Site Number: A1P0702 Site Name: Highlands Park BUN: 824532

FIRST AMENDMENT AND MODIFICATION OF OPTION AND LEASE AGREEMENT FOR COMMUNICATIONS FACILITY

THIS FIRST AMENDMENT AND MODIFICATION OF OPTION AND LEASE AGREEMENT ("First Lease Amendment") is entered into as of the _____ day of ______, 20___, between CITY OF EDINA, a Minnesota municipal corporation ("Lessor") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee"), successors in interest to VOICESTREAM MINNEAPOLIS, INC., a Delaware corporation.

RECITALS:

WHEREAS, Lessor entered into an Option and Lease Agreement for Communications Facility (the "Lease") dated October 1, 2002 with VoiceStream Minneapolis, Inc. ("Original Lessee") wherein Lessor leased to Original Lessee a portion of certain real property, together with access and utility easements, located in Hennepin County, Minnesota (the "Leased Area") as described in Exhibit B of the Lease, all located within certain real property owned by Lessor as described in Exhibit A of the Lease ("Property"); and

WHEREAS, Original Lessee assigned and transferred its interest in the Lease to Lessee; and

WHEREAS, Lessee has requested that the Lease be extended for an additional four (4) five (5) year automatic renewal terms; and

WHEREAS, Lessee has approached the Lessor and proposed that it be allowed to lease up to an additional four hundred ninety-seven (497) square feet of real property to modify the Leased Area and install additional communication facilities as depicted on Exhibit "B" attached hereto; and

WHEREAS, Lessor agrees that (i) the Lease may be extended for an additional four (4) five (5) year automatic renewal terms; and (ii) Lessee may modify the Leased Area and install additional communications facilities as depicted in Exhibit "B" attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. <u>Recitals</u>. The recitals set forth above are hereby incorporated in this First Lease Amendment as though they were set forth in the body of this First Lease Amendment. All of the definitions set forth herein shall have the meaning set forth in the Lease, unless the definitions contained in this First Lease Amendment have a different meaning in which event the definitions shall have the meaning set forth herein. All references to the defined term "City" in the Lease are hereby deleted and "Lessor" is inserted in its place. All references to the defined term "VoiceStream" in the Lease are hereby deleted and "Lessee" is inserted in its place. 2. <u>Terms and Conditions of the Lease</u>. All of the terms, covenants and conditions of the Lease shall remain in full force and effect except as the same are specifically amended and/or modified by this First Lease Amendment.

3. <u>Effective Date</u>. This First Lease Amendment shall be effective on the date that Lessor and Lessee have fully executed this First Lease Amendment.

4. <u>Property</u>. Section 3 (Property) of the Lease is hereby amended and modified by deleting Section 3 and replacing it with the following language:

<u>Property</u>. On and after the Commencement Date, Lessor leases to Lessee, and Lessee leases from Lessor, the following described non-exclusive interests in the Property to allow Lessee to install, remove, replace, operate, and maintain the Communications Facility:

- a. Real property consisting of two hundred (200) square feet of space as depicted on Exhibit B to this Lease and space on the north side of the warming house, and immediately adjacent thereto, for the purpose of constructing a matching addition to store communications equipment (the "Leased Area"); and
- b. Real property consisting of up to an additional four hundred ninety-seven (497) square feet for the communication facilities as depicted in Exhibit "B" to the First Lease Amendment ("Additional Leased Area"). The parties agree that all references to the Leased Area shall hereafter include the Additional Leased Area.
- c. A non-exclusive easement for installation, removal, replacement, operation, and maintenance of the Communications Facility, including space necessary for running utility lines and cables for AC power and telecommunications lines to the equipment cabinets.

5. <u>Construction</u>. The sixth sentence of Section 5 (Construction) of the Lease, and only that sentence, is hereby deleted and the following is inserted in its place:

Lessee may, without the Lessor's prior consent, make routine repairs, modifications, replacements, upgrades and alterations to the Communications Facility as Lessee deems appropriate. Lessee shall obtain the Lessor's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed before making material upgrades, modifications, alterations or additions to the Communications Facility, which shall include without limitation, installation of additional antenna beyond those approved in Lessee's initial plans and specifications for the Communications Facility, any increase in height or size of the Tower, any change in the exterior appearance of the Addition, and any additional installations or

improvements on or to the Leased Area required as a result of Lessee's activities on the Leased Area.

6. <u>Term and Renewal</u>. Section 7 (Term and Renewal) of the Lease shall be amended and modified by deleting Section 7 and replacing it with the following language:

<u>Term and Renewal</u>. The term of this Lease begins on its Commencement Date and terminates on December 31, 2007 (the "Expiration Date"). Provided that Lessee is not in default hereunder, Lessee may extend the term of this Lease for eight (8) additional five (5) year terms (each being referred to as an "Extension Period", or collectively as "Extension Periods"). Lessee shall have elected to extend the term for each successive Extension Period unless it gives Lessor written notice of its intention not to extend at least ninety (90) days prior to the Expiration Date of this Lease or prior to the expiration of each subsequent Extension Period. Notwithstanding the increase in annual rent, and unless otherwise specified in this Lease, and any amendment of this Lease, all terms of this Lease shall remain in effect during the Extension Periods.

