

If this Lease is terminated, pursuant to the terms and conditions of this Lease, rent shall be pro-rated to the expiration date or the date on which all of Lessee's equipment is removed from the Leased Premises, whichever is later [in the event of Termination under Sections 12.(a) by Lessee, 12.(c)(2), or 12.(c)(3)], or whichever is earlier (in the event of Termination under any other Section). Within thirty (30) days after the date of the termination, Lessor shall, if applicable, return to Lessee any amounts that Lessee has prepaid to Lessor.

13. Insurance.

- (a) Lessee shall obtain and maintain adequate insurance to protect the parties 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 insured, and shall provide that it will be the primary coverage. The insurance coverage must include, at a minimum, Comprehensive General Liability Insurance Coverage, including premises/operation coverage, bodily injury, property damage, independent contractors liability, completed operations coverage, and contractual liability coverage, in a combined single limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence,

subject to Three Million Dollars (\$3,000,000) 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 changed without thirty (30) days written notice to Lessor.

14. Indemnity.

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

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

If to Lessee, to: Verizon Wireless (VAW) LLC
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate

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) Lessee warrants that the individuals signing and executing this Lease on behalf of Lessee have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessee.
- (c) Lessor represents that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation as defined in 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.

- (d) "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time. Lessor acknowledges Lessee's use of batteries as back-up power and deems them acceptable as long as such batteries are used and disposed of in accordance with all applicable laws and good engineering practices.

18. No Liability on Lessor.

Except due to Lessor's willful misconduct or gross negligence, Lessor shall not be liable for any damage to Lessee's equipment or Antenna 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.

19. Assignment.

- (a) Lessee may not assign or sublet this Lease without the prior written consent of Lessor, which consent shall not be withheld or delayed without reasonable cause. Notwithstanding the provisions of this paragraph, as long as assignee assumes the obligations of this Lease, Lessee's interest under this Lease may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to: (a) any entity controlling, controlled by or under common control with Lessee; (b) any entity acquiring substantially all of the assets of Lessee; (c) any entity that is authorized to sell telecommunications products or services under the "Verizon" or "Verizon Wireless" or any successor brand name(s) or other brand name(s) used or licensed by Lessee's parent corporation ("Contract Affiliate"); or (d) any successor entity in a merger or consolidation involving Lessee. Lessee shall provide Lessor written notice of such assignments within thirty (30) days of execution. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Lessor, which such consent will not be withheld, conditioned or delayed without cause. Lessee acknowledges and agrees that no assignment, sublease or other transfer of the Lessee's rights under this Lease shall serve to constitute a release of the original named Lessee and/or the then current Lessee. Any approved sublease that is entered into by Lessee shall be subject to all of the provisions of this Lease.
- (b) The parties acknowledge that this is a nonexclusive lease. Nothing in this Lease shall preclude Lessor from leasing other space on the Property to any other person or entity which may be in competition with Lessee, or any other party, subject to the conditions set forth in *Section 11. Interference*.

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, Antenna Facilities, and leasehold improvements from the Property on or before 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 its sole cost and expense, for compliance with all building marking and lighting requirements that the Federal Aviation Administration ("FAA") may require with respect solely to the height of the Structure. The responsibility, however, is expressly limited to the requirements that would be required of an elevated water storage facility having no communications equipment installed on it, irrespective of Lessee's Antennae Facilities. Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements for an elevated water

storage facility Structure. Further, should the FAA cite Lessor, or in the event any claims are brought against Lessor because the Structure alone is not in compliance, as opposed to the Structure with Antenna Facilities, then Lessor shall indemnify Lessee for full costs, liabilities, damages and expenses, including reasonable attorney's fees. Further, if Lessor does not cure the conditions of noncompliance on the Structure within the time frame allowed by the citing agency, Lessee may terminate this Lease immediately without any further liability hereunder upon written notice to Lessor.

Lessee acknowledges that it shall be responsible at its sole cost and expense, for compliance with all building marking and lighting requirements that the FAA may require with respect to Lessee's Antenna Facilities. In the event the FAA determines that the Structure must be additionally marked, lighted, or in any way modified, due to the existence of Lessee's Antenna Facilities, Lessee shall have the option to mark, light or modify the Structure at its sole expense, or to terminate this Lease, pursuant to *Section 12. Termination*. Said marking, lighting and modifying shall be subject to prior written approval by Lessor, such approval not to be withheld without cause. Lessor shall approve or object to such plans within 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 Radiation Compliance.

- (a) The RF Engineer will perform a radiation survey of the Property following Lessee's initial RF transmissions on the Leased Premises. Lessee shall be responsible for all costs of such survey, at a cost not to exceed \$1,000.
- (b) Lessee shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. Lessor shall cooperate with and permit Lessee to implement all reasonable measures in order for Lessee to fulfill its Radio Frequency exposure obligations. Lessor agrees that in the event any future party causes the entire site to exceed FCC Radio Frequency radiation limits, as measured on the Premises, Lessor shall hold such future party liable for all such later-arising non-compliance.

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. Noise Restrictions.

Noise from Lessee's equipment shall not exceed the level allowed by the city's Department of Safety and Inspections (55 decibels at commencement of lease), as measured at any location on neighboring property ("Allowable Noise Level"). Lessor will take noise level measurements from time to time to verify compliance. In the event it is found that Lessee's equipment exceeds the Allowable Noise Level, Lessor shall provide Lessee with written notice and Lessee shall take immediate steps to provide permanent reduction in the noise of its equipment to the Allowable Noise Level.

If Lessee does not so reduce its Measured Sound Level within sixty (60) days of receipt of written notice of event, said occurrence shall constitute an event of default as otherwise defined in Lease paragraph 12, *Termination*.

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 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.
- (f) Exhibits "A" through "E" 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" *Security Plan*

Exhibit "D" *Technical Minimum Site Standards*

Exhibit "E" *Memorandum of Lease Recording*

Exhibit "F" *Application Form*

[Remainder of this page is left intentionally blank]

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

Approved:

For Lessor:
BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL
FIN # 41-6005521

By _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By _____
Patrick Harris, President

Approved as to form:

By _____
Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

Date: _____

CITY OF SAINT PAUL:

By _____
Paul Williams, Deputy Mayor

By _____
Shari Moore, City Clerk

By _____
Todd Hurley, Acting Director
Office of Financial Service

Date: _____

For Lessee:

VERIZON WIRELESS (VAW) LLC d/b/a
Verizon Wireless

By Beth Ann Drohan
Beth Ann Drohan
Area Vice President Network

Date: 9/14/11

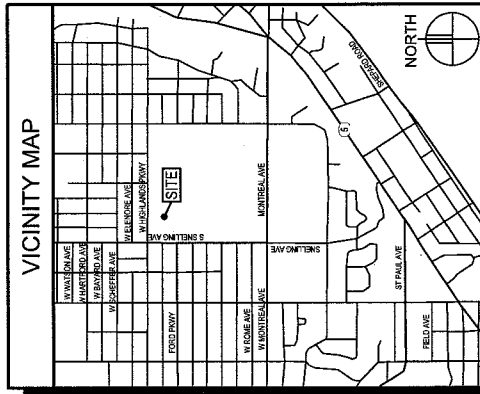
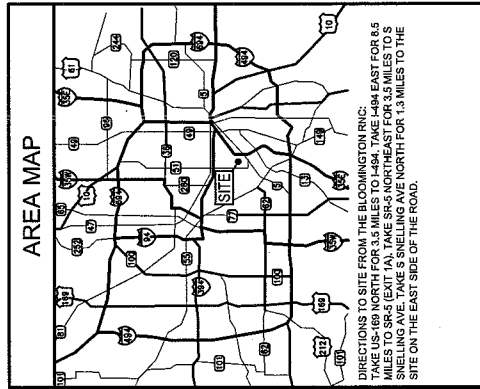
EXHIBIT "A"

Legal Description and Site Plan

The Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 15, Township 28 North, Range 23 West of the Fifth Principal Meridian.

EXHIBIT "A"

VERIZON WIRELESS



GENERAL NOTES

- In the event that Special Inspections are not performed in compliance with the contract terms, bid specifications and/or specified form, the General Contractor will be liable for all damages, construction performance, failures, and corrective actions related to the same.
- The following general notes shall apply to drawings and given unless otherwise noted or specified.
- In the state of Minnesota, and the city of St. Paul.
- Requirements and regulations pertaining to R.F. safety codes and practices must be incorporated in the work even though they may not be listed individually and responsibility in the drawings of the specifications.
- Compare field conditions with drawings and specifications. Any discrepancies shall be directed to the Architect for clarification prior to fabrication and construction. Submit any corrections and/or changes for approval by the Architect. No information or details on these sheets may be used without the permission of the owner, or the architect.
- Do not scale drawings! 11" x 17" drawings to scale 24" x 36" drawings scale multiply by 2
- Unless otherwise shown or noted, typical details shall be used where applicable.
- Details shall be considered typical at similar conditions.
- Safety measures: The contractor shall be solely and completely responsible for the conditions of the job site, including safety of the persons and property of the contractor and the public. The Architect or Engineer's job site review is not intended to include review of the adequacy of the contractor's safety measures.
- Within these plans and specifications, "Owner" implies VERIZON WIRELESS.
- The work is the responsibility of the general contractor unless noted otherwise.
- The terms "contractor" and "p.c." refer to the owner's general contractor and the general contractor's sub-contractors. It is the general contractor's responsibility to determine the division of work among sub-contractors.

