RCY South Rapid City

MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT

This Memorandum dated this day between the Pennington County Housing & Redevelor subdivision with its principal offices located at 1805 W (hereinafter "LESSOR") and CommNet Cellular Licer Washington Valley Road, Bedminster, New Jersey, 0 Cellular Inc. Network Corporation, Agreement (herein dated, 200, which Agreement the common of the	rest Fulton Street, Rapid City, South Dakota 57702, ase Holding LLC, d/b/a Verizon Wireless, 180 7921 (hereinafter "LESSEE"), is a record of that eafter "Agreement") between LESSOR and LESSEE ement includes in part the following terms:			
1. <u>Leased Premises</u> The Agreement pertains to real property consisting of certain space on the roof of the property located at 636 North Cathedral Drive, Rapid City, South Dakota, together with that area of the roof as shown in Exhibit A attached hereto and made a part hereof together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which roof space and access are collectively referred to hereinafter as the "Premises", legally described as follows, to wit:				
Tract A of Lot 2 in the Northwest Quarter of North, Range Seven East of the Black Hills N	the Southwest Quarter of Section 12, Township One leridian, Pennington County, South Dakota.			
2. <u>Term of Agreement and Renewals</u> . The initial term of the Agreement is for a five-year (5) period commencing on the first day of the month following the date the Agreement was executed by the parties or the first day of the month following the date LESSEE was granted a building permit by the appropriate government agency, whichever event occurs last. LESSEE has the right to extend the lease term for at least four (4) additional five-year (5) periods.				
3. <u>Successors and Assigns</u> . The terms, covenants and provisions of the Agreement extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.				
4. <u>Ratification of Agreement</u> . The parties, by this Memorandum, intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and, do hereby declare that the Leased Premises described in Exhibits A and B attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.				
LESSOR: Pennington County Housing & Redevelopment Commission	LESSEE: CommNet Cellular License Holding LLC d/b/a Verizon Wireless, By Cellular Inc. Financial Corporation, Its Sole Member			
By	Mentiner			
Name:	By:			
Its:	By: Robert F. Swaine Its: West Area Vice President, Network			
and				
Ву	Date:			
Name:	· · · · · · · · · · · · · · · · · · ·			
Its:				
Date:				

ACKNOWLEDGEMENTS

LESSOR ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)			
COUNTY OF day of) SS.)			
On this day of	. 2002, before me, the undersigned, a Notary Public			
in and for the State of South Da	, 2002, before me, the undersigned, a Notary Public akota, duly commissioned and sworn, personally appeared and to me known to be			
the and	and to me known to be of Pennington County Housing & Dakota political subdivision the political subdivision that executed			
the foregoing instrument, and acknowled the political subdivision, for the uses an authorized to execute the said instrumer	dged said instrument to be the free and voluntary act and deed of discourse deed of the purposes therein mentioned, and on oath stated that he/she is not.			
IN WITNESS WHEREOF, I hav year first above written.	e hereunto set my hand and affixed my official seal the day and			
	Print or Type Name: Notary Public in and for the State of			
	Notary Public in and for the State of			
	Residing at My appointment expires:			
I ES	SSEE ACKNOWLEDGMENT			
STATE OF ARIZONA)				
COUNTY OF MARICOPA)				
On this day of, 200, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Robert F. Swaine to me known to be an authorized representative of Cellular Inc. Financial Corporation, the Sole Member of CommNet Cellular License Holding LLC, d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of CommNet Cellular License Holding LLC, d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.				
IN WITNESS WHEREOF, I have year first above written.	re hereunto set my hand and affixed my official seal the day and			
	Print or Type Name:			
	Notary Public in and for the State of AZ,			
	residing at			
THIS DOCUMENT WAS DRAFTED BY	My appointment expires:			
AND WHEN RECORDED RETURN TO:				
Moss & Barnett (JDL) 4800 Wells Fargo Center				
90 South Seventh Street				
Minneapolis, MN 55402-4129 (612) 347-0300				

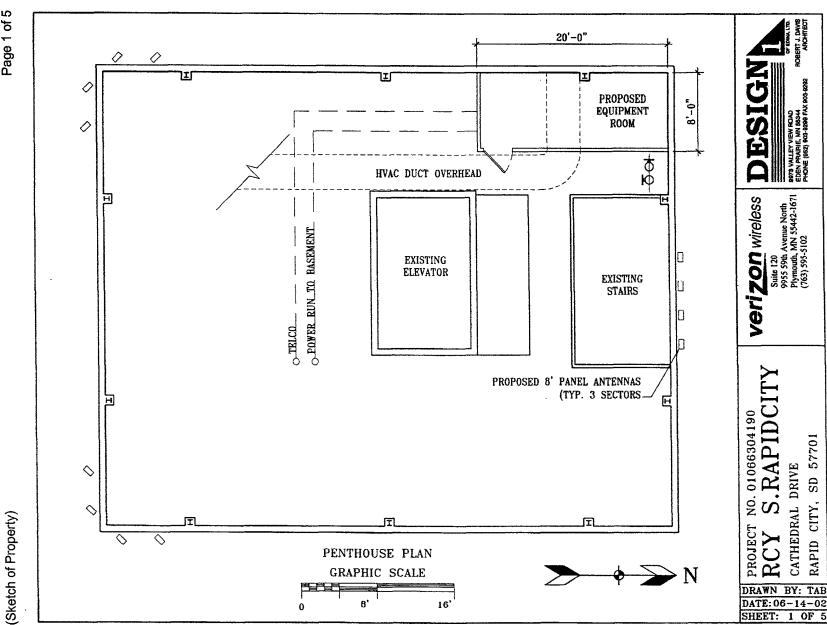
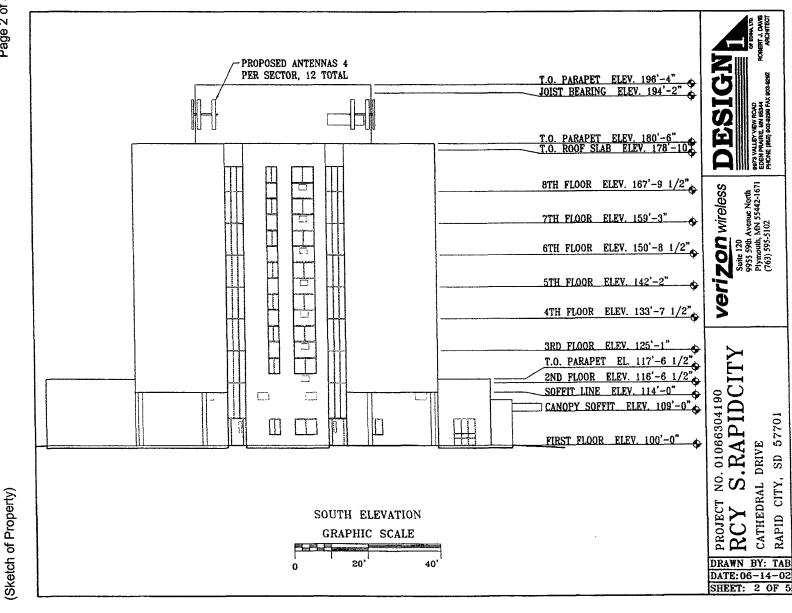


