



PLANNING COMMISSION MEETING AGENDA
TUESDAY MARCH 18, 2025

7:30 PM REGULAR MEETING

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - a. February 18, 2025, Planning Commission Meeting Minutes.
 - b. March 4, 2025, City Council Meeting Minutes (For Information Only).
4. **PUBLIC HEARING:** Buell Consulting, LLC – on behalf of Verizon (Applicant) and Larry and Susan Vensel (Owner) requests that the City consider the following action for the property located at 87 McCulley Rd., Independence, MN (PID No. 36-118-24-44-0009):
 - a. A Conditional Use Permit to allow a new telecommunications tower on the subject property.
 - b. Site plan review and conditional use permit to allow a new 180-foot-tall telecommunications tower on the subject property.
5. **PUBLIC HEARING:** Christine Parr (Applicant/Owner) requests that the City consider the following action for the Property located at 3850 County Line Road Independence, MN (PID No. 07-118-24-22-0006):
 - a. An interim use permit (IUP) to allow a non-commercial kennel (five personal dogs) on the subject property.
6. Open/Misc.
7. Adjourn.

MINUTES OF A MEETING OF THE
INDEPENDENCE PLANNING COMMISSION
TUESDAY, FEBRUARY 18, 2025, AT 7:30 PM

1. CALL TO ORDER

Pursuant to due call and notice thereof, a work session of the Independence Planning Commission was called to order by Chair Gardner at 7:30 p.m.

2. ROLL CALL:

PRESENT: Commissioners Gardner (Chair), Thompson, Volkenant, Dumas, & Alternate Usset (vote counted in Tearse' absence).
ABSENT: Tearse and Alternate Story.
STAFF: City Administrator Kaltsas, Administrative Services Director Simon
VISITORS: See Sign-In Sheet

3. Approval of Minutes:

- a. January 21, 2025, Planning Commission Meeting Minutes.
- b. February 4, 2025, City Council Meeting Minutes (For Information Only).

Motion by Thompson, seconded by Volkenant to approve the minutes. Ayes: Gardner, Thompson, Volkenant, Dumas, and Usset. Nays: None. Absent: Tearse and Story. Abstain: None. Motion Approved. 5-0

4. PUBLIC HEARING: A proposed text amendment to the City of Independence Ordinance as follows:

- a. A text amendment to Chapter V, Sections 510 and 530 of the city's zoning ordinance relating to regulations governing cannabis businesses. The ordinance amendment will consider establishment of regulations pertaining to the definitions associated with a cannabis business and the permitted zoning district and associated standards.

Discussion:

On July 31, the Office of Cannabis Management issued the first draft of its administrative rules related to adult-use cannabis in Minnesota – the language can be found at the following [link](#). The section on local government control is sparse and only provides clarification related to the registration process.

Under the Cannabis Act, cities generally maintain their ability to enact zoning regulations with two primary limitations: (1) the City may not prohibit the establishment or operation of a cannabis or hemp business licensed by the OCM; and (2) the Legislature has established a maximum buffer from certain uses. Cities will retain the ability to enact zoning ordinances even if it consents to have the county issue registrations (City Council may consider a registration requirement).

The City can amend its zoning code to specifically allow each business type in a particular district or it can choose to simply allow cannabis businesses in zones with similar uses (e.g., retailers in commercial zones with other retail). Staff has reviewed the current zoning districts within the city and drafted an ordinance amendment for further consideration by the Planning Commission. Attached to this report are the draft zoning and registration ordinances (registration ordinance for information only). The following summarizes the key elements of the proposed draft ordinance amendment:

- The city can determine which types of cannabis businesses can be in which zoning districts of the city. Staff has reviewed the various uses and recommends that all cannabis uses are considered as conditional uses within their respective zoning districts. The following is a comprehensive table of the types of uses and their proposed allowable zoning district in the city. Staff prepared this for an initial discussion only and will be seeking Planning Commission feedback relating to the various uses and allowed zoning districts.
- Low Potency Hemp edible retailers (i.e., tobacco or smoke shops, liquor stores selling infused drinks) would be permitted only within the CLI – Commercial Light Industrial zone and limited in number to three (3) (see attached zoning map). The city could also consider limiting these uses to the UC-Urban Commercial zoning district near the County border. Staff will be seeking consideration and discussion relating to possible zoning districts.
- All other cannabis businesses are permitted only within the MU-BRLI, Subzone C zoning district (see attached zoning map). The city could also consider limiting these uses to the UC-Urban Commercial zoning district near the County border. Staff will be seeking consideration and discussion relating to possible zoning districts.
- Cannabis retailers, Cannabis Microbusinesses, Cannabis Mezzobusiness, and Medical Cannabis Retailer are limited to one (1) for the entire city (cities less than 12,500 can limit to 1).
- All cannabis business (including low potency hemp) are conditional uses.
 - The city can add additional conditions within the CUP portion of the ordinance if more restrictions are reasonable. Staff is seeking additional direction relating to the additional conditions from the Planning Commission.
- A local unit of government may prohibit the operation of a cannabis business within (maximum buffer distance allowed):
 - 1,000 feet of a school; or
 - 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

The terms school, day care, residential treatment facility, and attraction within a public park that is regularly used by minors, including a playground or athletic field are not further defined in statute or administrative rule, so the city has some discretion in

defining these terms. The OCM guide includes some definitions that were drafted for the OCM's model ordinance (which is different than the administrative rules).

The city has prepared a map showing only the 500' draft buffer boundary from the Pioneer Creek Community Park – this is the only park that would intersect with possible areas (CLI) zoned for cannabis businesses (see attached). Staff will seek Planning Commission direction relating to the prescribed buffers.

- As noted above, it is anticipated that the City Council will consider adding a registration requirement to all cannabis businesses as provided below. This ordinance amendment is outside of the subdivision and zoning regulations and is not part of the Planning Commissions review authority.
 - The OCM reviews, approves, and issues cannabis business licenses. However, each retail business must also register with the city in which it will operate, unless the city has consented to the county issuing registrations on its behalf. A registration fee can be imposed in addition to the state license fee.
 - The registration process involves issuing a registration to a retail business that: (1) has a valid license issued by the OCM; (2) has paid the registration fee or renewal fee (if applicable); (3) is found to be in compliance with the requirements of the Cannabis Act at any preliminary compliance check; and (4) if applicable, is current on all property taxes and assessments.

Summary:

Staff will be seeking feedback and direction from the Planning Commission relating to the materials presented within this report. Based on feedback and direction provided, the draft ordinance can be recommended to the City Council for consideration.

Kaltsas - Because we can't prohibit, we have to include Cannabis as a definition and prescribe where they are allowed to go. We can't say we don't allow them at all. Office of Cannabis Management/OCM doesn't have their process finalized, so a lot of cities have been waiting. We need to adopt, but we can change or amend. We need to do something to be compliant. Independence is somewhat different. We have limited commercial areas and huge land areas.

We took the different types of businesses that have been identified by the State relating to cannabis use, and those are listed in the table that's in the staff report. Those are Cannabis Retailer, Medical Cannabis Retailer, Cannabis Delivery Service, Low Potency Hemp Retailer, Cannabis Cultivator, Medical Cannabis Cultivator, Cannabis Event Organizer, Cannabis Manufacturer Medical Cannabis Manufacturer, Low-Potency Hemp Edible Manufacturer, Cannabis Testing, Cannabis Wholesaler, Cannabis Transporter, Medical Combination Business, Cannabis Mezzobusiness, and Cannabis Microbusiness. We took the state definitions. We are suggesting that we adopt those definitions for each of those various businesses within the ordinance.

We can limit the number of certain types of businesses like Low Potency Hemp. Due to our city's population being less than 12,500, we can limit the number of users to a minimum of (3), and for businesses that are either a Cannabis Retailer, Cannabis Microbusiness, Cannabis, Mezzobusiness, or a Medical Cannabis Retailer (our full potency retail businesses), we can limit it to (1).

Lastly, we can establish buffer zones similar to ones we've established for Predatory Offenders. You can establish buffer zones that are 1,000 ft from schools or 500 ft from daycares, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds or athletic fields. Recommending Cannabis Business only be permitted in zoning districts and are done as Conditional Use Permits/ CUPs. We may not need that in the future, but we don't yet know what these will look like or their impacts. One use out of all of this with likelihood is the Lower Potency Hemp Retailer, like liquor stores or tobacco shops. We do get calls about tobacco shops near County Rd 90 and Hwy 12. Some of the high potency businesses, the State does them by lottery and require getting a license. You can't just open one. The buffer from the park – 500ft.

Dumas – (looking at the map) Regarding lot lines – Is the rule you can't be in the gray but if in the blue you would be ok?

Kaltsas – Technically it's 500ft from the building to the edge of the property.

Volkenant – Buffer has to be 500ft from residential property? That's a huge chunk.

Kaltsas – We have carved it out. In Maple Plain they thought would be in a Mixed Used Gateway District where the old Food Mart is behind the bank is a park. "500ft from all parks with exception of south line of Meadow Park." If we wanted to do something similar, we could craft it to be 500ft from NW and SW lines of the park and not whatever else.

Thompson – Why not Commercial/Light Industrial/CLI and Urban Commercial/UC?

Kaltsas – Urban Commercial/UC may be a good spot too. We did approve a retail space out there.

Developer is planning on building that now.

Thompson – Agricultural/AG district isn't appropriate.

Kaltsas – We aren't talking field crop. We do have a lot of AG buildings. If we allowed it in AG district, we have to be very careful because you could get someone to buy farm and grow in large buildings. It's indoor production.

Thompson - Not all AG is created equal.

Dumas – If you put it in Commercial, it won't be very much. Are there any Tax ramifications? Is there a tax revenue for us at all?

Kaltsas – That's a whole other subject. Nominal licenses. No one knows how we are getting revenue from this yet. A lot of it is cash business and revenue hasn't happened yet. Cities don't get local sales tax. All regulated by the state. Licenses of \$500 is all we can charge.

Thompson – Language matters – I would call out the list – City Attorney to look into this to not have 1 of each type. The language in here regulated used by minors. What counts to establish those boundaries?

Kaltsas – public park is broad.

Thompson – It says a foreign item in park but not park itself.

Kaltsas – The interpretation now says public park. I can have the City Attorney weigh in.

Thompson – Baker Park that is huge, but the playground and campsite are small for that 500 ft buffer.

Regarding Districts – AG would be crazy. Why not both UC and CLI districts? The smallest district and furthest away is Urban Commercial/UC.

Dumas – Are we interested in tracking these or not?

Gardner – Not for \$500.

Usset – CLI. I have small children. There's nothing to say that it can't go in eventually.

Gardner - There's no retail in Independence.

Kaltsas – Tobacco isn't expressly permitted. We don't have to allow that to be a use, but we do have to for Cannabis. If you think about land use regulation, we can regulate anything, but we can't get away from allowing this.

Thompson – Do you think there is heat taken if we go back and say there is a little district on the edge of the city that nothing is in it?

Kaltsas – Every city did that initially. Urban Commercial/UC is 60 or 75 acres of land you can buy, build, open. You could separate them. Maple Plain put Low Potency Hemp Edible on the highway and then others in commercial areas. Do you want a tobacco shop?

Thompson – No retail shop right by the park. Why does there need to be a buffer?

Kaltsas – We can include the recommendation to not include the max buffer.

Volkenant – What if you have people that want to produce in an AG area and use the horse complex to convert it to production?

Thompson – You can if we don't say it's an CUP. If our unit of measure is zoning district, you are either turning AG on or off. You are proposing turning AG on.

Dumas – I don't see a benefit to the city growing this all over the city.

Kaltsas – Cannabis is regulated. We can allow Hemp under crop, and we don't have a regulation against that right now. We are talking about hemp with a THC potency. Those are not being grown in fields, but hemp is being grown for sure. No, THC is not regulated under this.

Thompson – If someone in AG is growing hemp, can he do that? Would it be CUP, amendment?

Kaltsas – It is permitted because our AG list is other things like AG. It can be used for ropes, sweaters, etc.

Thompson – Just not Potent Cannabis.

Volkenant – There are so many restrictions. Taking an indoor arena and turned it into a growing facility and you would never know. It's not impossible.

Thompson – Do we add AG to the list of non-retail? I don't see a reason to do that.

Kaltsas – We do allow retail sales of AG grown on the premises.

Dumas – I'd be ok to start small and expand later

Volkenant – Allowing a CUP for business, isn't that setting a precedence?

Kaltsas – CUP within the CLI & UC like Auto repair and auto sales is a CUP. CUP would be the way to do it because we don't know what it all looks like- employees, security, parking, etc.

Thompson – You'd mentioned Iron Exchange. What about Ox Yoke and Windsong?

Kaltsas- They fall into the Retail. If they sold it today, they'd be grandfathered but not into the number of licenses though. These are Off-Sale liquor licenses which differ from On-Sale ones.

Thompson – Are we all aligned on the limited Low Potency to 3 and larger Retail to 1 based on our population?

Kaltsas – Changes to increase the number of licenses can happen later if the City decides that.

Motion by Thompson, seconded by Usset recommending amendment changes to Sections 510 and 530 pertaining to regulations to governing cannabis business allowing Planning Commission feedback for Retail types as designated to be Urban Commercial/UC only and the balance of the license types to be both Commercial Light Industrial/CLI and Urban Commercial/UC limiting Low Potency Hemp to (3) locations with the City- Retailers, Micro and Mezzo businesses as well as Medical Retailer limited to (1), and elimination of the buffer zone around Pioneer Park as no retail is present, and have the City Attorney to review the language. Ayes: Gardner, Thompson, Volkenant, Dumas, & Alternate Usset. Nays: None. Absent: Tearse & Story. Abstain: None. Motion Approved. 5-0

6. Open/Misc.

City Council authorized our City Engineer to do a study for water for Hilltop property SW of Maple Plain. We approved CompPlan with that being Low Density and MetCouncil will extend pipe to help. Maple Plain discussed water, and their Engineer said we may not have enough for both our plans and selling it to others- how much we could sell. So, there's a little setback. The Developer is going to pay for a water feasibility study. 2 things: We are going to review with Maple Plain permission, their system

to expanded, improved, enhanced, and secondly, what it would look like to develop our own system?

Dumas- Would we have to put in a treatment plant?

Kaltsas – We would have to have something. If Independence has their own, it could just be storage and chemical treatment but not full water treatment. What does it look like for well and tower system and what does it cost for both?

7. Adjourn.

Motion by Thompson, seconded Volkenant by to adjourn.

Meeting adjourned at 8:21 p.m.

Respectfully Submitted,
Linda Johnson/ Recording Secretary

MINUTES OF A REGULAR MEETING OF
THE INDEPENDENCE CITY COUNCIL
TUESDAY, MARCH 4, 2025 – 6:30 P.M.
City Hall Chambers

1. CALL TO ORDER

Pursuant to due call and notice thereof, a regular meeting of the Independence City Council was called to order by Mayor Spencer at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE.

Mayor Spencer led the group in the Pledge of Allegiance.

3. ROLL CALL

PRESENT: Spencer, Betts, McCoy

ABSENT: Grotting, Fisher

STAFF: City Administrator Kaltsas, Administrative Services Director Simon, Public Works Supervisor Ben Lehman

VISITORS: City Attorney Vose, Bill Stoddard, Bob Topp.

4. ****CONSENT AGENDA****

All items listed under Consent Agenda are considered to be routine by Council and will be acted on by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Approval of City Council Minutes from the February 18, 2025, Regular City Council Meeting.
- b. Approval of Accounts Payable; (Batch #1 - Checks No. 23460-23465, Batch #2 - Checks No. 23466-23480, Batch #3 - Checks No. 23481-23494 and Batch #4 - Checks No. 23495-23505).).
- c. Approval of annual liquor/tobacco license renewals for the following establishments:
 - i. Ox Yoke Inn - Off Sale, On Sale and Sunday License
 - ii. Windsong Farm Golf Club LLC - Off Sale, On Sale, Sunday and Tobacco License
 - iii. Pioneer Creek Golf LLC - On Sale and Sunday License
- d. Approval of a Temporary Gambling Permit – Orono Baseball Association Event on May 4, 2025.

Motion by Betts, seconded by McCoy to approve the Consent Agenda. Ayes: Spencer, Betts, and McCoy. Nays: None. Absent: Grotting, Fisher. Abstain. None. MOTION DECLARED CARRIED. 3-0

5. Set Agenda – Anyone Not on the Agenda can be Placed Under Open/Misc.

6. Reports of Boards and Committees by Council and Staff.

Betts – None

McCoy – None

Spencer attended the following meetings:

- League of Minnesota Cities/LMC Experience Conference
- lunch with Marvin
- met with Joe Baker and a resident about wetland violation

Simon – None

Kaltsas – None

7. **PUBLIC HEARING:** City Council Consideration of the City’s Street Reconstruction Plan for the years 2025-2029 (the “Plan”) and the issuance of general obligation street reconstruction bonds in an estimated aggregate principal amount not to exceed \$2,000,000 (the “Bonds”).

Tammy – Northland Public Finance serving as an advisor. In order to issue general obligation bonds for the street reconstruction plan, you must have specific authority. When there are no assessments or when less than 20%, in order to issue street reconstruction bonds, you must hold Public Hearing (doing tonight), then a resolution, and must not to exceed \$2 million but no more than that without having another Public Hearing. This resolution is subject to reverse referendum and was published in the paper. Voters would have 30 days to file petition and would require 5% of previous municipal election to call it to a vote. Tonight is about taking action related to authority to issue bonds up to \$2 million. Later there will be another council meeting about the sale of bonds.

Kaltsas – We’re working on those plans trying to find the exact amount and figuring out what the bid looks like. We have made it known that we will be doing bids and reached out to a few. This is unique, not many cities go out for 50,000 tons of gravel road. Lots of cities do bituminous. We feel good about bidding environment to initiate that bid with an award at end of April/early May aiming for the \$1.8-2 million mark.

Public Hearing Opened

McCoy seconded by Betts to close Public Hearing. Ayes: Spencer, Betts, and McCoy. Nays: None. Absent: Grotting, Fisher. Abstain. None. MOTION DECLARED CARRIED. 3-0

- a. **RESOLUTION No. 25-0304-01** – Approving the City’s 2025-2029 Street Reconstruction Plan.

Motion by Spencer, seconded by McCoy to approve Resolution 25-0304-01 approving a street reconstruction plan and authorizing the issuance of general obligation street reconstruction bonds. Ayes: Spencer, Betts, and McCoy. Nays: None. Absent: Grotting, Fisher. Abstain. None. MOTION DECLARED CARRIED. 3-0

8. A proposed text amendment to the City of Independence Ordinance as follows:

Kaltsas – This comes to Council after being considered by Planning Commission and recommended for approval to Council. There are two pieces of this. Rules were drafted last summer, provided parameters to regulations to businesses. Cities have authority with zoning regulations (where they’re allowed within the

city) and ordinances for registration of cannabis businesses. We have ability to adopt or leave the authority to the county (Hennepin). We are recommending authority be maintained by the City. The ordinance for zoning was discussed by Planning Commission but they did not review cannabis business registration as that authority is outside their role and is the City Council's. For Land use: We can't prohibit, however we can regulate which parts of the city by zoning they can go to. We can have buffers around certain land uses. The City looked at land uses that we have guided by the Comprehensive Plan, and Planning Commission reviewed all cannabis uses being regulated by Cannabis Management (listed in table and in the ordinance as Definitions). Types of uses are Retail, Non-retail Uses, Lower Potency Hemp Retailers, and Full Potency Hemp Retailers. Low Potency Hemp Retailers (no more than 5mg THC) would be seen as a tobacco shop, brewery with infused seltzer or beer, etc., & liquor store (infused/edible), these are more common. Low Potency, Full Potency Retail (medical retail, medical dispensary, cannabis retailer), and Mezzobusinesses & Microbusinesses (both cultivate, retail). Planning Commission suggested limiting all cannabis retail to the Urban Commercial/UC zoning district (the approximately 60 acres at the intersection of County Line Rd and Hwy 12 adjacent to Delano's business district). Planning Commission thought most appropriate given lack of retail uses anywhere else in the city. There was discussion about Commercial/Light Industrial (CLI) on City Hall area and Co Rd 90 and Hwy 12. They felt that was too close to parks, residential, and other areas community members drive through frequently. They recommended for Council that all cannabis businesses only located in Urban Commercial/UC. Other types (cannabis event organizer, manufacturer, testing facility, medical organizer, wholesaler, where they don't have direct retail sales) they felt could go Commercial Light Industrial/CLI or Urban Commercial/UC warehouse offices. They also discussed Agricultural/AG district (2/3 of Independence) and felt that there was no reason to open it up to this district as we don't yet know enough and how they produce. The cannabis type is becoming more technical. We're talking about inside growing, regulated. Planning Commission doesn't want AG to be included. Maybe in the future when we know more. Cities less than 12,500 population can limit Full Potency retail business to (1). Planning Commission has recommended we limit to (1). We can limit to (3) for Low Potency Hemp Edible Businesses. Other businesses like Testing, Wholesalers, those are not regulated for numbers, just locations. Planning Commission is recommending Conditional Use Permit/CUP uses, not permitted uses. The City can be more involved to see what it entails. We talked about a buffer and if it makes sense. Commercial Light Industrial/CLI does have some overlap with Pioneer Park. Based on Planning Commission recommending not utilizing Commercial Light Industrial/CLI. The buffer is not needed and would hurt any other retailers that want to lease the existing buildings. All retail is only Urban Commercial. Only Conditional Use Permit/CUP.

The 2nd piece is the Registration ordinance drafted as a model ordinance to say that cities have the ability to regulate through registration to a retail business that (1) has a valid license through Office of Cannabis Management/OCM; (2) has paid the registration fee or renewal fee (if applicable); (3) is found to be in compliance with the requirements of the Cannabis Act at any preliminary compliance check; and (4) if applicable, is current on all property taxes and assessments. This is similar to how we issue liquor licenses and tobacco licenses. We can't make lots of money on it, we're limited on that. We do the background checks and can do annual minor sales investigations. Maple Plain also adopted the same ordinance so West Hennepin Public Safety would appreciate the same rules across both cities. We are not making this up. We are taking model ordinances and learn what we can and can't do. I anticipate us talking about this again once everyone understands more.

Attorney Vose – Great overview and summarizing limitations which are pretty consistent across other cities. The registration piece is tied to your ability to impose the limits of (1) for cities with less than 12,500 population limit on retail establishments. We have to do Registration in order to impose limit.

Betts – I read something about a bunk house and sleeping quarters.

Kaltsas – I show definitions above the new definitions to show where it is in our ordinances. We still have a definition. We don't allow them as a use, we just define them in our ordinance. Bunkhouses are not permitted. Just because something is defined does not mean it is permitted. That's a very good question.

McCoy – I am very uncomfortable without buffers although we're limiting to that Urban Commercial/UC area out by Delano. There is a church on County Line Rd. Daycares, churches. If something falls in these categories, I would like it already in the ordinance if someone comes in for licensing. Secondly, if we have buffer in there, and we have a business and we have a daycare or treatment facility, etc., does that force them out or do they stay because they were there first?

Kaltsas – If we enact buffers and it's applicable (it's within 500 ft), so if we have a church or daycare coming to an area and they have the 500 ft buffer, if they're there, then the buffer would be applicable to any new business and couldn't come into that 500 ft. buffer. If the business was existing today prior to the enactment, it would be grandfathered in, and we couldn't push them out.

McCoy – The Methodist and Lutheran churches could fall into that buffer zone.

Spencer – Delano United is closer

Kaltsas – Delano United might be and would have to be a daycare.

McCoy - I feel strongly churches should be included in this because they often have more youth activities going on sometimes more than daycares or in parks.

Spencer – If we put a buffer around that (Delano United), it would exclude most of the area.

Kaltsas – It would exclude the Northern part but not the SE corner. 500 ft from Delano gets us to Hwy 12. It would exclude the entirety of the northern piece of our Urban Commercial/UC district meaning that we're limiting it to just the SE corner of County Line & Hwy 12.

Spencer - Is it legal to limit it to that small of an area for opportunity?

Vose – Honestly, I don't know. That will be one of the many things tested. Legislature has said you have the authority to establish these buffers and the consequence of that are to very much limit and know your position will be that we've been authorized to do that. The fact that you are going to require a Conditional Use Permit/CUP for all these gives you a stronger argument.

Kaltsas – It leaves about 40 acres if placing buffer. The buffer issue would be an issue on community park. There's no daycare now at the Delano Community Church. Planning Commission said we don't want to restrict like Sam's new business from non-retail users because they could be a viable business for them.

McCoy – I'm mostly concerned with retail. I don't know if it crosses city boundaries. There could be a daycare across from County Line Rd. I'm uncomfortable with it without buffers.

Vose – This isn't a race yet. We are getting closer, but you can make a revision and bring it back.

Spencer – I kind of agree. I was going to bring up Delano United Methodist. I don't think they are doing anything now, so it's currently just their Sunday School and childcare during their services. But Light of Christ does HeadStart. If they were to move to Methodist, it would be in the buffer. I would like to see that in there. We may be overly restrictive but at least we have a place holder in there.

McCoy – If they come in there for Conditional Use Permit/CUP, at least it's in our ordinance.

Spencer – Can we add the buffer around places of worship that offers childcare or other than just during their Sunday services, I'd like to see that, too.

Kaltsas – Yes, we can add that and bring it back. We wouldn't add the park language but would add 500 ft buffer from churches and childcare. Could we adopt the Registration ordinance?

Vose – The first to occur is parties seeking registration. Move forward with that.

McCoy – I wish we could charge the same as on-sale liquor.

Kaltsas – Because it is regulated by the state, it's 50% of state fees or less. \$2,500 for Full and \$1,500 for Low Potency which are pretty nominal fees.

Spencer – So we’re going to Table Ordinance No. 2025-01 and Ordinance No. 2025-02. What’s the purpose of the 2nd part of each one?

Kaltsas – So we publish a single page summary saving cost.

Spencer - We adopt the ordinance but publish the summary.

Vose – We technically to prove a summary publish change to resolution summary.

Would we change the number to 2025- adopt as a resolution 25-0304-02 (Ordinance 2025-03 stays the same).

- a. **ORDINANCE No. 2025-01** – Considering a text amendment to Chapter V, Sections 510 and 530 of the city’s zoning ordinance relating to regulations governing cannabis businesses. The ordinance amendment will consider establishment of regulations pertaining to the definitions associated with a cannabis business and the permitted zoning district and associated standards.

TABLED

- b. **SUMMARY ORDINANCE No. 2025-02** – Considering approval of a summary ordinance for publication.

TABLED

- c. **ORDINANCE No. 2025-03** – Considering a text amendment to Chapter XI, Establishing Section 1101 of the city’s zoning ordinance relating to regulations governing cannabis retail business registration. The ordinance amendment will consider establishment of regulations pertaining to the licensing and registration of cannabis businesses.

Ordinances No. 2025-01 and 2025-02 were both tabled tonight, so the number for this was correctly changed.

Motion by McCoy, seconded by Betts to approve Ordinance No. 2025-01 amending Independence City Code regarding Cannabis Retail Business Registration. Ayes: Spencer, Betts, McCoy. Nays: None. Absent: Grotting, Fisher. Abstain. None. MOTION DECLARED CARRIED. 3-0

- d. **RESOLUTION SUMMARY No. 25-0304-02** – Considering approval of a summary ordinance for publication.

Council discussed this must be a resolution not an ordinance.

Motion by McCoy, seconded by Betts to approve Resolution No 25-0304-02 approving publication of a summary of the cannabis retail business registration ordinance. Ayes: Spencer, Betts, and McCoy. Nays: None. Absent: Grotting, Fisher. Abstain. None. MOTION DECLARED CARRIED. 3-0

May have to bring it back 4/5 vote.

McCoy, seconded by Betts 3-0

Motion by McCoy, seconded by Betts to ???. Ayes: Spencer, Betts, McCoy. Nays: None. Absent:

Grotting, Fisher. Abstain. None. MOTION DECLARED CARRIED. 3-0

9. Open/Misc.

10. Adjourn.

Motion by McCoy, seconded by Betts to adjourn the meeting at 7:13 pm.

City of Independence

Request for a Conditional Use Permit and Site Plan Approval to Allow a New Telecommunications Tower on the Property Located at 87 McCulley Road

<i>To:</i>	Planning Commission
<i>From:</i>	Mark Kaltsas, City Planner
<i>Meeting Date:</i>	March 18, 2025
<i>Applicant:</i>	Buell Consulting, LLC – on behalf of Verizon
<i>Owner:</i>	Larry and Susan Vensel
<i>Location:</i>	87 McCulley Rd.

Request:

Buell Consulting, LLC – on behalf of Verizon (Applicant) and Larry and Susan Vensel (Owner) requests that the City consider the following action for the property located at 87 McCulley Rd., Independence, MN (PID No. 36-118-24-44-0009):

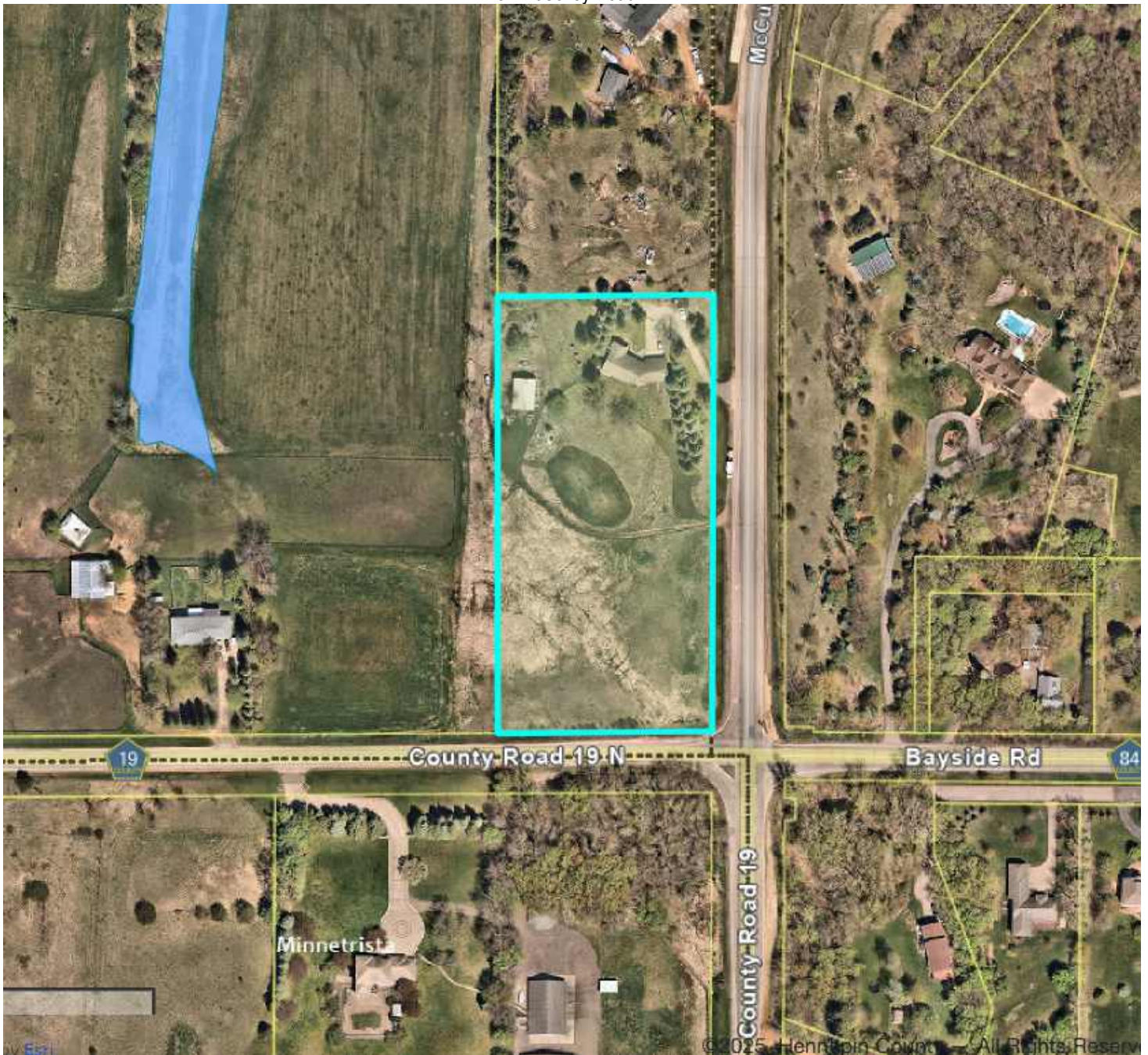
- a. A Conditional Use Permit to allow a new telecommunications tower on the subject property.
- b. Site plan review and conditional use permit to allow a new 180-foot-tall telecommunications tower on the subject property.

Property/Site Information:

The property is located at the NW corner of County Road 19 and McCulley Road. The property is comprised of the existing house and one accessory structure. The property has rolling terrain. The property has the following characteristics:

Property Information for 87 McCulley Road
Zoning: *Agriculture*
Comprehensive Plan: *Rural Residential*
Acreage: 4.06 Acres

87 McCulley Road

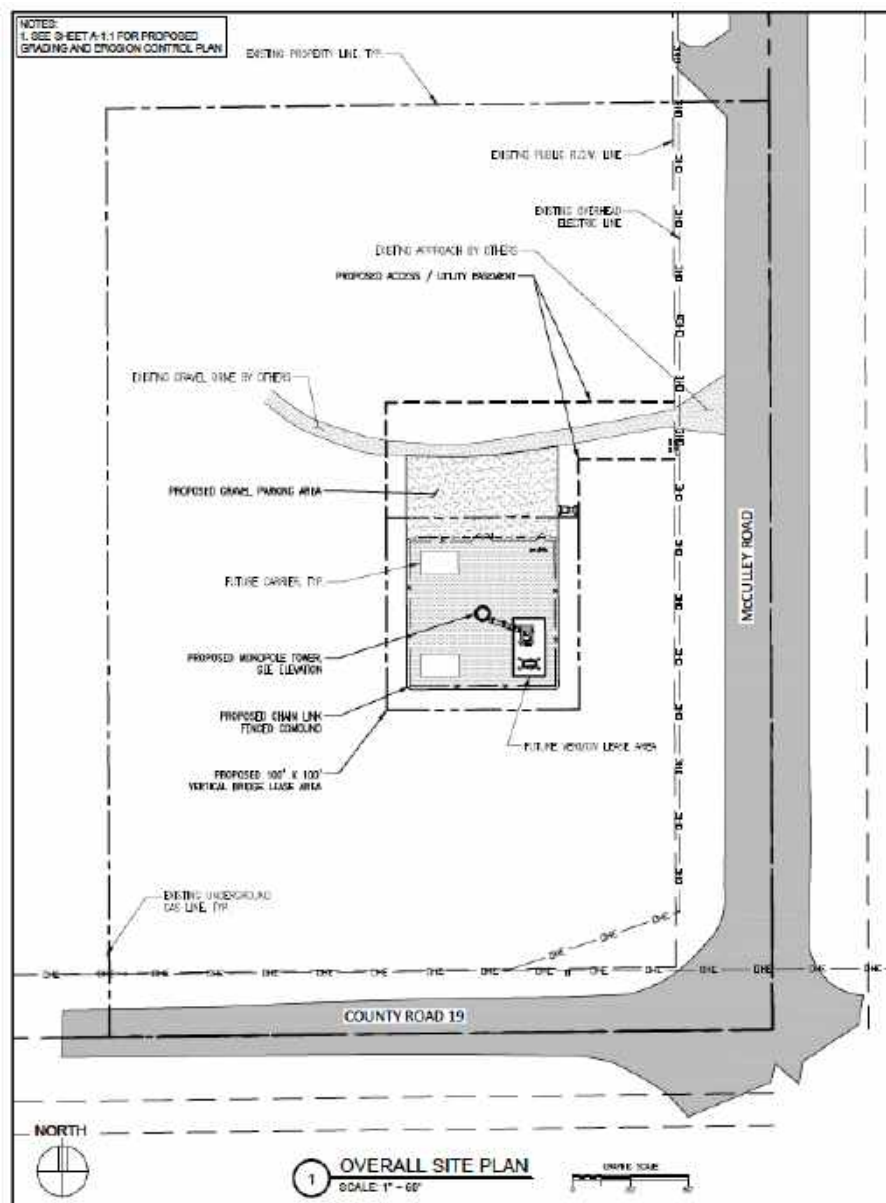


Discussion:

The applicant is seeking a conditional use permit and site plan approval to allow a new telecommunications tower and accessory structure to be located at the base of the tower. The City has criteria relating to the location (setbacks), site improvements and landscaping for new telecommunications tower development.

The proposed tower is a monopole type structure that would be 180 feet in height. The required setback from the property line is equal to the height of the tower or an engineer specifies in writing that the collapse of the tower will occur within a lesser distance under reasonably foreseeable circumstances. The applicant has provided a sealed engineers opinion that the proposed tower would fall within a 90' radius of the base of the tower. The maximum height allowed for a telecommunications tower is 185 feet. In this case, the requisite setback of the tower is 100' feet from the east property line. The proposed tower location meets the requisite setbacks from the nearest property line.

The applicant is proposing to construct a gravel access drive from the existing driveway to the proposed site. The applicant is proposing to fence in a 75' x 75' equipment area at the base of the tower. The enclosed area would contain the equipment needed to operate the tower.



