

WATER TOWER LEASE AGREEMENT

This Lease Agreement, made this 12th day of June, 2001, between the City of Ramsey, a Minnesota Municipal Corporation, 15153 Nowthen Boulevard, Ramsey, Minnesota, 55303, Tax ID #41-0910476 ("LESSOR"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a limited liability company, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey, 07921, ("LESSEE"). The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. LEASED TOWER SITE. LESSOR owns a Water Tower ("Tower"), located in the City of Ramsey, Anoka County, State of Minnesota, on real property legally described as follows:

That part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota described as follows: Commencing at the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence Easterly on an assumed bearing of North 89 degrees 51 minutes 23 seconds East, along the Southerly line of said Northeast Quarter of the Southwest Quarter a distance of 469.93 feet; thence Northerly a distance of 208.74 feet along a nontangential curve concave to the West having a radius of 260.00 feet, a central angle of 46 degrees 00 minutes 00 seconds and the chord of said curve bears North 5 degrees 12 minutes 55 seconds East and is 203.18 feet in length; thence North 17 degrees 47 minutes 05 seconds West, tangent to said curve a distance of 50.00 feet; thence Northerly a distance of 151.47 feet along a tangential curve concave to the East having a radius of 340.00 feet and a central angle of 25 degrees 31 minutes 31 seconds to THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; thence Northeasterly a distance of 178.48 feet along the continuation of said curve having a radius of 300.00 feet and a central angle of 30 degrees 04 minutes 38 seconds to the intersection with the Southwesterly right-of-way line of County State Aid Highway No. 5; thence Northwesterly a distance of 52.63 feet along said right-of-way line on a nontangential spiral offset curve concave to the Northeast having a chord which bears North 46 degrees, 28 minutes, 58 seconds West and is 52.63 feet in length; thence North 46 degrees 24 minutes 34 seconds West, along said right-of-way line and tangent to said curve, a distance of 147.60 feet; thence South 43 degrees 35 minutes 26 seconds West a distance of 200.00 feet; thence South 46 degrees 24 minutes 34 seconds East a distance of 214.29 feet; thence South 82 degrees 15 minutes 34 seconds East a distance of 60.00 feet to the point of beginning.

(the "Tower Site")

LESSOR hereby leases to LESSEE the following:

- (a) A parcel of land 720 square feet as shown on **EXHIBIT A** attached hereto and made a part hereof, which is a 20 foot by 36 foot parcel of land contained within the Tower Site and which 20 foot by 36 foot parcel of land is the Leased Real Property (the "Leased Real Property");
- (b) The non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day over and across the LESSOR's existing access to the Tower Site from Dysprosium Street NW (the "Access Easement");
- (c) A portion of the LESSOR's water tower located on the Tower Site between a minimum height of 20 feet and a maximum height of 160 feet measured from grade as more particularly shown on **EXHIBIT C** attached hereto and made a part hereof, on which directional antennas, connecting cables and appurtenances will be attached and located, the exact location of each to reasonably be approved by LESSOR's Street Maintenance Supervisor, together with a non-exclusive easement for reasonable access thereto and for adequate utility services, including sources of electric and telephone facilities also shown on **EXHIBIT C** (the "Leased Water Tower Space").

The "Leased Real Property", the "Access Easement" and the "Leased Water Tower Space" are all collectively referred to herein as the "Leased Premises".

LESSOR hereby grants permission to LESSEE to install, maintain and operate communications equipment on the Leased Premises.

LESSEE shall provide LESSOR with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all antenna facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and antenna facilities actually placed on the Leased Premises.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Tower Site, and said survey shall then become **EXHIBIT B** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **EXHIBIT A**. Cost for such work shall be borne by the LESSEE.

3. TERM. This Lease Agreement shall be effective as of the date of execution by both parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due. The annual rental rate shall be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Lease Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by LESSOR, whichever event occurs last.

The annual rental rate for the first year following the Commencement Date shall be Twenty-Four Thousand and 00/100 Dollars (\$24,000). The annual rental for the second year and each succeeding year shall be increased to the annual rental determined thereof by a formula as follows:

Renewal Rent = (Basic Rent) + ((IR-IL)/IL X Basic Rent)

Definitions: IR is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the second year and each succeeding year commence.

