

MN 41323-A

SCANNED

SITE AGREEMENT

This Site Agreement ("Agreement") is made as of this 30th day of JUNE 2008, by and between the City of Ramsey ("Owner"), whose address is 7500 Sunwood Drive NW, Ramsey, Minnesota 55303 and T-Mobile Central LLC, ("T-Mobile") a Delaware limited liability company, whose address is 12920 SE 38th Street, Bellevue, WA 98006, for the leasing of certain property interests at Alpine Park in the City of Ramsey, Minnesota 55303 pursuant to the following terms:

1. PROPERTY.

(a) Owner hereby leases to T-Mobile a portion of Owner's real property ("Property") described in Exhibit "A" attached hereto. T-Mobile has acquired a Conditional Use Permit ("CUP") from Owner, and such CUP incorporates the approved site plan by which T-Mobile shall construct Communications Facility.

(b) The Leased Premises are described in Exhibit "B" attached hereto. The Leased Premises are comprised of approximately 1600 square feet of land on which to construct a 165 foot high monopole communications tower and locate broadcast facilities equipment, together with a non-exclusive easement across the Property for access, and non-exclusive easements to run utility lines and cables.

2. TERM. The initial term of this Agreement (sometimes referred to herein as "this Lease") shall begin on the "Commencement Date" (as hereinafter defined) and subject to the terms of Paragraph 15 – TERMINATION, shall end on December 31, 2014 (the "Initial Term"). If T-Mobile has not notified Owner in writing prior to December 31, 2008 that all conditions of the CUP approval have been met or waived, then the Agreement shall be null and void as of said date. T-Mobile shall pay to the Owner an option payment of \$750.00 per month from the date of this Agreement through December 31, 2008.

3. RENT. T-Mobile shall pay Owner rent annually, on a calendar year basis, in advance beginning twenty (20) days after the Commencement Date for the Initial Term and thereafter on the first (1st) day of January of each year of this Lease term. The annual rent for the initial term shall be Eighteen Thousand and 00/100 Dollars (\$18,000.00) ("Initial Annual Rent"), together with any applicable sales tax. Rent for any initial partial year will be prorated.

4. OPTION TERMS.

(a) T-Mobile may extend the term of this Agreement for three (3) additional five (5) year terms ("Renewal Terms"). T-Mobile shall elect to extend the term for each successive Renewal Term unless it gives Owner written notice of its intention not to extend at least ninety (90) days prior to the expiration of the then-current term.

(b) The rent for each subsequent five year term shall be increased by an amount equal to the increase in the Consumer Price Index ("CPI") over the previous five (5) year period. The CPI shall mean the "Consumer Price Index – for All Urban Consumers, All Cities, All Items (1982-84 = 100)" as published by the United States Department

of Labor Statistics, or if such index shall be discontinued, the successor index, or if there shall be no successor index, such comparable index as mutually agreed upon by the parties. To determine the term rental increase to be paid by T-Mobile under a CPI adjuster, the annualized rent for the previous terms shall be multiplied by a percentage figure, computed from a fraction, the numerator of which shall be the CPI for the third quarter of the preceding year and the denominator of which shall be the CPI for the corresponding quarter of one year earlier. Such fraction shall be converted to a percentage equivalent. The resulting percentage figure shall be multiplied by the previous Renewal Term's rent (annualized).

5. **USE.** T-Mobile may use the Leased Premises for the purpose of installing, removing, replacing, maintaining, modifying, altering, and operating a communications facility (collectively, the "Communications Facility"). The building permit for the Communications Facility shall be subject to the prior approval by Owner.

6. **MISCELLANEOUS.**

(a) **Taxes.** Owner hereby represents and warrants that the Property is exempt from real property taxes. However, because owner will receive rent for the Leased Premises, real property taxes will be assessed on the Leased Premises. Real property taxes assessed against the Leased Premises shall be paid by T-Mobile. T-Mobile shall timely pay real property taxes and assessments against the Leased Premises. T-Mobile will pay such increase within thirty (30) days of receipt of a copy of the tax assessment showing the real property taxes on the Leased Premises. Owner hereby grants to T-Mobile the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of T-Mobile, any personal property or real property tax assessments that may affect T-Mobile.

(b) **No Mechanic's Liens.** T-Mobile will not allow any mechanics' or material men's liens to be placed on the Property as a result of its work on the Property.

(c) **Access to Leased Premises.** T-Mobile shall have twenty-four (24) hour, seven (7) days a week access to the Leased Premises.

(d) **Access for Testing.** T-Mobile, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Leased Premises and conduct such studies as T-Mobile deems necessary to determine the Leased Premises suitability for the Communications Facility. These studies may include surveys, soil test, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies as T-Mobile deems necessary or desirable. T-Mobile shall be responsible, at its cost to restore the Leased Premises to as good or better condition upon completion of its testing.

7. **UTILITIES.** T-Mobile shall have the right to install telephone cable and electric power cable within the Leased Premises set forth in Exhibit B. Payment for electric service, telephone or other communication services to the Communications Facility shall be T-

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Mobile's responsibility. Owner agrees to cooperate with T-Mobile in its efforts to connect the Communications Facility to existing utility service at T-Mobile's expense.

8. **ACCESS TO PROPERTY.** Owner grants access to the Leased Premises. T-Mobile shall be responsible for the construction of its access driveway on the Leased Premises and pay for all expenses incurred in its construction and continued maintenance, until the expiration of this Agreement. T-Mobile shall be responsible to construct and maintain its driveway from the permanent park parking lot to the Communications Facility.
9. **LIMITATION OF OWNER'S LIABILITY.** If Owner terminates this Agreement other than as of right as provided in this Agreement, or Owner causes interruption of the business of T-Mobile or for any other Owner breach of this Agreement, Owner's liability for damages to T-Mobile 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 T-Mobile as a going concern, future expectation of profits, loss of business or profit or related damages to T-Mobile.
10. **TEMPORARY INTERRUPTIONS OF SERVICE.** If the Federal Communications Commission or any other public safety agency of the federal government, issues an order determining that the continued operation of the Communications Facilities would cause or contribute to an immediate threat to public health and/or safety (, Owner may order T-Mobile to temporarily discontinue its operation. If a state, county, or local government entity issues an order to cease operation due to interference with public safety systems, T-Mobile shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Owner does not give prior notice to T-Mobile, because of an immediate threat of bodily injury, Owner shall notify T-Mobile as soon as possible after its action and give its reason for taking the action. Owner shall not be liable to T-Mobile or any other party for any interruption in T-Mobile's service or interference with T-Mobile's operation of its Communications Facilities, except as may be caused by the willful negligence or willful misconduct of the Owners, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, T-Mobile shall have the right to terminate this Agreement within its sole discretion.
11. **ADVANCES IN TECHNOLOGY.** As technology advances and improved antennas are developed which are routinely used in T-Mobile's business, Owner may require, in its sole discretion, the replacement of the antenna with the improved antenna if the new antenna is more aesthetically pleasing or otherwise will foster a public purpose, as long as the installation and use of the improved antenna is reasonably practical and technically feasible on the Leased Premises
12. **DEFENSE AND INDEMNIFICATION.**
 - (a) General. T-Mobile agrees to defend, indemnify and hold harmless Owner 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

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("Claims") may be asserted against or incurred by Owner or for which Owner may be liable in the performance of this Agreement, except those Claims which arise from the negligence, willful misconduct, or other fault of Owner. T-Mobile shall defend all claims to the extent caused by its installation, operation, use, maintenance, repair, removal, or presence of T-Mobile's Communications Facilities, equipment and related facilities on the Leased Premises.

- (b) Hazardous Materials. Without limiting the scope of 11(a) above, T-Mobile will be solely responsible for and will defend, indemnify, and hold Owner, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from T-Mobile's use of Hazardous Materials. For the purposes of this Agreement, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA.

Hazardous Materials. Owner represents that Owner has no knowledge of any Hazardous Materials on the Leased Premises, EXCEPT as identified in that Limited Phase II Subsurface Site Assessment for Alpine Park, dated April 18, 2008 and prepared by Pinnacle Engineering, Inc, located at 11541 95th Ave N. Maple Grove, MN 55369. Owner agrees to defend, indemnify and hold harmless T-Mobile and its officers, employees, contractors, 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 T-Mobile as a result of (i) Owner's breach of the representation herein, and/or (ii) those damages or bodily injuries, including death, resulting from the existence, discovery or release of Hazardous Materials on the Leased Premises caused by Owner, , prior to and during the Initial Term and any Renewal Term of this Lease, except those, which arise from T-Mobile's negligence or willful misconduct.