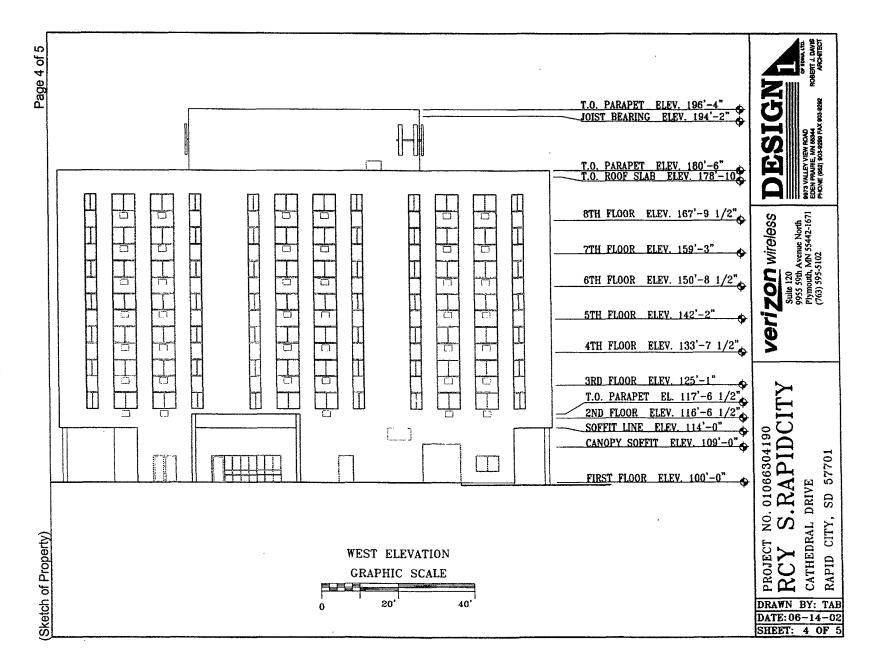
EXHIBIT A

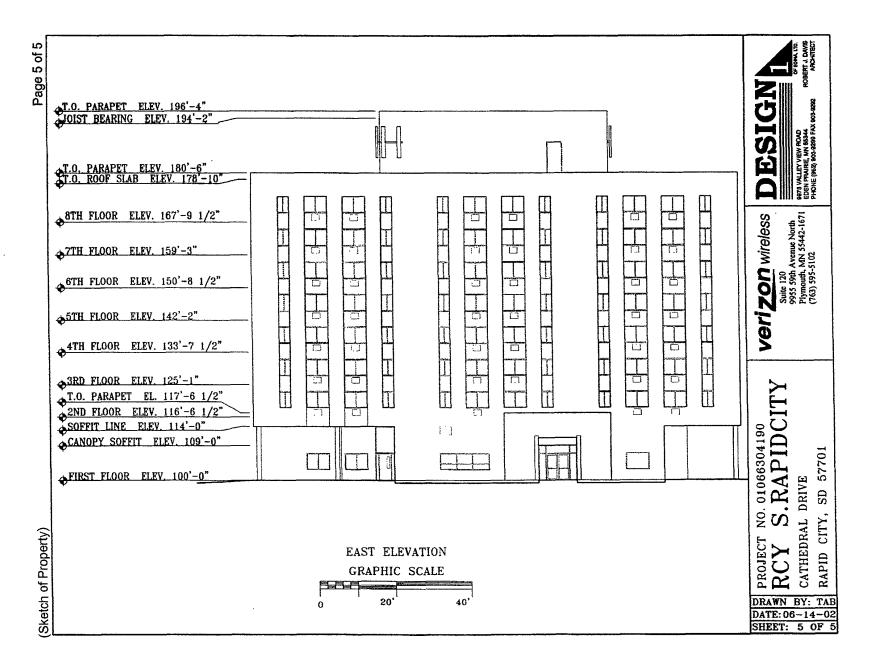


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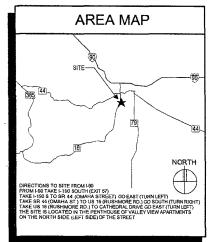
EXHIBIT A

