

**COMMUNICATIONS SITE
LEASE AGREEMENT**

THIS COMMUNICATIONS SITE LEASE AGREEMENT (hereinafter referred to as the "Lease") is entered into this _____ day of _____, 201____, by and between the **CITY OF BLOOMINGTON**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as the "Landlord"), and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company**, whose mailing address is located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter referred to as the "Tenant").

**FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES
AGREE AS FOLLOWS:**

1. **Property and Premises.** Subject to the following terms and conditions, Landlord leases to Tenant the use of a portion of the real property (the "Property") described in Exhibit A. Tenant's use of the Property is subject to all existing easements and shall be limited to that portion of the Property, together with the appurtenant non-exclusive Access Easement set forth in Paragraph 9(h) of this Lease and the appurtenant non-exclusive utility easement set forth in Paragraph 9 (g) of this Lease, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises"). The primary purpose of Landlord's ownership of the Property is as a public park. The Premises are located at 301 90th Street East – (Property Identification Number 1002724410059), Bloomington, MN 55420.

2. **Term.** The initial term of this Lease shall be five years, commencing on June 1, 2016 (the "Commencement Date"), and ending on May 31, 2021.

3. **Permitted Use.** The Premises may be used by Tenant only for the transmission and reception of PCS and cellular telephone and radio communication signals and for the construction, maintenance, operation, repair and replacement of related facilities, structures, and equipment, including an 83.2 foot tall light pole (with a 3 foot lightning rod, approved by the Landlord and supporting antennas and the Landlord's lighting and related boxes, all on a concrete base (hereinafter "Monopole") and radio transmitting and receiving antennas and electronic equipment cabinets (collectively referred to hereinafter as "Antenna Facilities").

4. **Location and Design of Facilities, Structures or Equipment.** The location and design of the Tenant's facilities, structures, and equipment, including the Monopole and Antenna Facilities, on the Premises must be in accordance with Exhibit B and must be approved by the Landlord prior to installation or construction, and such approval will not be unreasonably withheld, conditioned or delayed. All installation or construction by the Tenant on the Premises must be in accordance with Exhibit C, and in compliance with all applicable City, state and federal regulations and codes. Prior to

installation, the Tenant must obtain all necessary approvals from governmental agencies, including the State of Minnesota and City of Bloomington. Any facility, structure, equipment or other type of improvement, including the Monopole and Antenna Facilities, installed by the Tenant on the Premises must be installed and maintained at its sole expense.

5. Emergency Response and Cessation of Use Due to Interference. Any facility, structure, equipment or other type of improvement, including the Monopole and Antenna Facilities, installed by the Tenant on the Premises must be of a type and installed in such a manner as not to cause any diminution in the quality of the communication signal, transmission or reception (hereinafter "interference") of any governmental communication equipment currently installed by the Landlord or other public agency. If any such interference is alleged by the Landlord and it provides reasonable evidence that such interference is likely caused by the Tenant's use or operation of the Premises or any facilities, structures, equipment or other types of improvements installed thereon by the Tenant, it shall become the immediate and affirmative duty of the Tenant to diligently pursue a cure to remove the interference.

The parties agree that such reasonable evidence of interference that is likely caused by Tenant's use or operation of the Premises warrants an emergency response and the Notices provision in Paragraph 15 shall not apply. Rather, Landlord shall provide notice of reasonable evidence that the interference is likely caused by the Tenant's use or operation of the Premises verbally by telephone, by facsimile or by e-mail, whichever is determined by the Landlord to be the most immediate method of conveying such notice of reasonable evidence to Tenant. Notice of reasonable evidence of Tenant's interference shall be via phone to the following: Network Operations Center, 800-264-6620.

Upon providing notice of reasonable evidence that any interference is likely caused by Tenant's use or operation of the Premises, Tenant shall send a qualified technician or representative to the Premises within twenty-four (24) hours from the time that the notice of reasonable evidence is provided by Landlord. The required twenty-four (24) hour emergency response time under these circumstances is applicable 24 hours a day, 7 days a week. The qualified technician or representative shall be capable of assessing the situation and eliciting the necessary response, including any repairs, alterations or modifications to Tenant's Antenna Facilities.

If such interference cannot be cured within twenty-four (24) hours after the notice provided for in this Paragraph 5, the Tenant shall immediately cease using or operating the Premises or any of its facilities, structures, equipment or other types of improvements installed thereon until such interference is cured to the reasonable satisfaction of Landlord.

6. Rent.

a. **Basic Rent:** As rent, Tenant shall pay Landlord \$37,716.00 annually (hereinafter referred to as "Rent"). Rent shall be payable January 1 of each

calendar year. Rent for calendar year 2016 shall be payable on the Commencement Date of this Lease and shall be of an amount pro-rated based on the number of days between the Commencement Date and the end of calendar year 2016. Commencing on January 1, 2017, and each January 1 thereafter, the Rent shall be compounded as shown in Exhibit D.

b. **Additional Equipment:** Tenant may not add additional facilities, structures, equipment or other types of improvements, including equipment cabinets, outside of its equipment building, and/or antennas beyond those shown on Exhibit C without the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. This provision shall not apply to replacement equipment of similar size and visual impact resulting from technology changes or repairs. There shall be additional Rent charged for any additional facilities, structures, equipment or other types of improvements, including equipment cabinets outside its equipment building and/or antennas that are installed on the Premises by the Tenant as determined by the Landlord.

c. **Co-location:** Tenant may not agree to allow co-location of additional antennas or equipment on the Premises by another provider.

d. **Taxes:** In addition to Rent, and in accordance with Section 12, below, Tenant agrees to timely pay its share of any taxes, real or personal, required as a result of this Lease.

