

City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Nick Egger – Public Works Director

Date: January 16, 2019

Item: Approve Lease Agreement for Wireless Carrier Equipment Installation – Verizon

COUNCIL ACTION REQUESTED

Council is requested approve a lease agreement with Verizon for its equipment installation at the City's elevated water tower site on W 4th Street near Hastings High School. Council is also requested to authorize the Mayor's and City Clerk's signatures on the agreement.

BACKGROUND

Verizon has had wireless cell/data equipment installations located at the City's W 4th Street tower site since 1994 and it has run to the end of all allowable automatic renewal periods. With each wireless carrier having similar installations, but having slightly somewhat different agreement language and terms, the City has made it a priority to introduce a uniform template and agreement language terms that will apply to any wireless provider's lease at such time that their existing lease expires. The new lease agreement will allow continued residence of Verizon's wireless equipment at the site for up to twenty additional years. The initial term is five years, and the agreement allows up to three automatic renewals of five years a piece, for a total of up to 20 years.

FINANCIAL IMPACT

This lease period begins on July 15, 2019, with Verizon's beginning lease amount as follows:

West 4th Street Tower = \$35,103.14

The agreement contains an annual rent escalator of 5%, which is the same amount as in prior agreements. For instance, the rent for 2020 will be 5% higher than for 2019, the 2021 lease amount will be 5% higher than for 2020, and so on. The agreements also provide consideration for increases to the lease amounts in the event that Verizon would add facilities in a way that results in their equipment occupying additional space beyond their current footprint, with the incremental rent amount being negotiated between parties and final outcome memorialized in an agreement amendment that would also be brought before the Council for approval.

ATTACHMENTS

A copy of the agreement has been attached for reference.

STAFF RECOMMENDATION

Staff is recommending that the Council approve the agreement and authorize the Mayor and City Clerk to apply their signatures.

City of Hastings, State of Minnesota SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease"), made thisday of	20	(the
"Effective Date") between City of Hastings, a Minnesota municipal corporation ("	Landlord	i"),
and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a limited liability com	pany	
organized and existing under the laws of Delaware ("Tenant").		

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. <u>Leased Premises</u>. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, consisting of approximately 1,100 square feet, located at 1800 W 4th Street in the City of Hastings, County of Dakota, State of Minnesota, legally described in Exhibit A attached hereto ("Landlord's Property"), subject to any and all existing easements and a portion of the water tower or other structures ("Structure"), as more particularly shown in Exhibit B attached hereto, on which Tenant's telecommunications equipment will be attached and located, the exact location of each to be reasonably approved by Landlord's Director of Public Works, together with non-exclusive appurtenant easements required to run utility lines and cables, and a non-exclusive appurtenant easement across Landlord's Property for access to the Antenna Facilities (as hereinafter defined), such easements located in or upon Landlord's Property, all as described on Exhibit C attached hereto ("Leased Premises").

2. **Rent**.

- a. <u>Initial Rent Amount, Adjustments</u>. As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of \$35,103.14 (amount for 2019) which shall be prorated for 2019 and which shall be increased each year on January 1, by five percent (5.0%) of the previous year's annualized rental, with the first such increase to take effect on January 1, 2020. Tenant shall pay additional rent in an amount as may be negotiated between the parties at the Landlord's discretion, increased annually by the escalator rate set forth in the previous sentence, for equipment attached to the Structure by Tenant (in accordance with the terms and conditions hereof) in addition to those approved by Landlord at commencement of this Lease and set forth on Exhibit B. The rent amounts shall never decrease.
- b. <u>Time of Payment, Taxes</u>. The annual rent shall be paid in four (4) quarterly installments on January 1, April 1, July 1 and October 1. In addition to the annual rental, Tenant agrees to timely pay its prorata share of any taxes or payments(s) in lieu of taxes directly attributable to the installation of Tenant's Antenna Facilities (as hereinafter defined) upon the Leased Premises. Tenant shall pay a late fee in the amount of five hundred dollars (\$500.00) per month if any rent is not paid within ten (10) days of receipt of notice of the missed due date.
- c. <u>Lease Administration Fee</u>. Within thirty (30) days following full execution of this Lease by Landlord and Tenant, Tenant shall pay Landlord a onetime administrative fee

- of \$2,500.00, and a onetime reimbursement of survey and equipment verification costs in the amount of \$1,500.00.
- d. <u>Sublease</u>. The Tenant shall not be allowed to sublease space on the tower to additional telecommunications providers. Separate lease agreements for additional ground and antenna space shall be with the Landlord, not the Tenant.
- e. <u>Security Deposit</u>. Per paragraph 16(d) of this Lease, the Tenant shall, upon the commencement of this Lease, deposit with Landlord the sum of \$25,000.00 as a security deposit, which shall be fully refunded to Tenant upon the timely removal of the equipment shelter, all antennas, facilities, and related equipment, and the repair and restoration of the site to the condition existing prior to installation of the facilities, reasonable wear and tear excepted.
- f. Miscellaneous. Tenant shall pay for all reasonable costs of Landlord's inspections and installation project management costs for this project, not to exceed \$2,000, within ninety (90) days after Landlord sends an invoice along with reasonable supporting documentation for such fees to Tenant. In addition to consulting and engineering inspection costs, Tenant shall reimburse Landlord for all reasonable costs associated with reviewing this Lease and approving Tenant's application, including but not limited to all reasonable attorney's fees, staff and administrative review time and third party consultant fees and expenses. Landlord shall deliver invoices and reasonable supporting documentation for such costs as soon as reasonably practical, and in no event later than ninety (90) days following the completion of such work. All fees and invoices must be paid within ninety (90) days after Landlord sends Tenant an invoice together with reasonable supporting documentation for the same. If requested by Tenant, Landlord shall provide to Tenant in advance a reasonable estimate for the required consulting and engineering inspection costs required under this subparagraph 2(f) and subparagraphs 5(c), 5(d), 5(f) and 5(i) but Tenant shall remain obligated to pay Landlord for the actual costs incurred, even if they exceed the estimate.

3. Governmental Approval Contingency.

a. Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall include the engineering studies specified in subparagraph 3(b) and 3(c) below on the Structure to be conducted at Tenant's expense provided that if the Tenant's Antenna Facilities, as defined in subparagraph 5(b) and as they exist on the Effective Date, have previously been subject to and approved for installation and operation in prior engineering studies of the types specified in subparagraph 3(b) and 3(c) below, no new studies shall be required. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approval and shall take no action that would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. Tenant shall not consider this Lease, or the negotiations to enter into a lease, as alleviating the Tenant from any and all requirements for Tenant to obtain needed certificates, permits, zoning, and other approvals including conditional use permits or other special approvals required by City, County, State or Federal governments.

- b. Interference Study. Before obtaining a building permit, Tenant must pay for the reasonable cost of (i) a radio frequency interference study, carried out by an independent and qualified professional selected by the Tenant and approved by the Landlord, which approval shall not be unreasonably withheld, showing that Tenant's intended use will not interfere with any existing communications facilities, and (ii) an engineering study, carried out by an independent and qualified professional selected by the Landlord and approved by the Tenant, which approval shall not be unreasonably withheld, showing that the Structure is able to support the Tenant's Antenna Facilities, as defined in subparagraph 5(b), without materially adversely affecting Landlord's use of the Structure or the use of the Structure by a preexisting tenant. If the study finds that there is a potential for interference that cannot be reasonably remedied or for material adverse effect to the Structure which cannot be remedied by reasonable modifications to the Structure, Landlord may terminate the Lease immediately and refund any initial rent payment to Tenant or in the case of an improvement, expansion or replacement which creates the potential for interference or material adverse effect, Landlord may prohibit the improvement, expansion or replacement. The requirements of this subparagraph 3(b) shall not require a new interference study if the Tenant's Antenna Facilities, as defined in subparagraph 5(b) and as they exist on the Effective Date, have previously been subject to and approved for installation and operation in one or more prior engineering studies of the type specified in this subparagraph 3(b). Improvements, expansions or replacements of Tenant's Antenna Facilities may require a new or updated technical study as required pursuant to subparagraphs 5(c) and 5(i).
- c. <u>Structural Engineering Certification</u>. Before obtaining a building permit, Tenant must pay for the reasonable cost of an engineering study carried out by a qualified engineer, showing that the Structure is able to support the Tenant's Antenna Facilities as shown on Exhibit D. If the study finds that the proposed structure is inadequate to support the proposed antenna loads, and the Landlord and Tenant cannot agree to reasonable modifications to the Structure to accommodate the proposed antenna loads, Landlord may terminate this Lease immediately and refund the initial rental to Tenant or in the case the Structure is found to be inadequate to support an improvement, expansion or replacement, Landlord may prohibit the improvement, expansion or replacement. The requirements of this subparagraph 3(c) shall not require a new structural engineering study and certification if the Tenant's Antenna Facilities, as defined in subparagraph 5(b) and as they exist on the Effective Date, have previously been subject to and approved for installation and operation in one or more prior structural engineering studies and certifications of the type specified in this subparagraph 3(c). Improvements, expansions or replacements of Tenant's Antenna Facilities may require a new or updated technical study as required pursuant to subparagraphs 5(c) and 5(i).
- d. Non-Approval. In the event that any application necessary under subparagraph in 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by government authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, or if an interference or engineering study, whether conducted pursuant to subparagraph 3(b) and 3(c) above or otherwise, should indicate, in Tenant's sole discretion, that the Leased Premises are unsatisfactory for Tenant's intended use, Tenant shall have the right to terminate this Lease and be reimbursed for any rental payment previously made but not any other cost payments. Notice of Tenant's exercise of its right to terminate pursuant to this subparagraph shall be given to Landlord in writing as provided in accordance with

paragraph 26, Notices, of this Lease. Except as required under subparagraph 16(d) below, upon such termination, this Lease shall become null and void and the party's shall have no final obligation to each other except for those obligations which are expressly identified herein as surviving the termination of this Lease.

4. Term and Renewal. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the "Initial Term" of this Lease shall commence on July 15, 2019 (the "Commencement Date"), at which time rental payments shall commence, and end on December 31, 2024. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for three (3) additional five (5) year renewal periods (each a "Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than one hundred eighty (180) days prior to the expiration of the Initial term or any Renewal Term, such notice to be provided in accordance with paragraph 26 of this Lease.