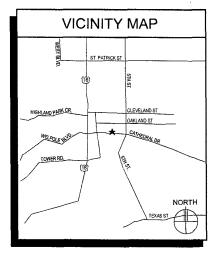
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VERIZON WIRELESS





GENERAL NOTES

- The following general notes shall apply to drawings and govern unless otherwise noted or specified
- The work defineated in these drawings and described in the specifications shall conform to codes, standards and regulations that have jurisdiction in the state of SOUTH DAKOTA and the city of RAPID CITY
- ements and regulations perfaining to R.F. safety codes and practices must be incorporated in the work even though they may not be listed individually and separately in either the drawings or the specifications
- Compare field conditions with architectural and engineering drawings. Any discrepancies shall be directed to the Architect for clarification prior to fabrication and/or construction. Softmit necessary shop drawings prior to fabrication for approval by the Architect, No information or details on the sheet may be used without the permission of the owner, or the architect floor.
- Untess otherwise shown or noted, typical details shall be used where applicable
- Details shall be considered typical at similar conditions.
- Safety measures: The contractor shall be solely and completely responsible for the conditions of the job site, including safety of the persons and property and for independent engineering reviews of these conditions. The Architect's or Engineers' job site review is not intended to include review of the adequacy of the contractor's safety measures.
- Within these plans and specifications, "Owner" implies VERIZON WIRELESS
- The work is the responsibility of the general contractor unless noted otherwise
- The terms "contractor" and "g.c." refer to the owner's general contractor and the general contractor's sub-contractors. It is the general contractor's responsibility to determine the division of work among sub-contractors.

VERIZON WIRELESS DEPARTMENTAL **APPROVALS**

	NAME	DATE
PROJECT MANAGER		
DESIGN ENGINEER		
OPERATIONS MANAGER		
IMPLEMENTATION MANAGER		
REAL ESTATE MANAGER		
LESSOR / OWNER		

PROJECT INFORMATION

RCY SOUTH RAPID CITY

PROJECT NUMBER 01066304190 SITE ADDRESS: 636 CATHEDRAL DRIVE COUNTY PENNINGTON LONGITUDE W 103° 13' 48' LATITUDE: N 44" 03' 35" GROUND ELEVATION. ANTENNA TIP HEIGHT 97"-9" AGL 3486"-9" AMSL ANTENNA CENTERLINE HEIGHT. 93'-11" AGL 3482'-11" AMSI 100° AGL 3489° AMSL OVERALL STRUCTURE HEIGHT PAWING BASED ON SITE DATA FORM DATED 12-10-02 S-2 BUILDING TYPE. TYPE II SITE AREA 173.25 SO FT. ROOF LOAD PER STRUCTURAL ESTIMATED COAX RUN. 'X' RUN = 20' PER ANTENNA Y RUN = 85 PER ANTENNA 'Z' RUN = 70' PER ANTENNA EXISTING / PROVIDED PARKING: PROJECT DESCRIPTION. INSTALL 2 ANTENNAS PER SECTOR (6 TOTAL) ON THE PENTHOUSE OF THE EXISTING BUILDING. BUILD OUT AN EQUIPMENT ROOM ON THE INSIDE

OF THE EXISTING PENTHOUSE IN THE NORTHWEST CORNER

SHEET INDEX SHEET SHEET DESCRIPTION T-1 PROJECT INFORMATION, MAPS, DIRECTIONS, AND SHEET INDEX Δ.1 ROOF PLAN, SITE PLAN, PENTHOUSE PLAN A-2 FI EVATIONS A-3 ENLARGED PENTHOUSE PLAN & DETAILS ANTENNA MOUNTING DETAILS A-5 SPECIFICATIONS RF-1 ANTENNA KEY, COAX KEY, & DETAILS M-1 MECHANICAL PLANS & NOTES E-1 ELECTRICAL PLANS & NOTES ELECTRICAL INTERIOR ELEVATIONS E-3 ONE LINE DIAGRAM & PANEL SCHEDULE SURVEY

ISSUE SUMMARY

REV	DESCRIPTION	SHEET OR DETA		
Α	ISSUED FOR REVIEW 12-23-02	I		

CONTACTS

LESSOR PENNINGTON COUNTY HOUSING & REDEVELOPMENT (605) 394-5350 LESSEE. VERIZON WIRELESS 9955 59TH AVENUE NORTH, SUITE 120 PLYMOUTH, MN 55344 (763) 595-5102 POWER LITH ITY BLACK HILLS POWER AND LIGHT COMPANY: P.O. BOX 1400 RAPID CITY, SD 57709 (605) 721-2231 TELCO UTILITY OWEST COMMUNICATIONS COORDINATOR (605) 394-4558 ARCHITECT: DESIGN 1 OF EDINA LTD. 9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-9299 SHRVEYOR FISK LAND SURVEYING 1303 MAIN ST., P O. BOX 8154 RAPID CITY, SD 57709 (605) 348-1538

