



Redwood County

www.co.redwood.mn.us

### Application for Variance

Permit #: 1-18V

Date: 1-29-18

#### Location of the Affected Parcel or Property:

Address: 25607 CSAH 2 City: Morgan State: MN Zip: 56266  
House # Street Name

Parcel Number: 59-015-2060 Township Name: Morgan Township

Section: 15 Township Number: 111 North Range: 34 West

#### Legal Description:

See attached deed ("Exhibit A").

#### Information about the Variance Request:

Zoning District: UE - Urban Expansion

#### General description of the building or request:

Please see attached "Exhibit B" in support of request to grant a variance allowing fencing to be installed around existing guy anchors less than 67 feet from a public right-of-way.

#### Type of occupancy:

Wireless Telecommunications Facility

#### Building Size: (Please enter dimensions in feet)

Width: Length: Diameter:  
Sidewall Height: Total Height: Bushel Capacity:

#### Setbacks: (Please enter in feet)\*

Side Yard Setback: 38' Direction: North  
Side Yard Setback: 149' Direction: South  
Rear Yard Setback: 143' Direction: West

Road Type: Setback from the Center of the Road: 67'

Right-of-Way Footage: 35'

\*Footage based upon approximate data retrieved from Redwood County Online GIS.

#### General Contractor:

Name: City: State: MN

#### Sewer System Contractor:

Name: N/A City: State: MN

Type of sewer system:

Drainage plan:

Water usage (estimated gallons per day):

[Empty box for water usage]

Soils:

Soil Type 1:

Soil Type 2:

Estimated Date of Completion:

Other information:

[Empty lines for other information]

**Applicant Information:**

First Name: Last Name:

Business: ATC Sequoia, LLC (Wholly owned subsidiary of American Tower Corporation)

Address: 10 Presidential Way City: Woburn State: MN Zip: 01810

Home Phone: (781)926-4793 Cell Phone:

**Land Owner Information:**

First Name: Last Name: Midwest Wireless Communications, LLC\*

\*ATC Sequoia, LLC manages the Subject Property on behalf of Midwest Wireless, LLC - please see attached "Exhibit C." I affirm that the forgoing information is true and accurate. I understand that if any portion of this information is false or materially misleading, any variance issued in reliance upon this information is voidable at the election of Redwood County.

Land Owner Signature:

Date: 1-9-18.

Margaret Robinson, Senior Counsel of ATC Sequoia, LLC, Attorney in Fact for Property Owner

**The following must be attached for this to be considered a completed application:**

\* A detailed site map. This must include: the location of watercourses, setbacks from property lines, current and proposed locations of any structures, well location, location and names of roads, railroads, known tile lines, proposed fences, utility rights-of-way, planned entrances and exits for operation area, and any signs being posted. Please see attached "Exhibit D."

**Office Use Only:** \* The section below is to be filled out by the Environmental Office Staff

Variance Fee: \$700

Receipt #: 486874

Date Approved:

Conditions:

[Empty box for conditions]

**Board of Adjustment:**

Approved: Date:

Disapproved: Date:

# **Exhibit A**

WARRANTY DEED

Form 3-M

Minnesota Uniform Conveyancing Blanks (6/17/97)

Individual(s) to Corporation, Partnership or Limited Liability Company

No delinquent taxes and transfer entered; Certificate of Real Estate Value (  ) filed ( ) not required Certificate of Real Estate Value No. \_\_\_\_\_  
December 2, 2007  
 (Date)  
[Signature]  
 County Auditor  
 by \_\_\_\_\_ Deputy

DOC # A 315259  
 Recorded  
 DEC. 02, 2004 AT 09:40AM  
[Signature]  
 IMAGED [Signature]  
 JOYCE ANDERSON  
 COUNTY RECORDER  
 REDWOOD FALLS MN 56283  
 Fee Amount: \$19.50  
 1<sup>st</sup> Am Title  
 mpls

DEED TAX DUE: \$80.67

Date: December 2nd, 2004

FOR VALUABLE CONSIDERATION, Wayne Weber and Robin K. Weber, husband and wife, Grantors, hereby convey and warrant to Midwest Wireless Communications L.L.C., Grantee, a limited liability company under the laws of the State of Delaware, real property in Redwood County, Minnesota, described as follows:

Part of the West Half of the Northwest Quarter of Section 15, Township 111 North, Range 34 West, Redwood County, Minnesota, described as: Commencing at the Southeast corner of the West Half of the Northwest Quarter of said Section 15; thence North 00 degrees 13 minutes 25 seconds West (assumed bearing), on the East line of said West Half, 651.76 feet; thence South 89 degrees 46 minutes 35 seconds West 693.30 feet to the point of beginning; thence South 00 degrees 13 minutes 25 seconds East, 229.72 feet to the North right of way line of Sherman Street, as dedicated in KAMHOLZ FIRST ADDITION VILLAGE OF MORGAN; thence North 89 degrees 34 minutes 25 seconds West, along said North right of way line, 627.02 feet to the West line of said Northwest Quarter; thence North 00 degrees 14 minutes 11 seconds West on said West line, 549.62 feet; thence North 89 degrees 45 minutes 49 seconds East 533.00 feet to a set iron pipe monument; thence South 00 degrees 56 minutes 34 seconds East, 327.16 feet to a set iron pipe monument; thence North 89 degrees 46 minutes 35 seconds East, 90.00 feet to the point of beginning.

together with all hereditaments and appurtenances belonging thereto subject to the following exceptions:

See attached Schedule A - Permitted Encumbrances.

Check box if applicable

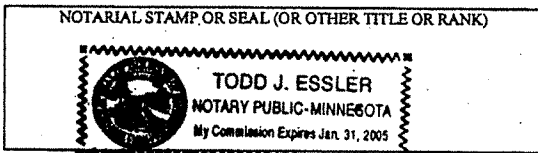
- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

NCS-105770-MPLS (KN)  
 Redwood County Deed Tax \$ 80<sup>67</sup> 16908  
 Date 12-2-04

[Signature]  
 Wayne Weber  
[Signature]  
 Robin K. Weber

STATE OF MINNESOTA }  
 COUNTY OF Redwood } SS.

