

SITE LEASE AGREEMENT

Between Board of Water Commissioners of the City of Saint Paul and T-Mobile Central LLC

This Lease Agreement ("Lease") is entered into this ____ day of _____, 20____, between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a Minnesota municipal corporation ("Lessor"), and **T-Mobile Central LLC**, a Delaware limited liability company ("Lessee").

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

1. Leased Premises.

- (a) Lessor hereby leases to Lessee certain space located at and on Lessor's McKnight Road Standpipe located at 393 North McKnight Road, Saint Paul, Minnesota 55119-5307 and legally described in Exhibit "A" *Legal Description*. The water storage facility and its appurtenances ("Structure"), and the Lessor's land upon which the Structure is situated are collectively called ("the Property"). The property interest leased and granted by the Lessor to Lessee (collectively, the "Leased Premises") consists of the following:
 - (1) ground space comprised of approximately 160 square feet, subject to any and all existing easements;
 - (2) structure exterior space for attachment of antennas at alpha, beta & gamma sectors at +/- 99' c/l FAGL;
 - (3) space required for cable runs to connect equipment and antennas;
 - (4) non-exclusive easements required to run utility lines and cables;
 - (5) a non-exclusive easement across the Property for access.
- (b) No other space or property interests are being leased to Lessee except as described above and as described on Exhibit "A" *Legal Description*.

2. Terms/Renewals.

- (a) The initial term of this Lease shall commence on January 1, 2017 (the "Commencement Date"), and shall expire on December 31, 2021. Lessee and Lessor agree to enter into a

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

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

3. **Rent.**

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

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

- (b) Lessor's FIN number is # 41-6005521.
- (c) Lessee shall pay rent annually in advance, as indicated in the payment schedule below:
 - (1) Lessee shall pay Lessor, as rent, the sum of \$46,650.00 per year plus annual escalator described in Section 3(c)(4) based upon Lessee's installation and operation of the antenna facilities and frequencies identified in Exhibit "D" *Antenna Facilities and Frequencies*, ("Antenna Facilities").
 - (2) The first year's rent shall include a one-time administrative fee of Two Thousand Five Hundred Dollars (\$2,500.00), and shall be paid within sixty (60) days after the Commencement Date. Thereafter, the rent due hereunder shall be paid on or before January 5th of each succeeding year.
 - (3) Lessee shall not install and/or operate any additional antennas or related equipment beyond those Antenna Facilities and frequencies identified in Exhibit "D" *Antenna Facilities and Frequencies* without the prior written consent of Lessor, such consent not to be withheld, conditioned or delayed without cause. Such additional equipment may require an amendment to the Lease and increase in rent, as may be determined by Lessor. However, changes made exclusively to frequencies shall not require an amendment and shall not constitute grounds for revision of rent. Notwithstanding, Lessee has the right to perform routine maintenance and repairs without Lessor's approval.

- (4) Commencing January 1, 2018, and on January 1st of each subsequent year, the rent shall be increased annually by five percent (5%).

4. Engineering Studies

(a) Structural Study

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

(b) Interference Study

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

5. Use of Leased Premises.

(a) Primary Use of Property

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

(b) User priority

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

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

(c) Jeopardy of Primary Use

- (1) In the event that the Lessor's Primary Use of the Structure is put at risk because of Lessee's operations ("Jeopardy"), Lessor shall provide written notice of such event to Lessee. Lessor and Lessee agree to work together to cure the occurrence that causes the Jeopardy. Lessee shall make all good efforts to cure the Jeopardy within thirty

(30) days of receipt of written notice of event. If Lessee does not cure the Jeopardy within thirty (30) days of receipt of written notice of event, said occurrence of Jeopardy shall constitute an event of default by Lessee, as otherwise defined in *Section 14. Termination*. If circumstances beyond the control of Lessee prohibit the Jeopardy from reasonably being cured within thirty (30) days, Lessee shall notify Lessor of such circumstances and commence actions required to cure the Jeopardy (e.g. assessing the problem, ordering necessary equipment) within seven (7) days of Lessor's written notice of Jeopardy and shall diligently pursue the cure to completion within a reasonable time thereafter.

- (2) In the event of Jeopardy that poses an immediate threat of substantial harm or damage to the water supply, to persons, and/or property on the Leased Premises, as solely 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 and Lessee shall be permitted to terminate this Lease upon written notice to Lessor.

(d) Lessee's Use of Leased Premises

- (1) Lessee shall have the non-exclusive right, at its sole cost and expense, to use the Leased Premises for the transmission and reception of communications signals ("Approved Use").
- (2) In accordance with this Approved Use, the Lessee has the right to install, operate, maintain, repair, replace, store or remove its antennas, utility building, equipment, personal property, leasehold improvements, and appurtenances as shown in Exhibit "D" *Antenna Facilities and Frequencies* and Exhibit "C" *Construction Plans*.
- (3) Lessee shall be responsible for all expenses incurred by the Lessor resulting from the use and/or occupancy of the Leased Premises by Lessee. Lessor shall submit an itemized invoice of such expenses to Lessee and Lessee shall make payment to Lessor within sixty (60) days of receipt.

(e) Laws Governing Use

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

6. Installation of Equipment and Leasehold Improvements.

(a) Construction 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 comprehensive 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 Antenna Facilities for initial installation, and subsequently, diagrams of proposed antenna facilities for any and all revisions, modifications, or approved additions;
- (4) a complete and detailed inventory of all proposed equipment and personal property of Lessee to be placed on the Leased Premises. Lessor retains the right, at its sole cost and expense, to survey such equipment and personal property.

(b) Construction 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 and comment on the Construction Plans.

(c) Lessee shall be solely responsible for all costs associated with said review and approval of Construction Plans by Construction Engineer ("Review Fee") for either the review of the Construction Plans for the initial installation or for the review of the Construction Plans for each subsequent revision, modification, or approved addition to the Antenna Facilities.

(d) Construction Scheduling

At least five (5) days prior to Lessee's construction mobilization, Lessee shall conduct a pre-construction meeting on the Property or other location as determined by Lessor. Said meeting shall be attended by the Construction Engineer, Lessee's representative and all contractors involved in the installation.

(e) Construction Inspection.

All construction activity for the initial installation of all Antenna Facilities and for any and all subsequent revisions and/or modifications thereof, or additions thereto shall be subject to inspection and approval by the Construction Engineer to ensure compliance with the approved Construction Plans and the terms of this Lease. Inspection will be performed beginning with the pre-construction meeting and continuing through installation/construction/punch-list and verification of as-built drawings at project completion as determined by Lessor. Lessee agrees to pay for the cost of said inspections and project documentation ("Inspection Fees"). If deemed necessary by the Construction Engineer, construction work performed without approval of the Construction Engineer

will not be accepted and shall be removed or uninstalled at Lessee's sole expense, provided Lessor or the Construction Engineer notifies Lessee of such non-compliance within thirty (30) days of submission of as-built drawings to Lessor.