APEX STRUCTURAL DESIGNAL C

405 S 3RD AVE SHITE 101 SIDLIX FALLS SD 57104 (605) 335-4071

STRUCTURAL

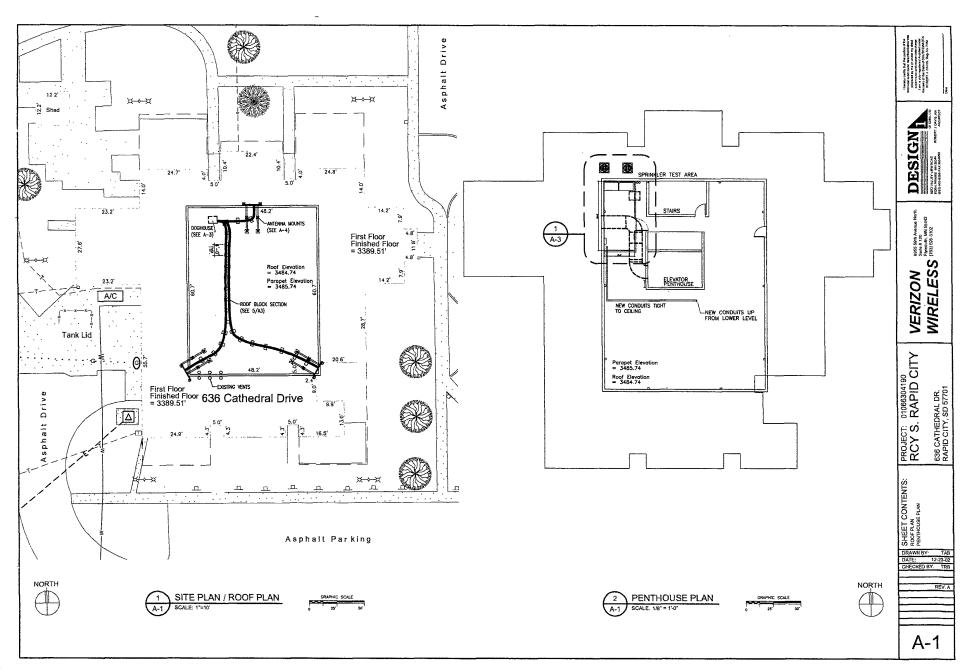
ENGINEER-

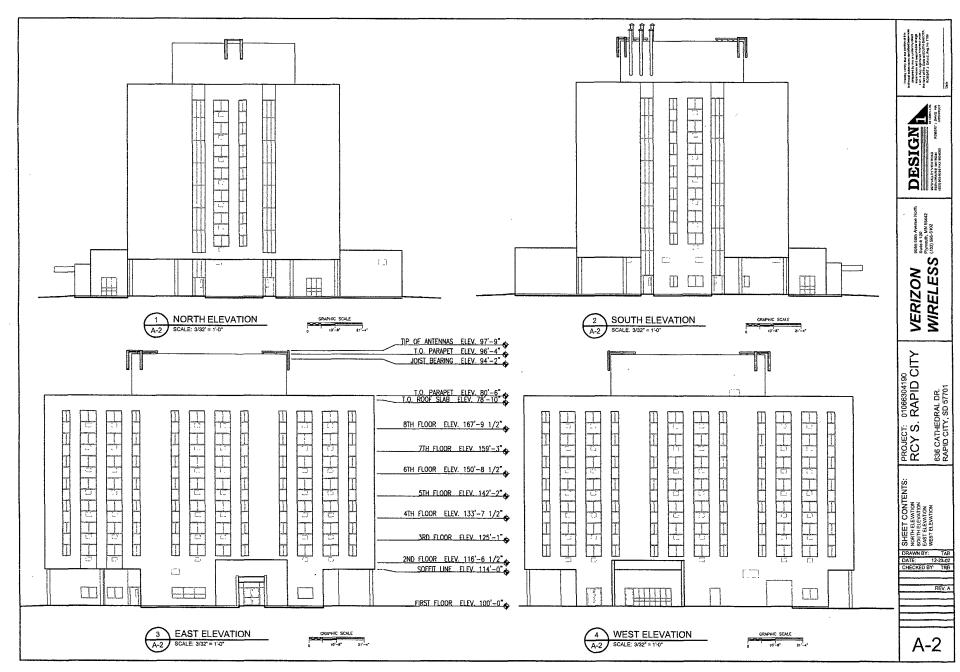
DESIGN

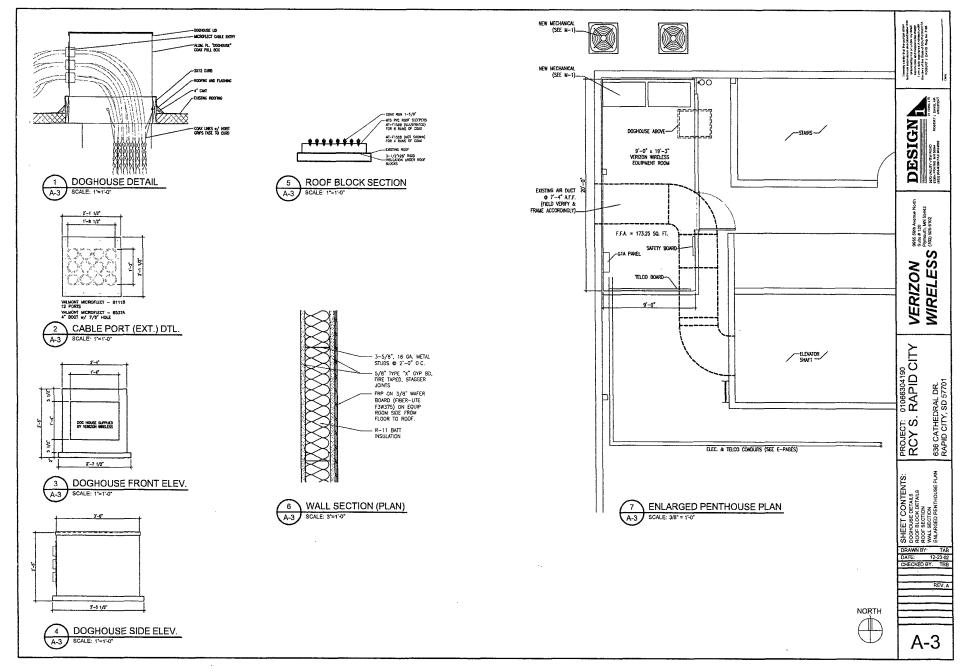
VERIZON

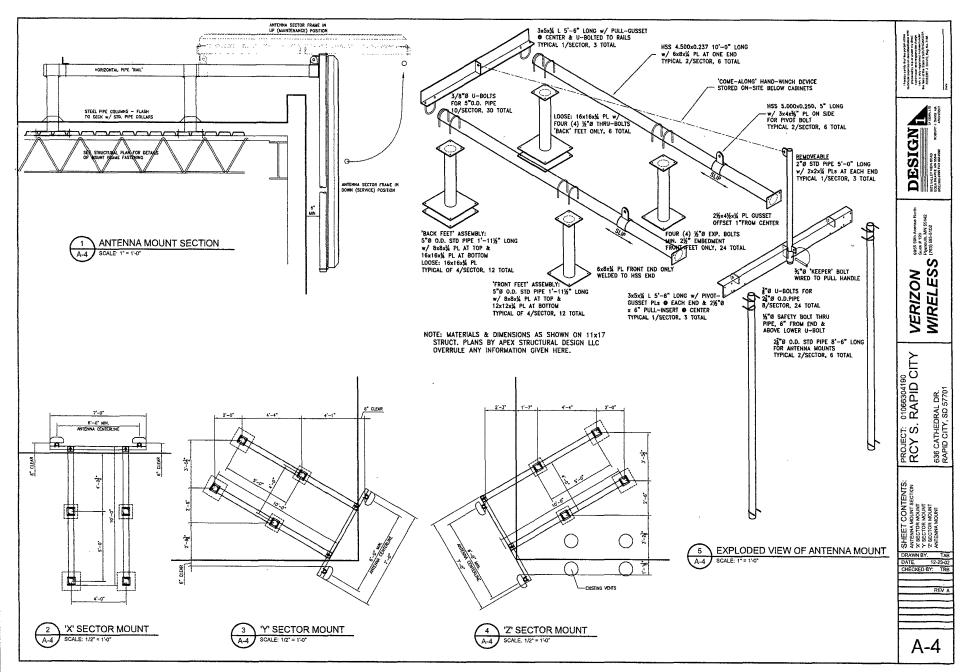
CI_ CI_ RAPID

ဗုတ် PROJECY RCY









OUTLINE SPECIFICATIONS GENERAL CONDITIONS OR GOOD PERMITS 03 8050 TRANSPORT AND ERECT TOWER Construction Permit shall be acquired by, or in the name of, VERIZON WIRELESS, to be hereinofter referred to as the OWNER. Other permits shall be acquired by the 03 9000 SHELTER FOUNDATION 00 0002 SURVEY FFES Survey shall be furnished by the Owner, Layout Staking shall be coordinated with 03 9050 TRANSPORT AND SET CABINETS & ANTENNA FRAMES the Owner's Surveyor Contractor shall contact Owner to coordinate delivery, and provide means to place cabinets, antennas, cable spools, etc. at their final roof levels. 01 0010 INSURANCE & BONDS Contractor is to lumish insurance certificates for themself and subcontractors. Contractor will provide any required Bonding. Contractor agrees to warranty the 04 0000 MASONRY Not opphicable. 01 0400 SUPERVISION & COORDINATION Contractor shall provide supervision throughout the Project, coordinating the work of the Subcontractors, and delivery & installation of Owner-furnished items. METALS Cantractor's responsibilities include arranging & conducting of Underground Utilities Locates Contractor shall comply with municipal, county, state and/or federal codes, including DSHA 05 0000 METALS 01 0600 TESTING onsible for providing Architect with sufficient notice to arrange for Test Samples (i.e.: Concrete Cylinders), and for Special Inspections WOOD & PLASTICS Contractor shall make themself aware of, and attend, meetings with the Owner and/or Architect Contractor is to attend a Pre-Construction Meeting of all parties 01 5100 TEMPORARY UTILITIES

05 0000 METALS
