

shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 Attorneys' Fees. If an action is brought by either Party for breach of any lease covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

12.18 Relocation. Tenant shall remove its Antenna Facilities at Tenant's cost, upon reasonable notice to allow maintenance, repair, repainting, restoration or other activity as required by Landlord. There may be scheduled interruptions in use of the Antenna Facilities. Except in the case of an emergency, Landlord shall give Tenant sixty (60) days' notice of repair, repainting or restoration. In case of an emergency, Landlord may remove Tenant's Antenna Facilities but shall notify Tenant by telephone within a reasonable time. An "emergency" shall be deemed to exist only in those situations which constitute an immediate threat to the health or safety of the public or immediate danger to the Property. In the event of use of Tenant's Antenna Facilities is interrupted, Tenant shall have the right to maintain mobile cellular equipment on the facility property. Oldest tenants will have priority if space is limited. If site will not accommodate mobile equipment, it is Tenant's responsibility to locate suitable auxiliary sites.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

CITY OF SAINT ANTHONY

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Property Address: 3305 Silver Lake Road, Saint Anthony, MN 55418

Parcel Identification Number: 0602923130002

Legal Description of the Property:

The West 20 acres of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 6, Township 29, Range 23 according to the U.S. Government Survey thereof Hennepin County, Minnesota,

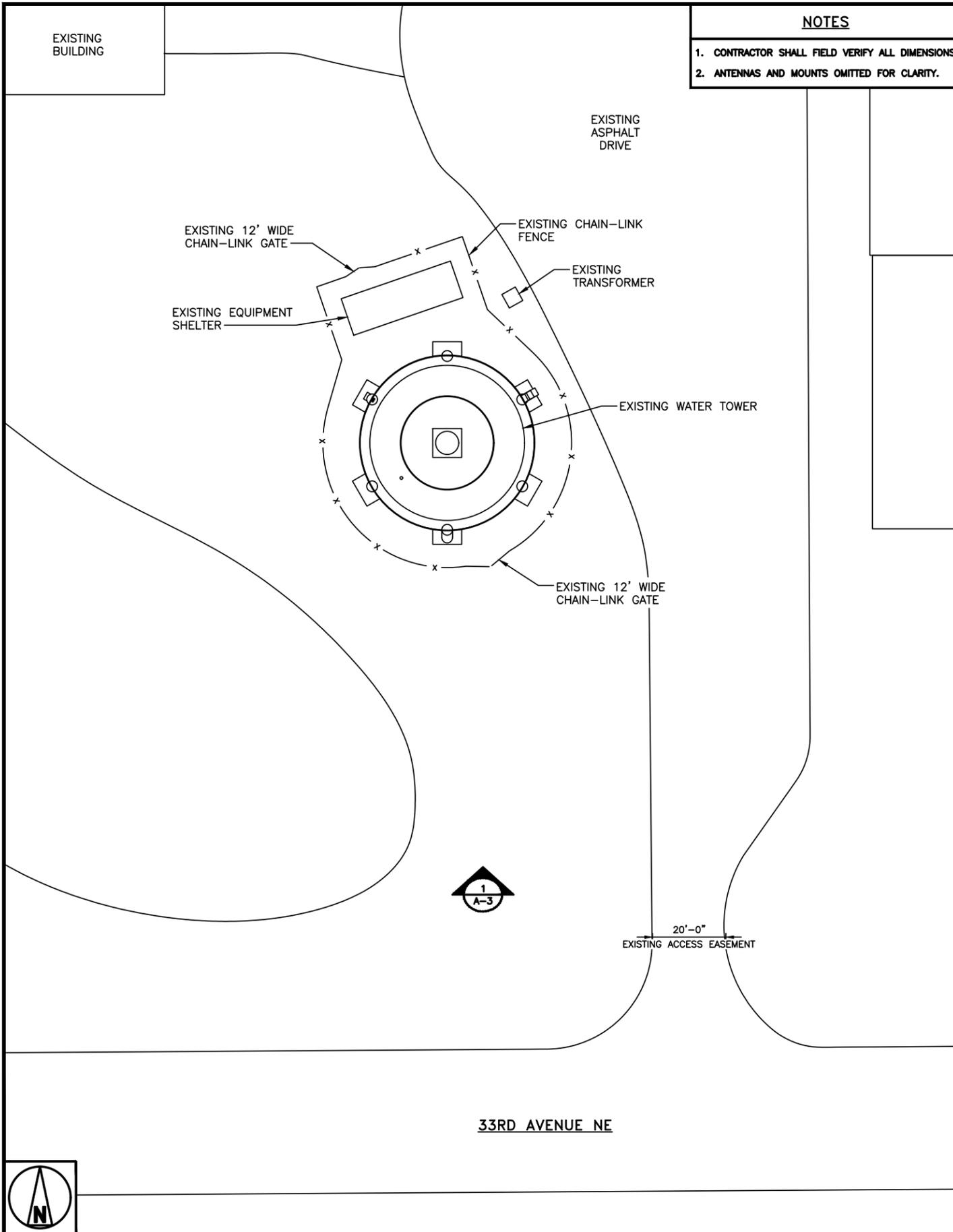
Less and except:

The West 270 feet of the South 84.2 feet of the North Half (N $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of said Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NW $\frac{1}{4}$) (PID 060292310003)

EXHIBIT B

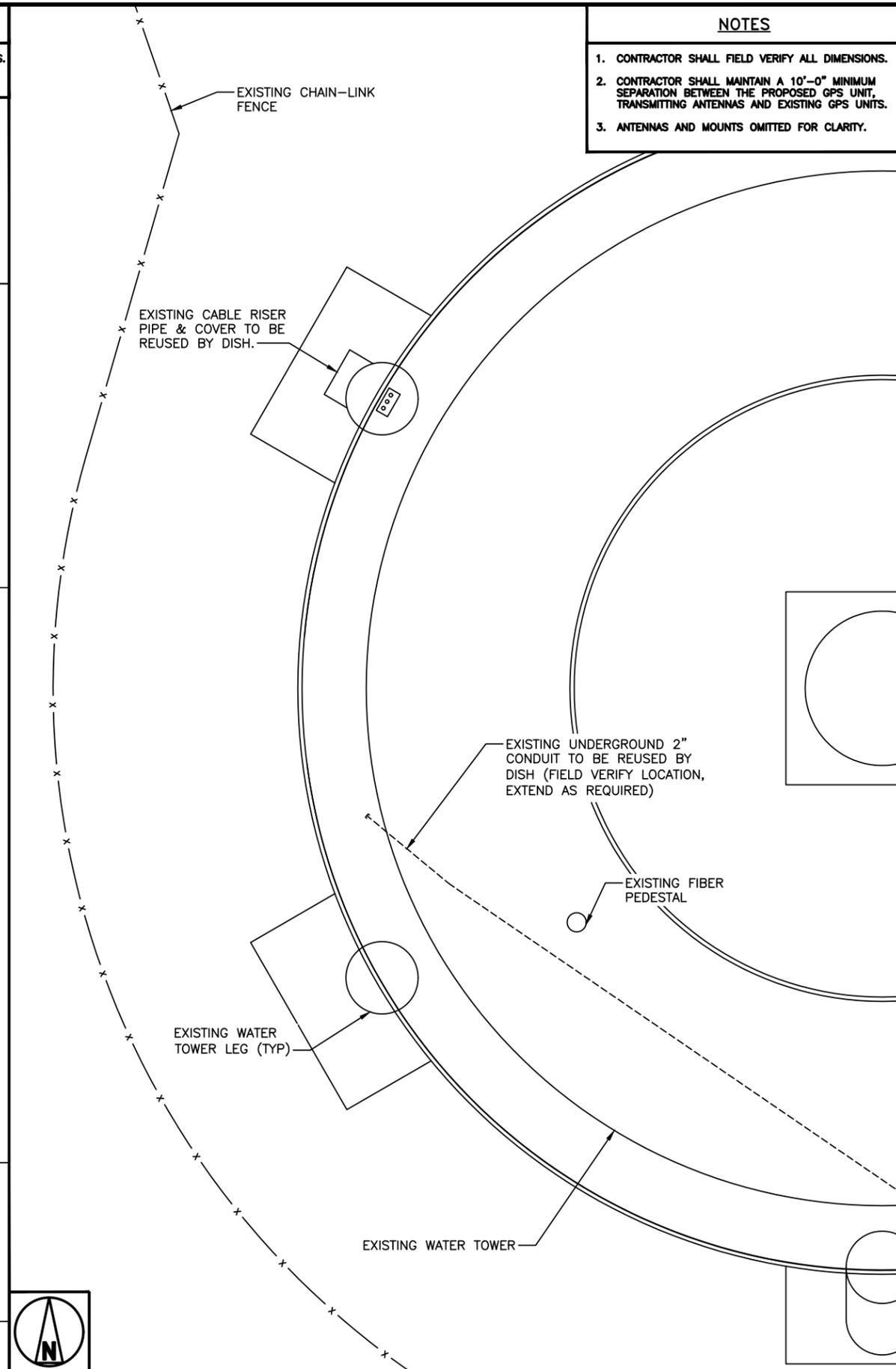
SITE PLAN

[Please See Attached]



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

7171 WEST 95TH STREET, SUITE 600
OVERLAND PARK, KANSAS 66212

NOT TO BE USED FOR CONSTRUCTION

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DRAWN BY:	CHECKED BY:	APPROVED BY:
HRL	HEE	JJS
RFDS REV #:	3	

PRELIMINARY DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	11/11/21	ISSUED FOR REVIEW
B	04/25/22	ISSUED FOR REVIEW
C	08/14/22	ADDRESS CORRECTION