Telecommunications Towers must comply with the following standards:

540.09. Performance standards.

Subd. 1. *Co-location capability.* Unless the applicant presents clear and convincing evidence to the city council that co-location is not feasible, a new tower may not be built, constructed or erected in the city unless the tower is capable of supporting at least two telecommunications facilities comparable in weight, size, and surface area to each other.

Subd. 2. *Setback requirements.* A tower must comply with the following setback requirements:

- (a) A tower must be located on a single parcel having a dimension equal to the height of the tower, as measured between the base of the tower located nearest the property line and the actual property line, unless an engineer specifies in writing that the collapse of the tower will occur within a lesser distance under reasonably foreseeable circumstances.
- (b) Setback requirements for towers are measured from the base of the tower to the property line of the parcel on which it is located.

Subd. 3. *Engineer certification.* Towers must be designed and certified by an engineer to be structurally sound and in conformance with the Uniform Building Code, and any other standards set forth in this Code.

Subd. 4. *Height restriction.* A tower may not exceed the lesser of 185 feet in height or a height equivalent to ten feet more than the distance from the base of the tower to the nearest point of any property line. Measurement of tower height must include the tower structure itself, the base pad, and any other telecommunications facilities attached thereto. Tower height is measured from grade.

Subd. 5. *Lighting.* Towers may not be artificially lighted except as required by the Federal Aviation Administration. At time of construction of a tower, in cases where there are residential uses located within a distance that is three times the height of the tower from the tower, dual mode lighting must be requested from the Federal Aviation Administration. Notwithstanding this provision, the city may approve the placement of an antennae on an existing or proposed lighting standard, provided that the antennae is integrated with the lighting standard.

Subd. 6. *Exterior finish.* Towers not requiring Federal Aviation Administration painting or marking must have an exterior finish as approved in the site plan.

Subd. 7. *Fencing.* Fences constructed around or upon parcels containing towers, antenna support structures, or telecommunications facilities must be constructed in accordance with the applicable fencing requirements in the zoning district where the tower or antenna support structure is located, unless more stringent fencing requirements are required by Federal Communications Commission regulations.

Subd. 8. *Landscaping.* Landscaping on parcels containing towers, antenna support structures or telecommunications facilities must be in accordance with landscaping requirements as approved in the site plan. Utility buildings and structures accessory to a tower must be architecturally designed to blend in with the surrounding environment and to meet setback requirements that are compatible with the actual placement of the tower. Ground mounted equipment must be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and complements the character of the surrounding neighborhood.

Subd. 9. *Accessory buildings and equipment.* No more than one accessory building is permitted per tower. Accessory buildings may be no more than 300 square feet in size. Telecommunications facilities not located on a tower or in an accessory building must be of stealth design.

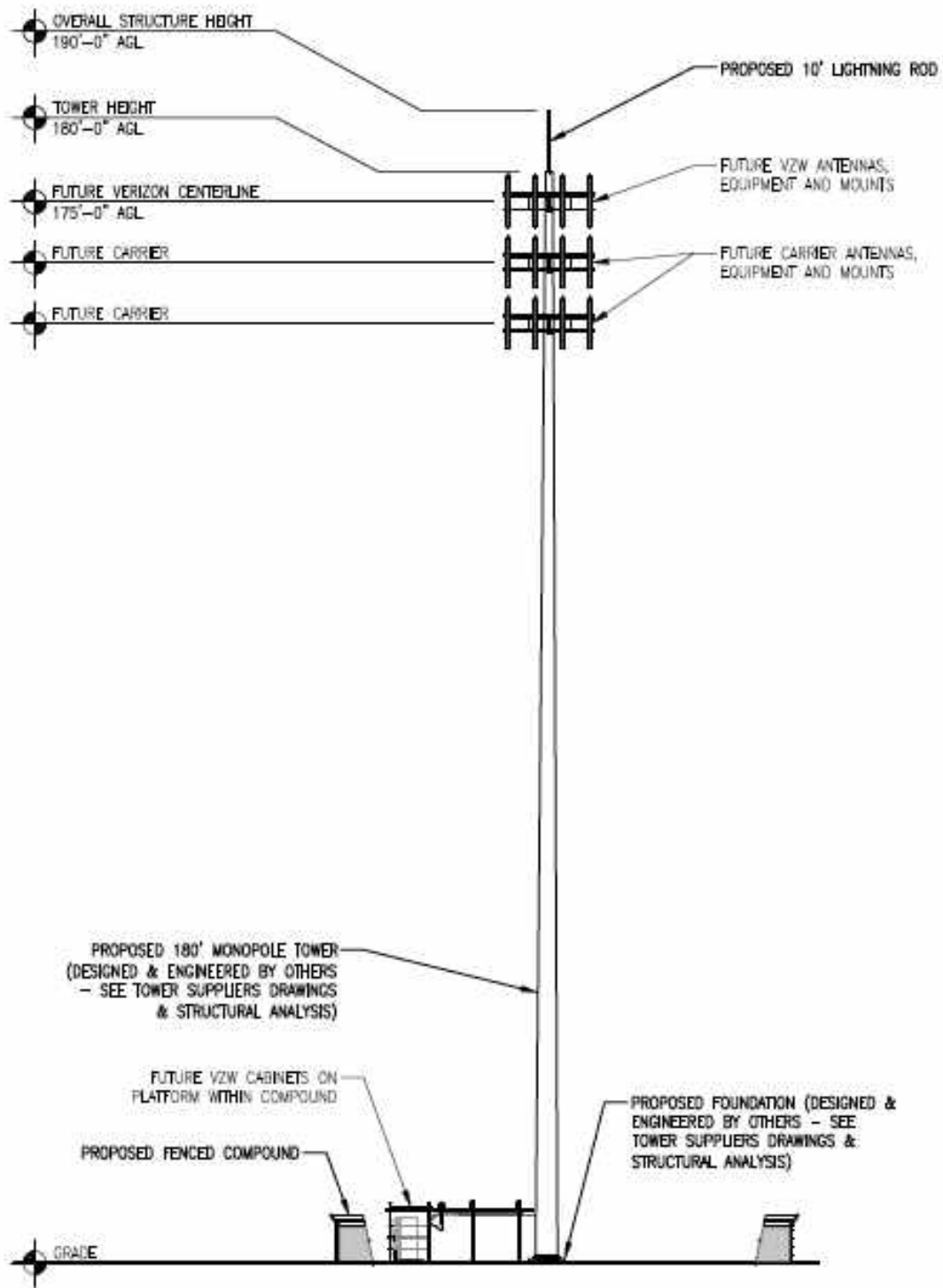
Subd. 10. *Security.* Towers must be reasonably posted and secured to protect against trespass. All signs must comply with applicable sign regulations.

- Subd. 11. *Design.* Towers must be of stealth design as approved in the site plan unless the city determines that such design is infeasible due to the lack of comparable vertical structures in the vicinity of the proposed site.
- Subd. 12. *Non-tower facilities.* Telecommunications facilities not attached to a tower may be permitted as an accessory use to any antenna support structure at least 75 feet in height (except residential occupancies of three stories or less), or any existing tower, regardless of any other provision of this Code, provided that the owner of the telecommunications facility, by written certification to the building official, establishes the following facts at the time plans are submitted for a building permit:
- (a) That the height from grade of the telecommunications facilities and antennae support structure does not exceed the maximum height from grade of the antenna support structure by more than 20 feet;
 - (b) That the antenna support structure and telecommunications facilities comply with the Uniform Building Code;
 - (c) That the telecommunications facilities located above the primary roof of an antenna support structure are set back one foot from the edge of the primary roof for each one foot in height above the primary roof of the telecommunications facilities. This setback requirement does not apply to antennas that are mounted to the exterior of antenna support structures below the primary roof, but that do not protrude more than six inches from the side of the antenna support structure.
- Subd. 13. *Removal of towers.* Abandoned or unused towers and associated above-ground facilities must be removed within 12 months of the cessation of operations of the telecommunications facility at the site unless an extension is approved by the city council. Any tower and associated telecommunications facilities that are not removed within 12 months of the cessation of operations at a site are declared to be public nuisances and may be removed by the city and the costs of removal assessed against the property pursuant to section 2010 of this Code.

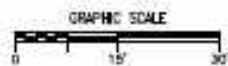
The city has completed a detailed review of the plans and would note that there are several items that should be further considered relating to the conditional use permit and site plan approval. The following issues should be noted by the City:

1. The proposed tower has the following setbacks:
 - a. East Property Line: 100'
 - b. South Property Line: 190'
 - c. West Property Line: 282'
 - d. North Property Line: 245'
2. The proposed tower has the following characteristics:
 - a. Tower Type: Monopole
 - b. Tower Height: 180'
 - c. Lightning Rod Height: 190'

Note that the proposed height of the tower exceeds the setback to the nearest property line. The applicant is proposing that the increased height be considered due to the reduction in setback resulting from the engineer's certification of the decreased tower fall zone.



2 TOWER ELEVATION
SCALE: 1" = 30'-1



3. The applicant is proposing to locate equipment within cabinets at the base of the tower. The City requires that all towers and associated structures accessory to the tower must be of stealth design and blend into the surrounding environment.

Subd. 8. Landscaping. Landscaping on parcels containing towers, antenna support structures or telecommunications facilities must be in accordance with landscaping requirements as approved in the site plan. Utility buildings and structures accessory to a tower must be architecturally designed to blend in with the surrounding environment and to meet setback requirements that are compatible with the actual placement of the tower. Ground mounted equipment must be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and complements the character of the surrounding neighborhood.

Subd. 11. Design. Towers must be of stealth design as approved in the site plan unless the city determines that such design is infeasible due to the lack of comparable vertical structures in the vicinity of the proposed site.

The proposed tower is a monopole type tower that is typical of other telecommunications towers in the City. The proposed equipment at the base of the tower is also typical of similar to that located at the base of other towers in the City. The City will need to determine if any additional stealth type design should be implemented on this site. One item to consider would be requiring all equipment to be located within an enclosed structure.

In addition to the equipment cabinets, the applicant is proposing a future generator within the fenced area. Most generators associated with cellular towers within the city are enclosed in a building to mitigate noise. Staff will seek additional direction from Planning Commissioners relating to the design of the tower and associated accessory structures.

4. The proposed tower is 180 feet in height. The drawings provided also indicate a lightning rod that extends an additional 10' above the top of the tower. The city's current ordinance does not differentiate this structure from the tower. The maximum height of a tower including any additional apparatus is 185'. The applicant will need to revise the plans to reduce the lightning rod height to comply with the maximum allowed height.
5. It should be noted that base of the proposed tower (elevation 978.7) sits approximately 20' below the adjacent McCulley Road centerline elevation (998.9) and approximately 13' below the elevation of the adjacent CSAH 19 (991).
6. The applicant has provided the City with verification of the need for the proposed tower (see attached letter and coverage map).
7. The City requires all towers to be able to accommodate colocation. The applicant has provided a letter from an engineer verifying that the proposed tower can accommodate a second set of antennas on this tower. In addition, the City requested that the applicant provide a "ghost" plan

indicating the probable location of a second lease on the site. The applicant has provided this information, and it confirms that the tower and site can accommodate colocation.

8. The applicant is proposing to screen the site utilizing a 6' tall chain link fence with white vinyl slats and barbed wire on top of fence. The proposed fence will not be in keeping with the most recently developed tower sites in the city. The city will want to see a more decorative and architecturally compatible fence installed on this site (i.e., cedar board on board, black vinyl, etc.). It is also recommended that the fence height be increased to 8' in order to more adequately screen the proposed tower base and equipment.
9. The applicant did not provide a landscape plan with the submittal. The city will want to see landscaping provided around the base of the proposed fenced enclosure. This should include a combination of evergreen and deciduous trees and planting. Staff can work with the applicant to prepare a landscape plan that will more adequately screen the base equipment enclosure.
10. No site lighting is proposed on the plans submitted to the city. Any future lighting will need to comply with the City's lighting ordinance.
11. The applicant has provided the City with a copy of relevant portions of a lease signed by the applicant and property owner(s), requiring the applicant to remove the tower and associated telecommunications facilities upon cessation of operations on the leased site, or, if a lease does not yet exist, a written agreement to include such a provision in the lease to be signed. The applicant will need to submit the signed copy of this document upon its execution.
12. The applicant will need to obtain all applicable approvals from the Minnehaha Creek Watershed District.

Several of the items noted above would require the applicant to submit revised plans. It is anticipated that these items can be completed prior to consideration by the City Council.

A request for a Conditional Use Permit must meet the requirements established for granting a Conditional Use Permit in the City's Zoning Ordinance. The criteria for granting a conditional use permit are clearly delineated in the City's Zoning Ordinance (Section 520.11 subd. 1, a-i) as follows:

1. *The conditional use will not adversely affect the health, safety, morals and general welfare of occupants of surrounding lands.*
2. *The proposed use will not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity for the proposes already permitted or on the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Existing roads and proposed access roads will be adequate to accommodate anticipated traffic.*
4. *Sufficient off-street parking and loading space will be provided to serve the proposed use.*

5. *The proposed conditional use can be adequately serviced by public utilities or on-site sewage treatment, and sufficient area of suitable soils for on-site sewage treatment is available to protect the city from pollution hazards.*
6. *The proposal includes adequate provision for protection of natural drainage systems, natural topography, tree growth, water courses, wetlands, historic sites and similar ecological and environmental features.*
7. *The proposal includes adequate measures to prevent or control offensive odor, fumes, dust, noise, or vibration so that none of these will constitute a nuisance.*
8. *The proposed conditional use is consistent with the comprehensive plan of the City of Independence.*
9. *The proposed use will not stimulate growth incompatible with prevailing density standards.*

The proposed telecommunications tower and associated base equipment are similar to those located within the City on other telecommunications tower sites. The applicant will need to provide additional screening and more architecturally compatible fencing to adequately screen the proposed equipment and associated site improvements. Adding landscaping to the site perimeter will further mitigate the impacts of the proposed equipment and building.

In the existing zoning district, telecommunication towers are permitted as a conditional use. Telecommunications towers are often difficult to locate and therefore considered by cities due to the height of the towers and potential visual impact to surrounding properties. There are several residential and agricultural properties that are directly adjacent to the subject property. The property is located at the intersection of two county roads with higher levels of traffic. Resulting traffic, noise, and other measurable impacts should not be incrementally amplified as a result of the proposed telecommunications tower and associated base site improvements. The Planning Commission will need to determine if the requested conditional use permit and site plan meet all of the aforementioned conditions and restrictions as well as the criteria for granting a conditional use permit.

Neighbor Comments:

The City has not received any written comments regarding the proposed amendment to the conditional use permit and site plan approval.

Recommendation:

Staff is seeking a recommendation from the Planning Commission for the request for a conditional use permit and site plan approval. Should the Planning Commission make a recommendation to approve the requested actions, the following findings and conditions should be considered:

1. The proposed conditional use permit and site plan review meet all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
2. The conditional use permit will be reviewed annually by the City to ensure conformance with the conditions set forth in the resolution.

3. This conditional use permit will approve a monopole tower with a maximum height of 180 feet and the associated accessory equipment, site improvements and landscaping (as indicated on the approved site plan).
4. Prior to consideration by the City Council, the applicant shall complete the following items:
 - a. Completion of all comments provided within the report and or prepared by the city.
 - b. Completion of all comments and conditions made by the Planning Commission during their review of the Conditional Use Permit and Site Plan.
 - c. Prepare a landscape plan that will be reviewed by staff to ensure adequate screening of the base equipment enclosure area.
 - d. Obtain all applicable approvals by Minnehaha Creek Watershed District.
5. The applicant shall pay for all fees associated with the City's processing and review of the Conditional Use Permit and Site Plan Review.

Attachments:

1. Applicant Application and Narrative
2. Proposed Plan Set
3. Need Verification Letter and Graphic
4. Colocation Verification
5. Engineers Fall Zone Verification

Aerial Photographs

87 McCulley Road (Looking northwest)



87 McCulley Road (Looking southwest)



87 McCulley Road (Looking northeast)





**CITY OF
INDEPENDENCE
MINNESOTA**

Date Submitted: 01-28-2025

Applicant Information

Name: Karl A Gerber

Address: 9973 Valley View Rd.
Eden Prairie, Minnesota
55344

Primary Phone: 715-415-4528

Email: kgerber@buellconsulting.com

Owner Information

Name: Larry Vensel

Address: 87 McCulley Rd.
Maple Plain, Minnesota
55359

Primary Phone: 763-300-2738

Email: NA@NA.COM

Property Address:

PID:

Planning Application Type: Conditional Use Permit

Description:

Supporting Documents: Site Survey (Existing Conditions), Site Survey (Proposed Conditions), Building Plans, Construction Plans, Preliminary/Final Plan

Signature:

Karl Gerber



BUELL CONSULTING, INC.
720 Main Street, Suite 200
Saint Paul, MN 55118
(651) 361-8110
www.buellconsulting.com

Monday, December 2nd, 2024

City of Independence, MN
Department of City Planner
Attn: Mr. Mark Kaltsas, City Administrator/Planner
1920 County Rd 90
Independence, MN 55359

RE: CUP Application for New Tower Site – Vertical Bridge 500 II LLC ref. US-MN-5154 / City of Independence Property: Hennepin County PID 36-118-24-44-0009, S 632 FT OF W 295 FT OF E 345 FT OF SE 1/4 OF SE 1/4

Dear Mr. Kaltsas, City of Independence, and the Department of City Planner, on behalf of Vertical Bridge 500 II LLC, Buell Consulting, Inc. hereby submits a Conditional Use Application for a Communications Tower on the property within Hennepin County PID 36-118-24-44-0009 owned by Larry and Susan Vensel.

Enclosed with this letter are the following items:

- Zoning Narrative (see immediately following pages) explaining how our proposed project complies with the City of Independence's Zoning Ordinance
- CUP application fee check in the amount \$2,000
- CUP application form completed and signed by me, on behalf of the applicant, Vertical Bridge 500 II LLC, and the property owner
- Site Plans by Design 1 with lease area's legal description
- Copy of lease agreement between Vertical Bridge (tenant) and Larry and Susan Vensel (landowners)
- Sworn statement from Verizon regarding colocation is not feasible on any nearby structures
- Certified engineers fall zone letter

Please do not hesitate to call for any clarifications or additional questions related to any of the CUP application materials. So that we can monitor various internal and external deadlines, including but not limited to the deadline for approval of this application. Please confirm that this application is complete or, if it is not complete, please provide a detailed description of the required information that is incomplete so we may address it and get the additional required information.

Sincerely,

Karl Gerber

Site Development Agent on behalf of Vertical Bridge 500 II LLC
Phone : 715-415-4528
Email : kgerber@buellconsulting.com

Encl.

Zoning Narrative

Conditional Use Permit Application for a New Communication Tower

Hennepin County PID 36-118-24-44-0009

This zoning narrative is included to state how our application complies with the City of Independence Zoning Ordinance (cited ordinance language is in *blue italics*, our responses are in normal font).

Communication Tower Use Overview:

Our proposed use is located on a parcel zoned as Agricultural within the City of Independence. According to Chapter V – Planning and Land Use Regulations, Section 540. Zoning: Telecommunications Towers and Facilities, Subsection 54.05 Development of towers; approvals required. A tower is a conditional use in all zoning districts within the city. A tower may not be constructed in any district unless a conditional use permit has been issued by, and site plan approval obtained from, the city council, and a building permit has been issued by the building official. The proposed site is ideal for a cell tower because there is a gap in coverage in the area. The proposed tower will provide communication needs for local area residents in Independence, Minnetrista, and Orono. It will also help provide coverage for people traveling along County Rd. 19, McCulley Rd., North Shore Dr., Bayside Rd., Arm Dr., Branch Rd., Watertown Rd., County Rd. 110, and Highway 12

540.07. Application Process:

Subd. 2. An application to develop a tower must include:

- (a) Name, address and telephone number of the applicant;*
Please see attached completed application.
- (b) Name, address and telephone numbers of the owners of the property on which the tower is proposed to be located;*
Please see attached completed application.
- (c) Legal description of the parcel on which the tower is proposed to be located;*
You will find the legal description in the attached CDs.
- (d) Written consent of the property owner(s) to the application;*
Please see attached redacted version of the lease showing owner's consent.
- (e) A scaled site plan depicting the parcel and proposed tower, including the proposed landscaping, camouflage, lighting and fencing;*
Please see attached CDs showing a scaled site plan depicting the parcel and proposed tower.
- (f) Written evidence from an engineer that the proposed structure meets the structural requirements of this Code;*
Please see attached CDs showing that the tower has been designed by a certified State of Minnesota engineer.
- (g) Written information demonstrating the need for the tower at the proposed site in light of the existing and proposed wireless telecommunications network(s) to be operated by persons intending to place telecommunications facilities on the tower;*
Please see attached sworn statement from an individual at Verizon who has

responsibility over the placement of the proposed wireless telecommunications tower showing the need and attesting that collocation within the applicant's search area is technically infeasible to the mobile service provider.

- (h) *A copy of relevant portions of a lease signed by the applicant and property owner(s), requiring the applicant to remove the tower and associated telecommunications facilities upon cessation of operations on the leased site, or, if a lease does not yet exist, a written agreement to include such a provision in the lease to be signed;*

Please see attached redacted version of the lease.

- (i) *Such other information as the zoning administrator reasonably requests; and*
 (j) *An application fee established from time to time by resolution of the city council.*

Please see attached check of \$2,000 for CUP fee.

540.09. Performance standards:

Subd. 1. Co-location capability. Unless the applicant presents clear and convincing evidence to the city council that co-location is not feasible, a new tower may not be built, constructed or erected in the city unless the tower is capable of supporting at least two telecommunications facilities comparable in weight, size, and surface area to each other.

Please see attached sworn statement from an individual at Verizon who has responsibility over the placement of the proposed wireless telecommunications tower showing the need and attesting that collocation within the applicant's search area is technically infeasible to the mobile service provider.

Subd. 2. Setback requirements. A tower must comply with the following setback requirements:

(a) A tower must be located on a single parcel having a dimension equal to the height of the tower, as measured between the base of the tower located nearest the property line and the actual property line, unless an engineer specifies in writing that the collapse of the tower will occur within a lesser distance under reasonably foreseeable circumstances.

(b) Setback requirements for towers are measured from the base of the tower to the property line of the parcel on which it is located.

Please see attached CDs showing that the proposed tower and lease area is on a single parcel and the attached certified engineers fall zone letter showing the tower will not collapse outside of the nearest property line.

Subd. 3. Engineer certification. Towers must be designed and certified by an engineer to be structurally sound and in conformance with the Uniform Building Code, and any other standards set forth in this Code.

Please see attached CDs showing that the tower has been designed by a certified State of Minnesota engineer meeting the standards of the Uniform Building Code and the other standards in the City of Independence Code.

Subd. 4. Height restriction. A tower may not exceed the lesser of 185 feet in height or a height equivalent to ten feet more than the distance from the base of the tower to the nearest point of any property line. Measurement of tower height must include the tower structure itself, the base pad, and any other telecommunications facilities attached thereto. Tower height is measured from grade.

Please see attached CDs showing that the proposed tower will be 180' in height with a 5' lighting rod making for an overall height of 185' and the attached certified engineers fall zone letter showing that in the extremely rare circumstance the tower does collapse it will not fall any further than half its height (92.5')

Subd. 5. Lighting. Towers may not be artificially lighted except as required by the Federal Aviation Administration. At time of construction of a tower, in cases where there are residential uses located within a distance that is three times the height of the tower from the tower, dual mode lighting must be requested from the Federal Aviation Administration. Notwithstanding this provision, the city may approve the placement of an antennae on an existing or proposed lighting standard, provided that the antennae is integrated with the lighting standard.

Tower will not be lit unless it becomes required by the FAA.

Subd. 6. Exterior finish. Towers not requiring Federal Aviation Administration painting or marking must have an exterior finish as approved in the site plan.

Please see attached CDs showing the gray exterior finish of the proposed tower.

Subd. 7. Fencing. Fences constructed around or upon parcels containing towers, antenna support structures, or telecommunications facilities must be constructed in accordance with the applicable fencing requirements in the zoning district where the tower or antenna support structure is located, unless more stringent fencing requirements are required by Federal Communications Commission regulations.

Please see attached CDs showing the proposed fencing for the compound. 6' tall chain-link fencing with barbwire on top to prevent climbing.

Subd. 8. Landscaping. Landscaping on parcels containing towers, antenna support structures or telecommunications facilities must be in accordance with landscaping requirements as approved in the site plan. Utility buildings and structures accessory to a tower must be architecturally designed to blend in with the surrounding environment and to meet setback requirements that are compatible with the actual placement of the tower. Ground mounted equipment must be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and complements the character of the surrounding neighborhood.

Please see attached CDs showing the proposed placement of ground equipment. All ground equipment proposed, or future meet the zoning districts setback requirements. The existing vegetation in the area is a grass field.

Subd. 9. Accessory buildings and equipment. No more than one accessory building is permitted per tower. Accessory buildings may be no more than 300 square feet in size. Telecommunications facilities not located on a tower or in an accessory building must be of stealth design.

Proposed site plans have no accessory building, only ground equipment. Ground equipment will be behind the compound's privacy fence.

Subd. 10. Security. Towers must be reasonably posted and secured to protect against trespass. All signs must comply with applicable sign regulations.

Please see attached CDs showing the compound to have a 6' tall fence with a no trespassing sign.

Subd. 11. Design. Towers must be of stealth design as approved in the site plan unless the city determines that such design is infeasible due to the lack of comparable vertical structures in the vicinity of the proposed site.

Please see attached site plans showing the tower being a stealth design (monopole).

Subd. 13. Removal of towers. Abandoned or unused towers and associated above-ground facilities must be removed within 12 months of the cessation of operations of the telecommunications facility at the site unless an extension is approved by the city council. Any tower and associated telecommunications facilities that are not removed within 12 months of the cessation of operations at a site are declared to be public nuisances and may be removed by the city and the costs of removal assessed against the property pursuant to section 2010 of this Code.

Please see attached redacted lease stating the tower will be removed by Vertical Bridge if it is no longer needed.

520.11. Criteria for granting a conditional use permit:

Subd. 1. An applicant for a conditional use permit must demonstrate that the proposed use meets all of the following criteria:

(a) The conditional use will not adversely affect the health, safety, morals, and general welfare of occupants of surrounding lands.

The proposed tower will not adversely affect the health, safety, morals, and general welfare of occupants of surrounding lands. The proposed tower will promote safety in the case of an emergency by providing reliable cell coverage where there currently is none a person will be able to make a call for help.

(b) The proposed use will not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or on the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

The proposed tower will not have a detrimental effect on other properties in the immediate vicinity.

(c) Existing roads and proposed access roads will be adequate to accommodate anticipated traffic.

The proposed tower will have no effect on traffic.

(d) Sufficient off-street parking and loading space will be provided to serve the proposed use.

Please see attached plans showing parking / turnaround for vehicles servicing the site.

(e) The proposed conditional use can be adequately serviced by public utilities or on-site sewage treatment, and a sufficient area of suitable soils for on-site sewage treatment is available to protect the city from pollution hazards.

Utilities are readily available and nearby for the proposed tower. No sewage needed for proposed tower.

(f) The proposal includes adequate provision for protection of natural drainage systems, natural topography, tree growth, watercourses, wetlands, historic sites and similar ecological and environmental features.

A third-party environmental team will be hired to review plans and verify the protection of natural drainage systems, natural topography, tree growth, watercourses, wetlands, historic sites and similar ecological and environmental features.

- (g) *The proposal includes adequate measures to prevent or control offensive odor, fumes, dust, noise, or vibration so that none of these will constitute a nuisance.*

The proposed tower will not produce offensive odor, fumes, dust, noise, or vibration to cause any nuisance.

- (h) *The proposed conditional use is consistent with the comprehensive plan of the City of Independence.*

The proposed tower is consistent with the City of Independence's comprehensive plan. It will be a supporting service to the City and the surrounding communities ensuring that area can grow and develop. The proposed tower will also help preserve and/or enhance local property values as it has been a common trend for new home buyers not to have a landline. Meaning quality cell service because very important to those buyers.

- (i) *The proposed use will not stimulate growth incompatible with prevailing density standards.*

The proposed tower will not stimulate growth incompatible with prevailing density standards.

Underlying district standards:

Agricultural District- 530.03. - Physical standards.

Subd. 3. Physical standards. All lots and construction thereon must meet the following physical standards:

- (a) *Minimum lot area: 2.50 acres buildable land.*

The parcel that our proposed site is located on meets this standard.

- (b) *Maximum lot area: ten acres.*

The parcel that our proposed site is located on is calculated at 4.06 acres.

- (c) *Minimum lot frontage on an improved public road or street:*

Lot area	Minimum frontage	Parcel of our proposed location
2.50—3.49 acres	^b 200 feet	NA
3.50—4.99 acres	^b 250 feet	The parcel that our proposed site is located on more than meets the minimum frontage requirements.
5.00—10.00 acres	^b 300 feet	NA

Subd. 4. Setbacks. All buildings and structures, including houses with attached garages or decks, must meet or exceed the following setbacks:

- (a) *Front yard setback: 85 feet from centerline of road.*

The proposed lease area / compound is setback 100' from the centerline of McCully Rd.

- (b) *Corner yard setback: 52 feet from right-of-way line.*

The proposed lease area / compound is setback 50' from the nearest right-of-way line.

- (c) *Side yard setback: 30 feet from side lot line.*

The proposed lease area / compound is setback 135' from the nearest side lot line.

- (d) *Rear yard setback: a e 40 feet from rear lot line.*

The proposed lease area / compound is setback 150' from the nearest rear lot line.

(e)Setback from lakes, rivers and streams: 100 feet from ordinary high mark.

There are no lakes, rivers or streams within 100 feet of proposed lease area. The nearest one is over 0.5 miles away.

(f)Setback from wetlands: ten feet from the outside edge of the required wetland buffer.

The nearest marked wetland is approximately 550 feet away from the proposed lease area. Well outside any wetland buffer zone.

Thank you for considering our proposed Conditional Use Permit Application and Submittal Package for Vertical Bridges's proposed tower facility. We believe we satisfy the requirements for the proposed cell tower facility, and we welcome any questions and comments as you review this application.

Please feel free to call me with any questions.

Sincerely,

Karl Gerber
Site Development Agent on Behalf of Vertical Bridge 500 II LLC
Buell Consulting, Inc.
720 Main Street, Suite 200
Saint Paul, MN 55118
Office/Cell: 715-415-4528
Email: kgerber@buellconsulting.com



PROJECT DESCRIPTION:
CONSTRUCTION OF TELECOMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF A CELL TOWER, SPACE FOR CARRIER EQUIPMENT, AND A UTILITY BACKBOARD WITHIN A FENCED COMPOUND. NO WATER OR SEWER IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.

CODE COMPLIANCE:
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. INTERNATIONAL BUILDING CODE

2. NATIONAL ELECTRIC CODE

3. NFPA101 LIFE SAFETY CODE

4. IFC

5. AMERICAN CONCRETE INSTITUTE

6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION

7. MANUAL OF STEEL CONSTRUCTION, 13TH EDITION

8. ANSI/TIA/EIA-222

9. TIA 607

10. INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
11. IEEE C2 NATIONAL ELECTRIC SAFETY CODE, LATEST EDITION

12. TELECORDIA GR-1275

13. ANSI/T 311

14. UNIFORM MECHANICAL CODE

15. UNIFORM PLUMBING CODE

16. LOCAL BUILDING CODE

17. CITY/COUNTY ORDINANCES

18. STATE BUILDING CODE



THE TOWERS LLC

US-MN-5154

RED OAK

87 MCCULLEY ROAD

MAPLE PLAIN, MN 55359

180' MONOPOLE TOWER



10801 BUSH LAKE ROAD

BLOOMINGTON, MN 55438

CONSTRUCTION DEPT (952) 946-4700

SITE NAME: MIN RED OAK

MDG: 5000930335

PROJECT ID: 17063174



PROJECT INFORMATION

VERTICAL BRIDGE SITE NAME:	RED OAK
VERTICAL BRIDGE SITE NUMBER :	US-MN-5154
VERIZON SITE NAME:	MIN RED OAK
VERIZON MDG:	5000930335
VERIZON PSLC:	17063174
SITE ADDRESS:	87 MCCULLEY ROAD MAPLE PLAIN, MN 55359
COUNTY:	HENNEPIN
LATITUDE (DECIMAL):	N 44.979239°
LONGITUDE (DECIMAL):	W 93.646050°
LATITUDE (DMS):	N 44° 58' 45.26"
LONGITUDE (DMS):	W 93° 38' 45.78"
GROUND ELEVATION:	978.7' AMSL
STRUCTURE TYPE:	MONOPOLE TOWER
STRUCTURE HEIGHT:	180" AGL
OVERALL HEIGHT:	190' AGL
RFDS FORM DATED:	11-14-24

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A-3	SITE PREP & GRADING NOTES AND DETAILS	
A-4:A-5	FENCE DETAILS	
A-6	SIGN DETAILS	
A-7	MISC. DETAILS	
A-8	SITE PHOTOS	VERIZON
G-1:G-3	GROUNDING NOTES, PLAN AND DETAILS	
U-1:U-2	SITE UTILITY PLANS, DETAILS AND NOTES	
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VZW A-2	RFDS INFO, MOUNTING DETAIL AND ONE-LINE DIAGRAM	
VZW A-3	CABINET AND BASE EQUIPMENT DETAILS	
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VZW A-5	GENERATOR DETAILS	
VZW G-1	GROUNDING PLAN	
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VZW U-2	VERIZON ONE-LINE ELECTRICAL DIAGRAM	

ISSUE SUMMARY

REV	DESCRIPTION	SHEET/DETAIL
A	ISSUED FOR REVIEW	ALL
B	ISSUED FOR REVIEW	ALL
C	ISSUED FOR REVIEW	ALL

CONTACTS

PROPERTY OWNER:	VENSEL FAMILY TRUST 87 McCULLEY RD MAPLE PLAIN, MN 55359
LESSOR / LICENSOR:	THE TOWERS, LLC 750 PARK OF COMMERCE DR, SUITE 200 BOCA RATON, FL 33487
LESSEE:	VERIZON WIRELESS 1701 GOLF ROAD TOWER 2, SUITE 400 ROLLING MEADOW, IA 60008 CONTACT: DANNY PEREZ EMAIL: danny.perez2@verizonwireless.com
POWER UTILITY COMPANY CONTACT:	WRIGHT HENNEPIN ELECTRIC COOP 6800 ELECTRIC DR. ROCKFORD, MN 55373 YALONDA GRANGROTH (763) 477-3007
TELCO UTILITY COMPANY CONTACT:	T.B.D.
DESIGNER:	DESIGN 1 OF EDEN PRARIE 9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-9299
STRUCTURAL ENGINEER (TOWER):	T.B.D
SITE ACQUISITION:	BUELL CONSULTING, INC. 720 MAIN ST, SUITE 200 ST. PAUL, MN 55118

DRAWING APPROVALS

JOB TITLE	NAME	DATE
VERTICAL BRIDGE		
RF ENGINEER	JORDAN ALSTAD	12/13/2024
CONSTRUCTION ENGINEER	BRIAN NELSEN	12/13/2024
TRANSPORT ENGINEER		
EQUIPMENT ENGINEER		
REAL ESTATE SPECIALIST		

PREPARED FOR:

THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT

US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:

PROJECT DESCRIPTIONS
CODE COMPLIANCE
VICINITY MAP
PROJECT INFORMATION
SHEET INDEX
ISSUE SUMMARY
DRAWING APPROVALS
CONTACTS
DRAWN BY: SJD
CHECKED BY: TAB
REV. A 11-14-24
REV. B 11-25-24
REV. C 01-23-25

VERTICAL BRIDGE CONSTRUCTION SCOPE OF WORK:

- 1.00 PERMITTING

A. CONTRACTOR IS RESPONSIBLE FOR ELECTRICAL PERMITS AND ALL REQUIRED INSPECTIONS.
- 2.00 SITE CLEARING

A. CONTRACTOR SHALL CLEAR ACCESS EASEMENT AND LEASE AREA OF ALL TREES AND STUMPS. REMOVE AND DISPOSE OF ALL DEBRIS. CONTRACTOR SHALL NOT DISTURB AREA OUTSIDE OF LIMITS OF DISTURBANCE.

B. IF REQUIRED PER UTILITY COORDINATION CONTRACTOR SHALL CLEAR UTILITY EASEMENTS OF ALL TREES AND STUMPS. REMOVE AND DISPOSE OF ALL DEBRIS.

C. CONTRACTOR SHALL INSTALL SILT FENCE PRIOR TO THE START OF CONSTRUCTION.

D. ALL DEBRIS OR MATERIALS TO BE LEFT ON SITE WILL BE CLEARED WITH THE LAND OWNER ON A SIGNED DOCUMENT.
- 3.00 ACCESS ROAD

A. CONTRACTOR SHALL COMPLETE GRAVEL ACCESS DRIVE TO TOWER COMPOUND PER CONSTRUCTION DRAWINGS OR AT A MINIMUM OF VERTICAL BRIDGE STANDARDS.