IL is the Consumer Price Index for the month which is three 3 months immediately preceding the month in which this Lease commenced.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) - U.S. City average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the rent for the second year and each succeeding year shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as LESSOR and LESSEE may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the LESSOR.

4. EXTENSIONS. This Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. USER PRIORITY. LESSEE agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease Agreement is in effect, and LESSEE's use shall be subordinate accordingly:

- (a) LESSOR;
- (b) Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the LESSOR;
- (c) Other governmental agencies where use is not related to public safety; and
- (d) Government-regulated entities whose antennae offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or television broadcasters.

6. TERMINATION BY LESSOR. The LESSOR may terminate this Lease Agreement if it determines that any one of the following conditions exist:

Handwritten notes:
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24,200
2003²⁰
May 30 (June 17) 02
175.8
May 30, 2001
174.4

- (a) A potential user of the Tower with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use by LESSEE;
- (b) LESSEE's frequency broadcast unreasonably interferes with other users of a higher priority, regardless of whether or not this interference was adequately predicated in the technical analysis; or
- (c) LESSEE violates any of the standards of LESSOR's Ordinance 97-08 or any amendments thereto or the other conditions contained herein.

Before taking action, the LESSOR will provide thirty (30) days notice to the LESSEE of the intended termination and the reasons for it, and provide an opportunity for the LESSEE to address the LESSOR regarding the proposed action. This procedure need not be followed in emergency situations.

7. LEASE TERMINATION. Except as otherwise provided herein, this Lease Agreement may be terminated upon thirty (30) days written notice to the other Party as follows:

- (a) By either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default to the other Party (without, however, limiting any other rights of the Parties pursuant to any other provisions hereof);
- (b) By LESSOR, upon 120 days' prior written notice to LESSEE, if its Council decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by LESSEE and/or discontinue use of the Tower for all purposes;
- (c) By LESSOR if it determines that the Tower is structurally unsound, including, but not limited to, consideration of age of the Tower, damage or destruction of all or part of the Tower on the Leased Premises from any source, or factors relating to condition of the Leased Premises;
- (d) By LESSOR if it determines that a potential user with a higher priority under subparagraph 6(a) above cannot find another adequate location, or the antenna facilities unreasonably interfere with another user with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application process, provided that for a one year period after termination under this subparagraph, LESSOR shall not lease the Leased Premises to another party with equal or lesser priority for the same use as that of LESSEE. In the event LESSOR is unable to eliminate the interference, or reduce it to a level acceptable to LESSEE within a period of thirty (30) days, then LESSEE may terminate this Lease Agreement by giving thirty (30) days written notice to LESSOR. In the event LESSOR becomes aware of significant interference, LESSOR will give LESSEE written notice of the same.
- (e) By LESSOR if it determines that LESSEE has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to Government Approvals granted thereunder, after a public hearing before the LESSOR's Council including revocation of the conditional use permit issued by the LESSOR'S Council in favor of LESSEE dated April 24, 2001.

8. PAYMENT FOR UTILITIES. LESSEE shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

9. LIMITATION OF LESSOR'S LIABILITY. If LESSOR terminates this Lease Agreement other than as of right as provided in this Lease Agreement, or LESSOR causes interruption of the business of LESSEE or for any other LESSOR breach of this Lease Agreement, LESSOR's liability for damages to LESSEE shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of LESSEE as a going concern, future expectation of profits, loss of business or profit or related damages to LESSEE.

10. TEMPORARY INTERRUPTIONS OF SERVICE. If LESSOR determines that continued operation of the antenna facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), LESSOR may order LESSEE to discontinue its operation. LESSEE shall immediately comply with such an order.

Service shall be discontinued only for the period that the immediate threat exists. If LESSOR does not give prior notice to LESSEE, LESSOR shall notify LESSEE as soon as possible after its action and give its reason for taking the action. LESSOR shall not be liable to LESSEE or any other party for any interruption in LESSEE's service or interference with LESSEE's operation of its antenna facilities, except as may be caused by the willful misconduct of the LESSOR, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, LESSEE shall have the right to terminate this Lease Agreement within its sole discretion.

11. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Leased Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Leased Real Property at the discretion of LESSEE (not including the Access Easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE, **EXCEPT** that LESSEE shall be obligated to comply with all those conditions and terms of the Conditional Use Permit ("CUP") dated April 24, 2001 issued by LESSOR's Council. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Lease Agreement provided that any replacement(s) shall not increase tower loading on the water tower and subject to LESSOR's written approval. LESSEE will maintain the Leased Premises in a good condition, reasonable wear and tear excepted. LESSOR will maintain the Tower Site, excluding the Leased Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Leased Premises is contingent upon it obtaining, after the execution date of this Lease Agreement, all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring

tests which will permit LESSEE use of the Leased Premises as set forth above. LESSOR shall reasonably cooperate with LESSEE in its effort to obtain such approvals. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Leased Premises for its intended purposes or the LESSEE determines that the Leased Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Lease Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Lease Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

12. ACCESS TO TOWER SITE. LESSOR agrees the LESSEE shall have free access to the Tower Site at all times for the purpose of installing and maintaining its equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Tower.

13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in reasonable repair as required by all federal, state, county and local laws for its intended use as a water storage facility. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

LESSEE shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in reasonable repair and in a manner suitable to LESSOR so as not to conflict with the use of the surrounding premises by LESSOR. LESSEE shall not unreasonably interfere with the operations of any prior tenant using the structure and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by LESSOR.

LESSEE shall use no materials in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by LESSEE by using a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

LESSEE shall restore to as good or better condition any part of the Leased Premises which are impacted or affected by LESSEE's construction on the Leased Premises.

14. ADVANCES IN TECHNOLOGY. As technology advances and improved antennas are developed which are routinely used in LESSEE's business, LESSOR may require, in its sole discretion, the replacement of existing antennas with the improved antennas if the new

antennas are more aesthetically pleasing or otherwise foster a public purpose, as long as the installation and use of the improved antennas are practical and technically feasible at this location.

15. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment of the LESSOR or other lessees of the Leased Premises existing as of the date this Lease Agreement is executed by the Parties. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference and failing thereto, LESSOR may terminate this Lease Agreement upon thirty (30) days written notice to LESSEE. LESSOR agrees that LESSOR and/or any other tenants of the Leased Premises who in the future take possession of the Leased Premises will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE subject to the provisions of section 6. above.

Before installation of its equipment, and before obtaining a building permit, LESSEE, at LESSEE's expense, shall obtain a radio frequency interference study performed by an independent and qualified professional selected by LESSOR showing that LESSEE's intended use will not interfere with existing communications facilities. If the study finds that there is a potential for interference that cannot be reasonably remedied, LESSOR may terminate this Lease Agreement immediately and refund the initial rental to LESSEE.

16. LESSEE COMPLIANCE. All installations and operation in connection with this Lease Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the City of Ramsey, Anoka County and State of Minnesota. Under this Lease Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

17. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Premises by the other Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by LESSOR or for which LESSOR may be liable in the performance of this Lease Agreement, except those which arise solely from the negligence, willful misconduct, or other fault of LESSOR. LESSEE shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of LESSEE's antenna facilities, equipment and related facilities on the Leased Premises.

18. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Leased Premises, resulting

from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

19. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Lease Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Leased Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Leased Premises after termination of this Lease Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Leased Premises.

21. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Leased Premises and has full authority to enter into and execute this Lease Agreement.

22. INTEGRATION. It is agreed and understood that this Lease Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Lease Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Lease Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease Agreement or to exercise any of its rights under the Lease Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease Agreement, either in law or in equity.

23. ADDITIONAL MAINTENANCE EXPENSES. Upon notice from LESSOR, LESSEE shall promptly pay to LESSOR all additional LESSOR expenses incurred in maintaining the Leased Premises, including painting or other maintenance of the Leased Premises that are caused by LESSEE's occupancy of the Leased Premises.

24. GOVERNING LAW. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Minnesota.

25. ASSIGNMENT. This Lease Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the 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 Federal Communications Commission in which the Leased Premises is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Ramsey
15153 Nowthen Boulevard
Ramsey, MN 55303
Attention: City Administrator

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

27. SUCCESSORS. This Lease Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

29. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Lease Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default

against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

30. ENVIRONMENTAL.

- (a) LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Leased Premises, unless such conditions or concerns are caused by the activities of the LESSEE.
- (b) LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Leased Premises or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.
- (c) LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Leased Premises, unless such conditions or concerns are caused by the activities of the LESSOR.
- (d) LESSEE shall hold LESSOR harmless and indemnify the LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSOR;

and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Leased Premises or activities conducted thereon, unless such environmental conditions are caused by the LESSOR.