- (c) T-Mobile's Warranty. T-Mobile represents and warrants that its use of the Leased Premises will not generate and T-Mobile will not store or dispose of on the Leased Premises, nor transport to or over the Property, any Hazardous Materials in violation of applicable law, unless T-Mobile specifically informs Owner thereof in writing 72 hours prior to such storage, disposal or transport, or otherwise as soon as T-Mobile becomes aware of the existence of Hazardous Materials on the Leased Premises. The obligations of this paragraph 12 shall survive the expiration or other termination of this Agreement.

13. INSURANCE.

- (a) Workers' Compensation. T-Mobile must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000.00 Bodily Injury each

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accident, \$500,000.00 Bodily Injury by disease, policy limit, and \$500,000.00 Bodily Injury by disease, each employee.

- (b) General Liability. T-Mobile must maintain an occurrence form commercial general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage – broad form, and personal injury, for the hazards of Leased Premises/Operation, broad form contractual, independent contractors, and product/completed operations.

T-Mobile must maintain the aforementioned commercial general liability coverage with limits of liability not less than \$1,000,000.00 each occurrence; \$1,000,000.00 personal and advertising injury; \$2,000,000.00 general aggregate, and \$2,000,000.00 products and completed operations aggregate. These limits may be satisfied by the commercial general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying commercial general liability coverages.

- (c) Automobile Liability. T-Mobile must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000.00 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverages afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

- (d) T-Mobile Property Insurance. T-Mobile must keep in force during the Initial Term and any Renewal Terms of this Agreement a policy coverage for damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- (e) Adjustment to Insurance Coverage Limits. The coverage limits set forth herein shall be increased at the time of any Renewal Term by the greater of the Consumer Price Index as calculated under paragraph 4(b) or 25%, whichever is greater.
- (f) Additional Insured – Certificate of Insurance. T-Mobile shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rate A- or better) by Best Insurance Guide, licensed to do business in the state of Minnesota, which includes all coverages required in this paragraph 13. T-Mobile will name Owner as an Additional Insured on the Commercial General Liability and Commercial Automobile Liability Policies. The

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Certificate(s) shall also provide the coverage may not be cancelled or reduced without thirty (30) days prior written notice to Owner.

14. **CONDITION OF PROPERTY.** The Leased Premises is public park property, except as otherwise provided in this Agreement, Owner makes no representation as to whether or not the Property and all improvements thereto, including the proposed use of the Property by T-Mobile pursuant to this Agreement, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.

15. **TERMINATION**

- a. **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated as follows:
- i. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions of this Agreement);
 - ii. By T-Mobile for cause immediately upon notice to Owner if T-Mobile is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Communications Facility, which termination shall not constitute a waiver of T-Mobile's rights under Paragraph 19 – DEFAULT – of this Agreement;
 - iii. By T-Mobile for cause immediately upon notice to Owner if the Leased Premises is or becomes unacceptable for economic or technological reasons, including without limitation, unacceptable RF plan, shadowing or interference, under the Communication's Facility, design or engineering specifications or the communications system to which the Communications Facility belongs;
 - iv. If any portion of the Leased Premises or Communications Facility is damaged by any casualty and such damage adversely affects T-Mobile's use of the Property, this Agreement shall terminate as of the date of the casualty if T-Mobile gives written notice of the same within thirty (30) days after the date of the casualty;
 - v. By Owner, after the first Renewal Term of this Agreement and upon one (1) year's prior written notice to T-Mobile if Owner's Council votes to redevelop the Property. The redevelopment shall be for a public purpose..
 - vi. By Owner if it determines that T-Mobile has failed to comply with applicable ordinances or state or federal law, or any conditions attached to government approvals granted hereunder, after a thirty (30) day cure period, and a public hearing before the Owner's Council.
- b. **Notice of Termination.** The parties shall give notice of termination in writing by certified mail, return receipt requested to those persons identified in paragraph 21-Notices. Such notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the notice. All rent shall be prorated to the date of termination.

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- c. **Site Restoration.** In the event this Agreement is terminated or not renewed, T-Mobile shall have sixty (60) days from the termination or expiration date to remove its Communications Facility and related equipment from that Property to the condition existing upon the Commencement Date, except for normal wear and tear and damage by the elements. T-Mobile shall also be responsible to remove its access driveways and restore all easement areas to their condition existing on the date of this Agreement, reasonable wear and tear and casualty excepted. In the event that T-Mobile's Communications Facility and related equipment are not removed to the reasonable satisfaction of the Owner within sixty (60) days of expiration or termination, after providing Tenant with thirty (30) days prior written notice, and Tenant's continued failure to remove the facilities, the Communication Facilities shall be deemed abandoned and become the property of the Owner.
- d. **Removal Deposit.** Upon the Commencement Date, T-Mobile shall deposit with Owner the sum of Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) ("Removal Deposit") which amount shall be fully refunded to T-Mobile upon the timely removal of the Communications Facility and related equipment and restoration of the access easements and/or utility easements to the reasonable satisfaction of Owner. The access easements and/or utility easements shall only be restored by T-Mobile if so directed by Owner. In the event T-Mobile does not perform under this paragraph as above stated, Owner may use the Removal Deposit to remove the Communications Facility and/or restore the easement areas to Owner's satisfaction. T-Mobile shall be responsible for payment of any such expenses which exceeds the Removal Deposit.
16. **CONDEMNATION.** If a condemning authority other than the Owner takes any portion of the Property and such taking adversely affects T-Mobile's use of the Leased Premises, this Agreement shall terminate as of the date of the taking, if T-Mobile gives written notice of the same within thirty (30) days after T-Mobile receives notice of any taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Leased Premises (which for T-Mobile may include, where applicable, the value of the Communications Facility, moving expenses, prepaid rent, and business relocation expenses).
17. **WAIVER OF OWNER'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable law.
18. **QUIET ENJOYMENT.** T-Mobile, upon paying the rent, shall peaceably and quietly have, hold and enjoy the Leased Premises. If, as of the date of execution of this Agreement or hereafter, there is any mortgage or other encumbrance affecting the Leased Premises, then Owner agrees to obtain from the holder of such encumbrance an agreement that T-Mobile shall not be disturbed in its possession, use and enjoyment of the Leased Premises. Owner shall not cause or permit any use of the Leased Premises which interferes with or impairs

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(a) the integrity of the Communications Facility and/or the structure to which it is attached, or (b) the quality of the communication services being rendered by T-Mobile from the Leased Premises. Except in cases of emergency, Owner shall not have access to the Leased Premises unless accompanied by T-Mobile personnel.

19. **DEFAULT.** Except as expressly limited hereby, Owner and T-Mobile shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days.
20. **INTERFERENCE.** T-Mobile's equipment shall be installed and operated in a manner which does not cause interference to Owner's communications equipment. Should any such interference occur, Owner and T-Mobile shall diligently pursue a cure to remove or satisfactorily attenuate such interference. If such interference to the Owner's communications equipment cannot be cured or satisfactorily attenuated, T-Mobile agrees to immediately stop using its equipment if so demanded in writing by Owner.
21. **ASSIGNMENT.** This Agreement may not be sold or assigned at any time by T-Mobile without Owner's consent, provided however that T-Mobile may assign this Agreement, without Owner's consent, upon written notice to Owner, to its parent company, or any affiliates or subsidiaries of it or its parent company, or any party that merges or consolidates with T-Mobile or T-Mobile's parent, or any party that purchases or otherwise acquires all or substantially all of T-Mobile's stock or assets without the written consent of the Owner. Upon such assignment, T-Mobile shall be relieved of all liabilities and obligations hereunder and Owner shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Owner hereby consents to the assignment by T-Mobile of its rights under this Agreement as collateral to any entity which provides financing for the purchase of the equipment to be installed at the Leased Premises subject to paragraph 14(d) of this Agreement. Additionally, notwithstanding anything to the contrary herein, T-Mobile may, upon written notice to Owner, collaterally assign or grant a security interest in this Agreement and the Communication Facilities, and may assign this Agreement and the Communication Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Owner shall execute such consent to leasehold financing as may reasonably be required by such Secured Parties. Notwithstanding the above, any security interests granted by T-Mobile shall be subordinate to this Agreement herein.
22. **CO-LOCATION.** T-Mobile shall have the right at any time during the Initial Term or and subsequent term thereafter to sublease any portion of the Leased Premises and/or easements set forth in Exhibit B to another wireless service provider. As compensation to the Owner for T-Mobile's right to sublease, T-Mobile shall pay to Owner ten percent (10%) of the rental revenue actually received by T-Mobile from said sublease(s). T-Mobile shall not unreasonably refuse to allow another wireless service provider to co-locate on the Leased Premises. T-Mobile shall reserve one co-location position for use by Owner at no cost to Owner.
23. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as

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follows (or any other address that the party to be notified may have designated to the sender by like notice).

