

COMMUNICATIONS SITE
LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT (hereinafter referred to as the "Lease") is entered into this 8th day of September, 2003, 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 **AT&T WIRELESS SERVICES OF MINNESOTA, INC.**, a Nevada corporation doing business as AT&T Wireless, whose mailing address is 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (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 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 Agreement, 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 to operate and maintain a park to provide recreation opportunities to residents of Bloomington. The Premises are located at 10810 Bloomington Ferry Road (Dred Scott Playfields), Bloomington, MN 55438.

2. **Term.** The initial term of this Lease shall be five years, commencing on 12/01/2003, 2003 (the "Commencement Date") and ending on 11/30/2008, 2008.

L → Defined as "Construction Start" RR AUS

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, repair or replacement of related facilities, structures, and equipment, including a 70-foot tall antenna supporting light pole constructed of coreten and a concrete base (hereinafter "Monopole") and radio transmitting and receiving steel antennas and an electronic equipment shelter (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. All installation or construction by the Tenant on the Premises must be in accordance with

Exhibits C and E, 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. **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 and 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 other communication service provider with pre-existing lease rights to the Property or any public safety communication equipment installed by the Landlord or other public agency now or in the future. If any such interference is alleged by the Landlord and it provides reasonable evidence that such interference was 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. If such interference cannot be cured within twenty-four (24) hours after written demand by the Landlord, the Tenant shall immediately cease using or operating the Premises or any of its facilities, structures, equipment or other types of improvements installed thereon. If Tenant is unable to provide reasonable evidence and assurances that it was able to cure the interference within sixty (60) days of the original notice of interference, such may result in termination of this Lease Agreement as provided in Paragraph 11 (g) hereof.

6. **Rent.**

a. **Basic Rent:** As rent, Tenant shall pay Landlord FOURTEEN THOUSAND AND NO/100 DOLLARS annually (hereinafter referred to as "Rent"). Rent shall be payable January 1 of each year. Rent for calendar year 2003 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 2003. The Rent shall increase each calendar year by five percent (5%) compounded (*E.g.*, the annual rent for calendar year 2004 shall be \$14,700.00, and for calendar year 2005 it shall be \$15,435.00).

b. **Additional Equipment:** Tenant may not add additional facilities, structures, equipment or other types of improvements, including equipment cabinets and/or antennas beyond those shown on Exhibit C without the prior written approval of the Landlord, which approval shall not be unreasonably withheld 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 and/or antennas that are installed on the Premises by the Tenant based upon the proportional increase in the amount and visual impact of new facilities,

structures, equipment or other types of improvements installed relative to the equipment or antennas shown in Exhibit C or approved by the Landlord at the time of the execution of this Lease Agreement.

c. **Co-location:** Tenant may not agree to allow co-location of additional antennas or equipment on the Premises by another Provider without the prior written approval of the Landlord, which will not be unreasonably withheld. All co-location rental proceeds received by the Tenant from the other Provider must be shared equally with the Landlord upon receipt of payment.

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

7. **Renewal.** Tenant shall have the right to extend this Lease for four (4) additional five-year terms ("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 year as provided for in Paragraph 6 (a) of this Lease Agreement or by the amount of the annual increase in the Consumer Price Index (CPI) which is published for the month that the Lease agreement commences, whichever is greater.

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 which interferes with the Tenant's permitted use of the property pursuant to Paragraph 3 of this Lease Agreement. Substantial interference, as defined herein, shall be deemed a material breach of this Lease Agreement by the interfering party, who shall, upon written notice from the other party, be responsible for its immediate termination. Interference continuing unabated for more than twenty-four (24) hours after written notice is given, constitutes a default of this Lease Agreement justifying its termination as provided in Paragraph 11 (a) of this Lease Agreement.

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 Exhibits C and E and in compliance with all applicable City, state and federal regulations and codes. The Landlord's approval shall not be unreasonably withheld 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 occur between October 15, [REDACTED], and April 1, [REDACTED], to avoid interference with the recreation and athletic programs scheduled at the Property.

b. **Light Fixture and Warning Siren:** Prior to construction of the Monopole and Antenna Facilities, it shall be the sole responsibility of the Tenant to remove and dispose of the existing pole structure on the Premises, first removing therefrom the existing light fixture. Landlord has the right to direct Tenant to install on the Monopole replacing the existing pole structure, a light fixture and emergency warning siren of its own choosing for the purpose of providing illumination of the park and to provide emergency notification to area residents and patrons of Dred Scott Park. Operation of the light fixture and the warning siren shall be controlled by the Landlord. Tenant shall pay all costs associated with the installation of the light fixture and the warning siren and all energy costs for the operation of the light fixture and warning siren. Landlord shall pay for the light fixture and warning siren. Landlord shall have the right to maintain, repair, replace or upgrade the light fixture or warning siren at any time during the term of the Lease.