7. **Renewal.** This Lease shall automatically be extended for up to four (4) additional five (5) year terms unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least six (6) months prior to the end of the then current term ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that the Rent shall be increased each calendar year as provided for in Paragraph 6 (a) of this Lease.

8. **Interference.** Tenant shall not use the Premises in any way that interferes with the use of the Property by Landlord, or other tenants or licensees of Landlord having pre-existing rights to the Property. Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, the Premises in a manner that substantially interferes with the Tenant's permitted use of the property pursuant to Paragraph 3 of this Lease. Substantial interference, as defined herein, shall be deemed a Default, pursuant to Paragraph 11 (e), of this Lease by the interfering party, who shall, upon written notice from the other party, be responsible for immediate termination of the interference.

9. **Improvements; Utilities; Access.**

a. **Installation:** Tenant shall have the right, at its sole expense, to erect and maintain on the Premises facilities, structures, equipment or other types of improvements, including the Monopole and Antenna Facilities. However, the location,

specifications and design of the facilities, structures, equipment or other types of improvements installed must have the written approval of the Landlord prior to installation. The installation and construction thereof must be in accordance with Exhibit C and in compliance with all applicable City, state and federal regulations and codes. The location of the construction staging area shall be subject to approval by the Landlord's Manager of Parks and Recreation. Construction and staging shall not hinder use of the adjoining athletic fields or parking lot. The Landlord's approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed given as to those items listed in Exhibit C hereto. Tenant shall cause all construction to occur lien-free. Installation shall not occur after 5:00 p.m. on weekday evenings between May 1st and October 1st and shall not occur between 9:30 a.m. and 3:00 p.m. on weekdays between June 16th and August 14th to avoid interference with the recreation and athletic programs scheduled at the Property.

b. **Landlord's Lighting:** Tenant shall install Landlord's field lighting and related boxes (the "Lighting") on the top of the Monopole and in accordance with Exhibit C. Tenant shall install new Monopole and relocate Lighting from the existing light pole to the new Monopole in a manner and on a schedule approved by the Landlord so as not to disrupt ballfield lighting needs. After relocation of the Lighting, Tenant shall remove the existing light pole, restore the ground conditions in the vicinity of the removed pole, and deliver the pole in good condition to the Landlord's Western Maintenance Area, 10500 Hampshire Avenue South. Landlord shall control operation, maintenance and repair of the Lighting. Landlord shall pay all energy costs for the operation of the Lighting. Landlord shall have the right to access, maintain, repair, operate, test, or replace the Lighting with other lighting, at its own cost, at any time during the term of the Lease provided the lighting can be structurally accommodated by the Monopole.

c. **Damage During Installation/ Punchlist Items:** Any damage done to the Premises during installation or during operations must be repaired at Tenant's sole expense within twenty (20) days after written notification of damage. Tenant shall complete its initial installation in a timely fashion. Landlord shall inspect Tenant's initial installation, and any subsequent operating changes made by Tenant, and shall notify Tenant of any punch list items that must be completed. Tenant shall complete all punch list items within thirty (30) days after receipt of written notification by the Landlord. Failure to complete the punch list items shall constitute a Default and Landlord shall be entitled to terminate this Lease as provided in Paragraph 11 (a) hereof.

d. **Property Rights to Structures, Equipment or Other Improvements Installed:** Tenant shall have the right to replace or upgrade the Antenna Facilities as provided in Paragraphs 4, 6(b) and 9(a) of this Lease at any time during the term of the Lease. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant must remove the Antenna Facilities, but not the Monopole or Lighting following any termination of this Lease as provided in Section 11(i) below. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, exclusive of the Monopole. The Antenna Facilities shall be

deemed personal property for the purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Antenna Facilities, exclusive of the Monopole, from time to time in Tenant's sole discretion and without Landlord's consent.

e. **Additional Frequencies:** Intentionally omitted.

f. **Site Maintenance and Restoration:** It is the sole obligation of the Tenant, at Tenant's own expense, to maintain the Premises, and its Antenna Facilities, and Monopole, now or hereafter located thereon in a commercially reasonable condition and repair in compliance with all applicable FCC rules and regulations and good engineering practices during the term of this Lease. Upon termination of this Lease, the Premises shall be returned to Landlord restored to substantially the same condition as on the Commencement Date, with the exception of reasonable wear and tear. However, Tenant shall not remove the Monopole, which, along with the Lighting affixed thereto, shall become the exclusive property of the Landlord and Landlord will thereafter be solely responsible for any and all costs relating the operation, maintenance, repair and replacement of such items, including, without limitation, utility service charges.

g. **Tenant's Use of and Payment for Utilities:** Tenant shall be solely responsible for the payment of any and all additional utility charges due to Tenant's use, including any additional charges due to its use of existing telephone lines or the later installation of additional telephone lines. As to existing telephone lines, the Landlord's use has priority and in the event of a conflict, Tenant shall be responsible for installing new lines at its own expense. Tenant, subject to the prior written approval of the Landlord, shall have the right to install other utilities on the Premises, at Tenant's own expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators, subject to conditions outlined in Paragraphs 6(b) and 9(a)). Landlord agrees to grant an appurtenant non-exclusive easement to place utilities on, or to bring utilities across the Property in order to service the Premises and the Antenna Facilities. The utilities installed by the Tenant must not interfere with the Landlord's use of the Property or that of Landlord's other tenants, licensees, employees, invitees, agents or guests and must be relocated at Tenant's expense if they interfere with future Property use by Landlord. Landlord shall not be responsible for any damages which occur as a result of interruption of utility services except for the specific costs to repair utilities damaged by Landlord's actions.

