

# WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement ("Lease") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Blaine, a municipal corporation under the laws of the State of Minnesota, whose address is 10801 Town Square Drive NE, Blaine, Minnesota 55449 ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to APT Minneapolis, Inc., with its principal offices located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006 ("Tenant").

In consideration of the terms and conditions of this lease, the parties agree as follows:

1. **Premises**

Landlord is the owner of a parcel of land (the "Land") and a water tower (the "Tower") located in the City of Blaine, County of Anoka, State of Minnesota more commonly known as 9150 Central Avenue NE (the Tower and Land are collectively, the "Property"). The Land is more particularly described in Exhibit A attached hereto. Landlord hereby leases to Tenant and Tenant leases from Landlord, approximately 300 square feet of the Land and nine (9) antennas on the Tower (collectively, the "Premises") as shown in the Plans approved under previous lease, dated September 11, 1996, and revised August 22, 2012, which is attached hereto as Exhibit B.

2. **Term/Renewals**

The term of this Lease Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2016, (with said date hereinafter referred to as "Commencement Date") and end on \_\_\_\_\_ (five years from Commencement Date). This Lease will automatically renew according to the terms and conditions herein for four (4) successive five (5) year renewal terms unless Tenant notifies Landlord at least sixty (60) days prior to expiration of any renewal term of its intention not to renew the Lease. Landlord may deny renewal of this Lease at its sole discretion by written notification of its intention not to renew the Lease at any time but Landlord must do so at least one hundred eighty (180) days prior to the expiration of any renewal term.

3. **Rent**

- a. Upon the Commencement Date of this Lease, Tenant shall pay a prorated portion of the annual fee of Twenty-one Thousand Sixty-eight dollars and 50 Cents (\$21,068.50) ("Rent") for the remainder of the initial calendar year of 2016. The Rent shall be paid in advance on or before the Commencement Date and thereafter on or before January 1 of all subsequent calendar years. Rent shall be increased annually by four percent (4%). The Landlord will invoice the Tenant prior to January 1 of each year.
- b. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to the Tenant. Tenant may not add additional equipment and/or antennas from that shown on the Site Plan which is attached hereto as Exhibit B without the approval of the Landlord.
- c. The Landlord shall furnish a complete and fully executed Internal Revenue Service Form W-9 to the Tenant upon request.

4. **Use**

Tenant may use the Premises for the purpose of constructing, maintaining, and operating a wireless communications facility between: 600MHz to 80000MHz frequencies, and for the storage of related equipment in accordance with the terms of this Lease. Tenant's use shall consist of 12 antennae on the side and/or top of the Tower, along with cables and building (ground facilities) as

may be provided in the Site Plan attached as Exhibit B. Tenant shall use the property in compliance with all federal, state, and local laws and regulations. Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, including Landlord's reasonable attorney and administrative fees, any licenses and permits required for Tenant's use of the property.

5. **Building Construction Standards and Engineering Review**

Tenant's antennae shall, at all times, be painted, at Tenant's expense, the same color as the Tower. Other facilities shall be painted as directed by Landlord.

Before obtaining authorization to begin work, if requested by the Landlord, Tenant agrees to pay for the reasonable cost of an engineering structural review carried out by an independent and qualified professional engineer selected by the landlord determining whether the structure is able to support the Tenant's Facilities without materially or adversely affecting (i) the Landlord's use of the Water Tower or (ii) another tenants(s) who has priority as set forth in Section 12. If the structural review determines a potential for a material adverse effect, Tenant shall submit revised plans to correct any issues. If Tenant is unable to unwilling to make changes to this project, Landlord may exercise its right to reject the project.

Tenant agrees to pay for the reasonable cost of an independent and qualified professional retained by the Landlord to provide plan review and field inspections of the work. The focus of said inspection(s) will be to the future maintenance and operation of the structure due to the presence of Tenant's equipment. If the inspection(s) determine that future maintenance and operation of the Property may be materially adversely affected, and cannot be reasonably remedied, Landlord may exercise its right to reject the proposed antenna modification project.

Tenant agrees to allow periodic inspection(s) of the project during the construction phase to ensure compliance with all approved plans and specifications, AWWA and OSHA Standards, and the Uniform Building Code. In particular, inspection(s) will focus upon coating removal, welding and remedial priming and coating replacement at proper ambient temperature and humidity.