VERIZON WIRELESS DEPARTMENTAL APPROVALS

NAME	DATE
RF ENGINEER	07-09-08
OPERATIONS MANAGER	07-10-08
CONSTRUCTION ENGINEER	07-14-08
CONSTRUCTION MANAGER	07-17-08
REAL ESTATE MANAGER	08-07-08

LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE
LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW		
<input type="checkbox"/> NO CHANGES.	<input type="checkbox"/> CHANGES NEEDED. SEE COMMENTS ON PLANS.	

PROJECT INFORMATION

SITE NAME:	MINC KILT
PROJECT NUMBER:	XXXX SOUTH SNELLING AVE
SITE ADDRESS:	ST. PAUL, MN 55116
COUNTY:	RAMSEY
LATITUDE:	N44° 55' 06.2" (NAD 83)
LONGITUDE:	W93° 09' 55.0" (NAD 83)
GROUND ELEVATION:	984.9' AMSL
ANTENNA TIP HEIGHT:	1048.9' AMSL - 64' AGL
ANTENNA CENTERLINE HEIGHT:	1044.9' AMSL - 60' AGL
OVERALL STRUCTURE HEIGHT:	1093.3' AMSL - 108.4' AGL
DRAWING BASED ON:	04-04-08
SITE DATA FORM DATED:	B
OCCUPANCY:	V-8
BUILDING TYPE:	18' X 38' = 648 S.F.
SITE AREA:	LIVELOAD = 105 PSF
ROOF LOAD:	PROVIDED
PARKING:	"X" COAX RUN = (4) 1-5/8" LINES @ 250' EA
ESTIMATED COAX RUN:	COAX TO BE WHITE
COAX TO BE WHITE:	"Y" COAX RUN = (4) 1-5/8" LINES @ 180' EA
JACKETED:	"Z" COAX RUN = (4) 1-5/8" LINES @ 180' EA

PROJECT DESCRIPTION:
INSTALL THE PROPOSED ANTENNAS, MOUNTS, AND COAX ON THE EXISTING WATER TOWER. INSTALL THE PROPOSED EQUIPMENT SHELTER, FENCE, AND GALVANIZED DECK. THE PROPOSED INSTALLATION WILL IMPROVE MOBILE PHONE SERVICE IN THE ST. PAUL, MN AREA.

SHEET INDEX

SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, MAPS, DIRECTIONS, AND SHEET INDEX
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	TOWER ELEVATION, COAX AND ANTENNA KEY, NOTES, AND DETAILS
A-4	PREFABRICATED SHELTER PLANS, ELEVATIONS, NOTES, & DETAILS
A-5	MISCELLANEOUS DETAILS
A-6	SHELTER ELEVATIONS
A-7	SPECIFICATIONS
A-8	SEH PAINTING SPECIFICATIONS
G-3, G-4	GROUNDING PLAN, NOTES AND DETAILS
E-1	EXTERNAL GROUNDING DETAILS
E-2	ELECTRICAL PLAN, NOTES, AND DETAILS
S-3-S-6	STRUCTURAL DRAWINGS
	SURVEY

ISSUE SUMMARY

REV.	DESCRIPTION	SHEET OR DETAIL
A	ISSUED FOR REVIEW 07-09-08	ALL
B	ISSUED FOR OWNER SIGNOFF 08-11-08	ALL
C	ISSUED FOR REVIEW 08-20-11	ALL
D	ISSUED FOR OWNER SIGNOFF 07-25-11	ALL

CONTACTS

LESSOR / LICENSOR:	BOARD OF WATER COMMISSIONERS 1800 RICE STREET ST. PAUL, MN 55113 (651) 286-6350
LESSEE:	VERIZON WIRELESS 1800 BUSH LAKE ROAD BLOOMINGTON, MN 55438 STEVE EDWARDS (651) 946-4700
POWER UTILITY COMPANY CONTACT:	XCEL ENERGY 414 NICOLLET MALL MINNEAPOLIS, MN 55401

TELCO UTILITY COMPANY CONTACT:	QWEST 1801 CALIFORNIA STREET DENVER, CO 80202
-----------------------------------	---

ARCHITECT:	DESIGN 1 OF EDNA LTD. 925 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-9298
------------	---

SURVEYOR:	SUNDE LAND SURVEYING 9001 E. BLOOMINGTON FREEWAY, SUITE 118 BLOOMINGTON, MN 55420 (952) 888-8558
-----------	---

STRUCTURAL ENGINEER:	HERZOG ENGINEERING, LLC 3348 HENNEPIN AVENUE SOUTH SUITE 200 MINNEAPOLIS, MN 55408 (651) 338-8617 (JOSH HERZOG)
-------------------------	--

GEOTECHNICAL ENGINEER:	N/A
---------------------------	-----

T-1

NOT FOR
CONSTRUCTION



PROJECT

MINC
KILT

XXXX S SNELLING AVE
ST. PAUL, MN 55116

SHEET CONTENTS:

CONTACTS
ISSUE SUMMARY
SHEET INDEX
DEPARTMENTAL APPROVALS
LESSOR APPROVAL
SURVEYOR
AREA & VICINITY MAPS
GENERAL NOTES

DRAWN BY: BMS
DATE: 02-15-08
CHECKED BY: BMS
REV. A: 07-09-08
REV. B: 08-11-08
REV. C: 08-20-11
REV. D: 07-25-11

DESIGN  OF EDINA, LTD.

ROBERT J DAVIS, AIA
ARCHITECT
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299 FAX 953-5292