h. **Access Easement:** Intentionally omitted.

i. **Access to Premises:** Both parties hereto shall have twenty-four (24) hours a day, seven (7) days a week access to the Premises at all times during the term of this Lease and any Renewal Term. Landlord shall not have access to Tenant's equipment building without Tenant's permission, which shall not be unreasonably withheld. Tenant's vehicles accessing the Premises must be confined to the hard surfaced maintenance driveway and vehicle turnaround as described and depicted in Exhibit C, except as approved by the Landlord. In no event will Landlord, its employees,

agents or contractors remove, relocate, modify, alter or otherwise tamper with Tenant's Antenna Facilities.

j. **Nuisance Abatement:** Tenant agrees that if its use of the Premises or any of the facilities, structures, equipment or other types of improvements installed thereon produces noise levels that exceed City and/or State noise standards, Tenant will at its own expense install noise mitigating equipment or a buffer to meet City and/or State noise standards.

10. **Default.** Any of the following occurrences, conditions; or acts shall be deemed a "Default" under this Lease:

a. If Tenant fails to pay amounts due under this Lease within thirty (30) days of its receipt of written notice that such payments are overdue; or

b. If either party fails to observe or perform its obligations under this Lease and does not cure such failure within the time provided in Paragraph 11 of this Lease without, however, limiting any other rights available to the parties pursuant to any other provisions of this Lease.

c. Except as expressly limited hereby, Landlord and Tenant shall 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.

11. **Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability as follows:

a. **Default:** Upon sixty (60) days' written notice in the event of a Default (as defined above), which Default is not cured within sixty (60) days of receipt of written notice of Default to the reasonable satisfaction of both parties; provided the defaulting party shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and the party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion.

b. **Tenant Inability to Obtain Essential Governmental Approvals:** Upon sixty (60) days' written notice by Tenant, if Tenant is unable to obtain or maintain any license, permit or other governmental approval essential or necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;

c. **Destruction or Damage to Property:** By Tenant, upon thirty (30) days' written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities;

d. **Sale or Re-Development of Property or Discontinuation of its Use as a Park:** After July 1, 2021 and upon one (1) year's written notice by Landlord, if its Council decides to sell or redevelop the Property and/or discontinue use of the Property for a Park;

e. **Unabated Interference:** Upon sixty (60) days' written notice by Landlord if it determines that Tenant's use or operation of the Premises or any facility, structure, equipment, or improvement placed thereon by Tenant, including the Antenna Facilities, jeopardizes use of the Property as a Park or is the cause of any interference, as defined in Paragraph 5 of this Lease, to a governmental communication system and Tenant fails to cure such interference within twenty-four (24) hours of the notice from the Landlord resulting in cessation of use under Paragraph 5 of this Lease, and thereafter Tenant is unable to provide clear and convincing evidence and assurances reasonably acceptable to the Landlord that a resumption of use will not result in further jeopardy or interference;

f. **Tenant's Failure to Comply with Applicable Laws or Conditions of Approval:** Upon sixty (60) days' written notice 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, including compliance with existing or subsequently adopted Federal standards relating to radio transmissions, and the failure to comply is not cured within sixty (60) days of receipt of written notice of failure to comply, and after a public hearing before the Landlord's Council;

g. **Condemnation:** In the event the whole of the Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event that a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of the date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award 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 from Landlord. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account or any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements. In the event that Landlord receives notification of any condemnation proceedings affecting the Property, Landlord shall provide notice of the proceedings to Tenant within thirty (30) days; or

h. **Tenant Termination Right:** Upon two (2) years written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering

specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong.

i. **Tenant's Duties Upon Lease Termination:** Upon termination of this Lease, Tenant shall, within ninety (90) days thereof, remove all of its facilities, structures, equipment or other types of improvements installed, with the exception of the Monopole, but including Antenna Facilities, from the Premises. Tenant, at its expense, agrees to return the Premises to its original condition, ordinary wear and tear excepted. Tenant shall not be required to remove from the Property or the Premises any underground utilities. Any of Tenant's property remaining on the Premises ninety (90) days after the expiration or the termination of this Lease shall be removed by Landlord at Tenant's cost and expense and shall become the property of Landlord free of any claim by Tenant or any person claiming through Tenant.

j. **Notice of Termination:** The parties shall give notice of termination in accordance with Paragraph 15, below. All Rent paid for the Lease prior to said termination date shall be retained by Landlord.

12. **Taxes.** Tenant must pay any personal property taxes assessed on, or any portion of such taxes attributable to, the facilities, structures, equipment or other types of improvements installed thereon, including the Antenna Facilities. Tenant must timely pay, as additional Rent, any property taxes or payment in lieu of taxes levied against the Premises (excluding any additional taxes that relates to the period prior to the Commencement Date) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such taxes to Tenant, if requested.

13. **Insurance.**

a. **Workers' Compensation:** The Tenant 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 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.

b. **General Liability:** The Tenant 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 Premises/Operation, contractual liability, property damage liability, and independent contractors.

The Tenant must maintain aforementioned commercial general liability coverage with limits of liability not less than \$1,500,000 for each occurrence; \$3,000,000 minimum general aggregate and \$2,000,000 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.

