



Regular Planning Commission Meeting

Tuesday, October 7, 2025, at 5:30 PM

City Council Chambers, City Hall (10 3rd Ave SW)

Any person needing special accommodation for the meeting is requested to notify the City Clerk's office at 857-4752.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. INTRODUCTIONS AND DECORUM
 - 3.1. INTRODUCTIONS AND DECORUM HANDOUT
4. PLANNING COMMISSION
 - 4.1. APPROVAL OF THE SEPTEMBER 2025 REGULAR MEETING MINUTES
5. PUBLIC HEARING

5.1. CASE #2025-45 - FULL STEAM AHEAD - CONDITIONAL USE PERMIT

Public hearing request by Kausha Bakk representing Full Steam Ahead, owner for a conditional use permit on a property zoned "R1" Single Family Residential for an indoor recreational facility. The legal description for the property is Lots 3, 7, 8, 9 & 10 and a portion of Lot 4, Block 2, Lot 16 Nelsons Realignment to Suburban Homes Addition to the City of Minot, Ward County, North Dakota. The subject property address is 1400 5th St. SW.

5.2. CASE #2025-46 - 828 6TH AVE NW - VARIANCE

Public hearing request by Duane Block representing Patrick Hall, owner for a Variance on a property zoned "R3B" Multiple Residence District for relief of front yard setback. The legal description for the property is Lee's Subdivision, Lot 4, Block 13 & South ½ Lot 8 Block 1 North Minot Addition to the City of Minot, Ward County, North Dakota. The subject property address is 828 6th Ave NW.

5.3. CASE #2025-43 - VERTICAL BRIDGE CELL TOWER - CONDITIONAL USE PERMIT

Public hearing request by Robert Hill, Project Manager representing Vertical Bridge LLC, owner for a conditional use permit on a property zoned "AG" Agricultural District for a wireless communications tower. The legal description

for the property is Lot A of Outlot 1 of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$, less highway right-of-way, Section 32, Township 155 West, Range 82 North Ward County, North Dakota.

The subject property address is 2005 HWY 2 BYP E.

6. MISCELLANEOUS AND DISCUSSION ITEMS

6.1. TABLED DISCUSSION ITEM FROM CASE #2025-34 SUMMER 2025 TEXT AMENDMENT

6.2. 2026 PLANNING COMMISSION SCHEDULE

6.3. 2025 TERM EXPIRATIONS

7. ADJOURNMENT

INTRO

The Planning Commission evaluates land use applications for compliance with the standards and procedural requirements outlined within the Zoning Supplement to the City of Minot (Zoning Code) and North Dakota Century Code. Further, the Planning Commission is tasked to ensure development within the City of Minot aligns with the City of Minot 2012 Comprehensive Plan (Comprehensive Plan).¹

Planning Department staff are assigned to support the Planning Commission by reviewing applications for compliance with the Zoning Code and alignment with the Comprehensive Plan. Staff summarizes this information to the Planning Commission in the form of written staff reports, which include a recommendation. Oral presentations summarizing a staff report and any additional information obtained since the date said staff report was written is provided as determined necessary by the Planning Commission.

Planning Commission is not required to follow City staff recommendation. However, a deviation from staff's recommendation may require clarification to the findings of fact along with clearly stated reasoning for any alternative recommendation.

Finally, staff is not able to anticipate all information entered into the record via Planning Commissioner discussion or provided by the public during the open public comment period. Staff is available to answer any questions which may arise through discussion.

The Planning Commission renders a decision for variances, interim use permits, and conditional use permits that may be appealed to City Council. The Planning Commission provides recommendations to City Council for all other land use applications.

DECORUM

Persons attending public hearings are expected to conduct themselves with decorum to assure fairness and equity in the proceedings. Participants must:

- Step to the podium/microphone each time you wish to be recognized by the Planning Commission to offer a comment, or to ask or answer a question, and state your name for the record. To ensure minutes of the meeting accurately reflect the individual for which statements are made a sign-in sheet is provided at the podium for those wishing to speak.
- Address all testimony, comments and questions to the Chair of the Commission and not the other participants, the applicant, or the staff. The Chair of the Commission will determine the appropriateness of all questions and when and where to direct them.
- Allow others in attendance an opportunity to present their testimony. Do not interrupt the proceedings with applause, heckling, outbursts or other disruptive behavior.
- Address the issues and application that are before the Commission. These proceedings are not the forum to discuss the appropriateness of particular land use policies, regulations, or alternatives.
- Please silence your phones or set them to vibrate at this time.

¹ Per N.D.C.C 40-48-09, the basic purpose of the plan:

...The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the municipality and its environs, which, in accordance with present and future needs, best will promote the amenities of life, health, safety, morals, order, convenience, prosperity, and general welfare as well as efficiency and economy in the process of development, including adequate provision for light and air, distribution of population, good civic design and arrangement, wise and efficient expenditure of public funds, the adequate provision of public utilities and other public requirements, the improvement and control of architecture, and the general embellishment of the area under its jurisdiction.

On September 3, 2025, a Regular Planning Commission Meeting of the Minot Planning Commission was held in the City Council Chambers, City Hall (10 3rd Ave SW). Chairman Offerdahl called the meeting to order at 05:30 PM.

1. ROLL CALL

Members Present: Tim Baumann, Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler

Members Absent: Kayla Johnson, Bradly Wolff, Casey Erickson

City Staff Present: Corbin Dickerson, Jennifer Eckman, Maria Romanick, Emily Huettl, Hannah Hornberger, Doug Diedrichsen, Dan Falconer, Jennifer Kleen

Others Present: Brianna Low, Jan Ness, Donavon Diegler, Jonathan Layne, Edana Kitzmann, Pete Hugret, Robert Michel, Barbara Skogstad

2. PLEDGE OF ALLEGIANCE

3. INTRODUCTIONS AND DECORUM

3.1. INTRODUCTIONS AND DECORUM HANDOUT

4. PLANNING COMMISSION

4.1. APPROVAL OF THE JUNE 2025 REGULAR MEETING MINUTES

The motion to Approve June 2025 Regular Meeting Minutes was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Baumann and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

5. PUBLIC HEARING

5.1. CASE #2025-35 - BATTLEGROUND ADDITION, LOT 11 - EASEMENT VACATION

Mr. Diedrichsen reviewed the staff report.

The Commissioners had a discussion.

Staff answered questions.

Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on staff's recommendation and finding of fact was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Kibler and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

5.2. CASE #2025-36 - FLICKERTAIL ADDITION, LOT 18 - INTERIM USE PERMIT

Mr. Diedrichsen reviewed the staff report.

Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve the Interim Use Permit based on staff's recommendation and finding of fact was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Amick and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

5.3. CASE #2025-26 - LINHA'S 6TH ADDITION, LOTS 1 & 2 - PRELIMINARY PLAT

Mr. Diedrichsen reviewed the staff report.

The Commissioners had a discussion.

Staff answered questions.

Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on staff's recommendation and finding of fact was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Mennem and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

5.4. CASE #2025-39 - ABEL ACRES ADDITION - PRELIMINARY PLAT

Mr. Diedrichsen reviewed the staff report.

Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on staff's recommendation and finding of fact was initiated by Planning Commission Representative Mennem seconded by Planning Commission Representative Iverson and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

5.5. CASE #2025-38 - MIDWEST MONTESSORI LLC - CONDITIONAL USE PERMIT

Mr. Diedrichsen reviewed the staff report.

The Commissioners had a discussion.

Staff answered questions.

Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on staff's recommendation and finding of fact was

initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Kibler and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

5.6. CASE #2025-33 - ENDEAVOR HOLDINGS - CONDITIONAL USE PERMIT

Mr. Diedrichsen reviewed the staff report.

The Commissioners had a discussion.

Staff answered questions.

Chairman Offerdahl opened the public hearing to the public for testimony.

Brianna Low, resident, questioned who would be monitoring any nuisance issues.

Jan Ness, resident, voiced concern about issues in the neighborhood from other homes.

Commissioner Baumann left at 6:30pm.

Donovan Ziegler, resident, voiced concern over the number of residents.

Jonathan Layne, applicant, answered questions about the business.

Barbara Skogstad, resident, voiced concern about issues in the neighborhood.

Edana Kitzmann, resident, voiced concern about drug issues within Minot, stated the best solution is to contact the police department for every issue.

Pete Hugret, resident, voiced concern over property values.

Mr. Falconer read a letter sent in from the Becker family, residents of the neighborhood.

Jonathan Layne explained the day-to-day routine and rules within the home.

Robert Michel, resident, thanked Mr. Layne for his efforts, also voiced drug concern in the neighborhood.

Staff answered questions.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on staff's recommendation and finding of fact was initiated by Planning Commission Representative Kibler seconded by Trudell and carried by the following roll call vote: ayes: Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter; nays: None; abstain: Kasper Ziegler.

5.7. CASE #2025-34 - SUMMER CLEANUP - TEXT AMENDMENTS

Mr. Falconer reviewed the text amendments.

Chapter 2.2 - Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to recommend approval of Public "P" District for Warehousing and Daycare Center - Chapter 2.2 to City Council was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Dockter and carried by the following roll call vote: ayes: Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

Chapter 2.3 - Chairman Offerdahl opened the public hearing to the public for testimony. No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to recommend approval of Family Definition - Chapter 2.3 to City Council was initiated by Planning Commission Representative Mennem seconded by Planning Commission Representative Kibler and carried by the following roll call vote: ayes: Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

Chapter 2.3 & 6.1 -

The Commissioners had a discussion.

Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to recommend approval of Shipping containers definition and use regulations Chapter 2.3 & Chapter 6.1 to City Council with change by Commissioner Amick was initiated by Planning Commission Representative Dockter seconded by Planning Commission Representative Amick and carried by the following roll call vote: ayes: Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

Chapter 2.24 - Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to recommend approval of Noise Buffer Overlay - Chapter 2.24 to City Council was initiated by Planning Commission Representative Amick seconded by Planning Commission Representative Kibler and carried by the following roll call vote: ayes: Erin Iverson, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

Chapter 2.25 -

Airport Director Jennifer Eckman, discussed the areas already within the area and their plan to move forward.

Commissioners and staff had a discussion.

Chairman Offerdahl opened the public hearing to the public for testimony.

Resident, questioned restrictions on industrial property.

Chairman Offerdahl closed the public hearing.

