



AGENDA
BOARD BRIEFING
ROYALTON BOARD OF EDUCATION
N/A
120 SOUTH HAWTHORN STREET
ROYALTON, MN 56373
JANUARY 22, 2021
8:30 AM

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|--------------------|---|
| 1. Board Briefing | 2 |
| 2. Tower Agreement | 8 |



"Creating a Collaborative and Caring Community for all"

BOARD BRIEFING

JANUARY 20, 2021

**JANUARY 25 - 6:00 PM REGULAR MEETING - LIONS DEN DOOR PUBLIC VIRTUAL
ZOOM CONNECTION - JOIN ZOOM MEETING**

<https://zoom.us/j/91377415021?pwd=dGFZV2VtMksrQ1lWTGJaazQrS3NaZz09>

Meeting ID: 913 7741 5021

Passcode: 27pmJv

FEBRUARY 6 - TIME ??? POLICY MEETING - ECC DOOR 9

1. LATEST COVID REPORT

It looks like we are over the holiday bump and moving down. Good news. Bad news: Last Friday, we had one teacher lose their sense of taste and smell and tested positive. The teacher is in quarantine as we start to have students back in the secondary. Four other staff are now quarantined because of close contact. Nothing for weeks, and now we begin. We should be getting them all back next week.

Morrison Co.	12.17.20	12.28.20	1.4.21	1.7.21	1.11.21	1.14.21	1.19.21	1.21.21
Case Total	2,790	2,880	2,974	3,005	3,062	3,087	3,116	3,129
Active Case 14 days	206	103	114	117	152	137	94	82
14 Day Case Rate	62.2	31.1	34.4	35.3	45.9	41.3	28.4	24.7
School-age -Co.	30	18	14	15	14	12	10	8
Royalton	4	2	2	2	3	3	2	2
Bowlus	0	0	0	0	0	0	0	0

2. PREP TIME MAKEUP

The number of days needed to cover Teacher Prep time is six days; I have briefed you on the teachers and administration's agreement to fulfill the obligation by the Governors order. Not everyone will get two weeks of pay because not everyone started simultaneously, and others are



out on leave. Their pay will reflect the days they were in person. You will be voting on accepting our agreement.

3. SCHOOL CALENDAR

The school calendar is a collaborative effort by the teachers and the administration. The board asked if possible that we finish before Memorial Day. Joel did the initial work, and the teachers made adjustments. I have attached the proposed calendar. This is only a first look. We should not vote on it because the public and you need to digest it and see if there are any questions.

4. SECONDARY SCHOOL SCHEDULE

This year the secondary moved to a “Block Schedule” to assist with Covid requirements and help with the Hybrid schedule. Several years before me, we were in a full-block with a four-period day. One of the full-block benefits is it gives more time to focus on learning and processing, assisting in understanding. It also means you aren’t just starting a project, research, lab, tech, band, and physical education when you have to put it all away and rush to your next class. The problem with the full block is you could finish your math before the end of January, not see it again until you take your MCA in late April and early May. You also could have a full year of no math, English, before you are working in those disciplines again.

Joel did not pick the full four-period block for use this year. The block helps with safety, less travel, and mixing during a day. He recognized the problems of the full-block and the alternate block’s advantage with no semester or a year between a discipline. The alternate block has all the benefits of a full-block schedule with none of its problems. I have attached the information for the alternate block schedule. Wednesday would be a 7 period day equalizing attendance.

Joel will be prepared for any questions you might have. This is a collaboration of the secondary teachers and Joel. We will be taking a vote on changing the schedule on Monday.

5. TOWER CONTRACT

There are some things in the contract that were proposed that our lawyer felt would have been detrimental to us, and it would be for 40 years. Commitments to long term contracts, grants, MOU’s, and other agreements may be a detriment to future boards and superintendents affecting our district and students. Many times, the comment that comes with the offer is, “This is our standard agreement that we give everyone.” For me, that sends up a red flag.



I have attached our lawyer's second alteration, which explains some of the problems he saw with their lease agreement.

- Paragraph 4 – Verizon wants the District to agree to execute any building permits, zoning applications or other documents it needs for its use of the leased premises, and if the District fails to do so, Verizon wants to have authority to execute on the District's behalf. This is too broad of a grant, particularly considering the extended term of the lease. We therefore proposed language saying the District will review and sign if it determines the documents are acceptable, and the District will not unreasonably withhold or delay its actions.
- Paragraph 5 – Verizon has a right of first refusal if the District intends to convey any property interest to a Verizon competitor. If the District does not give Verizon a right of first refusal, the lease provides that the transfer is void. We are unsure whether that language would be enforceable. Regardless, in the unlikely scenario that the District intends to lease or convey a portion of its property to a Verizon competitor, if it gives Verizon a right of first refusal, then there will be no issue.
- Paragraph 12 – Verizon wants the District to provide it with notice whenever the District is going to lease a portion of its property, so then Verizon can decide whether it wants to exercise its expansion rights. This is too broad, as it would require the District 90 days' notice if it was, for example, leasing a small portion of its property located nowhere near the Verizon lease or allowing a youth football team to use the football field. We have added language stating that this notice provision only applies if the District is going to lease property that is within 50 feet of Verizon's leased premises.