If to Owner, to: Ramsey City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

If to T-Mobile, to: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administration and
Attn: Legal Dept.

With a Copies To: T-Mobile Central LLC
2001 Butterfield Road, Suite 1900
Downers Grove, IL 60515
Attn: Lease Administration
Attn: Legal Dept.

24. MISCELLANEOUS.

- a. Owner represents and warrants that Owner has full authority to enter into this Agreement and that it has good and marketable title to the Property.
- b. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Owner and T-Mobile.
- c. This Agreement may only be amended in writing signed by all parties. Exhibits "A" and "B" are incorporated into this Agreement by reference.
- d. This Agreement may be signed in counterparts by the parties hereto.
- e. The terms and conditions of this Agreement shall run with the land and shall extend to and bind the heirs, personal, representatives, successors and assigns of Owner and T-Mobile.
- f. The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- g. Owner shall contemporaneously herewith execute, acknowledge and deliver to T-Mobile for recording a Memorandum of this Agreement ("Memorandum") in the form of Exhibit "C".
- h. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed effective three (3) days after being deposited in the United States Mail or upon delivery if using an overnight courier service.
- i. This Agreement shall be construed in accordance with the laws of the State of Minnesota. Each party agrees to furnish to the other, within ten (10) business days after request, such truthful estoppels information regarding this Agreement as the other may reasonably request.

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- j. Owner and T-Mobile represents for themselves that they have not been represented by a real estate broker or other listing agent in connection with this Agreement in this transaction for purposes of commission, fee or other payment to such broker or any other leasing agent claiming to have represented T-Mobile.
- k. Owner hereby agrees to cooperate with T-Mobile and its authorized representatives regarding any reasonable requests made subsequent to execution of this Agreement to correct any clerical errors contained in this Agreement and to provide any and all additional documentation deemed necessary by T-Mobile to effectuate the transaction contemplated by this Agreement. The Owner further agrees that "to cooperate" as used in this Agreement includes but is not limited to, the agreement by the Owner to execute or re-execute any documents that T-Mobile and Owner reasonably deem necessary or desirable to carry out the intent of this Agreement.
- l. Owner's approvals required herein shall not be unreasonably withheld (unless otherwise provided herein) or delayed, subject to Owner's obligations as a Minnesota municipal corporation to abide by State Statutes, its City Charter and its City Code.
- m. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of the Agreement, which shall continue in full force and effect.
- n. Headings set forth herein are for convenience, only and are not to be construed against the content of any paragraphs herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNER:

City of Ramsey,
a municipal corporation

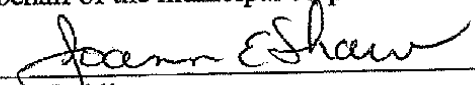
By: 
Thomas G. Gamec
Its: Mayor

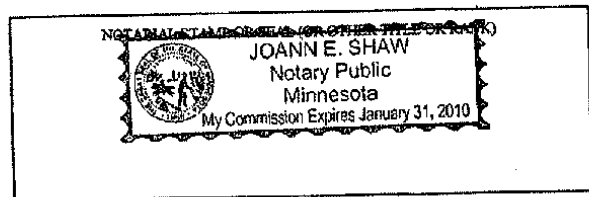
ATTESTED BY:

By: 
Kurt Ulrich
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 30th day of June, 2008, by Thomas G. Gamec and Kurt Ulrich, the Mayor and City Administrator of the City of Ramsey, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.


Notary Public



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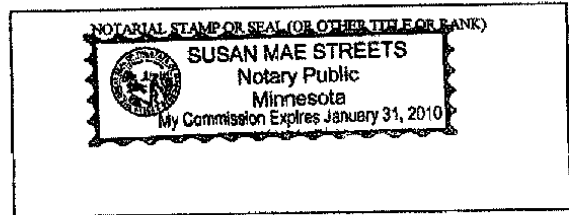
T-Mobile Central LLC,
a Delaware limited liability company

By: Hossein Sepehr
Hossein Sepehr
Its: Director of Engineering and
Operations

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on the 27th day of
June, 2007, by Hossein Sepehr, Director of Engineering and Operations of T-
Mobile Central, LLC, a Delaware Corporation.

Susan Mae Streets
Notary Public



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EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT A

Lots 1 and 2, Block 1, and Outlots A and B of Alpine Addition, according to the recorded plat thereof, all in Anoka County, Minnesota.

Together with a forty (40) foot wide non-exclusive, perpetual easement for pedestrian, bicycle, emergency and maintenance vehicle use and access, and construction, repair and maintenance thereof, and ingress thereto and egress therefrom, in favor of Grantee and its successors and assigns which shall run with the land over, under, and across the following described property:

Outlot C, Alpine Addition, according to the recorded plat thereof, and the Southwest Quarter of the Southeast Quarter of Section 22, Township 32, Range 25, Anoka County, Minnesota.

The centerline of said easement is described as follows:

Beginning at a point on the west line of said Southwest Quarter of the Southeast Quarter 20.00 feet south of the northwest corner thereof as measured along said west line of said Southwest Quarter of the Southeast Quarter; thence northeasterly to a point on the north line of said Outlot C 250.00 feet east of the northwest corner of said Outlot C as measured along the north line of said Outlot C and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate on the north and west lines of said Outlot C and on the west line of said Southwest Quarter of the Southeast Quarter.

Subject to a thirty-five (35) foot wide non-exclusive, perpetual easement for construction, repair and maintenance of, and ingress to and egress from, monitoring wells in favor of Grantor and its successors and assigns which shall run with the land over, under, and across the following described property:

The easterly thirty-five (35) feet of Lot 1 and the westerly twenty (20) feet of Lot 2, except the southerly one hundred fifty (150) feet of said Lot 2, all in Block 1, Alpine Addition, according to the recorded plat thereof.

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Subject to a non-exclusive, perpetual easement for construction, repair and maintenance of, and ingress to and egress from, a sedimentation pond in favor of Grantor and its successors and assigns which shall run with the land over, under and across the following described property:

That part of Lot 1, Block 1, Alpine Addition, according to the recorded plat thereof, described as follows:

Commencing at the southwest corner of said Lot 1; thence North 89 degrees 35 minutes 35 seconds East, assumed bearing, a distance of 1283.89 feet to a point on the south line of said Lot 1 and the actual point of beginning of the land to be described; thence North 00 degrees 24 minutes 25 seconds West a distance of 140.00 feet; thence North 89 degrees 35 minutes 35 seconds East a distance of 302.00 feet; thence South 00 degrees 24 minutes 25 seconds East a distance of 140.00 feet to the south line of said Lot 1; thence South 89 degrees 35 minutes 35 seconds West along the south line of said Lot 1 a distance of 302.00 feet to the point of beginning.

Subject to a non-exclusive, perpetual easement for the location and maintenance of electric power transmission lines and poles in favor of The City of Anoka, a Minnesota municipal corporation, and its successors and assigns, as more specifically described in that certain Easement Agreement pertaining thereto between The City of Anoka and Grantor filed of record in Anoka County, Minnesota, which shall run with the land over, under and across the following described property:

The west 80 feet of Lot 1, Block 1 and Outlot C, Alpine Addition, according to the recorded plat thereof, and the west 80 feet of the Southwest Quarter of the Southeast Quarter of Section 22, Township 32, Range 25, Anoka County, Minnesota.