7. <u>Rent</u>. Section 8 (Rent) of the Lease shall be amended and modified by deleting Section 8 and replacing it with the following language:

Rent. Lessee must pay Lessor rent annually in advance, the first installment which is due upon delivery of the Exercise Notice. Future installments shall be due on January 1 of each year during the term of this Lease and of each year during any Extension Period. It is the intent of the parties hereto that this Lease is a net lease, and that Lessee shall pay for any utility services to the Leased Area and any taxes assessed thereto, in addition to annual rent, and in accordance with Section 15 hereof. If the Commencement Date is a date other than the first day of a calendar year, the rent for the first year will be prorated for such initial partial year. The annual rent for the first term shall be Ten Thousand Eight Hundred and 00/100 Dollars (\$10,800.00) if the Commencement Date is on or before March 31, 2003; if the Commencement Date is on or after April 1, 2003, the annual rent for the first term shall be Eleven Thousand Two Hundred Thirty-Two and 00/100 Dollars (\$11,232.00). On the first day of the second full month following full execution of this First Lease Amendment, annual rent shall increase to Thirty Thousand Two Hundred Eight and 92/100 Dollars (\$30,208.92), which will be prorated for any initial partial year, and increase thereafter as provided in Section 9 of this Lease. Any rental payment paid after January 5 of any year of the term or any Option Period shall bear interest at a rate of ten percent (10%) from the date due until the date paid in full.

8. <u>Assignment</u>. Section 19 (Assignment) of the Lease is hereby amended by deleting the first sentence, and only that sentence, and inserting the following in its place:

Lessee shall not assign the rights granted to Lessee under this Lease or any interest herein or enter into any sublease with respect to the Communications Facility or use of the Leased Area without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed and such approval will be deemed approved if Lessor does not respond within thirty (30) days of notification;

provided, however that Lessee may sublease or assign this Lease to an Affiliate (as defined below) of Lessee without Lessor's prior consent.

9. <u>Verizon Collocation</u>. Pursuant to Sections 5 (Construction) and 19 (Assignment) of the Lease, Lessor hereby consents to the collocation of Verizon Wireless at the Leased Area, as more fully described in the drawings attached hereto as Exhibit "B". Exhibit B to the Agreement is hereby amended by inserting Exhibit "B" attached hereto after the final page of the existing Exhibit B.

10. <u>Notices</u>. Section 20 (Notices) of the Lease shall be amended and modified by deleting Section 20 and replacing it with the following language:

<u>Notices</u>. All notices relating to this Lease shall be mailed to Lessor or Lessee at their respective addresses shown below or at any later address last known. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service.

If to Lessee:

T-Mobile USA Tower LLC 12920 S.E. 38th Street Bellevue, Washington 98006 Attention: Leasing Administration

With a copy to:

T-Mobile USA Tower LLC c/o CCTMO LLC Attn: Legal – Real Estate Department 2000 Corporate Drive Canonsburg, PA 15317

If to Lessor:

City of Edina 4801 West 50th Street Edina, Minnesota 55424 Attn: City Manager

11. <u>Conditions Precedent to Amendment</u>. It is a condition precedent of Lessor in its regulatory capacity issuing a building permit to Lessee for the work to be performed by Lessee to install additional communications facilities as depicted in Exhibit "B" of this First Lease Amendment that Lessor's building and electrical inspectors review and approve the Plans and Specifications and coordinate all work with the City's Parks Department. In addition, Lessee shall inform the other tenants on the Tower of the proposed work and the proposed construction

schedule and contact information in case of a construction incident that impacts said tenant's equipment.

12. <u>Conditional Signing Bonus</u>. Lessee will pay Lessor a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this First Lease Amendment (and any applicable memorandum of amendment) ("Conditional Signing Bonus"). Lessee will pay to Lessor the Conditional Signing Bonus within sixty (60) days of the full execution of this First Lease Amendment. In the event that this First Lease Amendment (and any applicable memorandum of amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

13. <u>Lessor's Costs and Expenses</u>. Lessee agrees to reimburse Lessor for Lessor's reasonable and actual costs and expenses incurred for Lessor's Engineer, structural review and Lessor's attorneys' fees related to the drafting and/or negotiating of this First Lease Amendment, which reimbursement shall not exceed Seven Thousand and 00/100 Dollars (\$7,000.00) ("Reimbursement"). Lessee shall pay the Reimbursement directly to Lessor within sixty (60) days of Lessee's receipt of reasonable documentation evidencing such costs and expenses.

14. <u>Ratification</u>.

a) Lessor and Lessee agree that Lessee is the current lessee under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between Lessor and Lessee with respect to the Leased Area.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Lease Amendment are approved and ratified and that no breaches or defaults exist as of the date of this First Lease Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this First Lease Amendment and to perform all of its obligations under the Lease as amended.

d) Lessor acknowledges that the Leased Area, as defined, shall include any portion of the Property on which communications facilities or other Lessee improvements exist on the date of this First Lease Amendment.

15. <u>Complete Amendment</u>. This First Lease Amendment supersedes all prior discussions and negotiations and contains all agreements and understandings between Lessee and Lessor. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Lease Amendment and the Lease, the terms of this First Lease Amendment shall control. The terms, covenants and provisions of this First Lease Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

16. <u>Counterparts</u>. This First Lease Amendment may be signed in counterparts by the parties hereto, each of which counterparts shall be considered an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this First Lease Amendment the day and year first above written.

Dated: _____, 20___.

LESSEE: **T-MOBILE USA TOWER LLC, a Delaware limited liability company**

BY: CCTMO LLC, a Delaware limited liability company Its: Attorney In Fact

By:	 	
Name:		
Title:		

Dated: _____, 20__.