5. Tenant Use.

- a. <u>User Priority</u>. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:
 - i. Landlord;
 - ii. Public safety agencies, including law enforcement, fire, and ambulance services that are not part of the Landlord;
 - iii. Other governmental agencies where use is not related to public safety; and
 - iv. Tenant and other government-regulated entities whose antenna offer a service to the general public for a fee in a manner similar to public utility, such as long distance and cellular telephone, not including radio or television broadcasters and pre-existing tenants.
- b. <u>Purposes</u>. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating Landlord-approved (which approval shall not be unreasonably withheld, conditioned or delayed) communications Antenna Facilities (as hereinafter defined), equipment, cabinets and an accessory building, and uses incidental thereto for providing wireless telecommunications services which Tenant is legally authorized to provide to the public. Landlord grants Tenant the right to enter upon Landlord's Property to conduct Tenant's engineering/technical feasibility studies prior to installation of Tenant's Antenna Facilities (as hereinafter defined) on the Leased Premises. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Landlord's Property, except the Leased Premises, to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises except as set forth in subparagraph 5(n) herein. Tenant's communications antenna facility shall consist of antennas at a Landlord-approved location (which approval shall not be unreasonably withheld, conditioned or delayed), along with cables and appurtenances connected to an accessory building or cabinet located on the Leased Premises ("Antenna Facilities"). Tenant's installation, maintenance and operation of the Antenna Facilities

- shall at all times comply with all applicable ordinances, statutes and regulations of local, state and federal governmental agencies. Tenant shall have exclusive use of its Antenna Facilities.
- c. Construction. Tenant may erect and operate an antenna array in accordance with its submitted application (Exhibit B) and its plans and specifications (Exhibit D). Tenant agrees that it will install only antennas that Tenant knows will not interfere with existing antennas or with antennas with higher priority. If Tenant seeks to increase the number of antennas, and such installation shall exceed the requirements or standard discussed in the engineering study as required by paragraph 3(c), then, it must first pay the reasonable cost of an evaluation carried out by an independent and qualified professional selected by the Tenant and approved by the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed demonstrating that (i) each additional antenna will not interfere with existing antennas, and that (ii) the Structure can structurally support the additional antennas. The Tenant must pay the cost of each evaluation within ninety (90) days after receiving written notice of the cost together with reasonable supporting documentation. Tenant must obtain Landlord's consent prior to installation of additional antennas; however, such consent will not be unreasonably withheld, conditioned or delayed. An increase in the number of antennas from the original installation shall increase the annualized rental as provided in paragraph 2(a).
- d. Construction Plans. For the initial installation of all Antenna Facilities and for any and all subsequent revisions and/or modifications thereof, or additions thereto, Tenant shall provide Landlord and Landlord's Water Tower Construction Engineer ("Construction Engineer") each with a copy of electronically-formatted (PDF) as-built drawings ("Construction Plans") of the equipment and improvements installed on the Leased Premises consisting of the following and any additional information reasonably requested in writing by the Landlord:
 - 1) line or CAD drawings showing the actual physical location of all planned installations plus materials and construction methods;
 - 2) specifications for all planned installations;
 - 3) diagrams of proposed Antenna Facilities;
 - 4) a complete and detailed inventory of all equipment and personal property of Tenant actually placed on the Leased Premises. Landlord retains the right to survey the installed equipment.

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

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

For any new project or supplemental installations, Tenant shall provide Landlord, within thirty (30) days after Tenant's activates the Antenna Facilities, with a site plan in electronic

file format compatible with the Landlord's record file system as Exhibit B consisting of asbuilt drawings of the Antenna Facilities and the improvements installed on the Leased Premises, which show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the property, inventory of all equipment, personal property, and Antenna Facilities.

- e. <u>Contractor Approval</u>. Any contractor chosen by Tenant to carry out construction, installation, maintenance or any other work on the water tower must be pre-approved by the Landlord prior to the pre-construction meeting. Contractor information to include at the minimum:
 - Name and contact information
 - Experience (with water storage tank installations)
 - OSHA violations within the previous three years.

The Landlord retains sole discretion and reserves the right to reject any and all contractors the Tenant may choose for the installation work as determined to be in the best interests of the Landlord and to waive any informalities.

- f. Inspection. Consulting engineering inspection will be provided beginning with the preconstruction conference and continuing through installation/construction/punch-list and verification of as-builts at project completion as determined solely by Landlord, at Tenant's expense. Landlord will not arbitrarily require more inspection than is reasonably necessary to insure the continued delivery of service and security of Landlord's property. Tenant shall pay for all costs of Landlord's inspections/installation project management costs for this project within ninety (90) days after Landlord sends an invoice for such fees together with reasonable supporting documentation evidencing such fees to Tenant. In addition to consulting and engineering inspection costs, Tenant shall reimburse Landlord for all costs associated with reviewing this Lease and approving Tenant's application, including but not limited to all reasonable attorney's fees, staff and administrative review time and third party consultant fees and expenses. All fees and invoices must be paid within ninety (90) days after Landlord sends Tenant an invoice for the same together with reasonable supporting documentation evidencing such fees. Landlord shall deliver invoices and reasonable supporting documentation for all costs and expenses as soon as reasonably practical, and in no event later than ninety (90) days following the completion of such work. Prior to energizing Tenant's system (start-up); all punch list items related to installation must be substantially complete (the exception may be weather related finish painting, etc. as determined by Landlord).
- g. Operation. Tenant shall have the right, at its sole expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices with all applicable FCC rules and regulations. Tenant's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage done by Tenant, its employees or agents to the Leased Premises or other Landlord Property including the Structure during installation or during operations, shall be repaired by Tenant at Tenant's expense within thirty (30) days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in the Lease.

- h. Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises, and secured by Tenant. If Tenant's Antenna Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure. The Landlord reserves the right to require or waive this requirement as it pertains to feed line, jumpers, brackets, connecters, and other ancillary equipment on a case by case basis depending on the installation configuration.
- i. <u>Improvements or Replacements</u>. A replacement should be considered the direct replacement of items of the same type of equipment, with the same or smaller size, the same or lighter weight, and the same location as the equipment originally approved and documented in Exhibit B. Replacement with different equipment type, configuration, larger size, heavier weight, or location may require technical review and a new lease request and approval. Before the Tenant may update or replace the Antenna Facilities, Tenant must notify and provide a detailed proposal to Landlord. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities and any other information reasonably requested by Landlord of such requested update or replacement, including but not limited to a technical study, carried out at Tenant's expense. Notwithstanding the foregoing, Tenant may make all necessary repairs, modifications, improvements or alterations to the internal portions of equipment and to all ground-based equipment without submission of plans or proposals, provided such alterations, modifications or improvements do not significantly change the exterior appearance of the Antenna Facilities or increase the amount of physical space or volume occupied by the Tenant's equipment.
- j. <u>Drawings</u>. Unless duplicative of previous specifications and drawings submitted to Landlord, Tenant shall provide Landlord 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 Premise (see item d. Construction Plans).
- k. No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises and owned by Tenant in a safe condition, in good repair and in manner reasonably suitable to Landlord so as not to conflict with the use of the surrounding Landlord's Property by Landlord. Tenant 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 Landlord.
- 1. Access. Tenant, at all times during this Lease, shall have exclusive access to its Antenna Facilities located on the Leased Premises and non-exclusive access to the Structure in order to install, operate, repair, remove and maintain its Antenna Facilities. Tenant shall request access to the Structure twenty-four (24) hours in advance, except in an emergency, to the Public Works Department office located at 1225 Progress Drive, Hastings, MN 55033. In an emergency situation the Public Works Department may be contacted at (651) 248-3271 or such other number as provided by the Landlord in advance. The Tenant shall reimburse the Landlord for costs associated with providing after-hours access to the Structure and surrounding areas. The Tenant shall reimburse the

Landlord two times the current hourly rate paid to the employee providing after-hours access with minimum billable time of three (3) hours. All reimbursement shall be paid within ninety (90) days from the date of the Landlord's invoice to the Tenant, together with reasonable supporting documentation evidencing such costs. Access to antenna equipment on the Leased Premises elevated water tank shall be with prior notice, Tenant's employee's identification and in the presence of a City of Hastings Water Department employee. Both the Water Department and the Tenant shall maintain a written record of all site visits, including the name of all personnel.

- m. Payment of Utilities. Landlord makes no representations that utilities adequate for Tenant's use of the Leased Premises are available. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall be responsible to promptly pay all costs associated therewith. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by the servicing utility.
- n. Quiet Enjoyment. Tenant, upon paying the rent shall peaceably and quietly have, hold and enjoy the Leased Premises and shall not be disturbed in its possession, use and enjoyment of the Leased Premises. Landlord shall not cause or permit any use of the Landlord's Property that interferes with or impairs (a) the integrity of the Structure to which the Antenna Facilities are attached or (b) the quality of the communication services being rendered by Tenant from the Leased Premises. Except in cases of emergency, Landlord shall not have access to the Antenna Facilities ground level equipment building on the Leased Premises unless accompanied by Tenant's personnel.
- 6. <u>Emergency Facilities</u>. In the event of a natural or manmade disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed (90) days unless Tenant obtains written approval from the Landlord.
- 7. Additional Maintenance Expenses. Upon notice from Landlord, Tenant shall promptly pay to Landlord all reasonable additional Landlord expenses incurred in maintaining the Leased Premises, including painting of the Leased Premises, which are directly caused by Tenant's occupancy of the Leased Premises within ninety (90) days from the date of the Landlord's invoice to the Tenant, together with reasonable supporting documentation evidencing such costs.
- 8. <u>Advances in Technology</u>. As technology advances and improved antennas are developed which are routinely used in Tenant's business, Landlord may request the replacement of existing antennas with the improved antennas if the new antennas are more aesthetically pleasing or otherwise foster a public purpose provided it shall be in the sole and exclusive discretion of the Tenant to determine if the installation and use of the improved antennas are practical and technically feasible at this location.
- 9. <u>Additional Buildings</u>. Tenant acknowledges that Landlord may permit additional buildings to be constructed on Landlord's Property. At such time as this may occur, Landlord will permit said buildings to be placed immediately adjacent to Tenant's building and will allow

"attachments" to its building so as to give the appearance that all buildings are a connected facility. Said attachments will be made at no cost to Landlord, will not compromise the structural integrity of Tenant's building, and will not unreasonably interfere with the operation and maintenance of other Tenant's Antenna Facilities.

10. Structure Reconditioning and Repairs. Tenant shall remove its Antenna Facilities at Tenant's cost, upon reasonable notice to allow maintenance, repair, repainting, restoration or other activity as required by Landlord. There may be scheduled interruptions in use of the Antenna Facilities. Except in the case of an emergency, Landlord shall give Tennant onehundred eighty (180) days' notice of repair, repainting or restoration. In case of emergency, Tenant shall immediately remove Tenant's Antenna Facilities upon reasonable notification to Tenant until such time as there is no longer an emergency but if Tenant does not remove Tenant's Antenna Facilities within a reasonable time based on the circumstances created by the emergency, Landlord may remove Tenant's Antenna Facilities taking all reasonable precautions to prevent damage to the same. An "emergency" shall be deemed to exist only in those situations which constitute an immediate threat to the health or safety of the public or immediate danger to the Landlord's Property. In the event the use of Tenant's Antenna Facilities is interrupted, Tenant shall have the right to maintain mobile cellular equipment on the Landlord's Property. Oldest tenants will have priority if space is limited. If Landlord's Property will not accommodate mobile equipment, it is Tenant's responsibility to locate auxiliary sites.