B. 18" CULVERT PIPE IS VERTICAL BRIDGE MINIMUM STANDARD UNLESS DOT ENFORCED SIZE IS REQUESTED. SEE CONSTRUCTION DRAWINGS GRADING PLAN FOR SITE CULVERT LOCATION(S) AND SIZES.
- 4.00 COMPOUND FENCE

A. CONTRACTOR SHALL INSTALL STYMIE LOCK SYSTEM AND VERTICAL BRIDGE LOCK ON COMPOUND GATE. VERTICAL BRIDGE LOCK COMBO (0951)

B. CONTRACTOR SHALL INSTALL MUSHROOM AND GATE STOPS.

C. CONTRACTOR SHALL INSTALL 50'X50'X6' CHAINLINK FENCE WITH (3) RUNS OF BARBED WIRE ON TOP FOR MONOPOLE AND GUYED TOWERS UNLESS NOTED OTHERWISE. (75'X75'X6' FENCED COMPOUND FOR SST TOWER SITES)
- 5.00 TOWER AND FOUNDATION

A. CONTRACTOR SHALL COORDINATE DELIVERY OF ANCHOR BOLTS, TEMPLATE AND TOWER STEEL WITH TOWER VENDOR.

B. CONTRACTOR SHALL UTILIZE SUPPLIED FOUNDATION DESIGN FOR TOWER. REBAR AND CONCRETE INSTALLATION SHALL BE INSPECTED AND TESTED BY A 3RD PARTY COMPANY AND SUBMIT TEST AND INSPECTION REPORTS TO VERTICAL BRIDGE. (SPOILS FROM FOUNDATION SHALL BE REMOVED FROM SITE)

C. 3 DAY / 7 DAY / 28 DAY BREAK TEST REQUIRED. BREAK TEST MUST BE SUBMITTED FOR REVIEW PRIOR TO TOWER STACK.

D. CONTRACTOR SHALL INSTALL TOWER, ALL ASSOCIATED STEP BOLTS, SAFETY CLIMB EQUIPMENT, LIGHTNING ROD, WAVEGUIDE LADDER AND ALL MISCELLANEOUS TOWER PARTS.

E. CONTRACTOR SHALL CONFORM TO SUPPLIED FAA HEIGHT VERIFICATION.
- 6.00 TOWER LIGHTING

A. TOWER LIGHTING EQUIPMENT SHALL BE INSTALLED BY LIGHTING MANUFACTURE.

B. CONTRACTOR SHALL SUPPLY AND INSTALL 100A SUB-PANEL WITH (3) 20 AMP BREAKERS FOR TOWER LIGHTING IF REQUIRED.

C. CONTRACTOR SHALL SUPPLY AND INSTALL (1) GFI OUTLET AT SUB-PANEL LOCATION FOR TOWER LIGHTING IF REQUIRED.

D. CONTRACTOR SHALL SUPPLY AND INSTALL (1) 2" CONDUIT FROM SUB-PANEL LOCATION TO TOWER LEG WITH WEATHER-HEAD IF REQUIRED.
- 7.00 UTILITY H-FRAME CONSTRUCTION

A. CONTRACTOR SHALL SUPPLY AND INSTALL A 4-GANG 800 AMP METER PANEL ON A NEW 8' H-FRAME.

B. H-FRAME TO BE CONSTRUCTED TO HOLD 4-GANG METER BASE ON FRONT WITH METERS FACING OUT OF COMPOUND.

C. H-FRAME TO BE CONSTRUCTED TO HOLD TOWER LIGHTING SUB-PANEL AND LIGHTING CONTROLLER ON FRONT ALONGSIDE METER BASE.

D. CONTRACTOR SHALL SUPPLY GFCI ALL WEATHER RECEPTACLES ON H-FRAME.

E. CONTRACTOR SHALL SUPPLY AND INSTALL 500-WATT METAL HALIDE FLOOD LIGHT 120 VOLT WITH TIMER SWITCH.
- 8.00 POWER SERVICE

A. CONTRACTOR SHALL USE PROVIDED UTILITY REPORT AND CONSTRUCTION DRAWINGS TO BID POWER FROM POWER DEMARC.

B. CONTRACTOR SHALL BE IN CONSTANT COMMUNICATION WITH POWER COMPANY UNTIL POWER IS ACQUIRED AT MULTI-METER FRAME.

C. CONTRACTOR SHALL NOTIFY UTILITY PROVIDER OF START OF CONSTRUCTION.

D. CONTRACTOR SHALL CONDUCT A SECOND POWER WALK WITH UTILITY PROVIDER AT START OF CONSTRUCTION.

E. IF CHANGES TO THE SCOPE OF WORK ARE MADE BY THE UTILITY PROVIDER AFTER CONSTRUCTION START, CONTRACTOR SHALL NOTIFY VERTICAL BRIDGE CM/PM IMMEDIATELY.
- 9.00 VERIZON TELCO/FIBER SERVICE INSTALL BY VERTICAL BRIDGE

A. CONTRACTOR SHALL SUPPLY AND INSTALL A SEPARATE HAND-HOLE AT THE ROW, AT THE COMPOUND

- AND EVERY 300' (OR AT ANY BEND) WITH 2" CONDUIT FOR THE LIT FIBER PER THE CONSTRUCTION DRAWINGS. MARK HAND-HOLES LIT FIBER

B. CONTRACTOR SHALL SUPPLY AND INSTALL A SEPARATE HAND-HOLE AT THE ROW, AT THE COMPOUND AND EVERY 300' (OR AT ANY BEND) WITH 2" CONDUIT FOR THE DARK FIBER PER THE CONSTRUCTION DRAWINGS. MARK HAND-HOLES DARK FIBER FIBER

C. FIBER TO FOLLOW ACCESS ROAD TO ROW ALWAYS!

D. CONTRACTOR TO PROVIDE AND INSTALL CARLON EXPANSION JOINT CONNECTIONS AT CABINETS/SHELTER LOCATION PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

E. CONTRACTOR SHALL PROVIDE 2" SDR-11 HDPE CONDUIT FOR FIBER CONDUIT AS NOTED ON DRAWINGS WHEN DIRECTIONAL BORING IS UTILIZED.
- 10.00 VERIZON CIVLS

A. CONTRACTOR SHALL PROVIDE LUMP SUM FEE FOR ALL VERIZON LINE ITEMS UNDER TENANT CIVLS ON BID DOCUMENT. THIS INCLUDES SET AND CONNECTIONS OF VERIZON'S EQUIPMENT/GENERATOR PADS, FUEL TANKS, EQUIPMENT/GENERATOR ELECTRICAL, TELCO/FIBER CONDUITS, EQUIPMENT GROUNDING AND ICE BRIDGE.
- 11.00 VERIZON ANTENNA MOUNT(S)

A. CONTRACTOR SHALL PROVIDE SEPARATE LINE ITEM FOR ANTENNA MOUNT INSTALLATION UNDER TENANT MOUNT. CONTRACTOR SHALL ORDER THE ANTENNA MOUNT AND CONFIRM THE ITEM DESCRIPTION THROUGH VERIZON.

B. CONTRACTOR WILL BE REQUIRED TO ORDER ANTENNA MOUNT ASAP TO AVOID ANY DELAYS TO STACK THE TOWER.

VERIZON CONSTRUCTION SCOPE OF WORK:

- 1.00 VERIZON ANTENNA AND LINES

A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TENANT L&A" FOR THE INSTALL OF VERIZON L&A INCLUDING ANY REQUIRED TESTING AND MATERIALS AS DIRECTED BY VERIZON PERSONNEL FOR A TYPICAL MARKET COLLOCATION.
- 2.00 CIVLS

A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TENANT CIVLS" FOR ALL VERIZON CIVIL WORK INCLUDING EQUIPMENT/GENERATOR/PROPANE PADS AND EQUIPMENT SUPPORTS (I.E. PLINTHS ETC.), CARRIER GROUNDING, ELECTRICAL CONDUITS & CONDUCTORS AND H-FRAME, EQUIPMENT SET AS WELL AS ANY OTHER SERVICES AND/OR MATERIALS AS DIRECTED BY VERIZON FOR A TYPICAL MARKET COLLOCATION.
- 3.00 MOUNTS

A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TENANT MOUNT" FOR PROVIDING THE MOUNT ONLY (PRICE OF MOUNT INSTALLATION TO BE INCLUDED IN "TENANT L&A").
- 4.00 STARTUP COMMISSIONING

A. CONTRACTOR SHALL PROVIDE LUMP SUM FEE UNDER BID CLARIFICATION/EXCEPTIONS SECTION FOR COMMISSIONING AND START-UPS (AS REQUIRED BY "STANDARD VERIZON INSTALL). VERIZON IS RESPONSIBLE FOR PAYMENT OF THESE SERVICES.
- 5.00 VERIZON POWER SERVICE

A. CONTRACTOR/VERIZON CM RESPONSIBLE FOR SETTING UP VERIZON'S POWER ACCOUNT OR TRANSFER OF INITIAL SERVICE ACCOUNT FROM VERTICAL BRIDGE TO VERIZON.
1. CONTRACTOR RESPONSIBLE FOR REPORTING POWER UPDATES.
2. CONTRACTOR RESPONSIBLE FOR TRACKING AND CONFIRMING METER SET.
3. PHOTO CONFORMATION REQUIRED.

B. VERIZON POWER SERVICE SHALL BE 200 AMPS

C. TYPICAL VERIZON ELECTRICAL POWER SERVICE INSTALL. SEE CONSTRUCTION DRAWINGS FOR POWER ROUTING.
- 6.00 THE DESIGNER/E.O.R. MAKES NO WARRANTY, EXPRESSED OR IMPLIED, ON THE STRUCTURAL ADEQUACY FOR PROPRIETARY BRACKETS, CLIPS, PARTS, FROM A MANUFACTURER.

CONTRACTOR NOTES

VERTICAL BRIDGE TIMELINE EXPECTATIONS

- ONCE NTP HAS BEEN ISSUED, CONTRACTOR HAS (3) BUSINESS DAYS TO PROVIDE A SCHEDULE TO VERTICAL BRIDGE CONSTRUCTION MANAGER AND PROJECT MANAGER.
- CONSTRUCTION STARTS WITHIN 7 DAYS OF NTP RECEIPT.
- DAILY SAFETY REPORTS ARE REQUIRED.
- DAILY SITE UPDATES WITH PHOTOS ARE REQUIRED.
- TOWER STACKED (OTHER) WITHIN 28 DAYS OF NTP RECEIPT.
- CLOSEOUT APPROVAL WITHIN 60 DAYS OF NTP RECEIPT.

VERTICAL BRIDGE CM NOTES

PREPARED FOR:



NOT FOR
CONSTRUCTION



9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
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PROJECT
US-MN-5154

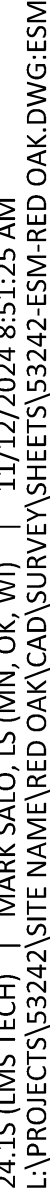
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GENERAL NOTES

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

T-2



NO	DATE	BY	CKD	APPR	COMMENT
A	11/12/2024	CDJ	MRS	MRS	CLIENT COMMENTS

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DATE ISSUED 10/30/2024	DRAWN BY CDJ
	DESIGNED BY
	CHECKED BY MRS
	PROJECT NO. 53242



LEASE AREA & UTILITY & ACCESS EASEMENT SURVEY MAP	
<p>THE TOWERS, LLC</p> <p>SITE # US-MN-5154 MIN RED OAK</p> <p>87 McCULLLEY ROAD</p> <p>MAPLE PLAIN, HENNEPIN COUNTY, MINNESOTA 55359</p>	

SHEET
1
OF 1
REV. 1

LEGEND

- [illegible]

SURVEY NOTES

1. This survey was prepared utilizing Title Commitment No. VTB-184896-C prepared by Fidelity National Title Insurance Company, bearing a commitment date of 06/30/2024 Insuring agent: Tower Title, LLC.
2. The bearing system for this survey is based on the Henepin County coordinate system, NAD83 (1986 Adjust). The east line of the SE Quarter, Section 36, Township 118N, Range 24W is assumed to bear North 00 degrees 12 minutes 53 seconds East. The originating monument utilized to establish the horizontal position of this survey was the SE corner of said section.
3. The vertical datum is based on NAVD88. The originating benchmarks are SLAUG (Elev=990.926) and V 117 RESET (Elev=1013.666), both referenced from the NGS Geodetic Database.
4. A Gopher State One Call (GSOC) request was issued on 10/11/2024 and assigned GSOC Ticket No(s). 242852643, 242852644 and 24852645. Utility information shown herein is a compilation of provided map information and those visible utilities and marked utilities which were located during the survey field work. Utility suppliers often do not respond to locate requests in the field but may provide maps, plans, and drawings in lieu of physical location. The surveyor makes no guarantees that the underground utilities shown herein comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown herein are in the exact location as indicated, although they are located as accurately as possible from the available information. The surveyor has not physically located the underground utilities. Pursuant to MS 216.D contact Gopher State One Call at (651-454-0002) prior to any excavation.
6. Subject property's address is 87 McCulley, Independence, MN 55364. The property identification number is 3611824440009.
7. The subject property zoning information was not provided.
8. The surveyed property lies within Flood Plain Zone X - 'Areas determined to be outside the 0.2% annual chance flood plain', as depicted by scaled map location and graphic plotting according to FEMA, FIRM Map No. 27053c0285F dated 11/04/2016.
9. The access and utility easement has access to McCulley Road as shown herein.
10. The lease area and access and utility easement lie completely within the parcel as described in the title commitment, being the same land vested in Lawrence F. Vensel & Susan K. Vensel, or successor(s) as Trustees of the Vensel Family Trust as described in Warranty Deed dated 10/28/2012 and recorded 12/05/2022 in Instrument No. 11617056 in Hennepin County, Minnesota.
11. Field work was completed on 10/10/2024.

SUBJECT PROPERTY

Description from title commitment:

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

The East 345 feet of the South 632 feet of the Southeast Quarter of the Southeast Quarter of Section 36, Township 118 North, Range 24 West of the 5th Principal Meridian, subject to the right of way of a public road along the South and East sides thereof.

The following notes correspond to the reference numbers listed in Schedule B, Section 2 of the title commitment.

Schedule B, Section II items per Title Commitment:

None

2. OBSERVED POSSIBLE ENCROACHMENTS

None Observed at the time of the survey

DESCRIPTION

LEASE AREA:

That part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 118 North, Range 24 West, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of said the Southeast Quarter of the Southeast Quarter of Section 36
thence North 00 degrees 12 minutes 53 seconds West, assumed bearing along the east line of said Southeast
Quarter of the Southeast Quarter, a distance of 296.83 feet; thence South 89 degrees 47 minutes 07 seconds
West, a distance of 50.00 to the intersection of the west right of way line of McCulley Road; thence continue
South 89 degrees 47 minutes 07 seconds West, a distance of 50.00 feet; thence South 00 degrees 12 minutes 53
seconds East, a distance of 100.00 feet to the point of beginning; thence North 00 degrees 12 minutes 53
seconds East, a distance of 100.00 feet; thence South 00 degrees 12 minutes 53 seconds East, a distance of 100.00 feet;
thence North 89 degrees 47 minutes 07 seconds East, a distance of 100.00 feet; thence North 00 degrees 12
minutes 53 seconds West, a distance of 100.00 feet to the point of beginning and there terminating.

Containing 10,000 s.f. or 0.2296 acres

ACCESS AND UTILITY EASEMENT:

That part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 118 North, Range 24 West, Hennepin County, Minnesota, described as follows:

Commencing at the southern corner of said the Southeast Quarter of the Southeast Quarter of Section 36 thence North 00 degrees 12 minutes 53 seconds West, assumed bearing along the east line of said Southeast Quarter of the Southeast Quarter, a distance of 296.83 feet; thence South 89 degrees 47 minutes 07 seconds West, a distance of 50.00 to the intersection of the west right of way line of McCulley Road and the point of beginning; thence continue South 89 degrees 47 minutes 07 seconds West, a distance of 50.00 feet; thence South 00 degrees 12 minutes 53 seconds East, a distance of 30.00 feet; thence South 89 degrees 47 minutes 07 seconds West, a distance of 100.00 feet; thence North 00 degrees 12 minutes 53 seconds West, a distance of 60.00 feet; thence North 89 degrees 47 minutes 07 seconds East, a distance of 150.00 feet to the intersection of the said west right of way line; thence South 00 degrees 12 minutes 53 seconds East along said west right of way line, a distance of 30.00 feet to the point of beginning and there terminating.

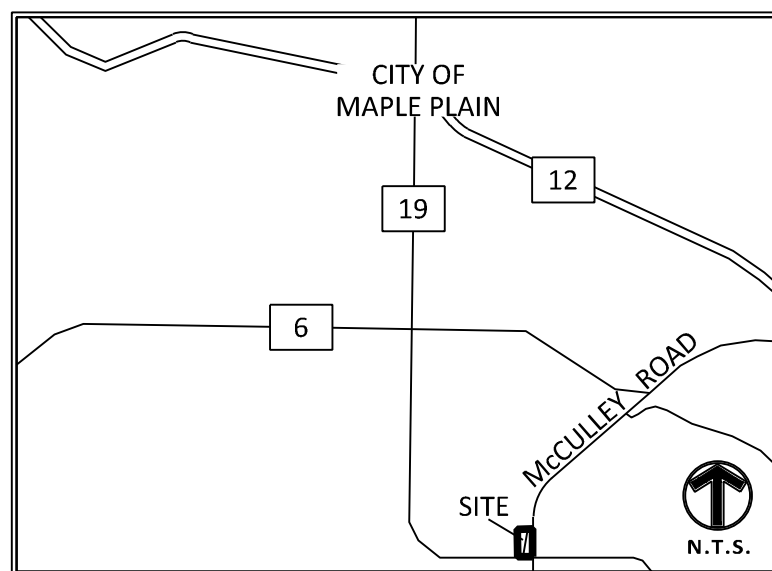
Containing 7,500 s.f. or 0.1722 acres

TOWER CENTER

TOWER CENTER	
	<u>Decimal Degrees</u>
LATITUDE:	N044.979239°
LONGITUDE:	W093.646050°
	<u>Degrees-Minutes-Seconds</u>
	N044° 58' 45.26"
	W093° 38' 45.78"

GROUND ELEVATION: 978.7 Feet (NAVD 88)

VICINITY MAP



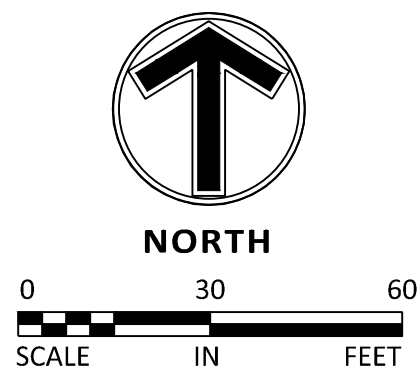
CERTIFICATION

I hereby certify to Vertical Bridge REIT, LLC, a Delaware limited liability company, its subsidiaries, and their respective successors and/or assigns, Toronto Dominion (Texas) LLC, as Administrative Agent, for itself and on behalf of the lenders parties from time to time to that certain Second Amended and Restated Loan Agreement dated June 17, 2016 with Vertical Bridge Holdco, LLC, as borrower and Vertical Bridge Holdco Parent, LLC, as parent, as may be amended, restated, modified or renewed, their successors and assigns as their interest may appear and Tower Title, LLC.

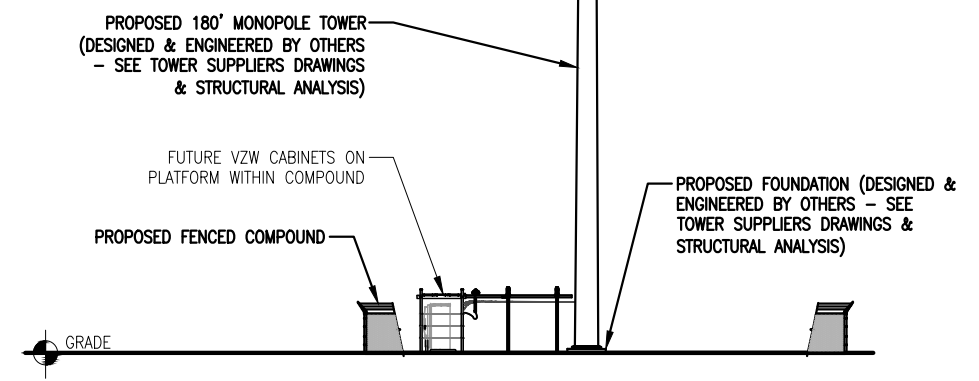
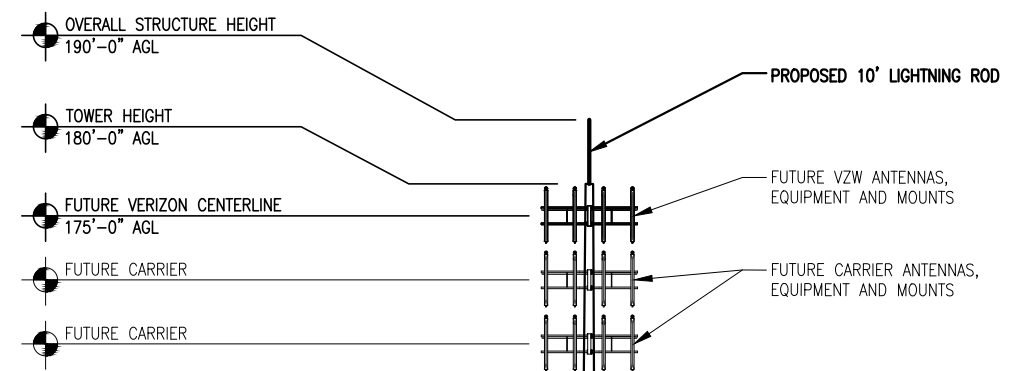
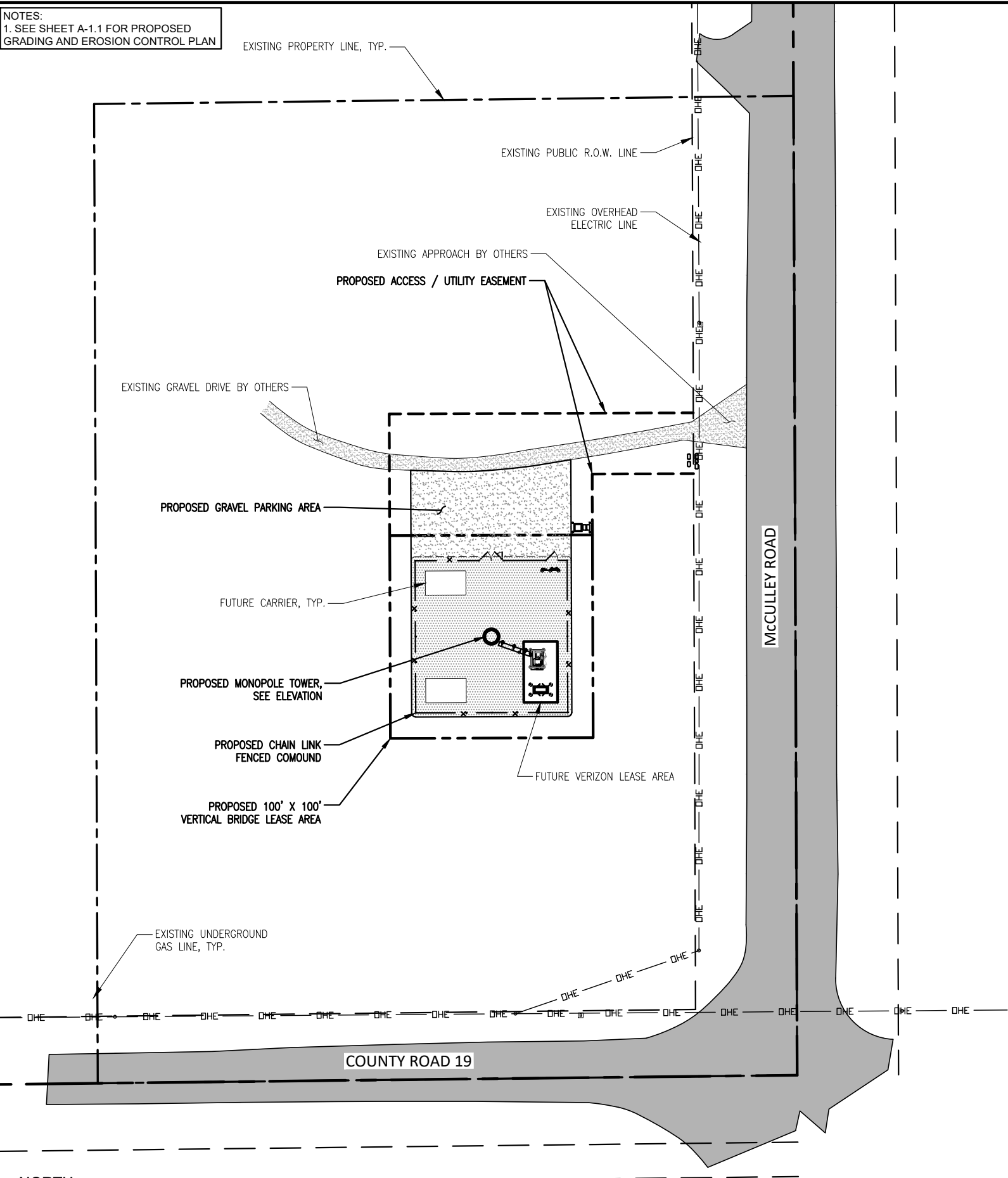
Dated this 12th day of November, 2024.

Sambatek, Inc.

Mark R. Salo
Minnesota License No. 43933
msalo@sambatek.com

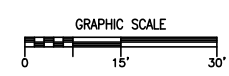


NOTES:
1. SEE SHEET A-1.1 FOR PROPOSED
GRADING AND EROSION CONTROL PLAN



2 TOWER ELEVATION

SCALE: 1" = 30'_1



PREPARED FOR:

vertical bridge

THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
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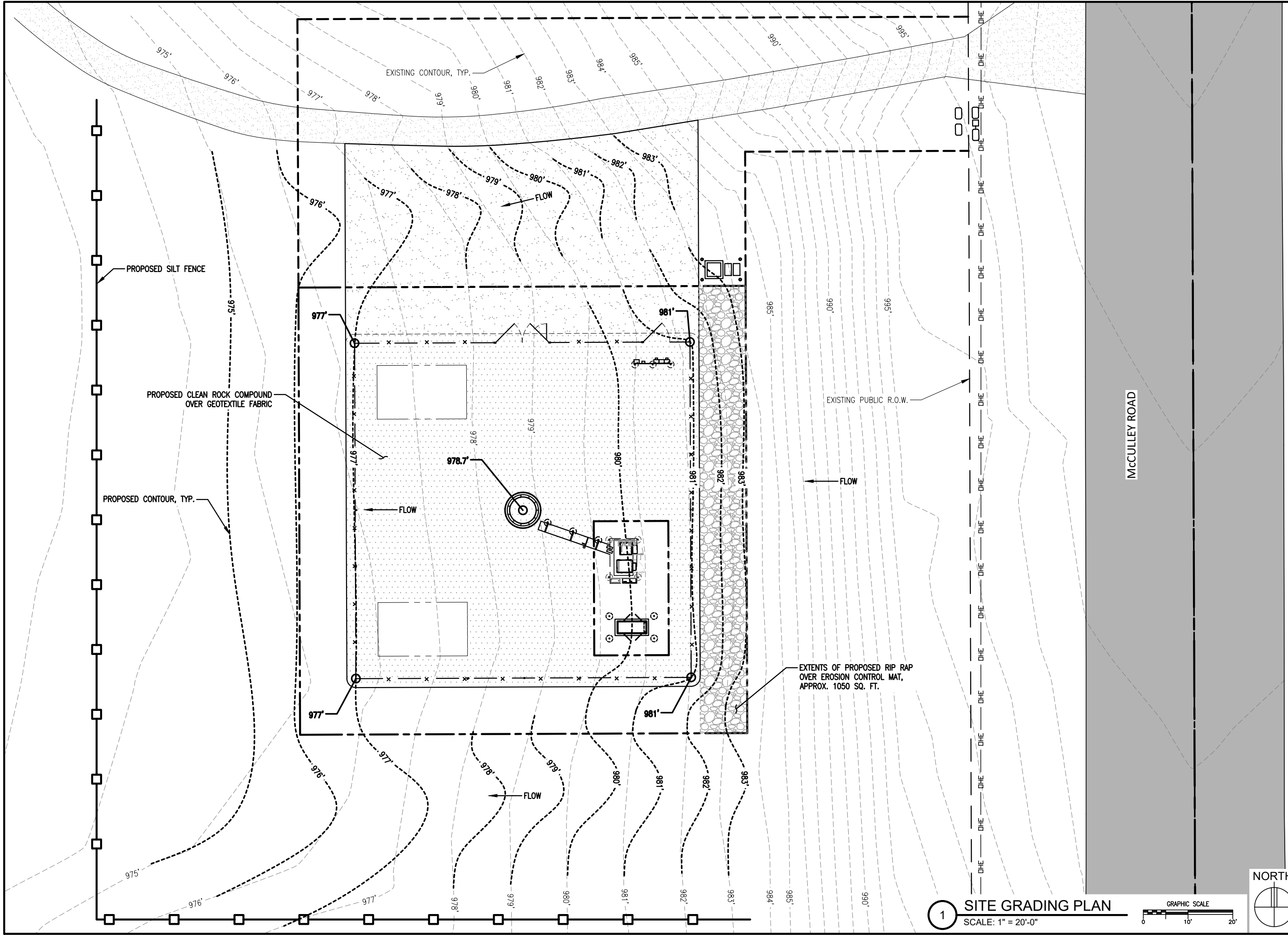
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
OVERALL SITE PLAN
TOWER ELEVATION

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

A-1



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vertical bridge

THE TOWERS, LLC
 750 PARK OF COMMERCE DR.
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SHEET CONTENTS:
 SITE GRADING PLAN

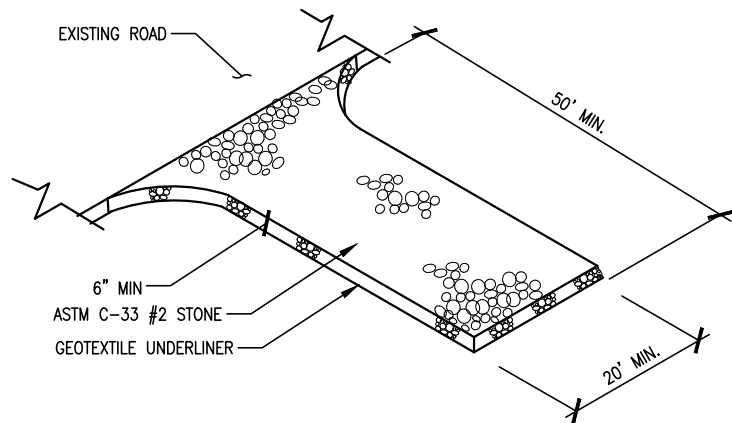
DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

A-1.1



GRADING & EXCAVATING NOTES:

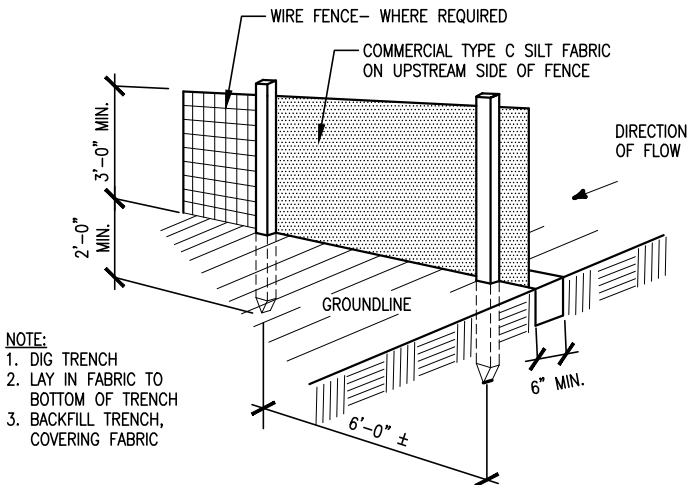
- ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUNDWATER. DEWATERING FOR EXCESS GROUNDWATER SHALL BE PROVIDED IF REQUIRED.
- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
- ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
- AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACKFILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
- USE APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND —BE FREE FROM CLODS OR STONES OVER 2–1/2" MAXIMUM DIMENSIONS —BE PLACED IN 6" LAYERS AND COMPACTED TO 95% STANDARD PROCTOR EXCEPT IN GRASSED/LANDSCAPED AREAS, WHERE 90% STANDARD PROCTOR
- REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW, STRIP, OR BREAK UP SLOPED SURFACES STEEPER THAN THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE–CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
- PROTECT EXISTING GRAVEL SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
- REPLACE EXISTING GRAVEL SURFACING ON AREAS FROM WHICH GRAVEL SURFACING IS REMOVED DURING CONSTRUCTION OPERATIONS. GRAVEL SURFACING SHALL BE REPLACED TO MATCH EXISTING ADJACENT GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS. SURFACES OF GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATTER, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL GRAVEL RESURFACING MATERIAL AS REQUIRED. BEFORE GRAVEL SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL MAY BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE, SUBJECT TO ENGINEER'S APPROVAL.
- DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
- ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
- ALL CUT AND FILL SLOPES SHALL BE MAXIMUM 2 HORIZONTAL TO 1 VERTICAL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING SITE VEHICLE TRAFFIC AS TO NOT ALLOW VEHICLES LEAVING THE SITE TO TRACK MUD ONTO PUBLIC STREETS. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING PUBLIC STREETS DUE TO MUDDY VEHICLES LEAVING THE SITE.



1 CONSTRUCTION EXIT DETAIL

GENERAL EROSION & SEDIMENT CONTROL NOTES:

- THE SOIL EROSION AND SEDIMENT CONTROL MEASURES AND DETAILS AS SHOWN HEREIN AND STIPULATED WITHIN STATE STANDARDS SHALL BE FOLLOWED AND INSTALLED IN A MANNER SO AS TO MINIMIZE SEDIMENT LEAVING THE SITE.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS.
- EROSION CONTROL DEVICES SHALL BE INSTALLED BEFORE GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. CONTRACTOR SHALL CLEAN OUT ALL SEDIMENT PONDS WHEN REQUIRED BY THE ENGINEER OR THE LOCAL JURISDICTION INSPECTOR. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
- THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE.
- FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED.
- SILT BARRIERS TO BE PLACED AT DOWNSTREAM TOE OF ALL CUT AND FILL SLOPES.
- ALL CUT AND FILL SLOPES MUST BE SURFACED ROUGHENED AND VEGETATED WITHIN SEVEN (7) DAYS OF THEIR CONSTRUCTION.
- CONTRACTOR SHALL REMOVE ALL EROSION & SEDIMENT CONTROL MEASURES AFTER COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND–DISTURBING ACTIVITIES.



2 SILT FENCE DETIAL

SEEDING GUIDELINES:

FINAL STABILIZATION OF ALL DISTURBED AREAS, UNLESS OTHERWISE NOTED, SHALL BE LOAMED AND SEEDED. LOAM SHALL BE PLACED AT A MINIMUM COMPACTED DEPTH OF 4". RECOMMENDED SEEDING DATES FOR PERMANENT VEGETATION SHALL BE BETWEEN JUNE 15 THROUGH AUGUST 1 AND SEPTEMBER 15 THROUGH OCTOBER 15. TEMPORARY VEGETATIVE MEASURES SHALL CONSIST OF AN ANNUAL OR PERENNIAL RYE GRASS WITH RECOMMENDED SEEDING DATES BEING FROM JUNE 1 THROUGH AUGUST 15 AND SEPTEMBER 30 THROUGH NOVEMBER 30.

EVALUATE PROPOSED COVER MATERIAL:

BEFORE SPREADING COVER MATERIAL OVER THE DESIGNATED AREA, OBTAIN A REPRESENTATIVE SOIL SAMPLE AND SUBMIT TO A REPUTABLE SOIL TESTING LABORATORY FOR CHEMICAL AND PHYSICAL ANALYSIS. THE PRELIMINARY TEST IS NECESSARY TO DETERMINE THE REQUIRED INORGANIC AND/OR ORGANIC AMENDMENTS THAT ARE NEEDED TO ASSIST IN ESTABLISHING THE SEED MIXTURE IN AN ENVIRONMENTALLY AND ECONOMICALLY SOUND MANNER. THE RESULTS WILL GIVE THE COVER MATERIAL CHARACTERISTICS SUCH AS pH AND FERTILIZATION NEEDS. THESE RESULTS SHALL BE KEPT ON–SITE B THE CONTRACTOR AND AVAILABLE FOR REVIEW BY THE COUNTY.