Tenant will maintain Completed Operations coverage for a minimum of two years after the construction is completed.

c. **Automobile Liability:** The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,500,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of rides afforded by the Umbrella Excess Policy are not less than the underlying Commercial Auto Liability coverage.

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

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

d. **Tenant Property Insurance:** The Tenant must keep in force for the duration of the Lease a policy covering damages to its property at the 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 Tenant's property coverage limits set forth herein shall be increased at the time of any Renewal Term by twenty-five percent (25%) over the preceding term or Renewal Term. Alternatively, instead of such periodic coverage limit increases, during the entire term of this Lease Tenant may maintain an umbrella or excess liability insurance policy with a combined single limit of \$5,000,000.00 per occurrence, and Landlord will be named as an additional insured under such umbrella or excess policy.

f. **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 a company (rated B+ (VIII) or better), licensed to do business in the State of Minnesota, which includes all coverages required in this Section 13. **Tenant will list the Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies.** The Certificate(s) shall also provide the coverage may not be cancelled, non-renewed, or materially changed without thirty (30) days prior written notice to the Landlord.

14. Defense and Indemnification.

a. **General:** Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from

and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease, except those which arise from negligence, willful misconduct, or other fault of Landlord, its employees, agents or contractors. Tenant shall defend, indemnify and hold Landlord, its agents, employees and officials harmless against all claims arising out of Tenant's use of the Premises, including its installation, operation, use, maintenance, repair, removal, or presence of Tenant's facilities, structures, equipment or other types of improvements, including Antenna Facilities, on the Premises except those which arise from negligence or willful misconduct of the Landlord, its employees, agents or contractors.

b. **Hazardous Materials:** Without limiting the scope of Paragraph 14 (a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, officials and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises associated with the Tenant's use of Hazardous Materials. 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 materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA.

c. **Tenant's Warranty:** Tenant represents and warrants that its use of the Premises will not generate and Tenant will not store or dispose of on the Premises, nor transport to or over the 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 Materials on the Premises. The obligations of this Section 14 shall survive the expiration or other termination of this Lease. Landlord and Tenant acknowledge that Tenant shall be utilizing and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and that the use and maintenance of such items shall not constitute a violation or breach of the preceding sentences of this paragraph.

d. **Landlord's Warranty.** To the best of its knowledge, Landlord warrants and represents to Tenant that there are no Hazardous Materials on the Property in violation of any applicable laws.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:

Randy Quale, Manager of Parks and Recreation
City of Bloomington
1800 West Old Shakopee Road
Bloomington, Minnesota 55431-3027
(952) 563-8876

with a copy to:

Bloomington City Attorney
City of Bloomington
1800 West Old Shakopee Road
Bloomington, Minnesota 55431-3027
(952) 563-8753

If to Tenant, to:

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

16. Limitation of Liability. Notwithstanding anything to the contrary in this Lease, in no event will Landlord be liable to Tenant for, or indemnify Tenant, against, punitive, indirect, incidental, special or consequential damages, including, without limitation, loss of profits, income or business opportunities. Landlord does not waive its tort liability caps as stated in Minn. Stat. §466, as may be amended from time to time.

17. Quiet Enjoyment, Title and Authority. Landlord warrants that (i) it has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's right to or use of the Premises; (iii) the Premises constitute a legal lot; and (iv) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

18. Assignment. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's parent, affiliates, or subsidiaries, or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. As to other parties, this

Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. For purposes of this Paragraph, an "affiliate", "parent" or "subsidiary" means an entity in which Tenant owns greater than a fifty percent (50%) interest. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity which provides financing for the purchase of the equipment to be installed at the Premises. Upon assignment, Tenant shall be relieved of all obligations under this Lease.

19. Successors and Assigns; Binding Effect. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. Miscellaneous.

a. **Disputes:** Any claim, controversy or dispute arising out of this Lease not resolved within thirty (30) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations. The prevailing party in any litigation shall be entitled to its reasonable attorney's fees and court costs.

b. **Estoppel Information:** Each party agrees to furnish to the other, within sixty (60) days after request, such truthful estoppel information as the other may reasonably request.

c. **Complete Lease; Amendments:** This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties. Exhibits A through D are incorporated into this Lease by reference. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute a single instrument.

d. **Broker's Fees:** If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. **Memorandum of Lease:** Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises. A Memorandum of Lease may be recorded in place of this Lease, by either party.

f. **Governing Law:** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Lease and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Lease is and shall be deemed the result of negotiation between the undersigned parties and their respective legal counsel and shall not be strictly construed for or against either party. Each party agrees that any action arising out of or in connection with this agreement shall be brought solely in the courts of the State of Minnesota, Fourth Judicial District, or the United States District Court for the District of Minnesota.

g. **Severability:** 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 constitute in full force and effect.

h. **Signatures / Execution:** Each person executing this Lease on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Lease and to bind such party with respect to all of its obligations hereunder. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

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

CITY OF BLOOMINGTON (LANDLORD)

DATED: _____

By: _____
Its Mayor

DATED: _____

By: _____
Its City Manager

Reviewed and approved by the City Attorney.