**VERIZON
WIRELESS**
10801 Bush Lake Road
Bloomington, MN 55438
(952) 946-4700

PROJECT

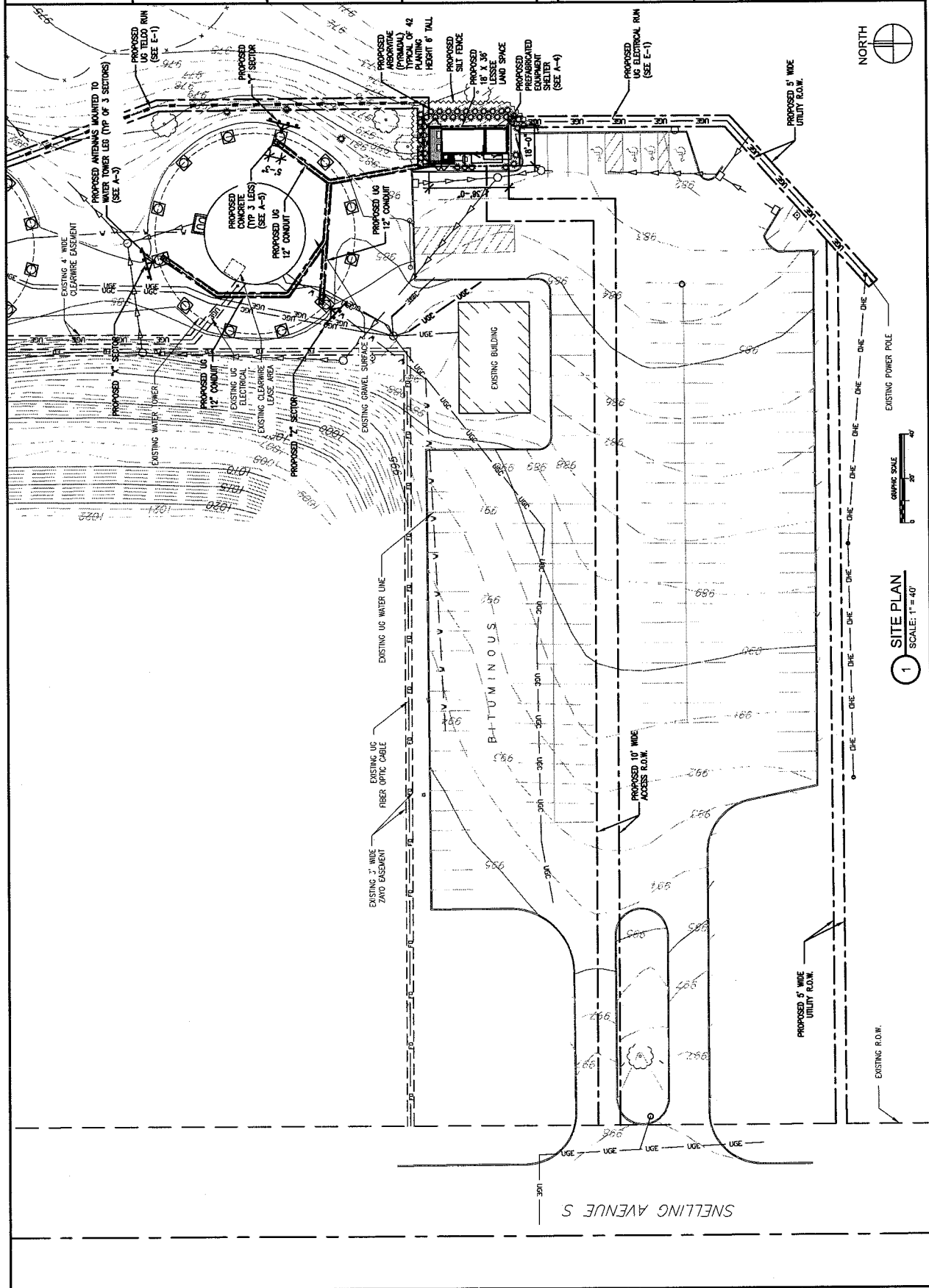
MINC
KILT

XXXX S SNELLING AVE
ST. PAUL, MN 55116

SHEET CONTENTS:
SITE PLAN

DRAWN BY:	BMS
DATE:	02-15-08
CHECKED BY:	BMS
REV. A	07-08-08
REV. B	08-11-08
REV. C	06-20-11
REV. D	07-25-11

A-1



NOTE: EXISTING UTILITY LINES RUN WITHIN AND AROUND SITE AREA.

NOT FOR
CONSTRUCTION

DESIGN 1
OF EDINA LTD.

ROBERT J DAVIS, AIA
ARCHITECT
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299 FAX 903-9292

**VERIZON
WIRELESS**
10801 Bush Lake Road
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(852) 946-4700

PROJECT

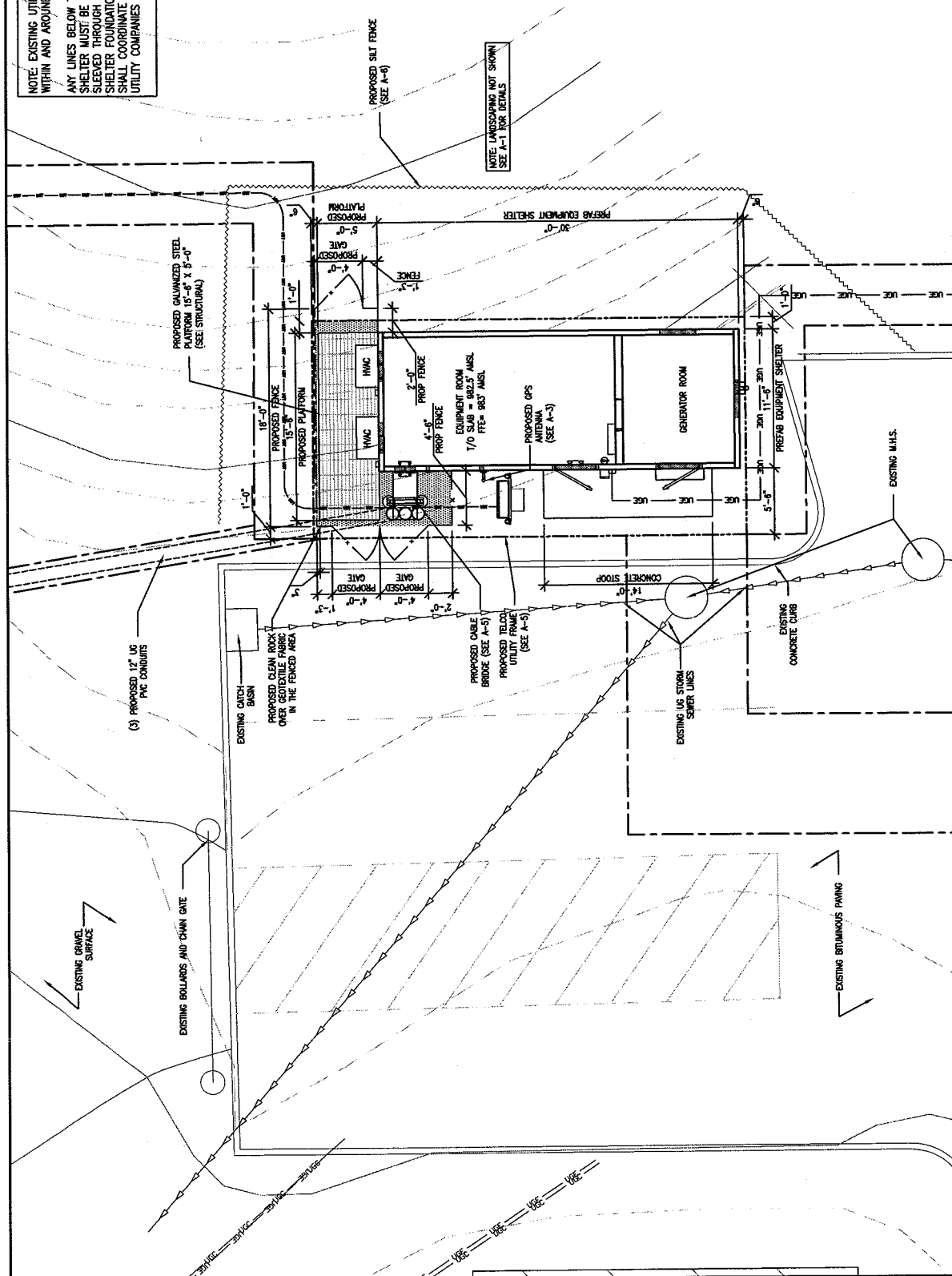
MINC
KILT

XXXX S SNELLING AVE
ST. PAUL, MN 55116

SHEET CONTENTS:
ENLARGED SITE PLAN

DRAWN BY:	BMS
DATE:	02-15-08
CHECKED BY:	BMS
REV. A	07-08-08
REV. B	08-11-08
REV. C	06-20-11
REV. D	07-25-11

A-2



1 ENLARGED SITE PLAN
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE

SECTOR	344'	3.1	TX/RX0	1	CSS	AXP16-80-20	EVD0-45	47.1"	62'	60'	0'	0'	0'	1	DIPLEXED	CSS
	344'	3.2	RX1			2ND PORT	EVD0-45							1	DIPLEXED	CSS
	344'	4	TX/RX1	1	ANTEL	LPD-7905/8	CDMA	94.5"	64'	60'	0'	0'	0'	1	MAIN	ANDREW
	104'	5	TX/RX0	1	ANTEL	LPD-7905/8	CDMA	94.5"	64'	60'	0'	0'	0'	1	MAIN	ANDREW
	104'	6.1	TX/RX0	1	CSS	X7C-865-4	LTE-45	98"	64'	60'	0'	0'	0'	1	MAIN	ANDREW
	104'	6.2	TX/RX1			2ND PORT	LTE-45							1	MAIN	ANDREW
	104'	7.1	TX/RX0	1	CSS	AXP16-80-20	EVD0-45	47.1"	62'	60'	0'	0'	0'	1	DIPLEXED	CSS
	104'	7.2	RX1			2ND PORT	EVD0-45							1	DIPLEXED	CSS
	104'	8	TX/RX1	1	ANTEL	LPD-7905/8	CDMA	94.5"	64'	60'	0'	0'	0'	1	MAIN	ANDREW
	224'	9	TX/RX0	1	ANTEL	LPD-7905/8	CDMA	94.5"	64'	60'	0'	0'	0'	1	MAIN	ANDREW
	224'	10.1	TX/RX0	1	CSS	X7C-865-4	LTE-45	98"	64'	60'	0'	0'	0'	1	MAIN	ANDREW
	224'	10.2	TX/RX1			2ND PORT	LTE-45							1	MAIN	ANDREW
	224'	11.1	TX/RX0	1	CSS	AXP16-80-20	EVD0-45	47.1"	62'	60'	0'	0'	0'	1	DIPLEXED	CSS
	224'	11.2	RX1			2ND PORT	EVD0-45							1	DIPLEXED	CSS
	224'	12	TX/RX1	1	ANTEL	LPD-7905/8	CDMA	94.5"	64'	60'	0'	0'	0'	1	MAIN	ANDREW

COAX KEY
SCALE: NONE

ANTENNA KEY
SCALE: NONE

GPS MOUNTING DETAIL
SCALE: 3/4" = 1'-0"

ANTENNA MOUNTING DETAIL
SCALE: 3/16" = 1'-0"

EAST ELEVATION
SCALE: 1" = 20'

GRAPHIC SCALE

GRAPHIC SCALE

GRAPHIC SCALE

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GRAPHIC SCALE

CONTRACTOR TO PROVIDE:

(3) VALUANT 15' T-FRAMES PART# 980109

(6) VALUANT 4-WAY INTERFACES (2 PER SECTOR) PART# 801089

(3) VALUANT 4.5' DIA. PPE TO DUAL LEVEL PREPARED INTERFACE KIT PART# 137296

(3) 4.5' DIA. X 65' LONG SCHEDULE 80 GALVANIZED PIPE

(12) 2 1/4" X 8.5' LONG, SCH 40 ANTENNA MOUNTING PIPES

CONTRACTOR TO PAINT ALL ANTENNAS TO MATCH THE WATER TOWER.