11. Intentionally Omitted.

12. <u>Defenses and Indemnification</u>.

- a. <u>General</u>. Landlord and Tenant each indemnify the other against and hold the other harmless from any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (i) the breach of the Lease by the indemnifying party; and (ii) the use and or occupancy of the Landlord's Property, except for any claims, actions, damage, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party. This provision shall survive the termination to this Lease.
- b. Hazardous Materials. Without limiting the scope of subparagraph 12(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, elected officials and employees harmless from and against any and all claims, cost, and liabilities, including reasonable attorneys' and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant's use of Hazardous Materials. This defense and indemnification shall not apply to claims, costs, and liabilities arising from Landlord's negligence or willful misconduct. Without limiting the scope of subparagraph 12(a) above, Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all claims, cost, and liabilities, including reasonable attorneys' and costs, arising out of or in connection with the cleanup or restoration of Landlord's Property associated with the Landlord's use of Hazardous Materials. This defense and indemnification shall not apply to claims, costs, and liabilities arising from Tenant's negligence or willful misconduct. For the purposes of this Lease "Hazardous Materials" shall be interpreted broadly and specifically includes, without

- limitation, asbestos, fuel, batteries or any hazardous substance, waste, or material as defined in any federal, state or local environmental or safety laws or regulation including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Ad (CERCLA).
- c. <u>Tenant's Warranty</u>. Tenant represents and warrants that the use of the Leased Premises will not generate and Tenant will not store or dispose of on the Lease Premise, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Material on the Leased Premises; Tenant shall provide initial and annual updates of Material Safety Datasheets (MSD) on all hazardous materials that are part of, or necessary to, the operation of the antenna system and maintenance thereof. Tenant warrants that no hazardous material supplies used in routine maintenance and or repair will be stored on the Leased Premises. The obligations of this paragraph 12(c) shall survive the expiration or other termination of this Lease.
- d. <u>Landlord's Warranty</u>. An analysis of the Structure's paint content of Lead and Chromium is provided in Exhibit A. Landlord represents and warrants that it is not aware of the existence of any other Hazardous Materials on the Leased Premises, the Structure, or the Landlord's Property. The obligations of the paragraph 12(d) shall survive the expiration or other termination of this Lease.

13. Insurance.

- a. <u>Workers' Compensation</u>. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statues. The policy shall also provide Employer's Liability coverage with limits of \$500,000.00 bodily injury each accident, \$500,000.00 bodily injury by disease, policy limit, and \$500,000.00 bodily injury by disease, each employee.
- b. General Liability. The Tenant must maintain an occurrence form Commercial General Liability Coverage. Such coverage shall provide for third party bodily injury and property damage arising out of the use, maintenance or operation of the Lease Premises and Antenna Facilities. The Tenant must maintain aforementioned Commercial General Liability Coverage with limits of liability of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate including \$2,000,000.00 products and completed operations aggregate and personal and advertising injury.
- c. <u>Automobile Liability</u>. The Tenant must carry Commercial Automobile Liability coverage. Coverage in the amount of \$1,000,000.00 combined single limit each accident covering all owned, non-owned and hired vehicles.
- d. <u>Tenant Property Insurance</u>. The Tenant must keep in force for the duration of the Lease a policy covering 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. <u>Landlord's Insurance</u>. Landlord shall maintain Municipal General Liability Insurance insuring landlord against liability for personal injury, death or damage arising out of Landlord's ownership, use or management of the Leased Premises or Structure by

- Landlord, its employees or agents, with combined single limits of \$1,000,000.00. Landlord shall also maintain fire and extended coverage insurance insuring the Structure for its full insurable value (subject to reasonable deductibles).
- f. Adjustment of Insurance Coverage Limits. Notwithstanding the foregoing insurance requirements of Tenant, Tenant agrees to periodically review and adjust insurance coverage limits in accordance with then-current market and industry standards during the Initial Term and Renewal Terms.
- g. Additional Insured Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by companies authorized to transact business in Minnesota and who hold a current rating of not less than A-, VII according to A.M. Best, which includes all coverages required in this paragraph 13. Tenant will include Landlord as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Commercial Automobile Liability Policies but only to the extent allowed in paragraph 12, Defense and Indemnification, of this Lease. The Certificate shall also provide that the coverage may not be canceled without thirty (30) days prior written notice to Landlord.
- 14. <u>Damage or Destruction</u>. Tenant's installation of the Antenna Facilities shall be done according to plans approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations shall be repaired at Tenant's expense within 30 days after notification of damage which said notice shall include proof that Tenant caused the damage and to Landlord's reasonable satisfaction. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease. Recommendations for mounting installations and brackets for cable runs are available from Landlord.

15. Intentionally Omitted.

16. Lease Termination.

- a. <u>Events of Termination</u>. Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days' written notice to the other party, provided in accordance with paragraph 26, Notices, of this Lease, as follows:
 - i. By either party upon a default of any covenant or term hereof by the other party, which default is not cured with in 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 provision hereof), except that this Lease shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; or
 - ii. By Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business, or determines that such government approvals may not be obtained in a timely manner; or

- iii. By Tenant for cause if the Leased Premises are or become unusable under Tenant's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong or for technological reasons including without limitation shadowing or interference under Tenant's Antenna Facilities; or
- iv. Tenant's transmission is interfered with by Landlord or its other tenants' equipment. Such right to terminate shall become void if Landlord cures such interference within thirty (30) days of receipt of written notice; or
- v. By Landlord if an independent engineer engaged by Landlord determines that the Structure is structurally unsound, including, but not limited to, consideration of age of Structure, damage or destruction of all or part of the structure on the Leased Premises from any source or factors relating to condition of the Leased Premises; or
- vi. Upon 12 month's prior written notice by the Landlord to Tenant if its City Council decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Tenant and/or discontinue use of the Leased Premises for this purpose; or
- vii. By Landlord if it reasonably determines that a potential user with a higher priority under subparagraph 5(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 following written notice to Tenant of such interference and after expiration of a thirty (30) day cure period provided that during that cure period, Tenant shall discontinue the operation of the Tenant's Antennae Facilities or the portion thereof causing the interference until such cure is completed; or
- viii. By Landlord if it reasonably determines that Tenant has failed to comply with applicable ordinances or state or federal law, or any conditions attached to government approvals granted thereunder following written notice to Tenant of such failure and after expiration of a thirty (30) day cure period, except that this Lease shall not be terminated if the failure cannot reasonably be cured within such thirty (30) day period and the Tenant has commenced to cure the failure within such thirty (30) day period and diligently pursues the cure to completion.
- b. <u>Notice of Termination</u>. In accordance with paragraph 26, Notices, the parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. Except as set forth herein, all rent paid for the Lease prior to said termination date shall be retained by Landlord.
- c. <u>Tenant's Liability for Early Termination</u>. If Tenant terminates this Lease other than for cause or of right as provided in this Lease, Tenant shall pay to Landlord as liquidated damages for early termination, 150% of the annual rent for the year in which Tenant terminates, unless Tenant terminates during the last year of any Term under paragraph 4 and Tenant has paid the annual rental for that year.

- d. Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have sixty (60) days from the termination or expiration date to remove its Antenna Facilities and related equipment from the Leased Premises, repair the affected site and restore the surface of the Structure to the condition existing prior to installation of the facilities, reasonable wear and tear excepted. Should this situation occur during the winter season, the sixty-day period shall commence at the start of weather permissible to the quality of workmanship required by Landlord. Such time period shall be agreeable to Landlord and Tenant. In the event that Tenant's Antenna Facilities and related equipment are not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord, and Tenant shall have no further rights thereto. Upon the commencement of this Lease, Tenant shall deposit with Landlord the sum of \$25,000.00 as a security deposit, which shall be fully refunded to Tenant upon the timely removal of the Antenna Facilities, and related equipment, the repair of the site to the reasonable satisfaction of the Landlord. In the event that Tenant's Antenna Facilities, and related equipment are not removed to the reasonable satisfaction of the Landlord, the Landlord shall have the option to take the following actions:
 - 1. Fully decommission the Antenna Facilities, have the Antenna Facilities removed, and repair the site and restore the property, and bill the Tenant for the cost of such actions. If Landlord removes the Antenna Facilities or related equipment, Landlord must give written notice to any mortgagee of Tenant at the addresses provided, informing them that Antenna Facilities or related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within ninety (90) days; or
 - 2. Take full ownership of the Antenna Facilities and continue their operations at the expense and benefit of the Landlord.
- e. If Landlord elects to terminate this Lease in order to demolish or otherwise remove from service the elevated water tank on Leased Premises and construct a new water tower on or in the vicinity of the Leased Premises then:
 - i. If requested by Tenant, subject to compliance with all requirements of Section 3 of this agreement, Landlord shall make a good faith effort to accommodate the relocation of Tenant's equipment to the new elevated tank at Tenant's sole cost and expense upon completion of the new elevated tank; and
 - ii. Tenant may continue to occupy the existing elevated tank until thirty (30) days after Landlord notifies Tenant that the new elevated tank is complete and that Tenant may relocate their equipment to the new tank; and
 - iii. Upon relocation of Tenant's equipment on the new tank, this Lease shall be deemed a lease of the space to be occupied by Tenant on the new tank and the parties shall amend the Lease exhibits in order to identify the new tank site and Tenant's equipment locations thereon.
- 17. <u>Limitation of Landlord's Liability</u>. If Landlord terminates this Lease other than for cause as of right as provided in this Lease, or Landlord or Landlord's employees, agents, representatives or contractors cause interruption of the business of Tenant, or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to

the actual and direct costs of the replacement of this site in Tenant's network including, without limitation, equipment removal, relocation or repair, and all cost associated with the identification of a new site for Tenant's replacement communications facility, the negotiation of its purchase or lease, applying for any necessary governmental approvals, and the cost of constructing a new antenna support structure, including without limitation, surveys, designs, foundation, steel, and erection of the structure and supporting facilities, but not including the Tenant's own communications equipment, and shall specifically exclude any recovery-for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damage to Tenant.

18. Temporary Interruptions of Service. If Landlord reasonably determines that continued operation of Tenant's 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), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such order. Service shall be discontinued only for the period that the immediate threat exists. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities except as may be caused by the negligence or willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period great than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without payment for a termination fee. Further, Tenant shall be entitled to a reimbursement of prepaid rent covering the period subsequent to the date of service discontinuance.