City Attorney

TENANT:

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

By: _____
Phillip French

Its: Executive Director - Network

Dated: 3/8/2016

List of Exhibits

Exhibit A – Property Description

Exhibit B – Premises Description

Exhibit C – Plans Depicting the Site, Monopole, Lighting and Antenna Facilities

Exhibit D – Rent Schedule

Exhibit A -- Property Description

Lot 1, Block 1 of Bloomington 26th Addition
301 90th Street East
Property Identification Number: 1002724410059
Bloomington, Minnesota 55420

Exhibit B – Premises Description

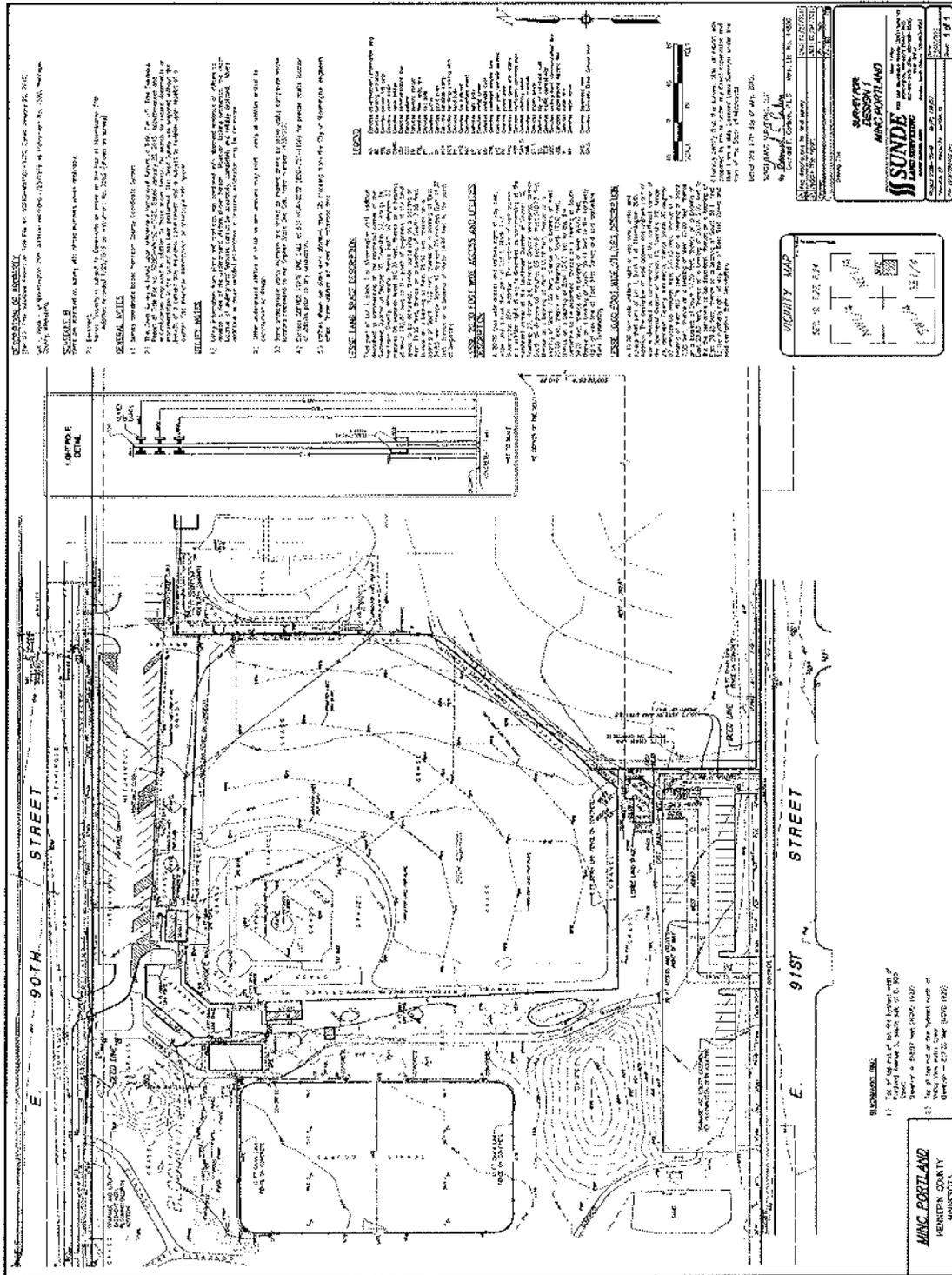


Exhibit C – Plans Depicting the Site, Monopole, Lighting and Antenna Facilities

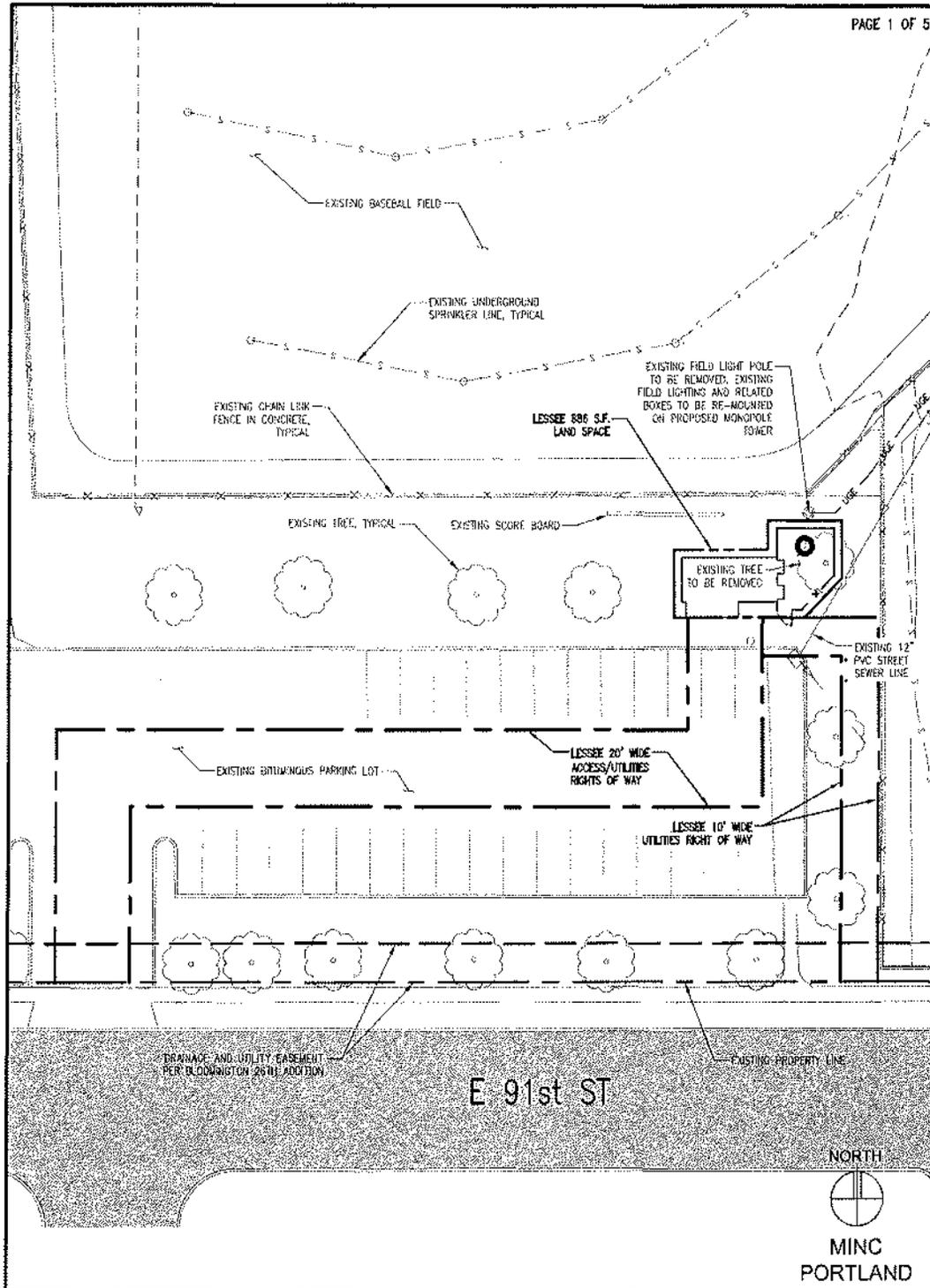


Exhibit C – Plans Depicting the Site, Monopole, Lighting and Antenna Facilities
(continued)