(f) Escrow

Lessee agrees to pay an escrow amount equal to the estimated costs of Review Fees and Inspection Fees as determined by Lessor for the initial installation of all Antenna Facilities and for any and all subsequent revisions and/or modifications thereof, or additions thereto, prior to commencement of such activities. If the escrow amount is insufficient for these expenses, Lessee agrees to pay the additional costs within forty-five (45) days of receipt of a detailed invoice from Lessor.

(g) 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.

(h) Damage by Lessee

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

(i) As-built drawings

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

7. Modifications.

- (a) Before the Lessee may update or replace the Antenna Facilities, Lessee must provide a detailed proposal to Lessor. The proposal shall include any information reasonably requested by Lessor of such requested update or replacement, including but not limited to revised lease exhibits as may be necessary, construction drawings and specifications as may be required under *Section 6. Installation of Equipment and Leasehold Improvements*, and engineering studies as may be required under *Section 4. Engineering Studies* of this Lease, carried out at Lessee's expense. The proposal must be approved by Lessor, which will not unreasonably withhold approval.
- (b) Lessee shall provide at least thirty (30) days written notice to Lessor before modifying frequencies on the Leased Premises. Said notice shall describe all equipment and frequencies proposed to be added or modified and shall be subject to evaluation by a RF Engineer approved by Lessor, 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.

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

(d) As-built drawings

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

8. Maintenance and Repairs.

(a) Property

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

(b) Structure Reconditioning and Repairs

- (1) From time to time, Lessor paints, reconditions, or otherwise improves or repairs the Structure in a substantial way ("Reconditioning Work"). Lessor shall reasonably cooperate with Lessee to carry out Reconditioning Work activities in a timely manner and in a manner that minimizes interference with Lessee's Approved Use.
- (2) Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than ninety (90) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of Lessee to provide adequate measures to cover or otherwise protect Lessee's Antenna Facilities from the consequences of such activities, including but not limited to paint and debris fallout. Lessor reserves the

right to require Lessee to remove all Antenna Facilities from the Structure and Leased Premises during Reconditioning Work.

- (3) During Lessor's Reconditioning Work, Lessee may maintain a mobile site on the Property or, after approval by Lessor, on any land owned or controlled by Lessor in the immediate area of the Property. If Property will not accommodate mobile equipment, it shall be Lessee's responsibility to locate auxiliary sites.
 - (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.
- (c) Leased Premises
Lessee shall, at its own cost and expense, maintain the Antenna Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes applicable to Lessee's Approved Use of the Leased Premises.

9. Property Access.

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

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

10. Utilities.

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

11. Personal Property and Real Estate Taxes.

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

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

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

Lessee's use of the Leased Premises herein is contingent upon 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 shall, at its sole cost and expense, obtain all such necessary permits, licenses and other approvals and Lessor agrees to cooperate with Lessee in Lessee's pursuit of all such necessary permits, licenses or approvals, and Lessee shall reimburse Lessor its reasonable costs to provide such cooperation.

13. Interference.

- (a) In the performance of its Approved Use, Lessee shall not damage or interfere with Lessor's Operations, including its radio frequency transmissions, or approved operations of other parties that were in place on the Property prior to the Commencement Date of this Lease, provided that the equipment used by Lessor or other lessees is operating within the technical parameters specified by its manufacturer and/or as defined by the FCC. In the event of any such interference, Lessee shall immediately cease such interference, except for brief tests necessary for the elimination of the interference and until Lessee is able to resolve the problem. In the event Lessee cannot correct the interference, Lessee shall have the option to terminate this Lease, pursuant to *Section 14. Termination*. Lessee shall not be responsible for interference that results from a change in the operations of other tenants after the Commencement Date of this Lease.
- (b) Lessee acknowledges that Lessor may lease the Property, or any part of it, to other parties in close proximity to the Leased Premises, and Lessee agrees to work cooperatively with any such other parties, using accepted technical standards in accordance with FCC standards, to ensure that such other parties' use and Lessee's use will be compatible and will not cause interference with each other.

- (c) Lessor in no way guarantees to Lessee noninterference with Lessee's transmission operations provided, however, that in the event that any other party requests permission to place any type of additional antenna or transmission facility on the Property, the procedures of this Section shall govern to determine whether such antenna or transmission facility will interfere with Lessee's transmission operations.
- (d) In the event that Lessee or other tenants on the Property experience interference of their approved frequencies and they cannot reach agreement as to the cause and remedy of such interference, an RF Engineer approved by the Lessor shall determine such cause and remedy and Lessee shall abide by the RF Engineer's determination, subject to Lessee's right to terminate this Lease.

14. Termination.

- (a) Except as provided for in Section 14.(a)(3)b. below, or as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party for the following reasons:
 - (1) By either party, upon a material default of any other covenant or term hereof by the other party; which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof), or if such cure cannot be completed within sixty (60) days, within such reasonable time as may be required, provided the defaulting party commences the cure within ten (10) days of receipt of written notice of default and diligently pursues such cure to completion;
 - (2) By Lessee, in the event that:
 - a. Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities;
 - b. the Leased Premises are or become unusable under Lessee's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong; or
 - c. Lessee's transmission is interfered with by Lessor or its other tenants' equipment. Such right to terminate shall become void if Lessor cures such interference within thirty (30) days of receipt of written notice.
 - d. If the Property or any portion thereof is destroyed or damaged so as to hinder its effective use, Lessee may elect to terminate this Lease upon thirty (30) days written notice to Lessor. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee, prorated to the date of the event.
 - (3) By Lessor, in the event that:
 - a. Lessor determines, after review by an independent structural engineer, that the Property is structurally unsound, including but not limited to consideration of age of the Structure, damage or destruction of all or part of the Property from any source, or factors relating to condition of the Property;

- 15. Insurance.***

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(2) Automobile Insurance

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

(3) Workers' Compensation and Employer's Liability

- a. Workers' Compensation per Minnesota Statute
- b. Employer's Liability shall have minimum limits of:
 - 1. \$500,000 per accident;
 - 2. \$500,000 per employee
 - 3. \$500,000 per disease policy limit
- c. Lessees with 10 or fewer employees who do not have Workers' Compensation coverage are required to provide a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying the number of employees and the reason for their exemption.
- (b) Lessee shall provide Lessor, prior to the Commencement Date and, and annually thereafter prior to expiration date of the same, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Minnesota, which includes all coverage required in Section 15.(a) above.
- (c) Policies are to be written on an occurrence basis or as acceptable to the Lessor. Certificate of Insurance must indicate if the policy is issued on a claims-made (if expressly approved by Lessor) or occurrence basis. All certificates of insurance shall provide that Lessor shall be given notice of cancellation in accordance with the policy's terms and conditions.

(d) Additional Insured – Certificate of Insurance.

The Lessee shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better by Best Insurance Guide) licensed to do business in the state of Minnesota, which includes all coverage required in this *Section 15. Insurance*. General Liability and Automobile policies shall include the Lessor and the City of Saint Paul as additional insured, and shall provide that

it will be the primary coverage.