19. **Tenant Interference**.

- a. With Structure. In the performance of its approved use, Tenant shall at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not materially interfere with Landlord's use of the Structure and agrees to cease all such actions that unreasonably and materially interfere with Landlord's use there-of no later than three (3) business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease for cause and without payment of a termination fee. Further, Tenant shall be entitled to a reimbursement of prepaid rent covering the period subsequent to the date of interference from Landlord.
- b. With Higher Priority Users. If Tenant's Antenna Facilities cause impermissible interference with higher priority users as set forth under subparagraph 5(a) above or with the equipment of pre-existing tenants installed as of the Effective Date or prior to the interfering facilities of Tenant installed after the Effective Date, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated with 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated with thirty (30) days after

- Tenant received Landlord's written notice, Landlord or Tenant may at its option terminate this Lease immediately.
- c. <u>Interference Study New Occupants</u>. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area in close proximity to the Leased Premises ("Leased Premises Area"), Tenant shall provide to Landlord within sixty (60) days the radio frequencies currently in operation or anticipated by Tenant to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.
- d. Interference New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to Tenant, or allow such party to add additional equipment to the Structure, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities. Landlord agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with Tenant's Antenna Facilities. Landlord agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operation of Tenant cause by such subsequent occupants if such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek: injunctive relief against the interfering occupant, at Tenant's expense.
- 20. Noise. All wireless service facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air-conditioning units. Backup generators shall only be operated during power outages and for testing and maintenance purposes. At any time, noise attenuation measures may be required by the City of Hastings when deemed necessary. Testing and maintenance activities of wireless service facilities which generate audible noise shall occur between the hours of eight o'clock (8:00) A.M. and five o'clock (5:00) P.M., weekdays (Monday through Friday, non-holiday) excluding emergency repairs, unless allowed at other times by the City of Hastings. Testing and maintenance activities that do not generate audible noise may occur at any time, unless otherwise restricted by the City of Hastings.
- 21. <u>Installation of a Generator</u>. Tenant shall not install or replace any generator on the Landlord's Property without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall be permitted to place an emergency generator within its Leased Premises for a period up to seven (7) days in the event of a power failure to the Antenna Facilities. In the event that Landlord grants approval for the placement of a generator on the Landlord's Property, or Tenant is permitted to place a generator within its Leased Premises due to an emergency power failure, Tenant agrees to maintain or repair any such generator within its Leased Premises, as located on Exhibit B. Tenant further agrees that Landlord may limit the noise level at the Landlord's Property that may prohibit the use of the generator and that the installation of any generator must fall within the noise level

limits set by local ordinance. In the event that Tenant exceeds the noise level set forth by such local ordinance, Tenant shall take all such steps reasonably requested by Landlord in writing to reduce the sound levels to the level required by such ordinance, including, but not limited to, installing additional mufflers, or any other requirements that may be requested by Landlord in writing, including but not limited to ceasing all operations of the generator. All sound reduction measures requested by Landlord shall be performed at Tenant's sole cost and expense. If Tenant fails to immediately comply with the local noise ordinances following written notice by Landlord to Tenant, Landlord may take any and all measures to stop the use of the generator. Tenant shall further repair any and all damage caused by the use of the generator upon the Landlord's Property. All expenses incurred by Landlord hereunder, including reasonable attorneys' fees, shall be paid by Tenant to Landlord within ninety (90) days after Landlord sends to Tenant an invoice together with reasonable supporting documentation evidencing such expenses.

- 22. Assignment. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates without the written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, an "affiliate" means an entity that acquires, controls, is controlled by, or is under common control with Tenant. Additionally, Tenant may assign this Agreement to any entity which acquires all or substantially all of Tenant's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of Landlord. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity that provides financing for the purchase of equipment used by Tenant in connection with the provision of wireless telecommunication services.
- 23. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of the said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, where awarded as compensation for diminution value in of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities and leasehold improvements.
- 24. <u>Disputes</u>. In the event any claim, controversy or dispute arising out of this Lease is not resolved within thirty (30) days following notice of the dispute, the parties shall in good faith first engage in face-to-face negotiations to resolve such claim, controversy or dispute. If the parties are unable to resolve the matter following face-to-face negotiations, it shall be submitted promptly to mediation. Each party shall bear its own cost of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was

submitted to mediation, either party may file a claim in arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Leased Premises are located. Arbitration shall be the exclusive remedy of the parties. Either party may apply to the arbitrator seeking injunctive relief, until the arbitration award is rendered or the controversy is otherwise resolved. Either party may also, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction, any interim or provisional relief that is necessary to protect the rights or property of the party, pending the arbitrator's final decision on the merits of the controversy.

- 25. <u>Enforcement and Attorneys' Fees</u>. In the event that either party to this Lease shall bring a claim to enforce any rights hereunder, the prevailing party shall be entitled to recover cost and reasonable attorneys' fees and other reasonable enforcement cost and expenses incurred as a result to such claim.
- 26. <u>Notices</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier services, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord:

City of Hastings Attn: City Administrator 101 East 4th Street Hastings, MN 55033

If to Tenant:

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

- 27. <u>Authority</u>. Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.
- 28. <u>Binding Effect</u>. This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
- 29. <u>Complete Lease</u>; <u>Amendments</u>. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiation, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both party's hereto. Exhibits A, B, C, and D are incorporated into this Lease by reference.

- 30. **Governing Law**. This lease shall be construed in accordance with the laws of the State of Minnesota.
- 31. <u>Severability</u>. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- 32. <u>Memorandum</u>. Upon request by either party, the parties agree to promptly execute and deliver a recordable memorandum of this Lease in a form acceptable to both parties, which may be recorded by the party requesting the memorandum of lease.
- 33. <u>Counterparts</u>. This Lease may be signed in counterpart by the parties hereto, each of which shall be deemed an original, but all of which when taken together, shall constitute a single instrument.
- 34. <u>Cooperation</u>. The parties hereby agree to cooperate with each other and their authorized representatives regarding any reasonable request made subsequent to execution of this Lease, to correct any clerical errors contained in this Lease and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Lease. The parties further agree that "to cooperate" as used in this Lease includes but is not limited to, the agreement by the parties to execute or re-execute any documents that either party reasonably deems necessary and desirable to carry out the intent to this Lease.
- 35. **Prior Terminated Agreement**. Landlord and Tenant agree that this Agreement replaces the agreement between the City of Hastings and Minneapolis SMSA Ltd. Partnership dated July 15, 1994 referenced by Tenant as **Contract #NG 11092** ("Terminated Agreement"). Landlord and Tenant acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, Tenant may continue to make, and the Landlord may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date and year first above written.

LANDLORD

Dated:	, 2019	CITY OF HASTINGS, A Minnesota Municipal Corporation
		By: Mary D. Fasbender, Its Mayor
(SEAL)		By:
		Julie Flaten, Interim City Administrator

Dated:, 2019	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
	By:
	Name:

TENANT

LIST OF EXHIBITS

Exhibit "A": Legal Description of the Property

Exhibit "B": Antenna Site Application

Exhibit "C": Site Survey

Exhibit "D": Plans and Specifications

Exhibit A Legal Description

Legal Description of Premises

The North 297 feet of the South 330 feet of the West 330 feet of the North ½ of the Northwest ¼, Section 29, Township 115, Range 17, Dakota County, Minnesota.

Exhibit B Antenna Site Application (not used – existing installation)

Exhibits C & D Plans & Specifications (existing equipment plans on following pages)

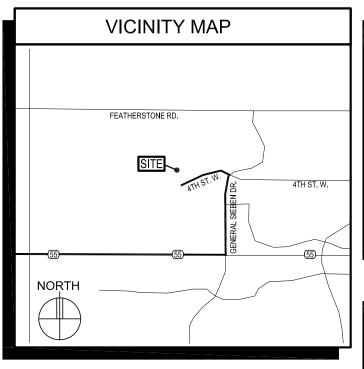
VERIZON WIRELESS

MIN HASTINGS PCS-LTE



GENERAL NOTES

- 1. In the event that Special Inspections are not performed in compliance with the contract terms, bid specifications and/or specified form, the General Contractor will be liable for all damages, construction performance, failures, and corrective actions related to the same.
- 2. The following general notes shall apply to drawings and govern unless otherwise noted or specified.
- The work delineated in these drawings and described in the specifications shall conform to codes, standards and regulations that have jurisdiction in the state of MINNESOTA , and the city of HASTINGS.
- 4. Requirements and regulations pertaining to R.F. safety codes and practices must be incorporated in the work even though they may not be listed individually and separately in either the drawings or the specifications.
- 5. Compare field conditions with architectural and engineering drawings. Any discrepancies shall be directed to the Architect for clarification prior to fabrication and/or construction. Submit necessary shop drawings prior to fabrication for approval by the Architect. No information or details on these sheets may be used without the permission of the owner, or the architect.
- 6. Do not scale drawings! 11" x 17" drawings to scale 24" x 36" drawings scale multiply by 2
- . Unless otherwise shown or noted, typical details shall be used where applicable
- Details shall be considered typical at similar conditions.
- Safety measures: The contractor shall be solely and completely responsible for the conditions of the job site, including safety of the persons and property and for independent engineering reviews of these conditions. The Architect's or Engineers' job site review is not intended to include review of the adequacy of the contractor's safety measures.
- 10. Within these plans and specifications, "Owner" implies VERIZON WIRELESS.
- 11. The work is the responsibility of the general contractor unless noted otherwise
- 12. The terms "contractor" and "g.c." refer to the owner's general contractor and the general contractor's sub-contractors. It is the general contractor's responsibility to determine the division of work among sub-contractors.
- 13. The general contractor is responsible in obtaining necessary public and private underground utility locate services prior to start of excavating / construction.



SITE DIRECTIONS

RECTIONS FROM BLOOMINGTON RNC:

FROM W. OLD SHAKOPEE RD. TURN LEFT TO MERGE ONTO I-35W N. CONTINUE ON I-35W N FOR APPROXIMATELY 2 MILES, THEN TAKE EXIT 9A TO MERGE ONTO I-494 E/MN-5 E. CONTINUE ON I-494 E FOR APPROXIMATELY 7 MILES, THEN TAKE EXIT 66 TO MERGE ONTO US-52 S TOWARDS ROCHESTER. CONTINUE ON US-52 S FOR APPROXIMATELY 8 MILES, THEN TAKE THE EXIT FOR MN-55 E. CONTINUE ON MN-55 E FOR APPROXIMATELY 7.5 MILES, THEN TURN LEFT ONTO GENERAL SIBEBN DR. TURN LEFT ONTO 4TH ST. W. WATER TANK WILL BE ON THE RIGHT.