LESSOR: CITY OF EDINA, a Minnesota municipal corporation

By: ____

James Hovland, Mayor

ATTEST:

Scott Neal, City Manager

Drafted by: **CAMPBELL KNUTSON** *Professional Association* Grand Oak Office Center I 860 Blue Gentian Road, Suite 290 Eagan, Minnesota 55121 Telephone: (651) 452-5000 [JJM]

Site Name: Highlands Park BUN: 824532

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Real property in Hennepin County, Minnesota, described as follows:

That part of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 29, Township 117, Range 21, described as follows:

Beginning at the Southeast Corner of said East ½ of the Northwest ¼ of the Southeast ¼, then North 764.22 feet along the East line thereof, then West parallel with the North line thereof, to the West line thereof, then South to the Southwest corner thereof, then east to the point of beginning.

Property tax parcel number 29-117-21-42-0001

Property type: Abstract

EXHIBIT "B" (Leased Area and Verizon Collocation)

LEASE AREA "A" (CREATED BY THIS OFFICE):

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 117 NORTH, RANGE 21 WEST, HENNEPIN COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST OUARTER CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 03 MINUTES 06 SECONDS WEST, ASSUMED BEARING ALONG THE NORTH LINE OF SAID OF THE SOUTHEAST OUARTER, A DISTANCE OF 1307.99 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST OUARTER OF THE SOUTHEAST OUARTER: THENCE SOUTH 00 DEGREES 32 MINUTES 29 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1331.88 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST OUARTER OF THE SOUTHEAST OUARTER: THENCE NORTH 89 DEGREES 24 MINUTES 45 SECONDS WEST. ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 419.55 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 15 SECONDS EAST, 86.70 FEET TO THE POINT OF BEGINNING OF THE LEASE AREA TO BE DESCRIBED; THENCE NORTH 20 DEGREES 05 MINUTES 08 SECONDS WEST, 12.50 FEET; THENCE NORTH 69 DEGREES 54 MINUTES 52 SECONDS EAST, 16.00 FEET; THENCE SOUTH 20 DEGREES 05 MINUTES 08 SECONDS EAST, 12.50 FEET; THENCE SOUTH 69 DEGREES 54 MINUTES 52 SECONDS WEST, 16.00 FEET TO THE POINT OF BEGINNING AND TERMINATING THEREAT.

CONTAINING 200 SQUARE FEET (0.005 ACRES) MORE OR LESS.

LEASE AREA "B" (CREATED BY THIS OFFICE):

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 117 NORTH, RANGE 21 WEST, HENNEPIN COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 03 MINUTES 06 SECONDS WEST, ASSUMED BEARING ALONG THE NORTH LINE OF SAID OF THE SOUTHEAST QUARTER, A DISTANCE OF 1307.99 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 32 MINUTES 29 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1331.88 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 24 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 260.26 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 15 SECONDS EAST, 141.91 FEET TO THE POINT OF BEGINNING OF THE LEASE AREA TO BE DESCRIBED; THENCE NORTH 45 DEGREES 10 MINUTES 55 SECONDS WEST, 27.61 FEET; THENCE NORTH 44 DEGREES 49 MINUTES 05 SECONDS EAST, 18.00 FEET; THENCE SOUTH 45 DEGREES 10 MINUTES 55 SECONDS EAST, 27.61 FEET; THENCE SOUTH 44 DEGREES 49 MINUTES 05 SECONDS WEST, 18.00 FEET TO THE POINT OF BEGINNING AND TERMINATING THEREAT.

CONTAINING 497 SQUARE FEET (0.011 ACRES) MORE OR LESS.

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (CREATED BY THIS OFFICE):

A NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES, OVER UNDER AND ACROSS THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 117 NORTH, RANGE 21 WEST, HENNEPIN COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SOUTHEAST OUARTER; THENCE NORTH 89 DEGREES 03 MINUTES 06 SECONDS WEST, ASSUMED BEARING ALONG THE NORTH LINE OF SAID OF THE SOUTHEAST QUARTER, A DISTANCE OF 1307.99 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST **QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 32 MINUTES** 29 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1331.88 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 24 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 260.26 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 15 SECONDS EAST, 141.91 FEET TO THE POINT OF BEGINNING OF THE EASEMENT AREA TO BE DESCRIBED; THENCE SOUTH 46 DEGREES 08 MINUTES 48 SECONDS WEST, 62.49 FEET; THENCE SOUTH 19 DEGREES 12 MINUTES 59 SECONDS WEST, 30.58 FEET; THENCE SOUTH 54 DEGREES 28 MINUTES 25 SECONDS WEST, 48.31 FEET; THENCE SOUTH 10 DEGREES 17 MINUTES 54 SECONDS WEST, 41.29 FEET TO THE NORTH RIGHT OF WAY LINE OF DONCASTER WAY; THENCE NORTH 89 DEGREES 24 MINUTES 45 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 20.29 FEET; THENCE NORTH 10 DEGREES 17 MINUTES 54 SECONDS EAST, 17.27 FEET; THENCE NORTH 46 DEGREES 41 MINUTES 11 SECONDS WEST, 48.18 FEET; THENCE NORTH 20 DEGREES 08 MINUTES 11 SECONDS WEST, 20.63 FEET; THENCE NORTH 04 DEGREES 21 MINUTES 12 SECONDS EAST, 17.73 FEET; THENCE NORTH 69 DEGREES 54 MINUTES 52 SECONDS EAST, 16.00 FEET; THENCE SOUTH 04 DEGREES 21 MINUTES 12 SECONDS WEST, 21.01 FEET; THENCE SOUTH 20 DEGREES 08 MINUTES 11 SECONDS EAST, 14.18 FEET; THENCE SOUTH 46 DEGREES 41 MINUTES 11 SECONDS EAST, 22.36 FEET; THENCE NORTH 54 DEGREES 28 MINUTES 25 SECONDS EAST, 65.54 FEET; THENCE NORTH 19 DEGREES 12 MINUTES 59 SECONDS EAST, 29.01 FEET; THENCE NORTH 46 DEGREES 08 MINUTES 48 SECONDS EAST, 66.82 FEET THENCE SOUTH 45 DEGREES 10 MINUTES 55 SECONDS EAST, 20.01 FEET TO THE POINT OF BEGINNING AND TERMINATING THEREAT.