This instrument was acknowledged before me on December 2nd, 2004 by Wayne Weber and Robin K. Weber, husband and wife, Grantors.



[Signature]  
 SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to (Include the name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):  
 Leonard, Street and Deinard (JA/DGB)  
 150 South Fifth Street, Suite 2300  
 Minneapolis, MN 55402

Midwest Wireless Communications, L.L.C.  
 2000 Technology Drive  
 P. O. Box 4069  
 Mankato, MN 56002-4069

## SCCHEDULE A

### Permitted Encumbrances

1. Levied and pending special assessments, if any.
2. Easement for electric transmission purposes, together with any incidental rights, in favor of Northern States Power Company, as contained in the Easement, dated October 22, 1936, recorded January 15, 1937 in Book 34 of Miscellaneous, Page 471.
3. Easement for electric transmission purposes, together with any incidental rights, in favor of Northern States Power Company, as contained in the Easement, dated March 13, 1947, recorded March 18, 1947 in Book 41 of Miscellaneous, Page 155.
4. Easement for electric transmission purposes, together with any incidental rights, in favor of Northern States Power Company, as contained in the Easement, dated November 29, 1956, recorded December 4, 1956 in Book 50 of Miscellaneous, Page 452.
5. Easement for telephone line purposes, together with any incidental rights, in favor of Redwood County Telephone Company, as contained in the Easement, dated May 27, 1970, recorded February 9, 1976 in Book 81 of Miscellaneous, Page 453.
6. Easement for electric transmission purposes, together with any incidental rights, in favor of Redwood Electric Cooperative, as contained in the Easement, dated October 10, 1983, recorded December 12, 1983 in Book 100 of Miscellaneous, Page 98.
7. Application for Re-zoning Permit dated April 4, 2002, recorded April 8, 2002 in Book 164 of Miscellaneous, Page 717.
8. Easement for tile line purposes, together with any incidental rights, in favor of City of Morgan, as contained in the Declaration of Easement, dated November 21, 2002, recorded November 22, 2002 in Book 168 of Miscellaneous, Page 71, as Doc. No. 306353.
9. Easement for Highway purposes, together with any incidental rights, in favor of County of Redwood, as contained in the Easement, dated May 14, 2003, recorded July 10, 2003 in Book 170 of Miscellaneous, Page 633, as Doc. No. 309045.
10. Conditional Use Permit dated August 26, 2004, recorded August 26, 2004, as Doc. No. 314238.
11. Rights of the State of Minnesota, County of Redwood, the public and others in and to that part of the land lying within Ditches.
12. Right of Way for County State Aid Highway No. 2 and Carleton Avenue as disclosed by the Survey of Bolton & Menk, Inc., dated September 16, 2004, Job Number M33.36344.
13. Limited Right of First Refusal in favor of Wayne Weber and Robin K. Weber as contained in the Limited Right of First Refusal Addendum to Purchase Option dated 12-2-2004, 2004 and recorded 12-2, 2004 as Document No. 315258.
14. Matters discoverable by an accurate survey and inspection of the property.

# MIDWEST WIRELESS SITE NO. 182

E 533.00

**TOWER CENTERLINE**

HARN GEODETIC POSITION  
MAD83(1998) REDWOOD COUNTY  
N: 182980.053  
E: 580296.930  
LATITUDE 44°25'18.89388"N  
LONGITUDE 94°55'33.65192"W  
NAVD 88 ELEV = 1034.8

**TERMLINE**

**PROPOSED LEGAL DESCRIPTION**

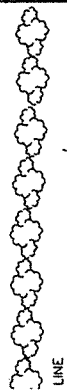
Part of the West Half of the Northwest Quarter of Section 15, Township 111 North, Range 34 West, Redwood County, Minnesota, described as: Commencing at the Southeast corner of the West Half of the Northwest Quarter of said Section 15; thence North 00 degrees 13 minutes 25 seconds West (assumed bearing), on the East line of said West Half, 651.76 feet; thence South 89 degrees 46 minutes 35 seconds West, 693.30 feet to the point of beginning; thence South 00 degrees 13 minutes 25 seconds East, 229.72 feet to the North right of way line of Sherman Street, as dedicated in KAMHOLZ FIRST ADDITION VILLAGE OF MORGAN; thence North 89 degrees 34 minutes 25 seconds West, along said North right of way line, 627.02 feet to the West line of said Northwest Quarter; thence North 00 degrees 14 minutes 11 seconds West on said West line, 543.82 feet; thence North 89 degrees 46 minutes 35 seconds East, 271.6 feet to a set iron pipe monument; thence North 89 degrees 46 minutes 35 seconds East, 80.00 feet to the point of beginning. Contains 7.27 acres of land being subject to and together with any and all easements of record.