16. Indemnity.

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

17. Notices.

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

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

If to Lessee, to: T-Mobile Central LLC
 12920 SE 38th Street
 Bellevue WA 98006
 Attn: Property Management/A1N0030A

18. Representations and Warranties.

- (a) Lessor represents that (i) it has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, subject to such liens of record; (iii) Lessee shall have quiet enjoyment of the Leased Premises during the term of this Lease in accordance with its terms.
- (b) Lessee warrants that the individuals signing and executing this Lease on behalf of Lessee have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessee. Lessor warrants that the individuals signing and executing this Lease on behalf of Lessor have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessor.
- (c) Lessor represents that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state

or local law or regulation, as defined in Section 18.(d) of this Lease. Lessor will be solely liable for and will defend, indemnify and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Property with respect to hazardous, toxic or dangerous materials from any and all sources other than those hazardous, toxic or dangerous materials introduced to the Property by Lessee. Lessee represents and warrants that its use of the Leased Premises herein will not generate and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance, chemical or waste contrary to any applicable law or regulation. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance, and any damage, loss, expense, or liability resulting from the breach of this representation or from the violation of any applicable state or federal law by such release associated with Lessee's use of hazardous substances, including payment of all reasonable attorneys' fees, costs, and penalties incurred as a result thereof, except for any release caused by the negligence or willful misconduct of Lessor, its employees, or agents.

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

19. No Liability on Lessor.

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

20. Assignment.

- (a) This Lease may be sold, assigned or transferred by Lessee without approval or consent of Lessor to Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all, or substantially all, of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. Lessee shall provide Lessor written notice of any such sale, assignment or transfer within 60 days after the effective date thereof. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

- (b) The parties acknowledge that this is a nonexclusive lease. Nothing in this Lease shall preclude Lessor from leasing other space on the Property to any other person or entity which may be in competition with Lessee, or any other party, subject to the conditions set forth in Section 13. Interference.

21. Condemnation.

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

22. Successors and Assigns.

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

23. Surrender of Leased Premises.

- (a) All portions of the Antenna Facilities brought onto the Property by Lessee will be and remains Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during or after the term or extension thereof. In the event that this Lease is terminated or not renewed, Lessee shall have sixty (60) days from the termination or expiration date to quit peacefully and surrender possession of the Leased Premises in as good condition as when it was delivered to Lessee, reasonable wear and tear and casualty loss excepted. Lessee shall remove its equipment, personal property, Antenna Facilities, and leasehold improvements from the Property, and shall repair any damage to the Property caused by such equipment, all at Lessee's own cost and expense.
- (b) In the event that Lessee's Antenna Facilities and related equipment are not removed and the Property is not restored to the reasonable satisfaction of the Lessor within sixty (60) days from the termination or expiration date, the Lessor shall have the option to fully decommission the Antenna Facilities, have the Antenna Facilities removed, and repair the site and restore the property, and Lessee shall be responsible for the cost of such actions.

24. Marking and Lighting Requirements.

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

25. RF Radiation Compliance.

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

26. Third Party Approvals, Inspections and Evaluations.

The Lessee shall be responsible for all reasonable costs, as determined by Lessor, associated with obtaining required reviews, approvals, inspections, studies, surveys or evaluations,

whether required by this Lease or by other governing authorities.

27. Noise Restrictions.

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

28. Miscellaneous.

- (a) Each party agrees to furnish to the other, within thirty (30) days after notice of receipt of the request, such truthful estoppel information as the other party may reasonably request.
- (b) This Lease constitutes the entire agreement and understanding of the parties and supersedes any and all offers, negotiations, or other agreements of any kind with respect to its subject matter. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
- (c) This Lease shall be construed in accordance with the laws of the State of Minnesota. Any legal action may only be commenced and proceed in the relevant district court in Ramsey County, Saint Paul, Minnesota.
- (d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (e) Upon request by Lessee, Lessor agrees to execute a recordable Memorandum of this Lease.

- (f) Any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.
- (g) The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Leased Premises based on the terms set forth herein. This Lease will become effective as a binding Lease only upon the handwritten legal execution and delivery hereof by Lessor and Lessee.
- (h) Exhibits "A" through "F" listed below and attached hereto are hereby incorporated into this Lease by reference.

Exhibit "A" *Legal Description*

Exhibit "B" *Site Survey*

Exhibit "C" *Construction Plans*

Exhibit "D" *Antenna Facilities and Frequencies*

Exhibit "E" *Security Plan*

Exhibit "F" *Memorandum of Lease Recording*

[Remainder of this page is left intentionally blank]

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

For Lessor:

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

Approved:

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

By _____
Matt Anfang, President

Approved as to form:

By _____
Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

CITY OF SAINT PAUL

By _____
Kristin Beckmann, Deputy Mayor

By _____
Shari Moore, City Clerk

By _____
Todd Hurley, Director
Office of Financial Service

For Lessee:

T-Mobile Central LLC,
a Delaware limited liability company

By _____

Print Name: Hossein Sepehr

Its: Area Director, Network Engr & Ops

EXHIBIT "A"

Legal Description

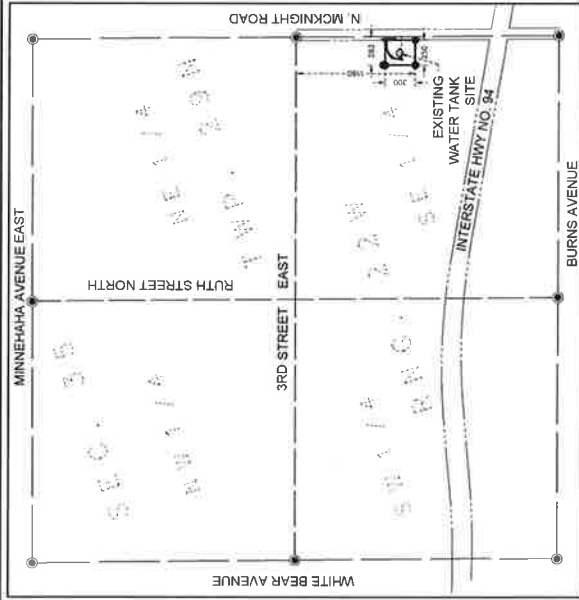
LEGAL DESCRIPTION OF OWNER'S PROPERTY:

Section 35, Township 29, Range 22. W 250 FT of E 283 FT of S 300 FT of N 1190 FT of SE ¼ of Sec 35, TN 29, RN 22.