CONTAINING 5,059 SQUARE FEET (0.12 ACRES) MORE OR LESS.

NON-EXCLUSIVE UTILITY EASEMENT (CREATED BY THIS OFFICE):

A 5.00 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES, OVER UNDER AND ACROSS THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP

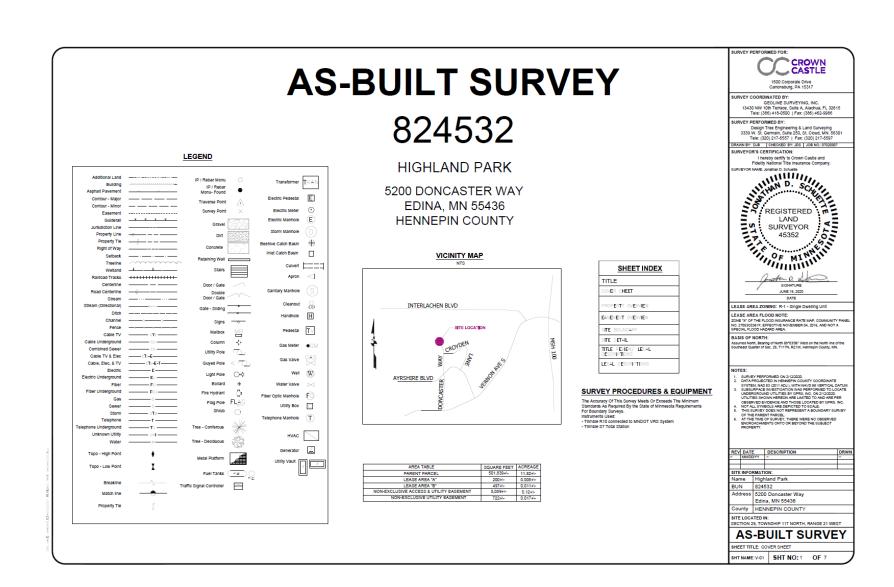
117 NORTH, RANGE 21 WEST, HENNEPIN COUNTY, MINNESOTA, BEING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 03 MINUTES 06 SECONDS WEST, ASSUMED BEARING ALONG THE NORTH LINE OF SAID OF THE SOUTHEAST QUARTER, A DISTANCE OF 1307.99 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 32 MINUTES 29 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1331.88 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 24 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 260.26 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 15 SECONDS EAST, 141.91 FEET; THENCE NORTH 45 DEGREES 10 MINUTES 55 SECONDS WEST, 22.51 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE SOUTH 46 DEGREES 08 MINUTES 48 SECONDS WEST, 17.31 FEET; THENCE SOUTH 68 DEGREES 25 MINUTES 16 SECONDS WEST, 127.18 FEET AND TERMINATING THEREAT.

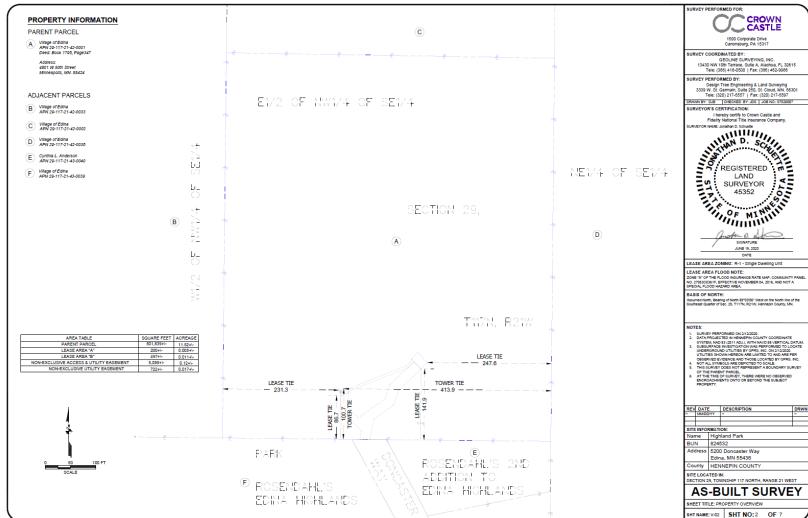
NOTE: THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OF SHORTENED TO TERMINATING ON A LINE BEARING NORTH 45 DEGREES 10 MINUTES 55 SECONDS WEST AND SOUTH 45 DEGREES 10 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING AND NORTH 20 DEGREES 05 MINUTES 08 SECONDS WEST AND SOUTH 20 MINUTES 05 MINUTES 08 SECONDS EAST FROM THE POINT OF TERMINATION.