Commissioner Iverson left.

Commissioner Kibler moved to table the Runway Buffer Overlay, motion was withdrawn.

The motion to recommend denial of Runway Buffer Overlay - Chapter 2.25 to City Council was initiated by Planning Commission Representative Trudell seconded by Planning Commission Representative Kibler, Commissioners had a discussion and carried by the following roll call vote: ayes: Darrik Trudell, Robert Amick; nays: Robert Kibler, Annette Mennem, Dustin Offerdahl, Tanner Dockter; Abstain: Serena Pontenila, Kasper Ziegler.

The motion to table the Runway Buffer Overlay - Chapter 2.25 was initiated by Planning Commission Representative Amick seconded by Planning Commission Representative Kibler and carried by the following roll call vote: ayes: Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter,

Kasper Ziegler; nays: None.

Chapter 2.2 & 4.1 -

The Commissioners had a discussion.

Chairman Offerdahl opened the public hearing to the public for testimony.

Resident, voiced concern.

Chairman Offerdahl closed the public hearing.

The motion to Recommend approval for Group Homes above 6 people - Chapter 2.2 & Chapter 4.1 to City Council was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Pontenila and carried by the following roll call vote: ayes: Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

Chapter 5.1 - Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Recommend approval of Sign Code Maximums - Chapter 5.1 to City Council was initiated by Planning Commission Representative Amick seconded by Planning Commission Representative Dockter and carried by the following roll call vote: ayes: Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

Chapter 10.2 -

The Commissioners had a discussion.

Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Recommend approval of Easement Vacations of Minor Plats - Chapter 10.2 to City Council was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Trudell and carried by the following roll call vote: ayes: Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

Chapter 12.2 - Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Recommend approval of Stormwater Plan Requirements - Chapter 12.2 to City Council was initiated by Planning Commission Representative Amick seconded by Planning Commission Representative Kibler and carried by the following roll call vote: ayes: Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

Chapter 13.1 - Chairman Offerdahl opened the public hearing to the public for testimony.

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Recommend approval of Nonconforming Manufacture Housing in Single Family Residential Zone - Chapter 13.1 to City Council was initiated by Planning Commission Representative Amick seconded by Planning Commission Representative Trudell and carried by the following roll call vote: ayes: Robert Kibler, Annette Mennem,

Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Tanner Dockter, Kasper Ziegler; nays: None.

6. MISCELLANEOUS AND DISCUSSION ITEMS

7. ADJOURNMENT

With no further business, Chairman Offerdahl adjourned the meeting at 9:01 pm.



Planning Commission Staff Report

Application Date: 09/03/2025

Date of Staff Report: 09/22/2025

Date of Planning Commission Meeting: 10/07/2025

Staff Contact: Doug Diedrichsen, Principal Planner

Staff Recommendation: Approval

Case Number: 2025-45

Project Name: Full Steam Ahead – CUP

Current Legal Description: Lots 3, 7, 8, 9 & 10 and a portion of Lot 4, Block 2, Lot 16 Nelsons Realignment to Suburban Homes Addition to the City of Minot

Proposed Legal Description: No Change

Present Address: 1400 5th St. SW.

Owners: Full Steam Ahead

Representative: Kausha Bakk

Entitlements Requested: See Project Description & Background Information

Present Zone(s): “R1” Single Family Residential District

Present Use(s): Vacant House of Worship

Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Present Future Land Use Map Designation: Suburban Residential

Proposed Zone(s): No Change

Proposed Use(s): Indoor Recreation Facility

Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Proposed Future Land Use Map Designation: No Change

PROJECT DESCRIPTION:

Public hearing request by Kausha Bakk representing Full Steam Ahead, owner for a conditional use permit on a property zoned “R1” Single Family Residential for an indoor recreational facility. The legal description for the property is Lots 3, 7, 8, 9 & 10 and a portion of Lot 4, Block 2, Lot 16 Nelsons Realignment to Suburban Homes Addition to the City of Minot, Ward County, North Dakota.

The subject property address is 1400 5th St. SW.

An aerial photo of the subject property can be found in **Exhibit 1**.

BACKGROUND INFORMATION:

The subject property is located at the intersection of 5th St. SW & 14th Ave SW. The property is operated by Full Steam Ahead and will operate as a place for science and technology class for children which is categorized as an indoor commercial recreation facility under the Land Development Ordinance of the City of Minot (LDO).

A map of the area zoning and future land use can be found in **Exhibit 2**.

A copy of the site plan may be found in **Exhibit 3**.

A letter of intent can be found in **Exhibit 4**.

Site photos can be found in **Exhibit 5**.

STAFF ANALYSIS:

Conditional Use Permit Analysis:

Section 9.1-4 of the Minot Land Development Ordinance (Zoning Ordinance) recognizes that certain land uses, when under special conditions and review can be compatible with uses that are permitted by right in a zoning district. The review of the conditional use permit (CUP) application and any special conditions imposed by either the Zoning Ordinance or City Staff should occur via a thorough public process as prescribed by Section 9.2-1 including a public hearing, direct noticing to neighboring property owners, and general public noticing within the Minot Daily News. Per Section 9.1-4 I., an amendment to a CUP follows the same process as a new application. The applicant has submitted the necessary application documents required per Section 9.1-4 C. and noticing has been conducted as required per Section 9.2-1.

Section 9.1-4 F. states that the Planning Commission shall find that the application meets all of the following, as applicable:

1. The request will be harmonious with the general and applicable specific objectives of the City's Comprehensive Plan and this Ordinance.
2. The proposed conditional use at the specified location will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.

3. The proposed conditional use will not cause substantial injury to the value of other properties within the area in which it is located.
4. The location, size, design, and operating intensity of the proposed conditional use will not prevent the development and use of neighboring property in accordance with the applicable zoning district. In making this determination, the Planning Commission will consider the siting, nature, and height of existing and proposed buildings and structures, and the extent and effectiveness of proposed buffering or landscaping.
5. Adequate public services and facilities exist or will be provided by the developer at the time of development, including adequate utilities, water and sewer systems, drainage structures, and other such facilities and services which are necessary to serve the development.
6. The request will not create excessive additional requirements for public facilities and services at public cost and will not be detrimental to the economic welfare of the community.
7. Adequate access roads or entrance and exit drives exist or will be provided by the developer to prevent traffic safety hazards and minimize traffic congestion on public streets.
8. The request will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Staff finds the proposed use to be harmonious with the comprehensive plan future land use map designation of Suburban Residential and the LDO. Section 9.1-4 F. 1. is satisfied.

Related to Section 9.1-4. F. 2 thru 4 generally relate to the overall impact of a proposal on property within the vicinity. Indoor commercial recreation within "R1" Single Family Residential District requires a conditional use permit. Staff finds that with available onsite off street parking the impact to other properties in the vicinity would be negligible, however any concerns regarding parking could be addressed in conditions, staff finds that Section 9.1-4. F. 2 thru 4 is satisfied with conditions.

Staff finds Section 9.1-4. F. 5. related to the provision of appropriate public services such as utilities and drainage systems is satisfied, as no new public utilities are being sought and existing public utilities are adequate to support the proposed use. Property must meet all requirements of building and fire codes regarding safety of students.

Staff finds that Sections 9.1-4. F. 6. and 7. related to maintaining community economic welfare and providing adequate road access, respectively, are satisfied. There is currently adequate access onto 14th Ave. SW, and improvements, if any were required, would be at the expense of the developer to satisfy these two evaluative criteria going forward.

Finally, Section 9.1-4. F. 8. is satisfied, as Staff does not have any evidence that the request will result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Comments:

- a) There were no public comments at the time of writing this staff report.
- b) The application was distributed to city departments and external public agencies within the City for review and no comments were received.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

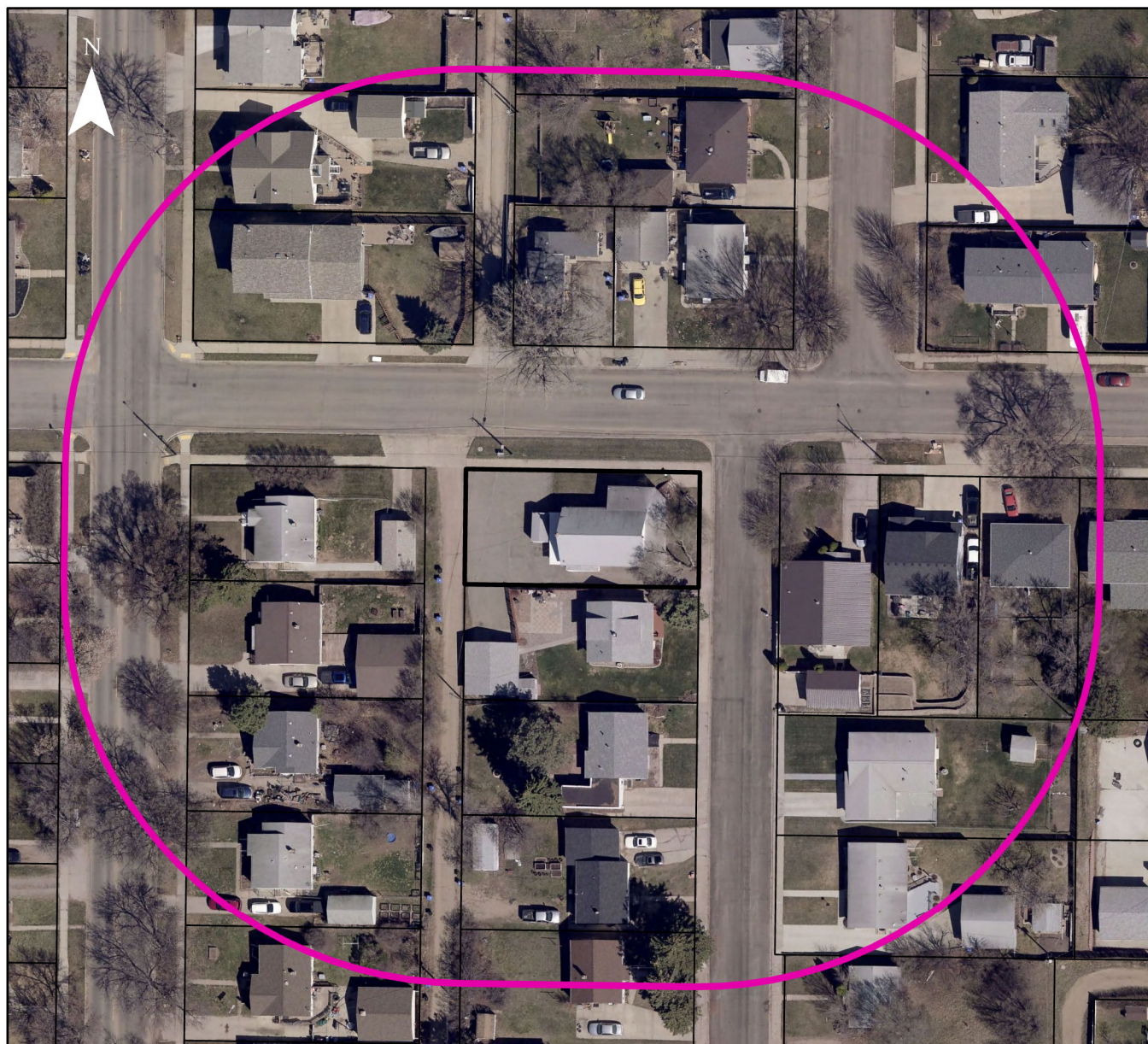
- 1) The applicant has submitted a complete application.
- 2) The property is zoned "R1" Single Family Residential District
- 3) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Suburban Residential.
- 4) The proposal satisfies the evaluative criteria per Section 9.1-4. F. 1 thru 8., with conditions, as outlined in the Staff Analysis section of staff's written report.
- 5) The Minot Planning Commission has the authority to hear this case and decide whether it should be approved or denied, with or without conditions. The public notice requirements were met, the hearing was legally noticed and posted and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