POINT OF BEGINNING  
S 89°46'35"W  
693.30

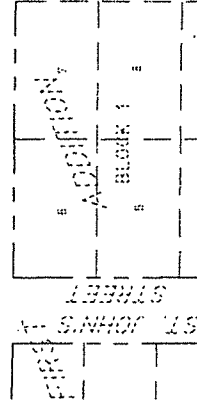
S 00°13'25"E 229.72  
(DEED EXCEPTION DISTANCE 231.76)

7.27 ACRES

LINE



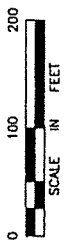
34°25'N 627.02 STREET  
NORTH R/W LINE



- LEGEND**
- 3/4" IRON PIPE MONUMENT SET MARKED BY REG. NO. 26748
  - + ANCHOR LOCATION
  - ⊙ UTILITY POLE

I hereby certify that this survey was prepared by me under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

*Janele Fowlds*  
Janele Fowlds  
Date 5/11/04 License No. 26748



SE CORNER  
W 1/2-NW 1/4  
SEC 15-111-34

CERTIFICATE OF SURVEY  
REDWOOD COUNTY, MINNESOTA

PART OF THE W 1/2-NW 1/4  
SEC 15-111-34, REDWOOD COUNTY

FOR: MIDWEST WIRELESS

**BOLTON & MENK, INC.**  
Consulting Engineers & Surveyors  
1960 PREMIER DRIVE, MANKATO, MN 56001 (507) 625-4171  
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN  
BURRISVILLE, MN CHASKA, MN JAMES, IA

## **Exhibit B**

**STATEMENT IN SUPPORT  
OF APPLICATION FOR  
VARIANCE**

**APPLICANT:** ATC Sequoia, LLC  
**SITE ADDRESS/APN:** 25607 CSAH 2, Morgan, MN 56266 / 59-015-2060  
**ZONING DISTRICT:** Urban Expansion (UE)

This statement in support of an application for a Variance to allow the installation of fencing to enclose the existing guy wire anchors at the existing telecommunications tower facility (the “Tower Facility”) located at 25607 CSAH 2, Morgan, Minnesota (the “Subject Property”), thereby increasing the existing guy wire anchors’ encroachment into the Urban Expansion district’s minimum sixty-seven (67) foot front yard setback from public roads, is respectfully submitted by ATC Sequoia, LLC (a wholly owned subsidiary of American Tower Corporation, hereafter “American Tower”) to the Redwood County Board of Adjustment (the “Board of Adjustment”).

**I. DESCRIPTION OF PROPOSAL**

American Tower operates the Tower Facility on behalf of the Tower Facility’s owner, Verizon Wireless, pursuant to the agreement contemplated in the Memorandum of Lease provided in Application Exhibit C. Accordingly, American Tower is responsible for the installation of the proposed fence at the Tower Facility.

As outlined in the applicant’s Site Plan (Exhibit D), American Tower proposes to install fences around the three existing guy wire anchors (“Guy Anchors”) at the Tower Facility. While the eastern most Guy Anchor is sufficiently setback from CSAH 2 (a public way), the two remaining Guy Anchors are setback less than sixty-seven (67) feet from CSAH 2, and the installation of the fence would increase the existing encroachment into the required setback. Specifically, the northwest fence would be approximately twenty-five (25) feet from the right-of-way, and the southwest fence would be approximately thirty-five (35) feet from the right-of-way. The installation of the fence would result in an increased encroachment on the required front yard setbacks, and therefore it is our understanding that a Variance is necessary in order to install the proposed fencing.

While the Guy Anchors have previously existed without a fencing enclosure, American Tower recently obtained a management interest in the Tower Facility and



believes that the proposed fencing is critical in order to address safety and potential vandalism concerns. The fencing would protect the Guy Anchors, a crucial structural component for the Tower Facility as these provide support to the structure, and therefore American Tower considers the proposed fencing an important modification to the Tower Facility.

We believe there to be several primary concerns that the fencing will address. First, the fencing is necessary to prevent farm machinery or vehicles from striking the Guy Anchors or guy wires – such impact could potentially cause the Tower Facility to collapse. In this regard, the fencing would not only prevent contact with the Guy Anchors, but would also protect those driving near the Guy Anchors from harm that could result from a potential collision.

Further, the fencing would also prevent potential trespassers from attempting to climb the guywire, thereby preventing subsequent injuries that could occur in the event an individual chose to climb said guy wires. The proposed fencing would also inhibit potential trespassers from cutting or otherwise damaging the guy wires, and would prevent individuals from accessing and possibly loosening any bolts or turnbuckles at the Guy Anchors. Certainly, preventing such vandalism is crucial to ensuring the continued operation of a safe Tower Facility, from the perspective of both American Tower and the community.

We would also note that the Tower Facility's compound is currently enclosed by a similar fence due to the same safety and vandalism concerns discussed above, and that we believe it logical to enclose the Guy Anchors in the same manner. Because similar fencing already exists around part of the Tower Facility, the addition of safety fencing around the Guy Anchors would present minimal added aesthetic impacts to the surrounding community. Therefore, we believe that the proposed Variance would present minimal impacts to the surrounding community, as the addition of fencing around the existing Guy Anchors would improve the Tower Facility's safety,

## **II. Findings Necessary for the Board of Adjustment to Approve Appeals**

The proposed Variance would meet the standard for the Board of Adjustment to grant such an appeal, as set out in the Redwood County Zoning Ordinance, Section 26, Subdivision 4. In accordance with this provision, the Board of Adjustment shall not grant an appeal unless they find the following facts at the hearing where the applicant shall present a statement and evidence in such form as the Board of Adjustment may require:

1. That there are special circumstances or conditions affecting the land, building, or use referred to in the appeal that do not apply generally to other property in the same vicinity.
  - a. *The existing Tower Facility is a previously approved 250 foot guyed telecommunications tower, and the guy wires are necessary to provide structural support to the Tower Facility. The exact locations of the Guy Anchors have been engineered to provide the greatest support, and*

*therefore said Guy Anchors must remain in their current locations. The fencing is necessary to ensure the continued, safe operation of the Tower Facility.*

2. That the granting of the application will not materially adversely affect the health or safety of persons residing or working in the area adjacent to the property of the applicant and will not be materially detrimental to the public welfare or injurious to the property or improvements in the area adjacent to the property of the applicant.
  - a. *The installation of the fencing would not materially adversely affect the health or safety of persons residing or working in the area adjacent to the Subject Property, and would actually provide added safety measures for persons residing or working in the area, as the fencing would prevent unauthorized access to the Guy Anchors. Further, the fencing would also protect the Guy Anchors from damage that could result from a vehicle colliding with said Guy Anchors. The fencing would also not be injurious to the property or improvements in the area adjacent to the applicant's property, as the fencing would enclose currently existing Guy Anchors, and would present minimal (if any) additional impacts to surrounding properties or improvements.*

### **III. Conclusion**

For the reasons stated herein, American Tower respectfully requests that the Board of Adjustment grant the Variance to allow installation of fencing surrounding the existing Guy Anchors within the required setback area. As demonstrated above, the installation of the fencing is necessary to ensure the continued, safe operation of the Tower Facility. Granting such Variance would be in harmony with County's Zoning Code, as the fencing would provide necessary safety improvements to the Tower Facility, thereby providing a benefit to both the community and the operator of the Tower Facility. Further, granting of the Variance would not present any adverse or detrimental impacts on the surrounding residents or properties.