CONTAINING 722 SQUARE FEET (0.017 ACRES) MORE OR LESS.

[SURVEY FOLLOWS]

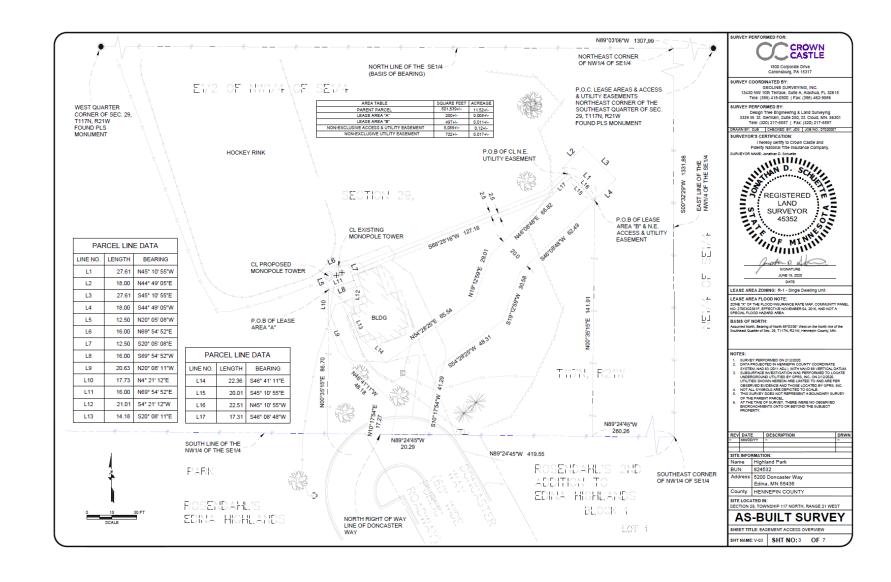


11

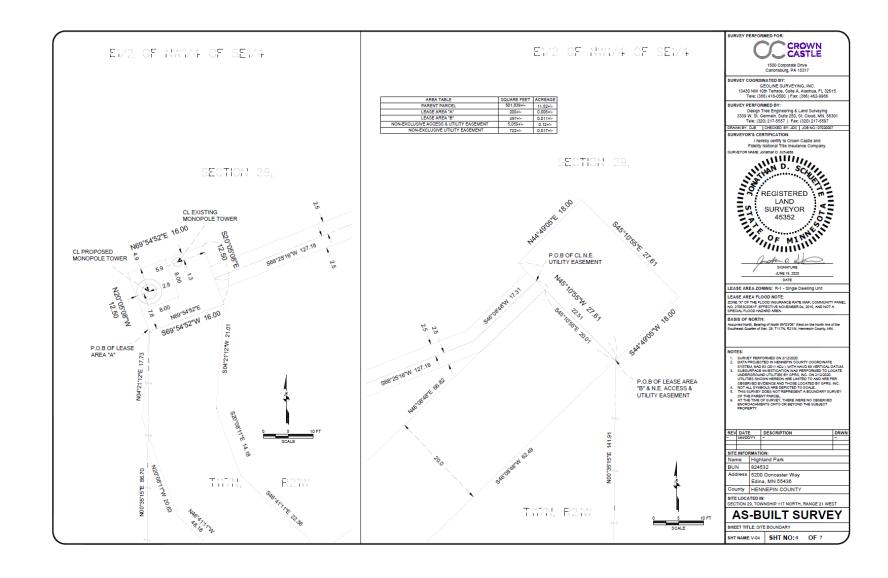


BLOOK 1

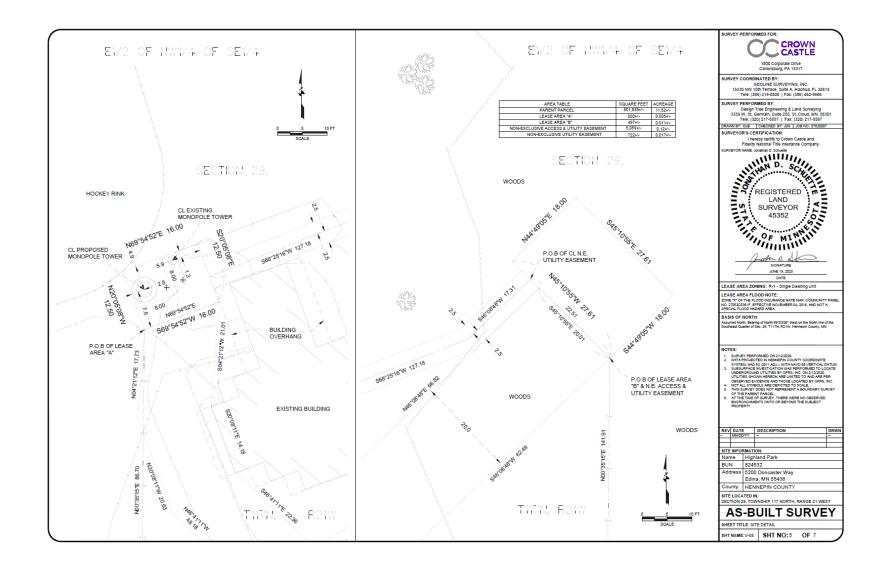












		SURVEY PERFORMED FOR:
COMMITMENT FOR TITLE REVIEW		
		1500 Corporate Drive Canonsburg, PA 15317
	PARENT PARCEL (AS PROVIDED BY CLIENT):	SURVEY COORDINATED BY: GEOLINE SURVEYING, INC. 13430 NW 10th Terrace, Sulte A, Alachua, FL 32615 Tele: (386) 418-0300 Fax: (386) 462-9986
	SITUATED IN THE VILLAGE OF EDINA, COUNTY OF HENNEPIN AND STATE OF MINNESOTA:	SURVEY PERFORMED BY: Design Tree Engineering & Land Surveying 3339 W. St. Germain, Sulte 250, St. Cloud, MN. 56301 Total (200) 017 5651 L 5697 (200) 017 5677
	THAT PART OF THE EAST HALP OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (E12 WW14 SE14) OF SECTION TWENTY-ANINE (29), TOWNSHIP ONE HUNDRED SEVENTEEN (117), RANGE TWENTY-ONE (21), DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE AST HALP OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (E 12 NW 14 SE 14) OF SAID SECTION TWENTY-NINE (29), THENCE EAST ALONG THE SOUTH LINE OF SAID EAST HALP OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (E 12 NW 14 SE 14) OF SAID SECTION TO THE SAST HALP OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (E 12 NW 14 SE 14) OF SAID SECTION TO THE SOUTHEAST CORNER OF SAID TRACT, THENCE NORTH ALONG THE EAST LINE OF SAID EAST HALP OF THE NORTHWEST QUARTER (5T THE SOUTHEAST QUARTER (E12 NW 14 SE 14) A DISTANCE OF SEVEN HUNDRED SIXTY-FOUR AND 22100 (764 22) FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER (F17 NW 14 SE 14) A DISTANCE OF THE SOUTHEAST QUARTER (E12 NW 14 SE 14) A DISTANCE OF SEVEN HUNDRED SIXTY-FOUR AND 22100 (764 22) FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (E12 NW14 SE14) TO THE WEST LINE THEREOF, THENCE ESOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING. TAX ID NO: 29-117-21-42-0001 DERIVATION CLAUSE BEING THE SAME PROPERTY CONVEYED TO VILLAGE OF EDINA, GRANTEE, FROM LESTER R. BLACKBURN AND MAUDE PATTI BLACKBURN, HUSBAND AD WIFE RECORDED 32/4149, AS	Tel: (20) 217-657 Fax (20) 217-657 FRANKIET, Call (FACOR DF. 40) (20 AN CENSOR SUMPTOR'S CERTIFICATION: Intervery onthy to Crown Caste and Pashy Matoral The Insurance Company, UNITY ON MALE AND A Company, UNITY ON MALE AND A COMPANY REGISTERED LAND SURVEYOR 45352 05 MIL SURVEYOR 45352 05 MIL SURVEYOR 45352 05 MIL 1000 Delta SURVEYOR 45352 05 MIL 1000 DELTA SURVEYOR 1000 DELTA SURVEYOR 1000 DELTA 1000 DELTA 10