These are examples of why you use a lawyer. I believe in the old saying, "A person that acts as their own lawyer has an idiot for a client." I will not agree to anything our lawyer and you do not agree on. As of this writing, I have not heard back from the American Tower Company.

6. VACCINATIONS

Sunday evening, superintendents around the state were notified that we had a meeting with MDE at 8:00 AM. We were told that everything had to be embargoed until 2:00 PM when the governor announced. That did not happen, somebody released it early to the news. That helped us to begin the process three hours early. **If you are unaware:** This Thursday, they launched a pilot program for mass **vaccinations for educational staff, 65 and older individuals, and individuals with medical problems.** Education is worked through our Region 5 coop, Sourcewell. We were sent a list of how many doses we were receiving; **5 doses.** This is a pilot program, testing the viability of a plan, learning from it, and making adjustments. Our administrative task was to **determine who would be the 5 to get the vaccination. Vaccinations are not mandatory.** They can say they do not want to receive the vaccination. If somebody decides they do not want to get vaccinated, we need to know so we can notify the next on the list. There is a computer application for registration. We have many individuals that do not use the computer. If somebody is chosen, that does not use a computer or smartphone. We have to assist. We had to get them registered before 11:59 PM that day.

You may receive calls or emails from individuals that feel they should be first in line or near to it. You need to understand how the priority list is made with input from principals and staff members in given areas.

The criteria for the order of selection is not clear cut and requires having the correct data. Some of data is



not readily available, and you need to search for private information that can not be shared except by a few. **How old you are is a criteria** for us. Your age is **protected data**, never kept in a personal file, and limited to only three people in the district. There is **no age file, only birthdates**. We had to go through all the birthdates and figure out the age. The **list of data is longer**. I think you get the picture.

The state's criteria were given to us at the meeting, followed by a general public document. Our meeting went into a much more in-depth look at criteria for schools. Every day since, we have more and different directions changing some of the original. **All our educational staff and child care are included, not just teachers.**

First part of the **criteria; who has direct contact with students**, type of contact, and how long. **Ability to find subs or not be able to function without** over a period of time and **persons age 65 and older**. For examples:

- I only meet one of those criteria, so I am very low on the list. I can choose not to have contact and limit it.
- A Special Ed teacher/para might be working with a student that can't wear a facemask, could be grabbed, held onto, worked with the child for years, and is over 65. That person would be very high on the list.
- PreK individuals work with students all the time without masks, and they have plenty of contact.

We start with PreK and work our way up the grade levels. We also look at age. If somebody has had Covid, they are not on the list for 90 days. When their 90 days are up, they re-enter the eligibility list.

If somebody has a medical condition that would fit the criteria, they should contact their doctor working through them. We are not allowed to ask for the information or take the word of the individual or general knowledge. Nobody in the school is qualified to make that decision, and the doctor can't make the school decision, neither has all the information needed. Half of the available doses are being used in the pilot for the general public domain, age, and medical fit here.

I go through the priority list daily as criteria change. Next Tuesday, we will be told how many vaccinations there will be available, and we will then notify the number of individuals that are on the list.

I was contacted by a health care provider yesterday that wants to come into school to vaccinate all staff that would like to be vaccinated as soon as the product is available. My guess is we will have that available long before we get to the middle of our list at **5** doses a week: Equals 30 weeks.

7. WRESTLING CLUB MOVED

I had somebody ask me why we would not let the Wrestling Club Youth Program practice here. I explained to them that isn't why they aren't wrestling here. We welcomed them. We have stringent guidelines limiting who enters the building, the same reason we cannot run the Fitness Center. When people outside the immediate school enter, they are under strict rules and have to be monitored. Spectators are a good example. You have to have the space to house them, observe them, and control them. It was for that reason the conference decided not to have opposing team spectators.



We welcomed the youth wrestlers and their coaches. We cannot bring in the parents. During the school day, parents do not come into the main part of the building either. They are limited and confined to a small area. The Wrestling Club decided to move to the Little Falls Wrestling Club this year so parents could attend and watch practice. They are practicing in a building that allows them to have parents. Brian Olson assured our AD and me they would return next year. We all hope they can.