PROJECT INFORMATION

SITE NAME: MIN HASTINGS
PROJECT NUMBER: 20181820010
SITE ADDRESS: 1800 W. 4TH ST

1800 W. 4TH ST. HASTINGS, MN 55033

 COUNTY:
 DAKOTA

 LATITUDE:
 N44° 44' 33.88"

 LONGITUDE:
 W92° 53' 36.75"

ANTENNA TIP HEIGHT: VARIES (SEE ANTENNA KEY)
ANTENNA CENTERLINE HEIGHT: VARIES (SEE ANTENNA KEY)

902' AMSI

STRUCTURE HEIGHT: 126.0' AGI

OVERALL STRUCTURE HEIGHT: 130.0' AGL (APPROX.)

GENERATOR ON SITE: YES

TOWER BUILT: 1985

BASED ON SMR DATED: 05-08-15

COAX RUNS: "X" COAX RUN = (2) 1-5/8" LINES @ 160' EA "Y" COAX RUN = (2) 1-5/8" LINES @ 200' EA

"Z" COAX RUN = (2) 1-5/8" LINES @ 330' EA
(3) 6RRU HYBRID CABLES (PROPOSED)

PROJECT DESCRIPTION:

GROUND FLEVATION

REMOVE (9) EXISTING PANEL ANTENNAS, (2) 1-5/8" COAX, (4) 7/8" COAX, (2) SECTOR BOXES, (3) RRUS12 RADIOS, ALL DIPLEXERS AND TTA'S, (1) 6RRU HYBRID CABLE AND (1) 2RRU HYBRID CABLES. ADD (6) PANEL ANTENNAS, (3) 8843 RADIOS, (3) 4449 RADIOS, (3) DISTRIBUTION BOXES ON TOWER, (3) DISTRIBUTION BOXES IN SHELTER AND (3) 6RRU HYBRID CABLES.

	SHEET INDEX								
SHEET	SHEET DESCRIPTION								
T-1	PROJECT INFORMATION, MAPS, DIRECTIONS, AND SHEET INDEX								
A-1	SITE PLAN & PAINTING SPECIFICATIONS								
A-2	TOWER ELEVATIONS								
A-3	EQUIP. ROOM PLAN, COAX ENTRY DETAILS & MOUNTING DETAIL								
A-4	COAX, ANTENNA & TTA KEY AND MISC. PHOTOS								
A-5	COAX, ANTENNA & TTA KEY								
A-6	ANTENNA MOUNTING DETAIL & ONE-LINE DIAGRAMS								
A-7	MISC. PHOTOS								
S1-S7	STRUCTURAL DRAWINGS, NOTES & DETAILS								
	SPECIAL INSPECTION FORM								

ISSUE SUMMARY

REV.	DESCRIPTION	SHEET OR DETAIL
Α	ISSUED FOR REVIEW 11-06-15	ALL
B/C	ISSUED FOR OWNER SIGNOFF 11-12-15/01-22-16	ALL
0	ISSUED FOR BID / CONSTRUCTION 02-22-16	ALL
1	ISSUED FOR BID / CONSTRUCTION 10-23-16	ALL

CONTACTS

LESSOR: CITY OF HASTINGS

LESSEE: VERIZON WIRELESS

10801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 STEVE EDWARDS (612) 720-6377

ARCHITECT: DESIGN 1 OF EDEN PRAIRIE, LLC

9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-9299

STRUCTURAL ULTEIG ENGINEERS
ENGINEER: 4285 LEXINGTON AVE. N.

ST. PAUL, MN 55126 (651) 415-3800

VERIZON WIRELESS DEPARTMENTAL APPROVALS

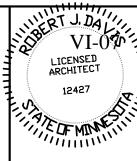
JOB TITLE	NAME	DATE
RF ENGINEER	MIHAELA OXLEY	11-09-15
CONSTRUCTION ENGINEER	DOUG FREDERICK	11-10-15

LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE
	NICK EGGER	02-01-16

LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW

NO CHANGES. CHANGES NEEDED. SEE COMMENTS ON PLANS.



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

Print Name: ROBERT J. DAVIS



Date: 10-23-18



9973 VALLEY VIEW RD. EDEN PRAIRIE, MN 55344 (952) 903-9299 WWW.DESIGN1EP.COM

VERIZON WIRELESS

10801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 (612) 720-6377

PROJECT 20181820010 LOC. CODE # 140086

> MIN HASTINGS PCS-LTE

1800 W. 4TH ST. HASTINGS, MN 55033

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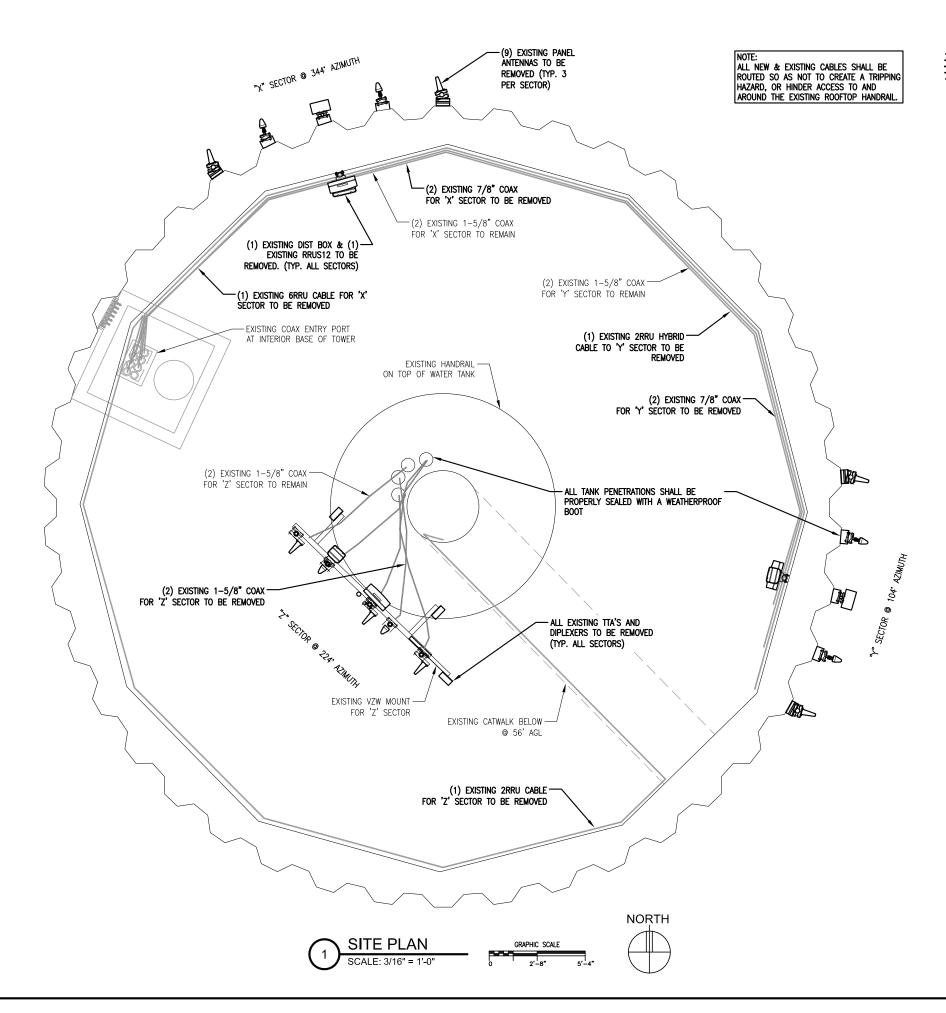
CONTACTS
ISSUE SUMMARY
SHEET INDEX
DEPARTMENTAL APPROVALS
LESSOR APPROVAL
PROJECT INFORMATION
VICINITY MAP
GENERAL NOTES

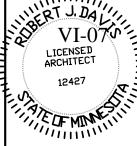
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DATE:	09-29-15
CHECKED BY:	KNE
REV. A	11-06-15
REV. B	11-12-15
REV. C	01-22-16
REV. 0	02-22-16
REV. 1	10-23-18

T-′

09 9000 PAINTING

- a. Painting of all new items, and repair of all damaged areas of the tower will be required. Surface preparation and painting requirements are as follows:
- b. Remove all surface contaminants in accordance with SSPC-SP-1 Solvent Cleaning. Do not use hydrocarbon solvents on surfaces to be coated with water based coating.
- c. Under the direction of the Engineer, spot repair the tank and tower surfaces where the coating has been damaged by structural repairs and modifications, to an SSPC-SP-10 Near White Metal Blast Clean. This work includes all new items and at other areas damaged by structural repairs or modifications. Feather edges of existing coating, at spot blasted areas, using SSPC-SP-3 Power Tool Cleaning methods.
- d. Before any primer or coating is applied, metal surfaces shall be completely dry, dust free, inspected and approved by the Engineer.
- e. No coating shall be permitted when the relative humidity is expected to exceed 85% or temperature is expected to drop below 40 degrees within 8 hours after the application of the coating. Proceed with surface preparation and coating application only when air and surface temperatures are above the manufacturer's recommended minimum surface temperature and below 100 degrees F, and surface temperature is at least 5 degrees above wet bulb air temperature reading. Coating shall not be applied to dusty, wet, or damp surfaces, and shall not be applied in rain, snow, fog, or mist. If working conditions are questionable, the Engineer shall make the decision and the Contractor shall accept the Engineer's interpretation as final and binding.
- f. Prime coat must be applied within 8 hours of abrasive blasting.
- g. Apply by brush one (1) additional coat of primer to ensure a uniform coat of primer thoroughly worked into and around all seams, welds, bolt assemblies, plate overlap seams, and other irregularities in the surface.
- h. Finish coat shall be uniform in color and sheen without streaks, laps, runs, sags or
- i. Antennas, exterior coax cables and exterior jumper cables to be painted to match existing tank color. All items attached directly to the tank, such as mounting brackets and supports, should be painted to match existing tank coating system and color. Cables may require
- j. Exposed coaxial cables: Prior to priming, solvent wipe all exposed cables with the recommended solvent. Prime the cables and jumper cables with 2 coats of X-l-M Coax Cable Bonder & Sealer (Product No. 1138). After priming apply one finish coat to the cables as directed by the engineer
- k. If galvanized materials used, the galvanized surfaces must be solvent wiped and brush-blasted prior to coating.
- I. Specifications apply to both shop and field coating.
- m. Exterior surface spot repair and re-coating:
- i. Spot prime and finish coat repaired areas as specified by manufacturer. The coating system shall match the existing coating system on the tower. The exterior primer shall be Tnemec Hi-Build Epoxoline Series 66 or Tneme-Fascure Series 161, 4.0-6.0 mils DFT. The exterior intermediate coat shall be Tnemec Hi-Build Epoxoline Series 66 or Tneme-Fascure Series 161, 4.0-6.0 mils DFT. The DFT of the primer plus the intermediate coat at any individual spot measurement location shall be 9.0 mils minimum. The exterior finish coat shall be Tnemec Endurashield II Series 1075-Color to match the tower, 3.0-5.0 mils DFT. The total dry film thickness including the primer and the finish coat shall be 11 mils minimum -17.0 mils with an average of 13.0 mils DFT. The minimum dry film thickness of the coating at any individual spot location shall be 12.5 mils. Color shall match the existing coating to the Owner's satisfaction. Color drawdowns shall be obtained from the paint manufacturer for the reservoir owner to confirm color selection(s).
 - ii. Exterior coating shall be by brush and roller only.
- n. Interior dry spot repair and re-coating:
 i. The interior dry coating system shall be compatible with the existing coating system on the tank. The interior dry primer shall be Tnemec Pota-Pox Plus Series N140, 4.0 -6.0 mils dry film thickness. The DFT of the primer at any individual spot measurement location shall be 2.5 mils minimum. The interior dry intermediate coat shall be Tnemec Pota-Pox Plus Series N140, 4.0 -6.0 mils dry film thickness. The DFT of the primer plus intermediate at any individual spot measurement location shall be 6.5 mils minimum. The interior dry finish coat shall be Tnemec Pota-Pox Plus Series N140, 4.0 -6.0 mils dry film thickness. The total dry film thickness including the primer, intermediate and finish coats shall be 10.5 mils minimum -15.5 mils with an average of 13.0 mils. The minimum dry film thickness of the coating system at any individual spot location shall be 10.5 mils. The color shall match the existing interior dry color to the Owner's satisfaction. Color drawdowns shall be obtained from the paint manufacturer for the reservoir owner to confirm color selection(s).