- (e) LESSEE represents and warrants that its use of the Leased Premises will not generate and LESSEE will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any hazardous materials, unless LESSEE specifically informs LESSOR thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as LESSEE becomes aware of the existence of hazardous materials on the Leased Premises. The obligations of this representation and warranty shall survive the expiration or other termination of this Lease Agreement.

31. CASUALTY. In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Leased Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Leased Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Leased Premises, terminate this Lease Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease Agreement. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

32. CONDEMNATION. In the event of any condemnation of the Leased Premises, LESSEE may terminate this Lease Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Leased Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Leased Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease Agreement.

33. APPLICABLE LAWS. LESSEE shall use the Leased Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Leased Premises in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Leased Premises.

34. LIMITATION OF LIABILITY. Nothing in the Lease Agreement shall be deemed a waiver of any limitation of liability or defenses under Minnesota Statutes Chapter 466 or any other provision of law.


35. SURVIVAL. The provisions of the Lease Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease Agreement. Additionally, any provisions of this Lease Agreement which require performance subsequent to the termination or expiration of this Lease Agreement shall also survive such termination or expiration.

36. CAPTIONS. The captions contained in this Lease Agreement are inserted for convenience only and are not intended to be part of the Lease Agreement. They shall not affect or be utilized in the construction or interpretation of the Lease Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their irrespctive seals the day and year first above written.


LESSOR:

City of Ramsey, a Minnesota
Municipal Corporation


By: 
Print Name: Thomas G. Gamec
Its Mayor

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
By Cellco Partnership, its sole member

By: 
Print Name: MICHAEL D. MURPHY
Its AREA NETWORK VP-MIDWEST

AND

By: 
Print Name: James E. Norman
Its City Administrator

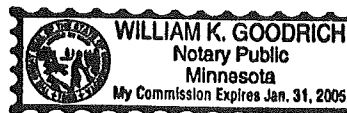
[acknowledgements on following page]

CITY ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 12 day of June 2001, by Thomas G. Gamec and James E. Norman, respectively the Mayor and City Administrator of the City of Ramsey, a Minnesota Municipal Corporation, the City that executed the foregoing instrument, acknowledged said instrument to be the free and voluntary act and deed of the City of Ramsey, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of the City of Ramsey.

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



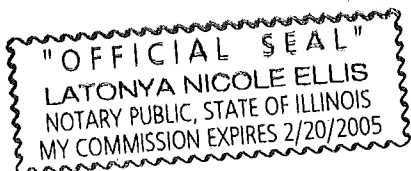
William K. Goodrich
Print or Type Name: _____
Notary Public in and for the State of Minnesota
residing at _____
My Commission Expires: 01/31/2005

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 15th day of AUGUST 2001, before me, the undersigned, a Notary Public in and for the State of ILLINOIS, duly commissioned and sworn, personally appeared MICHAEL IRIZARRY, to me known to be an authorized representative of Cellco Partnership, the sole member of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a limited liability company, 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, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Latonya Ellis
Print or Type Name: Latonya Ellis
Notary Public in and for the State of ILLINOIS
residing at Chicago
My Commission Expires: 2/20/05

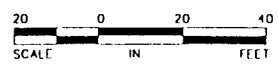
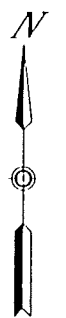
BOUNDARY, TOPOGRAPHIC, LOCATION AND UTILITY SURVEY FOR:

VERIZON WIRELESS

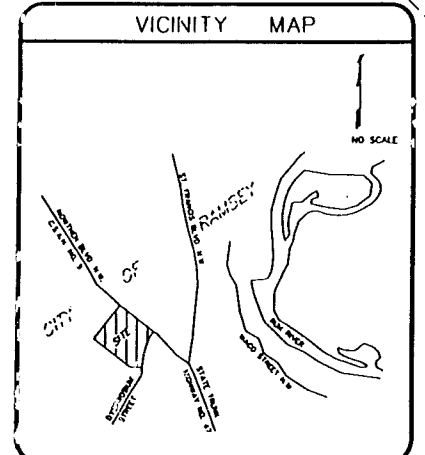
LEGEND

- AGP Denotes above ground pipe
- DIP Denotes ductile iron pipe
- EM Denotes electric meter
- FF Denotes first floor elevation
- G Denotes gutter elevation
- GAS Denotes gas line
- GP Denotes guard post
- CW Denotes curb wire
- IHH Denotes hand hole
- HYD Denotes fire hydrant
- OH ELEC Denotes overhead electric line
- PPLP Denotes power and light pole
- RCP Denotes reinforced concrete pipe
- ST S Denotes storm sewer
- STA Denotes survey control station
- TC Denotes top of curb elevation
- UC E Denotes underground electric line
- UC T Denotes underground telephone line
- W Denotes water line
- WMH Denotes water manhole
- WV Denotes water valve
- ARB Denotes Arborvitae
- BR Denotes Birch tree
- CRAB Denotes Crabapple tree
- SPCG Denotes Colorado Green Spruce tree
- TR Denotes deciduous tree

COUNTY STATE AID HIGHWAY NO. 5
(NOWTHEN BOULEVARD)



THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25



THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25

THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 25, T 32, R 23, ANOKA COUNTY.

Coordinates for the center of the water tower per NAD 83 coordinate conversion are as follows:

LATITUDE AND LONGITUDE	
Latitude = N 45°13'54.8"	Longitude = W 93°24'09.1"
MINNESOTA STATE PLANE - SOUTH ZONE	
NORTHING = 1142202.0	EASTING = 2778599.4

PROPOSED LEASE PARCEL DESCRIPTION

That part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota, described as commencing at the northwest corner of the Southwest Quarter of Section 25, thence South 0 degrees 49 minutes 54 seconds West, assumed bearing, along the west line of said Southwest Quarter of Section 25 a distance of 467.12 feet, thence South 79 degrees 04 minutes 30 seconds East a distance of 1723.13 feet, to the point of beginning of the parcel to be described, thence continuing South 79 degrees 04 minutes 30 seconds East a distance of 25.00 feet; thence South 10 degrees 55 minutes 30 seconds West a distance of 48.00 feet, thence North 10 degrees 55 minutes 30 seconds East a distance of 48.00 feet, to the point of beginning.

PROPOSED ACCESS EASEMENT DESCRIPTION

A 20.00 foot easement over, under and across that part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota, the centerline of said easement is described as commencing at the northwest corner of the Southwest Quarter of Section 25; thence South 0 degrees 49 minutes 54 seconds West, assumed bearing, along the west line of said Southwest Quarter of Section 25 a distance of 467.12 feet, thence South 79 degrees 04 minutes 30 seconds East a distance of 1748.13 feet; thence South 10 degrees 55 minutes 30 seconds West a distance of 13.76 feet, to the point of beginning of said centerline to be described, thence South 79 degrees 04 minutes 30 seconds East a distance of 49.93 feet; thence South 61 degrees 32 minutes 51 seconds East a distance of 34.46 feet, to the westerly right of way line of Dysprosium Street and said centerline there terminating. The sidelines of said easement are to be prolonged or shortened to terminate at said westerly right of way line of Dysprosium Street.

PROPERTY DESCRIPTION

Per Burnet Title Commitment File No. LP3713a/00-29850 (Policy No. 163200-29850)

That part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota, described as follows: Commencing at the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence Easterly on an assumed bearing of North 89 degrees 51 minutes 23 seconds East, along the Southern line of said Northeast Quarter of the Southwest Quarter a distance of 459.93 feet; thence Northerly a distance of 208.74 feet along a non-tangential curve concave to the West having a radius of 260.00 feet, a central angle of 46 degrees 00 minutes 00 seconds and the chord of said curve bears North 5 degrees 12 minutes 55 seconds East and is 203.18 feet in length; thence North 17 degrees 47 minutes 05 seconds West, tangent to said curve, a distance of 50.00 feet; thence Northerly a distance of 151.47 feet along a longtential curve concave to the East having a radius of 340.00 feet and a central angle of 25 degrees 31 minutes 31 seconds to the POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; thence Northeasterly a distance of 178.48 feet along the continuation of said curve having a radius of 340.00 feet and a central angle of 30 degrees 04 minutes 38 seconds to the intersection with the Southwesterly right-of-way line of County State Aid Highway No. 5; thence Northwesterly a distance of 52.63 feet along said right-of-way line on a non-tangential spiral offset curve concave to the Northeast having a chord which bears North 46 degrees 28 minutes 58 seconds West and is 52.63 feet in length; thence North 46 degrees 24 minutes 34 seconds West, along said right-of-way line and tangent to said curve, a distance of 147.60 feet; thence South 43 degrees 35 minutes 26 seconds West a distance of 200.00 feet; thence South 46 degrees 24 minutes 34 seconds East a distance of 214.29 feet; thence South 82 degrees 15 minutes 34 seconds East a distance of 60.00 feet to the point of beginning.