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 material breach and Landlord shall be entitled to terminate this Lease as provided in Paragraph 11 (h) 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(a) and 9(a) of this Lease Agreement 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, nor the light fixture or warning siren, following any termination of this Lease. 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 Agreement, 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:** Prior to adding additional transmitter or receiver frequencies on the premises, Tenant agrees to notify the Landlord of the modified frequencies if outside AT&T Wireless' licensed frequency range so that the Landlord can perform the necessary interference studies to insure that the modified frequencies will not cause harmful radio interference to any Public Safety Communications System or any other existing Premises leases. Tenant will be required

to pay the reasonable costs for said study or studies which will be performed by a professional communications engineer selected by the Landlord.

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 access drive, 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 its original condition, with the exception of reasonable wear and tear. However, Tenant shall not remove the Monopole, which, along with the light fixture and warning signal affixed thereto, shall become the exclusive property of the Landlord.

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). 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 park 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 park use. Landlord shall not be responsible for any damages which occur as a result of interruption of utility services.

h. **Access Easement:** As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an appurtenant non-exclusive easement ("Access Easement") for ingress, egress, and access (including access described in Paragraph 1 hereof) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Access Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Access Easement provided hereunder shall have the same term as this Lease.

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. 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.

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 cause a disturbance to the surrounding neighbors of the Property, Tenant will at its own expense install noise mitigating equipment or a buffer to meet 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;

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 Agreement 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.

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. **Incompatibility of Premises with Tenant's Design and Engineering Specifications:** Upon sixty (60) days' written notice by Tenant if the Premises are or become unacceptable under Tenant's design and engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong.

d. **Destruction or Damage to Property:** 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.

e. **Incompatibility of Tenant's Use with Landlord's Use as a Park:** Upon sixty (60) days' written notice by Landlord in the event that the use of the

Property as a park is jeopardized because of Tenant's use of its Antenna Facilities. Prior to giving Tenant Notice of Termination pursuant to this section, Landlord must give Tenant written notice of the reasons that constitute jeopardy to the park use. Tenant shall be allowed thirty (30) days to cure the situation to the reasonable satisfaction of Landlord.

f. **Sale or Re-Development of Property or Discontinuation of its Use as a Park:** Upon sixty (60) days' written notice by Landlord, if its Council decides to sell or redevelop the Property and/or discontinue use of the Property for park purposes.

g. **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, is the cause of any interference, as defined in Paragraph 5 of this Lease Agreement, to another communication service provider with pre-existing lease rights to the Property or to a public safety communication system and Tenant fails to cure such interference within twenty-four (24) hours of written notice from the Landlord resulting in cessation of use under Paragraph 5 of this Lease Agreement, 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 interference.

h. **Tenant's Failure to Comply with Applicable Laws or Conditions of Approval:** Upon sixty (60) days' written notice by Landlord if it 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.

i. **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 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 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.

j. **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.

k. **Notice of Termination:** 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. All Rentals 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. Tenant may self-insure for the amounts and types of insurance required by this Section 11(b). If Tenant elects to self-insure, Tenant shall notify Landlord of its intent to self-insure, and shall receive Landlord's prior written approval, which approval shall not be unreasonably withheld. Such coverage shall include, but not be limited to, bodily injury, property damage -- broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned commercial general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 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 \$1,000,000 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 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.

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+ (XIII) or better), licensed to do business in the State of Minnesota, which includes all coverages required in this Section 11. 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 material 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 solely from negligence, willful misconduct, or other fault of Landlord. 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.

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 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 12 shall survive the expiration or other termination of this Lease.