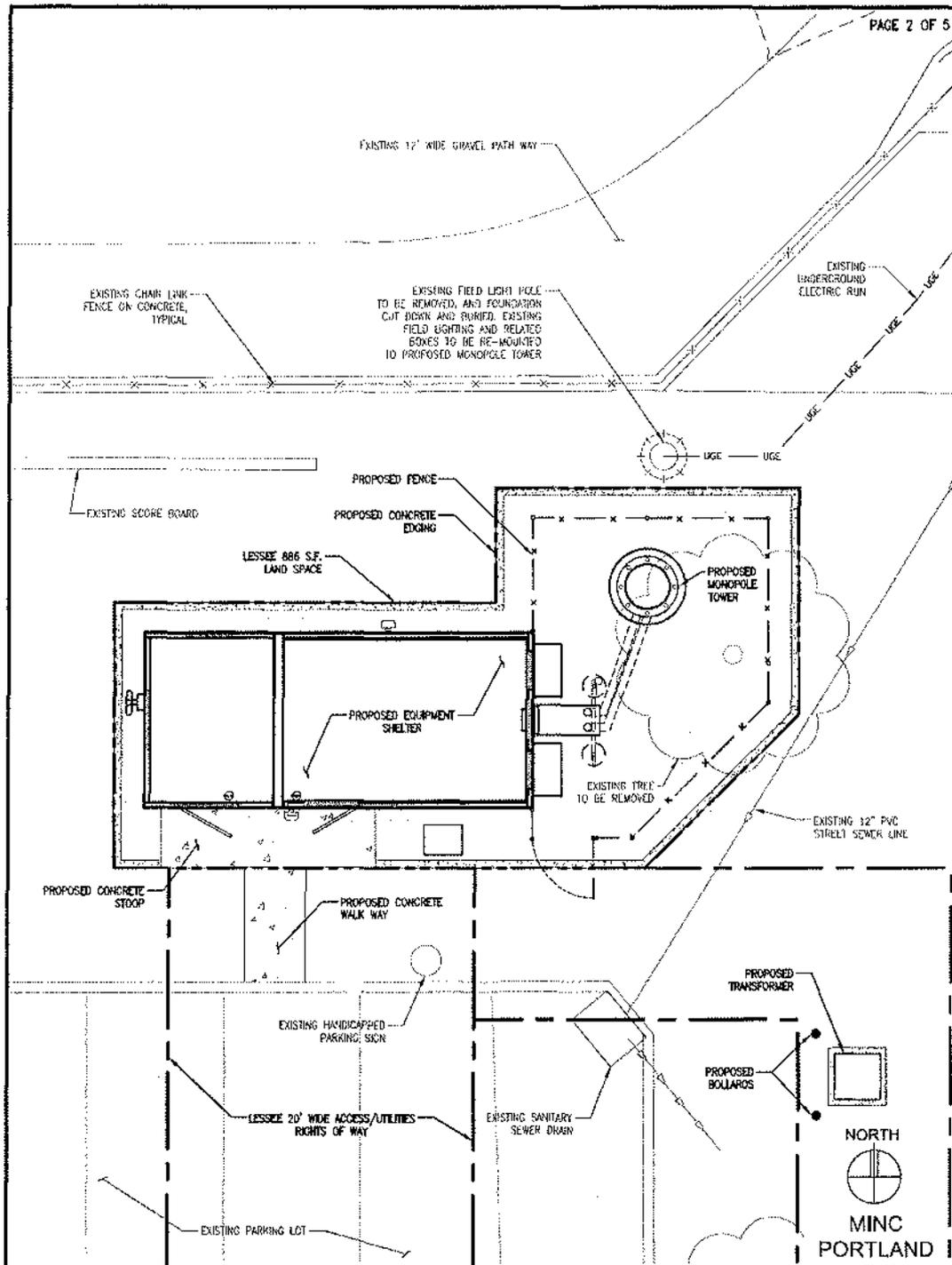


Exhibit C – Plans Depicting the Site, Monopole, Lighting and Antenna Facilities
(continued)

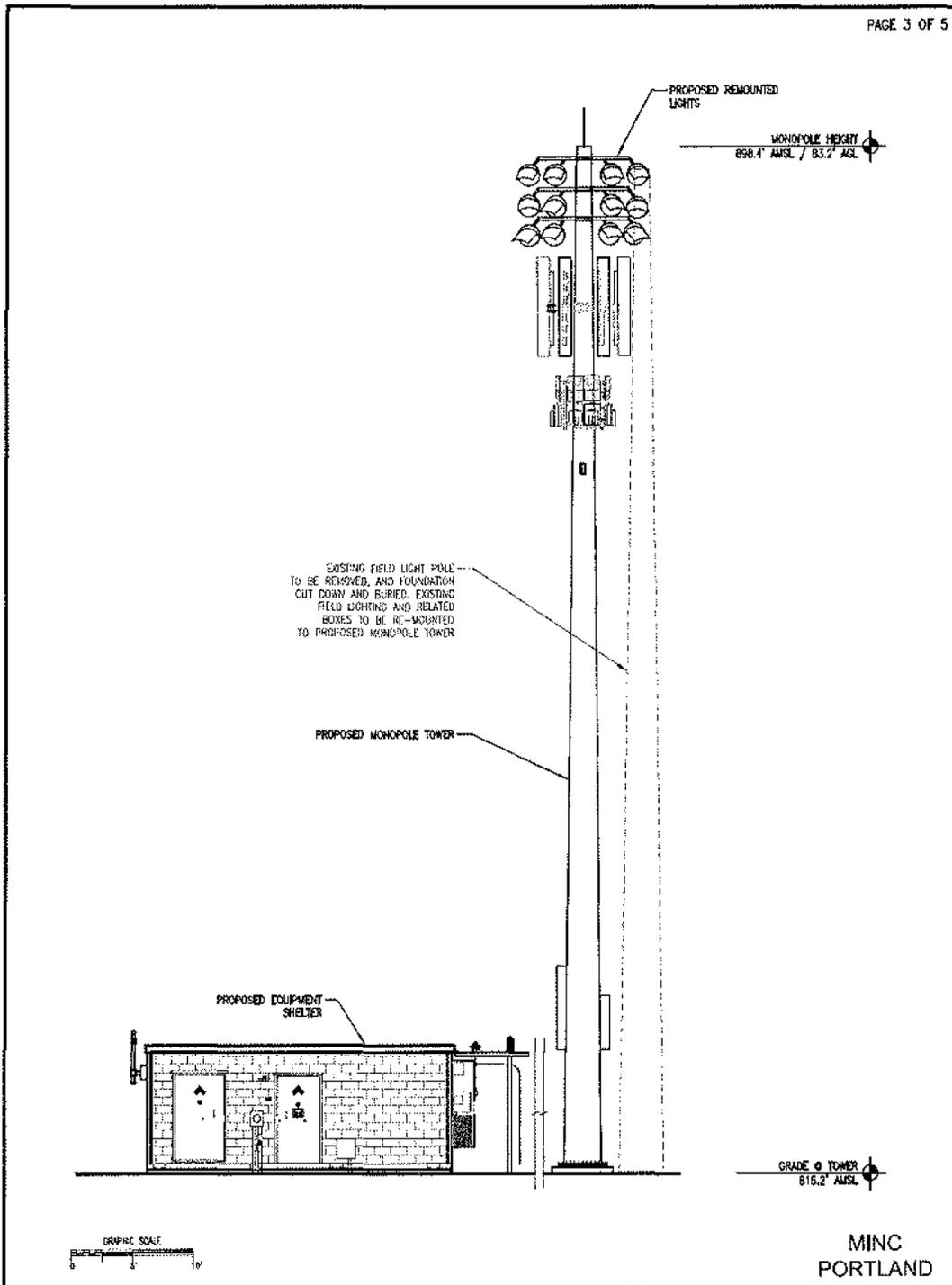


Exhibit C – Plans Depicting the Site, Monopole, Lighting and Antenna Facilities
(continued)