If I had somebody ask me the question, I am sure you will too. I want to prepare you with the "Why?"

8. COVID TESTING

This past Wednesday, we had our first school Covid testing for anyone that wants it. We had 36 individuals that took the test. Individuals that have had Covid in the past 90 days are not to take the test, 28 individuals. The testing went well. We do not get the results of the test. The individual gets those results. If they test positive they are told of the protocol. This is not a test you take if you have symptoms, you should not be here in that circumstance.

9. OUR FUTURE NEXT PAGE

Our Map was put together with our Beliefs, Mission, and Vision statements based on the following information with input from staff, parents, and community. It points to a transition from an Industrial Assembly Line Education to a Student-Centered Life Learner Base.

Aspect	Current Paradigm	Learner-Centered Paradigm
World View	Industrial Age	Networked Age
Frame of Reference	Factories and Assembly Lines	Networks and Lateral Connection
Model	School-Centric: All components of the system are designed for efficiency of education delivery in context of standardized schools	Learner-Centric: All components are designed for the education experience to be adaptable to the needs and potential of each learner and supports the highest possible outcomes for each and every learner.
Model Components	Standardized age cohorts Linear curricula divided into subjects Education factories called "Schools" Learning experiences designed to impart knowledge in long-established categories	Personalized learning that is competency-based and has a wide range of learning environments and adult roles Learning experiences enable learners to develop their knowledge, skills, and dispositions in a relevant and contextualized manner Learners are embedded in a network of stable and supportive relationships with adults and are encouraged to learn through self-directed discovery, with their peers, and with the guidance of adults

We formulated the plan as a school district three years ago. There are many parts to help us reach our goals of independent, individualized education. Students move at their pace in all subject areas. Harry Wong, noted world educator and author, stated many times, *"Whoever does the work does the learning."* In this model, the educators are laying the foundation and are the guides. The students are doing the work and learning. Covid delayed us building the base of our shift. Covid increases our accelerated the needed methods for our transformation and shows us that we need to build that foundation. I wish we could have had the base ready to go last spring. We are just starting to get back to it. This is a huge paradigm shift.

I bring this to your attention as you decide how you want to move forward over the next year.

THE SECOND AMENDMENT TO INDEPENDENT SCHOOL DISTRICT #485 OPTION AND SITE LEASE AGREEMENT

This Second Amendment to Independent School District #485 Option and Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Independent School District #485**, an independent Minnesota school district ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Independent School District #485 Option and Site Lease Agreement (the "**Agreement**") dated January 24, 2001, as effected by that certain Amendment No. 1 to Independent School District #485 Option and Site Lease Agreement (the "**First Amendment**") dated June 13, 2006 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment**. Tenant shall pay to Landlord a one-time payment in the amount of **Thirty Thousand and No/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before January 15, 2021; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on June 1, 2001 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on May 31, 2026. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

Lease for each of eight (8) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant’s receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to “**Renewal Term**” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the “**Rent**”) shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent or payment under Section 12 d. of the Agreement prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Landlord under the Lease shall be paid to Independent School Dist 485 by Tenant. Provided, however, in the event that any current sublessee, licensee or any other collocator agent of Tenant is paying said Rent or any other payments to Independent School Dist 485 directly as of the Effective Date of the Amendment, Tenant shall not be obligated to make such payments to Independent School Dist 485, except to the extent the Tenant’s sublessee, licensee, or other agent fails to make property payment to Landlord pursuant to the terms of Section 12 d. of Agreementthe Lease, as amended.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant’s activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. ~~Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant’s interest in the Lease, as modified by this Amendment. Tenant and Tenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way.~~ Upon request by Tenant and at Tenant’s sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly review, and if the Landlord determines are acceptable, execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease (collectively the “Documents” and any individually a “Document”), as required for the use of the Leased Premises by Tenant and/or Tenant’s customers, licensees, and sublessees.

Commented [JR1]: Too broad of authority to LL.

Commented [ZJC2]: The District needs to retain authority to review and determine whether building permits, zoning applications, or other documents are acceptable. The District cannot unilaterally agree to execute any and all Documents through the entire Term of the agreement. Likewise, the District cannot unilaterally grant power of attorney to execute these documents for the next 40 years. The District will agree to execute documents in a timely manner.

