

LEASE - TOWER SITE

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this ___ day of, 2023, by and between Independent School District No. 256 (hereinafter called the "Landlord") whose address for the purpose of this lease is 2451 Eagle Ridge Drive, Red Wing, MN 55066 and Hiawatha Broadband Communications, Inc., a Minnesota corporation (hereinafter called the "Tenant") whose address for purpose of this lease is 58 Johnson Street; Winona, MN 55987,

WITNESSETH THAT:

1. PREMISES AND TERM.

The landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, situated in Goodhue County, Minnesota, to wit;

The tower site in the Northeast Quarter of Section 5, Township 112 North, Range 14 West, with tower base located at

Latitude N 44° 32' 27" / N 44°

32.412'

Longitude W 92° 30' 53" / W 92°

30,915'

Elevation 1,063 ft AMSL

as described and depicted on Exhibit B attached hereto, with rights of vehicular ingress and egress thereto, together with the improvements thereon and all rights, easements and appurtenances thereto belonging,

to have and to hold, for a term of 30 years, commencing on July 1, 2023, and continuing until June 30, 2053.

At the end of the initial lease period, the lease shall be automatically extended for three successive periods of five (5) years each, upon the terms and subject to the conditions of *this* lease, unless either party notifies the other, in writing, of such party's election not to extend the Term of this lease at least 180 days prior to the termination date.

Pursuant to this lease, the Tenant is authorized to use the premises for the mounting, construction, operation, maintenance, and repair of a 400-foot guyed communications tower and a building at the site north of the present baseball diamonds, and operation of certain communication equipment thereon all as depicted in Exhibit B. The location of the premises, and improved drive access, is as described in Exhibit A. The Tenant's equipment may include a 10-foot-by-24-foot pre-cast communications shelter at the tower base location. This building will be located approximately eleven (11) feet from the northeast face of the tower. A standby generator may be located directly outside the building. The building will be enclosed by a chain link fence. The guy anchor points will also be fenced. A gravel driveway will be constructed following the property contours from the existing driveway area to the communications shelter. Access to the site by Tenant and its agents or contractors for maintenance and other purposes will be available at all times. Communications equipment on the tower will vary from time to time. The primary purpose will be to provide a microwave link between Red Wing, a repeat location at Wabasha, end a final link at Winona. Lighting (standard obstruction red lighting) will be provided on the tower to comply with all federal and local regulations.

The tower will be equal in height and comparable in construction to the existing Marcus/Charter tower that is located west of the leased property. All such improvements described herein, and any other improvements necessary to meet the purpose of this lease, shall be made at the expense of the Tenant and subject to Tenant's receipt of such permits, approvals or authorizations as may be required by law. Tenant acknowledges that Landlord is not responsible for any cost incurred in connection with such improvements.

2 RENT.

In consideration for allowing the Tenant the use of land as provided above, Tenant shall allow the Landlord to use certain dark fiber-optic strands connecting each of the Landlord's public school locations, all as detailed in Exhibit C.

3 POSSESSION.

Tenant shall be entitled to possession on the first day of the term of this lease and shall yield possession to the Landlord upon its termination.

4 USE OF FACILITIES.

Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises only for a tower site and other lawful purposes. The Landlord agrees that the use of fiber will be exclusively for Red Wing School District purposes only. Requests for exceptions must be requested and approved in writing.

5 QUIET ENJOYMENT.

Landlord covenants that its estate in said premises is in fee simple absolute and that the Tenant, providing and continuing to provide the rent consideration provided herein and performing as provided in this lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever.

Landlord shall have the right to mortgage all of its right, title, and interest in said premises at any time without notice, subject to this lease.,

6 CARE AND MAINTENANCE OF PREMISES.

(a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided.

(b) Tenant will make no unlawful use of said premises and agrees to comply with all valid and applicable laws and regulations of any municipality, the State of Minnesota and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public.

7 UTILITIES AND SERVICES.

Tenant, during the term of this lease, shall pay, before delinquency, all charges for use of any utilities. Utility services used by Tenant shall be separately metered and bill directly to the Tenant.

8 SURRENDER OF PREMISES AT END OF TERM REMOVAL OF FIXTURES - HOLDING OVER

(a) Tenant agrees that upon the termination of this lease or within a reasonable time thereafter, remove any fixtures, equipment or other property which Tenant has installed in the leased premises, providing Tenant repairs any and all damages caused by removal.

(b) Tenant may, upon termination of this lease or within a reasonable time thereafter, remove any fixtures, equipment or other property which Tenant has installed in the leased premises, providing Tenant repairs any and all damages caused by removal.