EXHIBIT "B"

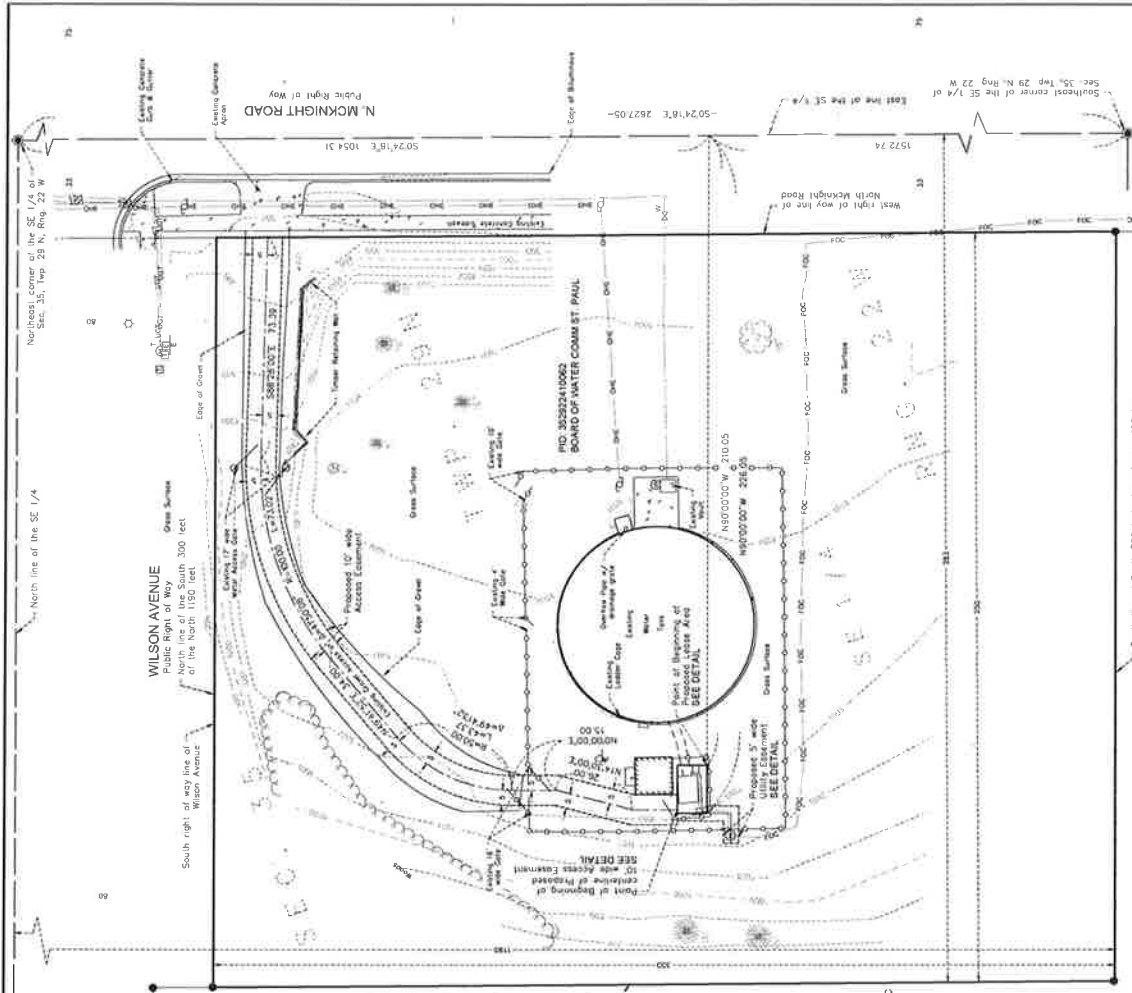
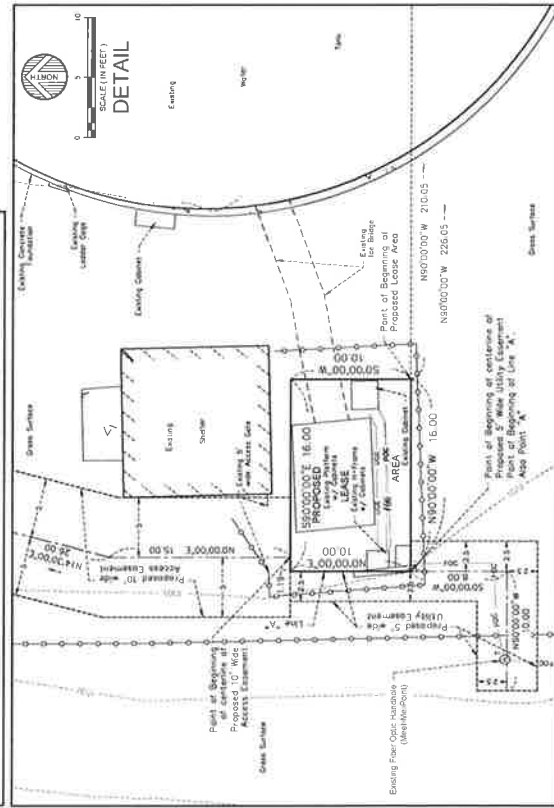
**Site Survey
Rev 11/3/2016**

SITE SURVEY



LEGEND

- DECIDUOUS TREE
- CONIFEROUS TREE
- WATER MANHOLE
- WATER VALVE
- ELECTRIC METER
- ELECTRIC POLE
- TELEPHONE PEDestal
- FIBER OPTIC HANDHOLE
- UNDERGROUND FIBER OPTIC
- UNDERGROUND TELEPHONE
- UNDERGROUND ELECTRIC
- UNDERGROUND WATERLINE
- EASEMENT LINE
- LEASE AREA
- CENTERLINE
- EDGE OF WOODS
- CHAINLINK FENCE
- CONCRETE SURFACE
- GRAVEL SURFACE



SURVEYOR NOTES:

1.) Utilities are per observed evidence and not shown on any utility maps.

2.) Call, Locate Request Ticket No. 15132728 dated May 12, 2015.

SITE NUMBER: A1N0030A
SITE NAME:
ST. PAUL-MCKNIGHT
 933 N. McKnight Road
 Saint Paul, MN 55119

WIDSETH SMITH NOLTING
 Engineering | Architecture | Surveying | Environmental

THIS SCALE DOES NOT APPLY TO THIS PROJECT
 08/04/16/01

SIGNATURE: *Shane M. Nolt*
DATE: 11/27/16
LICENSE #: 45821

NO.	DATE	BY	CHK	APP'D	FIELD WORK	5/16/15	REVISIONS	CHK'D BY	SWK	DRWN BY	NTG/THO

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.