SEE SET PAINTING SPECIFICATIONS FOR PREPARATION AND PAINTING DETAILS

TERMINATE TO BOTTOM LEG OF SURGE ARRESTOR PLATE W/ GPS SURGE ARRESTOR

(1) 1/2" HOLE PORT BOOT WILL BE PROVIDED FOR GPS COAX

(1) HOLE BOOTS

(1) HOLE BOOTS

(1) HOLE BOOTS

(1) HOLE BOOTS

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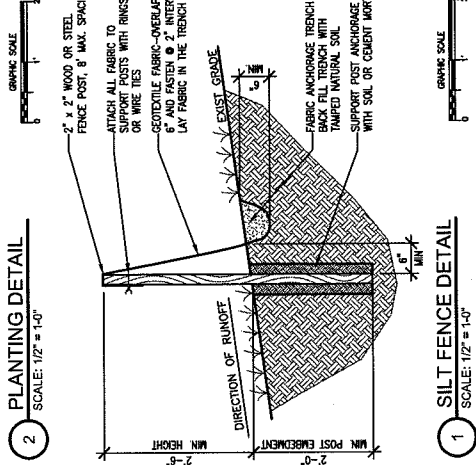
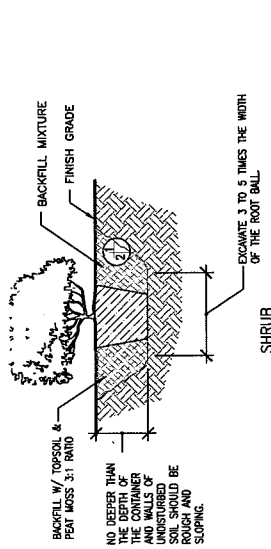
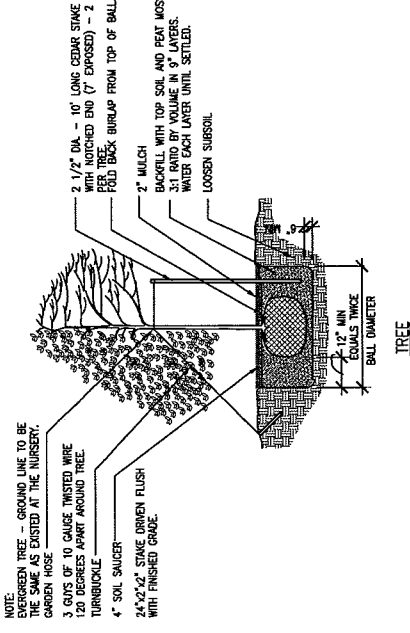
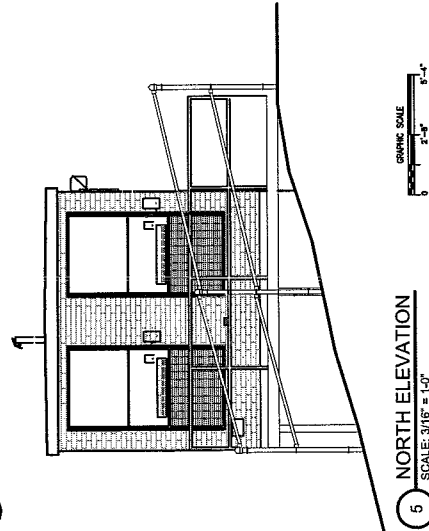
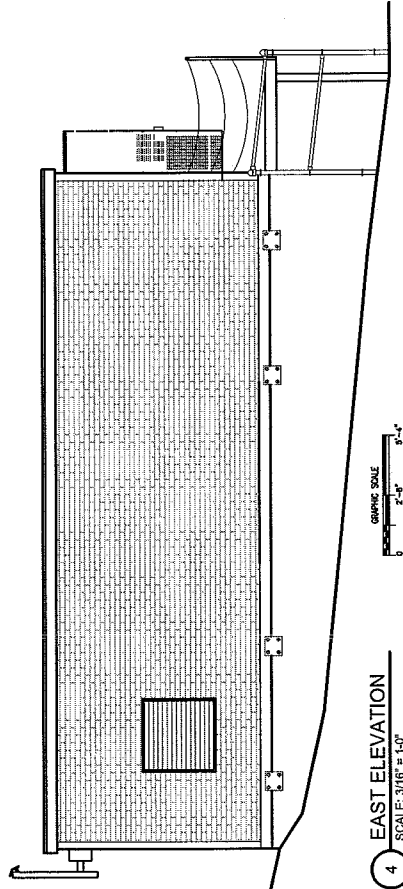
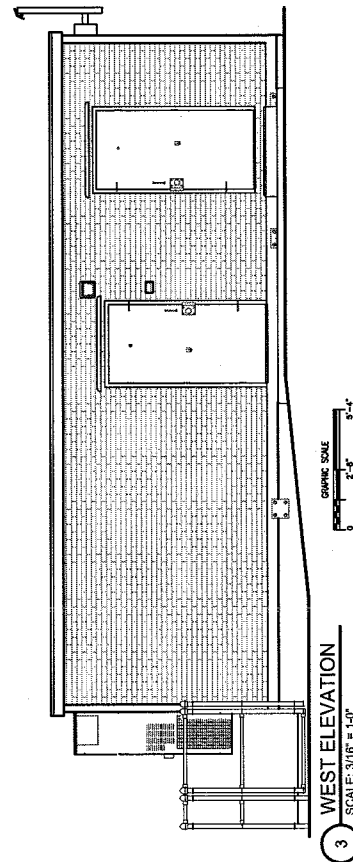
(1) HOLE BOOTS

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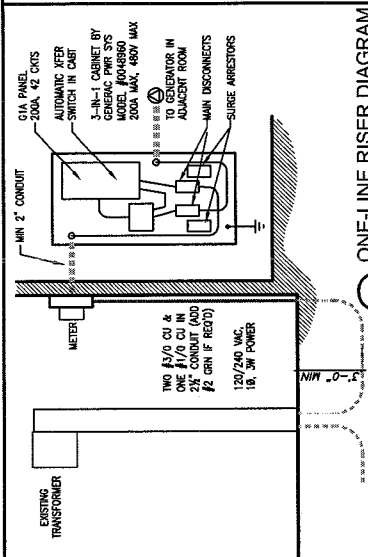
NOTE:
EVERGREEN TREE - GROUND LINE TO BE THE SAME AS EXISTED AT THE NURSERY.
GARDEN HOSE
3 GUTS OF 1/2 GAUGE TWISTED WIRE 120 DEGREES APART AROUND TREE.
TURNBUCKLE
4" SOIL SAUCER
24"x24" STAKE DRIVEN FLUSH WITH FINISHED GRADE.

2 1/2" DIA. - 10' LONG CEDAR STAKE WITH NOTCHED END (7' EXPOSED) - 2 PER TREE.
FOLD BACK BURLAP FROM TOP OF BALL.
2" MULCH
BACKFILL WITH TOP SOIL AND PEAT MOSS IN RATIO OF 3:1.
WATER EACH LAYER UNTIL SETTLED.
LOOSEN SUBSOIL