hereby certify that this plan. specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the

Print Name: ROBERT J. DAVIS



Date: 10-23-18



9973 VALLEY VIEW PD EDEN PRAIRIE, MN 55344 (952) 903-9299 WWW.DESIGN1EP.COM

VERIZON WIRELESS

10801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 (612) 720-6377

PROJECT 20181820010 LOC. CODE # 140086

> MIN **HASTINGS PCS-LTE**

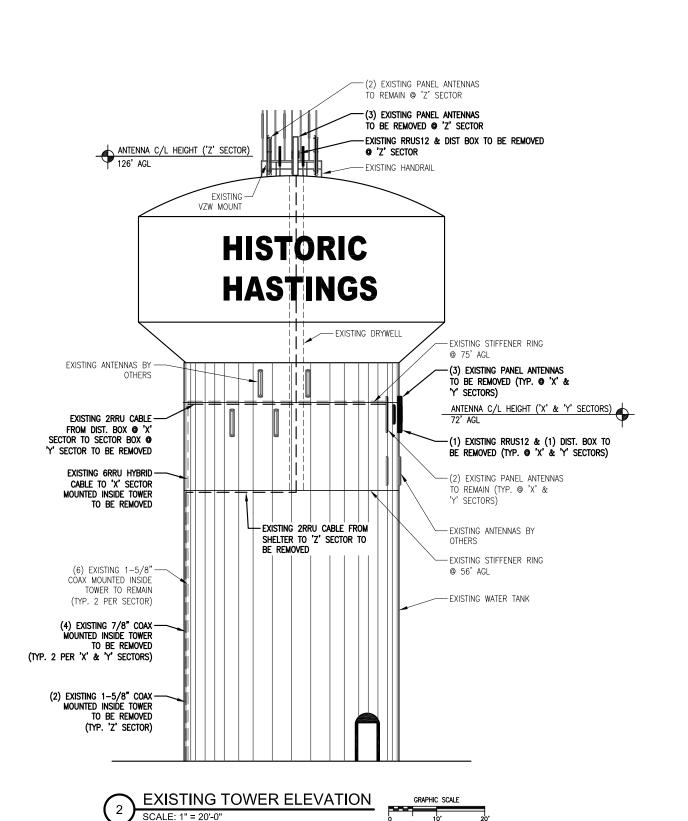
1800 W. 4TH ST. HASTINGS, MN 55033

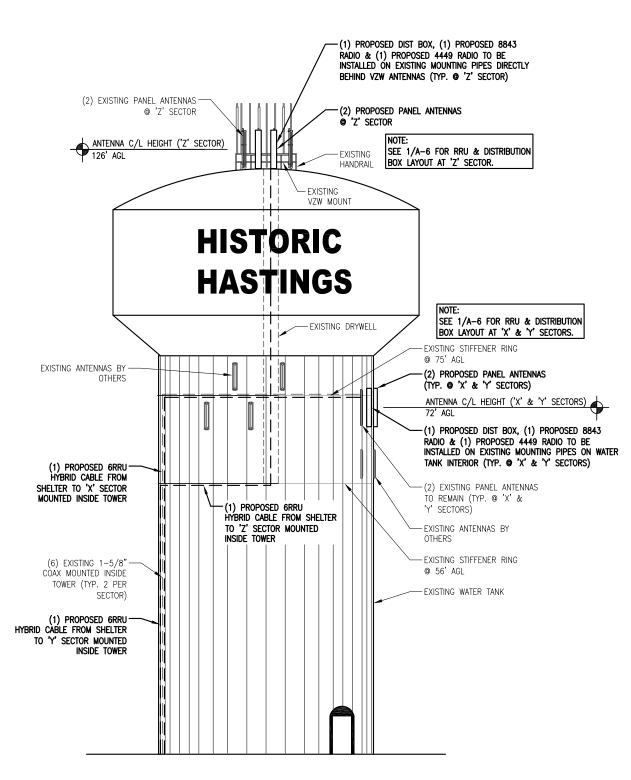
SHEET CONTENTS: SITE PLAN

PAINTING SPECIFICATIONS

DIGITION.	000
DATE:	09-29-15
CHECKED BY:	KNE
REV. A	11-06-15
REV. B	11-12-15
REV. C	01-22-16
REV. 0	02-22-16
REV. 1	10-23-18

DRAWN BY





VI-070 LICENSED ARCHITECT 12427

> I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Print Name: ROBERT J. DAVIS



Date: 10-23-18

DESIGN

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PROJECT 20181820010

MIN

HASTINGS PCS-LTE

1800 W. 4TH ST. HASTINGS, MN 55033

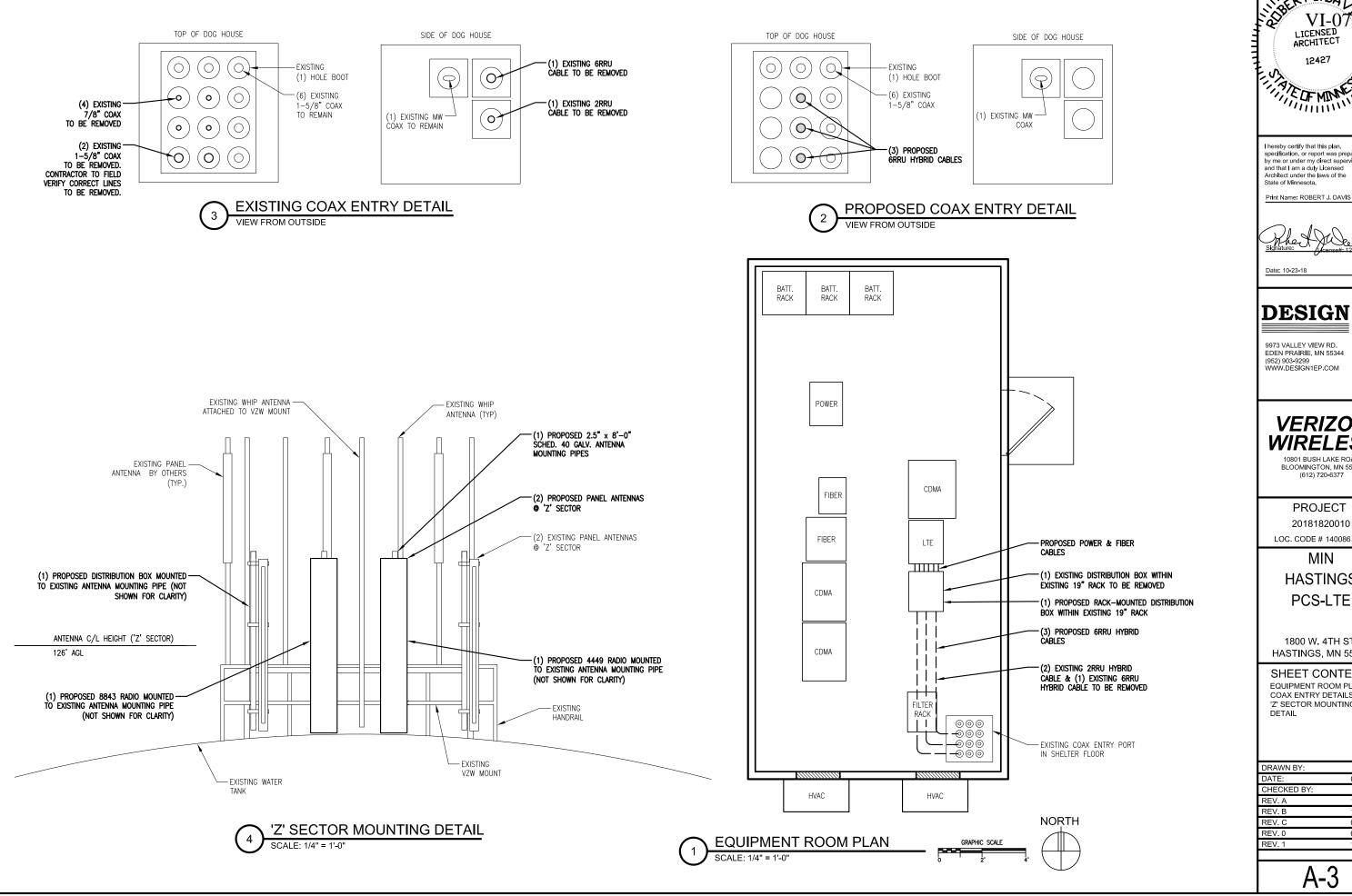
SHEET CONTENTS: TOWER ELEVATIONS

DRAWN BY:	SJD
DATE:	09-29-15
CHECKED BY:	KNE
REV. A	11-06-15
REV. B	11-12-15
REV. C	01-22-16
REV. 0	02-22-16
REV. 1	10-23-18