EXHIBIT “C”

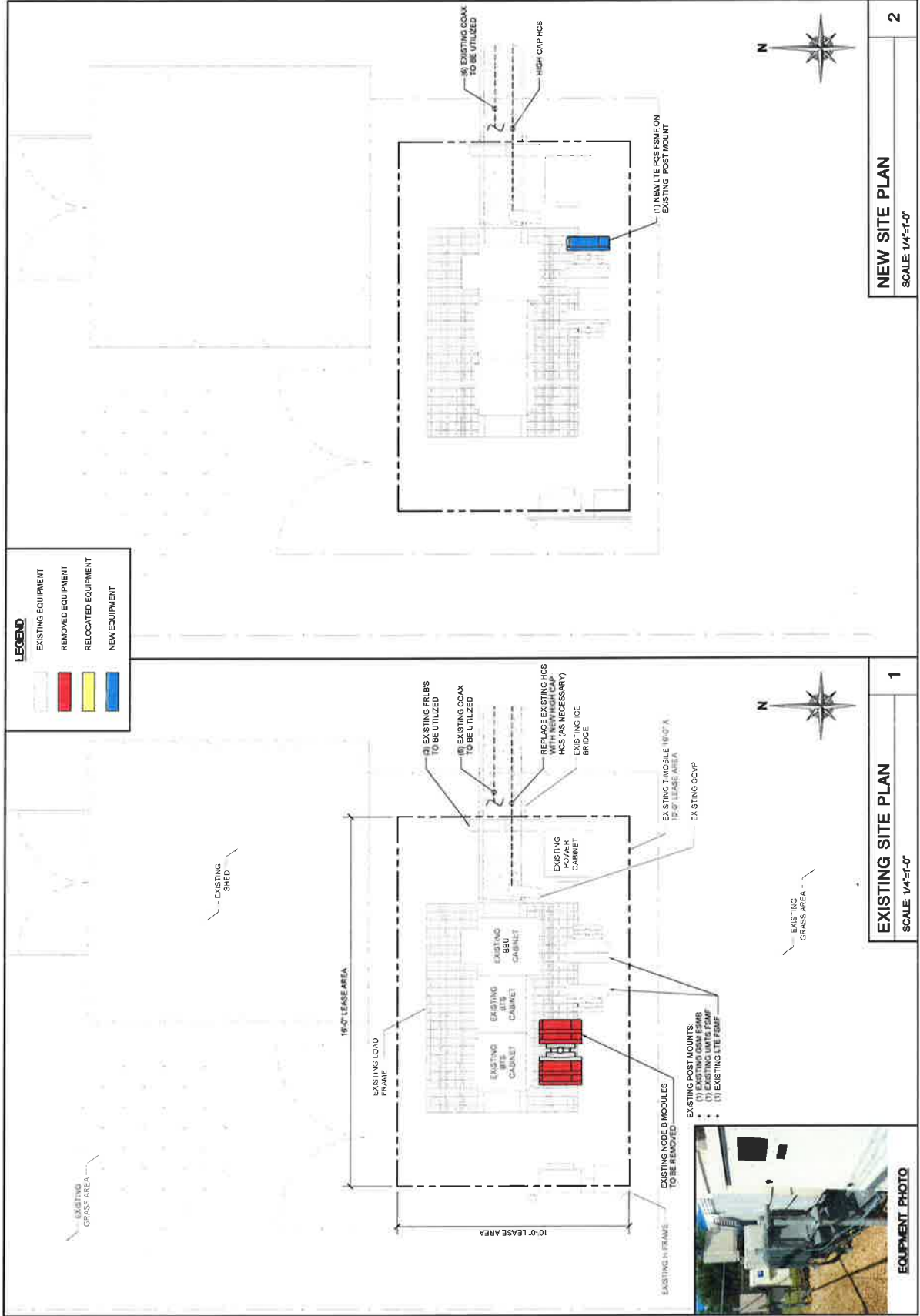
**Construction Plans
Dated 11/2/16 Rev 1**



SCALE: 1"=80'-0"

LEGEND

	EXISTING EQUIPMENT
	REMOVED EQUIPMENT
	RELOCATED EQUIPMENT
	NEW EQUIPMENT



T-Mobile
stick together
8650 BRYN MAWR AVENUE, SUITE 100
CHICAGO, ILLINOIS 60631

PLANS PREPARED BY:

W-T

**W-T COMMUNICATION
DESIGN GROUP, LLC.**

WIRELESS INFRASTRUCTURE

2875 Potomac Avenue
Farmingdale, Estates, Bronx 11712
PH (212) 754-4513 FAX (212) 753-5444
www.wtdesigngroup.com

STATE OF TEXAS, COUNTY OF DALLAS, ss. I, CLARENCE A. HARRIS, County Clerk, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.

COUNTY CLERK

NOTARY PUBLIC

PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THE SIGNATURE OF THE ABOVE NAMED ENGINEER IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS FROM THE RECORDS OF SAID COUNTY.

COUNTY CLERK

NOTARY PUBLIC

PROFESSIONAL ENGINEER

DATE: 11/27/84

COUNTY: DALLAS

[illegible]

SITE INFORMATION:
STPL
WT-MCKNIGHT
A1N0030A
383 N. MCKNIGHT ROAD
SAINT PAUL, MN 55119
W-T JOB NUMBER: T101265

SHEET TITLE:
**EXISTING &
NEW SITE
PLANS**

SHEET NUMBER: **C-2**
 PLOT SCALE: 1"=10'

stick together

8500 BRYN MAWR AVENUE, SUITE 100
CHICAGO, ILLINOIS 60631

WT

WT COMMUNICATION DESIGN GROUP, LLC

2415 Paulina Avenue
SOUTH PAUL, MINNESOTA 55109
PH: (763) 763-1333 FAX: (763) 763-0444
www.wtdesigngroup.com

PLANS PREPARED BY:

SEAL

PROFESSIONAL ENGINEER

1. I, ALLEN L. LUTZ, AM A duly Licensed Professional Engineer in the State of Illinois, No. 000000000, and I hereby certify that I have prepared the above drawings in accordance with the laws of the State of Illinois.

DATE: 10/27/16 FOR CLIENT REVIEW: 10/27/16

DATE	DESCRIPTION	BY	REV
10/27/16	FINALS	ALLEN LUTZ	1
11/03/16	REVISION	ALLEN LUTZ	2

SITE INFORMATION:

STPL

WT-MCKNIGHT

A1N0030A

393 N. MCKNIGHT ROAD
SOUTH PAUL, MN 55109
PROJECT NUMBER: 1102005

TOWER ELEVATION

SHEET NUMBER:

A-1

PLOT SCALE: 1"=11'-0"

LEGEND

EXISTING ANTENNA

REMOVED ANTENNA

RELOCATED ANTENNA

NEW ANTENNA

IMPORTANT SITE NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING CALLER CONFIGURATION AND NOTIFY T-MOBILE AND ENGINEERING FIRM WITH ANY DISCREPANCIES.
- CONTRACTOR SHALL VERIFY ALL FINAL CONNECTION LOCATIONS WITH T-MOBILE ENGINEER, RF ENGINEER, AND NET-OPS PRIOR TO INSTALLATION.
- CONTRACTOR TO USE #8-36PT TORQUE WRENCH WHEN INSTALLING AND TIGHTENING CONNECTORS TO INSURE PROPER FIT.
- CONTRACTOR TO ARRANGE NEW MODULE EQUIPMENT TO AVOID INTERFERING WITH SAFETY CLIMB.