STAFF RECOMMENDATION TO PLANNING COMMISSION:

Staff recommends the Planning Commission adopt the staff findings of fact and approve the conditional use permit for a commercial recreation indoor facility with the following recommended conditions.

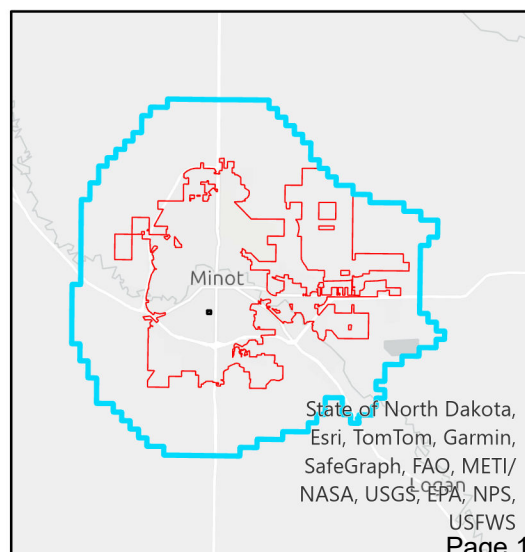
STAFF RECOMMENDED CONDITIONS TO PLANNING COMMISSION:

1. Permits required for construction.
 - a. Any changes to the structure, egress of the occupants, proposed room dimensions, ceiling heights, etc. would have to be reviewed by the Building Division with a floor plan and submitted construction documents and will require appropriate building or remodel permits.
2. ADA Compliance may be required. Further review of the interior floor plan and scope of construction is required before this can be analyzed.
3. Licensing
 - a. The Conditional Use Permit (CUP) shall serve as the license from the City of Minot to operate this facility under the terms of the permit.
 - b. Upon issuance of this permit, the applicant shall be deemed the permittee or permit holder and agrees to the terms of this permit and to follow all ordinances and regulations of the City of Minot and all county, state, and federal laws and regulations.
 - c. The permit shall be non-transferable and shall expire if the commercial recreation indoor ceases operation. A change in occupancy shall be cause for an amended or new CUP.
 - d. The CUP can be revoked at any time by the Planning Commission following a show-cause hearing that has met the public hearing notification requirements.
4. On Street Parking is limited to the six spaces directly adjacent to the property.



0 55 110 220 Feet

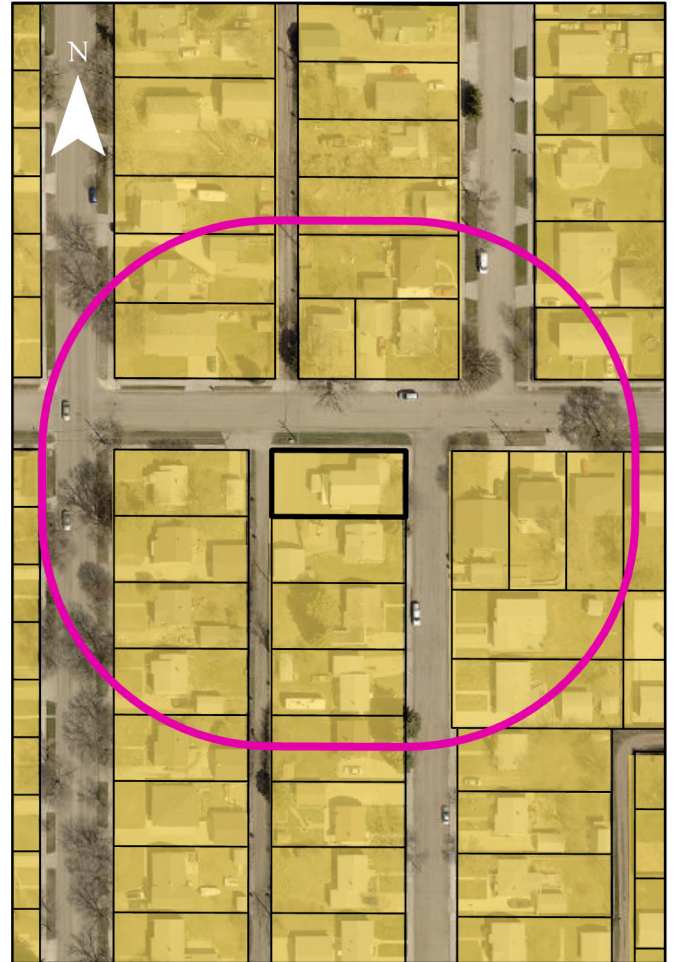
- City Limits
- Two Mile Boundary
- Case # 2025-45
- Case # 2025-45 Notification Area



ZONING



FUTURE LAND USE



0 80 160 320 Feet

Zoning
R1



Land Use Type

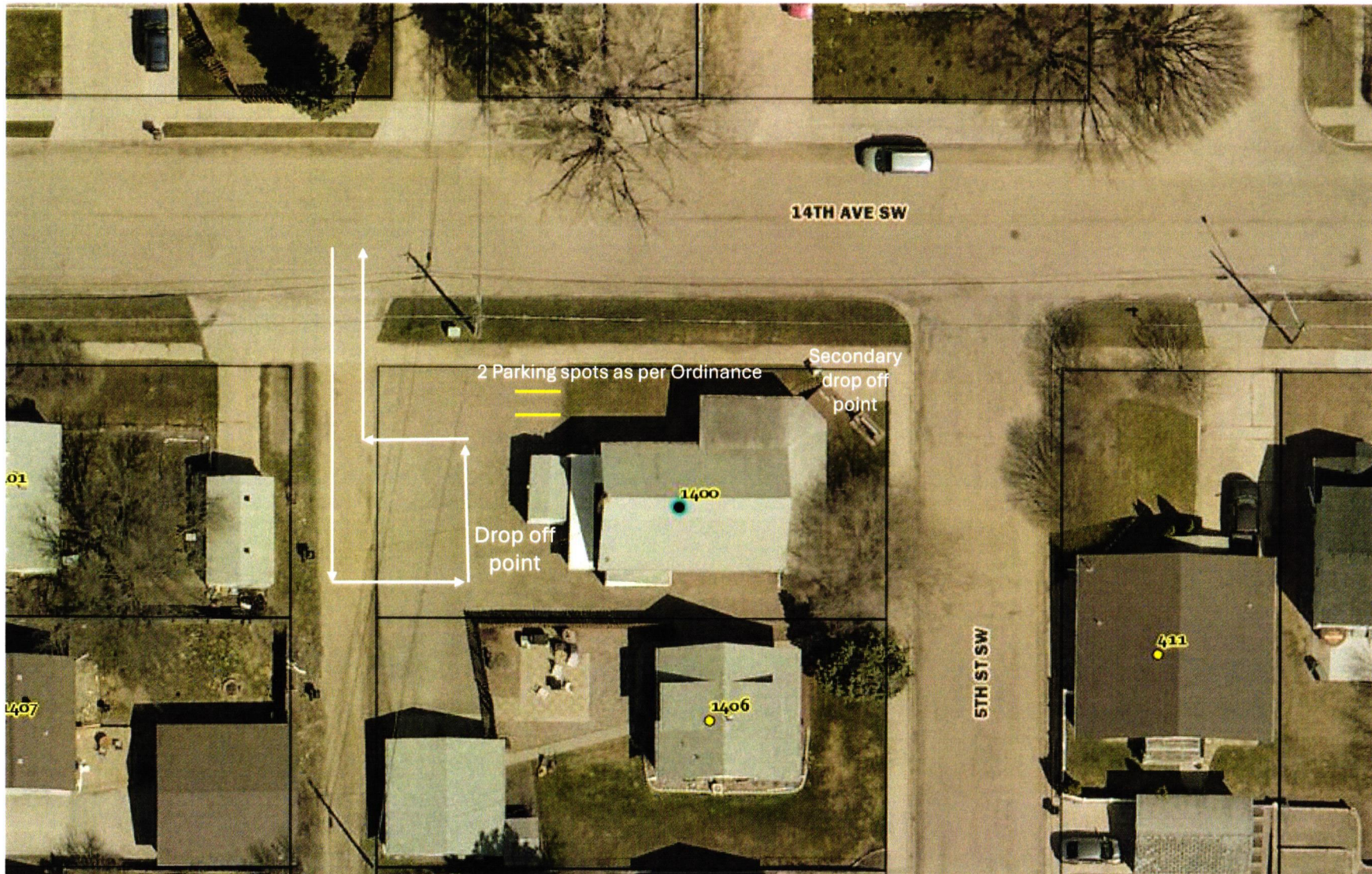
Suburban Residential



Both Maps

-  Case # 2025-45
-  Case # 2025-45 Notification Area

Exhibit 3



- 7-20 kids maximum (drop-off)
- 2 volunteer facilitators

Letter of Intent for Building Use
Full STEAM Ahead
1400 5th St SW
Minot, ND 58701
September 2, 2025

Exhibit 4

To Whom It May Concern,

Who We Are:

Full STEAM Ahead, a nonprofit youth organization based in Minot, ND, dedicated to blending the arts with science, technology, engineering, and math since 2015. Our umbrella organization supports various initiatives, including Make a Scene Kid's Theatre, LEGO Robotics, and Kid's Clay, fostering creativity and innovation among kids aged pre-k to 17.