Tenant shall provide a cash escrow in the amount of \$5,000.00 for upgrade work that does not involve any modifications to the tower, and \$10,000.00 for any upgrade work that involves physical attachments or changes to the tower, to the Landlord to cover all costs incurred by the Landlord for the plan review and inspections of any upgrades. Upon completion, inspection, and acceptance by the Landlord of the construction work, the Landlord will release any unused portion of the escrow, with a statement showing paid expenses. Landlord expenses exceeding the initial escrow amount shall be invoice to the Tenant, who shall pay said costs within 30 days.

6. **Installation of Equipment and Leasehold Improvements**

- a. Tenant has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Tenant Facilities"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole costs and expense and in a good and workmanlike manner. Title to the Tenant Facilities shall be held by Tenant. All of Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove all Tenant Facilities at its sole expense on or before the expiration or earlier termination of the Lease; provided, Tenant repairs any damage to the Premises caused by such removal.
- b. Tenant's installation of the Tenant Facilities shall be done according to plans approved by Landlord. Landlord's approval of such plans will not be unreasonably withheld, conditioned, or delayed. Any damage done to the property and/or Tower itself during installation and/or during operations shall be repaired or replaced within thirty (30) days

at Tenant's expense and to Landlord's reasonable satisfaction.

- c. Subsequent to construction, Tenant shall provide Landlord with as-built drawings of the Tenant Facilities which show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed inventory of all Tenant Facilities.

7. **Equipment Upgrade**

Tenant may update or replace the Tenant Facilities from time to time provided that the replacement facilities are not greater in number, size or volume than that specified in this Lease. Any change in their location, other than that indicated in this Lease, shall be subject to Landlord's written approval, which approval shall not be unreasonably withheld or delayed.

8. **Maintenance**

- a. Tenant shall, at its own expense, maintain the Tenant Facilities safely, in good repair and in a manner suitable to Landlord.
- b. Tenant shall have sole responsibility for the maintenance, repair, and security of its Tenant Facilities, and shall keep the same in good repair and condition during the Lease term.
- c. Tenant must keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard, undue vibration, heat, noise, interference, etc.
- d. In the event the Landlord repaints its Tower, it shall be the responsibility of the Tenant to provide adequate measures to cover Tenant Facilities and protect such from paint and debris fallout which may occur during the paint restoration process, provided Landlord give a minimum of 120 days notice of any work on the Tower.
- e. In the event the Landlord repaints the Tower, or other routine maintenance, and such activity requires the removal of the Tenant Facilities from the Tower, Tenant shall be allowed to place a temporary antenna mounting facility, such as a "Cell on Wheels", at a mutually agreeable location on the Property, in order to maintain uninterrupted use of the Tenant Facilities.

9. **Property Access**

- a. Tenant, at all times during this Lease, shall have vehicle ingress and egress over the Property by means of the existing access, subject to notice requirements to Landlord in paragraph 9b, below.
- b. Tenant shall have reasonable access to the Property in order to install, operate, and maintain the Tenant Facilities. Tenant shall have access to such facilities only with the approval of Landlord. Tenant shall request access to the Tower twenty-four (24) hours in advance, except in an emergency. Tenant shall have access to Tenant's ground facilities at all times.
- c. Landlord shall be allowed and granted access to the Premises at reasonable times to examine and inspect the Tenant Facilities and/or the Premises for safety reasons or to ensure that the Tenant's covenants are being met.

10. **Utilities**

Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Property and shall pay all costs associated therewith. Landlord agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Tenant or to the servicing utility company at no cost to the Tenant, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein.

11. **Compliance with Statutes, Regulations, and Approvals**

It is understood and agreed that Tenant's use of the Property herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. The Tenant Facilities shall be erected, maintained and operated in accordance with all Federal, State and local rules and regulations now or hereafter in effect.

12. **Interference**

Tenant's installation, operation, and maintenance of Tenant Facilities shall not damage or interfere in any way Landlord's Tower operations or related repair and maintenance activities and Tenant agrees to cease all such actions which materially interfere with Landlord's use of the Tower immediately upon actual notice of such interference, provided however, in such case, Tenant shall have the right to terminate the Lease. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Property in connection with Tower operations as may be necessary. The Landlord agrees to give reasonable advance written notice of any such activities to the Tenant and to reasonably cooperate with Tenant to carry out such activities with a minimum amount of interference with Tenant's use of the Property.

a. User Priority Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference while this Lease is in effect:

1. Landlord;
2. Public Safety agencies, including law enforcement, fire, and ambulance services that are not part of the Landlord;
3. Other governmental agencies where use is not related to public safety; and
4. Tenant and other government-regulated entities whose antennae offer a service to the general public for a fee in a manner similar to a public utility, such as long distance and cellular telephone.