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

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

with a copy to:

Jennifer Tichey, Associate City Attorney



AT&T Mobility
Network Real Estate Administration
5405 Windward Parkway
Alpharetta, GA 30009

By Certified Mail Return Receipt Requested
Receipt No. 71138257147271734549

GLEN -
FTI
RL

May 30, 2008

City Of Bloomington
Attn: Randy Quale, Parks And Recreation Manager 1800 W Old S
1800 W Old Shakopee Rd
Bloomington, MN 55431-3071

Re: NOTICE OF NEW LEGAL NOTICE ADDRESS
10104049 - 3189/HWY169/PIONEER TRAIL

Dear Landlord:

Our Wireless Network Real Estate Administration department is moving its office. Effective immediately, all legal notices and other correspondence relating to the cell site lease referenced above should be sent to AT&T with a copy of that letter sent to AT&T's Legal Department at the following addresses:

By U.S. Postal Service
AT&T Network Real Estate
Administration
Re: 10104049
5405 Windward Parkway
P.O. Box 1630
Alpharetta, GA 30009

By Overnight Courier
AT&T Network Real Estate
Administration
Re: 10104049
12555 Cingular Way
P.O. Box 1607
Alpharetta, GA 30009

With a copy to:

AT&T Legal Department
Attn: Network Counsel
Re: 10104049
15 East Midland Ave.
Paramus, NJ 07652

KEEP THIS LETTER WITH YOUR LEASE AGREEMENT AND OTHER IMPORTANT LEGAL DOCUMENTS

Also, as a reminder, you may contact us with regard to routine matters, but not legal notices at 1-877-231-5447 or email us at REleaseAdmin@awsmail.att.com. We look forward to a continued successful relationship with you.

For AT&T,

Lisa Herndon
Director of Network Real Estate Administration

City of Bloomington
1800 West Old Shakopee Road
Bloomington, Minnesota 55431-3027
(952) 563-8781

If to Tenant, to:

AT&T Wireless
Attn: Lease Administration
RE: AWS Cell Site #MPLSMN3189; Site Name: Hwy. 169 and Hwy. 1
2729 Prospect Park Drive
Rancho Cordove, CA 95670
with copy to:

AT&T Wireless
Attn: Legal Department
RE: AWS Cell Site #MPLSMN3189; Site Name: Hwy. 169 and Hwy. 1
2729 Prospect Park Drive
Rancho Cordove, CA 95670

16. Limitation of Landlord's Liability. If Landlord terminates this Lease other than as of right as provided herein, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, except wrongful termination, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment repair 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 damages to Tenant.

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. 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 ten (10) 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 attorneys 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 E are incorporated into this Lease by reference.

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 (including a Memorandum Lease in the form attached hereto as Exhibit D) necessary to protect it's rights or use of the Premises. The 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 Agreement 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 Agreement 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 Agreement, the date and year first written above.

DATED: 9/8/03

CITY OF BLOOMINGTON (LANDLORD)

By: [Signature]
Its Mayor

DATED: 9/8/03

By: [Signature]
Its City Manager

Reviewed and approved by the City Attorney.

[Signature]
City Attorney

AT&T WIRELESS SERVICES OF MINNESOTA, INC. (TENANT)
a Nevada corporation, d/b/a AT&T wireless

DATED: 7-16-03

By: [Signature]
Its: IMPLEMENTATION MANAGER

Exhibit A
The Property

Legal Description: Lot 1 Block 1 Dred Scott Playfield addition – That part lying in section 31 township 116 range 21

Property identification number: 31 116 21 43 0002

Commonly know as: Dred Scott Playfield 10810 Bloomington Ferry Road, Bloomington
Minnesota Hennepin County

Exhibit B
The Premises and Access Easement

The Premises includes a 15 foot by 27 foot lease tract area for equipment and light pole placement as well as ingress and egress access across the existing parking lot and through a new 10 foot wide bituminous drive together with a 10 foot by 20 foot bituminous turnaround.

The Premises are more legally defined in attached Exhibit C

Exhibit C
Equipment Plans and Initial Installation

See attached plans and specifications



AT&T

AT&T WIRELESS SERVICES, L.L.C. SITE NUMBER: MPLSMN3189A SITE NAME: HWY 169 AND HWY 1

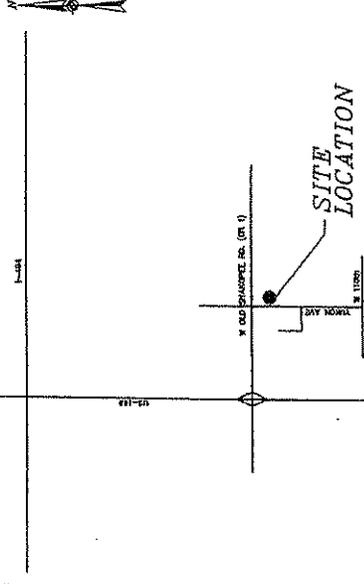
DRAWING INDEX

REV.	DESCRIPTION
0	TITLE SHEET
0	SITE SURVEY
0	SITE LAYOUT PLAN
0	ELEVATION VIEW
0	CONSTRUCTION DETAILS
0	CONSTRUCTION DETAILS
0	CONSTRUCTION DETAILS
0	ANTENNA SCHEMATIC & DETAILS