A&E PROJECT NUMBER
MNMSP00339B

DISH WIRELESS PROJECT INFORMATION
MNMSP00339B

**3305 SILVER LAKE ROAD
ST. ANTHONY, MN 55418**

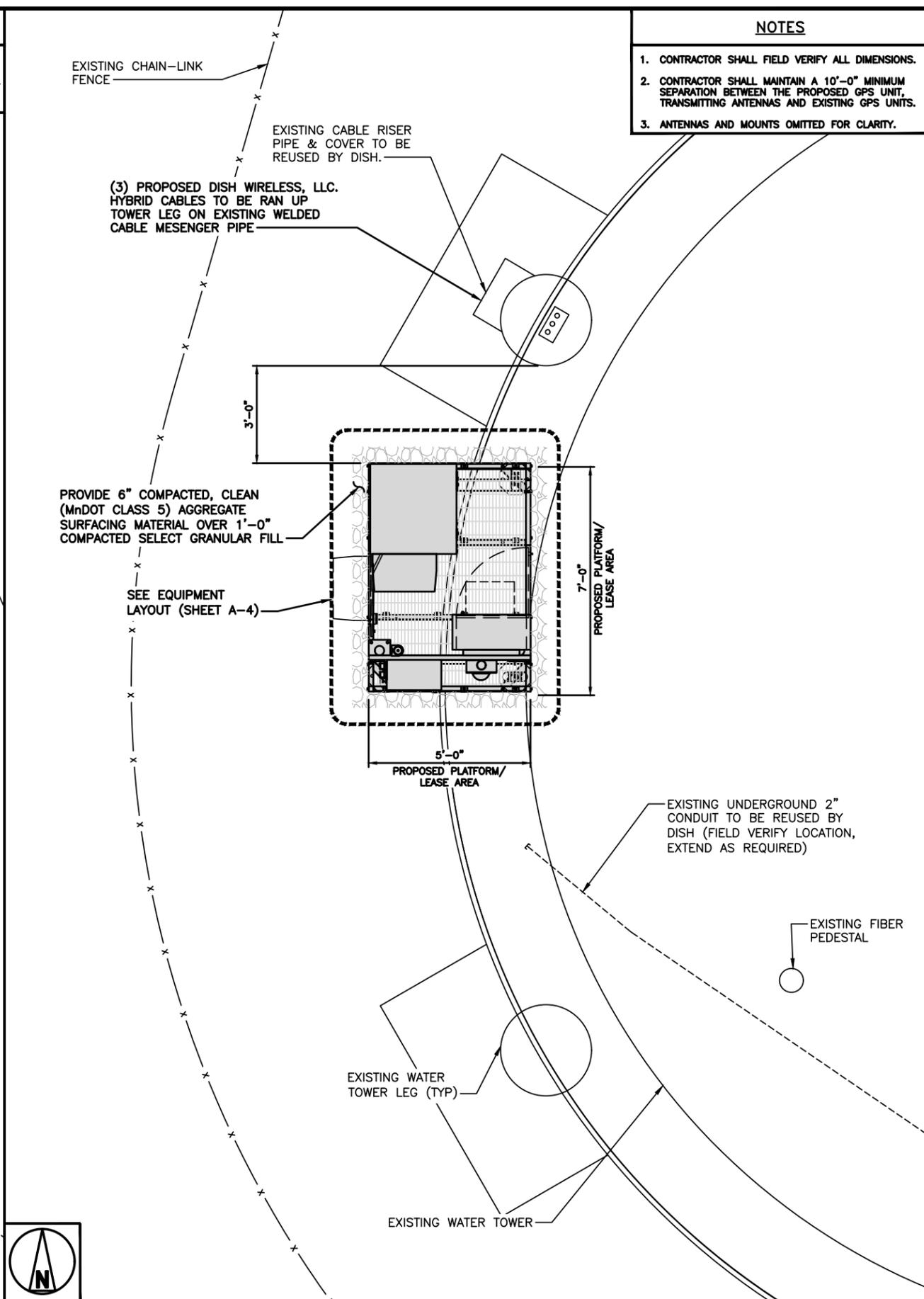
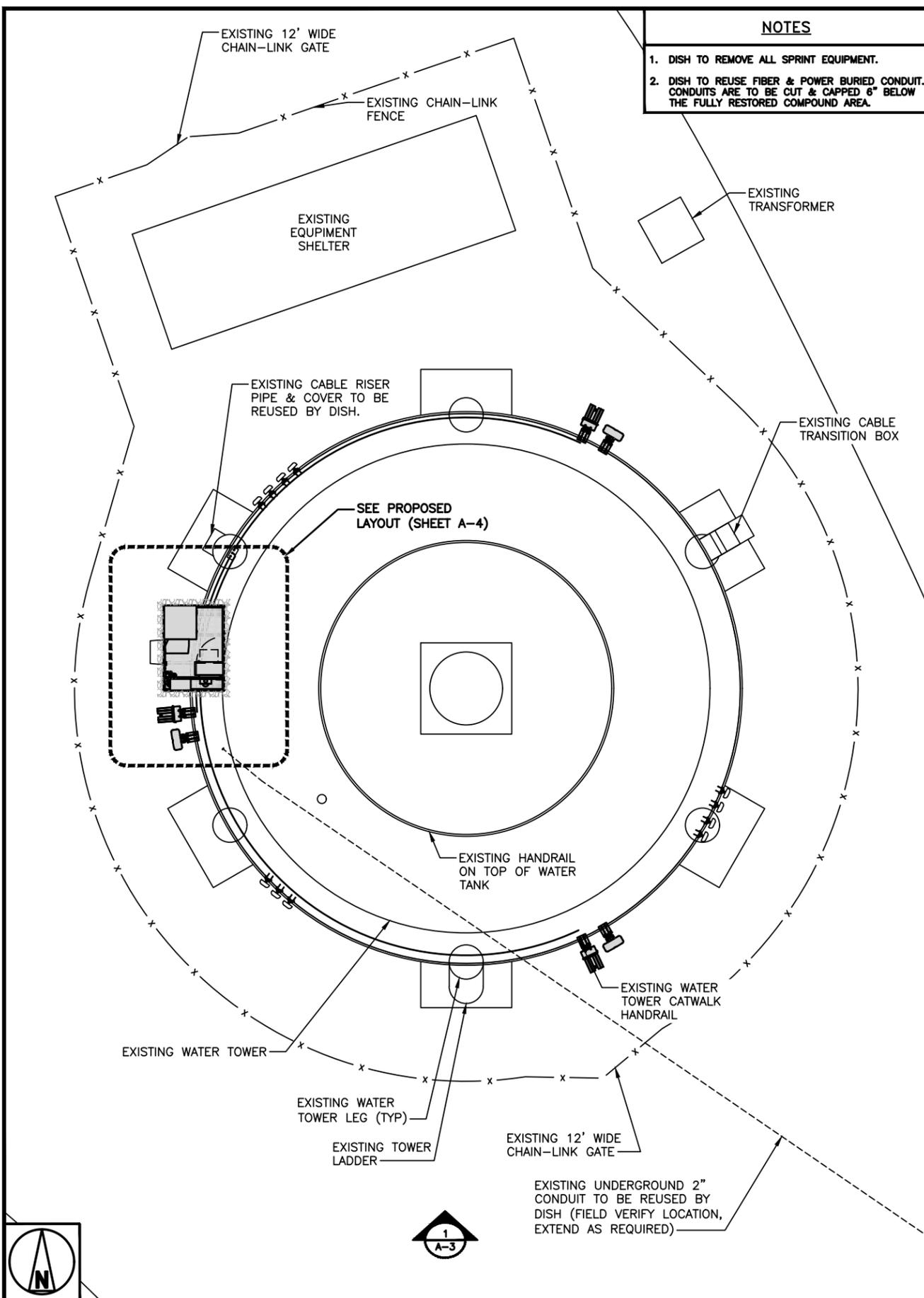
SHEET TITLE
OVERALL AND COMPOUND SITE PLAN

