

## PURCHASE AND SALE OF TELECOM EASEMENT AND ASSIGNMENT AGREEMENT

THIS PURCHASE AND SALE OF TELECOM EASEMENT AND ASSIGNMENT AGREEMENT ("**Agreement**") dated \_\_\_\_\_, 2018 (the "**Effective Date**") is by and between **CITY OF ROGERS**, a Minnesota municipal corporation ("**Grantor**") and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("**Grantee**");

**1. PURCHASE AND SALE OF EASEMENT AND ASSIGNMENT OF TELECOM AGREEMENTS.** Grantor owns that certain real property located at George Webber Drive, Rogers, MN 55374 and more particularly described in the legal description attached hereto as **Exhibit A** (the "**Property**"). Grantor hereby grants and conveys to Grantee an exclusive easement for the Term (as defined below) of this Agreement, in, to, under and over portion or portions of the Property as more fully described in **Exhibit B** attached hereto (the "**Telecom Easement**") for the telecommunications-related activities set forth in the Existing Telecom Agreement(s). Grantor hereby sells, transfers and assigns to Grantee all of Grantor's right, title and interest in and to that certain lease(s) or license(s) copies of which are attached hereto as **Exhibit C** (the "**Existing Telecom Agreement(s)**"); provided however, Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Existing Telecom Agreement(s).

**2. PAYMENT OF PURCHASE PRICE.** On or about the Effective Date, Grantee shall pay to Grantor, a purchase price in an amount equal to **\$437,000.00** ("**Purchase Price**") in accordance with the terms set forth in this section 2. Commencing on the day of closing of this transaction, Grantee shall pay to Grantor an initial lump-sum payment in an amount equal to **\$109,250.00** ("**Initial Payment**"), thereafter, the remaining balance of the Purchase Price shall be paid in installments ("**Installment Payments**") according to the payment schedule as set forth in Schedule 1 attached hereto and made a part hereof (the "**Payment Schedule**"). Grantee may, at its option, at any time during the Term of this Agreement elect to prepay the outstanding balance of the Purchase Price in full, provided that Grantee delivers written notice thereof to Grantor not less than 30 calendar days prior thereto, specifying the desired prepayment date. In the event of a breach by Grantee of its obligations set forth in this Section 2, Grantor shall provide Grantee with written notice of default. Thereafter, Grantee shall have twenty (20) days from the date of the notice of default to cure such default. If Grantee fails to cure such default within the 20-day cure period, Grantor may, at its sole discretion, declare the entire balance of the Purchase Price then due and owing to be immediately due and payable.

**3. TERM.** Commencing on the Effective Date, the term of this Agreement and the Telecom Easement shall be thirty-five (35) years. Grantor may not terminate this Agreement unless Grantee is in default beyond any applicable cure period. In the event that Grantee voluntarily ceases to use the Telecom Easement for a continuous period of five (5) consecutive years the Telecom Easement shall be deemed abandoned and automatically terminate.

**4. SECURITY INTEREST.** Until final payment by Grantee pursuant to Schedule 1 (Payment Schedule) Grantor shall retain a collateral security interest in the Existing Telecom Agreement in accordance with the terms this Section 4. In the Event of Default by Grantee in which Grantor elects to terminate this Agreement and the Telecom Easement attached hereto as Exhibit D, Grantee agrees to transfer said Existing Telecom Agreement back to Grantor. Should Grantee fail or refuse to transfer the Existing Telecom Agreement back to Grantor, Grantor may bring legal action in the appropriate district court seeking possession of the Existing Telecom Agreement.

**5. REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that: (a) the execution, delivery and performance by Grantor of this Agreement does not and will not violate any agreement to which Grantor is a party including mortgages and deeds of trust, or violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject; (b) Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Telecom Easement (or any portion thereof) or in and to the Existing Telecom Agreement(s); (c) Grantor has not breached or defaulted on any of Grantor's obligations under the Existing Telecom Agreement(s), and Telecom Tenant(s) has not breached or defaulted any of Telecom Tenant(s)' obligations under the Existing Telecom Agreement(s); (d) at no time prior to the date hereof has Grantor delivered or received notice of a breach or default by either Grantor or Telecom Tenant(s) under the Existing Telecom Agreement(s) or notice of any fact, condition or circumstance which would constitute a breach or default by either Grantor or Telecom Tenant(s) under the Existing Telecom Agreement(s); (e) neither Telecom Tenant(s), nor its agents or contractors has notified Grantor of any intention or desire to terminate the Existing Telecom Agreement(s) or surrender or abandon the leased premises; and (f) Grantor will forward any rent payments received from Telecom Tenant(s) (excluding the rental amounts withheld from the disbursement and reflected on the Settlement Statement at Closing), to Grantee within 5 business days of receipt thereof. All representations and covenants by Grantor contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of closing, shall be deemed to be material, and shall survive the execution, commencement and delivery of this Agreement, the Easement Agreement (attached hereto as **Exhibit D**), and recordation thereof.