DIRECTIONS

TRAVEL SOUTH ON HWY 169 TO OLD SHAWNEE RD. (CR. 1). GO EAST ON OLD SHAWNEE ROAD TO JUNCTION. TURN SOUTH (RIGHT) ON HIGHWAY TO BULL FIELD AND SITE ON THE LEFT.

VICINITY MAP



SCALE: NONE

PROJECT INFORMATION

SCOPE OF WORK: A PROPOSED UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF INSTALLING ANTENNAS ON AN EXISTING LIGHT POLE AND THE PLACEMENT OF OUTDOOR ROAD CABINETS ON A CAST IN PLACE CONCRETE SUB.

SITE ADDRESS: 10810 -- 10820 BLOOMINGTON FERRY ROAD
BLOOMINGTON, MN 55438

PROPERTY OWNER: CITY OF BLOOMINGTON

CONTACT PERSON: RANDY GUALE 952-583-8700

APPLICANT: AT&T WIRELESS SERVICES, L.L.C.
MINNEAPOLIS, MN 55408

LATITUDE: 44°48'21.10" NORTH (NAD 83)

LONGITUDE: 93°23'16.10" WEST (NAD 83)

ELEVATION: 840.37' AMSL (NAD 83)

JURISDICTION: CITY OF BLOOMINGTON

PROPERTY TAX I.D. No: 31-118-21-43-0002

CURRENT USE: CITY PARK

PROPOSED USE: TELECOMMUNICATIONS FACILITY

SITE QUALIFICATION PARTICIPANTS

A/E	NAME	COMPANY	NUMBER
SAC	GLENN EBERS	ULTRIX ENGINEERS, INC.	763-571-2300
	JESSICA WALSH	BECHTEL	952-584-4391
RF	JOE BECK	AT&T WIRELESS SERVICES	952-844-6774
CON	FRANK DRANT	BECHTEL	952-684-4353
LANDLORD	RANDY GUALE	CITY OF BLOOMINGTON	952-583-8700

ULTEC ENGINEERS, INC.

3201 EAST RIVER ROAD
SUITE 300
MINNEAPOLIS, MN 55412
PHONE (763) 571-2300
FAX (763) 571-1108
UET Job No. 03-0662
www.ultec.com

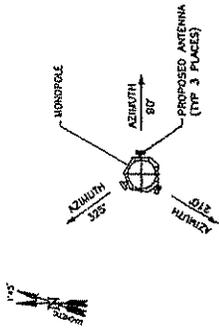
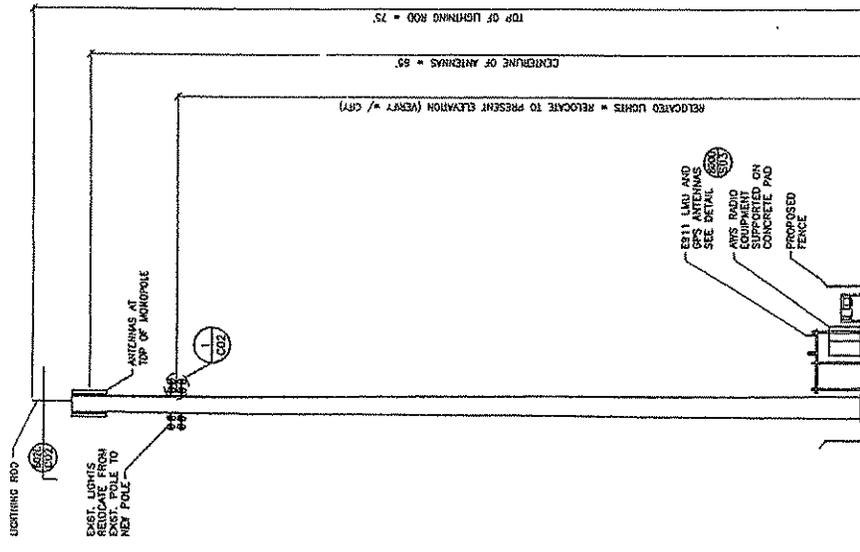
HWY 169 AND HWY 1 (PIONEER TRAIL)
AT&T SITE No. MPLSMN3189A
10810 -- 10820 BLOOMINGTON FERRY ROAD
BLOOMINGTON, MN 55438