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EXHIBIT "B"
SITE PLAN

ATTACHED

T-Mobile

GENERAL NOTES

- THE CONTRACTOR SHALL SUPERVISE AND DIRECT ALL WORK, USING HIS BEST SKILL AND ATTENTION. HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES AND SEQUENCES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- THE CONTRACTOR SHALL VISIT THE JOB SITE TO REVIEW THE SCOPE OF WORK AND EXISTING JOB SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO MECHANICAL, ELECTRICAL SERVICE, AND OVERALL COORDINATION.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING HIS BID. ANY DISCREPANCIES, CONFLICTS OR OMISSIONS, ETC. SHALL BE REPORTED TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING CONSTRUCTION, STRUCTURE, OR EQUIPMENT, SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE TENANT OR BUILDING OWNER, OR OWNER'S REPRESENTATIVE, AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL REPLACE OR REMEDY, ANY FACILITY, IMPROPER, OR INFERIOR MATERIALS OR WORKMANSHIP OR ANY DAMAGE WHICH SHALL APPEAR WITHIN ONE YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK UNDER THIS CONTRACT.
- THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS ON A REGULAR BASIS AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING THROUGHOUT CONSTRUCTION, INCLUDING FINAL CLEAN-UP UPON COMPLETION OF WORK. ALL AREAS ARE TO BE LEFT IN A BROOM CLEAN CONDITION AT THE END OF EACH DAY.
- THE CONTRACTOR SHALL SAFEGUARD THE OWNER'S PROPERTY DURING CONSTRUCTION AND SHALL REPLACE ANY DAMAGED PROPERTY OF THE OWNER TO ORIGINAL CONDITION OR BETTER.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED PER U.B.C.
- ALL CONSTRUCTION WORK SHALL CONFORM TO THE U.B.C. AND ALL OTHER GOVERNING CODES, ALONG WITH THE GOVERNING RESTRICTIVE CODES.
- THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH ALL LOCAL, CODE REGULATIONS AND STATE DEPARTMENT OF INDUSTRIAL SAFETY (OSHA) REQUIREMENTS. REFER TO THE CODES SECTION OF THIS SHEET.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ANY PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO THE OWNER.
- FIGURED DIMENSIONS HAVE PRECEDENCE OVER DRAWING SCALE, AND DETAIL DRAWINGS HAVE PRECEDENCE OVER SMALL SCALE DRAWINGS. CHECK ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTED, DO NOT FABRICATE ANY MATERIALS OFF-SITE, OR PERFORM ANY CONSTRUCTION UNTIL THE ACCURACY OF DRAWING DIMENSIONS HAVE BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS.
- CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES WITHIN THE CONTRACT DOCUMENTS WITH THE CONTRACT DOCUMENTS AND THE FIELD CONDITIONS PRIOR TO EXECUTING THE WORK IN QUESTION.

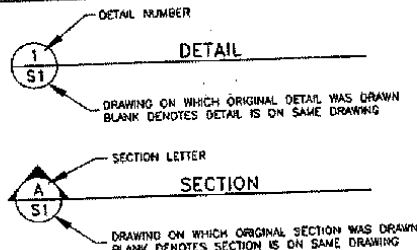
- CONTRACTOR SHALL NOTIFY THE ENGINEER IF DETAILS ARE CONSIDERED UNSOUND, UNSAFE, NOT WATERPROOF, OR NOT WITHIN CUSTOMARY TRADE PRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO THE DETAIL. DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE INCLUDED AS PART OF THE WORK.
- EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SUCH THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.
- ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE ENGINEER SHALL BE NOTIFIED FOR CLARIFICATIONS BEFORE PROCEEDING WITH WORK.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, MANGERS OR OTHER SUPPORT FOR ALL OTHER ITEMS REQUIRING THE SAME.
- CITY APPROVED PLANS SHALL BE KEPT IN A PLAIN BOX AND SHALL NOT BE USED BY WORKMEN. ALL CONSTRUCTION SETS SHALL REFLECT SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN IN GOOD CONDITION, ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND CHANGE ORDERS ON THE PREMISE AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT.

CODES AND STANDARDS

ALL CONSTRUCTION SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE FOLLOWING PUBLICATIONS:

- ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
- ACI (AMERICAN CONCRETE INSTITUTE)
- AISC (AMERICAN INSTITUTE OF STEEL CONSTRUCTION)
- AWS (AMERICAN WELDING SOCIETY)
- 2000 IBC (INTERNATIONAL BUILDING CODE)
- MDOT (MINNESOTA DEPARTMENT OF TRANSPORTATION)
- ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE)
- IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS)
- NEC (NATIONAL ELECTRICAL CODE)
- NEMA (NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION)
- NEC (NATIONAL ELECTRICAL SAFETY COMMISSION)
- OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
- UL (UNDERWRITERS LABORATORIES, INC.)
- APPLICABLE LOCAL CODES AND ORDINANCES

LEGEND



SCOPE OF S

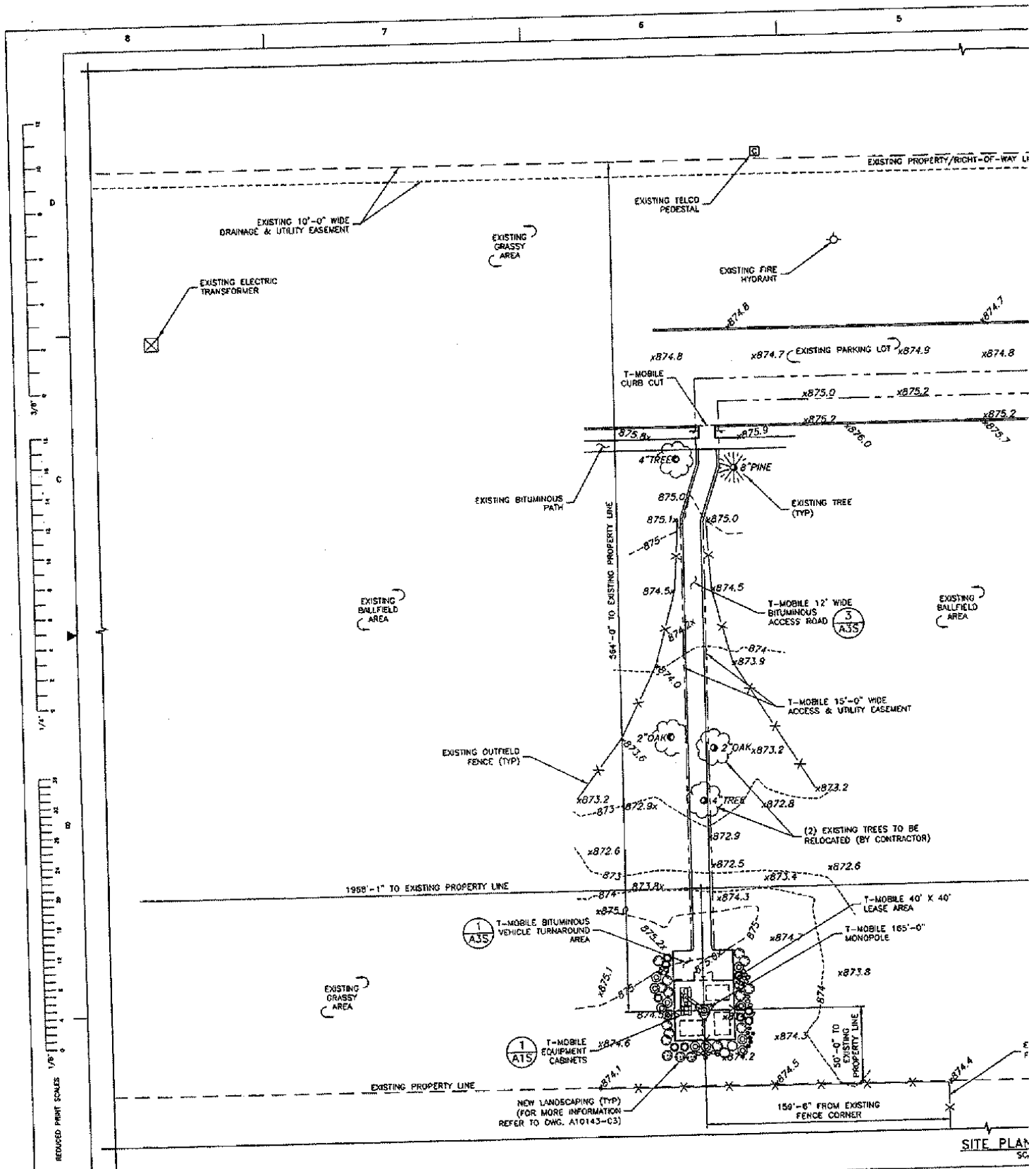
THE FOLLOWING TABLE DELINEATES THE RESPONSIBILITIES OF DIFFERENT CONTRACTORS. THE SITE SPECIFIC SCOPE OF WORK WILL PRECEDE ANY DISCREPANCIES.