Contractor will furnish and install structural and febricated steel items. Structural steel shall be febricated and erected per ASC apecifications Welding shall conferm to AMS standards: Field welding shall be as shann on Shop Drawing, performed by AMS Certified Welders, and inspected on prescribed by the Structural Engineer. Steel shall be ASTA ASS, and 34" field boths shall be ASTA. Temporary excling boths, right hongars, and brecing shall be furnished by Contractor Pach-focitions shall be supplied in passible and pure before delivery to shall be supplied.

06 1000 ROUGH CARPENTRY 06 2000 FINISH CARPENTRY THERMAL & MOISTURE 07 2000 INSULATION

07 2500 FIREPROOFING 07 3000 SHINGLES AND ROOFING TILES 07 5000 MEMBRANE ROOFING 07 SOOID MEMBRANE ROOFING
Controcted with growde 1 form—bodde 4's 6's/youd sheets belighted with of Controcted with growde 1's form—bodde 4's 6's/youd sheets belighted with of Controcted with grown and work) as protection for the excelling roof membrone, unless esisting reinferred yed arross are deemed sufficiently by all pariess. Controcter shell control with these whether the roof is benefic, if so, Confrocter shell control with these whether the roof is benefic, if so, Confrocter shell take of memoures needed to deep the control of the c

Contractor shall point wall-mounted items (exposed conduits, cables, mounting

brockets, etc.) to match color of existing building walls. Contractor shall submit

Contractor shall furnish and install Wave Guide mounting materials (roof blocks

01 8300 TRAVEL TIME & PER DIEM Contractor shall provide room and board for their own personnel, and reasonable time for traveling to & from job site. 07 6000 FLASHING AND SHEET METAL Contractor shall pay sales tax on materials and taxable services. DOORS AND HARDWARE 08 0000 DOORS AND HARDWARE

SITEWORK 02 1000 SITE PREPARATION & DEMOLITION

Contractor shall maintain the job site in a clean and orderly (ashion, providing

temporary sanitary facilities, waste disposal, and security (fence area or trailer

Contractor shall provide security (fence area or trailer module) for tools and

Contractor shall clean up the Site to the satisfaction of Owner. Contractor shall complete the items listed on the Owner's Punch List, and shall sign and return the List to the Owner. Contractor shall maintain a set of drawings during the job, an

which changes shall be noted in red ink. Red-lined drawings (as-builts) are to be given to the Architect at Job campletion.