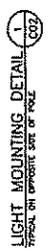
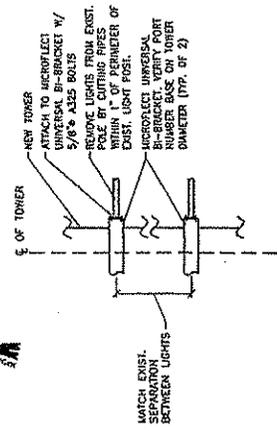
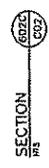
NO.	DATE	BY	CHK'D BY	REVISIONS
1	03/27/03	DR	DR	ISSUED FOR REVIEW
2	03/27/03	DR	DR	ISSUED FOR CONSTRUCTION

SCALE: AS SHOWN
DATE: 03/27/03
SCALE: NONE

AT&T WIRELESS
LIBERTY PROJECT
TITLE SHEET
A-MPLSMN3189A-T01
24897-613
7/3/03



ANTENNA CONFIGURATION



WEST ELEVATION

ULTEIG ENGINEERS, INC.
 5001 EAST RIVER ROAD
 MINNEAPOLIS, MINNESOTA 55421
 PHONE (763) 371-3200
 FAX (763) 371-1168
 U/E1 Job No. 03-5562
 www.ulteis.com

AT&T WIRELESS SERVICES, L.L.C.
 2500 SAN ANTONIO BLVD., SUITE 100
 BLOOMINGTON, MN 55438
 PROJECT NO. 03-5562

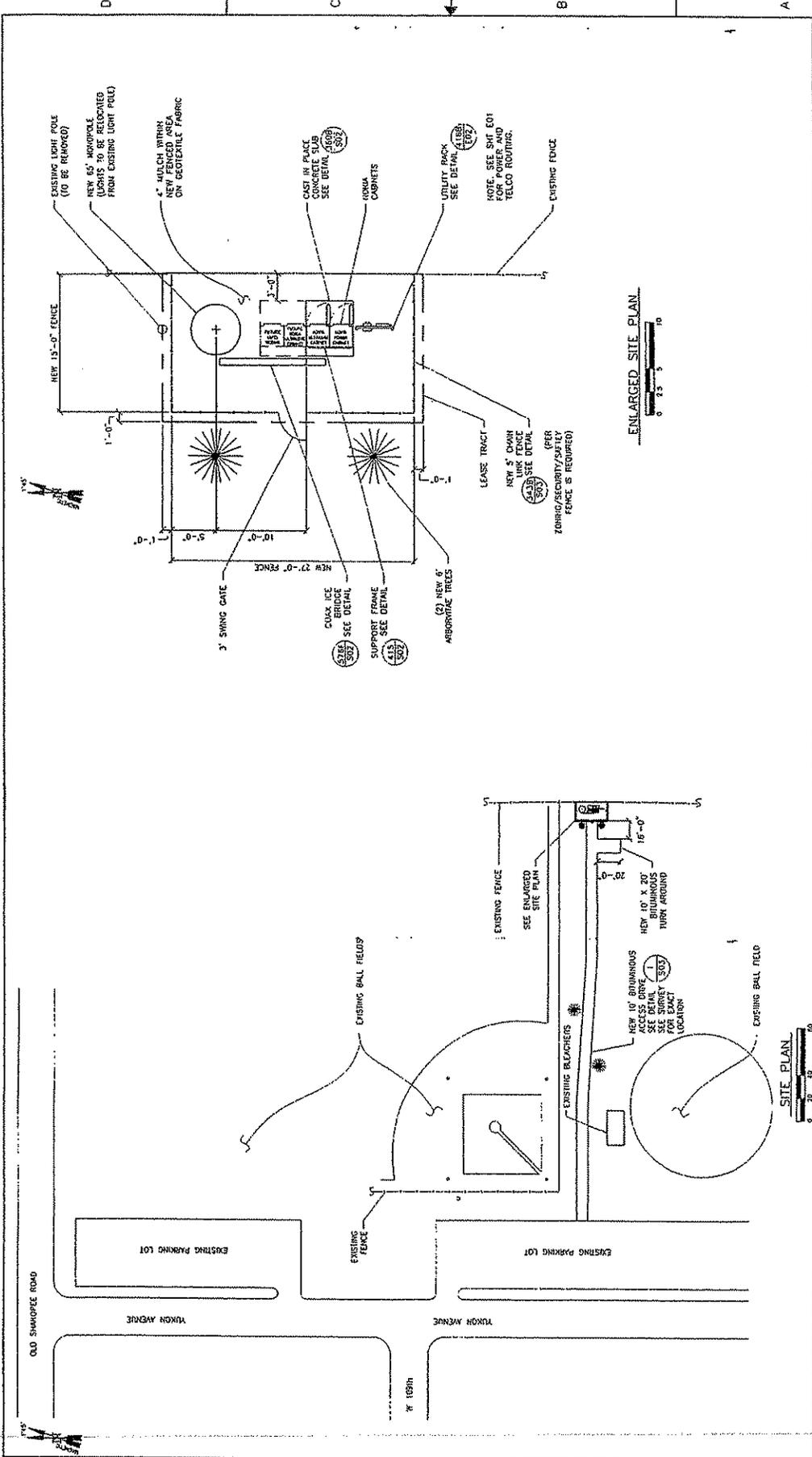
HWY 168 AND HWY 1 (PIONEER TRAIL)
AT&T SITE NO. MPLSMR3189A
 10810 - 10820 BLOOMINGTON FERRY ROAD
 BLOOMINGTON, MN 55438