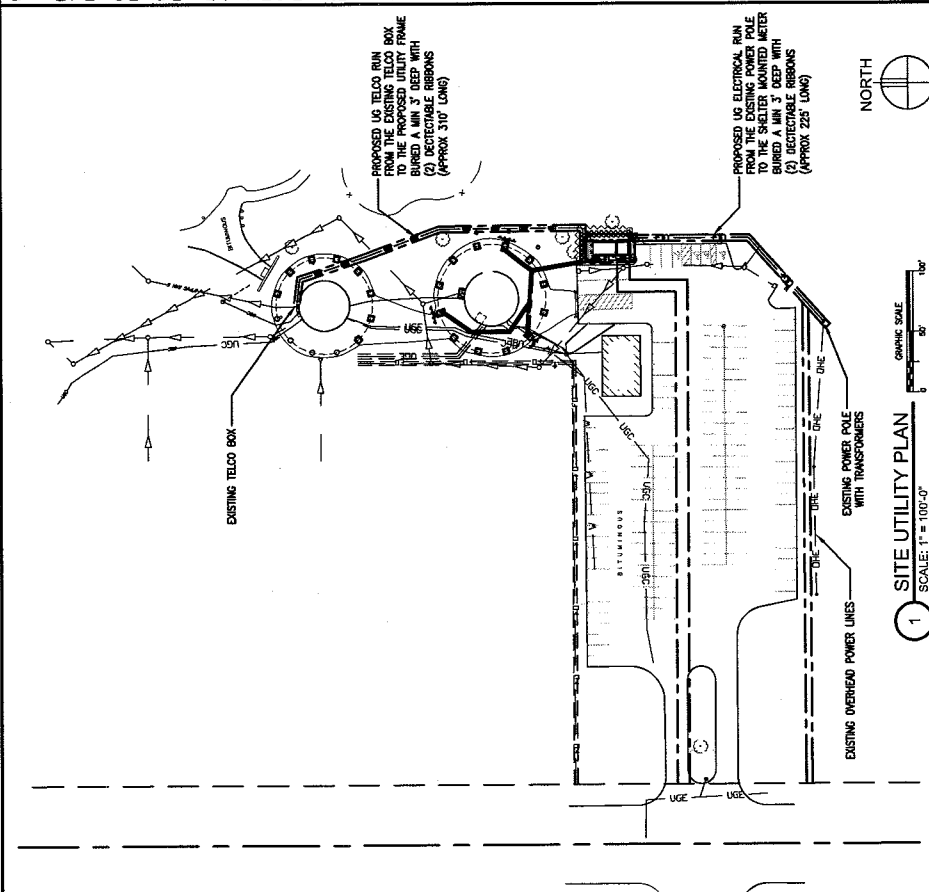
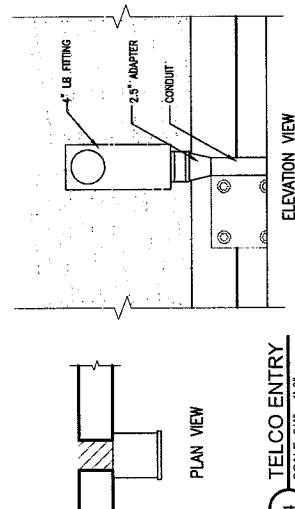
12" MIN BALL DIAMETER
FINISH GRADE
BACKFILL MIXTURE
EXCAVATE 3 TO 5 TIMES THE WIDTH OF THE ROOT BALL
BURLAP W/ TOPSOIL & PEAT MOSS 3:1 RATIO
NO DEEPER THAN THE DEPTH OF THE CONTAINER AND UNDISTURBED SOIL SHOULD BE ROUGH AND SLOPING.

2" x 2" WOOD OR STEEL FENCE POST, 8' MAX. SPACING
ATTACH ALL FABRIC TO EXISTING POSTS WITH RINGS OR WIRE TIES
COTTON FIBRE FABRIC - OVERLAP FABRIC 2" MIN. OVERLAP
LAY FABRIC IN THE TRENCH
EXIST GRADE
MIN. POST EMBEDMENT
DIRECTION OF RUNOFF
MIN. HEIGHT
FABRIC ANCHORAGE TRENCH
BACK FILL TRENCH WITH TAMPED NATURAL SOIL
SUPPORT POST ANCHORAGE WITH SOIL OR CEMENT MORTAR

NOT FOR CONSTRUCTION	<p>ROBERT J. DAVIS, AIA ARCHITECT 9973 VALLEY VIEW RD. BLOOMINGTON, MN 55438 (651) 403-5208 FAX 651-403-5292</p>	<p>VERIZON WIRELESS 10801 Burn Lane Road Bloomington, MN 55438 (651) 946-4700</p>	PROJECT	<p>MINC KILT</p>	<p>XXXX S SNELLING AVE ST. PAUL, MN 55116</p>	<p>SHEET CONTENTS: SILT FENCE DETAIL SILT FENCE ELEVATIONS</p>	<p>DRAWN BY: BMS DATE: 02-15-08 CHECKED BY: BMS REV. A 07-08-08 REV. B 08-11-08 REV. C 08-20-11 REV. D 07-25-11</p>	A-6
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PANEL 01A : 120/240V, SINGLE PHASE, 200A MAIN BREAKER, 42 CIRCUIT, SURFACE MOUNT										
CIRCUIT DESCRIPTION	AMPS	QCT	A	B	A	B	CKT	AMPS	CIRCUIT DESCRIPTION	
HVAC UNIT 1	60	1	5696	5696	2	60				
HVAC UNIT 2	60	3	5696	5696	4	60				
SUN VENT THERM-HAN	15	5	132							
RECEP/PLUGS	20	9	180	1260	882	6	20			
RECEP/PLUGS	20	9			150	10	15			
VENTS	30	11	1200				12			
RECEP/PLUGS	30	13	1200				14			
RECEP/PLUGS	30	17	1200				18			
RECEP/PLUGS	30	19	1200				20			
RECEP/PLUGS	30	21	1200				22			
RECEP/PLUGS	30	23	1200				24			
RECEP/PLUGS	30	25	1200				26			
RECEP/PLUGS	30	27	1200				28			
RECEP/PLUGS	30	29	1200				30			
RECEP/PLUGS	30	31	1200				32			
SPACE	30	33	1200				34			
SPACE	30	35					36			
SPACE	30	37					38			
SPACE	30	39					40			
SURGE ARRESTOR	60	39					40			
	60	41					42			
SUBTOTAL NON-CONTINUOUS	5696		5696	5696	150	WATTS				
SUBTOTAL CONTINUOUS	5696		5696	5696	150	WATTS				
CONNECTED LOAD ANALYSIS (REQUIRED BY POWER COMPANY) DERATED SERVICE CALCULATION (PLUS 25% OF CONTINUOUS LOADS - 3 HOURS OR MORE - NET SERVICE CALCULATION)										
TOTAL PHASE A LOAD	19864								43,762	
TOTAL PHASE B LOAD	19864								43,762	
TOTAL CONNECTED AMPS	36566								182.3	
TOTAL CONNECTED AMPS	164.9									



GENERAL ELECTRICAL NOTES:

1. SUBMITTAL OF BID INDICATES CONTRACTOR IS AWARE OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATION, OBSERVATION, TESTS, AND EXAMINE WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINISHES TO THE ARCHITECT LISTING ALL MAJOR FINISHES, FAULTY EQUIPMENT AND DISCREPANCIES.
3. RIGHTS SHALL BE TRANSFERRED WITH OWNER PRIOR TO INSTALLATION.
4. THESE PAGES ARE DIAGNOSTIC ONLY. FOLLOW AS CLOSELY AS POSSIBLE.
5. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE IDENTIFICATION PAGED IN EACH PANEL BOARD, PULLBOX, J-BOX, SWITCH BOX, ETC. IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).
6. CONTRACTOR SHALL PROVIDE ALL WORK MATERIALS.


INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC. FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS MODIFIED BY ORDERS.

1. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTERED AND APPROVED BY UNDERWRITER'S LABORATORY AND SHALL BEAR THE INSPECTION LABEL "UL" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NFPA.
2. CONTRACTOR SHALL HAVE ALL WORK IN HIS POSSESSION IN ACCORDANCE WITH CURRENT STATE, COUNTY AND LOCAL ORDINANCES.

LOCAL CODES AND OSHA.

9. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS.
10. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT THE OWNER'S UNWRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
11. ALL CONDUIT ONLY (C-6) SHALL HAVE A PULL WIRE OR ROPE.
12. PROVIDE CONSTRUCTION MANAGER WITH ONE SET OF THE COMPLETE CONSTRUCTION "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS.
13. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO OWNER AT JOB COMPLETION.
14. USE T-AP CONNECTIONS ON ALL MULTI-CIRCUITS


[illegible]

<p style="text-align: center;">NOT FOR CONSTRUCTION</p>		 <p>ROBERT J. DAVIS, WA ARCHITECT 1000 NEW RD. EDEN PRAIRIE, MN 55344 (952) 933-9299 FAX 930-9292</p>		<p style="text-align: center;">VERIZON WIRELESS</p> <p>10000 Bloomington, MN 55408 (952) 944-4700</p>		<p style="text-align: center;">PROJECT</p> <p style="text-align: center;">MINC KILT</p>		<p style="text-align: center;">XXXX S SNELLING AVE ST. PAUL, MN 55116</p>		<p>SHEET CONTENTS: GENERAL ELECTRICAL NOTES SITE UTILITY PLAN PANEL SCHEDULE TELECO ENTRY BOX DETAIL</p>		<table border="1"> <thead> <tr> <th colspan="2">DRAWN BY:</th> <th colspan="2">RMS</th> </tr> </thead> <tbody> <tr> <td>DATE:</td> <td>02-15-08</td> <td>CHECKED BY:</td> <td>RMS</td> </tr> <tr> <td>REV. A</td> <td>07-29-08</td> <td>REV. A</td> <td>08-11-08</td> </tr> <tr> <td>REV. C</td> <td>06-20-11</td> <td>REV. D</td> <td>07-25-11</td> </tr> </tbody> </table>		DRAWN BY:		RMS		DATE:	02-15-08	CHECKED BY:	RMS	REV. A	07-29-08	REV. A	08-11-08	REV. C	06-20-11	REV. D	07-25-11	<p style="text-align: center; font-size: 2em;">F-1</p>	
DRAWN BY:		RMS																													
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REV. C	06-20-11	REV. D	07-25-11																												