SEED BED PREPARATION:

PROPOSED COVER MATERIAL SHOULD BE SPREAD EVENLY OVER THE SITE AREA IN A MINIMUM 4" LIFT VIA BULLDOZER/BUCKET LOADER. USING THE INFORMATION FROM THE SOIL ANALYSIS, CAREFULLY CALCULATE THE QUANTITIES OF LIMESTONE AND PRE–PLANT FERTILIZER NEEDED PRIOR TO APPLYING. PRE–PLANT AMENDMENTS CAN BE APPLIED WITH A BROADCAST AND/OR DROP SEEDER AND INCORPORATED WITH AN OFFSET DISK, YORK RAKE, AND/OR HAND RAKE. AFTER INCORPORATION THE PRE–PLANT SOIL AMENDMENTS, THE SEED BED SHOULD BE SMOOTH AND FIRM PRIOR TO SEEDING. THE FOLLOWING SEED MIXTURES SHALL BE USED AS NOTED:

SEED MIXTURE:

SPECIES/VARIETY	LBS/ACRE
CREEPING RED	20
FESCUE	20
KENTUCKY	5
BLUEGRASS	
PERENNIAL	
RYEGRASS	

SEED TIME AND METHOD:

THE PREFERRED TIME FOR SEEDING THE COOL SEASON MIXTURE IS LATE SUMMER. SOIL AND AIR TEMPERATURES ARE IDEAL FOR SEED GERMINATION AND SEEDING GROWTH. WEED COMPETITION IS REDUCED BECAUSE SEEDS OF MANY WEED SPECIES GERMINATE EARLIER IN THE GROWING SEASON. ADDITIONALLY, HERBICIDE USE IS GREATLY REDUCED. HOWEVER, SEEDING MAY BE DONE AT ANY OF THE ABOVE NOTED TIMES.

MULCHING:

NEWLY SEEDED AREAS SHOULD BE MULCHED TO INSURE ADEQUATE MOISTURE FOR SUCCESSFUL TURF ESTABLISHMENT AND TO PROTECT AGAINST SURFACE MOVEMENT OF SEDIMENT–BOUND AGROCHEMICALS AND SOIL EROSION. IF MULCHING PROCEDURES ARE NOT SPECIFIED ON PLANS, APPLY GOOD QUALITY STRAW OR HAY AT A RATE OF 2 BALES/1000 SQ. FT. OTHER COMMERCIALLY AVAILABLE MULCHES CAN BE USED.

CONSTRUCTION NOTES FOR FABRICATED SILT FENCE:

- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES
 - FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
 - WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER–LAPPED BY SIX INCHES AND FOLDED.
 - MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
 - ALL SILT FENCE MATERIALS MUST BE LISTED ON THE CURRENT STATES. D.O.T. QUALIFIED PRODUCTS LIST.
- POSTS: STEEL EITHER T OR U
- FENCE: WOVEN WIRE, 14 GA. 6" MAX. MESH OPENING.
- FILTER CLOTH: FILTER X, MIRAFI 100X STABLINKA T140N OR APPROVED EQUAL.
- PREFABRICATED UNIT: GEOFAB, ENVIROFENCE OR APPROVED EQUAL

PREPARED FOR:



750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

RED OAK

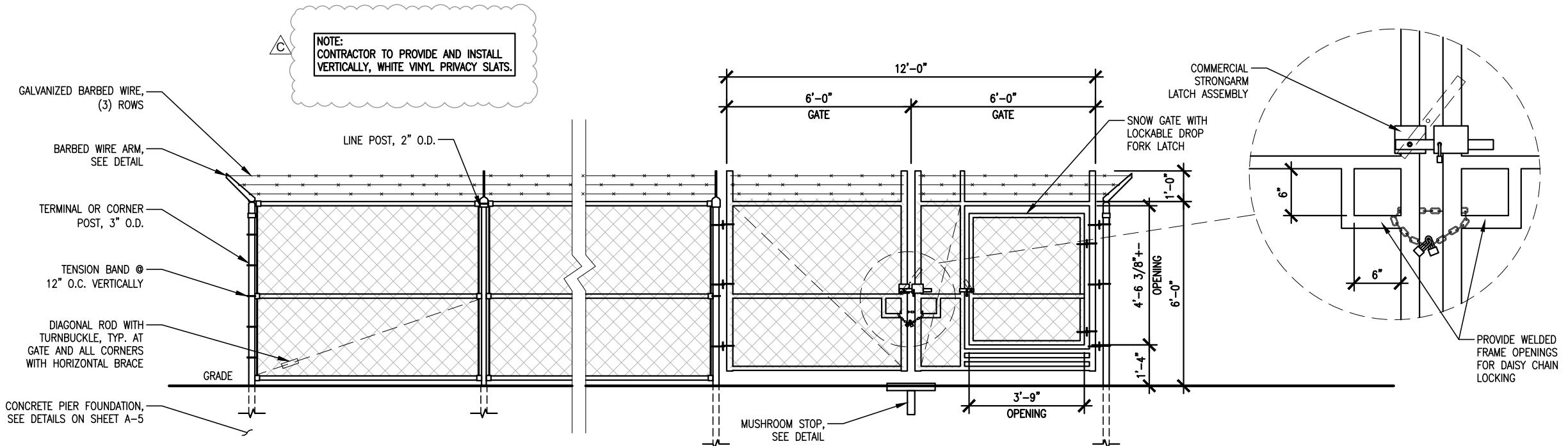
87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
DRAINAGE,
GRADING & EROSION
CONTROL NOTES & DETAILS

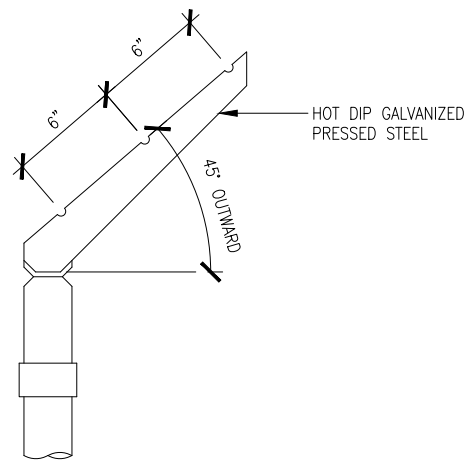
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REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

A-3

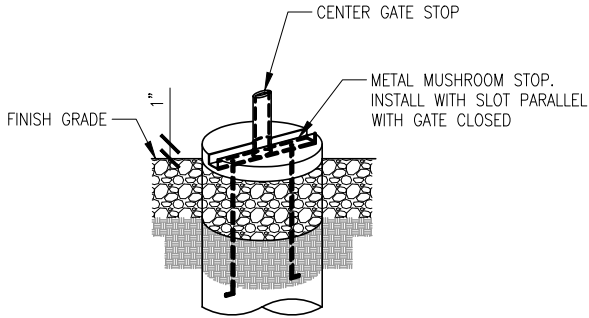
NOTE:
CONTRACTOR TO INSTALL NUTS
ON ALL BOLTS TOWARDS THE
INTERIOR OF THE COMPOUND



1 GATE DETAIL
SCALE: 1/4" = 1'-0"



2 BARBED WIRE ARM DETAIL



3 MUSHROOM STOP DETAIL

PREPARED FOR:

vertical bridge
THE TOWERS, LLC
750 PARK OF COMMERCE DR.
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REV. C	01-23-25

NOTES:

NOTES:
ZINC COATING – THE WEIGHT OF THE COATING SHALL NOT BE LESS THAN 1.2 OUNCES PER SQUARE FOOT OF ACTUAL SURFACE COVERED. ALL FERROUS METALS USED AS PART OF THE FENCE INSTALLATION SHALL BE HOT DIP GALVANIZED OR STAINLESS STEEL. ALL SCREWS, BOLTS, LOCK WASHERS, NUTS, ETC. SHALL BE HOT DIP GALVANIZED OR MADE OF STAINLESS STEEL.

FABRIC – STANDARD INDUSTRIAL GRADE #9 GAUGE WITH 2 INCH MESH ZINC COATED CHAIN LINK WITH A BREAKING STRENGTH OF NOT LESS THAN 1290 POUNDS SHALL BE USED. THE FABRIC SHALL BE ZINC COATED BY THE HOT DIP PROCESS AFTER FABRICATION.

METAL POSTS – METAL POSTS (LINE, CORNER, TERMINAL, GATE POSTS, MIDDLE RAILS, BRACES AND TOP RAIL) SHALL BE HOT DIP GALVANIZED SCHEDULE 40 TUBULAR STEEL WITH AN OUTSIDE DIAMETER AS INDICATED ON THIS DRAWING. A POST TOP FITTING OF GALVANIZED STEEL WILL BE INSTALLED TO EXCLUDE MOISTURE.

POST CAPS – ALL POST CAPS TO USE THE BARBED WIRE OUTRIGGER BRACKET AND SHALL BE ATTACHED TO THE POST WITH TAMPER RESISTANT SCREWS, BRADS, OR BOLTS.

TOP RAIL – A MINIMUM OF ONE COUPLING IN EACH STRAIGHT RUN OF TOP RAIL, SHALL HAVE A HEAVY SPRING INSERTED WITHIN THE COUPLING TO TAKE UP EXPANSION AND CONTRACTION OF THE TOP RAIL. THE TOP RAIL SHALL BE FASTENED TO TERMINAL POSTS WITH PRESSED STEEL CONNECTIONS.

MIDDLE RAIL – THE MIDDLE RAIL SHALL BE OF THE SAME MATERIAL AS THE TOP RAIL AND INSTALLED WITH HOT DIP GALVANIZED FITTINGS ATTACHED TO THE POSTS.

BRACE RAIL – BRACE RAIL MATERIAL SHALL BE OF THE MATERIAL AS THE TOP RAIL AND LOCATED 2/3 OF THE DISTANCE UP FROM THE BOTTOM OF THE FABRIC. BRACE RAILS SHALL BE SECURELY FASTENED TO POSTS BY SUITABLE PRESSED STEEL CONNECTIONS.

TRUSS RODS – SHALL BE 3/8" ROUND GALVANIZED STEEL RODS WITH GALVANIZED TURNBUCKLES. THE ZINC COATING SHALL BE NOT LESS THAN 1.2 OUNCES PER SQUARE FOOT OF SURFACE.

TENSION WIRE – THE TENSION WIRE SHALL BE OF #7 GAUGE HOT DIP GALVANIZED SPRING TENSION WIRE WITH A BREAKING STRENGTH OF NOT LESS THAN 1900 POUNDS. THIS WIRE SHALL BE KEPT TAUT WITH GALVANIZED TURNBUCKLES AND ATTACHED TO POSTS WITH GALVANIZED HARDWARE OR CABLE CLAMPS.

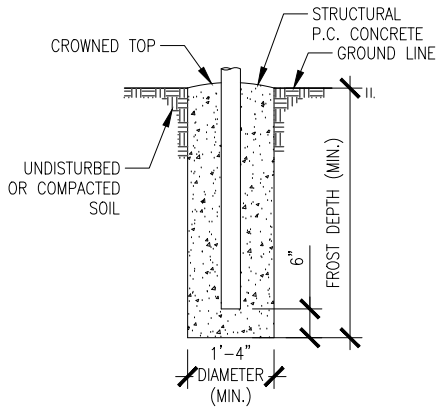
FABRIC TIES – THE FABRIC TIES SHALL BE ALUMINUM WIRE. NOT LESS THAN #9 GAGE.

STRETCHER BARS – THE STRETCHER BARS SHALL BE FLAT GALVANIZED STEEL BARS NOT LESS THAN 5/16" X 3/4" AND NOT LESS THAN 2" SHORTER THAN THE FABRIC. STRETCHER BAR BANDS SHALL BE FLAT GALVANIZED STEEL BARS NOT LESS THAN 5/16" X 1 1/2" WITH 5/16" DIAMETER GALVANIZED CARRIAGE BOLT.

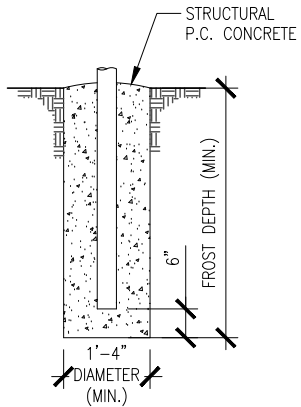
BARBED WIRE – BARBED WIRE OF GALVANIZED STEEL (OR ALUMINUM) CONSISTING OF 12 1/2 GAUGE WIRE WITH 4-POINT BARBS OF 14 GAUGE WIRE SPACED 5 INCHES APART.

GATE FRAMES SHALL BE CONSTRUCTED OF 2 1/2 INCH OUTSIDE DIAMETER HEAVY DUTY GALVANIZED STEEL PIPE. THE GATES SHALL BE ASSEMBLED USING CORNER FITTINGS OF HEAVY PRESSED STEEL OR MALLEABLE CASTINGS OR MAY BE WELDED IF THE ENTIRE GATE FRAME IS HOT DIP GALVANIZED AFTER THE WELDING. ALL GATES SHALL BE EQUIPPED WITH HEAVY DUTY GALVANIZED STEEL TYPE HINGES WITH LARGE BEARING SURFACES OF ADEQUATE STRENGTH TO SUPPORT THE GATE. THE HINGES SHALL NOT TWIST OR TURN UNDER THE ACTION OF THE GATE. GATES WILL PROVIDE A FULL RANGE OF MOTION AND BE EASILY OPENED AND CLOSED BY ONE PERSON. GATE LATCH SHALL BE CARGO PROTECTORS, INC. MODEL FL-100. LATCH SHALL BE EQUIPPED TO RECEIVE A PADLOCK.

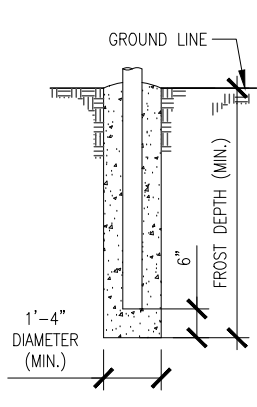
PROVIDE R.F. WARNING SIGNAGE ON ALL GATES.



FOOTING FOR TERMINAL OR
CORNER POST



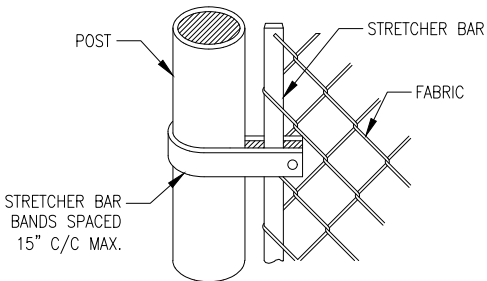
FOOTING FOR GATE POST



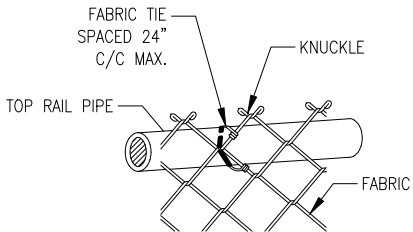
FOOTING FOR LINE POST

1 POST FOOTINGS

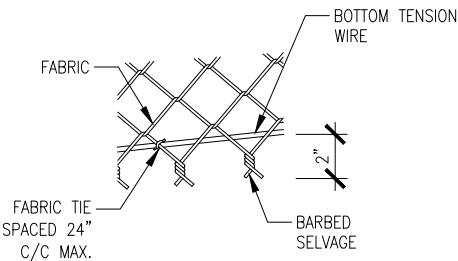
NOTE:
CONTRACTOR TO PROVIDE AND INSTALL
VERTICALLY, WHITE VINYL PRIVACY SLATS.



METHOD OF FASTENING
STRETCHER BAR TO POST



METHOD OF TYING
FABRIC TO PIPE



METHOD OF TYING FABRIC
TO TENSION WIRE

2 FABRIC/BAR CONNECTIONS

PREPARED FOR:



THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
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PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
FENCE NOTES
FENCE DETAILS

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CHECKED BY:	TAB
REV. A	11-14-24
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REV. C	01-23-25

A-5



A | **OWNER CONTACT SIGN**
18" HIGH X 24" WIDE
WHITE BACKGROUND, BLACK LETTERING
MOUNTING LOCATION: LEFT GATE
QUANTITY: 1



B | **FCC REGISTRATION SIGN**
8" HIGH X 12" WIDE
WHITE/GREEN BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: GATE & BASE OF TOWER
QUANTITY: 2



C | **NO TRESPASSING**
10" HIGH X 14" WIDE
WHITE/BLACK/RED BACKGROUND, BLACK/WHITE LETTERING
MOUNTING LOCATION: WHERE GATE IS INSTALLED (QTY. 1)
AROUND FENCED COMPOUND (QTY. 3)



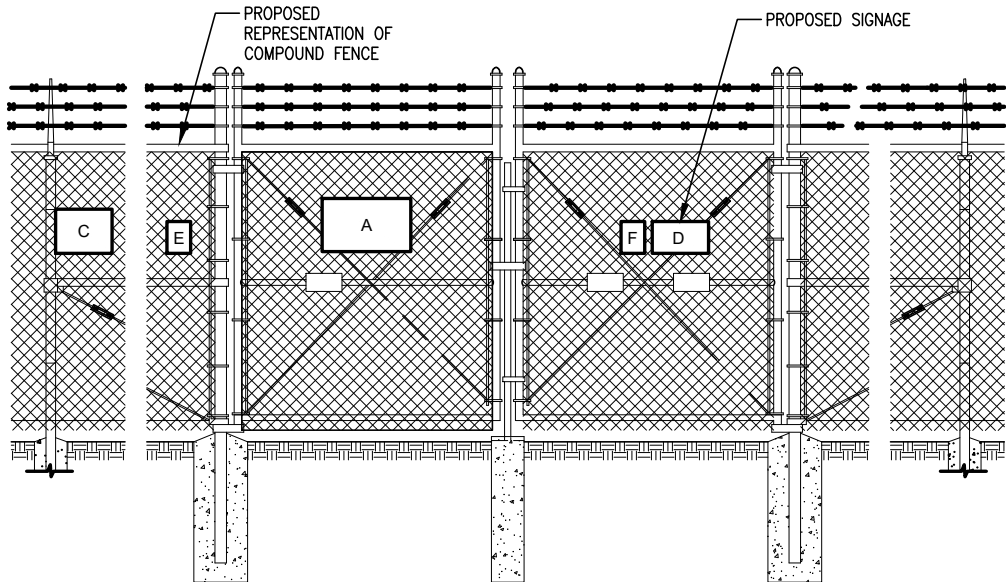
D | **RF GUIDELINES SIGN**
8" HIGH X 12" WIDE
YELLOW BACKGROUND, BLACK LETTERING
MOUNTING LOCATION: RIGHT GATE & BASE OF TOWER
QUANTITY: 2



E | **NOTICE RF SIGN (BLUE)**
12" HIGH X 8" WIDE
WHITE/BLUE BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: WHERE ACCESS GATE INSTALLED
QUANTITY: 1

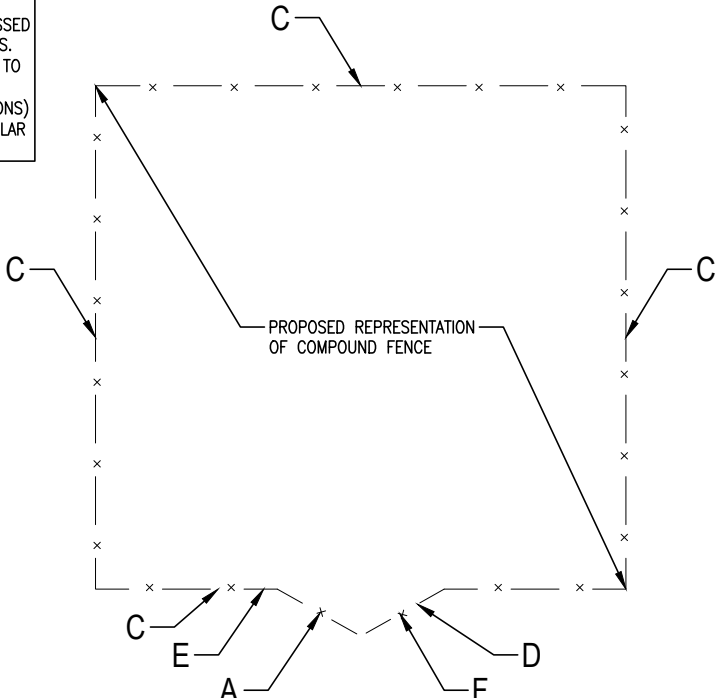


F | **NOTICE RF SIGN (YELLOW)**
12" HIGH X 8" WIDE
WHITE/YELLOW BACKGROUND, BLACK LETTERING
MOUNTING LOCATION: WHERE ACCESS GATE INSTALLED
QUANTITY: 1



NOTES:
1. SIGNAGE, PLAN, & ELEVATION IS SHOWN FOR INFORMATION PURPOSES ONLY. CONTRACTOR TO VERIFY EXACT PLACEMENT WITH TOWER OWNER
2. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, & FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

1 | **SITE SIGNAGE**



PREPARED FOR:



THE TOWERS, LLC
750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

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RED OAK

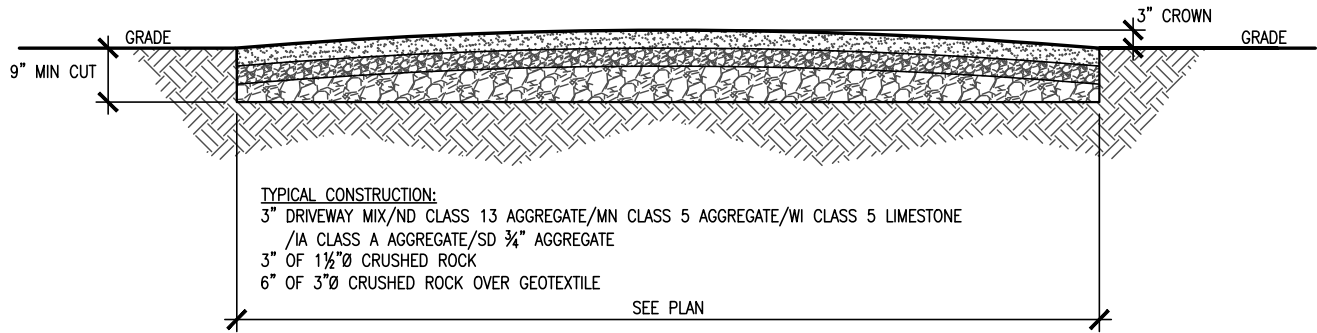
87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
SITE SIGNAGE DETAILS

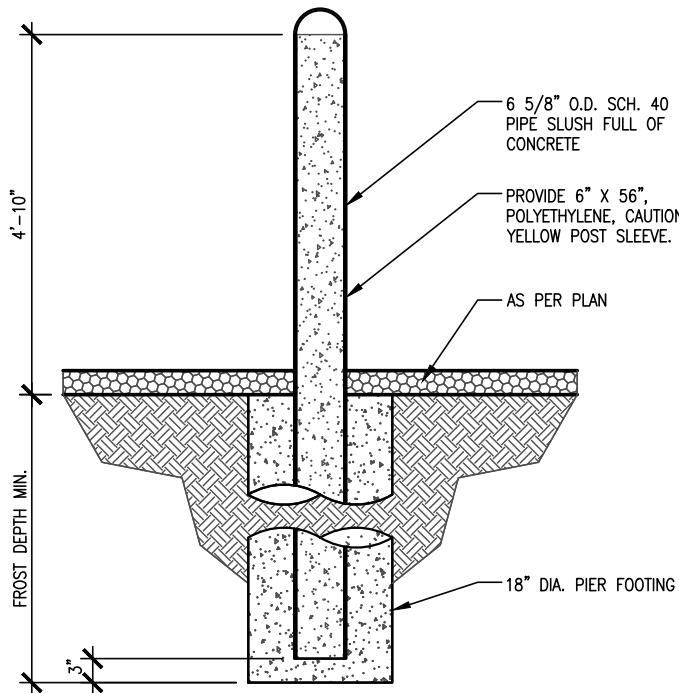
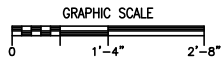
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CHECKED BY: TAB
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REV. B 11-25-24
REV. C 01-23-25

A-6

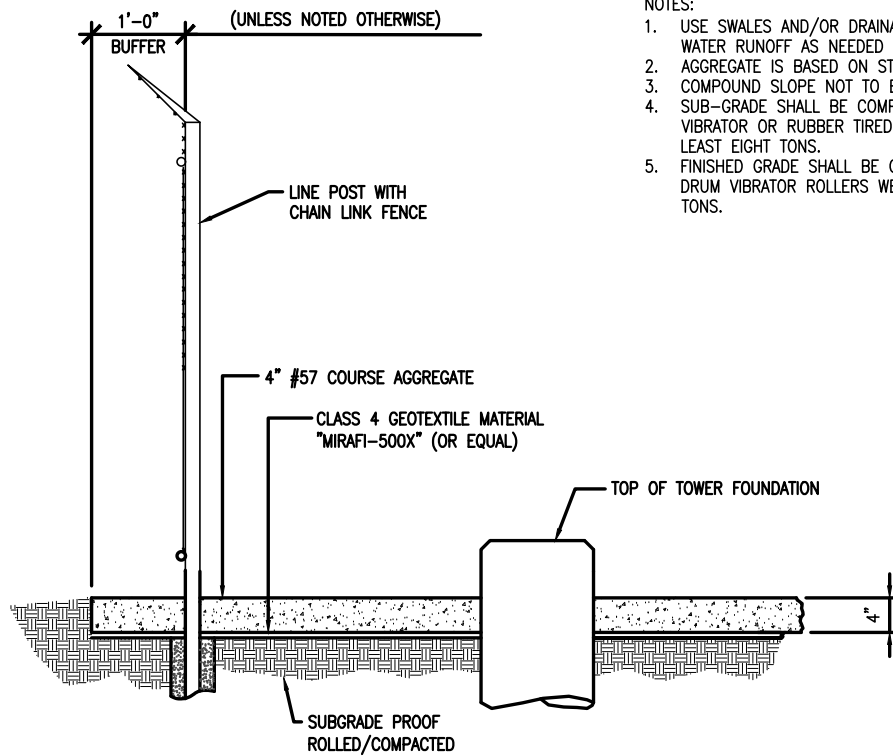
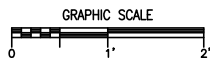
- NOTES:
1. PREPARE SUB-GRADE AND CONSTRUCT IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
 2. ANY VARIANCE FROM THIS ROADWAY DESIGN MUST BE SUBMITTED AND APPROVED PRIOR TO BID.
 3. CONTRACTOR TO COMPACT EACH LAYER OF ROCK IN ACCORDANCE WITH ASTM & LOCAL STANDARDS.



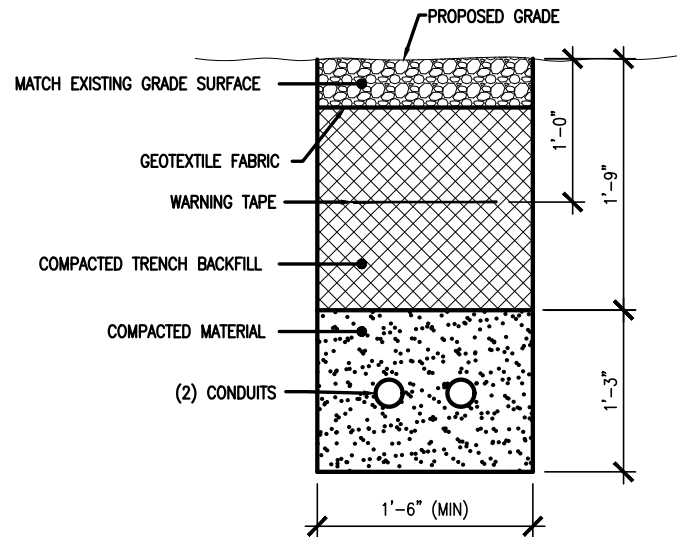
1 GRAVEL DRIVE SECTION
SCALE: 3/8" = 1'-0"



3 BOLLARD DETAIL
SCALE: 1/2" = 1'-0"



2 COMPOUND SURFACING DETAIL



4 UTILITY TRENCH DETAIL

- NOTES:
1. USE SWALES AND/OR DRAINAGE DITCHES FOR PROPER WATER RUNOFF AS NEEDED
 2. AGGREGATE IS BASED ON STANDARD AASHTO
 3. COMPOUND SLOPE NOT TO EXCEED 5%
 4. SUB-GRADE SHALL BE COMPACTED BY SHEEPS FOOT VIBRATOR OR RUBBER TIRED ROLLERS WEIGHING AT LEAST EIGHT TONS.
 5. FINISHED GRADE SHALL BE COMPACTED BY SMOOTH DRUM VIBRATOR ROLLERS WEIGHING AT LEAST EIGHT TONS.

PREPARED FOR:

vertical bridge

THE TOWERS, LLC

750 PARK OF COMMERCE DR.
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RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GRAVEL DRIVE SECTION
SURFACING DETAIL
BOLLARD DETAIL
UTILITY TRENCH DETAIL

DRAWN BY: SJD
CHECKED BY: TAB
REV. A 11-14-24
REV. B 11-25-24
REV. C 01-23-25

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1 SITE PHOTO
VIEW: LOOKING EAST



2 SITE PHOTO
VIEW: LOOKING NORTH



3 SITE PHOTO
VIEW: LOOKING WEST



4 SITE PHOTO
VIEW: LOOKING NORTH

PREPARED FOR:

verticalbridge

THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
PHOTOS

DRAWN BY: SJD

CHECKED BY: TAB

REV. A 11-14-24

REV. B 11-25-24

REV. C 01-23-25

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GENERAL GROUNDING NOTES:

An external buried ground ring (Lead 1) shall be established around the equipment cabinets and tower foundations. Lead 1 shall be kept 24" from foundations; if foundations are less than 48" apart, keep Lead 1 centered between them. If the tower base is over 20'-0" from the equipment cabinets, a separate Lead 1 shall be established around each foundation, and the two Lead 1s shall be bonded with two parallel leads at least 6 feet apart horizontally. Connections between the two Lead 1s shall be bi-directional.

All subgrade connections shall be by exothermic weld, brazed weld, or gas-tight UL467-listed compression fittings pre-filled with anti-oxidant compound. Subgrade connections shall not be 'cold galvanize' coated.

Lead 1 shall be #2 solid bare tin-clad (SBTC) copper wire buried at local frost depth. Lead 1 bends shall be minimum 24" radius. 'Whip' lead bends may be of 12" radius.

Ground rods shall be galvanized steel, 5/8"Ø, spaced twenty feet apart, or as shown. Rods shall be kept min. 24 inches from foundations. Ground rods are required to be installed at their full specified length. Depth shall be as shown in Detail 11.1 in the Verizon Wireless Standard Detail Booklet.

SPECIAL CONSIDERATIONS FOR GROUND RODS:

When ground rods are not specified to be backfilled w/ Bentonite Slurry: If boulders, bedrock, or other obstructions prevent driving of ground rods, the Contractor will need to have drilling equipment bore a hole for ground rod placement. Hole to be backfilled w/ Bentonite Slurry.

When specified with slurried Bentonite encasement, drilling equipment will be need to be used to be bore a hole for ground rod placement. Slurry shall be made from pelletized material ("Grounding Gravel"); powdered Bentonite is not allowed. If boulders, bedrock, or other obstructions are found, Contractor shall drill to the specified depth and provide Bentonite encasements.

Above-grade connections shall be by lugs w/ two-hole tongues unless noted otherwise, joined to solid leads by welding (*T&B 54856BE "BROWN"*), self-threading (*RECOGNIZED, EM 2522DH.75.312*), or 10,000psi crimping (*BURNDY YA3C 2TC 14E2*). Surfaces that are galvanized or coated shall have coating(s) removed prior to bolting. Bolts shall be stainless steel with flat washers on each side of the connection and a lock washer beneath the fastening nut. Star-tooth washers shall be used between lug & dissimilar metal (copper-to-steel, etc) but are not required between tin-clad CU lugs & tin-clad CU bus bars. Lug tongues shall be coated with anti-oxidant compound, and excess compound wiped clean after bolting. The connection shall then be coated with cold-galvanizing compound, or with color-matching paint.

Ground bars exposed to weather shall be tin-clad copper, and shall be clean of any oxidation prior to lug bolting.

Galvanized items shall have zinc removed within 1" of weld area, and below lug surface contact area. After welding or bolting, the joint shall be coated with cold galvanizing compound.

Ground Bar leads

Ground bars are isolated electrically from tower bottoms and equipment cabinets by their standoff mounts. Leads from each ground bar to the ground ring shall be a pair of #2 SBTC, each connected to Lead 1 bi-directionally with #2 SBTC 'jumpers'. Pairs of #2 SBTC may be required between ground bars. Leads shall be routed to ground bars as follows:

- * The Main Ground Bar (MGB), typically mounted adjacent to the ILC (location varies).
- * The Port Ground Bars (PGB), mounted inside and outside on the equipment shelter walls beneath the transmission line port. Note: Transmission line grounds also attach to the PGBs.
- * The Tower Ground Bar (TGB) mounted at the base of the tower. Note: Transmission line grounds also attach to the TGBs.

NOTE: Contractor shall confirm that TGBs exist at 75-foot vertical intervals on any guyed or self-support tower, and that transmission lines are grounded to each TGB. Only the bottom-most TGB is isolated from the tower steel frame; upper TGBs may use the tower steel frame as common ground, requiring no copper leads between TGBs.

#2 SBTC Whip leads

"Whip" leads shall connect the buried external ground ring to the following items:

Monopole Towers:

- * Three whips to flanges on the monopole base, at least 90° apart. If none are provided, attach to the baseplate or consult tower manufacturer.

Self-Support Towers:

- * Two whips to flange(s) on each tower leg base. If none are provided, attach to the baseplate or consult tower manufacturer.

Guyed Towers:

- * Two whips to flange(s) on the tower base. If none are provided, attach to the baseplate or consult tower manufacturer.
- * Establish a Lead 1 within the fence enclosure of each guy anchor, at least 40 foot perimeter and having 4 ground rods.
- * #2 SBTC leads shall extend up, and be clamped (bronze clamshell or equal), to any two guy wires. NEVER weld leads to the guy wires. The lead to the guy anchor 'hand' plate may be welded.

Fences:

Metallic fence within 25 feet of tower Lead 1, or within 6 feet of shelter lead 1, shall have whip leads as follows:

- * Each corner post.
- * Each pair of gate posts.
- * Any line post over 20'-0" from a grounded post.
- * Each gate leaf to its respective gatepost using braided strap (3/4", tin-clad copper w/ lug ends).
- * Fences around guy anchors shall be grounded in similar fashion.

Fuel tanks:

NEVER WELD to any fuel enclosure. NEVER penetrate the fuel containment. Metal tanks shall have one whip lead attached. Use an approved clamp or two-hole lug on an available flange.

Equipment Shelter/Platform and Other General Requirements (including but not limited to):

- Extend new Lead 21B up to shelter halo, remaking two-way connections as needed. Generator-equipped shelters have 6 such connections. Connections within the shelter shall be by compression; NEVER weld inside the shelter.
- Each vertical support pipe of the exterior cable bridge. Bridge end shall be kept at least 6" from the tower structure. The cable bridge shall be jumpered to the vertical support pipes with #2 SBTC at each vertical support pipe.
- Opposite corners of the steel equipment platform.
- Opposite corners of the roof shield over the equipment shelter.
- Each HVAC unit shield, if separate (may be 'jumpered' to main roof shield).
- Each HVAC package unit.
- Commercial electric meter box.
- Generator receptacle, if present.
- Steel building skid, if shelter is metal frame.
- Each air intake or exhaust fan vent louver.
- Each generator vent hood or louver.
- Generator exhaust stack, external.
- Opposite corners of generator support frame, if separate from shelter.
- Generator fuel tank, if separate from generator unit.
- Host building rain gutter, downspouts, and roof flashings within 25 feet.
- Telco MPOP (Main Point of Presence), if external to equipment shelter.
- Within cable vaults, one each to the ladder and to the manhole rim.

Note: The door frame is connected to the interior ground halo, and need no separate connection to the external ground ring.

Inspection & Testing

Test lead #1 and ground rods after installation but before backfilling or connecting to any other grounding, using the 3-point fall of potential method. Contractor to notify Verizon Wireless senior construction engineer at least 48 hours prior to testing. Document installation and test results with photographs.