(c) Continued possession, beyond the expiration of this lease, by the Tenant, coupled with the receipt of the specified consideration by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a ~~month-to-month~~ extension of this lease.

(d) Tenant agrees that upon the termination of this lease, use of Tenant provided dark fiber may continue without interruption under a fiber maintenance agreement not to exceed \$1,000 per month for the fiber routes covered by this agreement.

9 ASSIGNMENT AND SUBLETTING

The Tenant nor the Landlord shall not assign or sublease this lease without written permission of Landlord, which shall not be unreasonably withheld.

10 REAL ESTATE TAXES - PERSONAL PROPERTY TAXES - SPECIAL ASSESSMENTS

(a) All real estate taxes, except as may be otherwise expressly provided in this paragraph 10, levied or assessed by lawful authority (but reasonably preserving Tenant's rights of appeal) against said real property shall be timely paid by the Tenant.

(b) Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Tenant's rights of appeal) against its personal property on the premises during the term of this lease.

(c) Special assessments against the real property shall be timely paid by the Landlord.

11 LANDLORD INSURANCE

Landlord will keep its property interest in the premises and its liability in regard thereto, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage, and will procure and deliver to the other a certificate of such coverage upon request.

12 TENANT INDEMNITY AND LIABILITY INSURANCE; WAIVER OF SUBROGATION.

Except as to any negligence of the Landlord, Tenant will protect, indemnify and save harmless the Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or party, happening or done, in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. The Tenant further covenants and agrees that it will, at its own expense, procure and maintain property casualty and liability insurance in a responsible company or companies authorized to do business in the State of Minnesota, in amounts not less

than \$1,500,000.00 for any one person injured, and \$1,500,000.00, for any one accident, protecting the Landlord against such claim, damages, costs or expenses on account of injury to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. Landlord and Tenant, for themselves and their respective insurers, hereby release and waive all right of recovery against one another for any loss, damage or claim arising from the act or neglect of the other, to the extent covered by valid and collectible insurance required hereunder.

13 CONDEMNATION

(a) **DISPOSITION OF AWARDS.** Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. If a single entire award is made on account of the condemnation; each party will be entitled to take such proportion of said award as may be fair and reasonable.,

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 13(a) above.

14 TERMINATION OF LEASE AND DEFAULTS OF TENANT.

(a) **TERMINATION UPON EXPIRATION OR UPON DEFAULTS.**

This lease shall terminate upon expiration of the demised term; or if this lease is extended, then this lease will terminate at the expiration of the extended. Upon default by Tenant, this lease may at the option of the Landlord be terminated

(b.) **BANKRUPTCY OR INSOLVENCY OF TENANTS.** In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated, or set aside within sixty (60) days from the given of notice thereof by Landlord to Tenant, then and in any such events, Landlord may, at its option, immediately terminate this lease and reenter said premises,

(c) Waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

15 RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.

If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9% per annum, from date of advance.

16 SIGNS.

Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs, except advertising signs, on the leased premises, provided only (1) that any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Minnesota; and (2) such signs shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

17. MECHANIC'S LIENS

Neither the Tenant nor any one claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor. Tenant further agrees to indemnify and hold harmless Landlord against all claims for labor and materials or services made against the property covered by this agreement and for the costs of enforcing this indemnification, including attorney's fees.

18. RIGHTS CUMULATIVE.

The various rights, powers, options, elections and remedies of either party provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. NOTICES AND DEMANDS.

Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mailbox.

20. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

21. CHANGES TO BE IN WRITING.

None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

22. CONSTRUCTION

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year first above written.

LANDLORD:
**INDEPENDENT SCHOOL
DISTRICT NO. 256:**

TENANT: HIAWATHA BROADBAND
COMMUNICATIONS, INC

By: _____
Jim Bryant, Chair

By: _____

Title: _____

By: _____
Jennifer Tift, Clerk

STATE OF MINNESOTA
) ss.
COUNTY OF GOODHUE

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Jim Bryant & Jennifer Tift, the Chair and the Clerk of Independent District No. 256, Landlord, on its behalf

Notary Public, Goodhue County, Minnesota

STATE OF MINNESOTA)
ss.
COUNTY OP WINONA)

The foregoing instrument was acknowledged before me this ____ day of 2023, By _____, the _____ of Hiawatha Broadband Communications, Inc., Tenant, on its behalf.