Before placement of the Tenant Facilities, Landlord may obtain, at Tenant's expense, an interference study indicating that Tenant's intended use will not interfere with any existing communications facilities on the Tower and an engineering study indicating that the Tower is able to structurally support the Tenant Facilities without prejudice to the Landlord's primary use of the Tower. Tenant shall pay to the Landlord a one-time charge for the portion of such studies directly attributable to the Tenant. That charge shall not exceed Five Hundred Dollars (\$500.00) for the frequency study and Three Thousand Dollars (\$3,000.00) for the structural study.

Landlord in no way guarantees to Tenant subsequent noninterference with Tenant's transmission operations, provided, however, that in the event any other party except a governmental unit, office or agency requests permission to place any type of additional antenna or transmission facility on the Property the procedures of this Paragraph shall govern to determine whether such antenna or transmission facility will interfere with Tenant's transmission operations.

If Landlord receives any such request, Landlord shall submit the proposal complete with all technical specifications reasonably requested by Tenant to Tenant for review for noninterference. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed

consent by Tenant to the installation of antennas or transmission facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such 30 day period and Tenant's objections are verified by Landlord to be valid, then Landlord shall not proceed with such proposal. The entities requesting an additional lease shall be responsible for the expenses incurred in any independent validation of Tenant's interference objections, provided, however, should the independent analysis conclude that Tenant's interference objections were invalid, Tenant shall be responsible for any independent validation fees. A governmental unit may be allowed to place antennae or other communications facilities on Tower regardless of potential or actual interference with Tenant's use, provided however, if Tenant's use of the Property is materially affected, Tenant may terminate the Lease.

Tenant's use and operation of the Tenant Facilities shall not interfere with the use and operation of other communication facilities on the Tower which pre-existed Tenant's Facilities. If Tenant's Facilities cause impermissible interference, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its facility until the interference has been eliminated. If, starting at this date, the interference cannot be eliminated within 90 days, Landlord may terminate this Agreement.

13. **Termination**

Except as otherwise provided herein, this Lease may be terminated by either party upon written notice to the other party as follows: (a) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof); or (b) by Tenant if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Tenant Facilities or Tenant's business; or (c) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (d) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interferences; e) by Landlord upon one hundred eighty (180) days written notice return receipt requested if the City Council decides, in its sole discretion and for any reason, to redevelop the Property and/or discontinue use of the Property for all purposes; (f) by Landlord upon one hundred eighty (180) days written notice if it determines, in its reasonable discretion and for any reason, that the Property is structurally unsound for Tenant's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Property from any source, or factors relating to condition of the Property; or (g) by Landlord if it determines that continued occupancy of Property by Tenant is in fact a threat to health, safety or welfare.

Upon termination of this Lease for any reason, Tenant shall remove the Tenant Facilities from the Property within Ninety (90) days of the Termination date. The Tenant shall continue to pay Rent pursuant to this Lease Agreement during any period of time when any portion of the Facilities remain on the Property. Tenant shall also repair any damage to the Property caused by such removal, other than normal wear and tear, at Tenant's sole cost and expense. Any portion of the Tenant's Facilities which are not removed within one hundred eighty (180) days after termination shall become the property of Landlord.

14. **Limitation of Landlord's Liability: Early Termination**

In the event Landlord terminates or otherwise revokes the Lease, other than as provided in paragraph 13 above, or Landlord causes interruption of the business of Tenant, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.

15. **Insurance**

- a. Tenant shall carry adequate insurance to protect the parties against any and all claims, demands, actions, judgments, expenses, and liabilities which may arise out of or result directly or indirectly from Tenant's use of the Property. Any applicable policy shall list the Landlord as an additional insured and shall provide that it will be the primary coverage.
- b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- c. Tenant shall provide Landlord, prior to the Commencement Date and with each renewal of the Lease term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Minnesota, which includes all coverages as required herein . Said certificate shall also provide that the coverage may not be canceled without thirty (30) days' written notice to Landlord. Tenant shall provide Landlord thirty (30) days' notice of any material change to, or reduction in, insurance coverage that Tenant is required to maintain pursuant to this Lease.
- d. Landlord agrees that it currently has insurance coverage with respect to the Property. Landlord reserves the right to change said insurance coverage or to self insure.
- e. 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.
- f. 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, broad form contractual liability, property damage liability, and independent contractors.