NOTE: The radius of 300.00 feet per the Legal Description contained in the title commitment has been changed to 340.00 as shown hereon underlined so that it is a continuation of the 340.00 radius curve.

NOTES:

- 1.) Location and sizes of underground utilities shown hereon are approximate only and are shown based on field location of visible fixtures in combination with available data provided by various sources. Some underground utility locations are shown as marked onsite by those utility companies whose locators responded to our Gopher State One Call, ticket number 50898. Utilities shown are dependent on the completeness and accuracy of data provided. Other underground utilities of which we are unaware may exist. Verify all utilities critical to construction or design.
 - 2.) Contact GOPHER STATE ONE CALL at 651-431-0002 for precise onsite location of utilities prior to any excavation.
 - 3.) Burnet Title Commitment for Title Insurance File No. LP3713a/00-29850, effective date October 19, 2000, was relied upon as to matters of record.
 - 4.) The subject property lies within Zone C, (area of minimal flooding), per the National Flood Insurance Program, Flood Insurance Rate Map Community Panel No. 2706E1C020 B, dated November 1, 1979.
 - 5.) Area = 45,911% Square feet or 1.0377% Acres.
 - 6.) Zoning and setback information as provided by the Community Development Department of the City of Ramsey.
- The subject property is zoned B-1 (Business District).
- The setbacks for zone B-1 (Business District) are:
- Building:
Front: 35 feet
Side: 10 feet, side for corner lot 20 feet
Rear: 35 feet
- Major and minor arterials 60 feet from centerline of road right-of-way plus the local applicable setback
- From service road 35 feet
- Business uses shall not be located closer to an R-1R, R-1U, R2-U district boundary than specified below:
Structures: 35 feet
Off-street parking, driveways and outside sales and display areas 35 feet
- See City of Ramsey for complete setback requirements.
- 8.) Survey coordinate and bearing basis: Anoka County Coordinate System.
Bearings shown in parenthesis are per description.
 - 9.) Benchmarks:
(Elevations shown are based on Anoka County control)
 - 1.) Mn Dot monument isles located at the intersection of Nowthen Boulevard and Dysprosium Street.
Elevation = 884.62 feet
 - 2.) Top nut of fire hydrant located at the southeasterly property corner.
Elevation = 884.80 feet
 - 10.) No indication of welland delineation by qualified welland specialist has been located or observed on site.

We hereby certify that this is a true and correct representation of a survey of the boundaries of the land above described and of the location of all buildings, if any, from or on said land.

Dated this 25th day of June, 2001.

SUNDE LAND SURVEYING, LLC
By John K. Barnes, R.L.S. Minn Reg No 16456

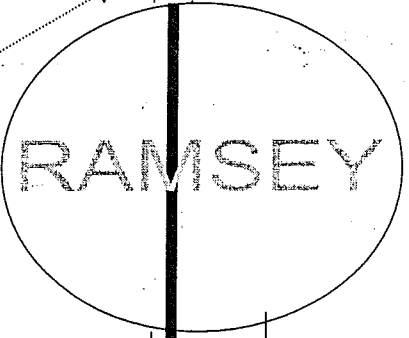
Sunde Land Surveying, LLC.
9001 East Bloomington Freeway (35W) • Suite 118
Bloomington, Minnesota 55470-3435
Business: 952/881-2455 • FAX: 952/888-9376

MIN ISOTOPE
COUNTY ROAD 5 & DYSPROSIUM ST.
Ramsey, Minnesota

EXHIBIT A
(Sketch of Property)