Contractor shall furnish equipment necessary to expedite Work.

Contractor shall provide transportation for their own personnel

01 5300 EQUIPMENT RENTAL

01 8000 TRUCKS & MILEAGE

01 5900 FIELD OFFICES & SHEDS

01 7000 CLEAN UP & CLOSE OUT

02 2000 EARTHWORK & EXCAVATION

Not applicable

Contractor is to mobilize within 7 calendar days of the Owner issuing a 'START' document Contractor will immediately report to Architect if any environmental considerations orise. See 07 5000 for roofing demolition. 02 1100 ROAD IMPROVEMENT, & CONSTRUCTION

09 9000 PAINTING 02 5000 PAVING & SURFACING 02 7800 POWER TO SITE Optroduct shall coordinate the electrical service to the cabinets with the Utility Provider. Conduits shall be rigid galvanized, with pull strings. Service shall be 200 13 1250 WAVE GUIDE

amp, single phase, 120/240 volt.

02 7900 TELCO TO SITE Contractor shall provide 2" rigid galvanized conduit with 'large sweep' elbaws & pull string for TELCO service as noted on plans. 02 8000 SITE IMPROVEMENTS

13 1260 CABLE BRIDGE & SHIELD 13 1400 ANTENNA INSTALL 02 8001 FENCING

Contractor shall provide means to place antennas, cable specie, and other RF equipment on the roof levels. Contractor shall test & sweep coax lines, and submit a report to the Owner. 02 8500 IRRIGATION SYSTEMS MECHANICAL Existing site utilities, and piping shall be relocated as necessary for radio equipment. Easting sprinter hoods in co-locate spaces shall be extended as necessary, and fitted with new high-temperature heads. G2 9000 LANDSCAPING

CONCRETE 03 1000 CONCRETE FORMWORK ELECTRIC **03 6000 GROUT**

16 5000 LIGHTING AND ELECTRICAL Refer to sheets E1 & E2. Contractor shall provide 200A 18 120/240V service to orbitati, including conduit, wire, grounding, ringless mater base y-foromeroid popular bandle, permits, and power company coordination, Cantractor shall furnish and install equipment listed below, and provide of other materials necessary to complete the work shown on plans it service is sub-metred from on existing service, sub-metred shall be 10x or 10x type. Contractor shall ensure the Nete 03 8000 TOWER FOUNDATION 03 8001 CATHODIC PROTECTION Base complies with Utility Provider (Black Hills Power, (605) 721-2231, Don Dubei)

FINISHES 09 2600 DRYWALL

09 5700 FLOOR COVERING

SPECIAL CONSTRUCTION

cable bridges, wall brackets, etc.).

color to Architect for approval prior to pointing

16 6000 GROUNDING

SPECIAL INSPECTIONS

OWNER FURNISHED EQUIPMENT & FEES FOLIPMENT CARINETS COAXIAL CABLE & CONNECTORS ANTENNAS AND MOUNTING BRACKETS BUILDING PERMIT

SCOPE OF WORK CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, TOOLS, TRANS-PORTATION, SUPERVISION, ETC. TO FULLY EXECUTE WORK, WORK REQUIREMENTS ARE DETAILED ON THE DRAWINGS AND SPECIFICATIONS AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS: DEMOLITION & SITE PREPARATION

EQUIPMENT ROOM BUILD OUT SITE GROUNDING ELECTRICAL AND TELEPHONE SERVICES STEEL ANTENNA MOUNT FRAMES
CABLE BRIDGES & SUPPORTS

The Part of pion should of for more information. Contractor shall make themself temilier with and follow the current GROUNDING STANDARDS of VERTICAN WIRELESS. Contractor shall furnish & install lighting grounding materials. Contractor shall furnish tools including "shorts" & "modes "/bydrout ceru and fittings, needed to will remain tools including "shorts" & "modes "/bydrout ceru and fittings, needed to grounding issues not covered by the GROUNDING STANDARD are to be operated by the Contractor to the Owner.