SHEET NUMBER
A-1

EXHIBIT C

TENANT'S EQUIPMENT

[Please See Attached]



dish wireless.

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RFDS REV #: 3

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MNMSP00339B

**3305 SILVER LAKE ROAD
ST. ANTHONY, MN 55418**

SHEET TITLE
EXISTING AND PROPOSED LAYOUTS

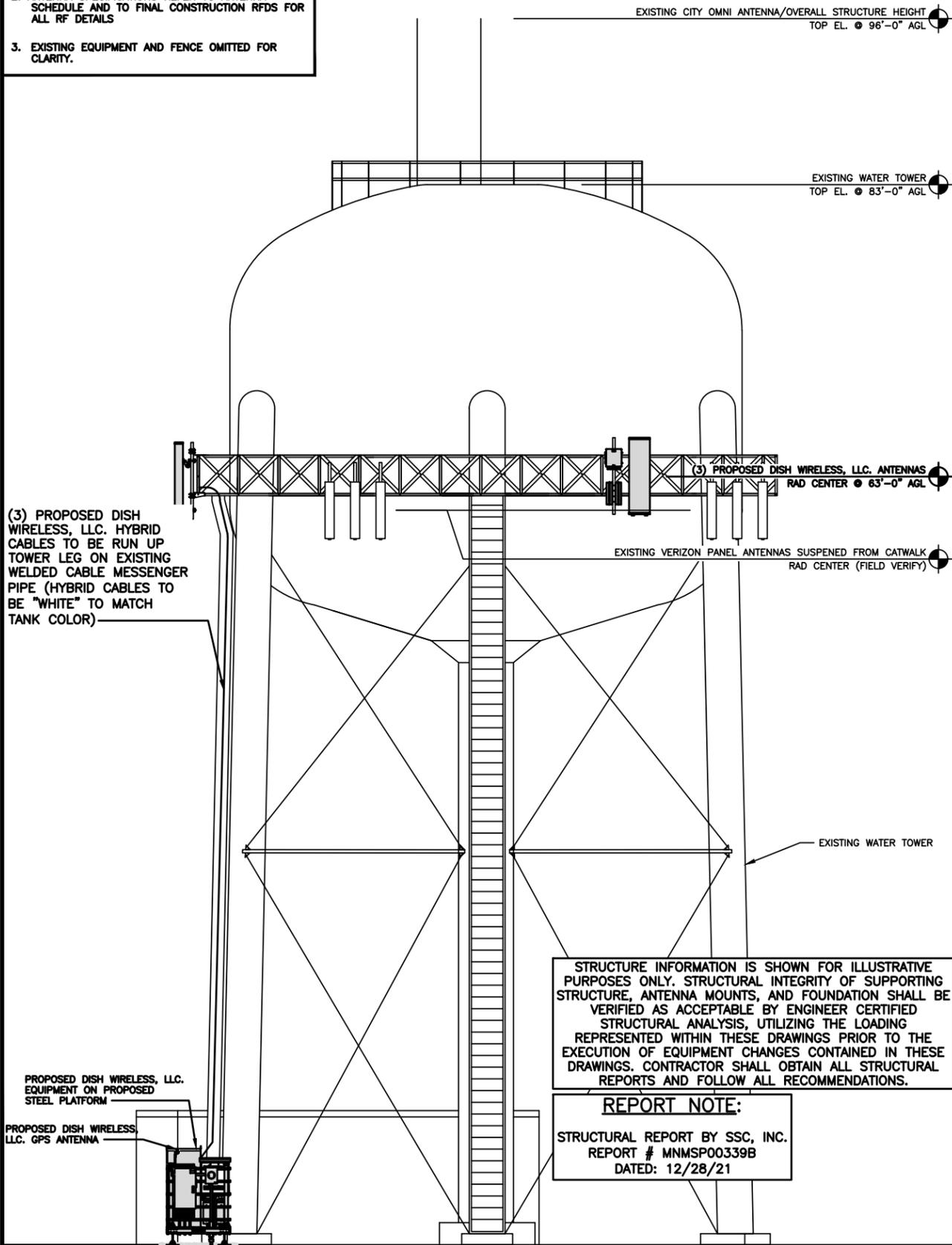
SHEET NUMBER
A-2

COMPOUND SITE PLAN 1/16"=1'-0" 1

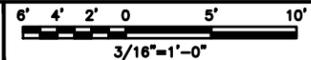
PROPOSED LAYOUT 1/2"=1'-0" 2

NOTES

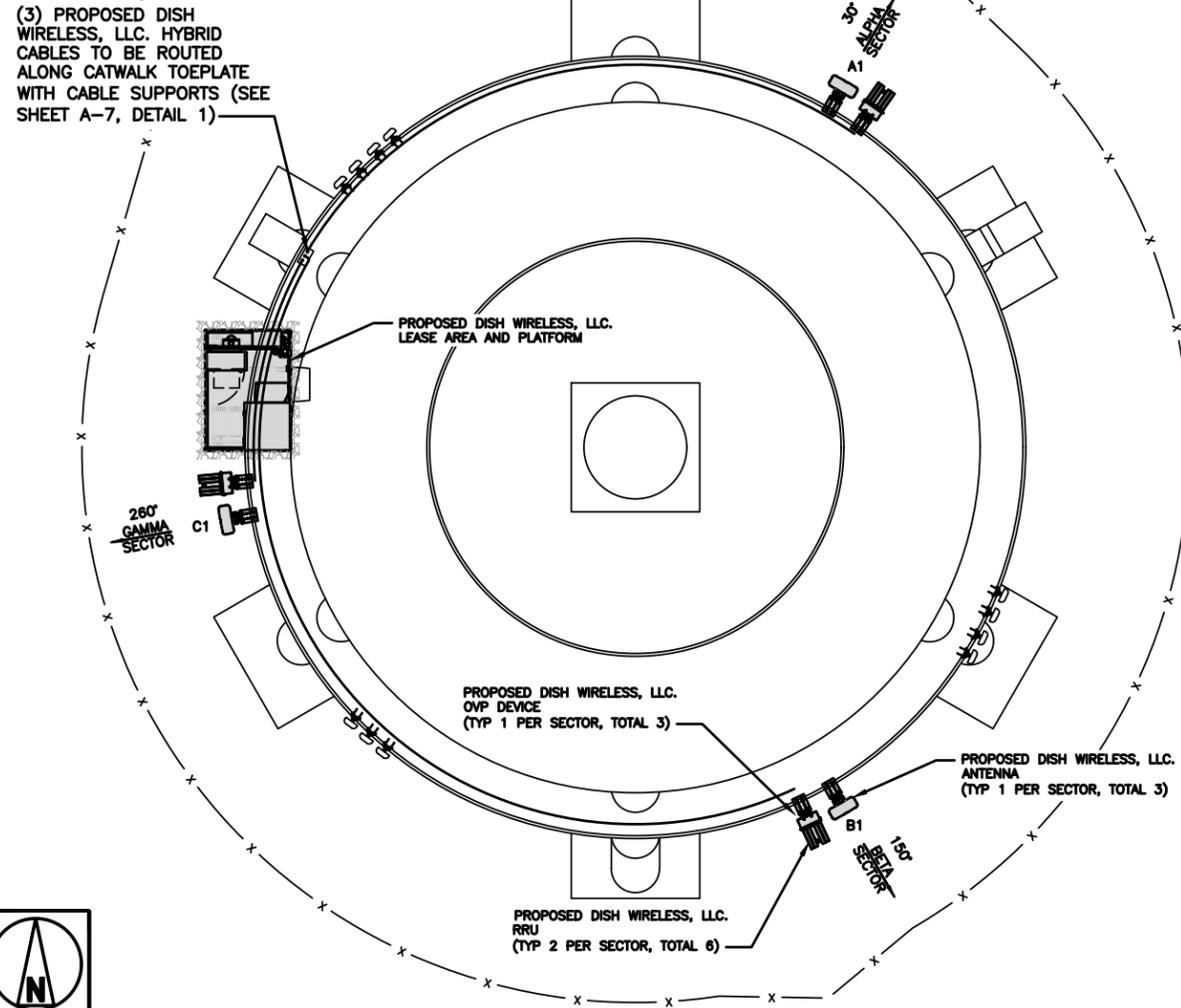
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.