NOTE:
STRUCTURAL ANALYSIS OF THE TOWER OR STRUCTURE HAS BEEN COMPLETED BY TAE, INC. ON 10/20/16. THE LOCATION AND MOUNTING SHOWN IN THE STRUCTURAL ANALYSIS SHOULD SUPERSEDE THESE DRAWINGS.

NOTE:
CONTRACTOR TO VERIFY ALL HEIGHTS AND ADJUSTMENTS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY T-MOBILE AND ENGINEERING FIRM OF ANY DISCREPANCIES BEFORE PROCEEDING.

NOTE:
CONTRACTOR SHALL SHOP PAINT ALL NEW ANTENNAS. COLOR WILL BE PROVIDED DURING THE MANDATORY INSPECTION. CONTRACTOR SHALL VERIFY ALL ANTENNAS BE GALVANIZED AND/OR PROVIDED IN A NON-CORRODING MATERIAL. ALL EXPOSED JOINTS, JOINTS AND OTHER WELDS SHALL BE PAINTED WITH AN EPOXY-BASED WHITE JACKETING OR TARED WHITE.

EXISTING ANTENNA PHOTO

TOWER PHOTO

TOWER ELEVATION

SCALE: 1/16"=1'-0"

1

NOTE:
A STRUCTURAL ANALYSIS OF THE TOWER OR
ANTENNA SUPPORT STRUCTURE SHALL BE
CONDUCTED BY A LICENSED STRUCTURAL
ENGINEER. THE ANALYSIS SHALL BE
BASED ON THE LOADS SHOWN IN THE
DRAWINGS. THE ANALYSIS SHALL BE
SUBMITTED TO THE CITY OF CHICAGO
FOR REVIEW AND APPROVAL PRIOR TO
CONSTRUCTION.

NOTE:
ANTENNA INFORMATION OBTAINED FROM
THE MANUFACTURER'S DATA SHEET
SHALL BE USED TO DETERMINE THE
WEIGHT OF THE ANTENNA. THE WEIGHT
SHALL BE USED TO DETERMINE THE
LOADS TO BE APPLIED TO THE TOWER
OR ANTENNA SUPPORT STRUCTURE.

NOTE:
THE INSTALLATION OF NEW EQUIPMENT WILL
BE PLACED BEHIND THE ANTENNAS AND IN A
MANNER THAT MAINTAINS THE HANDRAILS
AND GUARDRAILS. THE INSTALLATION
SHALL BE IN ACCORDANCE WITH THE
CITY OF CHICAGO'S GUIDELINES FOR
ACCESS.

NOTE:
CONTRACTOR SHALL SHOP PAINT ALL NEW
ANTENNAS. COLOR WILL BE PROVIDED
BY THE MANUFACTURER. THE CONTRACTOR
SHALL MAINTAIN THE HANDRAILS AND
GUARDRAILS. THE INSTALLATION SHALL
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CHICAGO'S GUIDELINES FOR ACCESS.

SECTION	LOCATION	TECHNOLOGY	AZIMUTH	RAD CENTER	ANTENNA MODEL #	MECHANICAL DOWN TILT	ELECTRICAL DOWN TILT	FIBER JUMPER LENGTH	RF JUMPER LENGTH	HCS & COAX	HCS LENGTH
ALPHA	A-1	LTE UMS PCS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-1	LTE UMS PCS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-1	LTE UMS PCS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-2	LTE 700	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-2	LTE 700	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-2	LTE 700	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-3	GSM PCS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-3	GSM PCS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-3	GSM PCS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-4	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-4	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-4	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-5	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-5	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-5	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-6	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-6	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-6	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-7	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-7	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-7	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-8	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-8	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-8	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

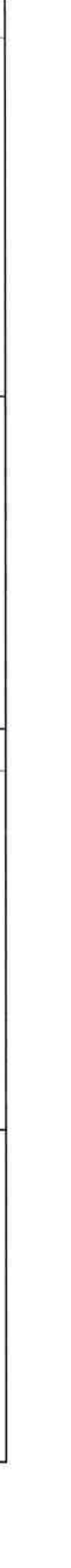
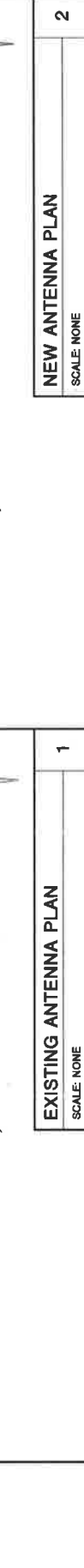
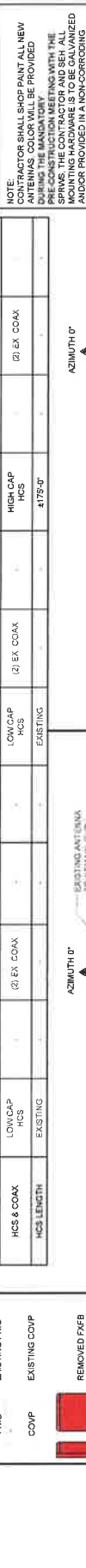
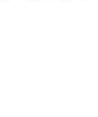
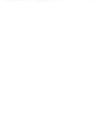
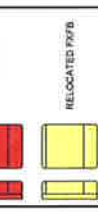
ALPHA	A-9	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-9	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-9	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-10	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-10	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-10	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-11	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-11	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-11	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-12	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-12	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-12	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING

ALPHA	A-13	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
BETA	B-13	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING
GAMMA	C-13	LTE AMS	175-0°	175-0°	EX ANDREW TMBX46517-02M	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING



T-Mobile
stick together
8550 BRYN MAWR AVENUE, SUITE 100
CHICAGO, ILLINOIS 60631

W-T

**W-T COMMUNICATION
DESIGN GROUP, LLC**

WIRELESS INFRASTRUCTURE

2015 Pagan Avenue
Northman Square, Suite C0192
Rt. 124, 2040331 FAX (214) 252-6664

SEAL:

PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NEW YORK.

[Signature]

DATE: 11-1-84 NAME: JAMES S. MURPHY EXPIRATION: 11-1-88

[illegible]

SITE INFORMATION:
STPL
WT-MCKNIGHT
A1N0030A
393 N. MCKNIGHT ROAD
SAINT PAUL, MN 55119
WE-2-00 N-3482-1162126

EQUIPMENT SPECIFICATIONS

SHEET NUMBER: **A-3**

PLOT SCALE: 1"=11' 3 1/2"

INTERTRACOS
 Figure 7
 FHFB rear view

Technical drawing of the FHFB rear view. The drawing shows a rectangular unit with various ports and antennas. Labels on the left side from top to bottom are: RXO 3, RXO 4, RET, EAC, OPT 2, OPT 1, RXO 2, and RXO 1. Labels on the right side from top to bottom are: ANT 4, ANT 3, ANT 2, and ANT 1. The unit has a central horizontal slot and several circular components.