HERZOG
ENGINEERING LLC
3744 HENRIEF AVE. S.
SUITE 300
MINNEAPOLIS, MN 55408
P: 612-336-8017

NOT FOR
CONSTRUCTION



DESIGN 1
ROBERT J. DAVIS, AIA
ARCHITECT
8973 VALLEY VIEW RD.
EBEN PRARIE, MN 55444
(952) 864-7700 FAX 864-5652

VERIZON
WIRELESS
8000 Bankers Building
Bloomington, MN 55435
(612) 584-4700

PROJECT

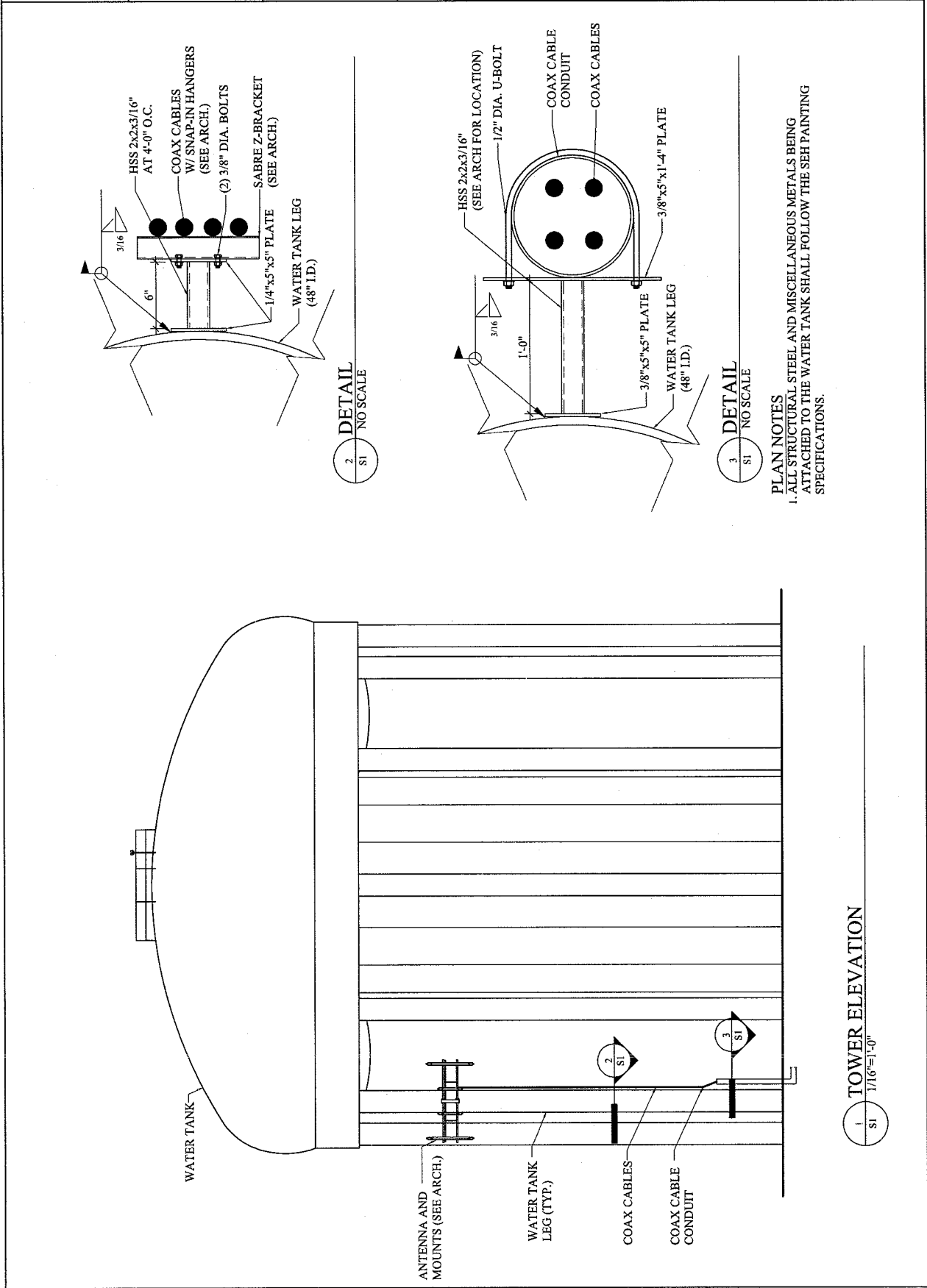
MINC
KILT

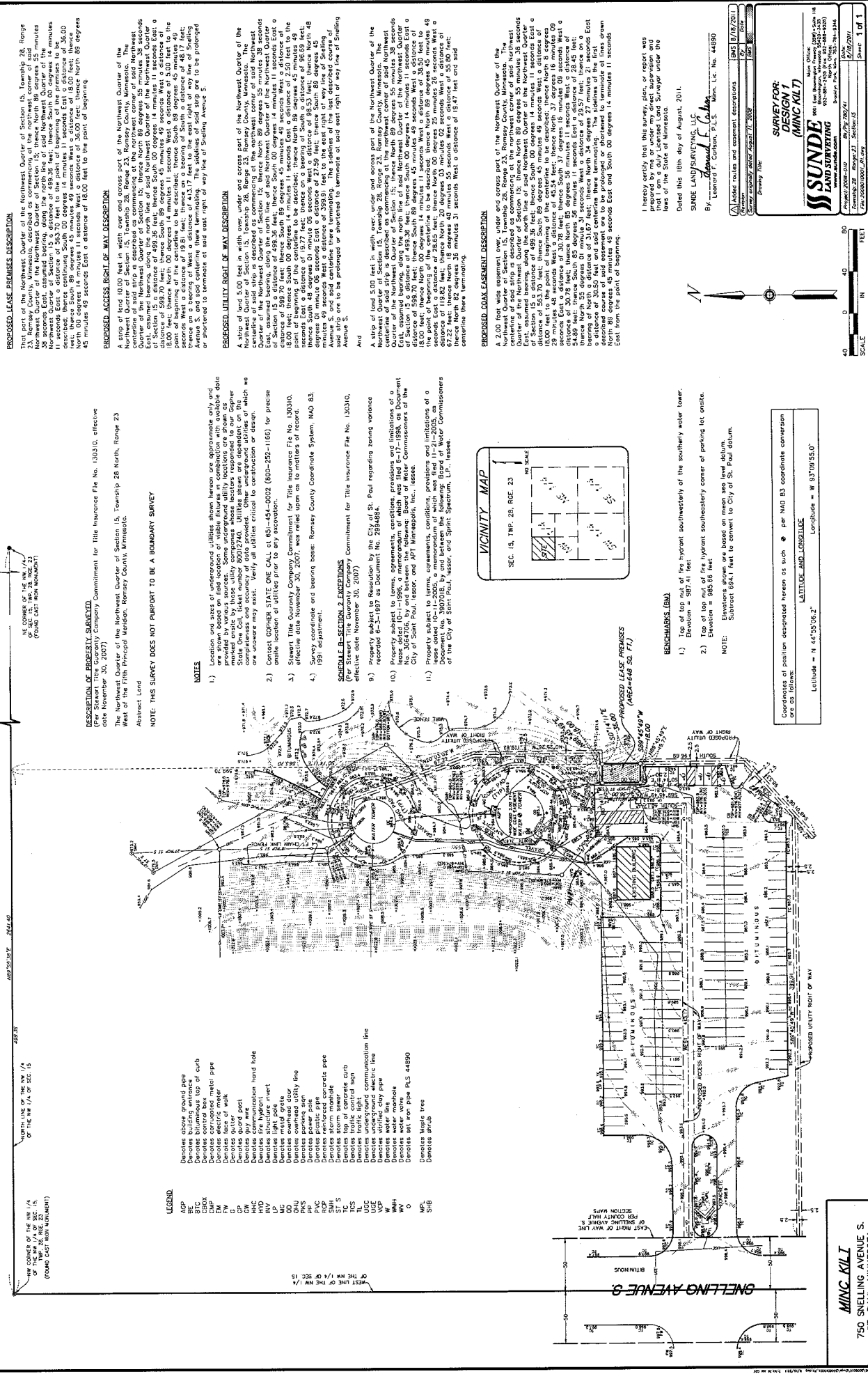
XXXX S SNELLING AVE
ST. PAUL, MN 55116

SHEET CONTENTS:
TOWER ELEVATION
DETAILS

DRAWN BY:	CL
DATE:	07/22/08
CHECKED BY:	JT
SITE SKETCH (V2)	02-15-08

S1





PROPOSED LEASE PREMISES DESCRIPTION

That part of the Northwest Quarter of Section 15, Township 28, Range 23, Ramsey County, Minnesota, containing 38.00 acres, more or less, as shown on the plat of the Northwest Quarter of Section 15, Township 28, Range 23, Ramsey County, Minnesota, recorded in the County of Ramsey, Minnesota, on August 17, 1988, as Document No. 306,470, by and between the following: Board of Water Commissioners of the City of Saint Paul, lessor, and JPT Minneapolis, Inc., lessee.