We partner with local institutions like Minot State University, the Magic City Discovery Center, Minot Public Library, Souris Valley United Way, Minot Area Community Foundation, Minot Seniors Club, Aggie Foundation, and Power of the Purse, we are committed to strengthening our community and providing engaging STEAM opportunities. Together, we can create a brighter future for our children and foster love for learning. Let's work hand in hand to build a sustainable and vibrant community!

Our Intent:

This letter outlines our intent to utilize the property located at 1400 5th St SW, Minot, ND as the new home for Full STEAM Ahead, a nonprofit organization committed to providing enriching STEAM (Science, Technology, Engineering, Arts, and Mathematics) programs for youth in our community.

Previously, Full STEAM Ahead operated out of a leased location at 2915 10th St SW. However, we had long outgrown that space due to the nature of our programming. Our activities—such as robotics and theater—often occur simultaneously, requiring dedicated areas for both. Unfortunately, at our prior location, this meant frequently having to disassemble equipment or limit activities due to space constraints.

The purchase of 1400 5th St SW has effectively doubled our usable space, allowing us to better serve our mission. The new layout enables youth to rehearse for plays on the main floor while robotics teams can work in the lower level—either concurrently or at staggered times—without disruption or the need to break down equipment.

This building will primarily be used in the evenings and on weekends during the school year, as well as during school breaks. Attendance will typically range from 7 to 20 children, supervised by their respective coaches or program leaders. Parents will drop off and pick up their children, so no additional parking accommodations are necessary, and due to the nature of our programming, activities conclude early in the evening.

Our overarching goal is to provide these programs at little or no cost to families. Owning this building allows us to significantly reduce operational expenses, further supporting our ability to offer accessible, high-quality programming to children in the Minot area.

We are excited to use this new facility to create a welcoming, educational, and inspiring environment where young people can grow, learn, and connect with local mentors and community leaders.

Thank you for your time and consideration.

Sincerely,
Kausha Bakk
Volunteer
Full STEAM Ahead
kausha@brokers12.com
701-721-7157

Exhibit 5 – Site Photos



Facing North



Facing Southwest



Facing South towards drop-off area



Facing East



Planning Commission Staff Report

Application Date: 09/4/2025
Date of Staff Report: 09/15/2025
Date of Planning Commission Meeting: 10/07/2025

Staff Contact: Daniel Falconer, Associate Planner
Staff Recommendation: Approval

Case Number: 2025-46

Project Name: 828 6th Ave NW - Variance

Current Legal Description: NORTH MINOT
ADDITION LEE'S S/D LOT 4 BLOCK 13 SOUTH 1/2
LOT 8 BLOCK 1

The subject property's addresses: 828 6th Ave
NW

Owners: Patrick Hall

Representative: Duane Block

Entitlements Requested: Variance to the front setback
from twenty feet (20') to twelve feet (12'). To construct
a 15'x8' porch on the front of the structure.

Present Zone(s): "R3B" Multiple - Family
Residential District

Present Use(s): Single-Family home

Uses Allowed in Present Zone(s): See Table 2.2
for allowed and conditionally permitted uses
within each district.

Present Future Land Use Map Designation:
Suburban Residential

Proposed Zone(s): No Change

Proposed Use(s): Residential

Uses Allowed in Proposed Zone(s): See Table 2.2 for
allowed and conditionally permitted uses within each
district.

Proposed Future Land Use Map Designation: No
Change

PROJECT DESCRIPTION:

Public hearing request by Duane Block representing Patrick Hall, owner for a Variance on a property zoned "R3B" Multiple Residence District for relief of front yard setback. The legal description for the property is Lee's Subdivision, Lot 4, Block 13 & South ½ Lot 8 Block 1 North Minot Addition to the City of Minot, Ward County, North Dakota.

The subject property address is 828 6th Ave NW.

An aerial view of the property and 300-foot notification area is provided in **Exhibit 1**.

A letter of intent is included in **Exhibit 2**.

BACKGROUND INFORMATION:

Through conversations with the property owner, the City of Minot identified a unique situation at the current property. The lot at 828 6th Ave NW is 0.086 acres (3,750 SF). This lot size is an outlier, with the most common lot size in Minot being 0.1-0.2 acres. This makes this property incredibly difficult to build on within our current setback regulations. Staff attempted to alleviate the issues with setback averaging following Section 3.1-5. For this side of 6th Ave NW, the front setback average is 21ft, currently the property at 828 6th Ave NW sits beyond that at 20ft from the front property line disallowing the proposed addition.

Exhibit 3 provides a site map illustrating the desired setbacks being sought by the applicant for the construction of a 15'x8' porch.

The zoning and future land use map designation of the subject property and surrounding area is provided in **Exhibits 4**.

Site photos are provided in **Exhibit 5**.

STAFF ANALYSIS:

Variance Request Analysis:

Section 9.1-3 of the Land Development Ordinance of the City of Minot (LDO) provides the application procedures for variances, the types of variances allowed, and criteria necessary for approval by the Planning Commission. The applicant has submitted the necessary application documents required per Section 9.1-3 C. and noticing has been conducted per Section 9.2-1.

Section 9.1-3 A. Grants the Planning Commission the authority to grant variances for only a subset of standards, the proposal would qualify for 1. Zoning district dimensional standards. Therefore Section 9.1-3 A. is satisfied. Section 9.1-3 G. 1. requires the Planning Commission find that a unique hardship exists using one of three qualifying criteria. To that end, staff provides the following guidance:

Staff finds that the variance criteria provided in Sections 9.1-3. G. 1. a. relating to the exceptional shallowness or shape of the property is applicable. The property measures 50ft wide, 75ft deep making the lot a total of 3,750 SF. The property is zoned R3B, which is equivalent to RM, where the current minimum interior lot area

for detached single-family homes is 5,000 SF. This demonstrates the lot is far below what would be allowed today in not only the “RM” zone, but any other zoning district where single-family homes are allowed. In addition, the LDO currently offers setback reduction (25ft to 20ft) for porches in other residential districts, however this lot is so shallow they cannot be used.

Staff finds that the variance criteria provided in Section 9.1-3. G. 1. b. relating to exceptional topographical conditions of the property is not applicable.

Staff finds that the variance criteria provided in Section 9.1-3. G. 1. c. relating to there being exceptional practical difficulties that would prevent the reasonable use of the property is not applicable.

Staff finds Section 9.1-3. G. 1. is satisfied. The totality of the facts provided in the preceding analysis establishes a unique hardship for the subject properties and a variance is necessary to accommodate the proposed reasonable use of the property.

Further, Section 9.1-3. G. 2. requires that a variance may not be approved unless Planning Commission finds both of the following criteria is met:

- a. The granting of the variance will not adversely affect the rights of property owners in the surrounding neighborhood, or the character of the surrounding neighborhood.
- b. The granting of the variance will not be contrary to the Comprehensive Plan.

Section 9.1-3. G. 2. is satisfied. Staff finds that both of the above are satisfied, as the desire is to ensure that the character of the area, including the size and type of improvement to be constructed, aligns with others in the neighborhood. In addition, the variance will not be contrary to the comprehensive plan.

Staff finds that both Section 9.1-3. G. 1. & 2. are satisfied and therefore the request for a variance should be approved.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and no comments were received.

FINDINGS OF FACT:

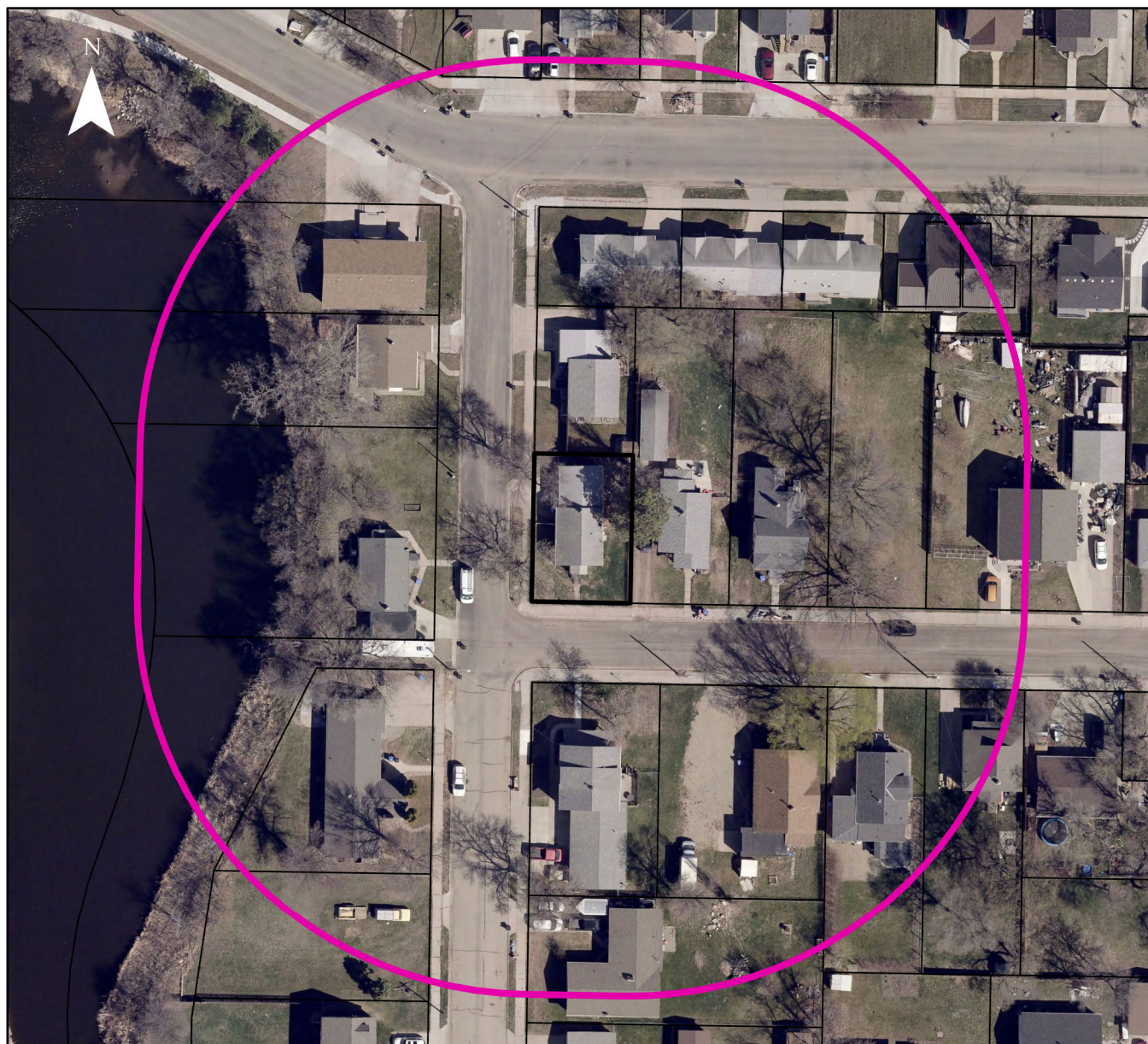
The Minot Planning Commission should accept the following findings of facts:

- 1) The applicants have submitted a complete application.