Figure 7
 FHFB rear view

RF JUMPER CONNECTION DETAIL

SCALE: NONE




Diagram showing the connection of a cable tie to a block mounting. The cable tie is wrapped around the block mounting and secured with tape. The diagram includes labels for the cable tie, block mounting, and the tape used for securing the connection.

RF JUMPER MOUNTING DETAIL

SCALE: NONE

Coax Color Coding

Front of the Antenna

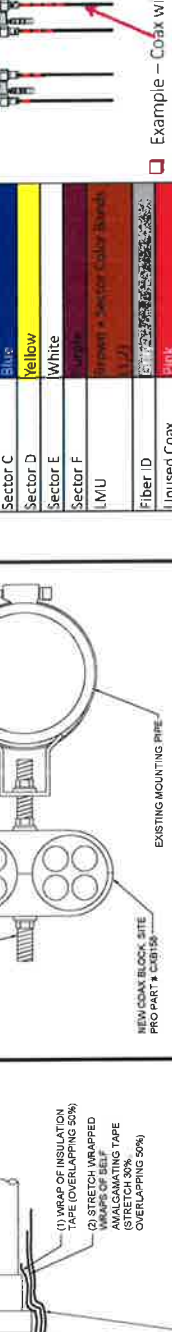


Diagram showing the color coding for coaxial cables. The diagram includes a table with columns for Sector A through Sector F, and a corresponding color key. The colors are: Sector A (Red), Sector B (Green), Sector C (Blue), Sector D (Yellow), Sector E (White), and Sector F (Black). The color key also includes: Fiber ID (Pink), Unused Coax (Orange), Microwave (Pink), and Downlink cable (Black).

COAX COLOR CODING

SCALE: NONE

Antenna #1: XX XX XX XX

Antenna #2: XX XX XX XX

Antenna #3: XX XX XX XX

Antenna #4: XX XX XX XX

Antennas will be labeled (back of antenna view) Right to left 1 - X ports

Coax/Jumper lines will be identified by sector color and by number of bands around the coax/jumper

Example - Coax with four bands of RED tape will represent Alpha sector and the 4th port of antenna.

stick together[®]

6555 BRYN MAWR AVENUE, SUITE 100
CHICAGO, ILLINOIS 60631

PLANS PREPARED BY:

WT

W-T COMMUNICATIONS
DESIGN GROUP, LLC

WHEELER DEAN INFRASTRUCTURE
2415 Prairie Avenue
St. Paul, MN 55119
PH: (773) 333-1333 FAX: (773) 333-1344
www.wtengr.com

SEAL

PROFESSIONAL ENGINEER
STATE OF MINNESOTA
EXPIRATION DATE: 12/31/2016
PROJECT: STPL
DATE: 11/03/16

DATE: 11/03/16

DESCRIPTION: STPL

WT-MCKNIGHT

A1N0030A

393 N. MCKNIGHT ROAD
SAINT PAUL, MN 55119
PROJECT NUMBER: 110030

SHEET TITLE:

GROUNDING
DETAILS

SHEET NUMBER:

GR-2

NOT USED

SCALE: NONE

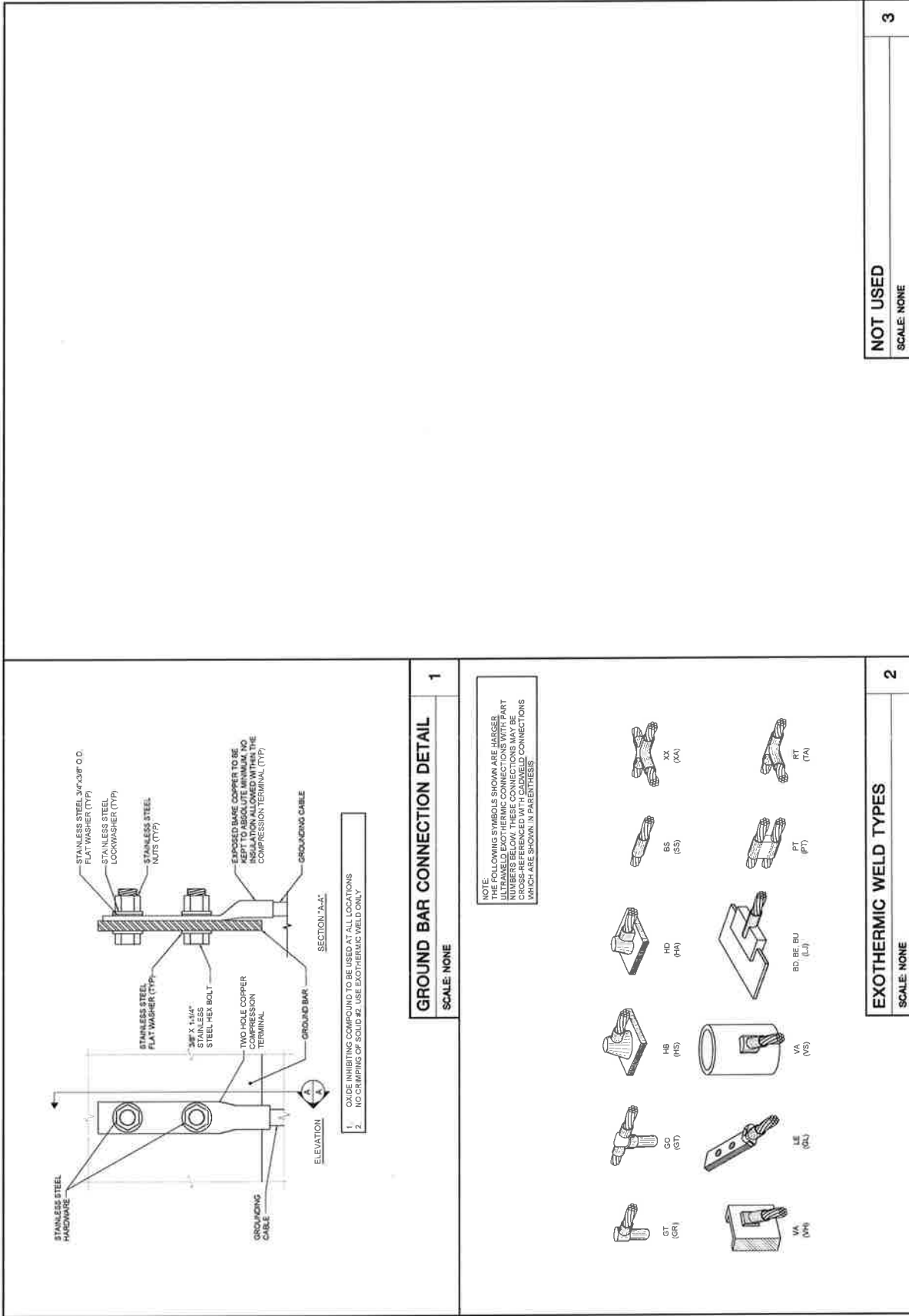


EXHIBIT "D"