AT&T WIRELESS
 LIBERTY PROJECT
 ELEVATION MFK

DATE: 05/21/03
 DRAWN BY: DANIEL C. SHROEDER
 CHECKED BY: [Signature]
 PROJECT NO: 03-5562
 SHEET NO: 213/03

NO.	DATE	BY	DESCRIPTION
1	05/21/03	DCS	ISSUED FOR CONSTRUCTION
2	05/27/03	DCS	ISSUED FOR REVIEW



ULTEIG ENGINEERS, INC. 5201 EAST RIVER ROAD SUITE 300 PLOUIS, MISSOURI 64611 PHONE (781) 571-2200 FAX (781) 571-1188 UEI Job No. 08-1982 www.ulteig.com		AT&T AT&T WIRELESS SERVICES, LLC 200 N. MICHIGAN AVE. SUITE 1000 BLOOMINGTON, MN 55403-2120	
HWY 169 AND HWY 1 (PIONEER TRAIL) AT&T SITE No. MPLSMN3189A 10810 - 10820 BLOOMINGTON FERRY ROAD BLOOMINGTON, MN 55433		AT&T WIRELESS LIBERTY PROJECT SITE PLAN 24597-513 A-WLSM3189A-C01	
5/27/02 ISSUED FOR CONSTRUCTION DRAWN BY: [Signature] CHECKED BY: [Signature]	5/27/02 ISSUED FOR REVIEW DRAWN BY: [Signature] CHECKED BY: [Signature]	5/27/02 DATE 24597-513 PROJECT NO.	5/27/02 DATE 24597-513 PROJECT NO.

1
 2
 3
 4
 5

Exhibit D
Memorandum of Lease

Prepared by :
Julie Plante
3408 Park Terr
Mpls., MN 55406

Return to:
AT&T Wireless
Attn.: Lease Administration
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Cell Site No.: MPLSMN3189

State: Minnesota
County: Hennepin

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2003, by and between the City of Bloomington, a Minnesota municipal corporation, (hereinafter referred to as "Landlord") and AT&T Wireless Services of Minnesota, Inc., a Nevada corporation, d/b/a AT&T Wireless, having a mailing address of 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Lease Agreement ("Lease") on the ____ day of _____, 2003, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Lease is for an Initial Term of five (5) years commencing on December 1, 2003 and ending November 30, 2008, with four(4) successive five (5) year options to renew.
3. Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 10810 Bloomington Ferry Road, Bloomington, in the County of Hennepin, State of Minnesota (collectively, the "**Property**"), as described on the attached Exhibit 1. The portion of the land being leased to Tenant (the "Premises") is described on the attached **Exhibit 1**.
4. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

Not for execution. Exhibit purpose only

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

Not for execution. Exhibit purpose only

"LANDLORD"

City of Bloomington

A Minnesota municipal corporation

"TENANT"

AT&T Wireless Services of
Minnesota, Inc.,

a Nevada corporation, d/b/a AT&T
Wireless

By: _____

Print Name: _____

Its: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

I CERTIFY that on _____, 2003, _____ personally
came before me and acknowledged under oath that ___he:

- (a) is the _____ of **AT&T Wireless Services of Minnesota, Inc.**, the corporation named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the corporation; and
- (c) executed the instrument as the act of the corporation.