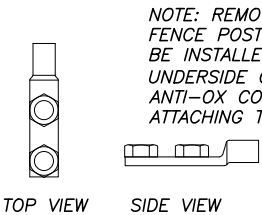
SYMBOL AND NOTE LEGEND

①	#2 SBTC AROUND EQUIPMENT CABINETS, TOWER, OR GUY ANCHOR
●	5/8" X 10'-0" GALVANIZED STEEL GROUND ROD
◎	TEST WELL PREFERRED LOCATION
-----	#2 SBTC 'WHIP' LEAD
⑤	(2) #2 SBTC FROM MGB, PGB, OR TGB TO LEAD 1
⑥	AC HVAC UNIT
②1B	BC BUILDING CORNER
⑥	BO BOLLARD
⑥	CBS CABLE BRIDGE SUPPORT POST
④	EL ELECTRICAL SERVICE GROUND
⑥	EM COMMERCIAL ELECTRICAL METER
⑥	FAN GUY ANCHOR PLATE
⑥	FP FENCE POST
⑨0	GEN GENERATOR
⤿	GP GATE POST, 3/4" BRAID STRAP TO LEAF
⑥	GPS GPS UNIT
⑥	GUY GUY WIRE, MECH. CLAMP ONLY - NO WELDS
⑥	HL HOOD OR LOUVER
⑥	HB OUTSIDE OF HOFFMAN BOX
⑥	ILC INTEGRATED LOAD CENTER
⑤	MGB MAIN GROUND BAR
⑥	MU GENERATOR MUFFLER
⑤	PGB PORT GROUND BAR
⑥	RBR FOUNDATION REINFORCING
⑥	RS ROOF SHIELD
⑥	SB STEEL BEAM
⑥	SP STEEL POST
⑥	STP STEEL PLATFORM
⑥	TEL HOFFMAN BOX
⑤	TGB TOWER GROUND BAR
⑥	TWR TOWER BASE
⑥	VP DIESEL FUEL VENT PIPE

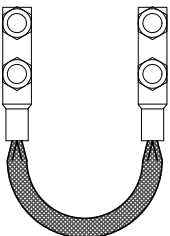
LEAD IDENTIFICATION & DESCRIPTION:

1	RING, EXTERNAL BURIED w/ RODS	#2 SBTC
1A	RING, CONCRETE ENCASED	#2 SBTC
2	DEEP ANODE (TO IMPROVE OHMS)	ROD OR PIPE
3	RING TO BLDG STL FRAME	#2 SBTC
4	MAIN AC PANEL NEUTRAL BUS TO (2) GROUND RODS, ISOLATED FROM LEAD #1	NEC 250.66
5	RING TO GROUND BAR	(2) #2 SBTC
6	RING TO EXT MTL OBJECT	#2 SBTC
7	DEEP ANODE TO MGB	NSTD33-9
8	AC PANEL TO WATER METER	NEC 250.66
9	EXT WATER TO INT WATER PIPES	NSTD33-9
10	INT WATER PIPE TO MGB	NSTD33-9
11-12	NOT USED	
13	AC PANEL TO MGB	NSTD33-9
14	MGB/FGB TO BLDG STL FRAME	#2/0 I-STR
14C	MGB/FGB TO ROOF/WALL MTL PNL	#1/0 I-STR
15	MGB/FGB TO FGB-HE SAME FLOOR	#2/0 I-STR
16	NOT USED	
16A	ECPGB TO CABLE ENTRY RACK	#1/0 I-STR
17	MGB TO CABLE SHIELDING	#6 I-STR
17A	ECPGB TO CABLE SHIELDING	#6 I-STR
17B	MGB/FGB TO F-O SPLICE SHELF	#1 I-STR
18	LOWEST MGB/FGB TO HIGHEST FGB	#2/0 I-STR
19	LEAD 18 TO OTHER FGBs, <6'	#2/0 I-STR
20	MGB/FGB TO BRANCH AC PNL	#6 I-STR
20A	NEAREST GRND TO DISCONNECT PNL	NEC 250.66
20B	GWB TO AC DISTR PNL	#6 I-STR
21	MGB/FGB TO INT HALO	#2 I-STR
21A	INTERIOR 'GREEN' HALO	#2 I-STR
21B	INT HALO TO EXT RING	#2 SBTC
21C	INT HALO TO EQUIPMENT MTL	#6 I-STR
22	ROOF TOWER RING TO ROOF GRND	NFPA 780
23	MGB/FGB TO ECPGB, SAME FLOOR	#1 I-STR
23A	MGB/FGB TO CXR-HF LINR PROT	#6 I-STR
24	ECPGB TO EACH PROTECTOR ASSEMBLY	#6 I-STR
24A	LOWER PROT ASSY TO UPPER	#6 I-STR
25	RING TO NEAREST LIGHTNING ROD	#2 SBTC
26	LGHTING ROD SYS TO NEARBY MTL	NFPA 780
27	RING TO TOWER RING	(2) #2 SBTC
28	RING TO SHELTER RING	(2) #2 SBTC
29	BRANCH AC PNL TO BTTY CHG FRM	NSTD33-11
30	BRANCH AC PNL TO OUTLETS	NSTD33-11
31	MGB/FGB TO PWR, BTTY FRAMES	#2/0 I-STR
32	#31 TO BATTERY CHARGER FRAME	#6 I-STR
33	#31 TO BATTERY RACK FRAME	#6 I-STR
34	#31 TO PCU FRAME	#6 I-STR
35	#31 TO DSU FRAME	#6 I-STR
36	#31 TO PDU FRAME	#6 I-STR
37	MGB/FGB TO BTTY RETURN	NSTD33-14.5
37A	MGB/FGB TO RTN TERM CARR SUPP	#6 I-STR
38	FGB TO PDU GB	#750MCM I-STR
38A	FGB TO PDU GB CARRIER SUPPLY	#2/0 I-STR
39	DC BUS DUCT TO NEXT SECTION	#6 I-STR
40	DC BUS DUCT TO MGB/FGB	#6 I-STR
41A	MGB/FGB TO #58	#2/0 I-STR
42-44	NOT USED	
45	MAIN AC PNL TO BRANCH AC PNL	NSTD33-11
46	BRANCH AC PNL TO DED OUTLET	NSTD33-11
47	FGB TO INTEG FRM	#2 I-STR
48	LEAD #31 TO INTEG FRM	#6 I-STR
49	INTEG FRM TO EQUIP SHELF	BY FASTENERS
50	PDU BTTY RET TO #51	#2/0 I-STR
51	#50 TO TRANS FRM ISO DC PWR	#6 I-STR
52	TRANS FRM FUSE TO FRM OR BAR	#8 I-STR
53A	MGB/FGB TO PDF/BDFB	NSTD33-22
54	MGB/FGB TO STATIC DEVICES	#6 I-STR
55	MGB/FGB TO CABLE AT ENTRY	#6 I-STR
56	MGB/FGB TO AC PWR RADIO XMTR	#6 I-STR
57A	MGB/FGB TO CBL GRID/RUNWAY	#2/0 I-STR
58A	#41A TO AISLE FRAME	#2 I-STR
59A	#58A TO EACH SGL FRAME GRND	#6 I-STR
60-89	NOT USED	
90	GENERATOR FRAME TO EXT RING	#2 SBTC

NOTE:
GENERAL CONTRACTOR IS RESPONSIBLE FOR
CONFIRMING THAT THE INSTALLATION OF ALL
GROUNDING MEETS THE VERIZON NETWORK
STANDARD NUMBER "NSTD46" DOCUMENT TITLED
"CELL SITE AND MICROWAVE RADIO STATION
PROTECTION - ENGINEERING CONSIDERATIONS"



TWO-HOLE 10,000 PSI
COMPRESSION FITTING
UL 9498 LISTED



GATE BONDED TO FENCE POST
(2) TWO-HOLE 10,000 PSI COMPRESSION FITTING
w/ 3/4" BRAIDED TINNED COPPER JUMPER STRAP

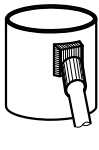


HYTAP CONNECTOR
10,000 PSI COMPRESSION FITTING
FITTING MUST BE UL467 LISTED
ACCEPTABLE FOR DIRECT BURIAL

2 COMPRESSION CONNECTOR DETAILS
SCALE: NTS



TYPE RJ
REINF. BAR



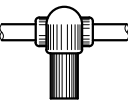
TYPE VS
ROUND SURFACE



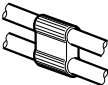
TYPE VS
FLAT SURFACE



TYPE HS



TYPE GT



TYPE PT



TYPE GL LUG

WELD: THOMAS & BETTS, 54856BE "BROWN.33"
CRIMP: BURNDY, YA3C 2TC 14E2, 10,000 PSI
SCREW: RECOGNIZED, EM 2522DH.75.312

1 EXOTHERMIC WELD DETAILS
SCALE: NTS

PREPARED FOR:



THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
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PROJECT
US-MN-5154

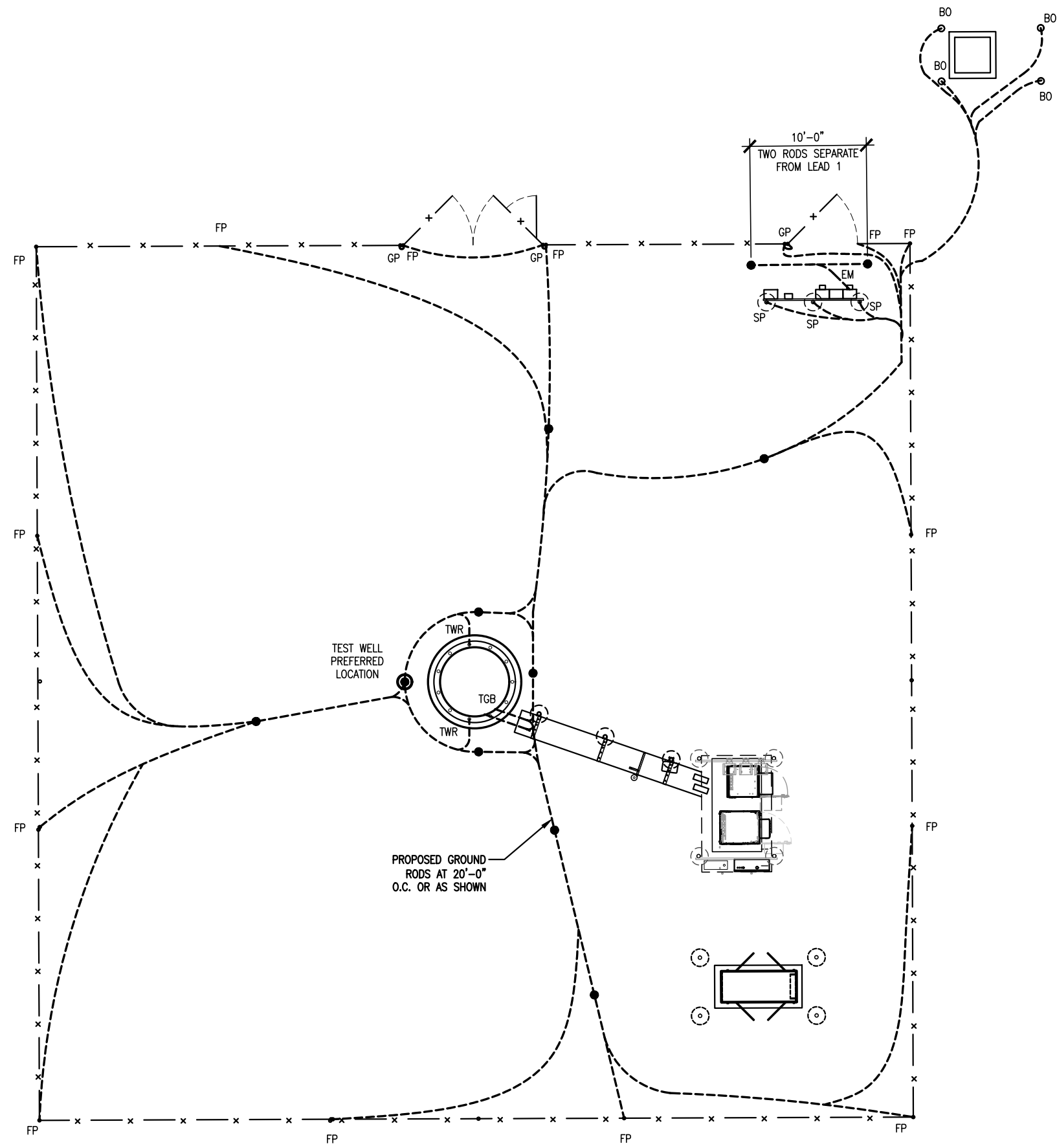
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GROUNDING NOTES

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

G-1



NOTE:
CONTRACTOR SHALL ENSURE THAT EACH WHIP IS
ROUTED TO LEAD 1 BY THE SHORTEST PATH, AND
BENDS SHALL NOT BE LESS THAN 12" RADIUS

NOTE:
SEE SHEET VZW G-1 FOR
VERIZON GROUNDING PLAN

PREPARED FOR:

vertical bridge

THE TOWERS, LLC
750 PARK OF COMMERCE DR.
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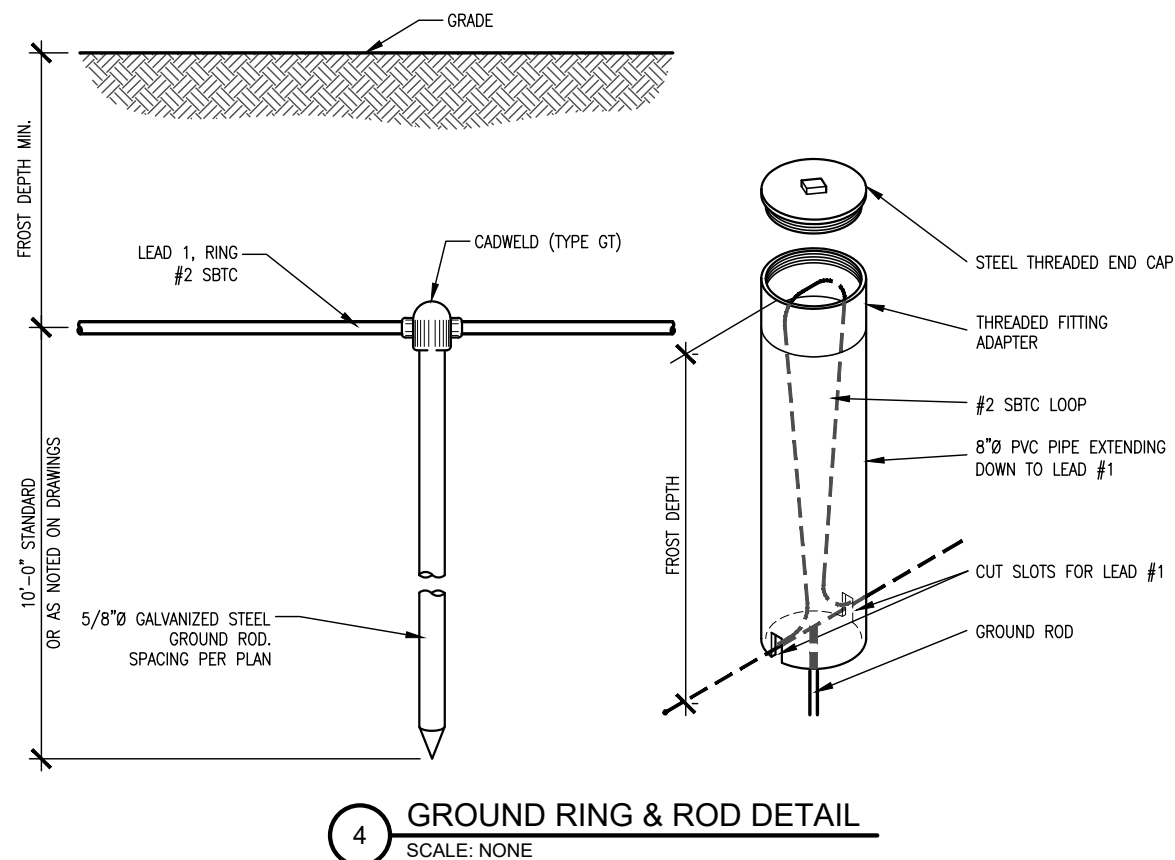
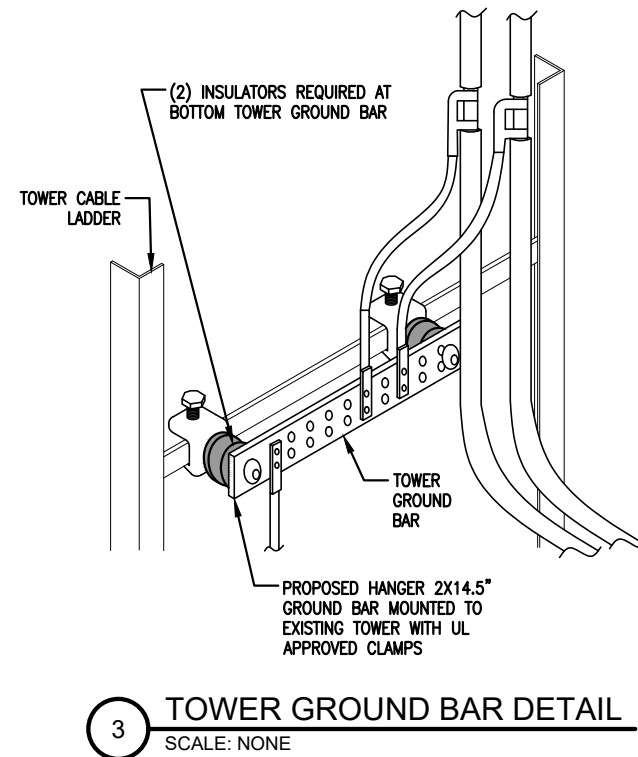
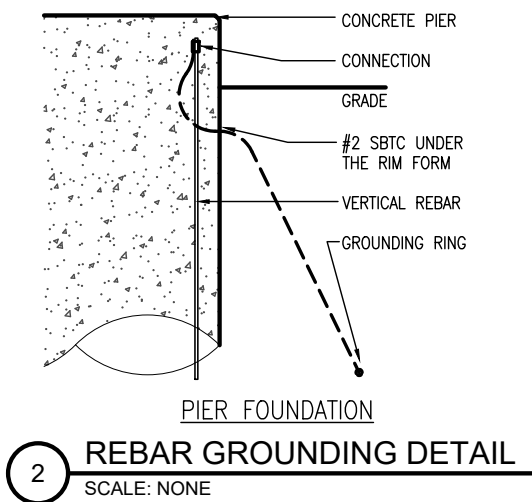
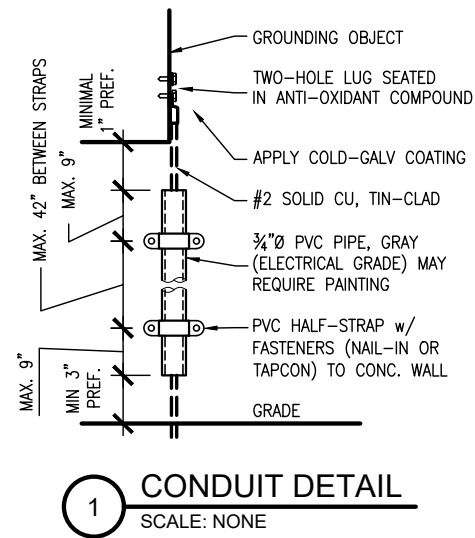
SHEET CONTENTS:
GROUNDING PLAN

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

1 **GROUNDING PLAN**
SCALE: NTS



G-2



PREPARED FOR:

vertical bridge

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750 PARK OF COMMERCE DR.
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US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GROUNDING DETAILS

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CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

G-3

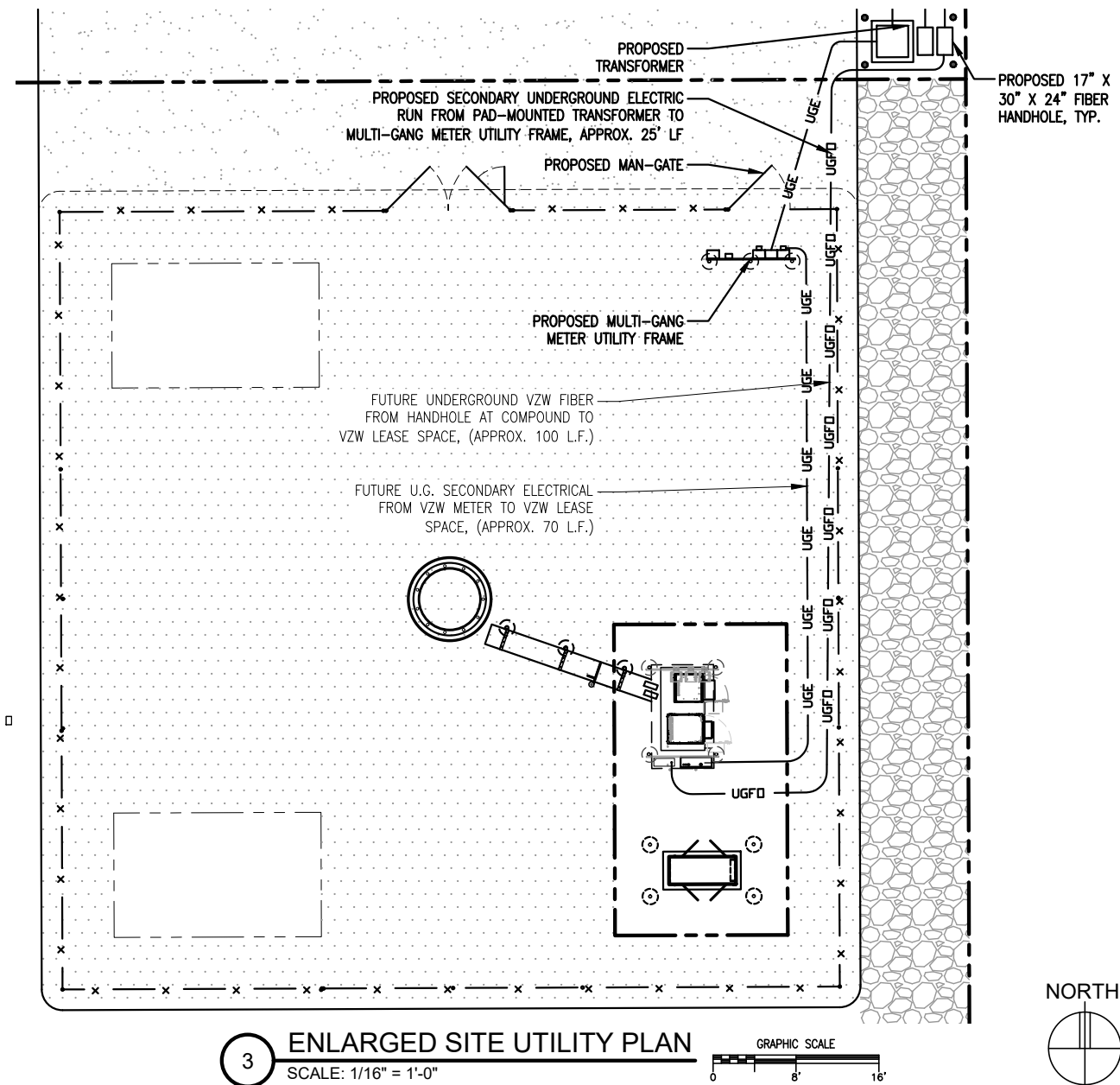
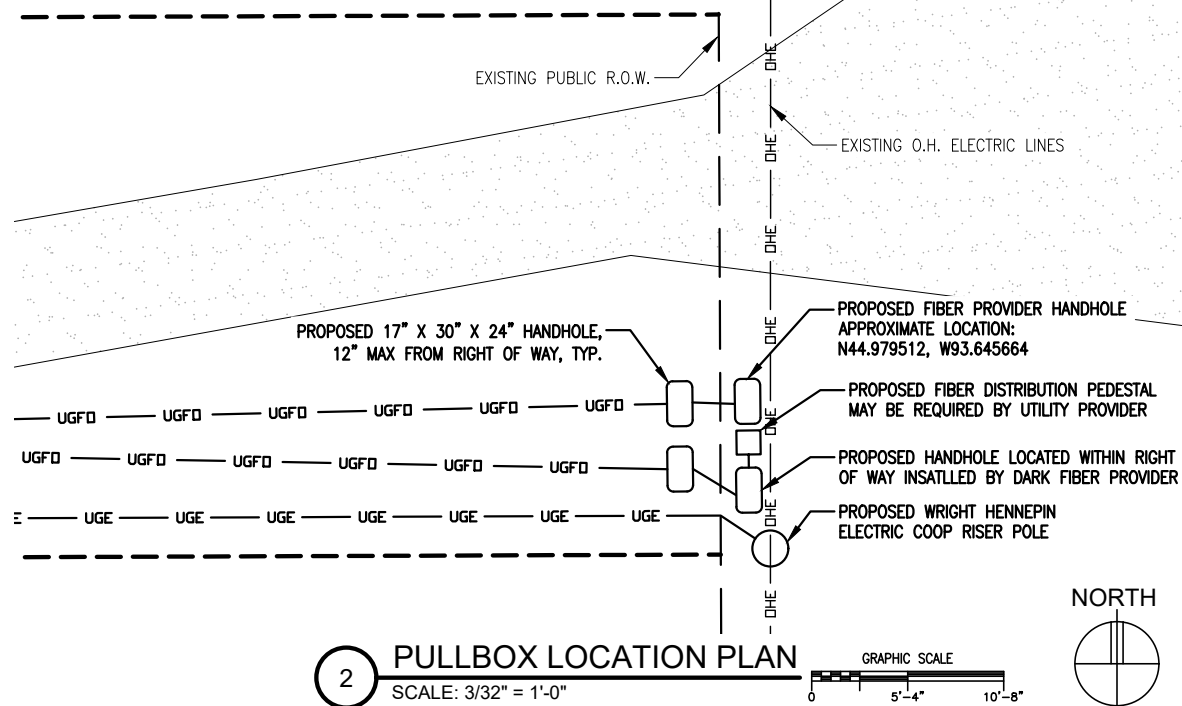
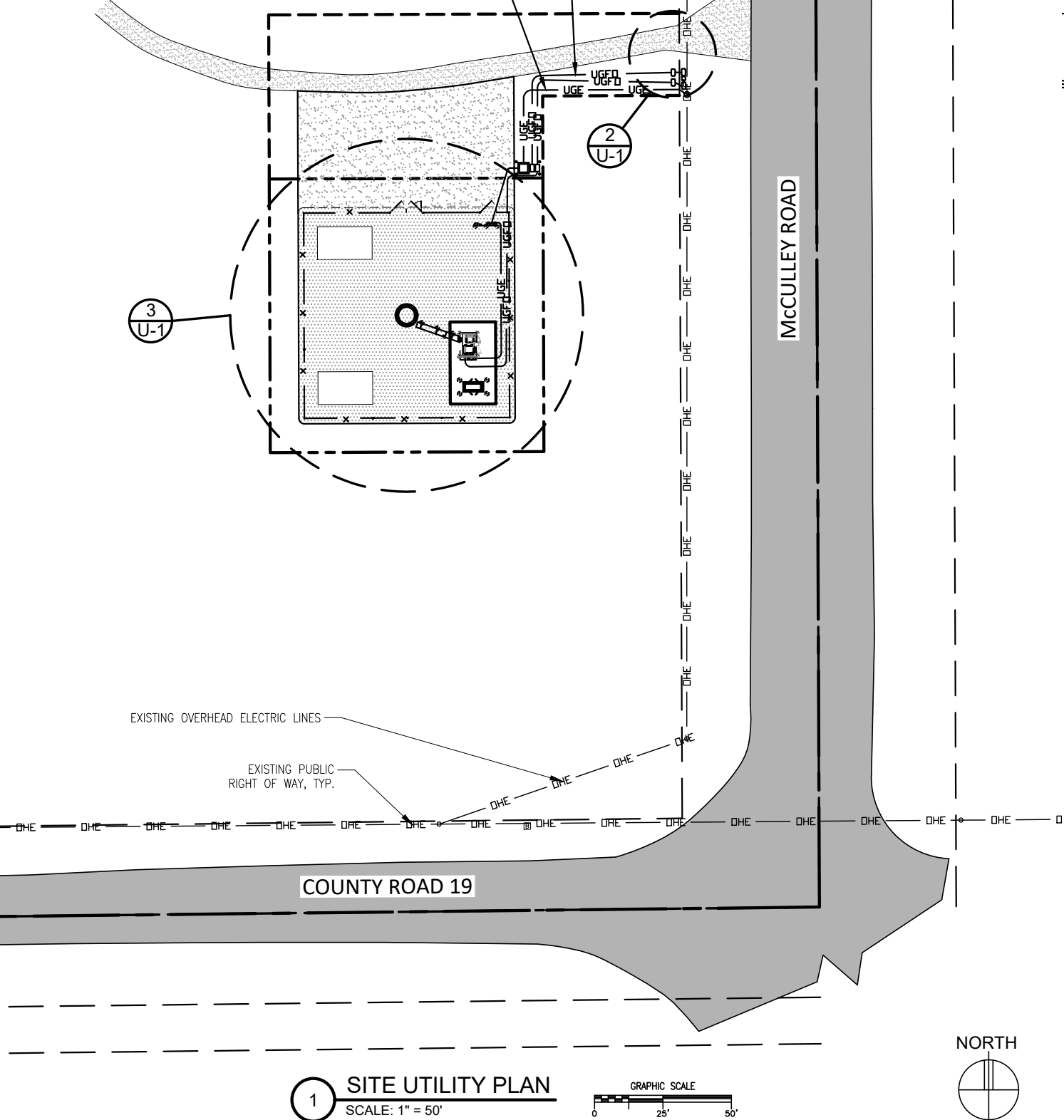
- GENERAL NOTES:
- 1) CONTRACTOR TO COORDINATE PUBLIC & PRIVATE UTILITY LOCATES PER STATE LAW PRIOR TO EXCAVATION. EXISTING UTILITY LINES DEVIATING FROM THAT SHOWN HEREIN SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN 1 & VZW CONSTRUCTION ENGINEER.
 - 2) PRIMARY ELECTRICAL - DEPTH AND SPECIFICATION BY POWER UTILITY COMPANY.
 - 3) SECONDARY ELECTRICAL - INSTALL CONDUIT 32" BELOW GRADE WITH TWO (2) DETECTABLE RIBBONS.
 - 4) FIBER OPTIC - INSTALL CONDUIT 36" BELOW GRADE WITH PULL STRING, TRACEABLE WIRE AND TWO (2) DETECTABLE RIBBONS.

POWER DESIGN NOTES:

POWER TO BE INSTALLED PER UTILITY COORDINATION REPORT.

PROPOSED UNDERGROUND FIBER (2) 2" HDPE CONDUITS FROM HANDHOLE AT PUBLIC ROW TO HANDHOLE AT COMPOUND. CONTRACTOR TO INSTALL TRACER WIRE. (APPROX. 90 L.F.)

PROPOSED U.G. PRIMARY ELECTRIC RUN FROM PROPOSED RISER POLE BY POWER CO IN PUBLIC R.O.W. TO PROPOSED PAD-MOUNTED TRANSFORMER, (APPROX. 90 L.F.)



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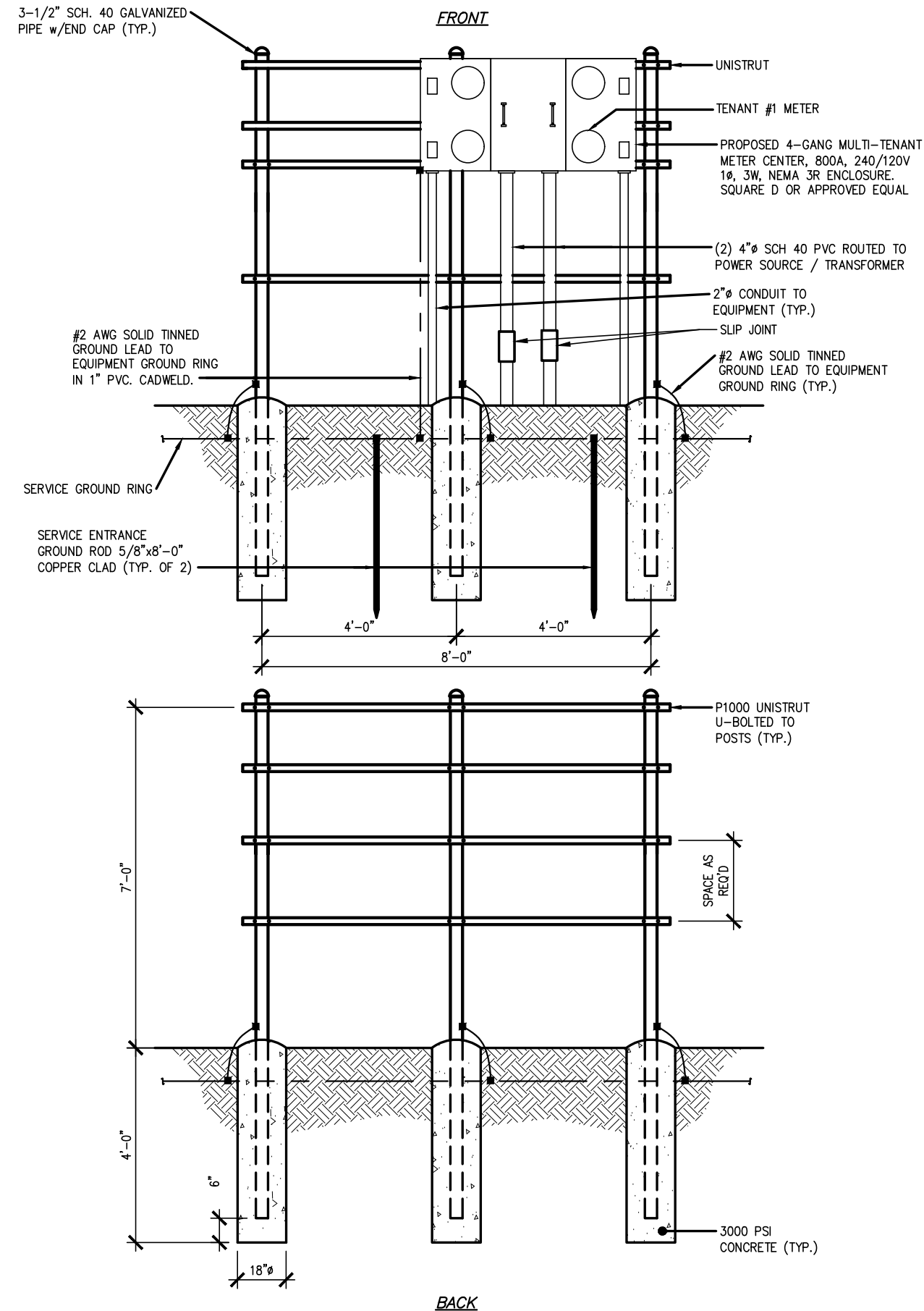
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
SITE UTILITY PLAN
ENLARGED SITE UTILITY PLAN
PULLBOX LOCATION PLAN

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

U-1



ELECTRIC SERVICE NOTES:

ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN CONFORMANCE WITH NFPA 70 (LATEST REVISION). THE RESPECTIVE EQUIPMENT MANUFACTURER'S DIRECTIONS AND ALL OTHER APPLICABLE LOCAL CODES, LAWS, ORDINANCES AND REQUIREMENTS IN FORCE. ANY INSTALLATION WHICH WOULD VOID THE U.L. LISTING (OR OTHER THIRD PARTY LISTING) AND/OR THE MANUFACTURER'S WARRANTY OF A DEVICE SHALL NOT BE PERMITTED.

COORDINATE ELECTRIC SERVICE WITH LOCAL POWER UTILITY COMPANY. COORDINATE WITH UTILITY FOR METER TYPE AND CONNECTION.

ALL CONDUIT SHALL BE SEALED WATERTIGHT UNTIL FINAL TERMINATIONS ARE MADE.

PROVIDE PULL CORD IN ALL CONDUITS. SECURE AT EACH END.

ADJUST DEPTH OF CONDUITS TO PASS ABOVE GROUNDING SYSTEM.

PROVIDE 18 INCH (MIN.) RADIUS ELBOWS FOR ALL BENDS.

PROVIDE PHENOLIC ENGRAVED NAMEPLATES AT THE SERVICE DISCONNECT LABELED: "SERVICE DISCONNECT" & "NOTE ENGINE GENERATOR NEUTRAL IS ALSO BONDED TO GROUND AT THE SERVICE DISCONNECT." PROVIDE ADDITIONAL NAMEPLATES NOTING TYPE AND LOCATION OF STANDBY POWER SOURCE.