	BOOK-PAGE/INSTRUMENT NO: 1796-347 OF COUNTY RECORDS.	NO. 20330261F, EFFECTIVE NOVEMBER 04, 2016, AND NOT A SPECIAL FLOOD NAZARD AREA. BASIS OF NORTH: Assumed North, Bearing of North 89*0305" West on the North line of the Southeast Quarter of Sec. 29, "117%, R21W, Hennepin County, MX.
		NOTES: 1. BURNEY FERFORMED ON 21/2020. 2. SURTEX AND ISL 2015 AND AND ADDRESS AND ADDRES
		REV DATE DESCRIPTION DRWN MARGOY - - - SITE INFORMATION: - - - Name Highland Park - - BUN 824632 - - Address 5200 Doncaster Way - - Gounty HENDEPIN COUNTY - - SECTION 39, TOWNHIP 117 NORTH, RANGE 21 WEST - - AS-BUILT SURVEY - - -
l		SHEET TITLE: LEGAL DESCRIPTIONS SHT NAME:V-06 SHT NO:6 OF 7

[VERIZON'S COLLOCATION FOLLOWS]

LEASE AREA "A" (CREATED BY THIS OFFICE):

That part of the East Half of the Northwest Quarter of the Southeast Quarter of Section 29, Township 117 North, Range 21 West, Hennepin County, Minnesota, described as follows:

Commencing at the Northeast Quarter corner of said Southeast Quarter: thence North 89 degrees 03 minutes 06 seconds West, assumed bearing along the North line of said of the Southeast Quarter, a distance of 1307.99 feet to the northeast corner of said Northwest Quarter of the Southeast Quarter: thence South 00 degrees 32 minutes 29 seconds West, along the east line of said Northwest Quarter of the Southeast Quarter, a distance of 1331.88 feet to the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence North 89 degrees 24 minutes 45 Seconds West, along the south line of the Northwest Quarter of the Southeast Quarter, a distance of 419.55 feet; thence North 00 degrees 35 minutes 15 seconds East, 86.70 feet to the point of beginning of the lease area to be described; thence North 20 degrees 05 minutes 08 seconds West, 12.50 feet: thence North 69 degrees 54 minutes 52 seconds East. 16.00 feet; thence South 20 degrees 05 minutes 08 seconds East, 12.50 feet; thence South 69 degrees 54 minutes 52 seconds West, 16.00 feet to the point of beginning and terminating thereat

Containing 200 square feet (0.005 acres) more or less.