The Tenant must maintain aforementioned commercial general liability coverage with limits of liability not less than \$2,000,000 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.

- g. 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 \$2,000,000 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.

- h. 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.
- i. Adjustment to Insurance Coverage Limits: The Tenant's 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 policy.
- j. 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 without thirty (30) days prior written notice to the Landlord.

16. **Condemnation**

In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said 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 shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Property, 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 of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing the Tenant Facilities.

17. **Indemnification**

Tenant agrees to indemnify, defend, 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 the Landlord or for which the Landlord may be liable, which arise from the negligence, willful misconduct, or other fault of Tenant or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of the Tenant Facilities on the Property, provided same is not due to the negligence or willful default of Landlord.

If Tenant fails or neglects to defend such actions, Landlord may defend the same and any expenses (including reasonable attorneys' fees) which it may pay or incur in defending said actions, as well as the amount of any judgment or settlement which it may be required to pay, shall promptly be reimbursed by Tenant.

Landlord agrees to indemnify, defend, and hold harmless Tenant 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 attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by Tenant or for which Tenant may be liable, which arise from the negligence, willful misconduct, or other fault of Landlord or its employees, agents, or subcontractors provided same is not due to the negligence or willful default of Tenant.

If Landlord fails or neglects to defend such actions, Tenant may defend the same and any expenses (including reasonable attorney's fees) which it may pay or incur in defending such actions, as well as the amount of any judgment or settlement which it may be required to pay, shall promptly be reimbursed by Landlord.

18. **Hazardous Substance Indemnification**

Tenant represents and warrants that its use of the Premises, herein, will not generate and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance except for substances used in backup power units such as batteries and diesel generators. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance by Tenant and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Landlord, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonable be anticipated to cause sickness, death or disease.

Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property with respect to Hazardous Substances from any and all sources other than those Hazardous Substances introduced to the property by Tenant.

19. **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, to the following addresses:

If to Landlord, to:           City of Blaine  
  Engineering Department  
  10801 Town Square Drive NE  
  Blaine, MN 55449

If to Tenant, to:            T-Mobile Central LLC  
  Attn: Property Management/A100004A  
  12920 SE 38<sup>th</sup> Street  
  Bellevue, WA 98006

20. **Assignment and Subletting**

a. Tenant may not assign, or otherwise transfer all or any part of its interest in this Lease or in the Premises without the prior written consent of Landlord; provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

21. **Miscellaneous**

- a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.
- b. Landlord and Tenant each waive any and all rights to recover against the other for any loss or damage to such party arising from any cause to the extent covered by any property insurance required to be carried pursuant to this Lease. The parties will, from time to time, cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Tower or the Property or the contents of either.
- c. In the event either party hereto shall institute suit to enforce any rights hereunder, the prevailing party shall be entitled to recover court costs and attorney's fees incurred as a result thereof.
- d. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, 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 parties.
- e. This Lease shall be construed in accordance with the laws of the State of Minnesota.
- f. If any term of this Lease is found to be void or invalid, such invalidity shall not effect the remaining terms of this Lease, which shall continue in full force and effect.
- g. The parties acknowledge that this is a nonexclusive lease. Nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity which may be in competition with tenant, or any other party, subject to the conditions set forth in paragraph 12 of this Lease.

This Lease was executed as of the date first set above.

**LANDLORD:** City of Blaine

\_\_\_\_\_  
By: Tom Ryan, Mayor

\_\_\_\_\_  
By: Clark E. Arneson, City Manager

**TENANT:** T-Mobile Central LLC  
A Delaware Limited Liability Company

\_\_\_\_\_  
By: Hossein Sepehr

Its: Area Director, Network Engineering and Operations

Date: \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF PROPERTY

Lot 2, Block 1, Cloverleaf Commerce Center 2<sup>nd</sup> Addition, Anoka County, Minnesota, subject to easements of record.

EXHIBIT B  
SITE SKETCH