S Ś VERIZON Щ WIREL

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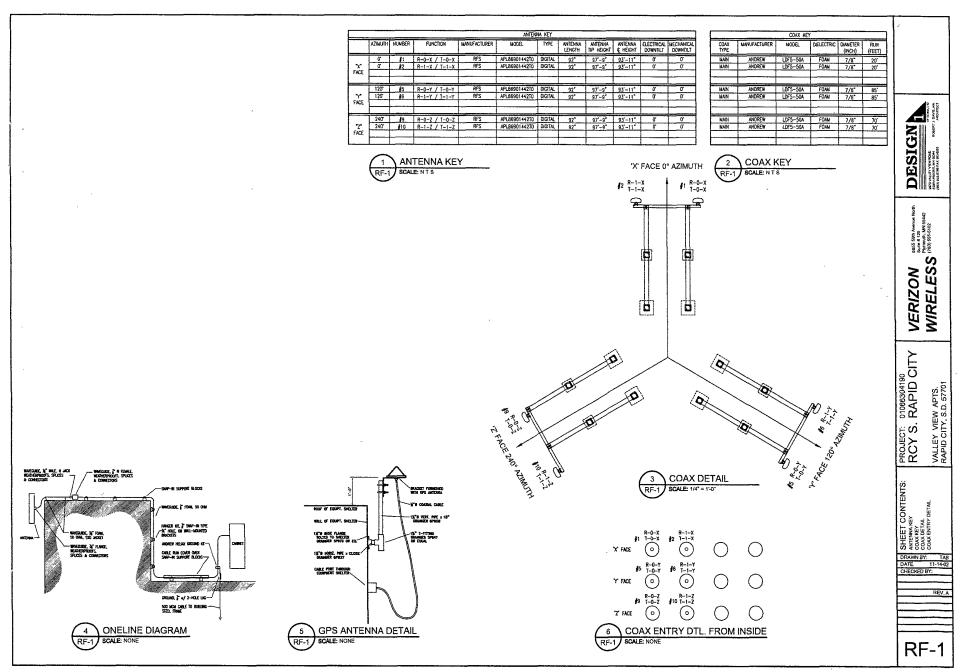
SIGN

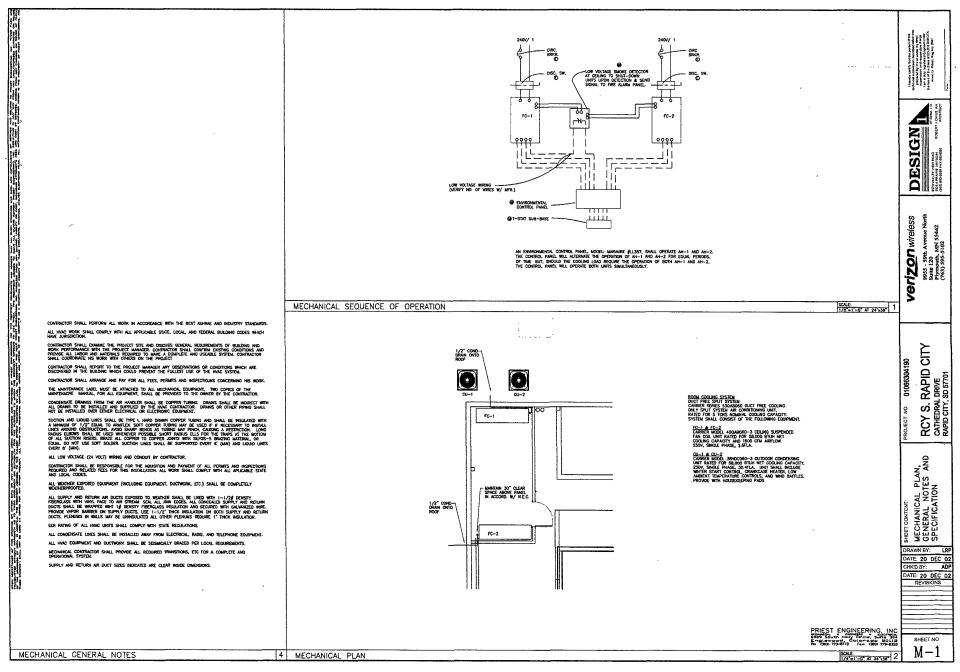
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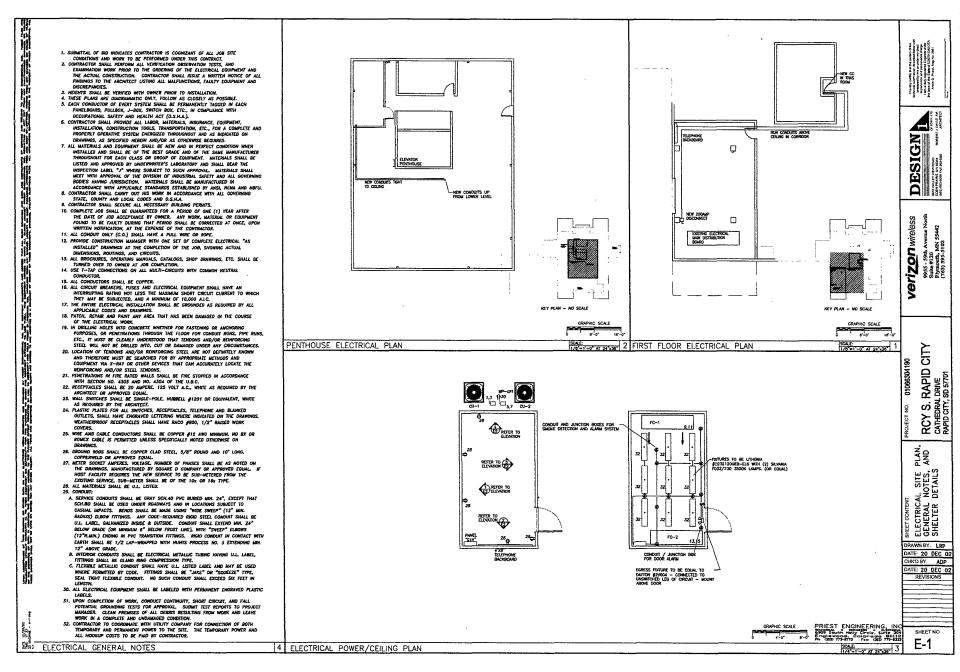
S CITY 0106630419 RAPID