PREPARED FOR:

vertical bridge

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DESIGN 1

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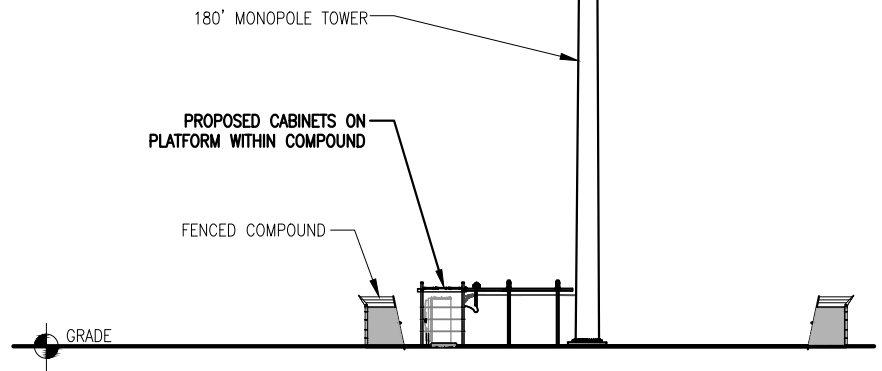
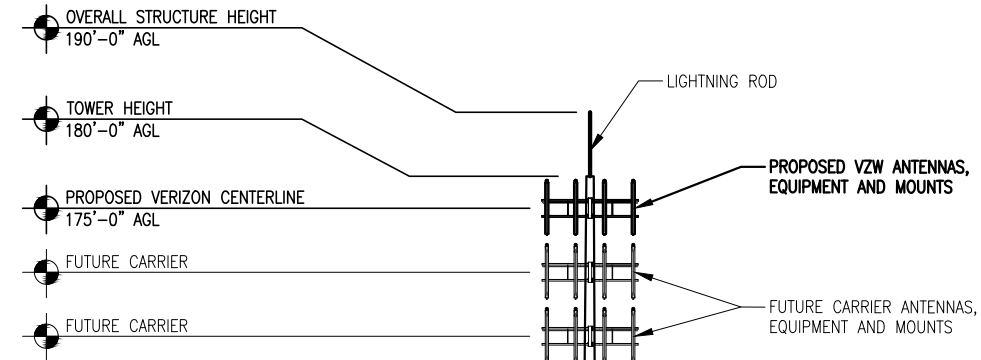
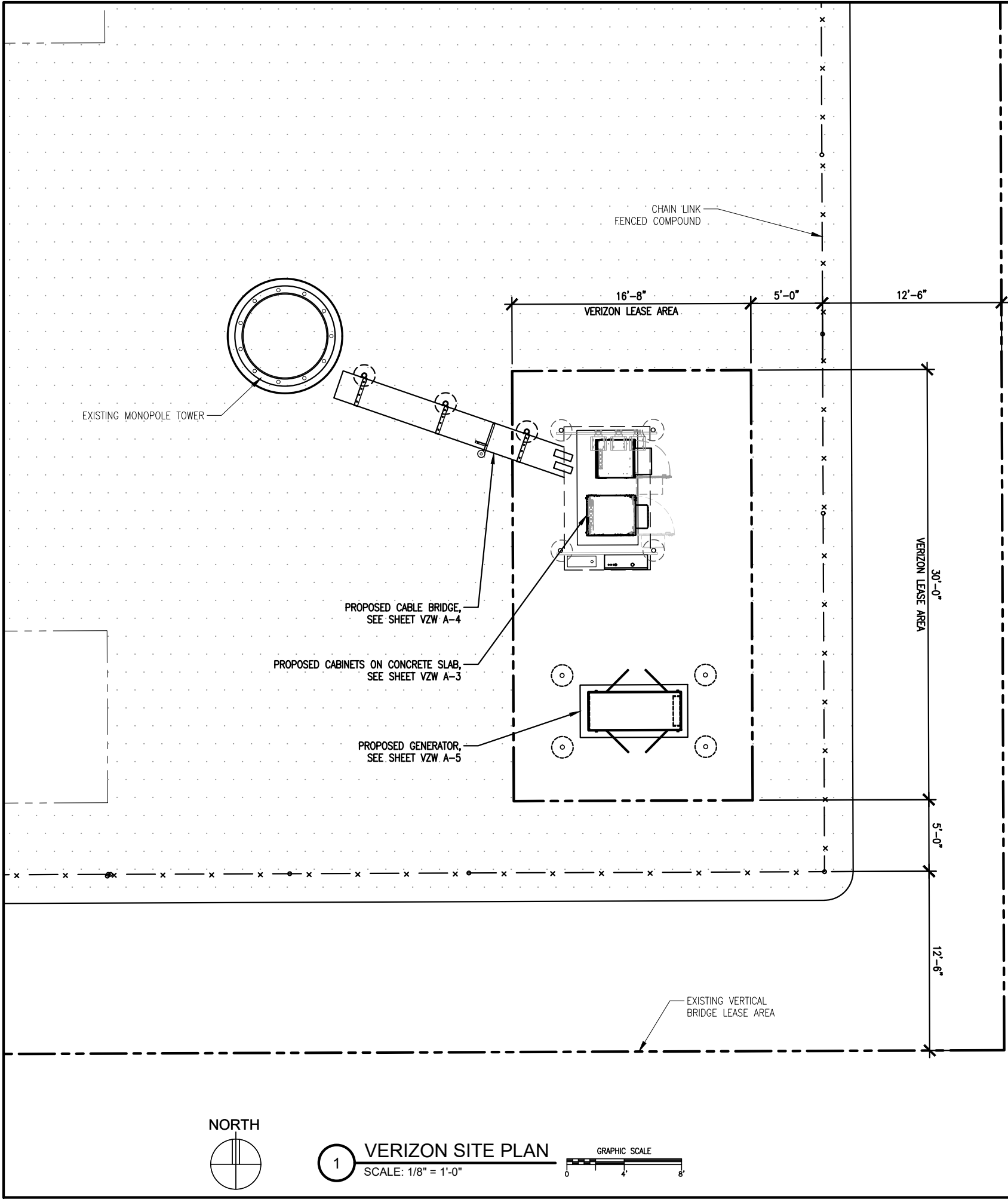
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SHEET CONTENTS:
METER UTILITY FRAME DETAIL

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

U-2



2 TOWER ELEVATION

SCALE: 1" = 30'-1

GRAPHIC SCALE

PREPARED FOR:

vertical bridge

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SHEET CONTENTS:
VERIZON SITE PLAN
TOWER ELEVATION

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

VZW A-1

Antenna Summary											
Added Antenna											
700	850	1900	AWS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	Install Type	Quantity
				5G	Ericsson	AIR6419	175	176.2	70(A),180(B),280(C)	PHYSICAL	3
LTE	5G	LTE	LTE		JMA Wireless	MX06FHG865-HG	175	179	70(A),180(B),280(C)	PHYSICAL	6

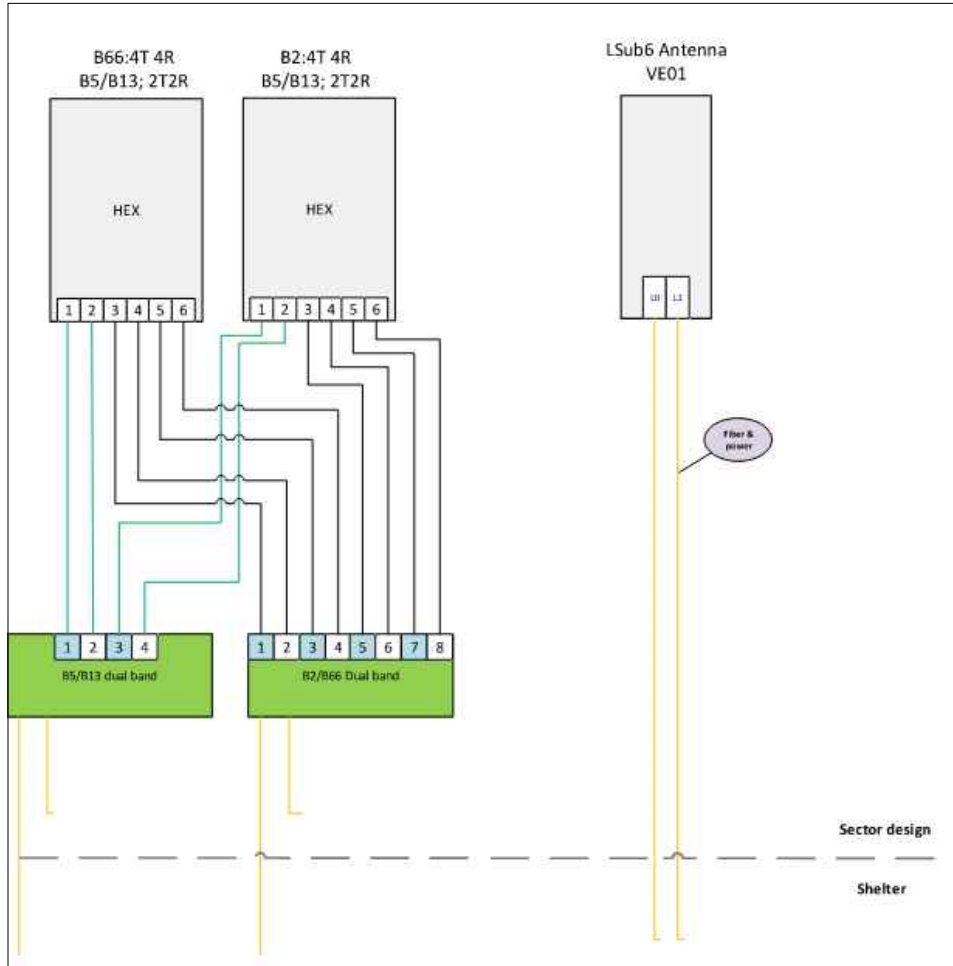
POSITION(S)
4
2 & 3

Non Antenna Summary										
Added Non Antenna										
Equipment Type	Location	700	850	1900	AWS	L-Sub6	Make	Model	Install Type	Quantity
OVP	Tower							12 OVP	PHYSICAL	1
RRU	Tower	LTE	5G				Ericsson	4490	PHYSICAL	3
RRU	Tower			LTE	LTE		Ericsson	4890	PHYSICAL	3
Hybrid Cable	Tower						6X12 Hybrid Cable	6X12 hybrid Cable	PHYSICAL	2
RRU	Tower					5G	Ericsson	AIR6419_B77D	PHYSICAL	0

POSITION(S)
-
2
3
-
-

HYBRID CABLE LENGTH CALCS:
15' - CABLE BRIDGE
175' - ANTENNA RAD C/L
20' - EXTRA
210' - TOTAL

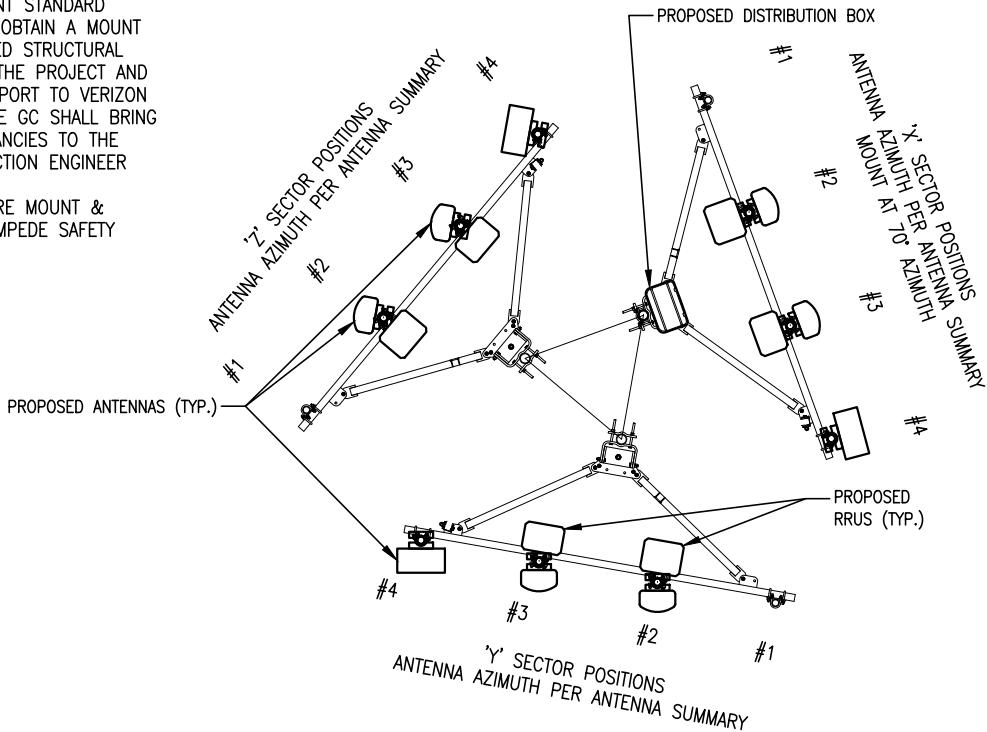
1 RFDS INFORMATION



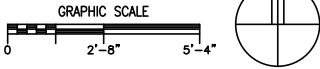
2 RFDS PLUMBING DIAGRAM

NOTES:
1. VERIZON WIRELESS GC TO SUPPLY AND INSTALL THE MOUNTS. THE MOUNTS MUST MEET THE VERIZON WIRELESS MOUNT STANDARD NSTD-445. THE GC SHOULD OBTAIN A MOUNT CLASSIFICATION BY A LICENSED STRUCTURAL ENGINEER IN THE STATE OF THE PROJECT AND SUBMIT THE PE-STAMPED REPORT TO VERIZON PRIOR TO CONSTRUCTION. THE GC SHALL BRING ANY CONCERNS OR DISCREPANCIES TO THE ATTENTION OF THE CONSTRUCTION ENGINEER AND ENGINEER OF RECORD.
2. CONTRACTOR TO ENSURE MOUNT & ANTENNA ARRAY DOES NOT IMPEDE SAFETY CLIMB/CABLES.

NOTE: TIE-BACKS NOT SHOWN FOR CLARITY



3 ANTENNA MOUNTING DETAIL



PREPARED FOR:

vertical bridge

THE TOWERS, LLC
750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
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PROJECT
US-MN-5154

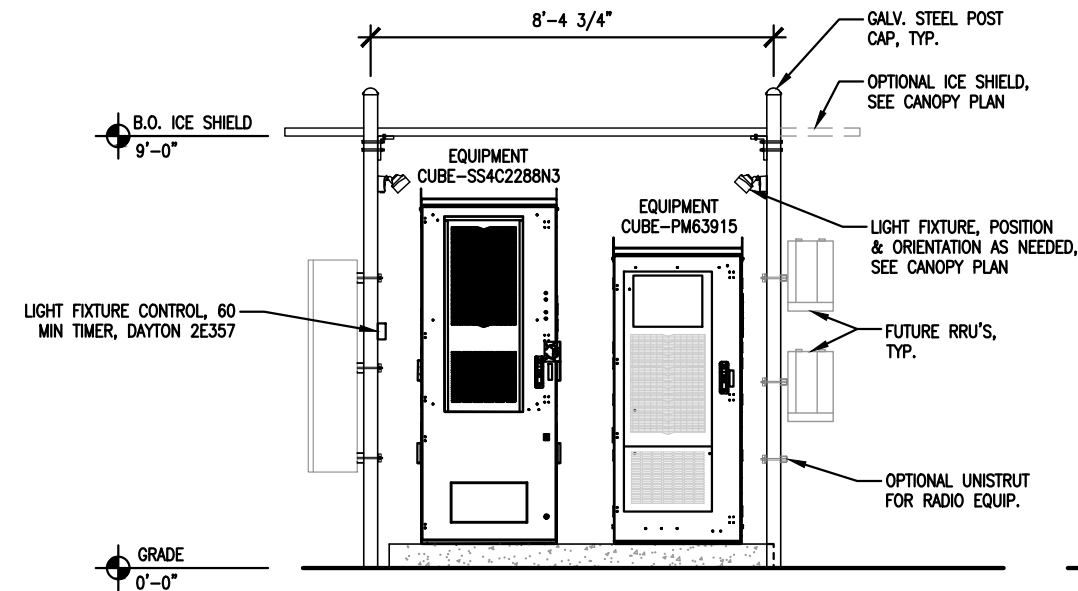
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

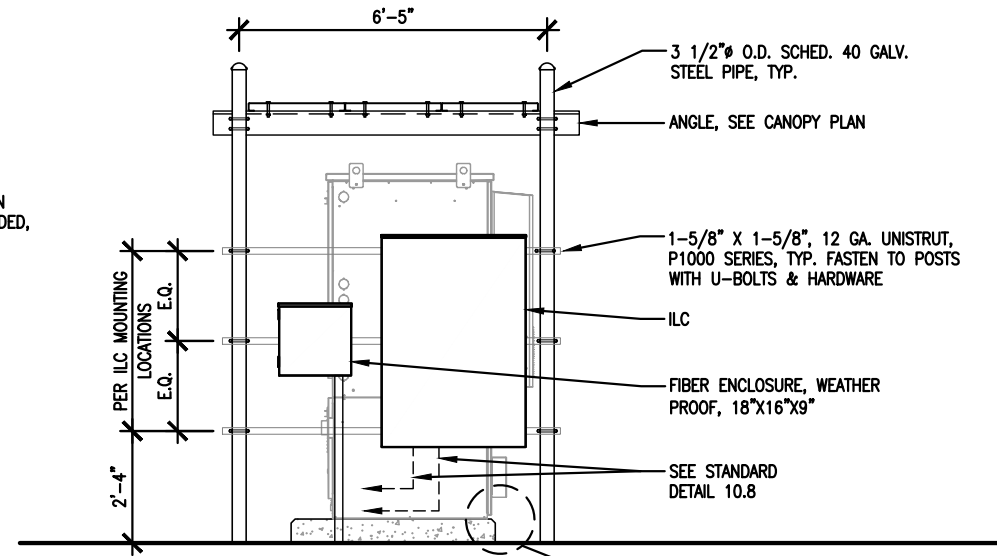
SHEET CONTENTS:
RFDS INFORMATION
RFDS PLUMBING DIAGRAM
ANTENNA MOUNTING DETAIL

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CHECKED BY:	TAB
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REV. B	11-25-24
REV. C	01-23-25

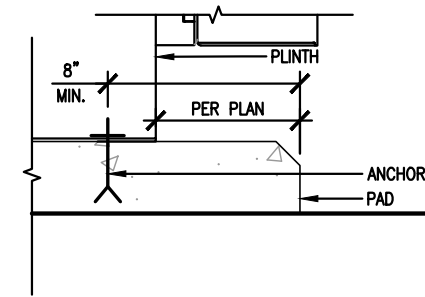
VZW A-2



5 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

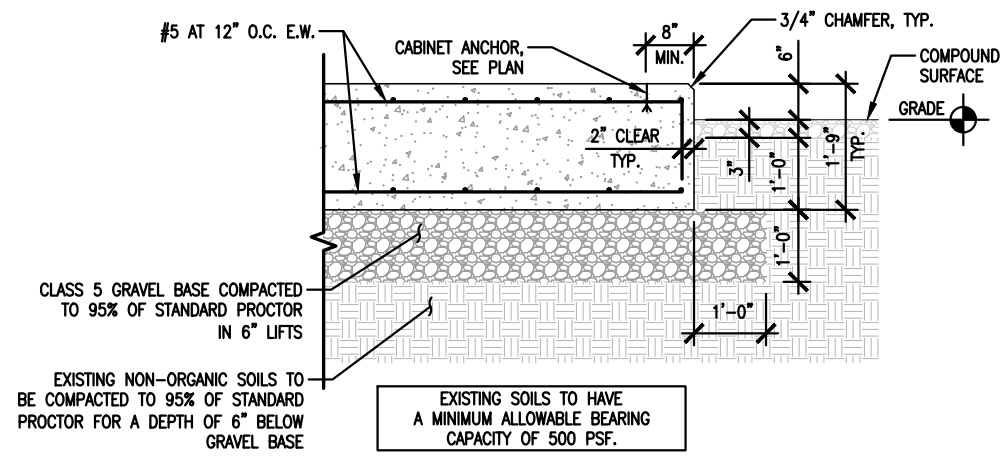


6 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

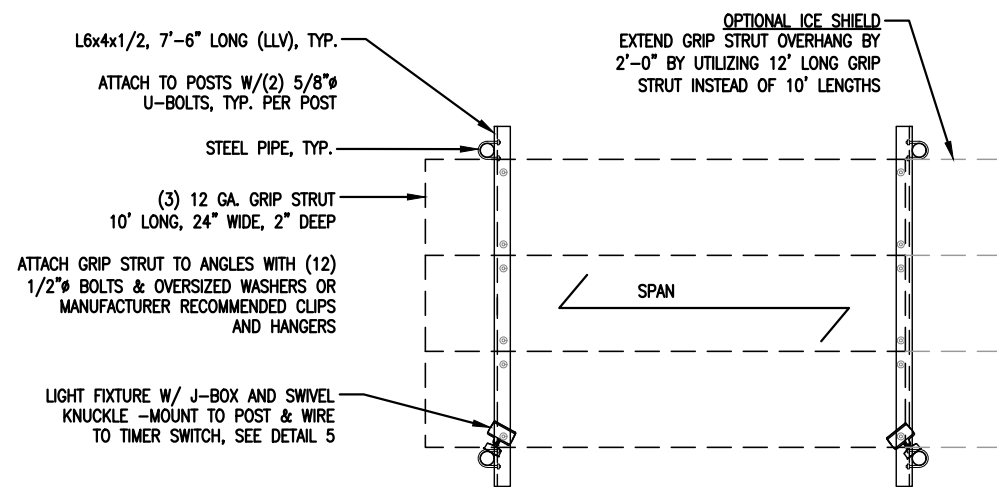


TYPICAL CAB. FRAME ANCHOR BOLT:
HILTI KWIK BOLT TZ (GALV.) EXP.
ANCHOR-5/8" X 3-9/16" NOM.
EMBED, MIN.
ANCHOR PER MANUFACTURER SPECIFIED
LOCATIONS

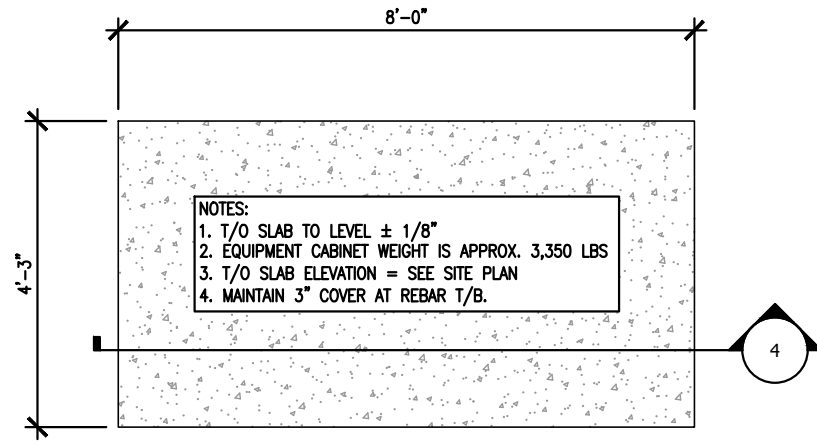
7 DETAIL
SCALE: Custom



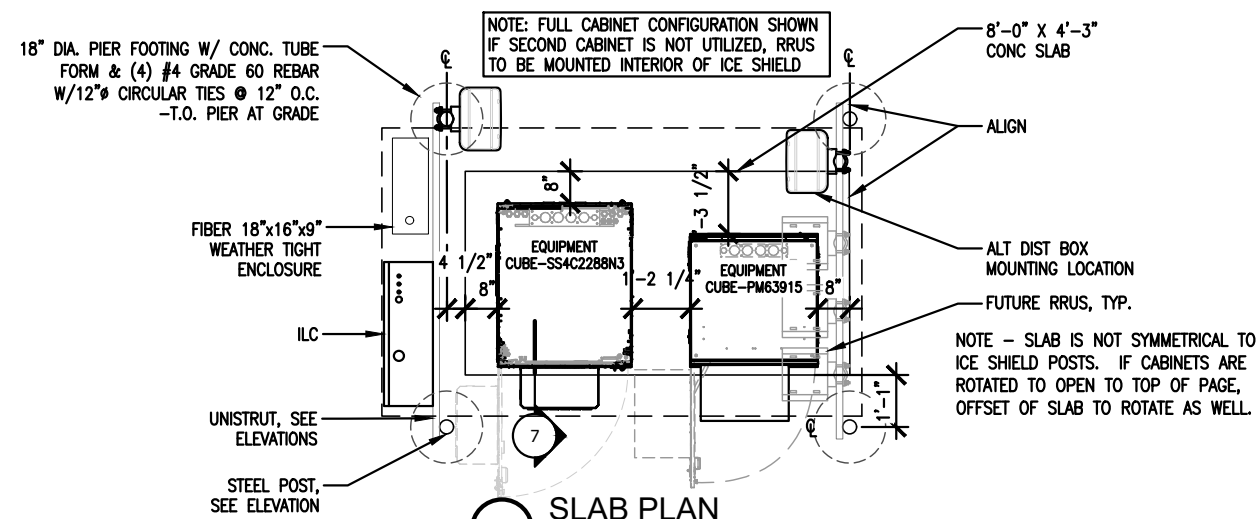
4 FOUNDATION SECTION
SCALE: 3/8" = 1'-0"



2 CANOPY PLAN
SCALE: 1/4" = 1'-0"



3 FOUNDATION PLAN
SCALE: 3/8" = 1'-0"



1 SLAB PLAN
SCALE: 1/4" = 1'-0"

NOT FOR
CONSTRUCTION

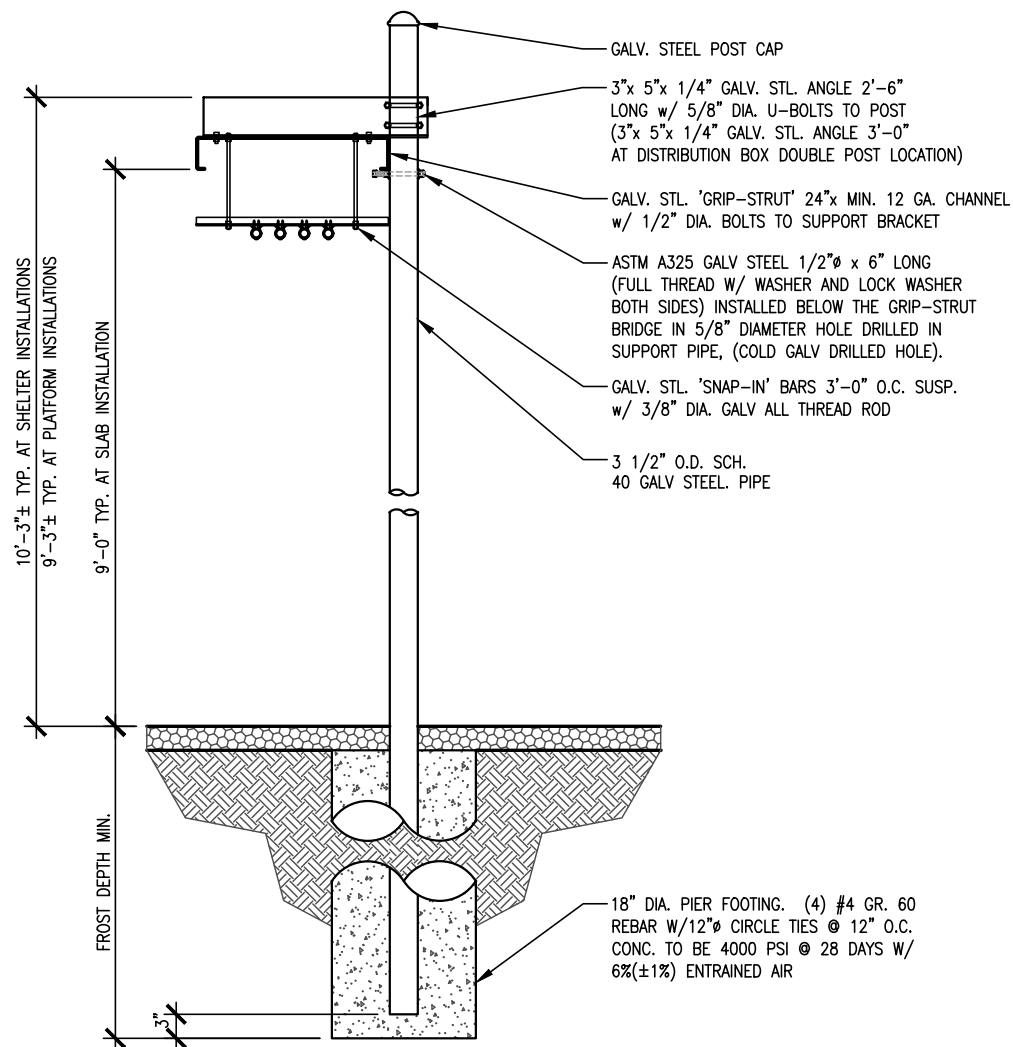
PROJECT
US-MN-5154

RED OAK

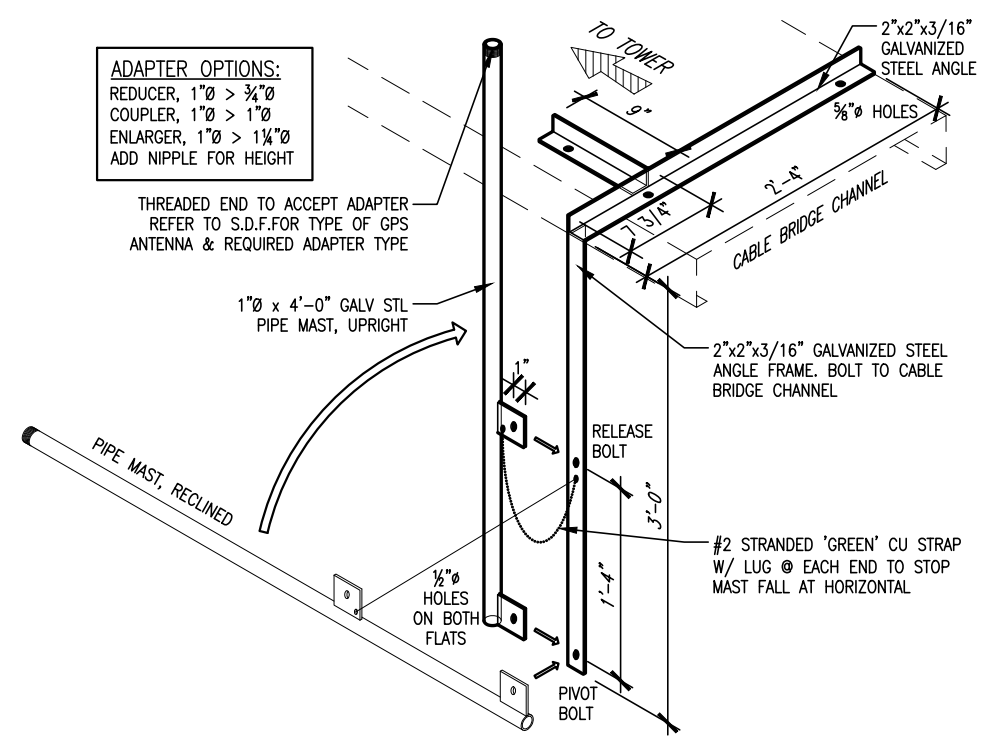
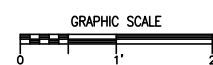
87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
FOUNDATION PLAN & DETAILS
LAYOUT PLAN
ELEVATIONS

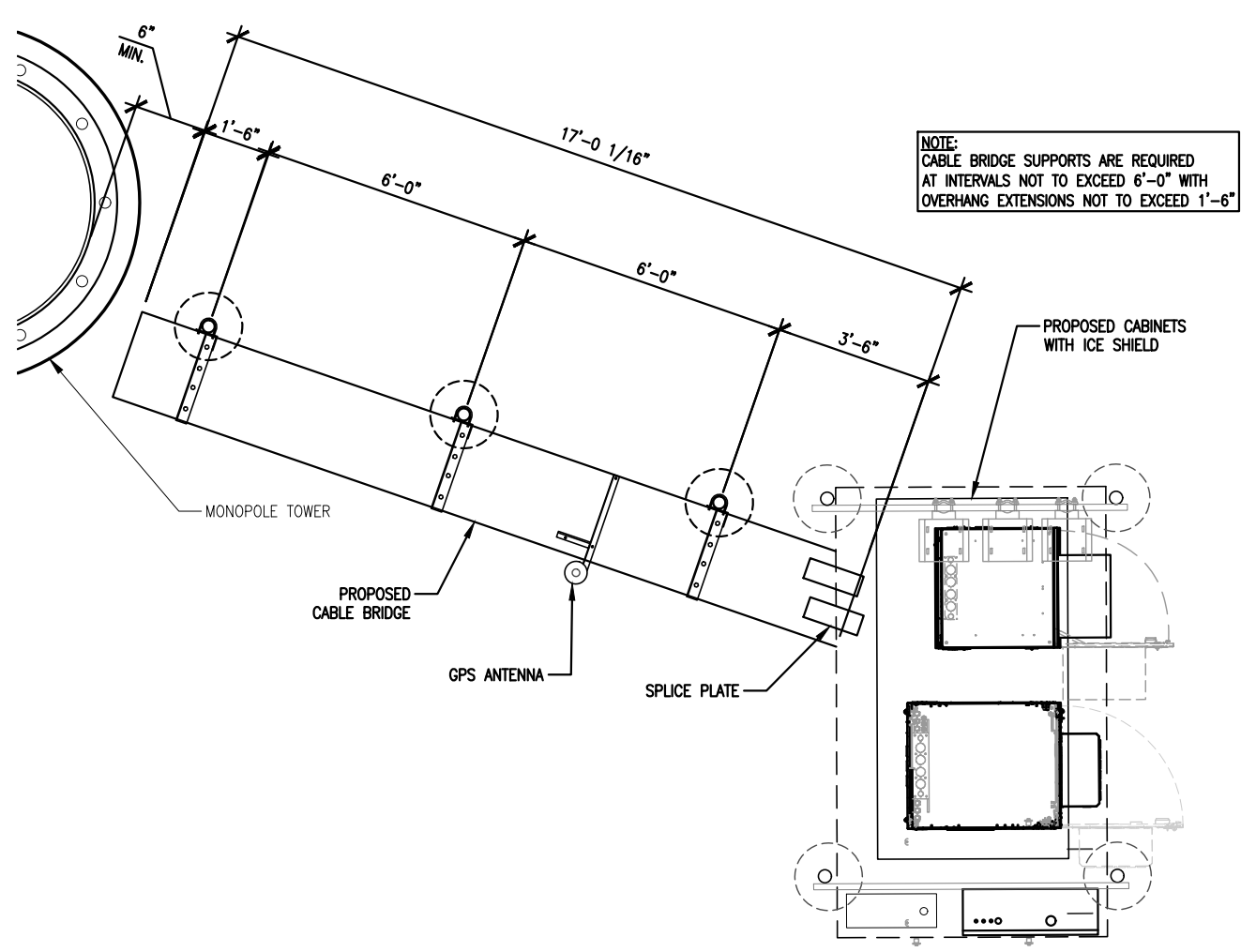
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CHECKED BY:	TAB
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REV. B	11-25-24
REV. C	01-23-25



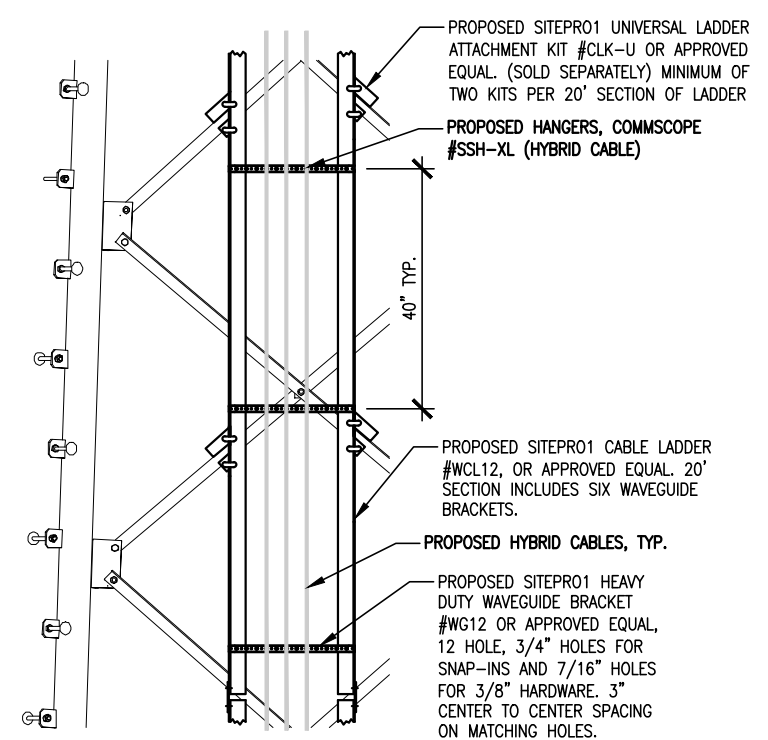
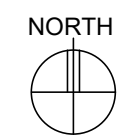
1 CABLE BRIDGE SECTION
SCALE: 1/2" = 1'-0"



3 GPS ANTENNA MOUNTING
SCALE: N.T.S



2 CABLE BRIDGE PLAN
SCALE: 3/16" = 1'-0"



4 CABLE LADDER DETAIL

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DESIGN 1
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PROJECT
US-MN-5154

RED OAK

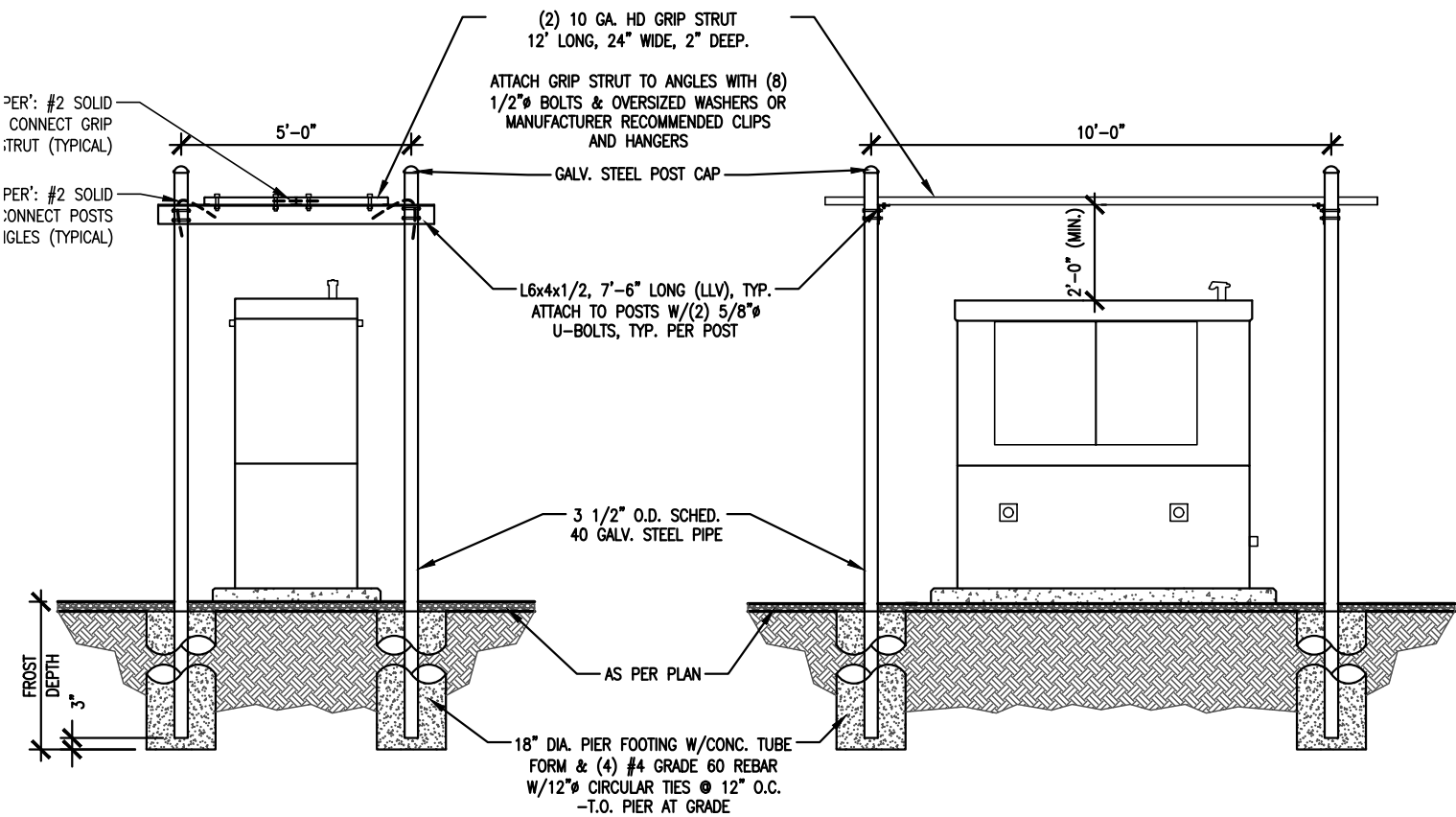
87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
CABLE BRIDGE DETAILS
CABLE LADDER DETAIL
GPS DETAILS