## **Exhibit C**

NO DELINQUENT TAXES AND TRANSFER ENTERED  
CERTIFICATE OF REAL ESTATE VALUE ( ) FILED  
( X ) NOT REQUIRED; CERTIFICATE OF REAL  
ESTATE VALUE NO. \_\_\_\_\_

ON THIS 14<sup>th</sup> DAY OF July 2015

Jean Pincus  
REDWOOD COUNTY AUDITOR-TREASURER  
BY: \_\_\_\_\_  
DEPUTY

DOC# A 351574  
Certified, Filed, and/or Recorded on:  
July 14, 2015 11:00 AM

JOYCE ANDERSON  
COUNTY RECORDER  
REDWOOD FALLS MN 56283  
Fee Amount: \$46.00  
Total Pages: 17

IMAGED SS

linear #10320  
Space Above Line Reserved For Recorder's Use

After recording return to:  
Linear Title & Closing  
127 John Clarke Road, 1st Floor  
Middletown, RI 02842  
401-608-1284

### MEMORANDUM OF LEASE

This document was drafted by & Return to:  
Anthony Rosa, Esq./ Land Management  
ATC Sequoia LLC  
10 Presidential Way  
Woburn, MA 01801

Parcel # 59-015-2060

This Memorandum of Lease (this "**Memorandum**") is entered into on this 2<sup>nd</sup> day of July, 2015 by and between Alltel Communications, LLC, a Delaware limited liability company d/b/a Verizon Wireless, with an office at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey (hereinafter referred to as "**LESSOR**"), and ATC Sequoia LLC, a Delaware limited liability company, with an office at 10 Presidential Way, Woburn, MA (hereinafter referred to as "**LESSEE**").

1. LESSOR, LESSEE, Verizon Communications Inc., a Delaware corporation, as guarantor, and the other Verizon Lessors entered into a Master Prepaid Lease ("**MPL**") with an effective date of March 27, 2015, for the purpose of LESSEE managing, operating and maintaining the site legally described in Attachment 1 annexed hereto (the "**Site**"). All of the foregoing is set forth in the MPL.
2. The term of the MPL as to the Site commences on March 27, 2015 and ends on March 26, 2042, unless earlier terminated in accordance with the MPL.
3. LESSOR has granted LESSEE a limited power of attorney (the "**Limited Power of Attorney**"), to, among other things, prepare, negotiate, execute, deliver, record and/or file documents on behalf of LESSOR, all as more particularly described in the Limited Power of Attorney, a copy of which is attached hereto as Attachment 2 and incorporated herein by this reference.


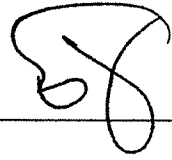
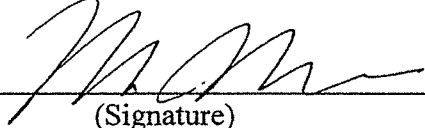
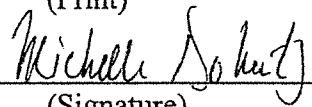
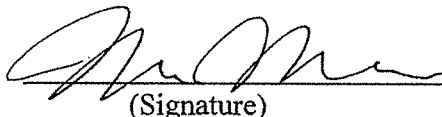
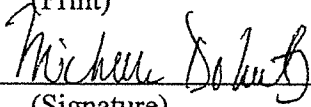
Capitalized terms used and not defined herein have the respective meanings ascribed to them in the MPL.

This Memorandum may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

The duplicate original copies of the MPL are held at LESSOR'S and LESSEE'S addresses set forth above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

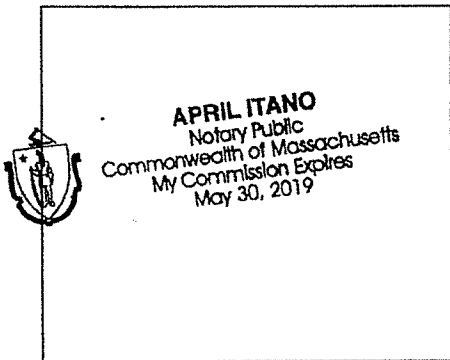
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Lease as of the day and year first above written.

<p><b>LESSOR:</b> By ATC Sequoia LLC As Attorney in Fact for Alltel Communications, LLC d/b/a Verizon Wireless.</p> <p>By: <u></u> <u>Shawn Lanier</u></p> <p>Title: <u>Vice President, Legal, US Tower</u></p> <p>Date: <u>7-2-2015</u></p>	<p><b>LESSEE:</b> ATC Sequoia LLC</p> <p>By: <u></u> <u>Edward P. Maggio, Jr.</u></p> <p>Title: <u>Senior Counsel, US Tower</u></p> <p>Date: <u>7/2/15</u></p>
<p><b>WITNESSES:</b></p> <p>By: <u></u> (Signature) <u>MONTSETRAT MORENO</u> (Print)</p> <p>By: <u></u> (Signature) <u>Michelle Soberty</u> (Print)</p>	<p><b>WITNESSES:</b></p> <p>By: <u></u> (Signature) <u>MONTSETRAT MORENO</u> (Print)</p> <p>By: <u></u> (Signature) <u>Michelle Soberty</u> (Print)</p>