Notary Public
My Commission Expires: _____

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

I CERTIFY that on _____, 2003, _____ personally
came before me and acknowledged under oath that ___he:

- (a) is the _____ of **the City of Bloomington.**,
the corporation named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the corporation; and
- (c) executed the instrument as the act of the corporation.

Notary Public
My Commission expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 3 of 3

to the Agreement dated _____, 2003, by and between the City of Bloomington, a Minnesota municipal corporation, as Landlord, and AT&T Wireless Services of Minnesota, Inc., a Nevada corporation, d/b/a AT&T WIRELESS, as Tenant.

The Legal Description of the Property is described and/or depicted as follows:

Legal Description: Lot 1 Block 1 Dred Scott Playfield addition – That part lying in section 31 township 116 range 21

Property identification number: 31 116 21 43 0002

Commonly know as: Dred Scott Playfield 10810 Bloomington Ferry Road, Bloomington Minnesota Hennepin County

The Premises includes a 15 foot by 27 foot lease tract area for equipment and light pole placement as well as ingress and egress access across the existing parking lot and through a new 10 foot wide bituminous drive together with a 10 foot by 20 foot bituminous turnaround.

Not for execution. Exhibit purpose only

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

**EXHIBIT E
TO
SITE LEASE AGREEMENT**

City Council Conditions of Approval

1. The Tenant must obtain administrative zoning approval for a minor revision to final site and building plans;
2. The Tenant must obtain all necessary building permits for the pole, antennas, equipment, access drive, and other site features;
3. The Tenant shall employ equipment antenna system design that minimizes the out of band signal mixing within their equipment and shall allow the City and the County to spot test for interference, including switching between the transmit and standby modes;
4. The Tenant shall notify the Bloomington Police Department that service is about to commence at least ten (10) days before the commencement of services;
5. Tenant must obtain written Landlord approval of any alterations or revisions to Exhibit C during the construction phase;
6. Electrical, telephone, fiber, and other utility services shall be underground and located as agreed upon by the City;
7. No trees or shrubs shall be removed without authorization from the Landlord;
8. Installation of the tower and equipment shall commence no earlier than October 15, 2003 and shall be completed on or before April 1, 2004;
9. Access to the construction site shall be coordinated with the Bloomington Park Maintenance staff;
10. The staging and storage of construction materials shall be coordinated with the Bloomington Park Maintenance staff;
11. All antennas, mounts, and exposed cable runs shall be painted by the Tenant to match the color of the tower;
12. Subject to Landlord approval, restoration of the structure and site shall be the responsibility of the Tenant and shall be to a condition equal or better than the condition prior to commencement of the project;
13. Unless approved by the Landlord, ballfield lights shall not be unavailable for use for more than fifteen (15) days;
14. Lease proceeds shall be directed toward Park Maintenance Account #7725 for park maintenance purposes; and,
15. The six (6) foot tall Arborvitae shown on the plans in Exhibit E shall be replaced with six (6) foot tall White Spruce.



AT&T WIRELESS SERVICES

August, 27, 2003

Glen Markegard
City Planner
City of Bloomington
1800 West Old Shakopee Road
Bloomington, MN 55431

RE: AT&T Wireless Services Lease Agreement with the City of Bloomington (Lot 1, Block 1, Dred Scott Playfield)

Dear Glen,

Please accept this letter as written notice that AT&T accepts the lease commencement language ("commencement date") in the above mentioned agreement to reflect Dec 1, 2003. Although AT&T would prefer to have the commencement language be equal to construction start, Dec 1, 2003 is acceptable.

This letter has also been sent via mail to Julie Plante, contractor for American Tower/AT&T Wireless.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Hall".

Jason Hall
11600 96th Ave North
Maple Grove, MN 55369
763.493.0027 x 241

cc: Julie Plante

RECEIVED
DIVISION OF CITY PLANNING
AUG 28 2003
CITY OF BLOOMINGTON
MINNESOTA