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

~~Landlord's consent and execution of the Documents shall not be unreasonably withheld or delayed. In the event Landlord either fails to execute and return any Documents or fails to provide a reasonable basis for an objection to the Document within fourteen (14) days Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver said Document and use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney in fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.~~

~~5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.~~

6.5. Limited Right of First Refusal. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

Commented [JR3]: We cannot accept this deletion, without this provision the paragraph is effectively meaningless

Commented [ZJC4]: The District is fine leaving in the original language.

7.6. Landlord Statements. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

~~8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.~~

9.7. Notices. The Parties acknowledge and agree that Section 16 of the Agreement and Section 4 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Independent School District #485, Attn: Superintendent of Schools, 120 South Hawthorne, Royalton, MN 56373, with copy to: Independent School District #485, Attn: Chairperson of Independent School District #485 School Board, 120 South Hawthorne, Royalton, MN 56373; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: ATC Sequoia LLC, c/o American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: ATC Sequoia LLC, c/o American Tower, Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

10.8. Counterparts. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

~~**Governing Law.** The Parties acknowledge and agree that Section 17(f) of the Agreement is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.~~

12-9. Waiver. Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

13-10. Tenant's Securitization Rights; Estoppel. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

14-11. Taxes. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

~~15-12.~~ **Tenant's Right to Expand Leased Premises.** For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, Landlord hereby grants to Tenant an irrevocable option to expand the Leased Premises to include an additional five hundred (500) square feet, not already improved by Landlord and contiguous to the Leased Premises, the shape and location of which shall be at the Tenant's sole and absolute discretion (the "**Expansion Area**"). Tenant may, by written notice to Landlord, exercise said option, in Tenant's sole and absolute discretion, at any time during the term of the Lease (as the same may be extended from time to time). In connection with this option to expand, Tenant, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Parent Parcel lying beyond the Leased Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Tenant shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Tenant's sole discretion, with Tenant's ability to conduct such evaluation activities. Landlord agrees to execute an amendment to the Lease to reflect the addition of the Expansion Area to the Leased Premises, within thirty (30) days of receipt by Landlord, in a form which is recordable in the jurisdiction in which the Leased Premises is located. Until such time as Tenant exercises said option, if ever, Landlord hereby agrees to give Tenant no less than ninety (90) days prior notice prior to entering into a lease ~~or other use or occupancy~~ agreement pertaining to any portion of the Parent Parcel that is within fifty feet of the Leased Premises. During the foregoing ninety (90) day period, Tenant may elect to designate the Expansion Area by written notice to Landlord, in which case such Expansion Area would no longer be available for Landlord to lease to a third party.

~~16-13.~~ **Deletions.** The Parties acknowledge and agree that Section(s) 13(d) and 17(b) of the Agreement are hereby deleted in their entirety and are of no further force and effect.

~~17-14.~~ **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

Commented [ZJC5]: The District cannot agree to give 90 days' notice in every instance where it will allow an outside party to use or lease its property. For example, if the District entered into a use agreement with a youth football organization for use of the football field, it is not reasonable to require the District to give 90 days' notice. The District is willing to leave this language in if it is limited to lease agreements that are within a defined area of the leased premises.

Commented [JR6]: Can we discuss? With this deletion the option to expand could be rendered meaningless through unilateral action of the LL.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

LANDLORD:

Independent School District #485,
an Independent Minnesota School District,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

That portion of the Northwest Quarter of the Southwest Quarter in Section 36, Township 39 North, Range 32 West, Morrison County, Minnesota, which is more particularly described as follows:

Commencing at the West Quarter corner of said Section 36; thence North 88° 58' 49" East (Basis of Bearings: The East–West Quarter line of said Section 36 has an assumed bearing of North 88° 58' 49" East), along the East –West Quarter line of said Section 36, for a distance of 433.14 feet; thence South 30° 38' 45" East 658.24 to the point of beginning of the Leased Area to be described; thence East 20.00 feet; thence South 50.00 feet; thence West 20.00 feet; thence North 50.00 feet to the point of beginning. Subject to all easements of record.

TOGETHER WITH a 10 foot wide strip of land for access and utility purposes under, over, and across a portion of the Northwest Quarter of the Southwest Quarter in Section 36, Township 39 North, Range 32 West, Morrison County, Minnesota, the centerline of which is described as follows:

Commencing at the West Quarter corner of said Section 36; thence North 88° 58' 49" East (Basis of Bearings: The East–West Quarter line of said Section 36 has an assumed bearing of North 88° 58' 49" East), along the East –West Quarter line of said Section 36, for a distance of 433.14 feet to the point of beginning of the centerline to be described; thence South 00° 30' 36" East 267.30 feet; thence South 00° 34' 11" East 338.10 feet; thence southerly, southeasterly and easterly along a tangential curve, concave to the Northeast, with a radius of 50.00 feet, central angle of 91° 14' 12", for an arc distance of 79.62 feet; thence North 88° 11' 37" East 183.56 feet; thence North 57° 03' 22" East 80.07 feet; thence North 80° 39' 45" East 27.92 feet to a point on the west line of the above described Proposed Leased Area and said centerline there terminating. Subject to County Highway No. 26 and all easements of record.