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF MIDDLESEX )

On this 2nd of JULY, 2015 before me, April Itano the undersigned notary public, personally appeared Shawn Lanier, Vice President, Legal of ATC Sequoia LLC as attorney in fact for Alltel Communications, LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 7-2-15



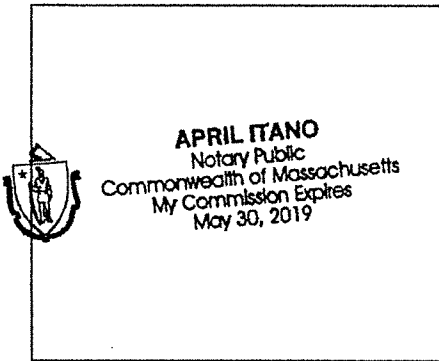
April Itano  
Notary Public  
Print Name April Itano  
My commission expires 5-30-19

(Use this space for notary stamp/seal)

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF MIDDLESEX )

On this 2nd of July, 2015 before me, April Itano the undersigned notary public, personally appeared Edward P. Maggio, Jr., Senior Counsel of ATC Sequoia LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 7-2-15



(Use this space for notary stamp/seal)

April Itano  
Notary Public  
Print Name April Itano  
My commission expires 8-30-19



ATC Site Number: 417306  
VZW Site Number: 196694

**MEMORANDUM OF LEASE**  
**ATTACHMENT 1**  
**LEGAL DESCRIPTION OF LAND**

The Lease Area is approximately 7.27 acres, more or less, and described as follows:

- ✓ Part of the West Half of the Northwest Quarter of Section 15, Township 111 North, Range 34 West, Redwood County, Minnesota, described as: Commencing at the Southeast corner of the West Half of the Northwest Quarter of said Section 15; thence North 00 degrees 13 minutes 25 seconds West (assumed bearing), on the East line of said West Half, 651.76 feet; thence South 89 degrees 46 minutes 35 seconds West 693.30 feet to the point of beginning; thence South 00 degrees 13 minutes 25 seconds East, 229.72 feet to the North right of way line of Sherman Street, as dedicated in KAMHOLZ FIRST ADDITION VILLAGE OF MORGAN; thence North 89 degrees 34 minutes 25 seconds West, along said North right of way line, 627.02 feet to the West line of said Northwest Quarter; thence North 00 degrees 14 minutes 11 seconds West on said West line, 549.62 feet; thence North 89 degrees 45 minutes 49 seconds East 533.00 feet to a set iron pipe monument; thence South 00 degrees 56 minutes 34 seconds East, 327.16 feet to a set iron pipe monument; thence North 89 degrees 46 minutes 35 seconds East, 90.00 feet to the point of beginning.

Parcel #: 59-015-2060

For reference see that certain Warranty Deed filed for record on December 2, 2004 as Document No. A315259.

**MEMORANDUM OF LEASE  
ATTACHMENT 2  
LIMITED POWER OF ATTORNEY**

*[Limited Power of Attorney to follow]*

## LIMITED POWER OF ATTORNEY

March 27, 2015

KNOW ALL PERSONS BY THESE PRESENTS THAT each of the Persons identified on Schedule A attached hereto as a Verizon Company (collectively, the "*Companies*" and each, a "*Company*"), does hereby grant ATC Sequoia LLC, a Delaware limited liability company ("*Tower Operator*"), this Limited Power of Attorney and does hereby make, constitute and appoint Tower Operator, acting through any of its designated officers and agents, as its true and lawful attorney-in-fact, for it and in its name, place and stead

(i) to prepare, review, negotiate, execute, purchase, take assignment of, deliver, record, and/or file:

- any waiver, amendment, extension or renewal of and/or to any Ground Lease, any new Ground Lease, any non-disturbance agreement and any other agreement reasonably required to effectuate the extension of the term of possession of any Ground Lease (which may include adding or modifying other terms and provisions of such agreements that Tower Operator, in its reasonable business judgment, determines are desirable or necessary) or any other document relating to or evidencing any Ground Lease or new Ground Lease required for Tower Operator's operation of a Site, that (A) Tower Operator determines in good faith is on commercially reasonable terms, (B) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to this Agreement, and (C) does not reduce the rights of any Company or Affiliate thereof with respect to the Site or its use of the Site or impose additional obligations on any Company or Affiliate thereof;
- any waiver, amendment, modification, extension or renewal of any Collocation Agreement, any new site supplement or site sublease or any other document relating to any Collocation Agreement; or
- any other document contemplated and permitted by the Master Prepaid Lease or the Management Agreement or necessary to give effect to the intent of the Master Prepaid Lease or the Management Agreement or the transactions contemplated by the Master Prepaid Lease, the Management Agreement or the other Transaction Documents referred to in the Master Prepaid Lease.

(ii) to prepare, negotiate, execute, deliver and/or submit any applications or requests for Governmental Approvals, including, without limitation with respect to Zoning Laws, related to operating the site or to support the needs of a Tower Subtenant.

All parties dealing with Tower Operator, in its capacity as attorney-in-fact hereunder, in connection with the undersigned parties' affairs as described herein, may fully rely upon the power and authority of Tower Operator, in its capacity as attorney-in-fact hereunder, to act for

the undersigned and on the undersigned parties' behalf and in the undersigned parties' names, and may accept and rely upon the documents and agreements entered into, executed, sent, delivered, recorded, and/or filed by Tower Operator, in its capacity as attorney-in-fact hereunder.