Notary Public, Winona County, Minnesota

EXHIBIT A

Red Wing Tower Property Description

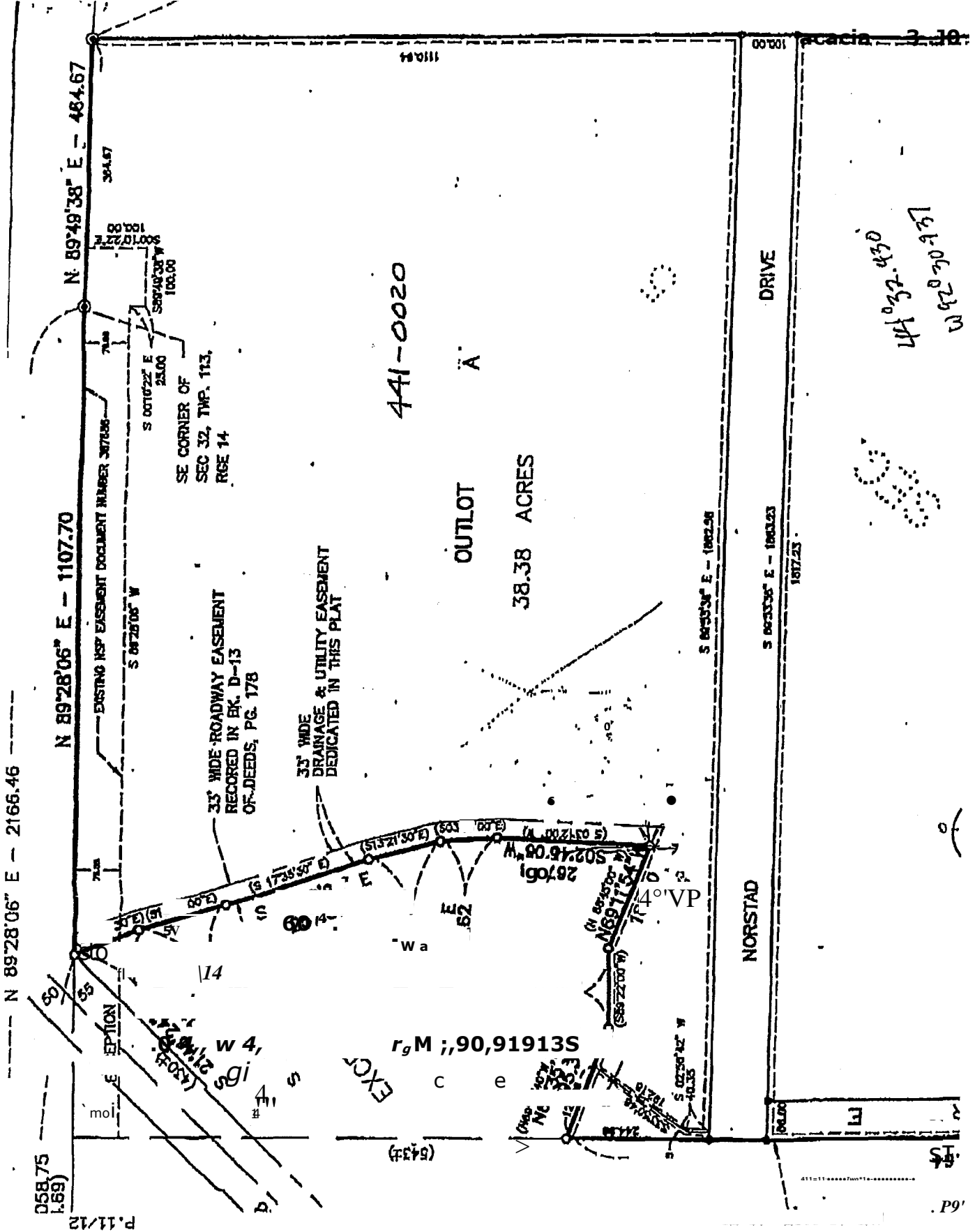
Hiawatha Broadband wishes to place a 400Ft. guyed communications tower and building at the property location North of the present baseball diamonds. For reference purposes, please see attached exhibits.

The location is referenced from an iron pipe, or property pin, that was *found* near the end of the existing gravel driveway. This pin is located at the South, or uphill end of the gravel driveway.