6. **LANDLORD ESTOPPEL.** The Grantor certifies that: (a) the Existing Telecom Agreement(s) are presently in full force and effect and unmodified, and Grantee has been provided with a full and complete copy thereof; (b) any improvements to be made by the Telecom Tenants have been completed to the satisfaction of the undersigned and any and all other special conditions to be performed by the Telecom Tenants pursuant to the Existing Telecom Agreement(s) have been performed and satisfied; (c) the Telecom Tenants' obligations to pay rent have commenced in full and the Telecom Tenants are currently paying the schedule rent set forth in the Existing Telecom Agreement(s); (d) except as set forth in the Existing Telecom Agreement(s), no rents have been paid more than thirty (30) days in advance of their due dates; and (f) the Telecom Tenants are not in default under the Existing Telecom Agreement(s), as of the Effective Date and have no claim of setoff under the Existing Telecom Agreement(s) or otherwise against rents or other charges due or to become due thereunder.

7. **REPRESENTATIONS OF GRANTEE.** Grantee represents and warrants to Grantor, as of the date hereof, that: (a) this Agreement and all other documents executed by Grantee constitute the legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with their terms; and (b) Grantee is a validly existing limited liability company and the signatory of this document has the authority to do so under the documents forming the existence of the limited liability company. The execution, delivery and performance by Grantee of this Agreement does not and will not violate or conflict with any provision of Grantee's organizational documents or of any agreement to which Grantee is a party or conflict with any law, rule, regulation, judgment, order or decree to which Grantee is subject.

8. **INDEMNIFICATION.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including attorney fees) caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

9. **FURTHER ASSIGNMENT.** Upon the Effective Date Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest in and to this Agreement. This Agreement and the Telecom Easement may be assigned to secured parties, successors-in-interest, acquiring entities or individuals, and any other party to whom Grantee may be required to provide collateral or demonstrate credit-worthiness. Grantee shall first give Grantor written notice of any further assignment.

10. **NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered to **Grantor** at 22350 S. Diamond Lake Road, Rogers, MN 55374 and to **Grantee:** c/o Landmark Dividend LLC, P.O. Box 3429, 2141 Rosecrans Ave., Suite 2100, El Segundo, CA 90245.

11. **DEFAULT.** It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default. Notwithstanding anything herein to the contrary, if the required cure of the noticed default cannot reasonably be completed by Grantee within such 60-day period, Grantee's failure to perform shall not constitute an Event of Default so long as Grantee undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law.

12. **MISCELLANEOUS.**

- a. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
- b. **Amendments, Etc.** This Agreement may not be amended or modified unless in writing signed by the parties and consented to by any lender of Grantee that has delivered notice of its status and its notice address to Grantor. No act or failure to act shall be deemed to constitute an amendment, modification or termination hereof. This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.
- c. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and successors and assigns of the parties to this Agreement. The rights of Grantee under the Telecom Easement shall run with the land upon which the Telecom Easement is located.
- d. **Recording and Memorandum.** Grantor and Grantee shall, on or after the Effective Date, acknowledge, execute and record the exchange of rights created under this Agreement in the Form of Telecom Easement attached as Exhibit D.

Grantee's interest in this Agreement and the Telecom Easement is intended to be, and shall be, an interest in real property.

- e. **Attorneys' Fees.** In any action or proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, whether through arbitration or a court of competent jurisdiction. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the greater of (a) ten percent (10%) per annum or (b) the highest rate permitted by applicable law.
- f. **Further Assurances.** Grantor and Grantee hereby agree that Grantee shall, at any time and from time to time, in its reasonable discretion, require the Grantor to execute such documents or instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and consummate the transactions contemplated in the Agreement. The covenant contained in this clause shall survive the execution, delivery and recordation of the Telecom Easement contemplated hereby.
- g. **Specific Performance.** The parties understand and agree that the Telecom Easement is unique and for that reason, among others, Grantee will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any breach or default in or of this Agreement or any of the warranties, terms or provisions hereof by Grantor, Grantee shall have, in addition and without prejudice to any right or remedy available at law or in equity, the right to demand and have specific performance of this Agreement.