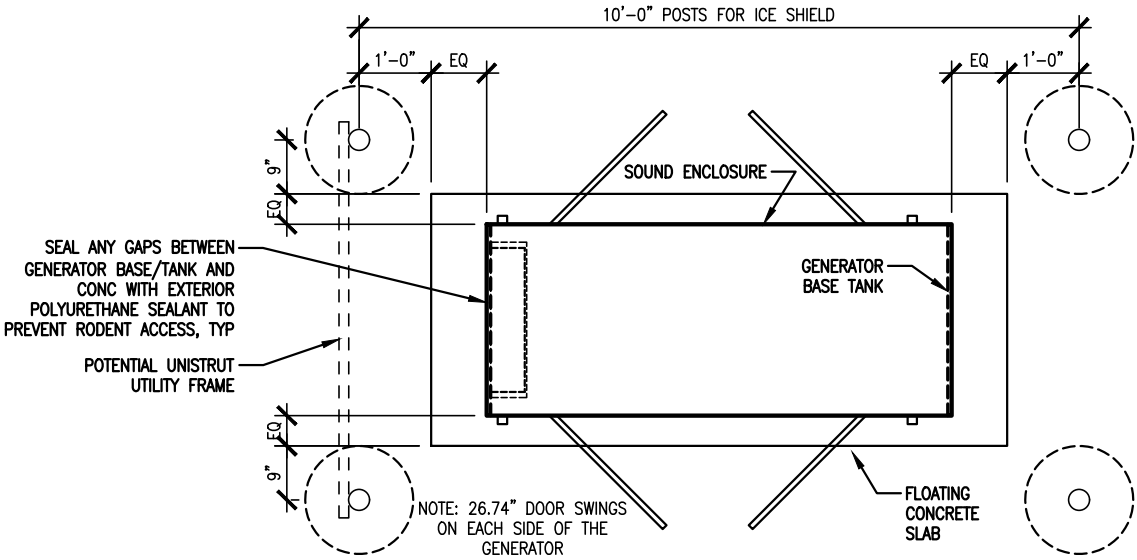
DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

30RE0ZK (Diesel 30KW) w/ Standard Tank (VzW-PS#xxxxxxx)
w/ Ice Shield
Genset ADV-8622
Standard Tank ADV-8784

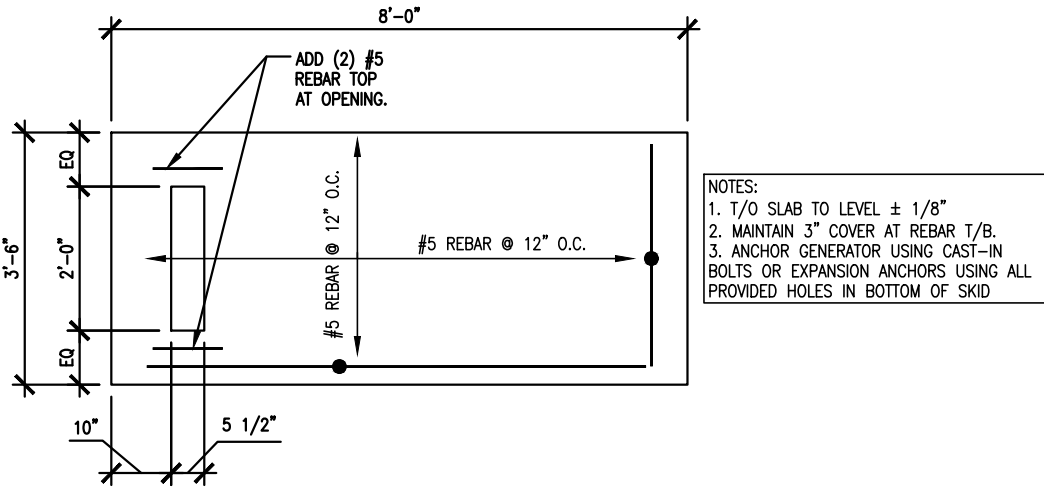
CONTRACTOR TO INSTALL E-STOP (SUPPLIED WITH GENERATOR) IN ACCORDANCE WITH THE MFG'S SPECIFICATIONS/REQUIREMENTS AND THE NEC ON THE SIDE OF THE GENERATOR ENCLOSURE. CONNECT TO GENERATOR CONTROL PANEL AS REQUIRED TO SHUT DOWN ENGINE UPON ACTIVATION.



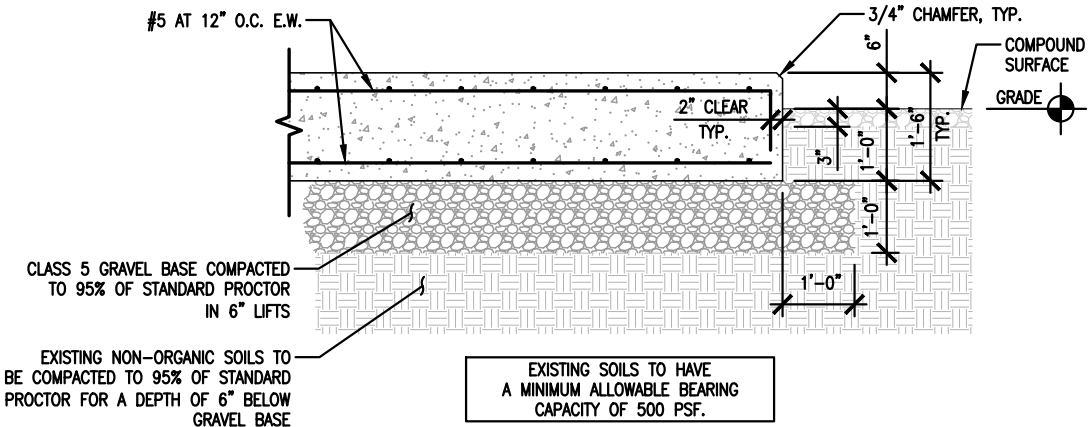
4 GENERATOR ELEVATIONS
SCALE: 1/4" = 1'-0"



3 GENERATOR PLAN
SCALE: 3/8" = 1'-0"



2 GENERATOR PAD PLAN
SCALE: 3/8" = 1'-0"



1 GENERATOR PAD SECTION
SCALE: 3/8" = 1'-0"

PREPARED FOR:
vertical bridge
THE TOWERS, LLC
750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
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DESIGN 1
9973 VALLEY VIEW RD.
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PROJECT
US-MN-5154

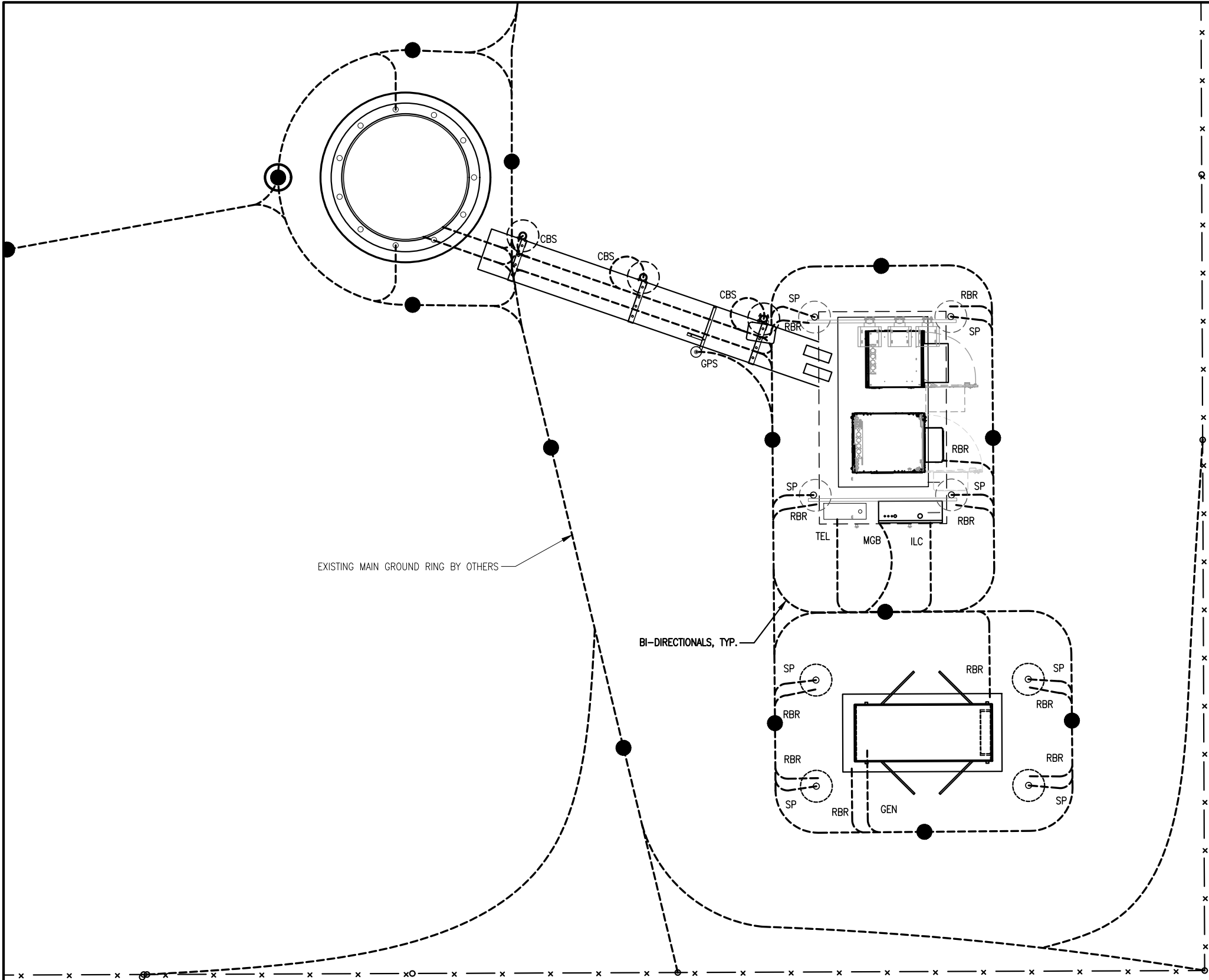
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GENERATOR DETAILS

DRAWN BY: SJD
CHECKED BY: TAB
REV. A 11-14-24
REV. B 11-25-24
REV. C 01-23-25

VZW A-5



NOTE:
CONTRACTOR SHALL ENSURE THAT EACH WHIP IS
ROUTED TO LEAD 1 BY THE SHORTEST PATH, AND
BENDS SHALL NOT BE LESS THAN 12" RADIUS

NOTE:
GENERAL CONTRACTOR IS RESPONSIBLE FOR
CONFIRMING THAT THE INSTALLATION OF ALL
GROUNDING MEETS THE VERIZON NETWORK
STANDARD NUMBERS "NSTD46" DOCUMENTS TITLES
"CELL SITE AND MICROWAVE RADIO STATION
PROTECTION -- ENGINEERING CONSIDERATIONS"

PREPARED FOR:

vertical bridge

THE TOWERS, LLC
750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

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PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

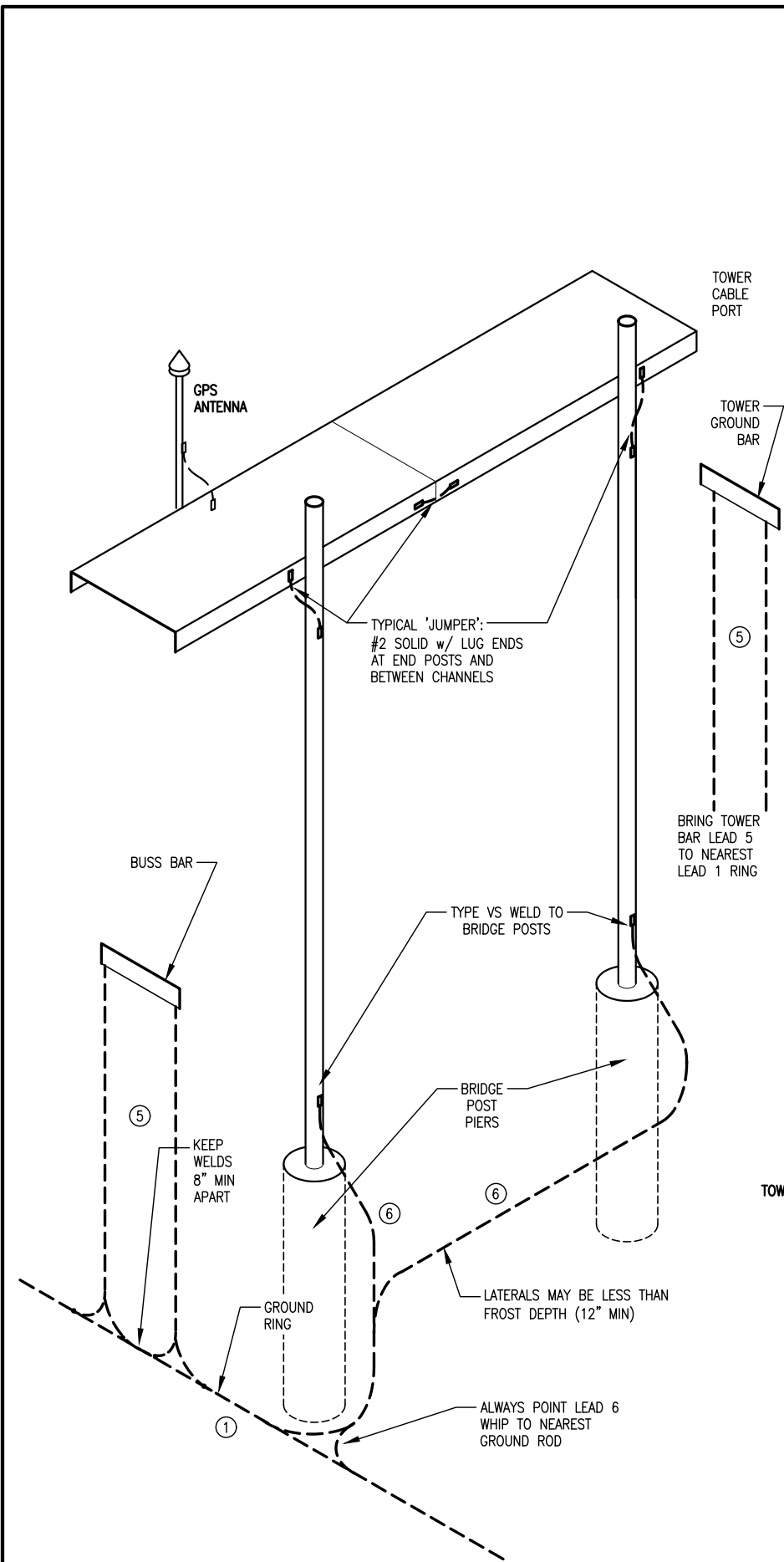
SHEET CONTENTS:
GROUNDING PLAN

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25

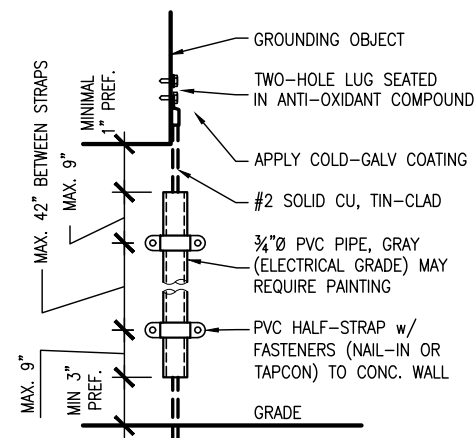
1 GROUNDING PLAN
SCALE: NTS



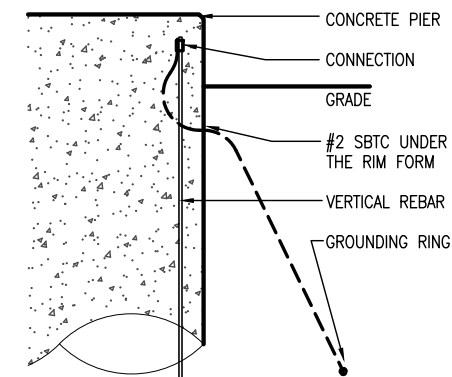
VZW G-1



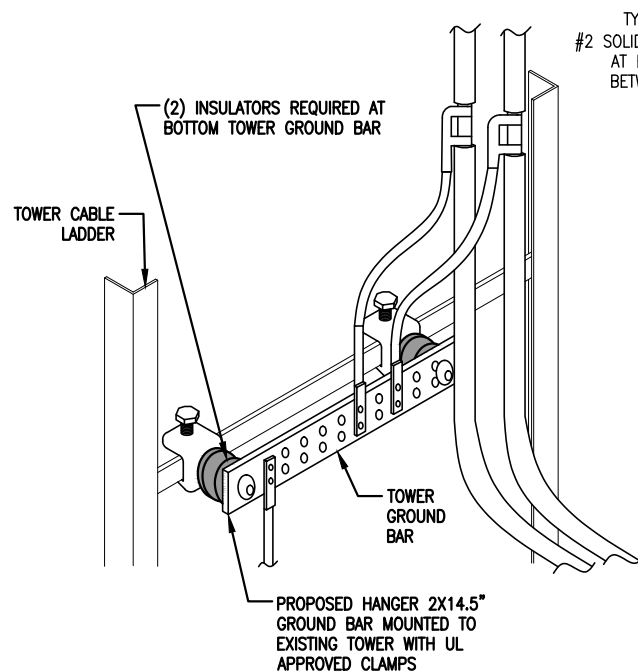
1 TYPICAL CABLE BRIDGE GROUNDING DETAIL
SCALE: NONE



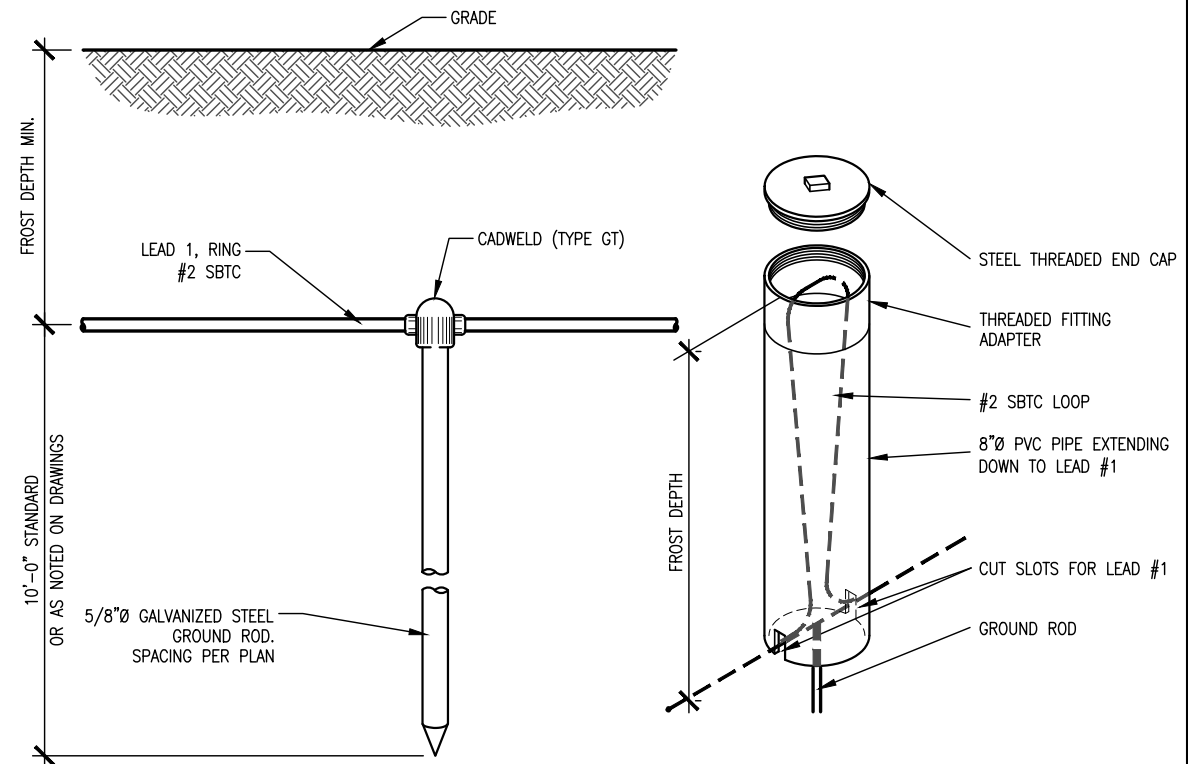
4 CONDUIT DETAIL
SCALE: NONE



3 REBAR GROUNDING DETAIL
SCALE: NONE



2 TOWER GROUND BAR DETAIL
SCALE: NONE

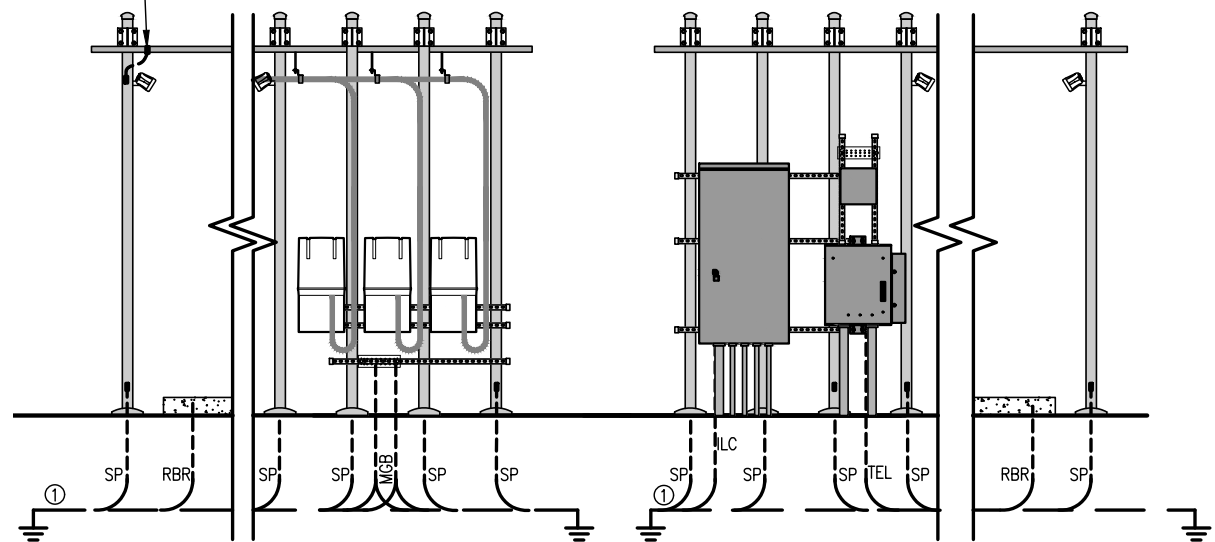


5 GROUND RING & ROD DETAIL
SCALE: NONE

NOTE: CONTRACTOR SHALL INSTALL
GROUNDING PER VZW STANDARD NSTD 46.

GROUNDING TYPICAL FOR SLAB W/3
CABINETS AND SLAB W/4 CABINETS

PROPOSED EQUIPMENT CABINETS TO BE
GROUNDED PER MANUFACTURERS SPECS
AND ATTACHED TO MAIN BUSS BAR



6 FRONT ELEVATION
SCALE: NONE

7 BACK ELEVATION
SCALE: NONE

NOT FOR
CONSTRUCTION

DESIGN 1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GROUNDING DETAILS

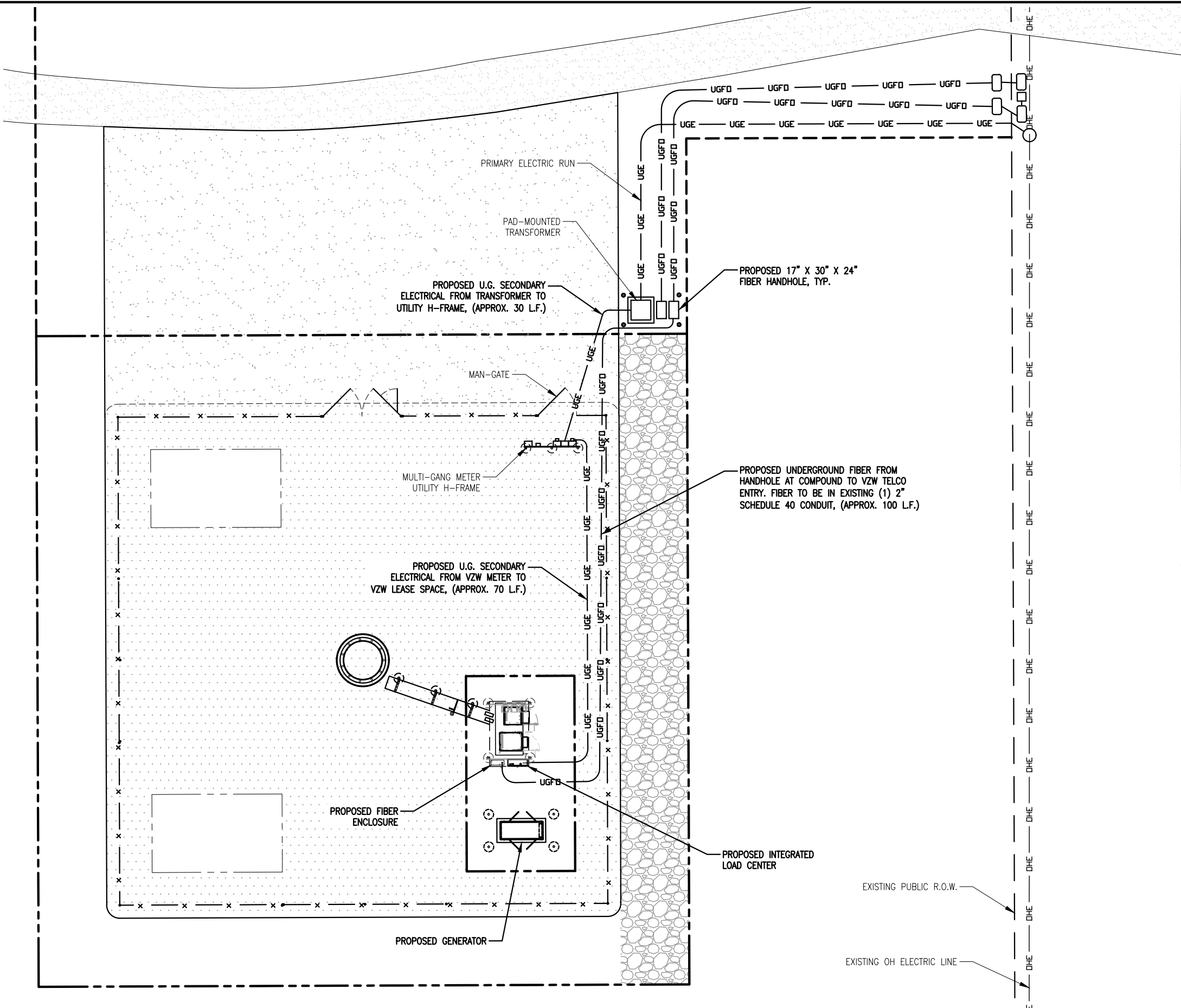
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REV. A 11-14-24
REV. B 11-25-24
REV. C 01-23-25

VZW G-2

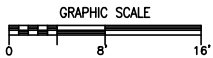
- GENERAL NOTES:
- 1) CONTRACTOR TO COORDINATE PUBLIC & PRIVATE UTILITY LOCATES PER STATE LAW PRIOR TO EXCAVATION. EXISTING UTILITY LINES DEVIATING FROM THAT SHOWN HEREIN SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN 1 & VZW CONSTRUCTION ENGINEER.
 - 2) SECONDARY ELECTRICAL -
INSTALL CONDUIT 32" BELOW GRADE WITH TWO (2) DETECTABLE RIBBONS.
 - 3) FIBER OPTIC -
INSTALL CONDUIT 36" BELOW GRADE WITH PULL STRING, TRACEABLE WIRE AND TWO (2) DETECTABLE RIBBONS.

POWER DESIGN NOTES:

POWER TO BE INSTALLED PER UTILITY COORDINATION REPORT.



1 SITE UTILITY PLAN
SCALE: 1/16" = 1'-0"



McCulley Road

vertical bridge

THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

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EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

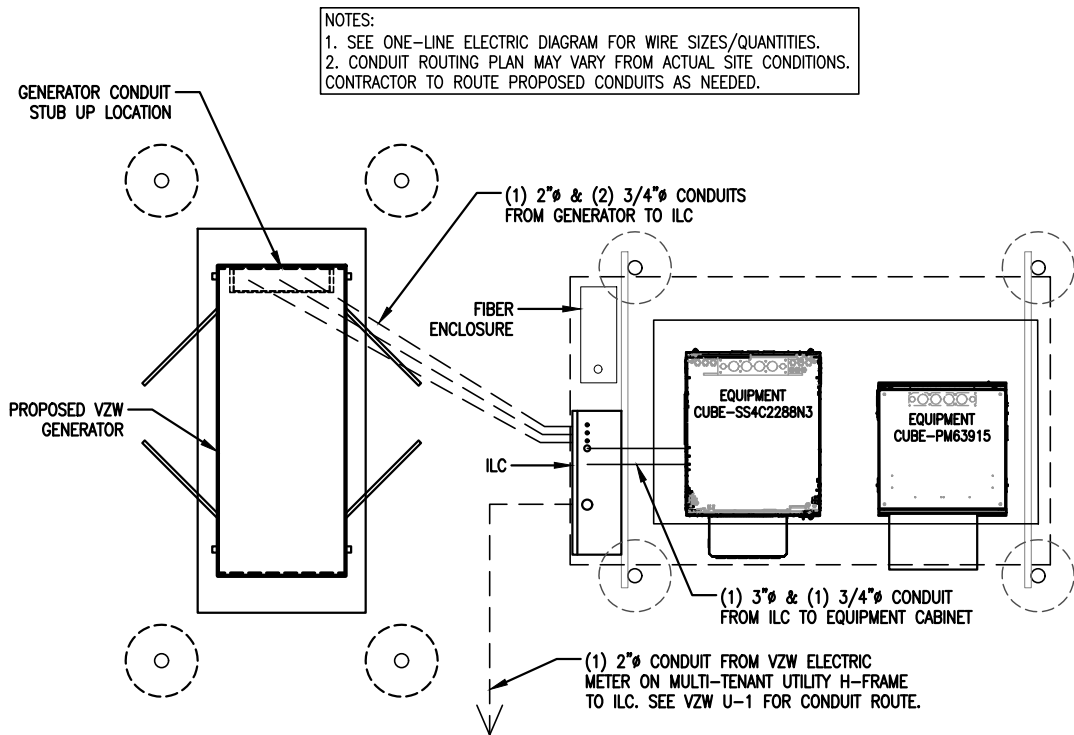
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

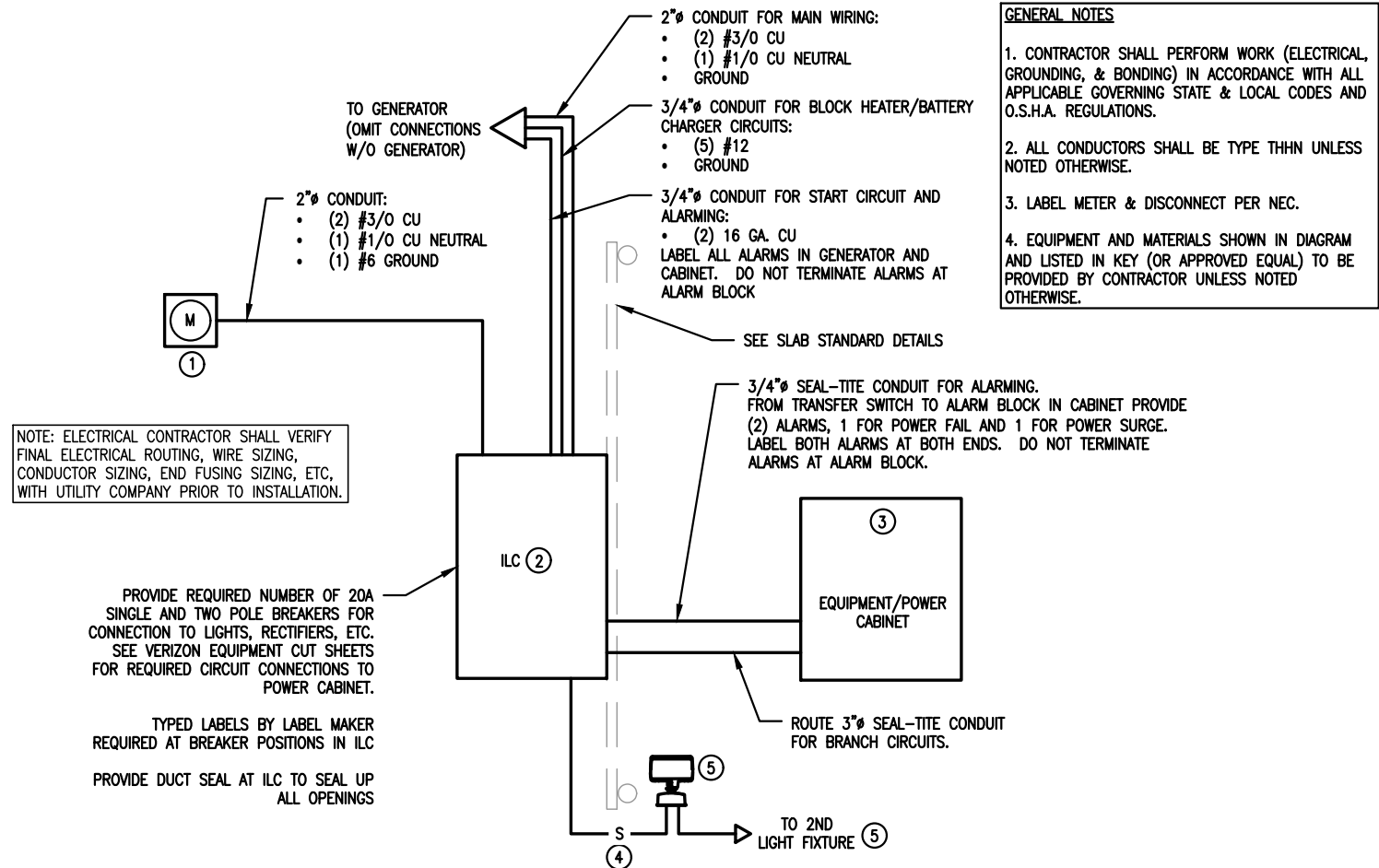
SHEET CONTENTS:
VZW UTILITY PLAN

DRAWN BY: SJD
CHECKED BY: TAB
REV. A 11-14-24
REV. B 11-25-24
REV. C 01-23-25

VZW U-1



1 CONDUIT ROUTING PLAN
SCALE: 1/4" = 1'-0"



ELECTRICAL EQUIPMENT LIST & KEY				
KEY NOTE	ALT.	MANUFACTURER PART NUMBER	MANUFACTURER	DESCRIPTION
①	-	-	-	UTILITY CO. APPROVED 200A METER WITH MCB/DISCONNECT
②	GEN.	AA300G-1PH-42-3R	ASCO POWER TECHNOLOGIES	D300L SERIES, SINGLE PHASE, 200A POWER TRANSFER LOAD CENTER (PROVIDED BY VERIZON)
	W/O GEN.	AA300G-1PH-3RGC		D300L SERIES, SINGLE PHASE, 200A POWER TRANSFER LOAD CENTER W/CAM-LOK (PROVIDED BY VERIZON)
③	-	-	-	PUNCH DOWN ALARM TERMINAL BLOCK (LOCATED WITHIN EQUIPMENT)
④	-	E357	DAYTON	LIGHT FIXTURE CONTROL & WEATHERPROOF CASING
⑤	-	OLFL PE 14 BZ	LITHONIA	OUTDOOR INTEGRATED LED FLOOD LIGHT FIXTURE - MOUNT PER STANDARD DETAILS

2 ONE-LINE ELECTRICAL DIAGRAM
SCALE: NONE

NOT FOR
CONSTRUCTION

PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
CONDUIT ROUTING PLAN
ONE LINE ELECTRIC DIAGRAM

DRAWN BY: SJD
CHECKED BY: TAB
REV. A 11-14-24
REV. B 11-25-24
REV. C 01-23-25

VZW U-2

MIN RED OAK Coverage Before and After Comparison

The following simulation maps show the coverage improvement in the area surrounding the proposed MIN RED OAK site. Currently the site is surrounded by areas of low coverage, as measured by RSRP (Reference Signal Received Power). This measures the power level received by the wireless device in a certain location, given in decibels (dB). For a typical case, “good” coverage, that is, coverage that will provide reliable service both indoors and outdoors, is anything above around -85 dB. Coverage that is somewhat reliable, but may start to show signs of degraded reliability, would be below that level to around -95 dB; Verizon would consider that “Fair” coverage. And “Poor” coverage would then be signal levels below that -95 dB to -105 dB. Signal may exist and be sufficient in some situations below that level, but reliability is very degraded and the likelihood that a user would be able to maintain a consistent connection is low.