- 2) The property is zoned "R3B" Multiple-Family Residential on the Official Zoning Map and is designated as Suburban Residential on the 2040 Comprehensive Plan Future Land Use Map.
- 3) The requested relief is for front setback reductions of 21ft (setback average) to 12ft to accommodate construction of a 15'x8' porch.
- 4) Section 9.1-3. G. 1. is satisfied. The property currently is below our minimum area requirements for a single-family lot, which created a unique hardship as outlined in the Staff Analysis section of the written report.
- 5) Section 9.1-3. G. 2. is satisfied. Granting a variance will not affect the rights of neighboring property owners, as the result of granting of the variance will allow the subject property to develop in character with the surrounding development. Further, a granting of the variance will not be in conflict with the Comprehensive Plan.
- 6) The Minot Planning Commission has the authority to approve, approve with conditions, or deny the variance. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

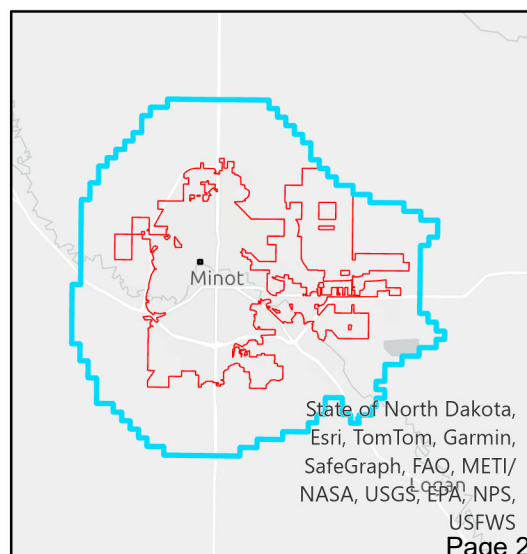
RECOMMENDATION:

Staff recommends the Planning Commission adopt staff findings of fact and approve a variance to the front setback of the reduction from twenty feet (20') to twelve feet (12') for the construction of a 15'x8' porch as described in Exhibit 3 due to the shallowness of the lot.



0 55 110 220 Feet

- City Limits
- Two Mile Boundary
- Case # 2025-46
- Case # 2025-46 Notification Area



September 4, 2025

Exhibit 2

City of Minot
Planning Commission
Minot, North Dakota 58702

VARIENCE FOR DECK

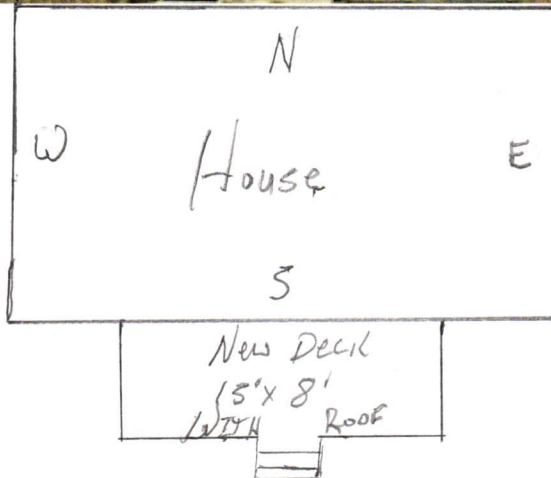
My name is Patrick Hall, and I just purchased a home at 825 6th Ave Northwest in Minot. I would like to build a deck so we can enjoy the outdoors that Minot has to offer. Due to the small size of the lot, we would require a variance to do so. Thanks to Dan Falconer that spent much time researching this property, he was able to find that a variance was possible and gave us something to consider.

After meeting with Dan, we decided to move forward with the project and would truly appreciate your consideration and the allowing of this addition. I will be out of the state for doctor visits and will not be able to attend the Planning Commissions meeting. Therefore, I would appreciate if you would accept Dans expertise to stand up for myself in this matter.

Thank you in advance for your professionalism and consideration in the building of this addition, which will not only improve the look of my home but also increase the value. This will also match with the rest of the homes on both sides of the street and greatly enhance my enjoyment of the property as well.



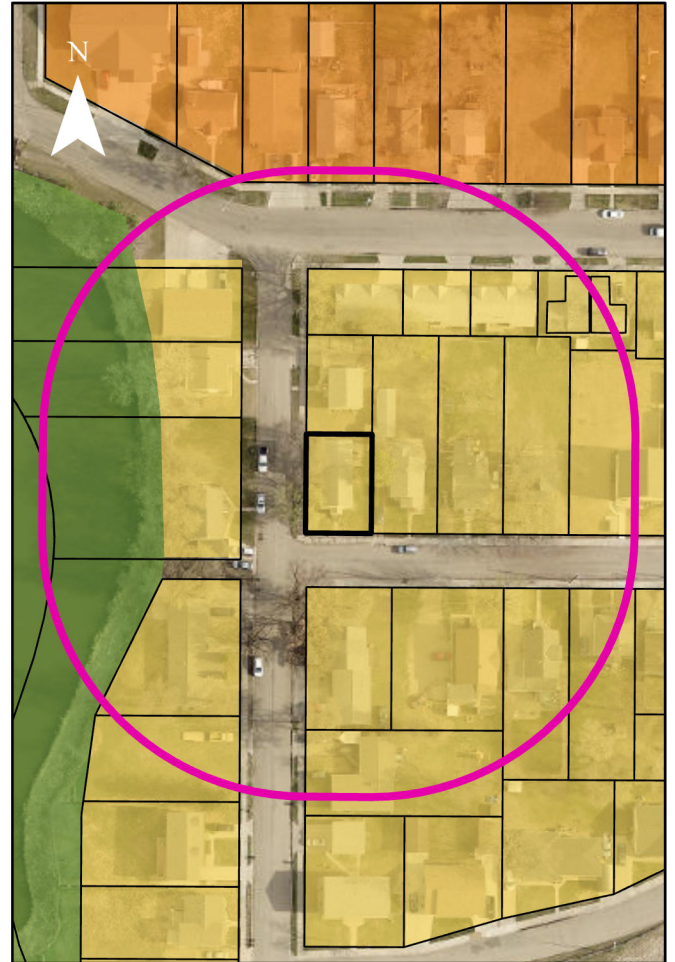
Patrick William Hall
Owner



- 1) DECK W/ROOF OVER DECK 15x8
- 2) REMOVE EXISTING PORCH and CONCRETE STEPS
- 3) THIS WILL MATCH many OF THE HOMES ON this Block

ZONING

FUTURE LAND USE



0 70 140 280 Feet

Zoning

	P
	R3
	R3B
	R3C

Both Maps

	Case # 2025-46
	Case # 2025-46 Notification Area

Land Use Type

	Suburban Residential
	Urban Residential
	Parks and Recreation

Exhibit 5 – Site Photos



Facing North



Facing South



Facing West



Facing East



**Planning Commission
Staff Report**

Application Date: 08/21/2025

Date of Staff Report: 09/22/2025

Date of Planning Commission Meeting: 10/07/2025

Staff Contact: Doug Diedrichsen, Principal Planner

Staff Recommendation: Approval

Case Number: 2025-43

Project Name: Vertical Bridge Cell Tower – CUP

Current Legal Description: Lot A of Outlot 1 of the NW ¼ NE ¼ and NE ¼ NW ¼, less highway right-of-way, Section 32, Township 155 West, Range 82 North Ward County, North Dakota

Proposed Legal Description: No Change

Present Address: 2005 HWY 2 BYP E.

Owners: Vertical Bridge LLC

Representative: Robert Hill, Project Manager

Entitlements Requested: Conditional Use Permit - wireless communication tower

Present Zone(s): “AG” Agricultural District

Present Use(s): Wireless communication tower

Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Present Future Land Use Map Designation: Light Industrial

Proposed Zone(s): No Change

Proposed Use(s): No change

Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Proposed Future Land Use Map Designation: No Change

PROJECT DESCRIPTION:

Public hearing request by Robert Hill, Project Manager representing Vertical Bridge LLC, owner for a conditional use permit on a property zoned “AG” Agricultural District for a wireless communications tower.

The legal description for the property is Lot A of Outlot 1 of the NW ¼ NE ¼ and NE ¼ NW ¼, less highway right-of-way, Section 32, Township 155 West, Range 82 North Ward County, North Dakota.

The address for the property is 2005 HWY 2 BYP E.

An aerial photo of the subject property can be found in **Exhibit 1**.

BACKGROUND INFORMATION:

The subject property is the current site of an existing tower facility and the applicant desires to add an additional tower with upgrades to the communications hardware, which is categorized as a wireless communications tower under the Land Development Ordinance of the City of Minot (LDO). The applicant seeks a new conditional use permit in order to expand their operation.

A letter of intent including an exhibit book can be found in **Exhibit 2**.

A fall letter can be found in **Exhibit 3**.

A map of the area zoning and future land use can be found in **Exhibit 4**.

A preliminary site plan and engineering drawings can be found in **Exhibit 5**.