**(SIGNATURES ON THE FOLLOWING PAGES)**

**IN WITNESS WHEREOF**, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

**GRANTOR:**

**CITY OF ROGERS**, a Minnesota municipal corporation

By: \_\_\_\_\_  
Name: Rick Ihli  
Its: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Stacy Scharber  
Its: Clerk  
Date: \_\_\_\_\_

**GRANTEE:**

**LANDMARK INFRASTRUCTURE HOLDINGCOMPANY  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

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

SCHEDULE 1

PAYMENT SCHEDULE

While the total purchase price is 437,000.00; \$109,250.00 is to be paid at closing (the "Initial Payment"). The remaining balance of the Purchase Price shall be paid in installments ("Installment Payments") according to the following payment schedule ("Payment Schedule"):

<b>Installment Periods (# of Months)</b>	<b>Installment Payment Amounts</b>
0	\$109,250.00
12	\$109,250.00
24	\$109,250.00
36	\$109,250.00
<b>Total</b>	<b>\$437,000.00</b>

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

TO BE ADDED UPON RECEIPT OF TITLE

EXHIBIT B  
TELECOM EASEMENT

TO BE ADDED UPON RECEIPT OF SURVEY



EXHIBIT C

EXISTING TELECOM AGREEMENT(S)

See Attached

**EXHIBIT ONLY – NOT FOR EXECUTION**

EXHIBIT D

FORM OF TELECOM EASEMENT

**EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT**

This Easement and Assignment of Lease Agreement (this “**Agreement**”) dated \_\_\_\_\_, 2018 (the “**Effective Date**”) is by and between **CITY OF ROGERS**, a Minnesota municipal corporation (“**Grantor**”), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company (“**Grantee**”); and

**WHEREAS** Grantor owns certain real property located at: **George Webber Drive, Rogers, MN 55374** (“**Property**”); and more particularly described in Exhibit A attached hereto; and

**WHEREAS** Grantor intends to grant to Grantee an exclusive easement (the “**Telecom Easement**”) in, to, under and over a certain portion of the Property described in Exhibit B attached hereto (the “**Telecom Easement Area**”) for telecommunications purposes, and a non-exclusive easement (the “**Access Easement**”) in, to, under and over certain portions of the Property described in Exhibit C attached hereto (the “**Access Easement Area**”) for ingress, egress, maintenance and utility service for and to the Telecom Easement (the Telecom Easement and the Access Easement may be collectively referred to herein as the “**Easement**”); and

**WHEREAS** Grantor intends to sell, assign, set over, convey and transfer the existing telecommunications lease(s) or license(s) (“**Lease(s)**”) more particularly described in Exhibit D to Grantee; and

**WHEREAS** Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to Tenants in the telecommunications business; and

**NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:**

1. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee an exclusive easement over the Telecom Easement Area for the purpose of leasing space on the Property to telecommunications tenant(s) and uses associated with the exercise rights of telecommunications tenants under such leases.
2. **TERM.** Commencing on \_\_\_\_\_, 2018 (the “**Commencement Date**”), the Term of this Agreement shall be thirty-five (35) years.
3. **TERMINATION.** Grantor may not terminate this Agreement; provided however, that in the event Grantee voluntarily ceases to use the Easement for a continuous period of five (5) years, the Easement shall be deemed abandoned and this Agreement shall automatically terminate. Grantor may terminate this Agreement immediately if Grantee is in default beyond any applicable cure period. In the event of a termination as aforesaid, Grantee shall cooperate with Grantor in executing such documents or instruments reasonably necessary to assign the Lease back to Grantor.
4. **ASSIGNMENT OF LEASE(S).** As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Lease(s), more particularly described in Exhibit D. Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor’s obligations as lessor under the Lease(s) and Grantee assumes no obligations thereunder.
5. **NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor hereby grants to Grantee the Access Easement in, to, under and across the Property adequate to allow ingress and egress, operation, maintenance of and utility service to the Telecom Easement Area.
6. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:

a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.

b. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including, without limitation, permits, mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.

c. There is no pending or threatened action, judgment, order decree or proceeding (including any bankruptcy, insolvency, eminent domain, zoning or other land use regulation actions) that, if determined against Grantor, would adversely affect Grantor's ability to grant the Easement or such other documents or to perform its obligations hereunder or thereunder, or limit Grantee's ability to use the Easement as contemplated herein. Grantor has received no notice from any governmental or quasi-governmental authority either that the Property or the use thereof violates any statutes, ordinances, orders or regulations affecting any portion of the Property.