For purposes of this Limited Power of Attorney, the following capitalized terms shall have the following meanings:

*"Available Space"* means, as to any wireless communications site, the portion of the communications towers or other support structures on the wireless communications sites from time to time and the tracts, pieces or parcels of land constituting such wireless communications site, together with all easements, rights of way and other rights appurtenant thereto not constituting certain space occupied by the Companies that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

*"Collocation Agreement"* shall mean an agreement, including master leases, between any Company or Tower Operator, on the one hand, and a third party, on the other hand, pursuant to which such Company or Tower Operator, as applicable, rents or licenses to such third party space at any wireless communications site (including space on a communications tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

*"Governmental Approvals"* means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

*"Governmental Authority"* means, with respect to the Companies or any wireless communications site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over the Companies or any in any wireless communications site.

*"Ground Lease"* shall mean the ground lease, sublease, easement, license or other agreement or document pursuant to which any Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in any wireless communications site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such wireless communications site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

*"Law"* means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of, or issued by, any Governmental Authority.

*"Management Agreement"* shall mean the Management Agreement dated as of March 27, 2015, among Tower Operator, the Companies party thereto and the other parties thereto.

*"Master Prepaid Lease"* shall mean the Master Prepaid Lease dated as of March 27, 2015, among the Companies party thereto, Verizon Communications Inc., a Delaware corporation, as guarantor, and Tower Operator and the other parties thereto.

*"Tower Subtenant"* means, as to any wireless communications site, any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization (other than the Companies) that (i) is a "sublessee", "licensee" or "sublicensee" under any Collocation Agreement affecting the right to use the Available Space at such wireless communications site (prior to the effective date of the Master Prepaid Lease); or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such wireless communications site (from and after the effective date of the Master Prepaid Lease).

*"Transaction Documents"* means, Memorandum of Agreements, the Master Agreement, the Master Lease Agreement, the Sale Site MLA, the Collateral Agreements and all other documents to be executed by the parties in connection with the consummation of transactions contemplated by the Master Agreement, the Master Lease Agreement, the Sale Site MLA and this Agreement.

*"Zoning Laws"* means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Tower Operator hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Prepaid Lease and the Management Agreement, acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to such agreements, agrees that this Limited Power of Attorney is subject to the indemnification provisions of Section 4(b)(v) of the Master Prepaid Lease, and understands and agrees that this Limited Power of Attorney may be revoked and terminated in accordance with Sections 4(b)(iv), 5(d) or 6(c) of the Master Prepaid Lease. The parties acknowledge and agree that, unless earlier revoked and terminated in accordance with such provisions of the Master Prepaid Lease, this Limited Power of Attorney with respect to any particular site shall expire at the end of the term for the applicable wireless communications site as set forth in Section 9(a) of the Master Prepaid Lease.

Each of the Companies hereby acknowledges and agrees that Tower Operator may derive benefit, either directly or indirectly, tangible or intangible, or for full or nominal consideration, from or in connection with the amendments and the closing of the same and hereby expressly agrees that nothing contained in this Limited Power of Attorney instrument shall prohibit or be construed or deemed to prohibit the derivation of such benefit by Tower Operator.

This Limited Power of Attorney may not be used by Tower Operator to execute on behalf of any Company any of the following:

- any document that provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of such Company or any of its affiliates;
- any document that provides for the incurrence of indebtedness for borrowed money in the name of, or any guarantee by, such Company or any of its affiliates, or purports to grant any mortgage, pledge or other security interest on the interest of such Company or any of its affiliates;
- any document that is between or among Tower Operator or any of its affiliates, on the one hand, and such Company or any of its affiliates, on the other hand; provided that powers of attorney used for recording, in each County and State, all memoranda of lease, sublease and management agreements contemplated by the Master Prepaid Lease or any other Transaction Document referred to in the Master Prepaid Lease shall be excluded from this exception;
- any document that would permit a party to (i) interfere with any Company's or any Company's affiliates' operations or communications equipment at a Site or (ii) interfere with or cause a cessation of any Company's or any Company's affiliates' services at a Site;
- any document the execution or entering in of which is not expressly authorized by the terms of this Limited Power of Attorney; or
- any document that settles or compromises any dispute unrelated to a Ground Lease or any dispute between Tower Operator and any Company or its affiliates related to a Ground Lease.

Each of the Companies and Tower Operator hereby acknowledge and agree that this Limited Power of Attorney may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Companies and Tower Operator are not signatories to the original or the same counterpart. Companies and Tower Operator agree that a photocopy or otherwise electronically reproduction of this Limited Power of Attorney may be relied upon by a third party as an original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 17 day of April, 2015.

WITNESSES:

Margaret Salem  
Name: Margaret Salem

Carol A Todd  
Name: CAROL A TODD

COMPANIES:

ON BEHALF OF EACH OF THE COMPANIES LISTED ON SCHEDULE A

By: Michael Haberman  
Name: Michael Haberman  
Title: Authorized Signatory

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF SOMERSET )

Be it remembered that on the 17<sup>th</sup> day of April, 2015, before me, the undersigned Notary Public, personally appeared Michael Haberman personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and this person acknowledged under oath, to my satisfaction that:

- (a) he is the Authorized Signatory of the entities named as Companies in the attached instrument, as set forth on Schedule A to said instrument;
- (b) he is authorized to execute the attached instrument on behalf of the Companies;
- (c) he executed the attached instrument on behalf of and as the act of the Companies; and
- (d) the attached instrument was signed and made by the Companies as each of their duly authorized and voluntary act.

Witness my hand and official seal.

Luanne De Rose  
Notary

[NOTARIAL SEAL]

LUANNE DE ROSE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires: My Commission Expires 4/12/2016

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 22 day of April, 2015.