Title to the land can be found in **Exhibit 6**.

Site photos can be found in **Exhibit 7**.

STAFF ANALYSIS:

Conditional Use Permit Analysis:

Section 9.1-4 of the Minot Land Development Ordinance (Zoning Ordinance) recognizes that certain land uses, when under special conditions and review can be compatible with uses that are permitted by right in a zoning district. The review of the conditional use permit (CUP) application and any special conditions imposed by either the Zoning Ordinance or City Staff should occur via a thorough public process as prescribed by Section 9.2-1 including a public hearing, direct noticing to neighboring property owners, and general public noticing within the Minot Daily News. Per Section 9.1-4 I., an amendment to a CUP follows the same process as a new application. The applicant has submitted the necessary application documents required per Section 9.1-4 C. and noticing has been conducted as required per Section 9.2-1.

Section 9.1-4 F. states that the Planning Commission shall find that the application meets all of the following, as applicable:

1. The request will be harmonious with the general and applicable specific objectives of the City's Comprehensive Plan and this Ordinance.
2. The proposed conditional use at the specified location will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.
3. The proposed conditional use will not cause substantial injury to the value of other properties within the area in which it is located.
4. The location, size, design, and operating intensity of the proposed conditional use will not prevent the development and use of neighboring property in accordance with the applicable zoning district. In making this determination, the Planning Commission will consider the siting, nature, and height of existing and proposed buildings and structures, and the extent and effectiveness of proposed buffering or landscaping.
5. Adequate public services and facilities exist or will be provided by the developer at the time of development, including adequate utilities, water and sewer systems, drainage structures, and other such facilities and services which are necessary to serve the development.
6. The request will not create excessive additional requirements for public facilities and services at public cost and will not be detrimental to the economic welfare of the community.
7. Adequate access roads or entrance and exit drives exist or will be provided by the developer to prevent traffic safety hazards and minimize traffic congestion on public streets.
8. The request will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Section 8.1-2 Requires that all new wireless facilities that are not eligible for the administrative approval must secure a conditional use permit. Staff finds that this tower project is not eligible for the administrative review process and requires a conditional use permit.

Section 8.1-4. B. 1-8. Relating to the content of the conditional use permit applications package are satisfied as all elements have been included for review.

Section 8.1-8. A-G. relating to the design standards for communication towers such as design, location, setbacks, height, aesthetics, accessory equipment and fencing & screening are satisfied with conditions.

Staff finds the proposed use to be harmonious with the comprehensive plan future land use map designation of Light Industrial and the LDO. Section 9.1-4 F. 1. is satisfied.

Related to Section 9.1-4. F. 2 thru 4 generally relate to the overall impact of a proposal on property within the vicinity. The property is currently being utilized as a wireless communications tower so staff has no concerns about its continued use for this purpose if the attached plans are approved by relevant state and federal regulating authorities. The preliminary site plan submitted with this application appears to address these

issues, therefore staff finds that Section 9.1-4. F. 2 thru 4 is satisfied if the stated issues are addressed in the conditions of approval.

Staff finds Section 9.1-4. F. 5. related to the provision of appropriate public services such as utilities and drainage systems is satisfied, as no new public utilities are being sought and existing public utilities are adequate to support the proposed use.

Staff finds that Sections 9.1-4. F. 6. and 7. related to maintaining community economic welfare and providing adequate road access, respectively, are satisfied. There is currently adequate access onto 20th Ave. SE and improvements, if any were required, would be at the expense of the developer to satisfy these two evaluative criteria going forward.

Finally, Section 9.1-4. F. 8. is satisfied, as Staff does not have any evidence that the request will result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Comments:

- a) There were no public comments at the time of writing this staff report.
- b) The application was distributed to city departments and external public agencies within the City for review and the following comments were received.
 - a. City of Minot Engineering Department:
 - i. A storm water management plan is required for development.
 - ii. A site plan is required for development.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

- 1) The applicant has submitted a complete application.
- 2) The property is zoned "AG" Agricultural District
- 3) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Light Industrial.
- 4) With conditions the proposal satisfies the evaluative criteria per Section 9.1-4. F. 1. thru 8. as outlined in the Staff Analysis section of staff's written report.
- 5) With conditions the proposal satisfies the evaluative criteria per Section 8.1-4. B. 1-8. as outlined in the Staff Analysis section of staff's written report.
- 6) With conditions the proposal satisfies the evaluative criteria per Section 8.1-8. A-G. as outlined in the Staff Analysis section of staff's written report.
- 7) The Minot Planning Commission has the authority to hear this case and decide whether it should be

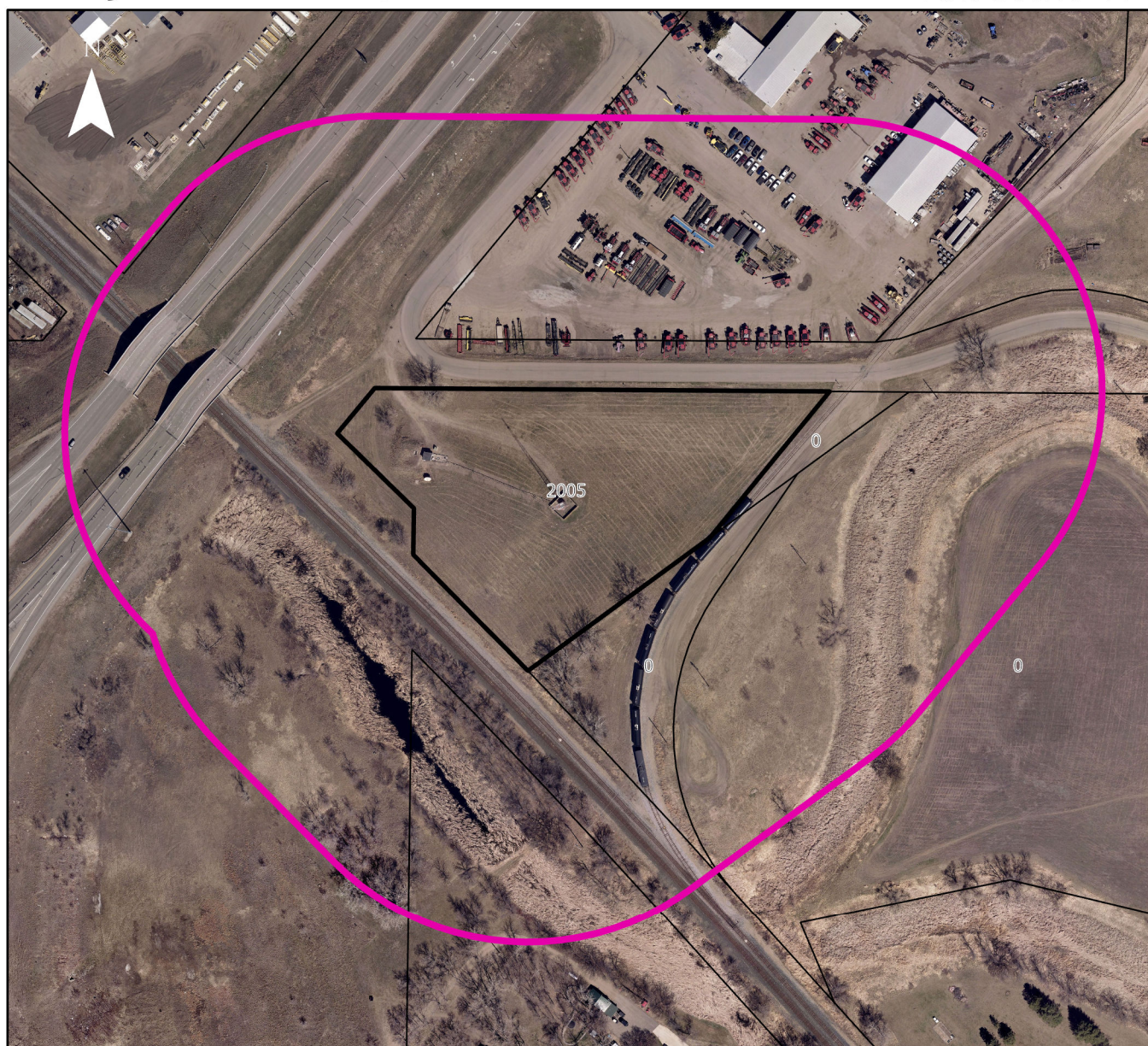
approved or denied, with or without conditions. The public notice requirements were met, the hearing was legally noticed and posted and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

STAFF RECOMMENDATION TO THE PLANNING COMMISSION:

Staff recommends the Planning Commission adopt the staff findings of fact and approve the conditional use permit for a wireless communication tower with the following recommended conditions.

STAFF RECOMMENDED CONDITIONS:

- 1) This permit will allow for the construction of a one hundred ninety-five foot (195') tall self-support tower with a seventy foot (70') x seventy foot (70') ground area.
- 2) The tower must comply with all FCC and FAA regulations regarding construction requirements and technical standards.
- 3) Tower must comply with all local, state and federal building code requirements.
- 4) Setback requirements are waived with the applicant being required to provide stamped engineering drawing certifying the tower is designed collapse within the "fall zone" being designated as within the fenced-in compound as illustrated in the approved site plan attached in Exhibit 5. The engineer stamp must be provided by an North Dakota licensed engineer.
- 5) A stamped Fall Zone Letter must be provided prior to the issuance of a building permit.
- 6) Any public services or utilities that the site may require must be constructed at the facility owners' expense.
- 7) The site must be secured at all time by a locked fence with the exception of times when staff is on site conducting maintenance to the facility.
- 8) Applicant must secure final approval from the Federal Aviation Administration on their Airspace Analysis Form 7460 before a building permit is issued. The applicant must provide the approved form to the City of Minot and any conditions imposed by the FAA will be added to the conditions of the City of Minot Conditional Use Permit.
- 9) The tower structure must be designed to accommodate at least four (4) carriers per the requirements of the Minot Land Development Ordinance.
- 10) The final site plan and development must generally comply with the site plan provided in Exhibit 5 of the staff report provided to the Planning Commission and is further subject to all necessary modifications stemming from other required conditions of approval and the Land Development Ordinance of the City of Minot.
- 11) If substantial construction has not taken place within one (1) year of the date on which the conditional use permit was granted, the permit is void.