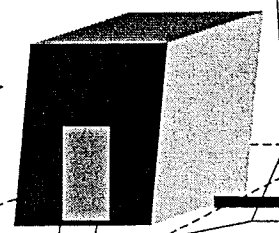
City of Ramsey WT
Preliminary SITE SKETCH

Pre-Existing antennas to be repositioned (as needed) through negotiations between Verizon and the antenna owner(s)



Coaxial Cable Run

Verizon 12' x 30' washed aggregate equipment building



36'
20'

20' x 36' leased ground space

Driveway access

N
O
W
T
H
E
N

B
L
V
D

Dysprosium Street NW

Exhibit B



John K. Barnes, P.L.S., *Principa*
Mark S. Hanson, P.L.S., *Principa*
Scott J. Soukup, P.L.S., *Principa*
Edward H. Sunde, P.L.S., *Associate*

MIN ISOTOPE

County Road 5 and Dysprosium Street
Ramsey, MN

June 25, 2001

OVERALL PROPERTY DESCRIPTION

Per Burnet Title Commitment File No. LP3713a/00-29850 (Policy No. 163200-29850)

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EXHIBIT C
(Leased Water Tower Space)

[Construction documents to be added]

REC'D AUG 08 2003

RANDALL, DEHN & GOODRICH

ATTORNEYS AT LAW
2140 FOURTH AVENUE NORTH
ANOKA, MINNESOTA 55303-2268

GERALD M. RANDALL
WILLIAM K. GOODRICH
DOUGLAS J. DEHN†
THOMAS M. FITZPATRICK

TELEPHONE (763) 421-5424
FACSIMILE (763) 421-4213
† REAL PROPERTY LAW SPECIALIST
CERTIFIED BY MINNESOTA STATE
BAR ASSOCIATION
bgood@rdglaw.com

August 7, 2003

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

Attention: Network Real Estate

Re: ***City of Ramsey, Minnesota/Verizon Wireless June 12, 2001
Water Tower Lease Agreement***

Dear Sir/Madam:

I represent the City of Ramsey, Minnesota (the "City"). The City and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Verizon") entered into a Water Tower Lease Agreement dated June 12, 2001 (the "Lease"). The Lease provides for the City as lessor to lease to Verizon as lessee, certain space on and about the City's Dysprosium Street water tower.

The Lease provides for an annual rental of \$24,000.00 for the first year and CPI increase of approximately .08% during the second year for a total annual rent in the second year of \$24,199.66. Per the Lease the initial rent was to be paid in monthly installments of \$2,000.00 each commencing September 1, 2001 which date is the first day of the month following the date Verizon was granted a building permit by the City. See attached City building permit dated August 27, 2001.

To date Verizon has paid NO rental payments to the City. Therefore, Verizon's total delinquent rent through August 1, 2003 is \$46,183.04 (\$24,000.00 first year plus \$22,183.04 for 11 months of second year).

The City hereby makes demand on Verizon for the delinquent rent of \$46,183.04. The City requires the delinquent rent to be paid on or before September 1, 2003. Your failure to comply will cause the City to pursue its default remedies as defined in the Lease.

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Page 2
August 7, 2003

Thank you for your prompt attention to this matter

Very truly yours,

William K. Goodrich

WKG/gb

Enclosure

cc: James E. Norman
Ramsey City Administrator

Diana Lund
Ramsey Finance Officer

Mark B. Peterson
MOSS & BARNETT
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129
Attorney for Verizon

James A. Nelson
Wireless Site Resources
122 East Golden Lake Lane
Circle Pines, MN 55014
Agent for Verizon

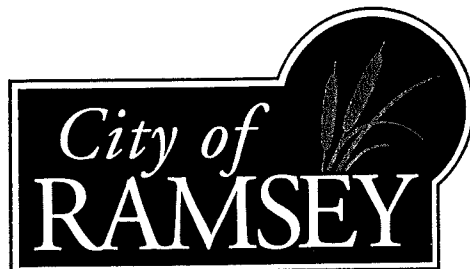
PERMIT # 01-292

NEW CONSTRUCTION BUILDING PERMIT APPLICATION CITY OF RAMSEY

APPLICANT TO COMPLETE NUMBERED SPACES ONLY AND SIGN AT THE BOTTOM.