WITNESSES:

TOWER OPERATOR:

Anthony V. Rose  
Name: Anthony V. Rose

By: Edmund DiSanto  
Name: Edmund DiSanto  
Title: Executive Vice President, General Counsel & Chief Administrative Officer

Rachel Murray  
Name: Rachel Murray

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.:  
COUNTY OF SUFFOLK )

Be it remembered that on the 22 day of April, 2015, before me, the undersigned Notary Public, personally appeared Edmund DiSanto, personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and this person acknowledged under oath, to my satisfaction that:

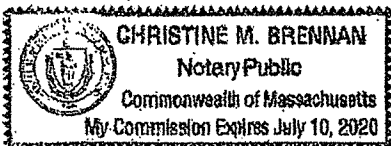
- (a) he is the Executive Vice President, General Counsel & Chief Administrative Officer of the entity authorized to sign on behalf of the entity named as Tower Operator in the attached instrument;
- (b) he is authorized to execute the attached instrument on behalf of the Tower Operator;
- (c) he executed the attached instrument on behalf of and as the act of the Tower Operator; and
- (d) the attached instrument was signed and made by Tower Operator a duly authorized and voluntary act.

Witness my hand and official seal.

Christine M. Brennan  
Notary

[NOTARIAL SEAL]

My Commission Expires: July 10, 2020



[Signature Page to Power of Attorney]



## **Exhibit D**



WIKIPEDIA

# Midwest Wireless

---

## Midwest Wireless



<b>Type</b>	Defunct
<b>Industry</b>	Cellular Communications
<b>Successor</b>	Verizon Wireless
<b>Founded</b>	1995
<b>Headquarters</b>	Mankato, Minnesota, United States
<b>Products</b>	Cellular Telephone Service
<b>Website</b>	midwestwireless.com ( <a href="https://web.archive.org/*/http://www.midwestwireless.com/">https://web.archive.org/*/http://www.midwestwireless.com/</a> )

**Midwest Wireless** was a wireless telephone company serving southern Minnesota, northern Iowa and western Wisconsin in the United States. The company served roughly 400,000 customers and used CDMA phone technology.

The company's slogan was "We answer to you." The headquarters were in Mankato, Minnesota. The coverage region of Midwest Wireless excluded the Twin Cities metropolitan area. Midwest Wireless provided 2G and 3G service using CDMA 2000 and EV-DO technologies. Midwest Wireless was also one of the largest wireless Internet service providers in the United States.

Midwest Wireless was purchased by Alltel in late 2005 <sup>[1]</sup> (<http://www.alltel.com/corporate/media/news/05/nov/n411nov1805.html>); the purchase was cleared of antitrust concerns on September 7, 2006 and was completed on October 3, 2006 <sup>[2]</sup> (<http://www.midwestwireless.com/Home/AboutUs/CurrentArticles.htm#Articles100306>). As of July 2007, Alltel still does business as Midwest Wireless in markets formerly served by Midwest Wireless.

Midwest Wireless was the naming sponsor of the Midwest Wireless Civic Center (which became the Alltel Center) in Mankato from 1996 to 2007, and is now the Verizon Center.

## External links

---

- Midwest Wireless corporate website ([https://web.archive.org/\\*/http://www.midwestwireless.com](https://web.archive.org/*/http://www.midwestwireless.com))

---

Retrieved from "[https://en.wikipedia.org/w/index.php?title=Midwest\\_Wireless&oldid=798993443](https://en.wikipedia.org/w/index.php?title=Midwest_Wireless&oldid=798993443)"





**ST JOHNS EVANGELICAL CHURCH  
403 CARLETON AVE  
MORGAN, MN 56266**

**MARY TAUER  
MORGAN TOWNSHIP CLERK  
22672 PORTER AVE  
MORGAN, MN 56266**

**SCOTT & KATHY POTTER  
PO BOX 266  
MORGAN, MN 56266**

**ANITA TEWS  
PO BOX 434  
MORGAN, MN 56266**

**TOM & DEBRA HAMMERSCHMIDT  
PO BOX 337  
MORGAN, MN 56266**

**DEAN & HILARY WELCH  
PO BOX 131  
MORGAN, MN 56266**

**CHARLES & MARLYS LUDEWIG  
PO BOX 487  
MORGAN, MN 56266**

**DOUGLAS HILLGER  
PO BOX 297  
MORGAN, MN 56266**

**ROBERT & NANCY TEWS  
PO BOX 114  
MORGAN, MN 56266**

**TAMMY SATHER  
506 FERGUS AVE  
MORGAN, MN 56266**

**RICKY & DESIREE SCHNOBRICH  
PO BOX 505  
MORGAN, MN 56266**

**NORTHVIEW APARTMENTS  
VAN BINSBERGEN & ASSOCIATES  
540 S 1<sup>ST</sup> ST  
MONTEVIDEO, MN 56265**

**JUSTIN R HALVORSON  
PO BOX 322  
MORGAN, MN 56266**

**CHRISTOPHER & JANET MEYERS  
11055 MAJOR OAK DR  
BATON ROUGE, LA 70815**

**NATHAN KROPIFKO  
508 FERGUS AVE  
MORGAN, MN 56266**

**TYLER & SARA SCHULTZ  
28611 CO RD 7  
SLEEPY EYE, MN 56085**

**B T & K APARTMENTS  
VAN BINSBERGEN & ASSOCIATES  
540 S 1<sup>ST</sup> ST  
MONTEVIDEO, MN 56265**

**APARTMENT ENTERPRISES  
VAN BINSBERGEN & ASSOCIATES  
540 S 1<sup>ST</sup> ST  
MONTEVIDEO, MN 56265**

**KATHY S MAINER  
511 CARLETON AVE  
PO BOX 352  
MORGAN, MN 56266**

**CATHERINE L HELGESON  
512 FERGUS AVE  
PO BOX 222  
MORGAN, MN 56266**

**KIMMEY & AUDREY KIMSEY  
PO BOX 207  
MORGAN, MN 56266**

**SHAWN & JESSICA GUETTER  
PO BOX 26  
MORGAN, MN 56266**

**JOSHUA & BETH HOFFMANN  
313 CARLETON AVE  
MORGAN, MN 56266**

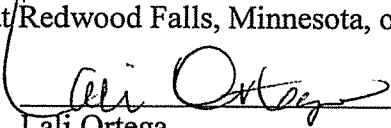
**RICHARD & SUZANNE LARSON  
PO BOX 251  
MORGAN, MN 56266**