RAW LAND SITE			
ITEM	FURNISHED BY	INSTALLED BY	
TOWER	T-MOBILE	CONTRACTOR	
BTS PLATFORM	T-MOBILE	CONTRACTOR	
TOWER & BTS PLATFORM FOUNDATION	CONTRACTOR	CONTRACTOR	
PURCELL CABINET (POWER/TELCO)	T-MOBILE	CONTRACTOR	
PURCELL CABINET - BATTERIES	T-MOBILE	CONTRACTOR	
BTS CABINETS	T-MOBILE	T-MOBILE	
ANTENNA	T-MOBILE	CONTRACTOR	
COAX CABLE	T-MOBILE	CONTRACTOR	
JUMPER CABLES	T-MOBILE	CONTRACTOR	
LNA (LOW NOISE AMPLIFIER)	T-MOBILE	CONTRACTOR	
GROUNDING KITS FOR COAX	T-MOBILE	CONTRACTOR	
SITE GROUNDING MATERIALS	CONTRACTOR	CONTRACTOR	
ANTENNA MOUNTING PIPE & BRACKET	CONTRACTOR	CONTRACTOR	
WAVEGUIDE BRIDGE (EQPT TO TWR)	CONTRACTOR	CONTRACTOR	
WAVEGUIDE LADDER (TOWER)	CONTRACTOR	CONTRACTOR	
FENCE	CONTRACTOR	CONTRACTOR	
UNDERGROUND WORK	CONTRACTOR	CONTRACTOR	
SITWORK	CONTRACTOR	CONTRACTOR	
POWER DISCONNECT & METER BOX	CONTRACTOR	CONTRACTOR	
METER	UTILITY	UTILITY	

WATER TOWER SITE			
ITEM	FURNISHED BY	INSTALLED BY	
BTS PLATFORM	T-MOBILE	CONTRACTOR	
BTS PLATFORM FOUNDATION	CONTRACTOR	CONTRACTOR	
PURCELL CABINET (POWER/TELCO)	T-MOBILE	CONTRACTOR	
PURCELL CABINET - BATTERIES	T-MOBILE	CONTRACTOR	
BTS CABINETS	T-MOBILE	T-MOBILE	
ANTENNA	T-MOBILE	CONTRACTOR	
COAX CABLE	T-MOBILE	CONTRACTOR	
JUMPER CABLES	T-MOBILE	CONTRACTOR	
LNA (LOW NOISE AMPLIFIER)	T-MOBILE	CONTRACTOR	
GROUNDING KITS FOR COAX	T-MOBILE	CONTRACTOR	
SITE GROUNDING MATERIALS	CONTRACTOR	CONTRACTOR	
SITE GROUNDING MATERIALS	CONTRACTOR	CONTRACTOR	
ANTENNA ATTACHEMENTS (TOWER)	CONTRACTOR	CONTRACTOR	
ANTENNA MOUNTING PIPE & BRACKET	CONTRACTOR	CONTRACTOR	
WAVEGUIDE BRIDGE (EQPT TO TWR)	CONTRACTOR	CONTRACTOR	
COAX ATTACHEMENTS (TOWER)	CONTRACTOR	CONTRACTOR	
FENCE	CONTRACTOR	CONTRACTOR	
UNDERGROUND WORK	CONTRACTOR	CONTRACTOR	
SITWORK	CONTRACTOR	CONTRACTOR	
POWER DISCONNECT & METER BOX	CONTRACTOR	CONTRACTOR	
METER	UTILITY	UTILITY	

REV	DATE	REVISION DESCRIPTION	DSGN	CHK	APP	RF	FN	OP	INSTAL	REFERENCE DRAWINGS
1	1/28/08	ISSUED FOR CONSTRUCTION								

T-Mobile
 MINNEAPOLIS M

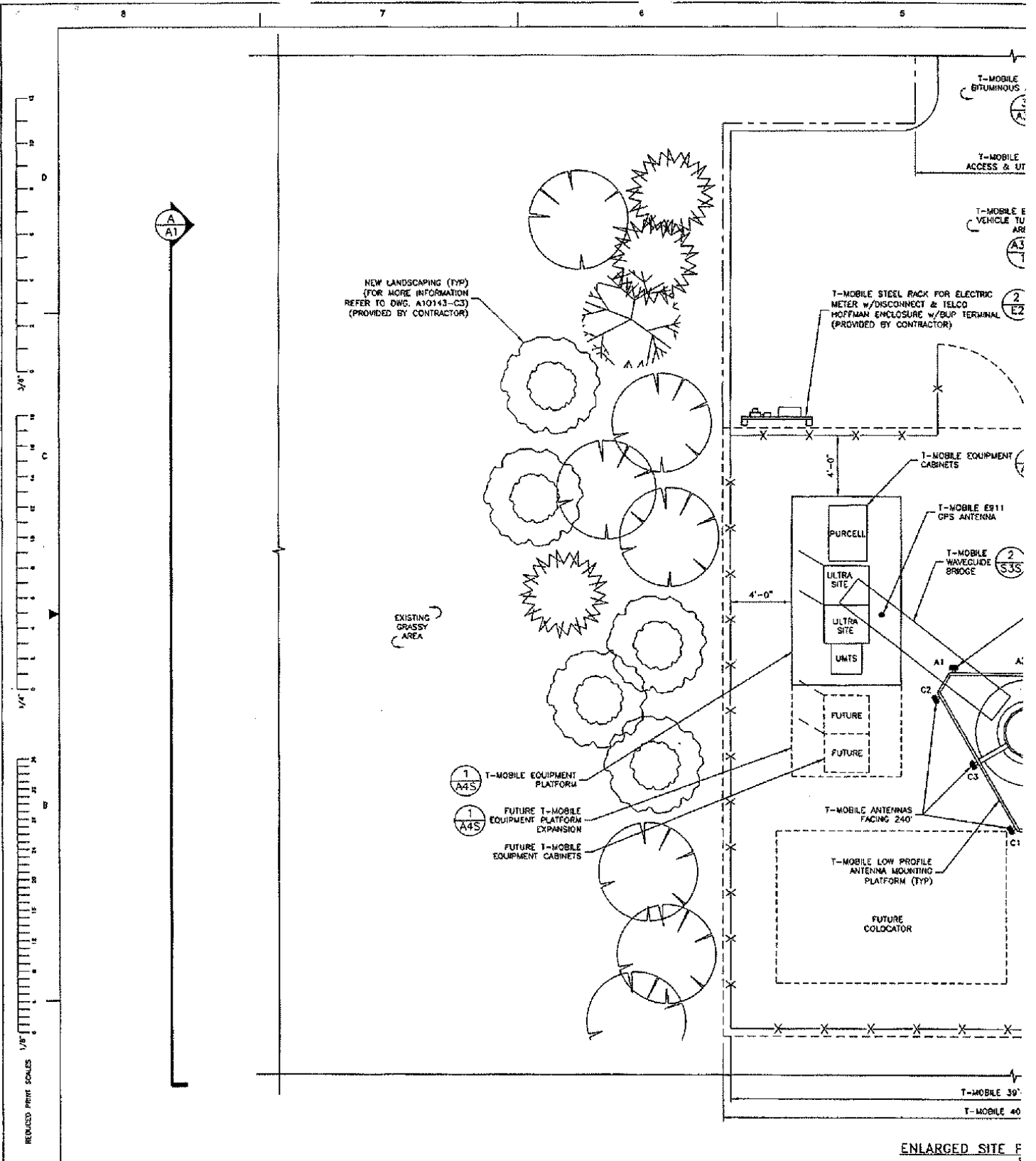


SITE PLAN
SC

REV	DATE	REVISION DESCRIPTION	OSCH CANC	APPROVED	WF	TK	OP	INSTALL	REFERENCE DRAWINGS
1	1/28/08	ISSUED FOR CONSTRUCTION	RAK						