PROPOSED ACCESS RIGHT OF WAY DESCRIPTION

A strip of land 10.00 feet in width over and across part of the Northwest Quarter of Section 15, Township 28, Range 23, Ramsey County, Minnesota, as shown on the plat of the Northwest Quarter of Section 15, Township 28, Range 23, Ramsey County, Minnesota, recorded in the County of Ramsey, Minnesota, on August 17, 1988, as Document No. 306,470, by and between the following: Board of Water Commissioners of the City of Saint Paul, lessor, and JPT Minneapolis, Inc., lessee.

PROPOSED COAX EASEMENT DESCRIPTION

A strip of land 5.00 feet in width over and across part of the Northwest Quarter of Section 15, Township 28, Range 23, Ramsey County, Minnesota, as shown on the plat of the Northwest Quarter of Section 15, Township 28, Range 23, Ramsey County, Minnesota, recorded in the County of Ramsey, Minnesota, on August 17, 1988, as Document No. 306,470, by and between the following: Board of Water Commissioners of the City of Saint Paul, lessor, and JPT Minneapolis, Inc., lessee.

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I hereby certify that this survey plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 18th day of August, 2011.

By: *David F. Colton*
David F. Colton, L.S., No. 44890
Leonard F. Colton, P.L.S.

SW 1/4 SEC. 15, T28N, R23E, S15W
Surveyed August 17, 2008
Project 2008-010
Drawing 100

SURVEY FOR DESIGN (MNC-NL7)
SUNDE LAND SURVEYING
www.sunde.com
Project 2008-010
Drawing 100
August 17, 2008
1 of 1

DESCRIPTION OF PROPERTY SURVEYED
(Per Stewart Title Guaranty Company Commitment for Title Insurance File No. 130310, effective date November 30, 2007)
The Northwest Quarter of the Northwest Quarter of Section 15, Township 28 North, Range 23 West, of the 18th Principal Meridian, Ramsey County, Minnesota.

NOTE: THIS SURVEY DOES NOT PURPORT TO BE A BOUNDARY SURVEY

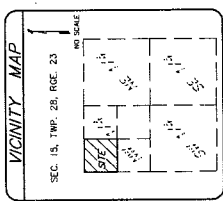
Abstract Land

NOTES

- 1.) Location and sizes of underground utilities shown hereon are approximate only and are shown based on field location of visible features in combination with available data from utility companies. Utilities shown are dependent on the accuracy of the data provided by the utility companies. Utilities shown are not to be construed as a warranty of any kind. Verify all utilities critical to construction or design.
- 2.) Contact CP&H STATE ONE CALL at 855-454-0002 (800-292-1168) for precise location of utilities prior to any excavation.
- 3.) Stewart Title Guaranty Company Commitment for Title Insurance File No. 130310, effective date November 30, 2007, was relied upon as to matters of record.
- 4.) Survey coordinates and bearing based: Ramsey County Coordinate System, NAD 83, 1981 Adjustment.

SCHEDULE B-SECTION 2 EXEMPTIONS

- 9.) Property subject to Resolution by the City of St. Paul regarding zoning variance recorded 6-2-1991 in Document No. 229,488.
- 10.) Property subject to terms, agreements, conditions, provisions and limitations of a lease between the City of Saint Paul, lessor, and JPT Minneapolis, Inc., lessee, as Document No. 306,470, by and between the following: Board of Water Commissioners of the City of Saint Paul, lessor, and JPT Minneapolis, Inc., lessee.
- 11.) Property subject to terms, agreements, conditions, provisions and limitations of a lease between the City of Saint Paul, lessor, and JPT Minneapolis, Inc., lessee, as Document No. 306,470, by and between the following: Board of Water Commissioners of the City of Saint Paul, lessor, and JPT Minneapolis, Inc., lessee.



BENCHMARK DATA

- 1.) Top of top nut of fire hydrant southwesterly of the southerly water tower.
Elevation = 987.41 feet
- 2.) Top of top nut of fire hydrant southeasterly corner of parking lot onsite.
Elevation = 985.88 feet

NOTE: Elevations shown are based on mean sea level datum. Substrat 684.1 feet to convert to City of St. Paul datum.

Coordinates of position designated hereon as such: per NAD 83 coordinate conversion are as follows:
Latitude = N 44°55'06.2"
Longitude = W 93°09'50.0"

**VERIZON WIRELESS (VAW) LLC
Highland No. 3 Water Tower**

Antenna Facilities and Frequencies

[date]

LESSEE ANTENNA FACILITIES AND FREQUENCIES

[All information below to be proved by Lessee]

Base Station Cabinets: [Motoral UBS]

Antennas:

Panel type. Maximum of 12 per site.

Frequencies -Cellular Band B

Receive Range: 835-849 MHz

Transmit Range: 880-894 MHz

		Receive Rx (MHz)	Transmit Tx (MHz)
Channel	1	836.52 MHz	881.52 MHz
	2	837.75 MHz	882.75 MHz
	3	838.98 MHz	883.98 MHz
	4	840.21 MHz	885.21 MHz
	5	841.44 MHz	886.44 MHz
	6	842.67 MHz	887.67 MHz
	7	843.90 MHz	888.90 MHz
	8	848.10 MHz	848.10 MHz
	9		
	10		

EXHIBIT "B"

Frequencies -PCS Band D and F

Receive Range: 1865-1870 MHz & 1890-1895 MHz

Transmit Range: 1945-1950 MHz & 1970-1975 MHz

		Receive Rx (MHz)	Transmit Tx (MHz)
Channel	1	1866.25 MHz	1946.25 MHz
	2	1867.50 MHz	1947.50 MHz
	3	1868.75 MHz	1948.75 MHz
	4	1891.25 MHz	1971.25 MHz
	5	1892.50 MHz	1972.50MHz
	6	1893.75 MHz	1973.75 MHz
	7		
	8		
	9		
	10		

Frequencies -700MHz Upper C and Lower A Band

Receive Range: 776-787 MHz & 698-704 MHz

Transmit Range: 746-757 MHz & 728-734 MHz

		Receive Rx (MHz)	Transmit Tx (MHz)
Channel	1	781 MHz	751 MHz
	2	701 MHz	731 MHz

EXHIBIT "B"

Modulation/Standard: CDMA (800 MHz and 1900 MHz) and LTE (700MHz)

Maximum EIRP: 810 Watts (800 MHz) & 1620 Watts (1900MHz) & 1620 Watts (700MHz) per carrier per sector

Channel Bandwidth: 1.23 MHz (800 1900MHz) & 10MHz (700 upper C) & 3MHz (700 Lower A)

Antenna Information:

Antel LPD-7905/8

Antenna Size

Gain = 14.5 dBd

Azimuth beam width = 92

Elevation beam width = 7

94.5" x 5.1" x 9.6"

Weight = 48.7 lbs

CSS AXP16-80

Antenna Size

Gain = 16.4 dBi

Azimuth beam width = 80

Elevation beam width = 7

48" x 6.7" x 4.1"

Weight = 12.6 lbs

CSS X7C -865-6

Antenna Size

Gain = 14.7 dBd

Azimuth beam width = 65

Elevation beam width = 7.5

96" x 12.5" x 7.1"

Weight = 36.6 lbs

Antenna Configuration:

4 antennas per sectors (1900 and LTE are Xpol)

3 sector design

Center of sectors at 344, 104 and 224 TRUE NORTH

Horizontal Spacing: 3'

Governing FCC Rules:

Code of Federal Regulations

Title 47 (Telecommunications)

Part 22(subpart H) – 800 MHz

Part 24 (subpart E) – 1900 MHz

Part 27 -700 MHz

Intermodulation Levels:

Example: Compliant per CFR 47 Part 15 Class A,

CFR 47 Part 24 Radiated and Conducted

EXHIBIT "B"

SECURITY PLAN

Remote Facilities Access

Saint Paul Regional Water Services (SPRWS)

Standard Operating Procedure (SOP)

Effective Date: November 15, 2010

INTENT:

SPRWS is dedicated to providing its employees with the safest work environment possible and to taking every reasonable precaution to ensure the safety of potable water delivered to our communities. This SOP provides conditions for persons with need to access SPRWS facilities outside the McCarrons Center facilities (Remote Facilities). It establishes procedures for access and responsibilities for both those wishing to enter remote facilities and those allowing such access.

SECURITY OF FACILITIES:

Persons with routine access to remote facilities include SPRWS staff, agents of entities leasing space, agents of various cities, and various law enforcement personnel. Other entities also have occasional access needs under the supervision of SPRWS staff. With so many persons having legitimate access needs, it is imperative that specific procedures be established to ensure that the highest level of security possible. As a result, the following procedures are established:

1.0 SITE ACCESS REQUIREMENTS

- 3.01 Request to access site required prior to entry. Important: note that the police will be called to the site if a call is not made to SPRWS prior to entry.

Note: all requests for entry to remote sites must be made through the Engine Room!
Any other employee asked to allow entry to a remote site must inform the requester to call the Engine Room so that they can be cleared for entry.