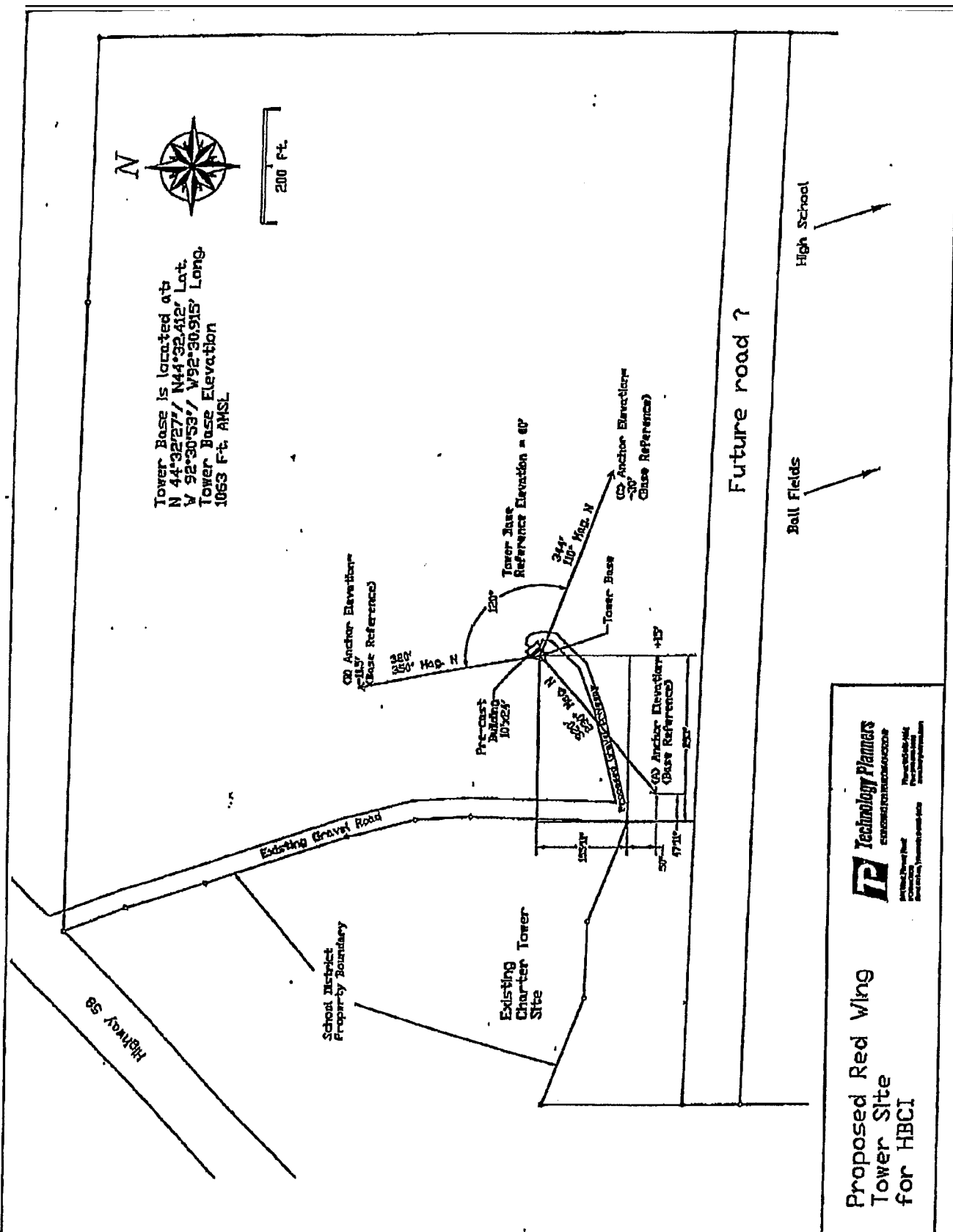
The base of the tower will exist at a point 155'41" South and 293' West of the reference point. A 10' X 24' pre-cast communications shelter will be placed at the tower base location. This building will be approximately 11ft off the Northeast face of the tower. It is anticipated that a standby generator will be located directly outside of the building. The direct building perimeter will be enclosed within a chain link fence. Additionally, the guy anchor points will be fenced as well.

Tenant will construct a gravel driveway will be constructed following the property contours from the existing driveway area to the communications shelter.

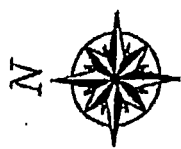
EXHIBIT B



441°32'430
 1142070937



Tower Base is located at
 N 44°32'27" / N44°32.412' Lat,
 W 92°30'53" / W92°30.915' Long,
 Tower Base Elevation
 1063 Ft. AMSL



200 Ft.

Future road ?

High School

Ball Fields

**Proposed Red Wing
 Tower Site
 for HBCI**

Technology Planners
 ENGINEERING ARCHITECTURE
 INTERIOR DESIGN
 CONSTRUCTION MANAGEMENT

EXHIBIT C

See "Exhibit C" document for detailed maps of all Independent School District No. 256 fiber locations.