The first map (Figure 1, below) shows the signal levels as described above as it is today. Red areas show where coverage is “good”, yellow is where Verizon has “fair” coverage, and blue is “poor” coverage.

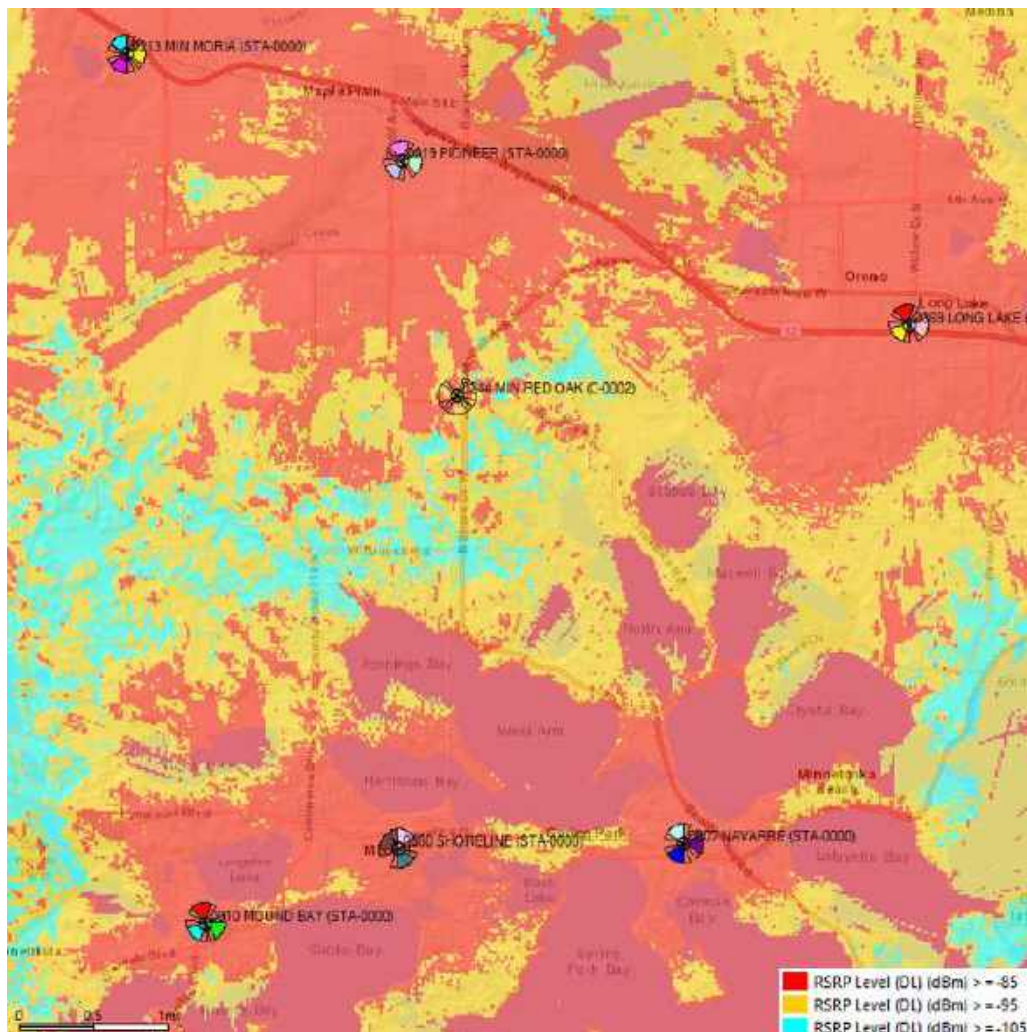


Figure 1: Existing Coverage surrounding the proposed MIN RED OAK Site

Figure 2 below shows the impact of adding MIN RED OAK to our network. MIN RED OAK has converted all the areas surrounding it for a couple of miles from “poor” or “fair” to “good”, and has also converted areas further from the site from “fair” to good. This includes ensuring consistent coverage for the entirety of N Shore Dr between Lake Minnetonka and US Hwy 12, which currently ranges from fair to poor coverage.

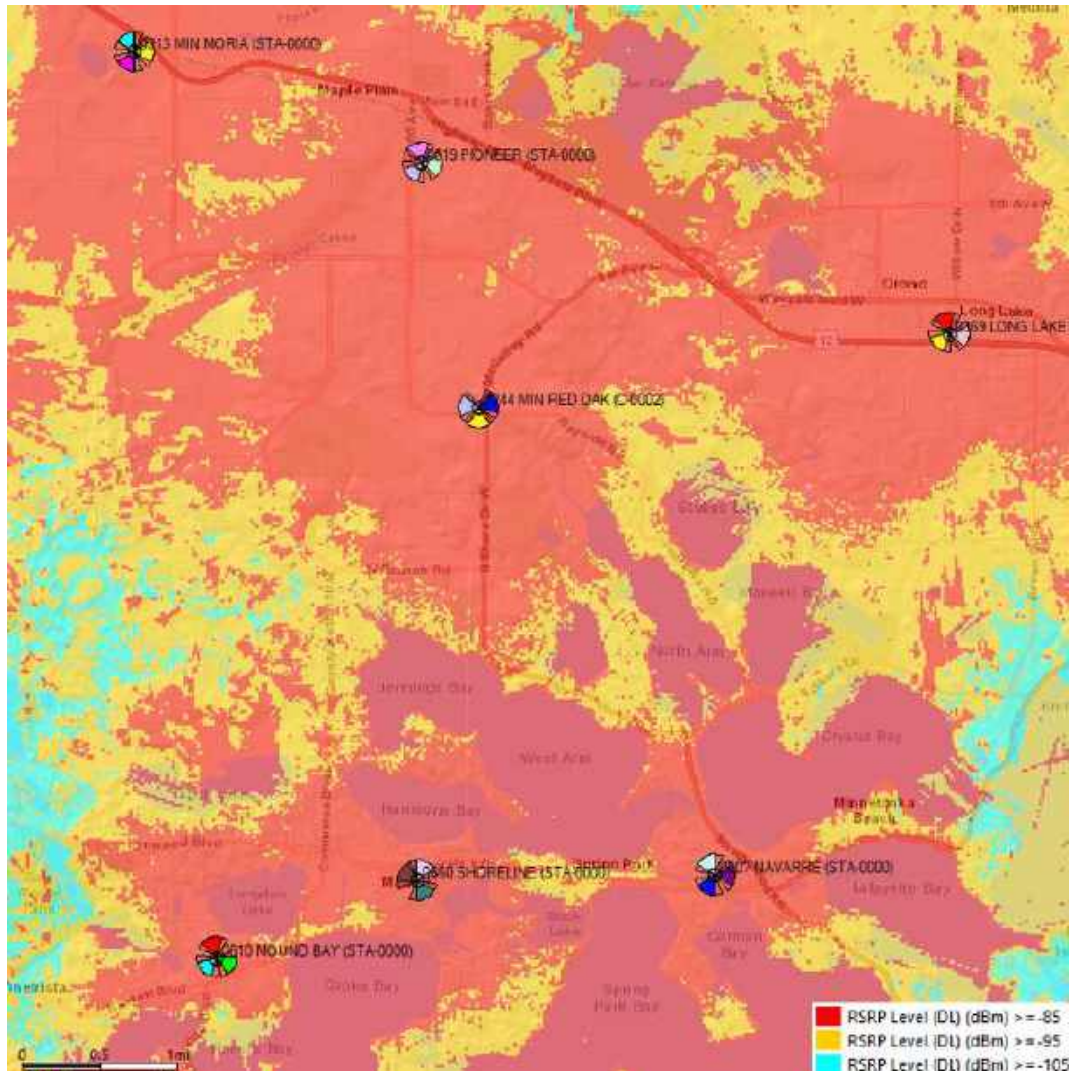


Figure 2: Proposed Coverage surrounding the proposed MIN RED OAK Site

In addition to the coverage simulations provided, Verizon has measured data from several drive tests that confirms the current poor coverage in the area, and we are confident that MIN RED OAK is the best solution to fill in these coverage gaps and ensure reliable communications for customers in the area north of Lake Minnetonka.

December 16, 2024

Jennifer Schaumburg
The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487



Subject:	Fall Certification Letter	
Arcosa Designation:	Arcosa Project Number:	B412
	Arcosa Site Name:	Red Oak (US-MN-5154)
Engineering Firm Designation:	B+T Group Project Number:	174295.001.01.0001
Site Data:	Red Oak (US-MN-5154)	
	180'ext195' Self Support Tower	

To Whom it May Concern:

As Requested by Arcosa Telecom Structures on behalf of The Towers, LLC, B+T Group is pleased to submit this "Fall Certification Letter" for the 180'ext 195' Self Support Tower to be constructed at the **Red Oak (US-MN-5154)** site.

This tower will be designed in accordance with the TIA 222-H standard for Hennepin County, MN. The tower will be designed to support antennas and transmission lines for four wireless carriers. The design criteria are more particularly described as follows:

Design Wind Speed: 109mph 3-sec gust (no ice), 50mph 3-sec gust (1.5" ice)
Structure Class: II
Exposure Category: C
Topographic Category: 1

175'—Wireless Carrier 1 (CaAa= 42,000 sq in w/ (18) 1 5/8" transmission lines
165'—Wireless Carrier 2 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
155'—Wireless Carrier 3 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
145'—Wireless Carrier 4 (2) 6' MW Dishes (6GHZ) w/ (9) 1.625 transmission lines

Currently it is our understanding that this structure be designed such that, if a failure were to occur, the tower would fall within a radius of 90.0' from the base of the structure. It should be understood that communication structures are designed in accordance with strict structural standards and it is extremely rare that well maintained towers fail under normal operational conditions. However, in the highly unlikely event that this tower were to experience operational failure, the failure mode would most likely be compression buckling. In a compression buckling failure, it is reasonable to assume a structure of this type would most likely collapse and fall on itself within a radius of 90.0' from the base of the tower. It should be understood that this opinion does not consider unpredictable extreme catastrophic events for which the structure is not designed. However, any damage to surrounding property caused by the tower failing during such an event would be relatively insignificant when compared to the damage caused to the surrounding property by the event itself.

I hope this letter satisfies your concerns. Please let us know if we may be of further assistance.

Respectfully submitted by: B+T Engineering, Inc.

Chad E. Tuttle, P.E.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: CHAD E. TUTTLE

Signature: 

Date: 12/16/24 License # 42966

Landlord:

Tenant:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487

Site #: US-MN-5154

Site Name: RED OAK

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "Agreement") is made this 16th day of October, 2024 (the "Effective Date") by and between **Lawrence F. Vensel & Susan K. Vensel, or successors(s) as Trustees of the Vensel Family Trust dated February 10, 2012** ("Landlord"), whose address is [REDACTED], and **The Towers, LLC**, a Delaware limited liability company, doing business in the State of Minnesota as The Towers BTS of Minnesota LLC, a Delaware limited liability company ("Tenant"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of Hennepin, in the State or Commonwealth of Minnesota, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the "**Property**"); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 10,000 square feet and to obtain easements for landscape buffer, utilities and access (collectively, the "**Premises**"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

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

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the "**Option**") during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Tenant (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant's permitted use under this

Agreement, all at Tenant's expense. Tenant shall be authorized to apply for the Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's Tests. Tenant will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within thirty (30) days of the full execution of this Agreement. The Option Period will be for a term of four (4) years from the Effective Date (the "**Option Period**").

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

2. TERM.

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the "**Initial Term**").

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Term, of Tenant's intent not to renew. For purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s).

3. RENT

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("**Rent Commencement Date**"), Tenant shall pay to Landlord a monthly rent payment of [REDACTED] ("**Rent**") at the address set forth in Section 29 above on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) Beginning on the first anniversary of the Rent Commencement Date of the first Renewal Term and each five-year anniversary of the Rent Commencement Date of each Renewal Term thereafter throughout the remainder of the Term and Renewal Term(s), if any, the Rent shall be increased by an amount equal to [REDACTED] of the amount of the Rent for the previous Term or previous Renewal Term, as the case may be, which sum shall be payable in equal monthly installments in advance as herein set forth.

4. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all

real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. **USE.** The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment (collectively, the "**Communications Facilities**"), and to alter, supplement and/or modify same. Tenant may, subject to the foregoing, make any improvements, alterations or modifications to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with the use of the Premises for the intended purposes by Tenant and/or its subtenants and licensees, as applicable. Tenant shall have the exclusive right to install and operate the Communications Facilities upon the Premises.

6. **ACCESS AND UTILITIES.** During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to coordinate, cooperate and assist Tenant with obtaining the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable. Any roadway used for access to the Premises to be constructed, improved, and/or used by Tenant during the Term shall be maintained and repaired by Tenant; however, in the event Landlord (or anyone acting on behalf of Landlord or with Landlord's consent, implied or otherwise, including without

limitation Landlord invitees, employees, contractors, etc.) uses the access roadway and such use causes damage to same, then Landlord shall be responsible for any repairs required to repair the access roadway.

7. EQUIPMENT, FIXTURES AND REMOVAL. The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customers, subtenants or licensees may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises including any footings and foundations down to a depth of two (2') feet below grade level, but excluding underground utilities (if any) and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLEASE. Tenant may transfer or assign this Agreement to Tenant's Lender (defined below), principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord's consent (a "**Permitted Assignment**"). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may subdivide the Property without Tenant's prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in Section 14 hereof.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any

governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. There has been no release of or contamination by hazardous materials on the Property by Landlord, or to the knowledge of Landlord, any prior owner or user of the Property.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and subcontractors engaged by or through Tenant.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE

NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than [REDACTED]. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the "**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms, provided: (a) the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice; (b) given Landlord's direct relationship and access to Tenant, Tenant shall not be

responsible for payment of any broker fees associated with an exercise of Tenant's rights to acquire the ROFR Property; and, (c) Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its right of first refusal, including if the Minimum Terms are modified between Landlord and the Third Party Competitor, Landlord shall be required to reissue a New Offer to Tenant.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including, without limitation, if applicable, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION; CASUALTY.

(a) In the event Landlord receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain related to the Property or the Premises, it will forthwith send a copy of such notice to Tenant. If all or any part of the Premises is taken by eminent domain, Tenant may, upon written notice to Landlord, elect to terminate this Agreement, whereupon neither party shall have any further liability or obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon.

(b) In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Property (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business

or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant (which remains uncured by Lender), Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the

holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "SNDA") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers, subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

(b) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement, the Communications Facilities and/or leasehold estate in the Premises (a "Tenant Mortgage") and Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any such lender of Tenant ("Lender") of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure. The term "Lender" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased or licensed, or may in the future sublease or license, certain of the improvements thereon or portions of the Premises to third parties, and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Section 25 and Section 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement, and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Section 25 and Section 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:

Vensel Family Trust
[REDACTED]

If to Tenant:

The Towers, LLC
750 Park of Commerce Drive,
Suite 200
Boca Raton, Florida 33487
Ref: US-MN-5154
Attn: VP Asset Management

If to Lender:

Toronto Dominion (Texas) LLC
[REDACTED]

Attn: Admin Agent
[REDACTED]

With a copy to: General Counsel

30. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord's or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto. In addition, Tenant's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Tenant.

(i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option to Lease or Memorandum of Lease.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES:	LANDLORD:
	Vensel Family Trust dated February 10, 2012
Janet Mankowski Name: <u>Janet Mankowski</u>	By: <u>Larry Vensel</u> Larry Vensel, Trustee
Julia Vomhof Name: <u>Julia Vomhof</u>	Date: <u>10.2.2024</u>
	By: <u>Susan K. Vensel</u> Susan K. Vensel, Trustee
	Date: <u>10/2/2024</u>

STATE OF Minnesota

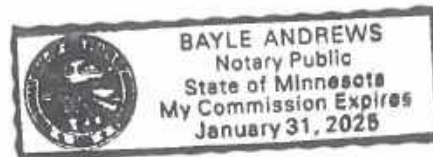
COUNTY OF Hennepin

This instrument was acknowledged before me October 2,
Bayle Andrews, 20 24 by _____
Lawrence Vensel (name of signatory) and Susan Vensel
as Trustees (title of signatory) of the Vensel Family Trust dated February 10, 2012.




Bayle Andrews
Notary Public

Print Name: Bayle Andrews

My Commission Expires: 01.31.2025



(Tenant signature page to Option and Lease Agreement)

WITNESSES:  Name: <u>Edward Davis</u>  Name: <u>Christopher Antoun</u>	TENANT: The Towers, LLC a Delaware limited liability company By:  Name: <u>Randy Wilson</u> Title: <u>Vice President Development</u> Date: <u>10/16/2024</u>
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STATE OF FLORIDA

Leasing Ops ^{DS} LG

COUNTY OF PALM BEACH

This instrument was acknowledged before me October 16, 2024, by Randy Wilson (name of signatory) as VPD (title of signatory) of The Towers, LLC..


Notary Public

Print Name: Elise Reichbach

My Commission Expires: 7/16/2026



EXHIBIT 1

Legal Description of the Property (Parent Parcel)

(may be updated by Tenant upon receipt of final legal description from title)

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

The East 345 feet of the South 632 feet of the Southeast Quarter of the Southeast Quarter of Section 36, Township 118 North, Range 24 West of the 5th Principal Meridian, subject to the right of way of a public road along the South and East sides thereof.

Parcel ID: 36-118-24-44-0009

Being the same property conveyed to Lawrence F. Vensel & Susan K. Vensel, or successor(s), as Trustees of the Vensel Family Trust dated February 10, 2012 in Warranty Deed from Larry Vensel a/k/a Lawrence Vensel and Susan Vensel, married to each other dated October 28, 2022 and recorded December 5, 2022 in Instrument No. 11167056.

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)

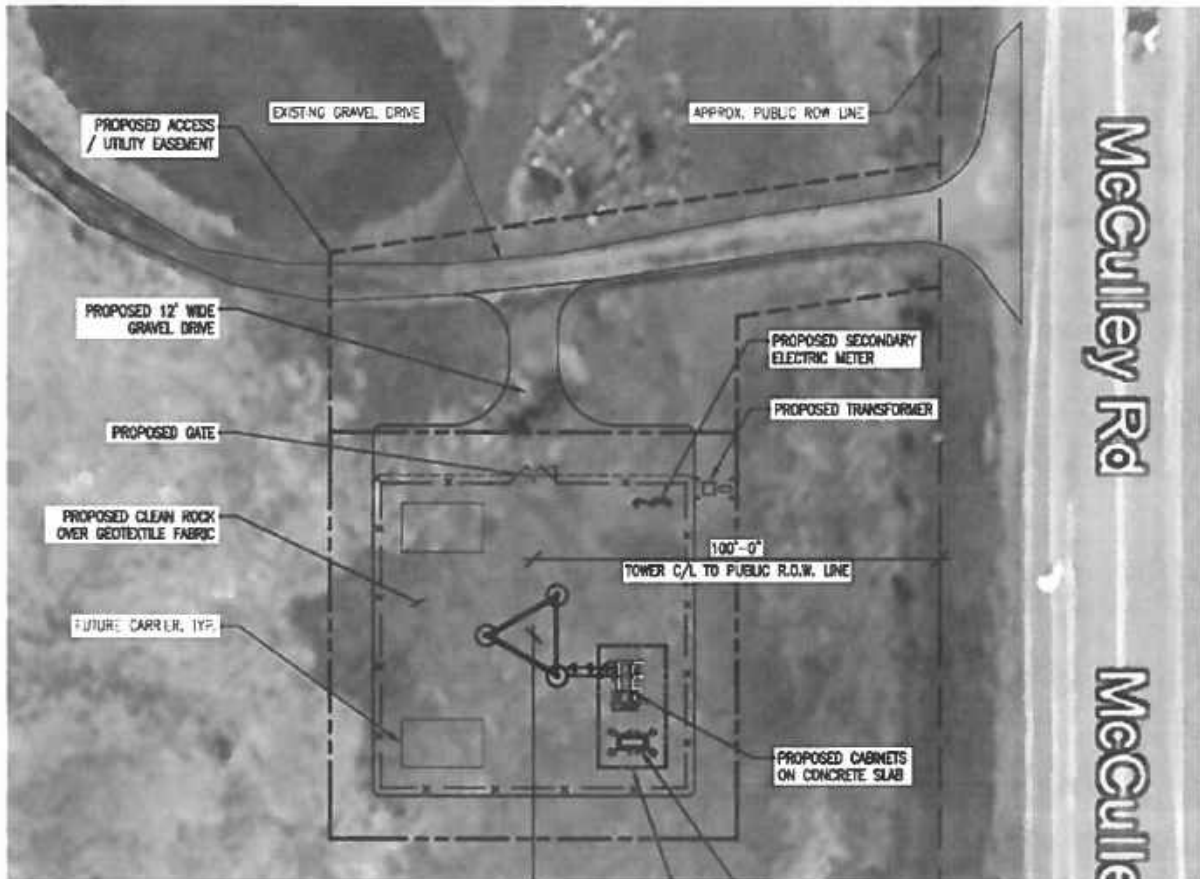


EXHIBIT 3

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: General Counsel

Site Name: RED OAK
Site Number: US-MN-5154
Commitment #: VTB-184896-C

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease (this "Memorandum") evidences an Option and Lease Agreement (the "Agreement") between **Lawrence F. Vensel & Susan K. Vensel, or successors(s) as Trustees of the Vensel Family Trust dated February 10, 2012** ("Landlord"), whose address is [REDACTED], and **The Towers, LLC**, a Delaware limited liability company, doing business in the State of Minnesota as The Towers BTS of Minnesota LLC, a Delaware limited liability company ("Tenant"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487, dated October 16th, 2024 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in **Exhibit A** attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "Option"). The Option commenced as of the Effective Date and shall continue in effect for a period of four (4) years from the Effective Date.

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
3. Under certain circumstances, Landlord may subdivide the Property without Tenant's prior written consent; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES:	LANDLORD:
	Vensel Family Trust dated February 10, 2012
Janet Mankowski Name: <u>Janet Mankowski</u>	By: <u>Larry Vensel</u> Larry Vensel, Trustee
Julia Vornhof Name: <u>Julia Vornhof</u>	Date: <u>10.2.2024</u>
	By: <u>Susan K. Vensel</u> Susan K. Vensel, Trustee
	Date: <u>10/2/2024</u>

STATE OF Minnesota

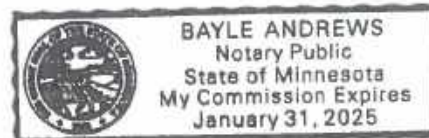
COUNTY OF Hennepin

This instrument was acknowledged before me October 2, 20 24 by Lawrence Vensel (name of signatory) and Susan Vensel as Trustees (title of signatory) of the Vensel Family Trust dated February 10, 2012.




Bayle Andrews
Notary Public

Print Name: Bayle Andrews

My Commission Expires: 01.31.2025



(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES:  Name: <u>Edward Davis</u>  Name: <u>Christopher Portoun</u>	TENANT: The Towers, LLC a Delaware limited liability company By:  Name: <u>Randy Wilson</u> Title: <u>Vice President Development</u> Date: <u>10/16/2024</u>
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STATE OF FLORIDA

Leasing Ops ^{DS} 29

COUNTY OF PALM BEACH

This instrument was acknowledged before me October 16, 2024, by Randy Wilson (name of signatory) as VPD (title of signatory) of The Towers, LLC.


Notary Public

Print Name: Elise Reichbach

My Commission Expires: 7/16/2026



EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

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

The East 345 feet of the South 632 feet of the Southeast Quarter of the Southeast Quarter of Section 36, Township 118 North, Range 24 West of the 5th Principal Meridian, subject to the right of way of a public road along the South and East sides thereof.

Parcel ID: 36-118-24-44-0009

Being the same property conveyed to Lawrence F. Vensel & Susan K. Vensel, or successor(s), as Trustees of the Vensel Family Trust dated February 10, 2012 in Warranty Deed from Larry Vensel a/k/a Lawrence Vensel and Susan Vensel, married to each other dated October 28, 2022 and recorded December 5, 2022 in Instrument No. 11167056.

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 4

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: General Counsel

Site Name: RED OAK
Site Number: US-MN-5154
Commitment #: VTB-184896-C

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **Lawrence F. Vensel & Susan K. Vensel, or successors(s) as Trustees of the Vensel Family Trust dated February 10, 2012 ("Landlord")**, whose address is [REDACTED], and **The Towers, LLC**, a Delaware limited liability company, doing business in the State of Minnesota as The Towers BTS of Minnesota LLC, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487, dated the 16th day of October, 2024 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of Communications Facilities (as defined in the Lease);
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Tenant is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Under certain circumstances, Landlord may subdivide the Property without Tenant's prior written consent.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:	LANDLORD:
	Vensel Family Trust dated February 10, 2012
<u>Janet Mankowski</u> Name: <u>Janet Mankowski</u>	By: <u>Larry Vensel</u> Larry Vensel, Trustee
<u>Julia Vombhof</u> Name: <u>Julia Vombhof</u>	Date: <u>10.2.2024</u>
	By: <u>Susan K Vensel</u> Susan K. Vensel, Trustee
	Date: <u>10/2/2024</u>

STATE OF Minnesota

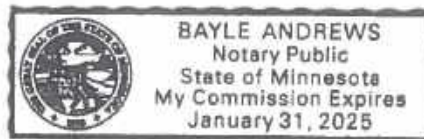
COUNTY OF Hennepin

This instrument was acknowledged before me October 2, 2024 by Lawrence Vensel (name of signatory) and Susan Vensel as Trustees (title of signatory) of the Vensel Family Trust dated February 10, 2012.


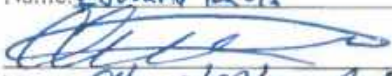

Bayle Andrews
Notary Public

Print Name: Bayle Andrews

My Commission Expires: 01.31.2025



(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:  Name: <u>Edward Davis</u>  Name: <u>Christopher Antoun</u>	TENANT: The Towers, LLC a Delaware limited liability company By:  Name: <u>Randy Wilson</u> Title: <u>Vice President Development</u> Date: <u>10/16/2024</u>
---	---

Leasing Ops 

STATE OF FLORIDA

COUNTY OF PALM BEACH

This instrument was acknowledged before me October 16, 20 24, by Randy Wilson (name of signatory) as VPD (title of signatory) of The Towers, LLC..


Notary Public

Print Name: Elise Reichbach

My Commission Expires: 7/16/2026



EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

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

The East 345 feet of the South 632 feet of the Southeast Quarter of the Southeast Quarter of Section 36, Township 118 North, Range 24 West of the 5th Principal Meridian, subject to the right of way of a public road along the South and East sides thereof.

Parcel ID: 36-118-24-44-0009

Being the same property conveyed to Lawrence F. Vensel & Susan K. Vensel, or successor(s), as Trustees of the Vensel Family Trust dated February 10, 2012 in Warranty Deed from Larry Vensel a/k/a Lawrence Vensel and Susan Vensel, married to each other dated October 28, 2022 and recorded December 5, 2022 in Instrument No. 11167056.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

■City of Independence

***Request for an Interim Use Permit to Allow a Kennel on the
Property located at 3850 County Line Road***

<i>To:</i>	City Council
<i>From:</i>	Mark Kaltsas, City Planner
<i>Meeting Date:</i>	March 18, 2025
<i>Applicant:</i>	Christine Parr
<i>Owner:</i>	Christine Parr
<i>Location:</i>	3850 County Line Road

Request:

Christine Parr (Applicant/Owner) requests that the City consider the following action for the Property located at 3850 County Line Road Independence, MN (PID No. 07-118-24-22-0006):

- a. An interim use permit (IUP) to allow a non-commercial kennel (five personal dogs) on the subject property.

Property/Site Information:

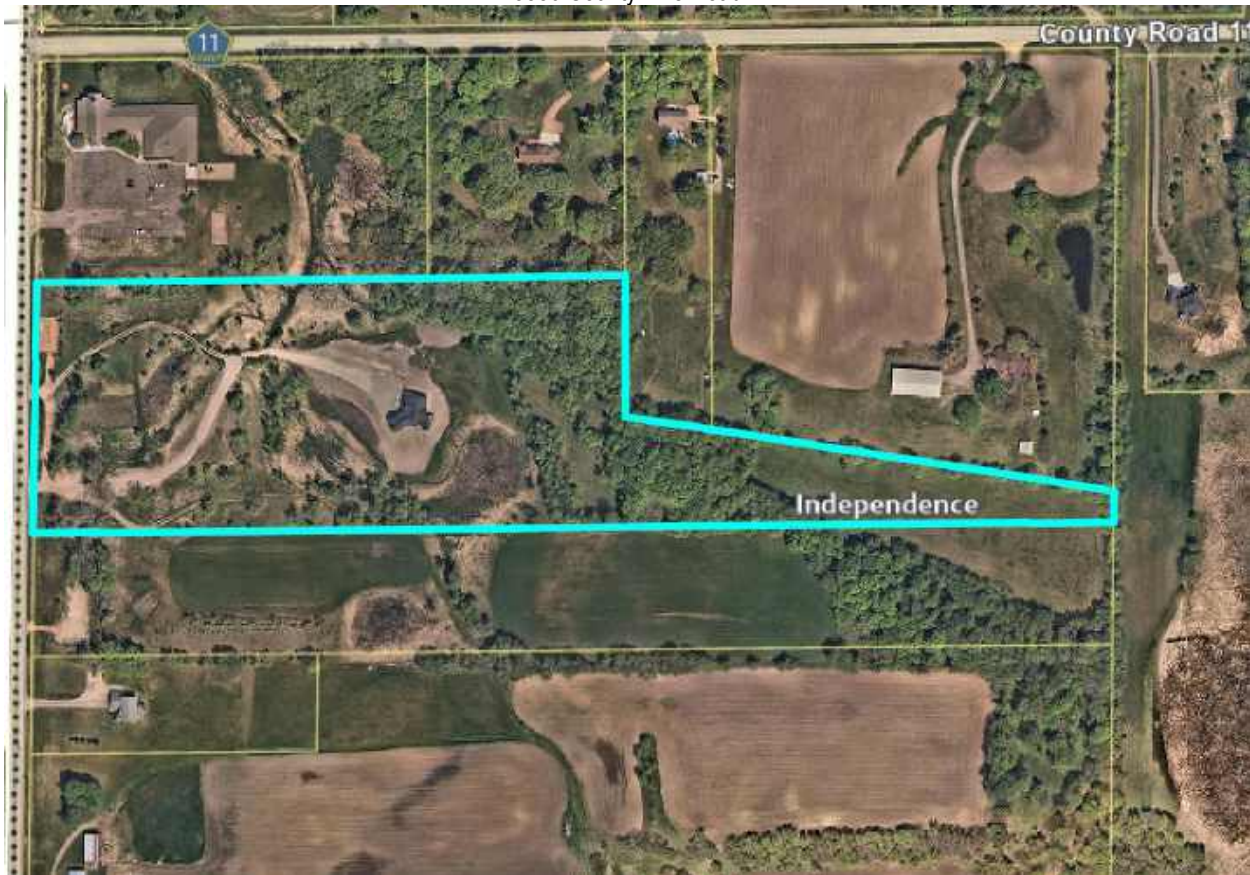
The property is located east side of County Line Road on the very west edge of the city. The property has open areas, wetlands and woodlands located throughout the property. There is a new home that was just completed on the property. The property has the following characteristics:

Property Information: **3850 County Line Road**

Zoning: *Agriculture*

Comprehensive Plan: *Agriculture*

Acreage: *19.50 acres*



Discussion:

The applicant is seeking an Interim Use Permit to allow a private dog kennel on the subject property. A kennel is defined as follows:

"Kennel." Any structure or premises on which four or more dogs over six months of age are kept.

The applicants recently purchased the property and are finalizing the construction of a new home. The applicant has noted that they currently have five (5) personal dogs that would move onto the property with them upon completion of the new home. The applicant would keep the dogs inside of the home. The applicant has noted that they will be fencing in a part of the yard to contain the dogs.

The criteria for granting an interim use permit are clearly delineated in the City's Zoning Ordinance (Section 520.17 subd. 1, a-e) as follows:

520.17. Criteria for granting an interim use permit.

Subd. 1. The city council may issue interim use permits for an interim use of property provided the proposed use meets all of the following criteria:

- (a) The use is deemed to be temporary, and the use conforms to the development and performance standards of the zoning regulations herein;
- (b) The date or event that will terminate the use can be identified with certainty;
- (c) Allowing the use will not impose additional costs on the public if it is necessary for the public to take the property in the future;
- (d) The user agrees to any conditions that the city council deems appropriate for allowing the use; and
- (e) The use meets the standards set forth in subsection 520.11 governing conditional use permits.

The city has issued interim use permits for similar types of uses that don't conform to all applicable standards of the ordinance but are generally in keeping with the spirit and intent. The applicant is not proposing to board or keep any animals on the property other than their personal dogs. The city can utilize conditions in the IUP that will ensure that no other dogs are kept on the premise. One of the most notable issues with kennels is related to noise due to dogs barking. Given that the property is 20 acres, and that the applicant is going to keep the dogs within the principal home, the potential for noise related issues is likely minimized.

As the proposed use relates to the criteria for granting an IUP, the following items should be noted:

- The number of dogs permitted on the property shall be limited to five (5).
- The dogs will be permitted within the principal structure and fenced area (will need to establish an exhibit and attach to the IUP).
- The proposed IUP will not create an increase (beyond that of a residential property of like character, size and location) in noise or offensive odors, fumes dust, or vibrations for the surrounding properties.
- The interim use permit will expire upon the conveyance of the property or the sale or cessation of the kennel, whichever occurs first.

The Planning Commission will need to review the request and determine that all criteria for granting an interim use permit have been satisfied by the applicant. Based on the discussion and public hearing it may be necessary to consider additional conditions if recommended for approval.

Neighbor Comments:

The City has not received any written comments regarding the proposed interim use permit.

Recommendation:

Staff is seeking a recommendation from the Planning Commission for the request for an Interim Use Permit. Should Planning Commission recommend approval of the request, the following findings and conditions should be considered:

1. The proposed Interim Use Permit request meets all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
2. The number of dogs permitted on the property at any time shall be limited to five (5).
 - The dogs will be permitted within the principal structure and fenced area (will need to establish an exhibit and attach to the IUP).
 - The proposed IUP will not create an increase (beyond that of a residential property of like character, size and location) in noise or offensive odors, fumes dust, or vibrations for the surrounding properties.
3. There shall be no employees other than property owner and family “staffing” the *kennel* at any time on the property.
4. Any expansions (increase in number of dogs), additions or other changes to the proposed interim use will require an amendment to the interim use permit.
5. The City Council may revoke the interim use permit if the applicant violates any of the conditions set forth in the IUP.
6. The interim use permit will expire upon the conveyance of the property or the sale or cessation of the kennel, whichever occurs first.

Attachments:

1. Application



**CITY OF
INDEPENDENCE
MINNESOTA**

Date Submitted: 01-31-2025

Applicant Information

Name: Christine A Parr
Address: 3850 County Line Rd se
Independence, Minnesota
55328
Primary Phone: 612-481-5061
Email: pitpro@comcast.net

Owner Information

Name: Christine A Parr
Address: 3850 County Line Rd se
Independence, Minnesota
55328
Primary Phone: 612-481-5061
Email: pitpro@comcast.net

Property Address:

PID:

Planning Application Type: Interim Use Permit

Description:

Supporting Documents: Site Survey (Existing Conditions)

Signature:

Christine Parr

We have 5 dogs as our family members. We bought the property which is 20 acres and plan on fencing in part of the yard. This would only be for our personal use. I am attaching an aerial view of the property. Thank you very much! We look forward to becoming residents of Independence.