**WAYNE WEBER REVOCABLE TRUST  
25901 CO HWY 2  
MORGAN, MN 56266**

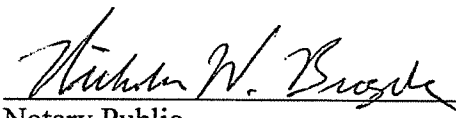
**RONALD & JANET RADDATZ  
45261 260 ST  
MORGAN, MN 56266**

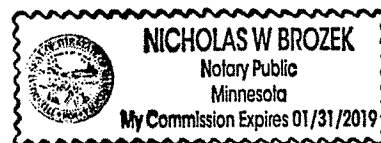
**ATC SEQUOIA, LLC  
NICHOLAS M CAEZZA  
10 PRESIDENTIAL WAY  
WOBURN, MN 18101**

by enclosing a copy of the same in an envelope, with postage prepaid, and depositing said envelope in a United States Postal Service mailbox located at Redwood Falls, Minnesota, on the 6<sup>th</sup> day of February, 2018.

  
\_\_\_\_\_  
Lali Ortega  
Environmental Administrative Assistant

Subscribed and sworn to before me, a Notary Public, on this 6th day of February 2018, by Lali Ortega.

  
\_\_\_\_\_  
Notary Public





# AFFIDAVIT OF PUBLICATION

## Redwood Gazette

Redwood Falls, Minnesota  
State of Minnesota  
County of Redwood

Lisa Drafall, being first duly sworn, on oath states as follows:

1. I am the general manager of the Redwood Gazette. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: -THURSDAY-, the 15th day of FEBRUARY, 2018.
4. The general manager's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06 and §331A.07.
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Redwood County. The newspaper complies with the conditions in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

By: \_\_\_\_\_  
General Manager

Subscribed and sworn before me  
on the 15th day of FEBRUARY, 2018.

By: Leanne Kaufenberg  
Notary Public

OFFICIAL PUBLICATION  
STATE OF MINNESOTA  
COUNTY OF REDWOOD  
BOARD OF ADJUSTMENT  
In the Matter of the Application of )  
ATC Sequoia, LLC, a wholly owned )  
subsidiary of American Tower )  
Corporation, for a Variance )  
to Redwood County Ordinance )

### NOTICE OF PUBLIC HEARING

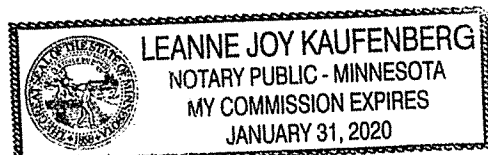
An Application for Variance has been filed by ATC Sequoia, LLC o/b/o Midwest Wireless Communications, LLC, landowner, requesting a variance, pursuant to Section 26 of Redwood County Ordinance, to the required right-of-way setback set forth at Section 9, Subdivision 5, of Redwood County Ordinance, on its telecommunications tower facility site, situated in the County of Redwood, State of Minnesota, to wit:

7.27 acre tract in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4), Section 15, Township 111 North, Range 34 West, Morgan Township.

It is hereby ordered that a Public Hearing thereon will be held on March 12, 2018, at 8:30 a.m. before the Redwood County Board of Adjustment at the communications tower facility located at 25607 County Hwy 2, Morgan, Minnesota.

If you have any questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023 or in writing at the following address: Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.

DATED: February 6, 2018  
Nicholas W. Brozek  
Land Use and Zoning Supervisor  
Redwood County Environmental Office  
Published in the Redwood Gazette  
February 15, 2018.



# AFFIDAVIT OF PUBLICATION

## Wabasso Standard

Wabasso, Minnesota  
State of Minnesota  
County of Redwood

Lisa Drafall, being first duly sworn, on oath states as follows:

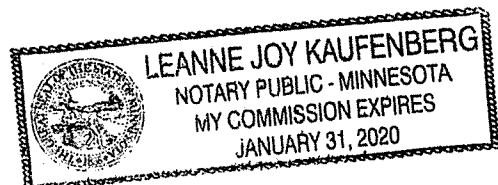
1. I am the general manager of the Wabasso Standard. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: -WEDNESDAY-, the 14th day of FEBRUARY, 2018.
4. The general manager's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06 and §331A.07.
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Redwood County. The newspaper complies with the conditions in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

By: \_\_\_\_\_  
General Manager

Subscribed and sworn before me  
on the 14th day of FEBRUARY, 2018.

By: Leanne Kaufenberg  
Notary Public



### OFFICIAL PUBLICATION

State of Minnesota  
County of Redwood  
Board of Adjustment

In the Matter of the Application of )  
ATC Sequoia, LLC, a wholly owned )  
subsidiary of American Tower )  
Corporation, for a Variance )  
to Redwood County Ordinance )

### NOTICE OF PUBLIC HEARING

An Application for Variance has been filed by ATC Sequoia, LLC o/b/o Midwest Wireless Communications, LLC, landowner, requesting a variance, pursuant to Section 26 of Redwood County Ordinance, to the required right-of-way setback set forth at Section 9, Subdivision 5, of Redwood County Ordinance, on its telecommunications tower facility site, situated in the County of Redwood, State of Minnesota, to wit:

7.27 acre tract in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4), Section 15, Township 111 North, Range 34 West, Morgan Township.

It is hereby ordered that a Public Hearing thereon will be held on March 12, 2018, at 8:30 a.m. before the Redwood County Board of Adjustment at the communications tower facility located at 25607 County Hwy 2, Morgan, Minnesota.

If you have any questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023 or in writing at the following address: Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.

DATED: February 6, 2018  
Nicholas W. Brozek  
Land Use and Zoning Supervisor  
Redwood County Environmental Office  
Published in the Wabasso Standard  
February 14, 2018.