LEASE AREA "B" (CREATED BY THIS OFFICE):

That part of the East Half of the Northwest Quarter of the Southeast Quarter of Section 29, Township 117 North, Range 21 West, Hennepin County, Minnesota, described as follows:

Commencing at the Northeast Quarter corner of said Southeast Quarter; thence North 89 degrees 03 minutes 06 seconds West, assumed bearing along the North line of said of the Southeast Quarter, a distance of 1307.99 feet to the northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 32 minutes 29 seconds West, along the east line of said Northwest Quarter of the Southeast Quarter, a distance of 1331.88 feet to the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence North 89 degrees 24 minutes 45 Seconds West, along the south line of the Northwest Quarter of the Southeast Quarter, a distance of 260.26 feet; thence North 00 degrees 35 minutes 15 seconds East, 141.91 feet to the point of beginning of the lease area to be described; thence North 45 degrees 10 minutes 55 seconds West, 27 61 feet: thence North 44 degrees 49 minutes 05 seconds East, 18.00 feet; thence South 45 degrees 10 minutes 55 seconds East, 27.61 feet; thence South 44 degrees 49 minutes 05 seconds West, 18.00 feet to the point of beginning and terminating thereat.

Containing 497 square feet (0.011 acres) more or less.

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (CREATED BY THIS OFFICE):

A non-exclusive easement for access and utility purposes, over under and across that part of the East Half of the Northwest Quarter of the Southeast Quarter of Section 29, Township 117 North, Range 21 West, Hennepin County, Minnesota, described as follows:

Commencing at the Northeast Quarter corner of said Southeast Quarter: thence North 89 degrees 03 minutes 06 seconds West, assumed bearing along the North line of said of the Southeast Quarter, a distance of 1307.99 feet to the northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 32 minutes 29 seconds West, along the east line of said Northwest Quarter of the Southeast Quarter, a distance of 1331.88 feet to the Southeast corner of said Northwest Quarter of the Southeast Quarter: thence North 89 degrees 24 minutes 45 Seconds West, along the south line of the Northwest Quarter of the Southeast Quarter, a distance of 260.26 feet; thence North 00 degrees 35 minutes 15 seconds East, 141.91 feet to the point of beginning of the easement area to be described; thence South 46 degrees 08 minutes 48 seconds West, 62,49 feet; thence South 19 degrees 12 minutes 59 seconds West, 30 58 feet: thence South 54 degrees 28 minutes 25 seconds West, 48.31 feet: thence South 10 degrees 17 minutes 54 seconds West, 41.29 feet to the north right of way line of Doncaster Way; thence North 89 degrees 24 minutes 45 seconds West, along said north right of way line, 20.29 feet; thence North 10 degrees 17 minutes 54 seconds East, 17.27 feet; thence North 46 degrees 41 minutes 11 seconds West, 48.18 feet; thence North 20 degrees 08 minutes 11 seconds West, 20.63 feet: thence North 04 degrees 21 minutes 12 seconds East, 17.73 feet; thence North 69 degrees 54 minutes 52 seconds East, 16.00 feet; thence South 04 degrees 21 minutes 12 seconds West, 21.01 feet; thence South 20 degrees 08 minutes 11 seconds East, 14.18 feet; thence South 46 degrees 41 minutes 11 seconds East, 22.36 feet; thence North 54 degrees 28 minutes 25 seconds East, 65.54 feet; thence North 19 degrees 12 minutes 59 seconds East. 29.01 feet: thence North 46 degrees 08 minutes 48 seconds East, 66.82 feet thence South 45 degrees 10 minutes 55 seconds East, 20.01 feet to the point of beginning and terminating thereat.

Containing 5,059 square feet (0.12 acres) more or less.

NON-EXCLUSIVE UTILITY EASEMENT (CREATED BY THIS OFFICE):

A 5.00 foot wide non-exclusive easement for access and utility purposes, over under and across that part of the East Half of the Northwest Quarter of the Southeast Quarter of Section 29, Township 117 North, Range 21 West, Hennepin County, Minnesota, being 2.50 feet on either side of the following described centerline:

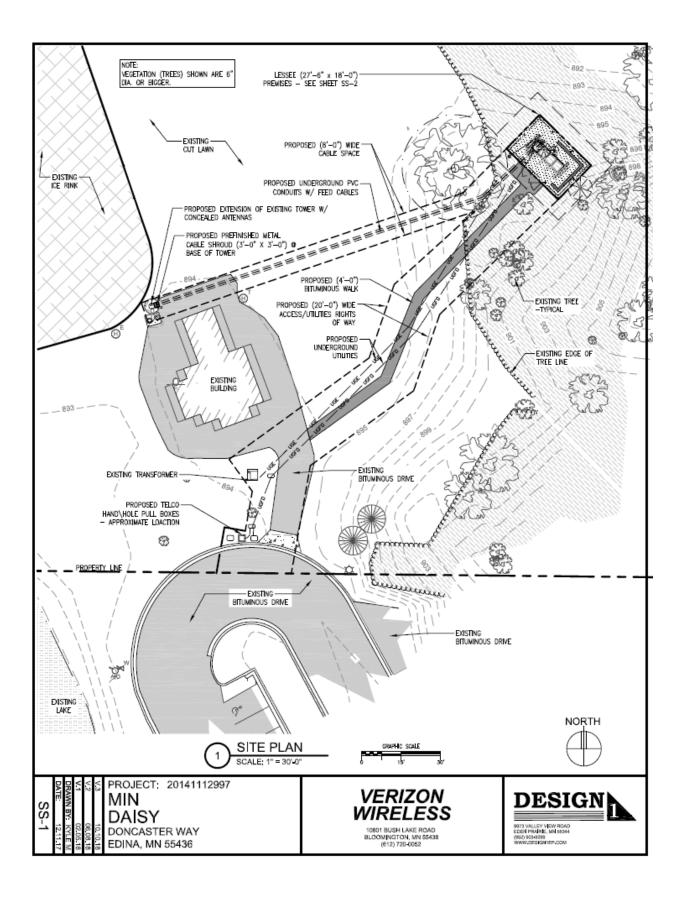
Commencing at the Northeast Quarter corner of said Southeast Quarter; thence North 89 degrees 03 minutes 06 seconds West, assumed bearing along the North line of said of the Southeast Quarter, a distance of 1307.99 feet to the northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 32 minutes 29 seconds West, along the east line of said Northwest Quarter of the Southeast Quarter, a distance of 1331.88 feet to the Southeast corner of said Northwest Quarter of the Southeast Quarter, thence North 85 degrees 24 minutes 45 Seconds West, along the south line of the Northwest Quarter of the Southeast Quarter, altistance of 20.25 feet; thence North 45 degrees 33 minutes 15 seconds East, 141.91 feet; thence North 45 degrees 10 minutes 55 seconds West, 22.51 feet to the point of beginning of the centerline to be described; thence South 64 degrees 06 minutes 48 seconds West, 17.31 feet; thence South 64 degrees 25 minutes 48 seconds West, 17.31 feet; thence 30th 64 degrees 25 minutes 16 econds West, 17.31 feet; thence 30th 63 degrees 25 minutes 16 seconds West, 17.31 feet; thence 30th 64 degrees 25 minutes 16 seconds West, 17.31 feet; thence 30th 63 degrees 25 minutes 16 seconds West, 17.31 feet; thence 30th 63 degrees 25 minutes 16 seconds West, 17.31 feet; thence 30th 63 degrees 25 minutes 16 seconds West, 17.31 feet; thence 30th 63 degrees 25 minutes 16 seconds West, 17.31 feet; thence 30th 63 degrees 25 minutes 16 seconds West, 17.31 feet; thence 30th 63 degrees 25 minutes 16 seconds West, 17.31 feet; thence 30th 63 degrees 25 minutes 16 seconds West, 17.31 feet; thence 30th 63 degrees 25 minutes 16 seconds West, 17.31 feet; thence 30th 64 degrees 10 minutes 16 seconds West, 17.31 feet; thence 30th 64 degrees 35 minutes 16 seconds West, 17.31 feet; thence 30th 64 degrees 35 minutes 16 seconds West, 17.31 feet; thence 30th 64 degrees 35 minutes 16 seconds West, 17.31 feet; thence 30th 64 degrees 35 minutes 16 seconds West, 17.31 feet; thence 30th 64 degrees 35 minutes 16 seconds West

Note: The sidelines of said easement are to be lengthened of shortened to terminating on a line bearing North 45 degrees 10 minutes 55 seconds West and South 45 degrees 10 minutes 55 seconds East from the point of beginning and North 20 degrees 05 minutes 08 seconds West and South 20 minutes 05 minutes 08 seconds East from the point of termination

Containing 722 square feet (0.017 acres) more or less.

CROWN CASTLE 1500 Corporate Drive Canonsburg, PA 15317 SURVEY COORDINATED BY: GEOLINE SURVEYING, INC. 13430 NW 10th Terrace, Suite A, Alachua, FL 32615 Tele: (386) 418-0500 | Fax: (386) 462-9986 JRVEY PERFORMED BY: Design Tree Engineering & Land Surveying 3339 W. St. Germain, Suite 250, St. Cloud, MN, 56301 Tele: (320) 217-5557 | Fax: (320) 217-5597 AWN BY: DJB CHECKED BY: JDS JOB NO: 0702000 RVEYOR'S CERTIFICATION I hereby certify to Crown Castle and Fidelity National Title Insurance Company. REGISTERED LAND SURVEYOR 45352 NAME: Jonathan D. Another O. A. DATE EASE AREA ZONING: R-1 - Single Dwelling Unit EASE AREA FLOOD NOTE: WE TAT OF THE R OOD INSI ANCE RATE MAP. COMMUNITY PANE 0. 27053C0361F, EFFECTIVE NOVEMBER 04, 2016, AND NOT A PECIAL FLOOD HAZARD AREA. ASIS OF NORTH sumed North, Bearing of North 89°03'05" West on the North line of the dheast Quarter of Sec. 29, T117N, R21W, Hennepin County, MN. OTES OF THE PARENT PARCEL. AT THE TIME OF SURVEY, THERE WERE NO OBSERVED ENCROACHMENTS ONTO OR BEYOND THE SUBJECT EV DATE DESCRIPTION DRWN ITE INFORMATION lame Highland Park BUN 824532 Address 5200 Doncaster Way Edina, MN 55436 County HENNEPIN COUNTY ITE LOCATED IN: ECTION 29, TOWNSHIP 117 NORTH, RANGE 21 WEST AS-BUILT SURVEY HEET TITLE: LEGAL DESCRIPTIONS SHT NAME: V-07 SHT NO:7 OF 7

URVEY PERFORMED FOR



Site Name: Highlands Park BUN: 824532