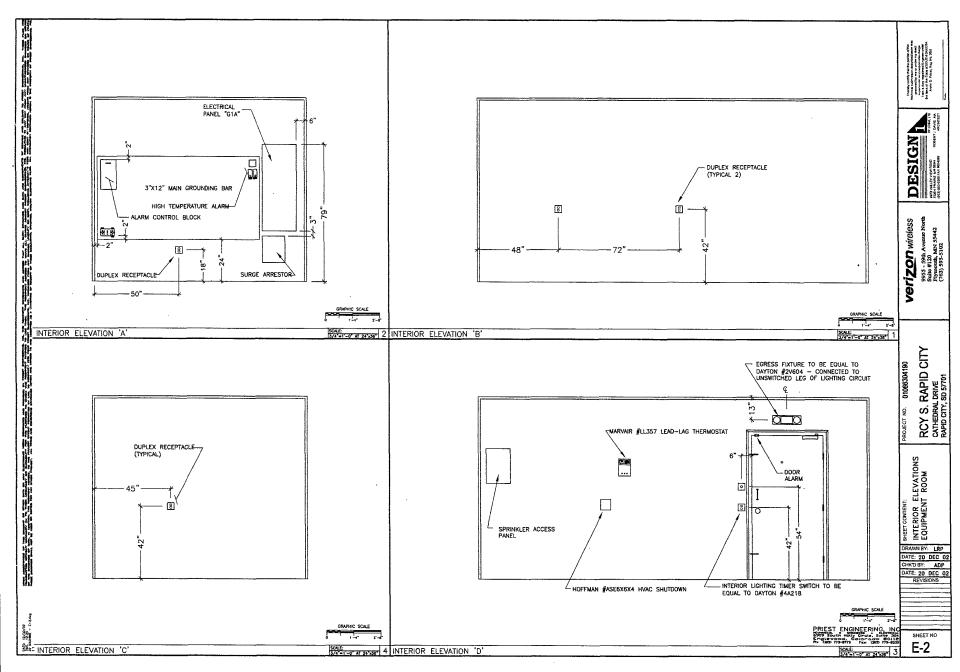
636 CATHEDRAL DR. RAPID CITY, SD 57701 PROJECT: RCY S. CONTENTS:

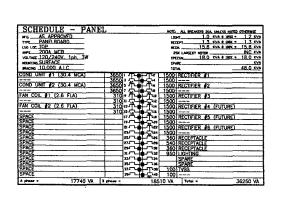
SHEET DRAWN BY-DATE. CHECKED BY: TRB

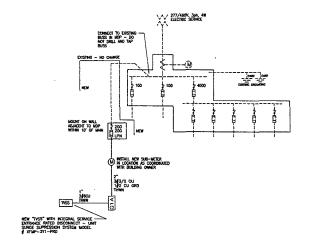












DESIGN 9955 - 59th Avenue North Suite #120 Plymouth, MN 55442 (763) 595-5102 **Verizon** wireless

RCY S. RAPID CITY CATHEDRAL DRIVE RAPID CITY, SD 57701 01066304190 ROJECT NO.

젃 ONE LINE DIAGRAM PANEL SCHEDULE

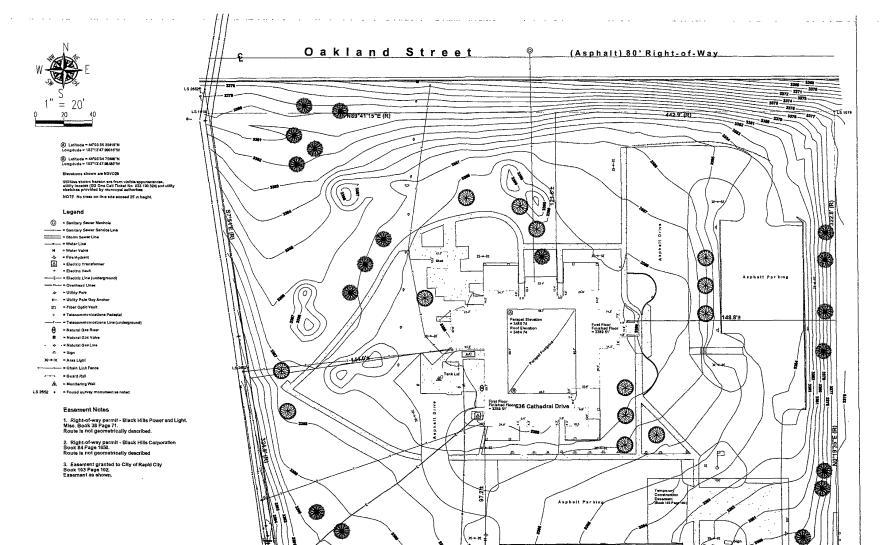
DRAWN BY: LRP DATE: 20 DEC 02 CHKD BY ADP DATE: 20 DEC 02 REVISIONS

SHEET NO

BEAT ELECTRICAL ONE LINE DIAGRAM AND PANEL SCHEDULE

THE PART OF THE PA

PRIEST ENGINEERING, INC. 1890 SOUTH TOUR COLOR SUITS SOUTH TOUR SUITS SOUTH TO E-3



S89°29'45"E (R)

Cathedral Drive

(Concrete) 100' Right-of-Way

Topographic Map - Tract A of Lot 2 located in the NW1/4 SW1/4 of Sawers Br. Mar. Section 12, T1N, R7E, BHM, Rapid City, Pennington County, South Dakota FISK RCY - South Rapid City. Client: Verizon/MegaCom

PROJECT NO. 02-11-03 1030 MAIN STREET, P.O. BOX B154 RAPID CITY, SOUTH DAKOTA 57709 (605) 348-1538 FAX (605) 341-1112

FOR BY: FAME DATE, HERBAR OFFICKED BY:

3 FISK LAND SURVEYING
AND CONSULTING ENGINEERS, IN