A-2

PROPOSED TOWER ELEVATION

SCALE: 1" = 20'-0"



LICENSED ARCHITECT 12427 TO MONEY

> hereby certify that this plan, I nereby certify that this plans spedification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Print Name: ROBERT J. DAVIS



DESIGN

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10801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 (612) 720-6377

PROJECT

20181820010

MIN **HASTINGS**

1800 W. 4TH ST. HASTINGS, MN 55033

SHEET CONTENTS:

EQUIPMENT ROOM PLAN COAX ENTRY DETAILS 'Z' SECTOR MOUNTING

DIVAVIII DI .	330
DATE:	09-29-15
CHECKED BY:	KNE
REV. A	11-06-15
REV. B	11-12-15
REV. C	01-22-16
REV. 0	02-22-16
REV. 1	10-23-18

					EXISTING ANTEN	NA KEY									E	EXISTING COA	X KEY			EXISTING TTA KEY	
	AZIMUTH	NUMBER	FUNCTION	MANUFACTURER	MODEL	TYPE	ANTENNA LENGTH	ANTENNA TIP HEIGHT	ANTENNA © HEIGHT	ELECTRICAL DOWNTILT	MECHANICAL DOWNTILT	STATUS	QTY.	COAX TYPE	MANUFACTURER	MODEL	DIELECTRIC DIAMETER RUN (FEET)	STATUS	QTY.	MODEL	STATUS
	344°	#1	TX/RX0	ANTEL	LPD-7905/8	CDMA	96"	76'	72'	-	3*	REMAIN	1	DIPLEXED	CSS	DBC-750	DIPLEXED WITH 1900	REMOVE	-	1	-
	344°	#2.1	TX/RX0	antel	WBX065X17M050	PCS	54.7"	74'	72'	-	4°	REMOVE	1	MAIN	ANDREW	LDF7-50A	FOAM 1-5/8" 160'	REMAIN	1	DD1900 TTA	REMOVE
1	344°	#2.2	TX/RX	-	2ND PORT	AWS	_	-	-	-	-	-	1	RRU	ERICSSON	RRUS12	(1) COMMSCOPE HFT412-2S29-20	REMOVE	-	-	-
, "X"	344°	#3.1	RX1	CSS	X7C-880-0D	LTE	96"	76'	72'	-	4°	REMOVE	1	MAIN	ANDREW	AVA5-50	FOAM 7/8" 160'	REMOVE	-	-	-
SECTOR	344*	#3.2	TX/RX1	-	2ND PORT	LTE	_	-	-	-	-	-	1	MAIN	ANDREW	AVA5-50	FOAM 7/8" 160'	REMOVE	_	-	-
	344*	#4.1	TX/RX0	ANTEL	WBX065X17M050	AWS	54.7"	74'	72'	-	4°	REMOVE	<u> </u>	RRU	ERICSSON	RRUS12	(1) COMMSCOPE HFT412-2S29-20	REMOVE	-	-	-
	344*	#4.2	TX/RX	-	2ND PORT	PCS		-			-	-	1	MAIN	ANDREW	LDF7-50A	FOAM 1-5/8" 160'	REMAIN	11	DD1900 TTA	REMOVE
	344°	#5	TX/RX0	ANTEL	LPD-7905/8	CDMA	96"	76'	72'		3*	REMAIN	_1	DIPLEXED	CSS	DBC-750	DIPLEXED WITH 1900	REMOVE	-	-	-
	104°	#1	TX/RX0	ANTEL	LPD-7905/8	CDMA	96"	76'	72'	-	3*	REMAIN	1	DIPLEXED	CSS	DBC-750	DIPLEXED WITH 1900	REMOVE	-	_	-
	104°	#2.1	TX/RX0	ANTEL	WBX065X17M050	PCS	54.7"	74'	72'	-	4°	REMOVE	1	MAIN	ANDREW	LDF7-50A	FOAM 1-5/8" 200'	REMAIN	1	DD1900 TTA	REMOVE
	104°	#2.2	TX/RX	-	2ND PORT	AWS	-	-	-	-	-	-	1	RRU	ERICSSON	RRUS12	(1) COMMSCOPE HFT412-2S29-20	REMOVE	-	ı	-
"Y"	104°	#3.1	RX1	CSS	X7C-880-0D	LTE	96"	76'	72'	-	4°	REMOVE	1	MAIN	ANDREW	AVA5-50	FOAM 7/8" 200'	REMOVE	-	-	-
SECTOR	104°	#3.2	TX/RX1	-	2ND PORT	LTE		-	-	-	-	-	1	MAIN	ANDREW	AVA5-50	FOAM 7/8" 200'	REMOVE	-	-	-
	104°	#4.1	TX/RX0	ANTEL	WBX065X17M050	AWS	54.7"	74'	72'		4°	REMOVE	_	RRU	ERICSSON	RRUS12	(1) COMMSCOPE HFT412-2S29-20	REMOVE	-	1	-
	104°	#4.2	TX/RX	-	2ND PORT	PCS		-	-	-	-	-	1	MAIN	ANDREW	LDF7-50A	FOAM 1-5/8" 200'	REMAIN	1	DD1900 TTA	REMOVE
	104°	#5	TX/RX0	ANTEL	LPD-7905/8	CDMA	96"	76'	72'	-	3*	REMAIN	\perp	DIPLEXED	CSS	DBC-750	DIPLEXED WITH 1900	REMOVE	_	1	-
	224°	#1	TX/RX0	ANTEL	LPD-7905/8	CDMA	96"	130'	126'	-	3*	REMAIN	1	DIPLEXED	CSS	DBC-750	DIPLEXED WITH 1900	REMOVE	-	ı	-
	224°	#2.1	TX/RX0	antel	WBX065X17M050	PCS	54.7"	128'	126'	-	4°	REMOVE	1	MAIN	ANDREW	LDF7-50A	FOAM 1-5/8" 330'	REMAIN	1	DD1900 TTA	REMOVE
	224°	#2.2	TX/RX	-	2ND PORT	AWS	-	-	-	_	_	-	1	RRU	ERICSSON	RRUS12	(1) COMMSCOPE HFT412-2S29-20	REMOVE	_	-	_
" Z"	224°	#3.1	RX1	CSS	X7C-880-0D	LTE	96"	130'	126'	-	4°	REMOVE	1	MAIN	ANDREW	LDF7-50A	FOAM 1-5/8" 330'	REMOVE	-	-	-
SECTOR	224°	#3.2	TX/RX1	-	2ND PORT	LTE	-	-			-	-	1	MAIN	ANDREW	LDF7-50A	FOAM 1-5/8" 330'	REMOVE	-	-	-
	224°	#4.1	TX/RX0	ANTEL	WBX065X17M050	AWS	54.7"	128'	126'		4°	REMOVE	<u>_</u>	RRU	ERICSSON	RRUS12	(1) COMMSCOPE HFT412-2S29-20	REMOVE	-	-	-
	224°	#4.2	TX/RX	-	2ND PORT	PCS	-	-	-		-	-	1	MAIN	ANDREW	LDF7-50A	FOAM 1-5/8" 330'	REMAIN	1	DD1900 TTA	REMOVE
	224°	#5	TX/RX0	ANTEL	LPD-7905/8	CDMA	96"	130'	126'	-	3*	REMAIN	1	DIPLEXED	CSS	DBC-750	DIPLEXED WITH 1900	REMOVE	-	1	-

EXISTING ADDITIONAL TO BE REMOVED: (1) COMMSCOPE DISTRIBUTION BOX MODEL #RxxDC-3315-PF-48 (AT 'X' SECTOR)
(1) COMMSCOPE RACK MOUNTED DISTRIBUTION BOX MODEL #RxxDC-2260-RM-48 (INSIDE SHELTER)

(2) COMMSCOPE SECTOR BOX MODEL #RXXDC-1064-PF-48 (1 @ Y SECTOR, 1 @ Z SECTOR)
(1) COMMSCOPE 6RRU TRUNK CABLE MODEL# HFT1206-24S49-160 ('X' SECTOR)

(2) 2RRU HYBRID CABLES

(6) DIPLEXERS









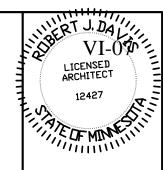






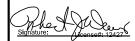


'Z' SECTOR ANTENNA MOUNT PHOTO



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PROJECT 20181820010

LOC. CODE # 140086

MIN **HASTINGS** PCS-LTE

1800 W. 4TH ST. HASTINGS, MN 55033

SHEET CONTENTS: COAX, ANTENNA, & TTA KEY MISC. PHOTOS

DRAWN BY:	SJD
DATE:	09-29-15
CHECKED BY:	KNE
REV. A	11-06-15
REV. B	11-12-15
REV. C	01-22-16
REV. 0	02-22-16
REV. 1	10-23-18

A-4

	antenna key									COAX KEY								EQUIPMENT KEY							TMA KEY				
7	AZIMUTH	POSITION	FUNCTION	QTY MANUFACTURER	MODEL	MOD TYPE	ANTENNA LENGTH	ANTENNA TIP	ANTENNA CENTER	ELEC DOWNTILT	MECH DOWNTILT	STATUS	QTY	COAX TYPE	MANUFACTURER	MODEL	DIELECTRIC	DIAMETER (INCH)	RUN (FEET)	STATUS	QTYMAN	IUFACTURER	MODEL	FIBER FEED TAIL	RRU PORT	STATUS	QTY	MODEL	STATUS
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- [⊦	_=	2.4	TX/RX1	+ -	4TH PORT	AWS LTE -45	<u> </u>	L	<u> </u>	l			- L-	{ <i>−-</i>		<u> </u>	-		<u> </u>		 -			COMMSCOPE FIBER FEED TAIL #HFT410-4SVHY-15	<u> </u>		11-1-		<u> </u>
"_" ├		2.5	TX/RX2 TX/RX3	+	5TH PORT	AWS LTE +45	<u> </u>	L				 		{- <i>-</i>		├ <i></i>	-		ļ					#III 1710-734111-15	$-\frac{3}{4}$		11-1-		<u> </u>
"Z"	_ 224°	2.6 3.1	TX/RX0	1 JMA WIRELESS	6TH PORT MX06FIT865-02	AWS LTE -45 700/850 +45	96"	150'	146'		- O	PROPOSE	┧┝╴	_	-	_	_	_	_	_	-	RICSSON	4449	CONTROODE FIRE FEED TAIL	4 7		ΙH		
	224°	3.2	TX/RX1	I JWA WIRELESS	2ND PORT	700/850 +45	30	100	146			- FRUPUSE	ΫͰΞ	 	<u>-</u>	<u> </u>	 <u>-</u>		+		 	NICOSUN		COMMSCOPE FIBER FEED TAIL #HFT410-4SVHY-15	$-\frac{3}{4}$	├ - <u>-</u>	11=4-		H-=-
I⊦		3.3	TX/RX0		3RD PORT	PCS LTE +45	 - <u>-</u>	h- <u>-</u>	 	- -	0.	 	11-	l – – – ·	 	<u> </u>			t- <u>-</u> -	<u>-</u>	-	RICSSON	8843	+		H	11-1-		<u>-</u> -
[⊢		3.4	TX/RX1		4TH PORT	PCS LTE -45							11-	l	 	<u> </u>			+		 			COMMSCOPE FIBER FEED TAIL	 6 -	H	11-1-		
[⊦		3.5	TX/RX2		5TH PORT	PCS LTE +45		h					11-	1			t <u>-</u> t		t					#HFT410-4SVHY-15	- 7	H	11-4-		
		3.6	TX/RX3		6TH PORT	PCS LTE -45							1-	1		 	† <u>-</u>		t					· ·	 '8 -	-	11-4-		
[<u> </u>	224*	4.1	TX/RX0		LPD-7905/8	850 CDMA +45	52"	148'	146	0.	0.	EXISTING	+	MAIN	ANDREW	LDF7-50	FOAM	1-5/8"	210'	EXISTING	 	_	_	_	 -				_
			,		,								6	JUMPER	ANDREW	LDF4-50	FOAM	1/2"	10'	EXISTING	0 .	JUMPER	ANDREW	LDF4-50 FOAM 1/2"	10'	EXISTING	0	TMA'S	TOTAL
F	PROPOSE	0 (3) RA	YCAP DISTRI	Bution box model# r	RVZDC-6627-PF-48 (1	1 © EACH SECTO 2 (IN SHELTER)	R)						1	JUMPER		LDF4-50	FOAM	1/2"	10'	PROPOSED		JUMPER	ANDREW						