- City Limits
- Two Mile Boundary
- Case # 2025-43
- Case # 22=025-43 Notification Area

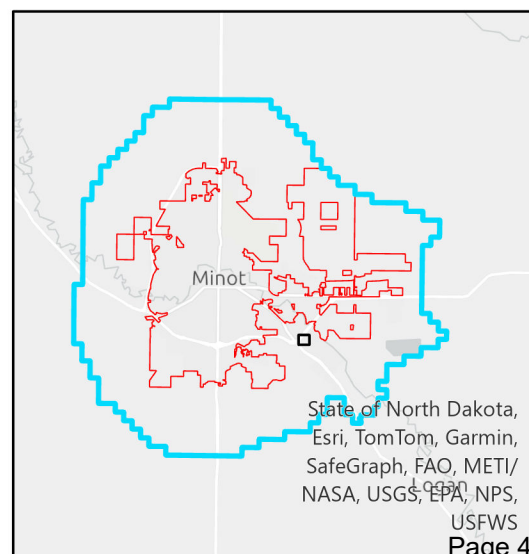




Exhibit 2

APPLICANT: VB BTS II, LLC



**APPLICATION FOR A CONDITIONAL USE PERMIT AND
SITE PLAN APPROVAL FOR
THE PROPOSED WIRELESS COMMUNICATIONS TOWER**

**2005 HWY 2 E BYP
MINOT, ND 58701
PARCEL APN: NE32.099.000.0011**

VERTICAL BRIDGE SITE ID# – US-ND-5250

Table of Contents

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2. Application Materials
3. Site Data Sheet
4. Legal Description
5. Narrative Overview
6. City of Minot AG Zoning District and Map location
7. Updated Title Report/Deed for Subject Parcel
8. FAA Final Determination
9. Conditional Use Permit Standards
10. Wireless Communication Tower Checklist
11. Planning Commission Application
12. Photosimulations
13. Certified Engineering “Fall Zone” Letter Agreement
14. Tower Design
15. Site Plan – Preliminary CDs

Letter of Application

August 26, 2025

Daniel Falconer
City of Minot, Assistant Planner
10 3rd Ave SW
Minot, ND 58701

RE: Proposed Vertical Bridge Telecommunications Tower – 2005 HWY 2 E BYP
MINOT, ND 58701, PARCEL APN: NE32.099.000.0011

Dear Mr. Falconer:

LCC Telecom Services, on behalf of the applicant **VB BTS III, LLC** (“Vertical Bridge”), has finalized an agreement with the property owners of the parcel referenced above to develop and construct a wireless telecommunications tower for T-Mobile. The proposed facility that will also be available to be used by other wireless carriers. The proposed shared use facility is designed to house the equipment necessary to provide clear and uninterrupted wireless telecommunications services to the residents and visitors of the City of Minot. This wireless telecommunications facility is being proposed pursuant to Chapter 2.4. – “AG” Agricultural District and Conditional Use approval per the standards of Section 9.1-4 B. The proposed wireless telecommunications facility will consist of a 195’-0” tall self-support tower, including a 190’ tower with a five (5’) foot lightning rod, to be located within a 70’-0” x 70’-0” ground area. The proposed tower will be erected, owned, and operated by Vertical Bridge. Vertical Bridge has a commitment with T-Mobile, a wireless services provider, for this site. Additionally, the facility will be open for collocation to other wireless providers.

The proposed wireless telecommunications facility is located in the AG Agricultural District. Pursuant to City of Minot Zoning Ordinances Chapter 2.4. – “AG” Agricultural District, wireless telecommunications towers and facilities are allowed in this district with Conditional Use approval. The proposed installation meets the requirements of Article 8: Wireless Facilities, and the Conditional Use standards of Section 9.1-4 B. Please accept on behalf of the applicant VB BTS III, LLC (“Vertical Bridge”), and confirm LCC Telecom Services has submitted all required documentation for the proposed tower in accordance with Section 9.1-4 B be deemed complete. Should you have any questions please feel free to contact me. I look forward to working with you during the review and approval process. Vertical Bridge looks forward to helping provide the City of Minot with improved wireless coverage.

Sincerely,

John Wallace

John Wallace
LCC Telecom Services
10700 Higgins Road, Suite 240
Rosemont, IL 60018

Application Materials

Site Data Sheet

Applicant:	VB BTS II, LLC (“Vertical Bridge”) 750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487
Authorized Agent:	John Wallace LCC Telecom Services 10700 Higgins Road Suite 240 Rosemont, IL 60018
Tower Owner:	VB BTS II, LLC 750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487
Applicant’s Interest in the Property:	Leasehold
Property Owner:	VERTICAL BRIDGE LANDCO LLC 2800 POST OAK BLVD SUITE 3700 HOUSTON TX 77056
Address of Property:	2005 HWY 2 E BYP MINOT, ND 58701
Parcel Number:	NE32.099.000.0011
Request:	Application for a Conditional Use Permit and Site Plan Approval and any other approvals or permits necessary to erect a 190’-0” self-support tower with 5’ lightning rod to be located within a 70’-0” x 70’-0” ground lease area.

Legal Description

Township 155 North, Range 82 West of the 5th P.M.

Section 32: Lot A of Subdivision of Outlot 1 of the NW1/4NE1/4 and NE1/4NW1/4

Ward County, North Dakota

LESS AND EXCEPT:

All that portion of Lot A of Outlot 1 of the NE1/4NW1/4, of Sec. 32, Twp. 155 N., Rge. 82 W., 5th P.M., lying within a strip of land 198.0 ft. wide, measured on the southeasterly side of the following described highway centerline as surveyed and staked over and across said Lot A of Outlot 1:

Said centerline begins on the north line of said NE1/4W1/4 where said centerline is located 289.49 ft. west of the northeast corner of said NE1/4NW1/4; thence running N 39°07'23"E until said strip crosses the north line of said Lot A of Outlot 1.

Said strip is shown on the plat as Parcel No. 1 and contains 0.093 acres, excepting all that portion belonging to the Soo Line Railroad, all that portion previously acquired or lying within 33 ft. of the section line. Further less and except any and all rail road right of ways.

Parcel ID No.: NE32.099.000.0011

This being a portion of the same property conveyed to Vertical Bridge Landco, LLC, a Delaware limited liability company from Vertical Bridge CC AM, LLC, a Delaware limited liability company f/k/a iHeartMedia Tower Co. I (AM), LLC in a Special Warranty Deed dated October 19, 2016 and recorded December 2, 2016 as Instrument No. 303320 in Ward County, North Dakota.

Narrative Overview – Explanation of Intent

VB BTS III, LLC (“Vertical Bridge”) seeks a Conditional Use Permit, Site Plan approvals and any other permits or approvals necessary in order to install a new telecommunications tower and facility be located off of 2005 Hwy 2, E. Byp., Minot, ND (Parcel No. NE32.099.000.0011). Vertical Bridge proposes to erect this telecommunications tower as a shared facility to be used by T-Mobile (with whom Vertical Bridge already has a commitment) and any other communication carriers that have a need for a facility in this area. Towers and wireless facilities are allowed in the AG Agricultural District with Conditional Use approval per the standards of Section 9.1-4 B.

Engineers at T-Mobile have identified the need for a facility in this immediate area and LCC Telecom has located an appropriate site in the AG Agricultural District that meets the necessary engineering requirements. The telecommunications tower facility Vertical Bridge is proposing to install on the property for T-Mobile is necessary to provide uninterrupted wireless services to the emergency personnel, residents of City of Minot and surrounding area. The services will include wireless telephone service, voice paging, messaging and wireless internet and broadband data transmission. All registered wireless provider’s technology operates at various radio frequency bands allocated by the FCC as part of their license. The location of this property makes it unique for the purposes of locating a wireless telecommunications facility based on the need for strict adherence to the grid plan. Radio frequency engineers at T-Mobile have identified the need for a telecommunications tower and facilities to be located on a rural parcel at 2005 Hwy 2, E. Byp., Minot, ND. Based on a computerized engineering study considering local population density and influx of seasonal visitors to the area, this property meets the engineering criteria necessary for an effective cell site.

Wireless systems operate on a grid system where overlapping cells mesh together, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected, forming the network. The technical criteria for establishing cell sites are very exacting as to the location and height. The proposed site to be located on Hwy 2, E. Byp and is within the geographic area deemed necessary for the anchor wireless telecommunications providers to provide uninterrupted services. T-Mobile has been sensitive in selecting a site that will minimize the impact on the surrounding property, its facility will be compatible with the

existing environment and will not disrupt any future development of the area. Due to its location, it will not impede improvements of surrounding property. To the contrary, enhanced wireless communications will have a positive influence for local residents.

In accordance with Chapter 2.4., Article 8: Wireless Facilities and the Conditional use standards of 9.1-4 B, Vertical Bridge has made application for a Conditional Use permit to install this facility. The proposed new telecommunications tower facility will consist of a 195'-0" tall self-support tower to be located within a 70'-0" x 70'-0" ground area.

After the initial construction, the facility will be unstaffed and will only require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month. An existing access road will be improved off of 20th Avenue SE. Utilities required to service the facility are power and fiber. The site is entirely self-monitored through a sophisticated alarm system which is connected to a main switch station. The system alerts personnel to any equipment malfunction or breach of security. Additionally, there is no impact on City of Minot's utilities such as water and sanitation, as they are not used at the site.