1. Job Address CO ED. S + DYSPROSIUM ST NW 14391 DYSPROSIUM	
2. Legal Desc. Lot Block Subdivision	Property Identification Number (PIN) 25-3225-31-0001
3. Owner VEERON WIRELESS	Address: 8401 WAYZATA BLVD. ST. LOUIS PARK, MN 55411 Home Phone: _____ Work Phone: 763-545-5541
4. Contractor DESIGN 1 OF EDINA	Address: 9473 VALLEY VIEW RD. EDEN PRAIRIE, MN 55423 Phone: 952-903-9299
5. Architect/Designer/Engineer SAME AS CONTRACTOR	Address: _____ Phone: _____ License Number: 12427
6. Use of Structure CELLULAR EQUIPMENT	Size of Structure 12' x 30'
8. Class of Work <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Alteration <input type="checkbox"/> Repair <input type="checkbox"/> Move <input type="checkbox"/> Remove In Rural Areas: For Addition of Bedrooms a Sepsic System Assessment is Required	
9. Describe Type of Work 10. PREFAB BLDG. ANTENNA PLACEMENT.	
11. Change of Use/Occupancy From _____ To _____	
13. Valuation of Work \$15,000	
14. If Addition or Accessory Structure, Type of Material to be Used	
15. If new home or commercial structure, the following are required at time of application: <ul style="list-style-type: none"> • Building Plans (2 Sets) • Energy Calculations • Certificate of Lot Survey • Sub-Contractor List • Soil Borings and Perc Test Required in Rural Areas • All plans for commercial buildings must be signed by an Architect and/or Engineer registered under the Laws of the State of Minnesota 	Type of Const. <u>V-N</u> Occupancy Group <u>S-2</u> Division _____ Size of Bldg. (Total) Sq. Ft. <u>460</u> No. Of Stories <u>1</u> Maximum Occ. Load _____ Fire Zone _____ Use Zone _____ Fire Sprinklers Required: Yes No Number of Dwelling Units _____ Off Street Parking Spaces: Covered: _____ Uncovered: _____ Special Approvals: Required _____ Received _____ Not Required _____ Zoning _____
	Health Dept.
	Fire Dept.
	Soil Report
	Other (Specify)
	Permit Fee <u>18.00</u>
	Plan Check Fee
	Surcharge <u>5.00</u>
	W.A.C.
	S.A.C.
Signature of Contractor or Owner/Applicant <i>Sara Paul</i> Date: <u>8/23/01</u>	Plan Check By <u>G</u>
Printed Name of Contractor or Owner/Applicant SARA PAUL	Approved For Issuance By <u>(Signature)</u>
Special Conditions: This Application becomes the permit when signed by the Building Official or Agent.	Date Paid: <u>08/27/01</u>
Building <u>01-292</u> Plumbing Mechanical Sepsic Sewer Water	Receipt Number
TOTAL \$ <u>186.00</u>	

NOTICE: The above signer understands that no business (commercial) activity is allowed in an accessory structure which is located in a rural residential or urban residential area.



7550 Sunwood Drive NW • Ramsey, Minnesota 55303
City Hall: 763-427-1410 • Fax: 763-427-5543
www.ci.ramsey.mn.us

August 29, 2008

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

Attn: Network Real Estate

Re: City of Ramsey, Minnesota/Verizon Wireless Water Tower Lease Agreement

To Whom It May Concern:

The City of Ramsey and Verizon Wireless entered into a lease agreement on June 12, 2001. Per Section 3 – Term, states that annual rental will be determined by the renewal rate formula stated and that monthly payments will be made at least thirty days in advance of any rental payment date.

In review of the City's records, the City does not show receipt of payment for June, July and August, 2008. The last payment we received, prior to the receipt of payment of August 27, 2008 (for September rental), was on May 5, 2008.

The following is owed to the City:

June:	\$2,335.60
July:	\$2,335.60
August:	<u>\$2,440.20</u>
Total	\$7,111.40

Please submit payment in the amount of \$7,111.40 to:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Please update your records if you are still sending documents to the City's old address of: 15153 Nowthen Boulevard NW, Ramsey to our new address of 7550 Sunwood Drive NW.

If you have any questions or concerns regarding the above, please contact me at (763) 433-9847.

Thank you for your assistance in this matter.

Sincerely,

Diana Lund, Finance Officer