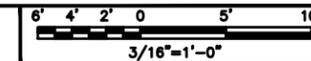
PROPOSED NORTH ELEVATION



1



ANTENNA LAYOUT



2

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A2	PROPOSED	COMMSCOPE FFV-65B-R2	5G	72.0"x19.6"	30°	63'-0"	(1) HIGH-CAPACITY HYBRID CABLE (140'-0" LONG)
BETA	B1	PROPOSED	COMMSCOPE FFV-65B-R2	5G	72.0"x19.6"	150°	63'-0"	(1) HIGH-CAPACITY HYBRID CABLE (180'-0" LONG)
GAMMA	C1	PROPOSED	COMMSCOPE FFV-65B-R2	5G	72.0"x19.6"	260°	63'-0"	(1) HIGH-CAPACITY HYBRID CABLE (100'-0" LONG)

SECTOR	POSITION	RRH		NOTES
		MANUFACTURER - MODEL NUMBER	TECHNOLOGY	
ALPHA	A1	FUJITSU - TA08025-B604	5G	1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS. 2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.
	A1	FUJITSU - TA08025-B605	5G	
BETA	B2	FUJITSU - TA08025-B604	5G	
	B2	FUJITSU - TA08025-B605	5G	
GAMMA	C2	FUJITSU - TA08025-B604	5G	
	C2	FUJITSU - TA08025-B605	5G	

ANTENNA SCHEDULE

NO SCALE

3



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HRL HEE JJS

RFDS REV #: 3

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MNMSP00339B

DISH WIRELESS PROJECT INFORMATION
MNMSP00339B
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ST. ANTHONY, MN 55418

SHEET TITLE
ELEVATION, ANTENNA LAYOUT AND SCHEDULE

SHEET NUMBER

A-3