T-Mobile
MINNEAPOLIS, MN

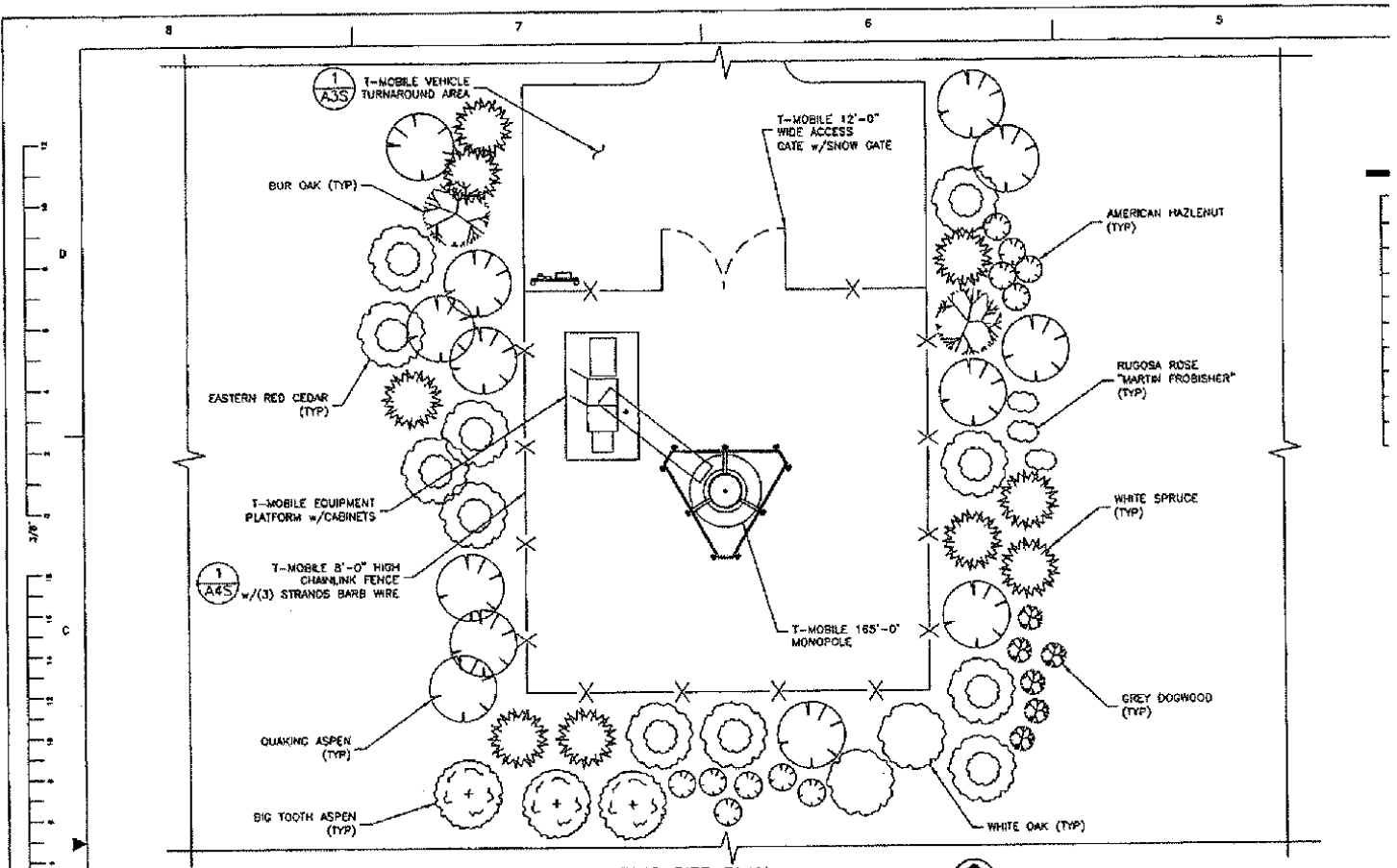
REDUCED PRINT SCALES: 1/8" = 1'-0" (VERTICAL), 1/4" = 1'-0" (HORIZONTAL)



ENLARGED SITE PLAN

REV	DATE	REVISION DESCRIPTION	DESIGN CHK	APPROVED	RF	FM	OP	INSTALL	REFERENCE DRAWINGS
1	1/28/08	ISSUED FOR CONSTRUCTION	RAH						

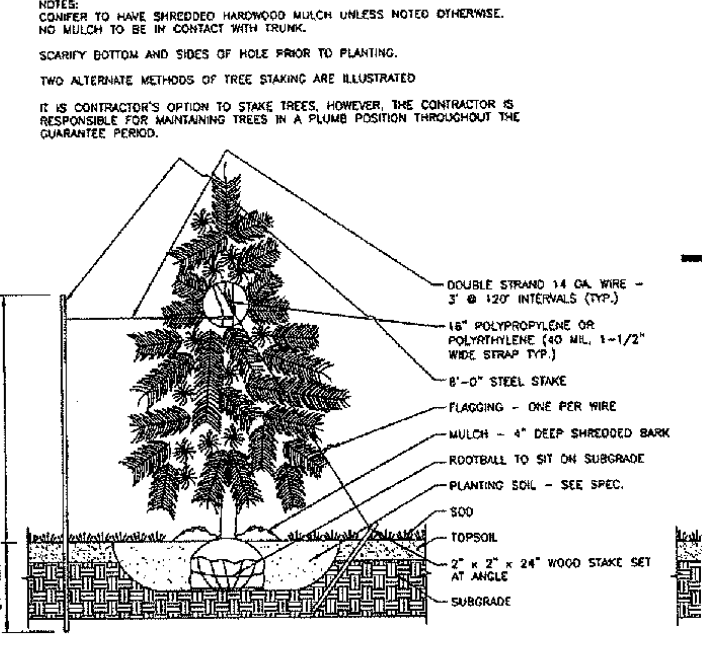
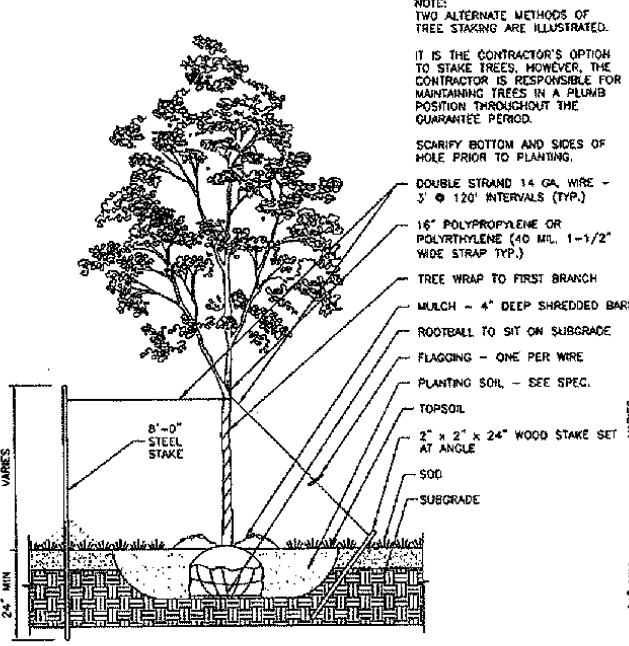
T-Mobile
MINNEAPOLIS MARKET



LANDSCAPING SITE PLAN
SCALE: 1/8"=1'-0" (Ø 22"x34")