d. Grantor owns one hundred percent (100%) of the fee title to the Property and the lessor's interest in and to the Lease(s).

e. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease(s), or any portion of the Property the Easement occupies, except as expressly disclosed to Grantee in writing. Except for the Lease(s), Grantor has not executed or otherwise entered into any leases, tenancies, license or concession agreements, occupancy agreements or other agreements with respect to rights that would adversely affect Grantee's, or Grantee's tenants, possession or occupancy of any portion of the Easement or use of the Property pursuant to this Agreement or the Lease(s).

f. Grantor shall not allow or permit a breach or default to occur under the Leases and Grantor shall comply with all applicable laws which may affect the Property.

g. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easement without Grantee's prior written approval, which shall not be unreasonably withheld.

h. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to use any portion of the Property, or the Easement in a way which interferes with the operations of tenants under the Lease(s), or any other of Grantee's future lessees or licensees, or to interfere with the Access Easement. Such interference shall be deemed a material breach by Grantor.

**7. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of the Property, expressly provide that the Property is subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easement). Grantor hereby expressly acknowledges and agrees that Grantee may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of Grantee's right, title and interest in and to this Agreement, the Easement, the Telecom Easement Area and/or the Access Easement Area without notice to or consent of Grantor.

## **8. ENVIRONMENTAL REPRESENTATIONS.**

a. **Grantor Environmental Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "**Hazardous Substance**") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on the Property.

b. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance on the Property or the Easement in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.

c. **Mutual Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from actions on the Property not caused by Grantee prior to, and during the Term of, this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

9. **NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor: 22350 S. S. Diamond Lake Road  
Rogers, MN 55374

As to Grantee: c/o Landmark Dividend LLC  
P.O. Box 3429  
2141 Rosecrans Ave., Suite 2100  
El Segundo, CA 90245  
Attn: Legal Dept.

10. **DEFAULT.** It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default. Notwithstanding anything herein to the contrary, if the required cure of the noticed default cannot reasonably be completed by Grantee within such 60-day period, Grantee's failure to perform shall not constitute an Event of Default so long as Grantee undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law.

11. **AGREEMENT FULLY PERFORMED.** Notwithstanding anything herein to the contrary, this Agreement is deemed to be fully performed by Grantee as of the Commencement Date. In no event shall this Agreement be deemed an executory contract for purposes of the United States Bankruptcy Code, as amended (the "Code"), and this Agreement may not be rejected pursuant to Section 365 of the Code.

12. **GOVERNING LAW; CERTAIN WAIVERS.**

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(c) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE APPLICABLE UNITED STATES DISTRICT COURT FOR THE DISTRICT THE PROPERTY IS LOCATED IN, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

(SIGNATURES ON THE FOLLOWING PAGES)



**IN WITNESS WHEREOF**, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTEE:

**LANDMARK INFRASTRUCTURE HOLDING COMPANY  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory  
Date: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On \_\_\_\_\_, 2018 before me, \_\_\_\_\_, a Notary Public personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

TO BE ADDED UPON RECEIPT OF TITLE

EXHIBIT B

TELECOM EASEMENT AREA DESCRIPTION

TO BE ADDED UPON RECEIPT OF SURVEY

**Grantor acknowledges and agrees that Grantee may survey the Telecom Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee may amend, append, revise or replace this Exhibit B to include the approved survey of the Telecom Easement Area in Exhibit B.**



EXHIBIT C

ACCESS EASEMENT AREA DESCRIPTION

TO BE ADDED UPON RECEIPT OF SURVEY

**Grantor acknowledges and agrees that Grantee may survey the Access Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee may amend, append, revise or replace this Exhibit C to include the approved survey of the Access Easement Area in Exhibit C.**

EXHIBIT D

LEASE DESCRIPTION

That certain Site Lease Agreement dated September 6, 1996, as amended by that Amendment to PCS Site Agreement and that Amendment No. 1 to Site Lease Agreement dated September 11, 2001, as amended by that Amendment No. 2 to Site Lease Agreement dated January 29, 2013, and further amended by that Amendment No. 3 to Site Lease Agreement dated March 18, 2015 by and between City of Rogers, a Minnesota municipal corporation (“Lessor”) and Sprint Spectrum, L.P., a Delaware limited partnership (“Lessee”), for the property located at as George Webber Drive, Rogers, MN 55374, together with any amendments, modifications or assignments, for which a Memorandum of Agreement is duly recorded on \_\_\_\_\_, as Instrument No. \_\_\_\_\_, of the Hennepin County Registry.