- a) Routine and regularly scheduled

Whenever possible, authorized agencies that require repeated, routine access should schedule such access during normal business hours at least one day in advance by calling SPRWS Engine Room at 651-266-1660. The Engine Room Pumping Engineer will record the name of the agent and arrange for crew to meet agent on site and allow for access after checking for proper ID. Pumping Engineer will verify that agents requesting access are those that arranged for the access previously, and pass the authorized agents names to the field crew for verification in the field. If access is allowed, field crew will notify Engine Room that an entry to a site will occur.

EXHIBIT "C"

b) Emergencies

1. Contact Engine Room [651-266-1660].
2. a. Engine Room Pumping Engineer (PE II) will check against a list of authorized companies for each site to ensure that a particular company has reason to be on site.

b. If company is authorized, PE II will make arrangements with the Distribution after-hours Turn-On truck to allow for access at the site.

a. Distribution personnel will be responsible to verify the identity of the agent(s) and to monitor agent(s') activity at the site.
3. Under certain conditions, Distribution personnel may not be available, in which case PE IIs will use their best judgment to determine if there is another way to grant access to the agent, or to deny or delay access.

3.02 While at site:

- a) Authorized agents are required to perform their necessary work on the site in a manner that does not compromise site security. This includes, but is not limited to, securing all doors and gates before leaving the site.
- b) SPRWS employees will determine whether or not they will need to monitor the activity at the site. If SPRWS employee believes that the agent is not there for a legitimate business reason, the employee should get to a safe area and call 911 to have police confront the agent and remove them if necessary. In this event, SPRWS employee should also call the Engine Room to inform them of the proceedings.

3.03 Leaving site:

- a) Authorized agents must notify Engine Room [651-266-1660] when leaving the site.

2.0 IDENTIFICATION PROCEDURES

- 2.01 All SPRWS staff and personnel are issued a SPRWS photo identification card (ID card) at the McCarrons facility. This ID is to be displayed above the waist. Anyone purporting to be a SPRWS employee should be asked to display this ID card if it is not visible.

EXHIBIT "C"

- 2.02 Contractors or agents seeking entrance to a remote facility are required to show a valid driver's license. SPRWS employee allowing them access will forward the name and phone number of the entrant to the Engine Room to confirm that access should be granted.

3.0 FACILITY LOCKS

- 1.01 All Remote Facilities will be secured with high-security locks utilizing high-security keys.

- a) Locks will be furnished and installed by SPRWS.
- b) No other locks are permitted, and all such other locks will be removed and disposed of.
- c) SPRWS may make some exceptions in cases where, for the convenience of SPRWS staff, contractor locks will be allowed to be "daisy-chained" onto a SPRWS facility. These exceptions will be on a case by case basis, and the decision to allow this will be made by SPRWS security officer.
- d) For sites that are undergoing construction, SPRWS will install construction locks and give contractors construction keys.

1.02 Issuance of Keys

- a) SPRWS staff that require access, as determined by the appropriate SPRWS division manager, will be issued keys. Such keys will be reduced to the lowest possible number.
 - 1. SPRWS staff are responsible for the safe keeping of keys issued to them.
 - 2. Repeated lost keys will be considered negligence and may result in corrective action and/or discipline by SPRWS management.
- c) Key audits will be conducted at least once each calendar year.
 - 2. Each SPRWS staff member, and each Authorized Agent, to whom SPRWS keys were issued will be required to sign a key Audit Statement acknowledging their continued possession of the key.
 - 3. Both Public and Private Agencies are responsible for the return of all keys and/or contractor keys issued to their agents who leave their employ or are no longer required by the Authorized Agency to access SPRWS facilities.

4. Lost keys must be reported immediately to SPRWS by contacting the Engine Room at 651-266-1660.
5. Repeated losses may result in deposit requirements, as may be determined necessary by SPRWS staff.

4.0 SPRWS CONTACTS

4.01 Normal and emergency access after normal business hours:
PE II [651-266-1660].

CONTRACTOR PROCEDURES FOR ENTERING SPRWS WATER TOWER FACILITIES

Routine Accesses:

- 1) Notify SPRWS Pumping Engineer at 651-266-1660 of desired access at least 24 hours prior to accessing site. Pumping Engineer will verify that company has agreement to be on site, and if so will arrange for crew to meet contractor at designated time and place. Contractor must provide names of all employees that will access the site.
- 2) At time of arranged access, provide IDs (in the form of valid driver's licenses) for SPRWS field crew. If IDs match the names given to the Pumping Engineer, crew will provide access. If not, no access will be provided.
- 3) SPRWS field crew may accompany contractor while they are on site. If the crew does not accompany contractor, contractor must call the Pumping Engineer when they leave the site.

Emergency Accesses:

- i. Notify SPRWS Engine Room at 651-266-1660 of need to access site.
- ii. Engine Room Pumping Engineer will verify that contractor has an agreement to be on a particular site.
- iii. If contractor has agreement to be on site, and a reasonable explanation of the emergency is given, Pumping Engineer will arrange for a crew to meet contractor at the site.

EXHIBIT "C"

- iv. Contractor will need to produce IDs and work orders.
- v. If OK, crew will allow for access.
- vi. Repeated emergencies will be cause for SPRWS to bill the contractor or deny access.
- vii. Contractor will call Engine Room when leaving site.

- End -

EXHIBIT "C"

Exhibit "D"
Technical Minimum Site Standards

TECHNICAL MINIMUM SITE STANDARDS

Saint Paul Regional Water Services Water 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 Helix cable shall be permitted for transmission lines at the site. All on-site intercabling must use RG/9, RG/142, RG/214 or ½ 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:

40 MHZ band:	50 db at 1 MHZ
150 MHZ band:	50 db at 1.5 MHZ
450 MHZ band:	50 db at 2.5 MHZ
800/900 MHZ band:	50 db at 10 MHZ
Microwave:	50 db at 20 MHZ

EXHIBIT "D"

TECHNICAL MINIMUM SITE STANDARDS - Continued

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 IM 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.
9. Plan and specifications to secure equipment to the tower must be submitted to and approved by Saint Paul Regional Water Services prior to installation.

- End -

EXHIBIT "D"

Exhibit "E"
Memorandum of Lease Recording

DRAFTED BY
AND RETURN TO:
Moss & Barnett (JDL)
4800 Wells Fargo Building
90 South Seventh Street
Minneapolis, MN 55402-4129
(Site Name: MINC Kilt)
(Prepared by Carin M. Kanstrup, Telephone No. (612) 877-5342)

(space above this line for Recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of this _____ day of _____, 2011, by and between **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a municipal corporation under the laws of the State of Minnesota ("Lessor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company ("Lessee").

1. LEASE OF PREMISES. For the purpose of installing, operating, and maintaining a communication facility and other improvements, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain premises located at 750 Snelling Avenue South, City of Saint Paul, County of Ramsey, State of Minnesota, and more particularly described in, and on the terms and conditions more particularly set forth in, that certain Site Lease Agreement dated _____, 2011 (the "Lease") by and between Lessor and Lessee, which terms and conditions are hereby incorporated by reference.
2. The initial term of the Lease shall commence on January 1, 2012, and terminate on December 31, 2016. Lessee shall have the right to extend the Lease for two (2) additional five (5) year terms.
3. The Lease provides in part the grant of easement for unrestricted rights of access and to electric and telephone facilities.

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

The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 15, Township 28 North, Range 23 West of the Fifth Principal Meridian, Ramsey County, Minnesota.

Abstract Land.

(Signature and Acknowledgement Pages Follow)

Lessor:

Approved:

By _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

Approved as to form:

By _____
Assistant City Attorney

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

By _____
Patrick Harris, President

By _____
Mollie Gagnelius, Secretary

Date _____

CITY OF SAINT PAUL:

By _____
Paul Williams, Deputy Mayor

By _____
Shari Moore, City Clerk

By _____
Todd Hurley, Director
Office of Financial Services

Date _____

Lessee:

Approved:

By _____
Its Legal Counsel

VERIZON WIRELESS (VAW) LLC
d/b/a Verizon Wireless

By _____
Beth Ann Drohan
Area Vice President Network

Date _____

ACKNOWLEDGEMENTS

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On _____, 2011, before me, _____,
Notary Public, personally appeared Patrick Harris, President, Board of Water Commissioners of the City
of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On _____, 2011, before me, _____,
Notary Public, personally appeared Mollie Gagnelius, Secretary, Board of Water Commissioners of the
City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

CITY OF SAINT PAUL

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On _____, 2011, before me, _____,
Notary Public, personally appeared Paul Williams, Deputy Mayor, on behalf of the Mayor of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On _____, 2011, before me, _____,
Notary Public, personally appeared Shari Moore, City Clerk, City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On _____, 2011, before me, _____,
Notary Public, personally appeared Todd Hurley, Director, Office of Financial Services of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

LESSEE

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared Beth Ann Drohan, to me known to be the Area Vice President Network of Verizon Wireless (VAW) LLC d/b/a/ Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Print or Type Name: _____

Notary Public in and for the State of Illinois

My appointment expires: _____