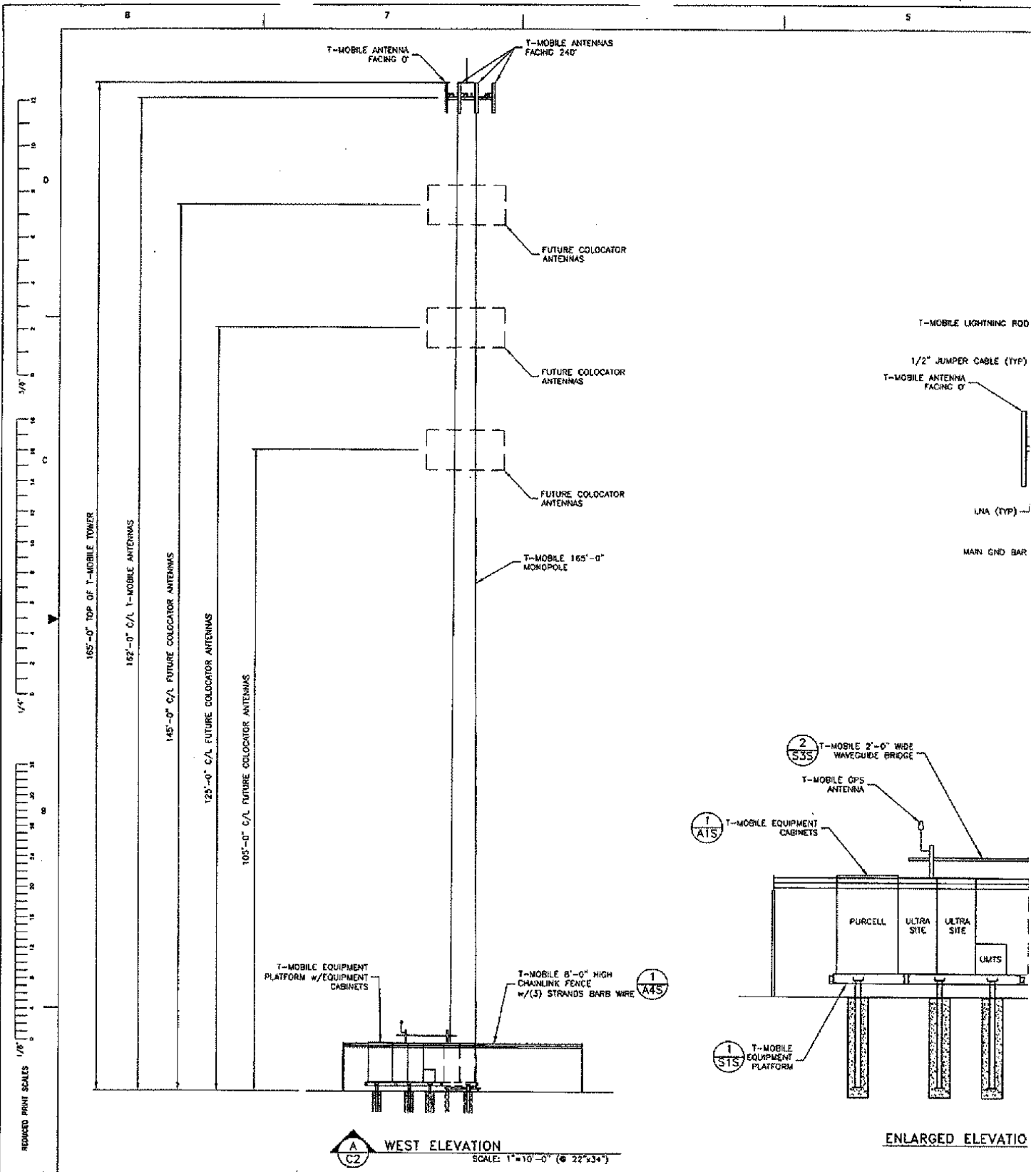
DECIDUOUS TREES

CONIFEROUS TREES



REV	DATE	REVISOR DESCRIPTION	DESIGN	APPROVED	RF	FN	OP	INSTALL	REFERENCE DRAWINGS
1	1/28/05	ISSUED FOR CONSTRUCTION	BAR						

T-Mobile
MINNEAPOLIS MAF



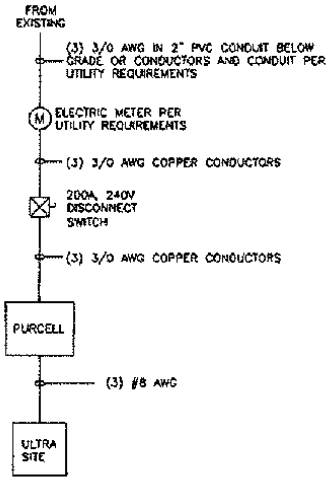
REDUCED PRINT SCALES
 1/8" = 1'-0"
 1/4" = 1'-0"
 3/8" = 1'-0"
 1/2" = 1'-0"
 5/8" = 1'-0"
 3/4" = 1'-0"
 7/8" = 1'-0"
 1" = 1'-0"

REV	DATE	REVISION DESCRIPTION	DESIGN	APPROVED	BY	PK	QP	INSTALL	REFERENCE DRAWINGS
1	1/28/08	ISSUED FOR CONSTRUCTION	CSK RAR						

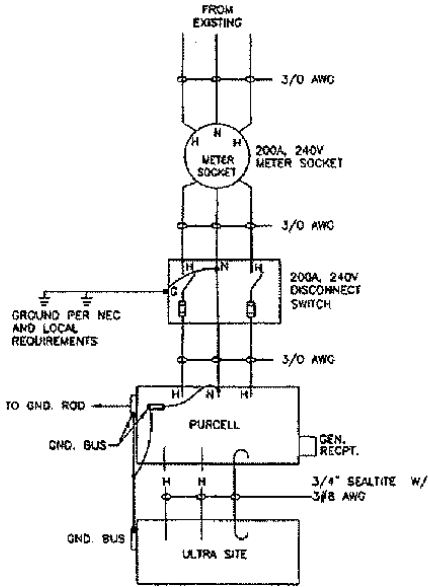
T-Mobile
 MINNEAPOLIS MARK

NEW UTILITY SERVICE

**ONE - LINE DIAGRAM
STANDARD (240V)**



WIRING DIAGRAM

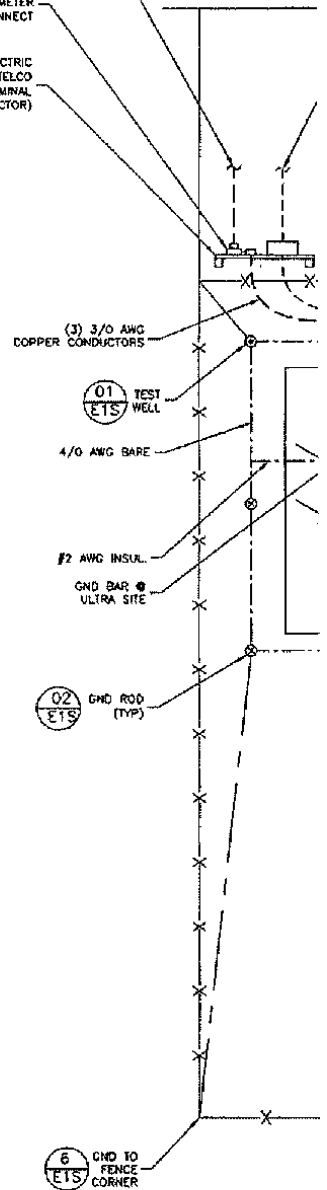


NOTES:

- CONTRACTOR TO COORDINATE AND VERIFY UTILITY POWER REQUIREMENTS WITH UTILITY PRIOR TO ANY CONSTRUCTION WORK. SEE DRAWING T1 FOR UTILITY AND TELCO INFORMATION.
- ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR, UNLESS NOTED OTHERWISE.

(3) 3/0 AWG IN 2" PVC CONDUIT BELOW GRADE OR CONDUCTORS AND CONDUIT PER UTILITY REQUIREMENTS (TO EXISTING ELECTRIC TRANSFORMER) (FIELD LOCATE & ROUTE)

- 03 ETS T-MOBILE 200A ELECTRIC METER w/DISCONNECT
- 02 ETS T-MOBILE STEEL RACK FOR ELECTRIC METER w/DISCONNECT & TELCO HOFFMAN ENCLOSURE w/BLUP TERMINAL (PROVIDED BY CONTRACTOR)



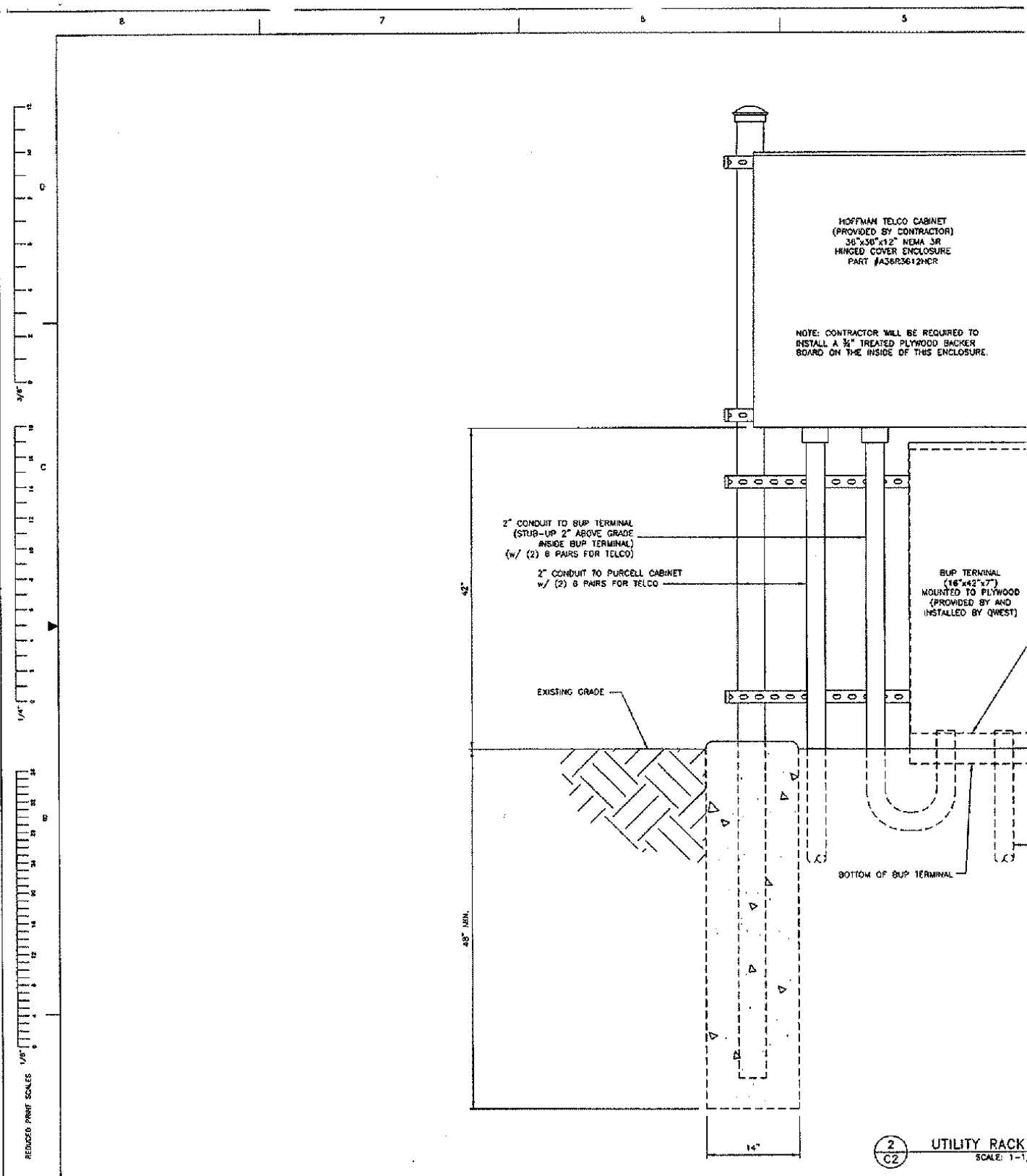
ELECTRICAL NOTES:

- SEE ANTENNA COAX GROUNDING SYSTEM DETAIL (TYPE 3) ON STANDARD-E25.
- CONNECT COAX GROUND KITS TO MASTER GROUND BUS AT B/TOWER.
- CONNECT COAX GROUND KITS TO GROUND BUS AT T/TOWER.
- CONNECT LNA GROUND TO GROUND BUS AT T/TOWER.
- ALL GROUNDING CONNECTIONS TO BE MADE USING EXOTHERMIC WELD PROCESS UNLESS OTHERWISE APPROVED BY DESIGNER.
- FOR GROUNDING OF EQUIPMENT SUPPORT STEEL, ICE BRIDGE/DAMPY AND WAVEGUIDE BRIDGE, SEE APPLICABLE PORTION OF DETAIL TYPE 2, STANDARD DWG. E25.
- ELECTRICAL CONTRACTOR TO PULL BONDING JUMPER @ PURCELL, ONLY IF DISCONNECT GROUND IS TIED TO GROUND FIELD INSTEAD OF SEPARATE GROUND ROD.

REINFORCED PRINT SCALES: 3/8", 1/4", 1/8", 1/16"

REV	DATE	REVISION DESCRIPTION	DSGN	APPROVED	RF	FN	OP	INSTALL	REFERENCE DRAWINGS
1	1/28/96	ISSUED FOR CONSTRUCTION	AMR						





REDUCED PRINT SCALES 1/8" = 1'-0"

REV	DATE	REVISION DESCRIPTION	DSGN CHK	APPROVED	RF	FM	OP	INSTALL	REFERENCE DRAWINGS
1	1/20/06	ISSUED FOR CONSTRUCTION	ANR						



Revised June 18, 2008

EXHIBIT "C"

**Memorandum
of
Lease**

Revised June 18, 2008

Memorandum of Lease
Assessor's Parcel Number: 32-32-24-32-0050
Between the City of Ramsey ("Owner") and T-Mobile Central LLC ("T-Mobile")

A Site Agreement (the "Agreement") by and between City of Ramsey ("Owner"), whose address is 7550 Sunwood Drive NW, Ramsey, Minnesota 55303 and T-Mobile Central LLC, ("T-Mobile") a Delaware limited liability company, was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Agreement is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). T-Mobile shall have the right to extend this Agreement for three (3) additional and successive five-year terms.

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

Owner: City of Ramsey,
a municipal corporation under the laws of Minnesota

By: _____
Printed Name: _____
Its: _____
Date: _____

Owner: City of Ramsey,
a municipal corporation under the laws of Minnesota

By: _____
Printed Name: _____
Its: _____
Date: _____

T-Mobile: T-Mobile Central LLC,
a Delaware limited liability company

By: _____
Printed Name: _____ Its: _____
Date: _____

Revised June 18, 2008

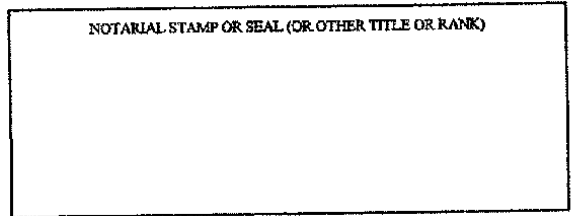
T-Mobile

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2008, by _____ Director of Engineering and Operations, T-Mobile Central LLC, a Delaware corporation.

Notary Public

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



Revised June 18, 2008

EXHIBIT A
Memorandum of Lease
Legal Description

The Property is legally described as follows:

EXHIBIT A

Lots 1 and 2, Block 1, and Outlots A and B of Alpine Addition, according to the recorded plat thereof, all in Anoka County, Minnesota.

Together with a forty (40) foot wide, non-exclusive, perpetual easement for pedestrian, bicycle, emergency and maintenance vehicle use and access, and construction, repair and maintenance thereof, and ingress thereto and egress therefrom, in favor of Grantee and its successors and assigns which shall run with the land over, under, and across the following described property:

Outlot C, Alpine Addition, according to the recorded plat thereof, and the Southwest Quarter of the Southeast Quarter of Section 22, Township 32, Range 25, Anoka County, Minnesota.

The centerline of said easement is described as follows:

Beginning at a point on the west line of said Southwest Quarter of the Southeast Quarter 20.00 feet south of the northwest corner thereof as measured along said west line of said Southwest Quarter of the Southeast Quarter; thence northeasterly to a point on the north line of said Outlot C 250.00 feet east of the northwest corner of said Outlot C as measured along the north line of said Outlot C and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate on the north and west lines of said Outlot C and on the west line of said Southwest Quarter of the Southeast Quarter.

Subject to a thirty-five (35) foot wide non-exclusive, perpetual easement for construction, repair and maintenance of, and ingress to and egress from, monitoring wells in favor of Grantor and its successors and assigns which shall run with the land over, under, and across the following described property:

The easterly thirty-five (35) feet of Lot 1 and the westerly twenty (20) feet of Lot 2, except the southerly one hundred fifty (150) feet of said Lot 2, all in Block 1, Alpine Addition, according to the recorded plat thereof.

Revised June 18, 2008

Exhibit D: Restrictive Covenants, as Amended

See attached

AMENDED DECLARATION OF RESTRICTIVE COVENANTS

This Amended Declaration of Restrictive Covenants, made by **WASTE MANAGEMENT OF MINNESOTA, INC.**, a Minnesota corporation ("Declarant") and the **City of Ramsey**, a Minnesota municipal corporation ("City").

WITNESSETH:

WHEREAS, Declarant owned fee simple title to certain real property located in the City of Ramsey, County of Anoka, State of Minnesota, legally described as Lots 1 and 2, Block 1 and Outlots A and B, Alpine Addition ("Property"); and

WHEREAS, Declarant made and entered into the Declaration of Restrictive Covenants on May 21, 1996, intended to run with the land and recorded as document number ____, Book ____, Page ____; and

WHEREAS, Declarant transferred the Property to the City subject to the Declaration of Restrictive Covenants which limited the use of the Property to park or open space and would thereby prohibit certain uses otherwise lawful under the City zoning code; and

WHEREAS, Declarant and City desire to modify and amend said Declaration of Restrictive Covenants imposed upon the Property and to allow certain lawful use of the Property;

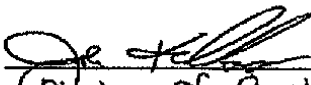
NOW, THEREFORE, Declarant and City hereby amend the Declaration of Restrictive Covenants and declare that the Property shall be held, used, occupied, and improved, subject to the following amended covenants, all of which are declared and agreed to be consistent with and in furtherance of the servitude benefiting the City and the State of Minnesota.

1. Regardless of the provisions of the City's zoning code, as from time to time amended, the Property shall not be used for any purpose other than park or open space or wireless telecommunication facilities and service.

2. Before developing the Property, the City and any wireless telecommunications carrier must receive approval from the FAA, FCC and any other State or Federal Agency involved in the approval of a telecommunication facility.
3. The telecommunication carrier pursuing a facility must provide the Commissioner of the State of Minnesota Pollution Control Agency notification of the installation, but shall not be required to seek approval, as the Minnesota Pollution Control Agency does not have jurisdiction over telecommunication facilities.
4. Each wireless telecommunications carrier shall abide by the City's zoning code and all applicable state and federal laws.
5. The City shall have final approval of the installation of the wireless telecommunications facilities.
6. The above restrictive covenants are intended to be a servitude running with the land, and they shall bind the City and all future owners and occupants of the Property, and shall be solely for the benefit of the City and the State of Minnesota, who are hereinafter referred to as the "benefited parties."
7. In the event of a breach of the restrictive covenants contained herein, each of the benefited parties shall have standing to enforce the restrictions, and upon competent proof of a breach of the restrictive covenants, shall be entitled to injunctive relief. In the event there is proof that an owner or occupant has continued to breach the restrictive covenant, after having received two (2) written notices from either benefited party to desist, either party who thereafter brings suit to enjoin the breach shall also be entitled to an award of its costs and attorneys' fees from the breaching party.

IN WITNESS WHEREOF, the undersigned Declarant and City have executed this Amended Declaration of Restrictive Covenants, effective as of latter of the dates of execution.

Waste Management of Minnesota, Inc.

By: 
 Its: Director of Operations
 Dated: 12/21/06

City of Ramsey

By: _____
 Its: _____
 Dated: _____