PROPOSED (3) RAYCAP DISTRIBUTION BOX MODEL# RVZDC-6627-PF-48 (1 © EACH SECTOR) ADDITIONAL: (3) RAYCAP DISTRIBUTION BOX MODEL# RVZDC-4520-RM-48-2 (IN SHELTER)

(2) COMMSCOPE 6RRU TRUNK CABLE MODEL# HFT1206-24SV2-230' ('X' & 'Y' SECTOR)
(1) COMMSCOPE 6RRU TRUNK CABLE MODEL# HFT1206-24SV2-320' ('Z' SECTOR)

(3) ERICSSON 8843 RADIO (1 @ EACH SECTOR)

(3) ERICSSON 4449 RADIO (1 @ EACH SECTOR)

POWER JUMPER FROM LOWER DIST. BOX TO ENB (20 FEET) FIBER JUMPER FROM LOWER DIST. BOX TO ENB (20 FEET)

'X' & 'Y' HYBRID CABLE LENGTH SHELTER

30' UG CONDUITS 40' HORIZONTAL RUN 65' VERTICAL RUN 75' EXTRA 20' TOTAL 230'

'Z' HYBRID CABLE LENGTH

30' 40' 60' SHELTER UG CONDUITS VERTICAL RUN 85' HORIZONTAL RUN TO DRYWELL 70' VERTICAL RUN IN DRYWELL TO DIST BOX EXTRA 320' TOTAL

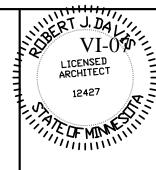
NOTE: CONTRACTOR TO ACQUIRE THE MOST RECENT SDF FROM VZW RF ENGINEER FOR VERIFICATION OF ANTENNA DOWNTILT SETTINGS.











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

Print Name: ROBERT J. DAVIS





9973 VALLEY VIEW RD. EDEN PRAIRIE, MN 55344 (952) 903-9299 WWW.DESIGN1EP.COM

VERIZON WIRELESS

10801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 (612) 720-6377

PROJECT 20181820010

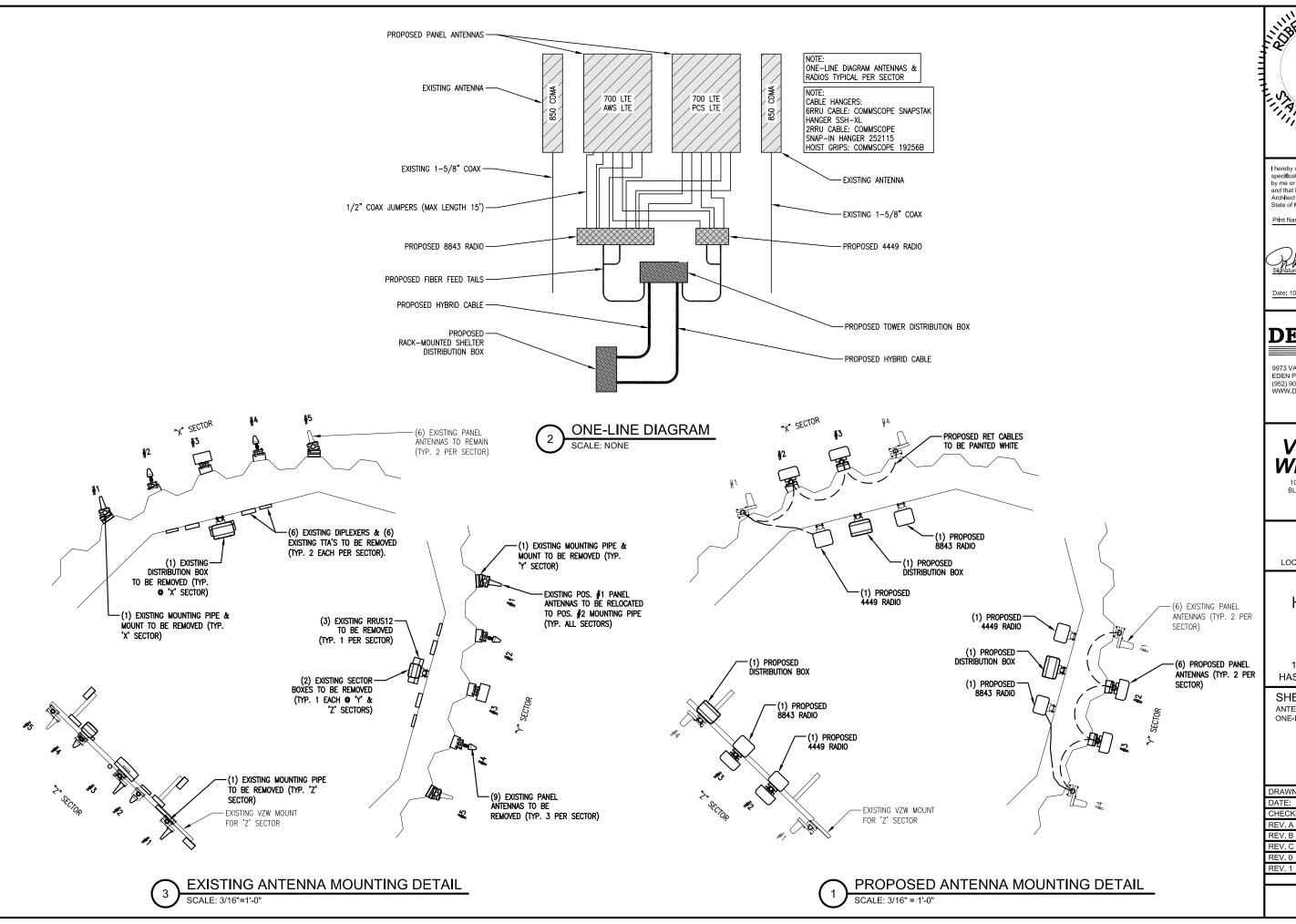
LOC. CODE # 140086

MIN **HASTINGS** PCS-LTE

1800 W. 4TH ST. HASTINGS, MN 55033

SHEET CONTENTS: ANTENNA, CABLE, **EQUIPMENT & TMA KEY**

DRAWN BY:	SJD
DATE:	09-29-15
CHECKED BY:	KNE
REV. A	11-06-15
REV. B	11-12-15
REV. C	01-22-16
REV. 0	02-22-16
REV. 1	10-23-18



LICENSED ARCHITECT THE THINKS

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

Print Name: ROBERT J. DAVIS



Date: 10-23-18

DESIGN

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PROJECT 20181820010

LOC. CODE # 140086

MIN **HASTINGS** PCS-LTE

1800 W. 4TH ST. HASTINGS, MN 55033

SHEET CONTENTS:

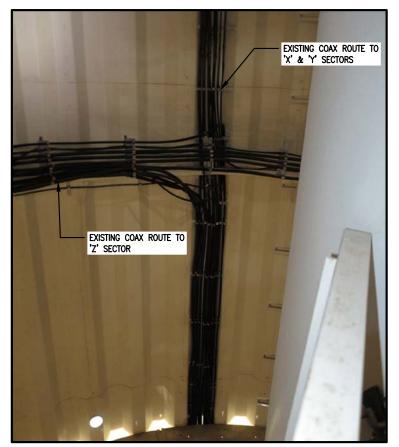
ANTENNA MOUNTING DETAIL ONE-LINE DIAGRAM

DRAWN BY:	SJD
DATE:	09-29-15
CHECKED BY:	KNE
REV. A	11-06-15
REV. B	11-12-15
REV. C	01-22-16
REV. 0	02-22-16
REV. 1	10-23-18

A-6



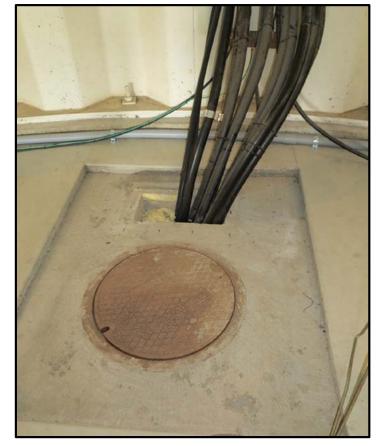
OVERALL TOWER PHOTO







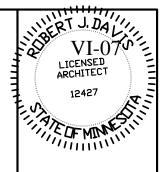
5 EQUIPMENT MOUNTING PHOTO SCALE: NONE



TOWER COAX ENTRY
SCALE: NONE







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

Print Name: ROBERT J. DAVIS



Date: 10-23-1



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PROJECT 20181820010 LOC. CODE # 140086

> MIN HASTINGS PCS-LTE

1800 W. 4TH ST. HASTINGS, MN 55033

SHEET CONTENTS: MISC. PHOTOS

RAWN BY:	SJD
ATE:	09-29-15
HECKED BY:	KNE
EV. A	11-06-15
EV. B	11-12-15
EV. C	01-22-16
EV. 0	02-22-16
EV. 1	10-23-18

A-7