T-Mobile Central LLC
A1N0030A
393 North McKnight Road, St. Paul, MN 55119-5307

Antenna Facilities and Frequencies

1. Shelter and Shelter Components

Shelter:	240 SF (12' x 20') leased area (fenced gravel compound)
Power plant (DC current):	240.120VAC, 125A with 26 position load center.
Battery supply back up:	2 strings of batteries (four batteries per string; 12 Volt 190Ah per battery.
Backhaul:	T-1 Switch Equipment: (1) 66 punch down block on backer board for T-1's; T-1 box/circuit (per telco provider) also attached to backer board; Fiber: 2" Sch 80 PVC conduit with fiber placed a minimum of 24" below ground between existing Zayo Handhole to T- Mobile Ground equipment lease area per Widseth Smith Nolting survey dated 5/16/15.
Commercial switch gear equipment:	N/A – located at T-Mobile Switch, not on site
Radio transmitters:	7-11 radios ranging from 2100/1900/700 MHz; frequencies are dependent upon the technologies utilized at each site.
Air conditioner:	N/A

2. Generators: N/A

3. Antennas

Quantity:	Total (12); (4) per sector
Type:	Panel Antennae
Manufacturer:	Andrew (9); Commscope (3)
Azimuths:	0°, 120°, 240°
Model:	(9) TMBXX-6517-A2M, (3) LNX-6515DS-A1M
Dimensions:	(9) 84.0" x 12" x 6.5" and (3) 96.4" x 11.9" x 7.1"
Weight:	(9) 44.4 lbs. ea. (3) 50.3 lbs. ea.
Type:	Panel
Centerlineoftheantenna:	99' +/- AGL

4. Coax Cable

Number of lines:	(14) Total; (13) coax, (1) hybrid
Type:	(13) coax, (1) hybrid
Size:	(13) 1-5/8", (1) 1.584"

5. Tower Mounted Amplifiers (TMAs)

Quantity:

N/A

(3) Total, (1) per sector for lease entitlements only – not installed

Manufacturer:

Model:

Dimensions:

Weight:

Mounting:

6. Diplexers**N/A**

Quantity:

Manufacturer:

Model:

Dimensions:

Weight:

Mounting:

7. Remote Radio Heads (RRHs)

Quantity:

(9) Total; (3) per Sector

Manufacturer:

Nokia

Model:

(3) FRIG (Tank), (3) FHFB (Tank); (3) FXFB

Dimensions:

(3) 18.9" x 15.2" x 6", (3) 34.3" x 12.6" x 7.8"; (3) 5.2" x 16.6" x 17.6"

Weight:

(3) 57.3 lbs. (3) 51.0 lbs. (3) 55.1 lbs

Mounting:

Pipe

8. Distribution Box (COVP)

Quantity:

(4) Total, (3) on tank, (1) in ground lease area

Manufacturer:

RayCap or similar

Model:

RNSDC-7771-PF-48

Dimensions:

18.85" x 16.08" x 5.83"

Weight:

14.85 lbs. each

9. Sector Box**N/A**

Quantity:

Manufacturer:

Model:

Dimensions:

Weight:

10. Hybrid Cable

Type:

Number of Lines:

11. Frequencies

Band	Frequencies (TX and RX)	Antenna Gain	ERP
700A	(698-704 and 728-734)	16.61	1928.7
PCS B	(1870-1885 and 1950-1965)	16.61	1928.7
PCS D	(1865-1870 and 1945-1950)	16.61	1928.7
AWS D	(1735-1740 and 2135-2140)	16.61	1928.7
AWS E	(1740-1745 and 2140-2145)	16.61	1928.7

EXHIBIT "E"

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

- 1.01 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.

b) Emergencies

1. Contact Engine Room 651-266-1660.
2. 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.
3. If company is authorized, PE II will make arrangements with the Distribution after-hours Turn-On truck to allow for access at the site.
4. Distribution personnel will be responsible to verify the identity of the agent(s) and to monitor agent(s') activity at the site.
5. 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.

1.02 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.

1.03 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.

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

3.01 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.

3.02 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.
- b) Key audits will be conducted at least once each calendar year.
 - 1. 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.
 - 2. 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. Lost keys must be reported immediately to SPRWS by contacting the Engine Room at 651-266-1660.
 - 3. Repeated losses may result in deposit requirements, as may be determined necessary by SPRWS staff.

4.0 SPRWS CONTACTS

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:

- 1) Notify SPRWS Engine Room at 651-266-1660 of need to access site.
- 2) Engine Room Pumping Engineer will verify that contractor has an agreement to be on a particular site.
- 3) 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.
- 4) Contractor will need to produce IDs and work orders.
- 5) If OK, crew will allow for access.
- 6) Repeated emergencies will be cause for SPRWS to bill the contractor or deny access.
- 7) Contractor will call Engine Room when leaving site.

- End -

Exhibit "F"
Memorandum of Lease Recording

DRAFTED BY
AND RETURN TO:

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

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of this _____ day of _____, 20__, 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 **T-Mobile Central LLC**, 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 393 North McKnight Road, City of Saint Paul, County of Ramsey, State of Minnesota, and more particularly described in Section 4 of this Memorandum, and on the terms and conditions more particularly set forth in, that certain Site Lease Agreement dated _____, 20__ (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, 2017, and terminate on December 31, 2021. Lessee shall have the right to extend the Lease for three (3) additional five (5) year terms.
3. The Lease provides in part the grant of a non-exclusive easement for unrestricted rights of access and to electric and telephone facilities.

EXHIBIT "F"

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

LEGAL DESCRIPTION OF OWNER'S PROPERTY:

Section 35, Township 29, Range 22. W 250 FT of E 283 FT of S 300 FT of N 1190 FT of SE ¼ of Sec 35, TN 29, RN 22.

(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**
EIN 41-6005521

By DO NOT EXECUTE _____
Matt Anfang, President

By DO NOT EXECUTE _____
Mollie Gagnelius, Secretary

Date _____

CITY OF SAINT PAUL

By DO NOT EXECUTE _____
Kristin Beckmann, Deputy Mayor

By DO NOT EXECUTE _____
Shari Moore, City Clerk

By DO NOT EXECUTE _____
Todd Hurley, Director
Office of Financial Services

Date _____

Lessee:

Approved:

By _____
Its Legal Counsel

T-Mobile Central LLC

By DO NOT EXECUTE _____
Hossein Sepehr, Area Director, Network
Engr & Ops

Date _____

ACKNOWLEDGEMENTS

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Matt Anfang, President of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Mollie Gagnelius, Secretary of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

CITY OF SAINT PAUL

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Kristin Beckmann, Deputy Mayor of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Shari Moore, City Clerk of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Todd Hurley, Finance Director of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

EXHIBIT "F"

LESSEE

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I certify that I know or have satisfactory evidence that HOSSEIN SEPEHR is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the AREA DIRECTOR, NETWORK ENGINEERING AND OPERATIONS of T-MOBILE CENTRAL LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Witness my hand and official seal.

Notary Public