NOTE: The sidelines of the above described access and utility easement are to be shortened and/or extended to terminate at the South right-of-way line of County Highway No. 26 and the westerly line of the above described Proposed Leased Area.

Being situated in the County of Morrison, State of Minnesota, and being known as
Morrison County APN: 44.0106.000

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXHIBIT A (continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) one thousand square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/N. Jeanette Robinson, Esq.
ATC Site No: 416490
ATC Site Name: STCQ SCL027 MN
Assessor's Parcel No(s): 44.0106.000

Prior Recorded Lease Reference:

Document No: 411209
State of Minnesota
County of Morrison

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Independent School District #485**, an Independent Minnesota School District ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Independent School ~~district-District~~ #485 Option and Site Lease Agreement dated January 24, 2001 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be May 31, 2066. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Independent School District #485, Attn: Superintendent of Schools, 120 South Hawthorne, Royalton, MN 56373, with copy to: Independent School District #485, Attn: Chairperson of Independent School District #485 School Board, 120 South Hawthorne, Royalton, MN 56373; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: ATC Sequoia LLC, c/o American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: ATC Sequoia LLC, c/o American Tower, Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

Commented [ZJC7]: The District is okay leaving in this original language.

Commented [JR8]: Is there a particular concern with these sentences? This is designed simply to allow for the MOL to be recorded without any delay which could be caused by the registry having basic forms that need to be completed.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Independent School District #485,
An Independent Minnesota School District,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

That portion of the Northwest Quarter of the Southwest Quarter in Section 36, Township 39 North, Range 32 West, Morrison County, Minnesota, which is more particularly described as follows:

Commencing at the West Quarter corner of said Section 36; thence North 88° 58' 49" East (Basis of Bearings: The East–West Quarter line of said Section 36 has an assumed bearing of North 88° 58' 49" East), along the East –West Quarter line of said Section 36, for a distance of 433.14 feet; thence South 30° 38' 45" East 658.24 to the point of beginning of the Leased Area to be described; thence East 20.00 feet; thence South 50.00 feet; thence West 20.00 feet; thence North 50.00 feet to the point of beginning. Subject to all easements of record.

TOGETHER WITH a 10 foot wide strip of land for access and utility purposes under, over, and across a portion of the Northwest Quarter of the Southwest Quarter in Section 36, Township 39 North, Range 32 West, Morrison County, Minnesota, the centerline of which is described as follows:

Commencing at the West Quarter corner of said Section 36; thence North 88° 58' 49" East (Basis of Bearings: The East–West Quarter line of said Section 36 has an assumed bearing of North 88° 58' 49" East), along the East –West Quarter line of said Section 36, for a distance of 433.14 feet to the point of beginning of the centerline to be described; thence South 00° 30' 36" East 267.30 feet; thence South 00° 34' 11" East 338.10 feet; thence southerly, southeasterly and easterly along a tangential curve, concave to the Northeast, with a radius of 50.00 feet, central angle of 91° 14' 12", for an arc distance of 79.62 feet; thence North 88° 11' 37" East 183.56 feet; thence North 57° 03' 22" East 80.07 feet; thence North 80° 39' 45" East 27.92 feet to a point on the west line of the above described Proposed Leased Area and said centerline there terminating. Subject to County Highway No. 26 and all easements of record.

NOTE: The sidelines of the above described access and utility easement are to be shortened and/or extended to terminate at the South right-of-way line of County Highway No. 26 and the westerly line of the above described Proposed Leased Area.

Being situated in the County of Morrison, State of Minnesota, and being known as
Morrison County APN: 44.0106.000

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXHIBIT A (continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) one thousand square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

Prepared by and Return to:

American Tower
Attn: Land Management/N. Jeanette Robinson, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 44.0106.000

RESOLUTION AND CONSENT AFFIDAVIT

Independent School District #485, an Independent Minnesota School District,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Independent School District #485 Option and Site Lease Agreement dated January 24, 2001 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located,

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Title: (circle one) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____

Print Name: _____

Percentage Ownership or Voting Interest:
_____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Title: (circle one) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____

Print Name: _____

Percentage Ownership or Voting Interest:
_____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

ATC Site No: 416490
VZW Site No: 186857
Site Name: STCQ SCL027 MN

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 416490
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Site Name: STCQ SCL027 MN