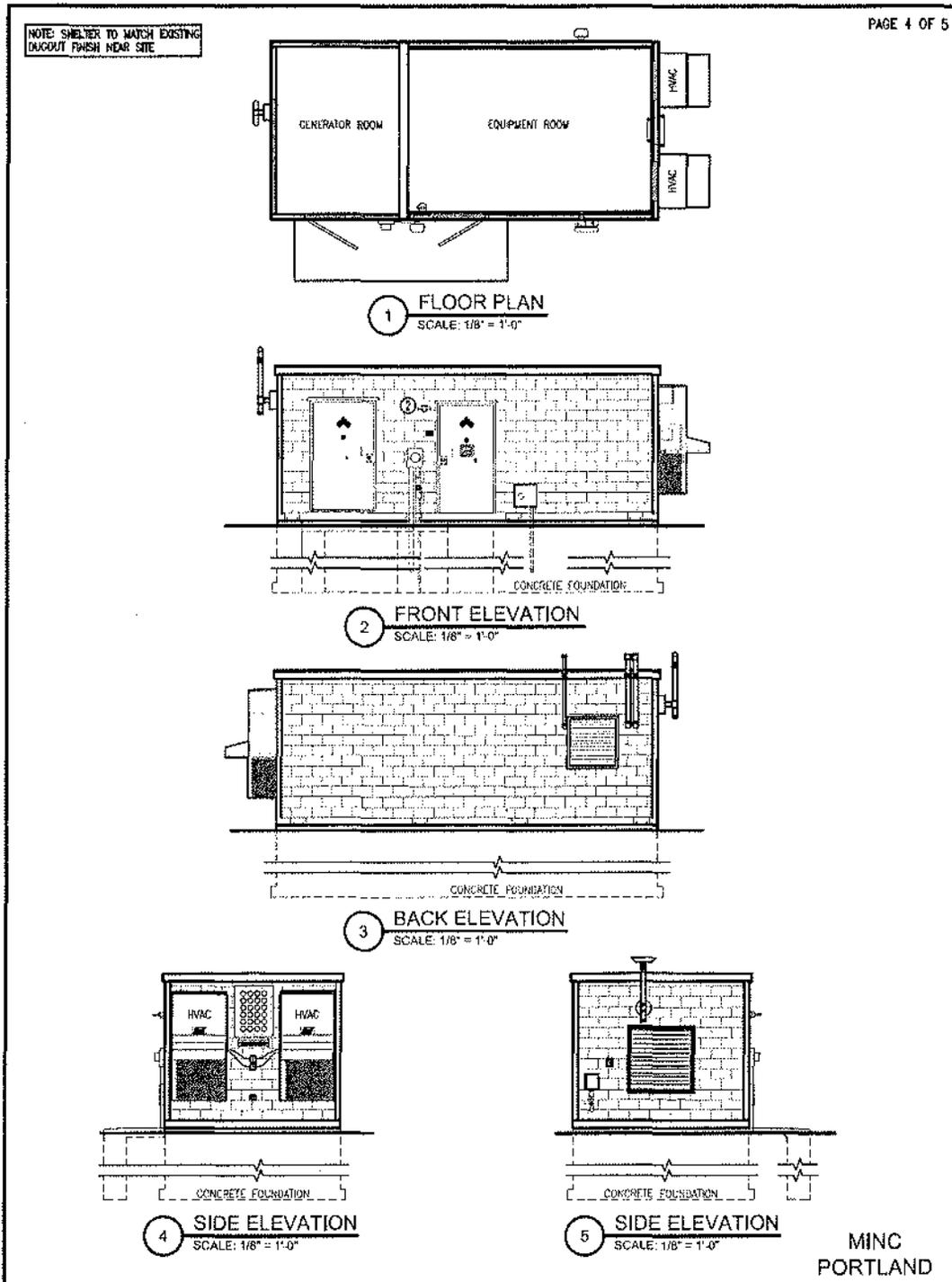
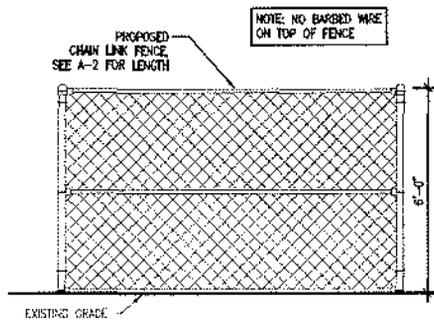
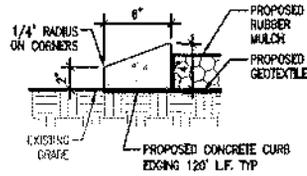


Exhibit C – Plans Depicting the Site, Monopole, Lighting and Antenna Facilities
(continued)



1 FENCE DETAIL
SCALE: 1/4" = 1'-0"



2 CONCRETE EDGING
SCALE: 1" = 1'-0"

MINC
PORTLAND

Exhibit D – Rent Schedule

Year	Annual Rent
2016	\$37,716.00 prorated
2017	\$39,225.00
2018	\$40,794.00
2019	\$42,425.00
2020	\$44,122.00
2021	\$45,887.00
2022	\$47,723.00
2023	\$49,632.00
2024	\$51,617.00
2025	\$53,682.00
2026	\$55,829.00
2027	\$58,062.00
2028	\$60,385.00
2029	\$62,800.00
2030	\$65,312.00
2031	\$67,924.00
2032	\$70,641.00
2033	\$73,467.00
2034	\$76,406.00
2035	\$79,462.00
2036	\$82,640.00
2037	\$85,946.00
2038	\$89,384.00
2039	\$92,959.21
2040	\$96,678.00
2041	\$100,545.00