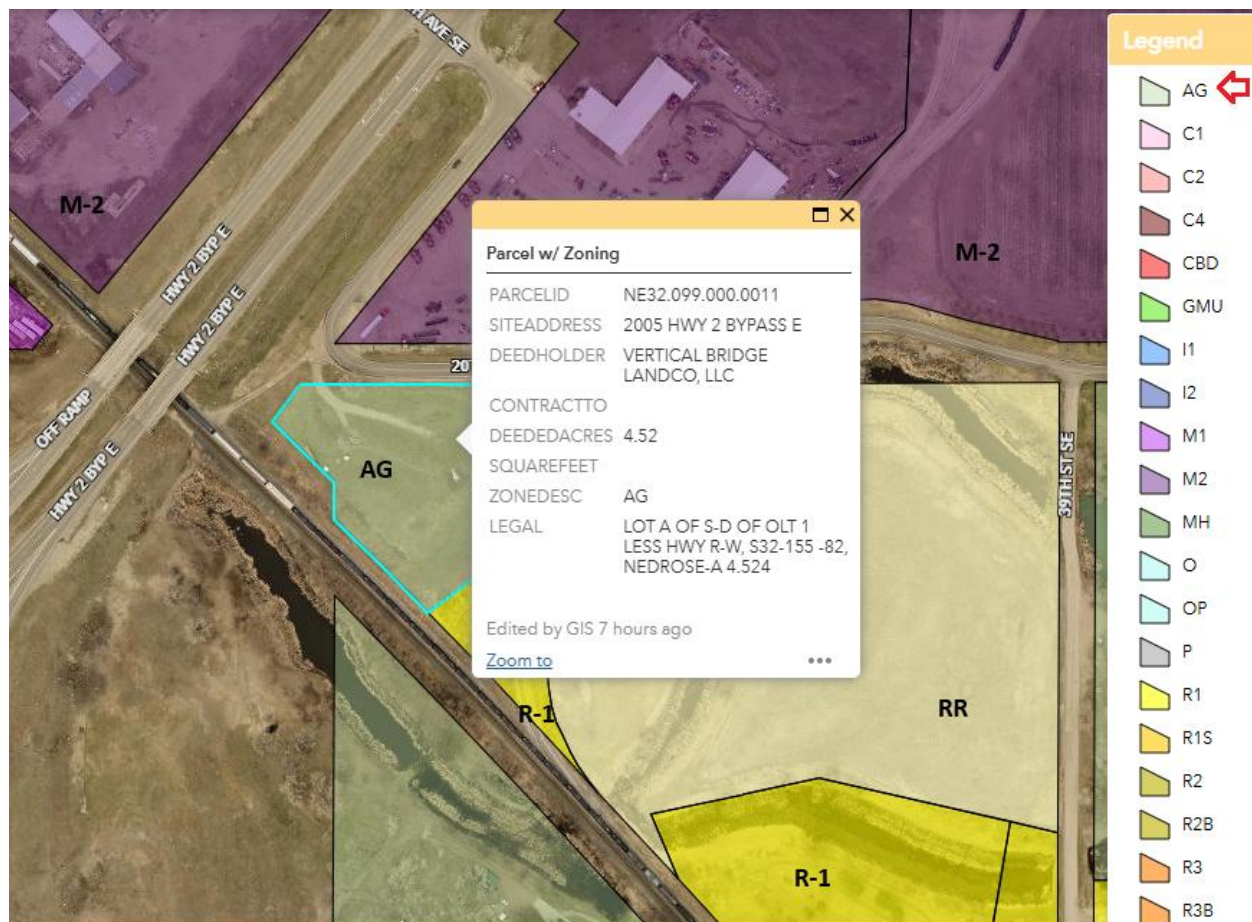
In accordance with FCC regulations, the wireless telecommunications facility will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. Wireless technology has become a vital part of emergency services, aiding local residents and motorists in a variety of situations, thus helping to protect the general public's health, safety and welfare. The proposed wireless telecommunications facility at this site will further enhance the goals of providing the most reliable wireless coverage possible in this area.

The proposed facility will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, Vertical Bridge will comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. RF emissions are subject to the exclusive jurisdiction of the FCC. Any height, lighting or marking issues are subject to the exclusive jurisdiction of the FAA.

LCC Telecom Services, on behalf of Vertical Bridge, looks forward to working with City of Minot to bring the benefits of the proposed improved wireless services to the area. The addition of the facility will ensure the best uninterrupted wireless services for City of Minot.

City of Minot Zoning District and Map

The subject parcel is located in AG District per the Zoning Map snip below:



Chapter 2.4. – “AG” Agricultural District SECTION 2.4-1. GENERAL DESCRIPTION The AG (Agricultural) District is established as a district, in which the principal use of the land shall be for farming, ranching and related uses. The AG District falls within the Agricultural and Open Space (AOS) Land Use Category within the City of Minot Comprehensive Plan. SECTION 2.4-2. USES All uses allowed in this district, either Permitted, Conditional, Accessory, or Interim, can be found by referencing Table 2.2, Table of Uses. Any regulations applicable to a specific use can be found in Article 4, Standards Specific to Uses and Districts. SECTION 2.4-3. BUILDING PERMITS Building permits and building inspections for agricultural property shall apply only to the structures built as family dwelling units, and shall not apply to those other structures used in the normal course of agricultural operations.

SECTION 2.4-4. LOT, HEIGHT, AREA, AND YARD SETBACK REQUIREMENTS Table 2.4-4. Minimum Yard Setbacks From all Property Lines – 35 feet Minimum (note conditional uses may be different).

The applicant respectfully request that the Planning Commission exercise their right to waive the setback requirement in light of the Applicant agreeing to engineer the tower to collapse in a “fall zone” within the fenced-in compound.

Updated Title Report/Deed for Subject Parcel



Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Tower Title, LLC
 Issuing Office: 18 Imperial Place, Providence, RI 02903
 Issuing Office's ALTA® Registry ID: 147759.1.27.34
 Loan ID Number: US-ND-5250
 Commitment Number: VTB-205860-C
 Issuing Office File Number: VTB-205860-C
 Property Address: 2005 E Hwy 2 Bypass, Minot, ND 58701
 Revision Number: 2

SCHEDULE A

1. Commitment Date: 14th day of March, 2025
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
 - Proposed Insured: Vertical Bridge CC AM LLC
 - Proposed Amount of Insurance: \$250,000.00
 - The estate or interest to be insured: FEE SIMPLE
3. The estate or interest in the Land at the Commitment Date is: FEE SIMPLE
4. The Title is, at the Commitment Date, vested in: Vertical Bridge Landco, LLC, a Delaware limited liability company
5. The Land is described as follows: See Exhibit 'A' attached

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By: _____
 Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C276B

ALTA Commitment for Title Insurance (7-1-21)

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Fidelity National Title Insurance Company

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Lease from Vertical Bridge Landco, LLC, a Delaware limited liability company to Vertical Bridge CC AM LLC.

Additionally, all of the following Requirements must be cleared to the satisfaction of the Company:

5. The Company must be furnished proof of payment of all real property taxes and assessments that are due and payable, including but not limited to the following:

Type of Tax: County
 For the period: 2024
 In the amount of: \$1,770.71
 - Installment 1: \$1,175.70
 - Installment 2: \$595.01
 Tax parcel ID: NE32.099.000.0011
 Date Due:
 - Installment 1: PAID; next due March 3, 2026
 - Installment 2: PAID; next due October 15, 2026
 Interest and penalties may accrue.
 Notes:

6. Subject to review of current survey of tower site and easements prior to issuance of policy.

7. Mortgage, Fixture Filing, Security Agreement and Assignment of Leases and Rents in the amount of \$0.00 between Vertical Bridge CC AM, LLC, a Delaware limited liability company (borrower) and Wilmington Trust, National Association, Wilmington Trust Company (lender), dated October 19, 2016 and recorded December 2, 2016 in (instrument) 3003322 in Ward County, North Dakota.

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27C276B

ALTA Commitment for Title Insurance (7-1-21)

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Fidelity National Title Insurance Company

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

Additionally, the Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Specific Exceptions unless cleared to the satisfaction of the Company:

9. Rights of fee simple owners in and to the subject property.
10. Any and all matters disclosed on the map entitled "Plat" dated March 26, 1963 and recorded October 16, 1964 in (book) 3 (page) 35, (instrument) 463334 in Ward County, North Dakota.
11. Easement Agreement and Restrictive Covenants between Vertical Bridge Landco, LLC, a Delaware limited liability company; and Vertical Bridge CC AM, LLC, a Delaware limited liability company, dated October 19, 2016 and recorded December 2, 2016 in (instrument) 3003321, in Ward County, North Dakota.
12. Right of Way Easement between Vertical Bridge Landco, LLC; and SRT Communications, Inc., dated March 4, 2019 and recorded June 13, 2019 in (instrument) 6028717, in Ward County, North Dakota.

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27C2768

ALTA Commitment for Title Insurance (7-1-21)

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Fidelity National Title Insurance Company

EXHIBIT A

Township 155 North, Range 82 West of the 5th P.M.

Section 32: Lot A of Subdivision of Outlot 1 of the NW1/4NE1/4 and NE1/4NW1/4

Ward County, North Dakota

LESS AND EXCEPT:

All that portion of Lot A of Outlot 1 of the NE1/4NW1/4, of Sec. 32, Twp. 155 N., Rge. 82 W., 5th P.M., lying within a strip of land 198.0 ft. wide, measured on the southeasterly side of the following described highway centerline as surveyed and staked over and across said Lot A of Outlot 1:

Said centerline begins on the north line of said NE1/4W1/4 where said centerline is located 289.49 ft. west of the northeast corner of said NE1/4NW1/4; thence running N 39°07'23"E until said strip crosses the north line of said Lot A of Outlot 1.

Said strip is shown on the plat as Parcel No. 1 and contains 0.093 acres, excepting all that portion belonging to the Soo Line Railroad, all that portion previously acquired or lying within 33 ft. of the section line.

Further less and except any and all rail road right of ways.

Parcel ID No.: NE32.099.000.0011

This being a portion of the same property conveyed to Vertical Bridge Landco, LLC, a Delaware limited liability company from Vertical Bridge CC AM, LLC, a Delaware limited liability company f/k/a iHeartMedia Tower Co. I (AM), LLC in a Special Warranty Deed dated October 19, 2016 and recorded December 2, 2016 as Instrument No. 303320 in Ward County, North Dakota.

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27C276B

ALTA Commitment for Title Insurance (7-1-21)

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3003320
12/02/2016 01:45:06 PM Page: 1 of 5 \$22.00
DEED OLD REPUBLIC TITLE
Betty Braun, County Recorder Ward, ND

Recorder's Office, Ward, ND 12/02/2016 01:45:06 PM
I certify that this instrument was filed for record this date.
Betty Braun, County Recorder

by *Betty Braun*

3003320



NE320990000011

(Above 3 1/2" for Recorder's Use Only)

PREPARED BY:

Vertical Bridge LANDCO, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Phone: (561) 923-0734

EXEMPT Per 11-18-02.2,
SUBSECTION 7 (c)

**RECORDING REQUESTED BY AND
UPON RECORDATION RETURN TO:**

Vertical Bridge LANDCO, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Phone: (561) 923-0734
Attn: General Counsel

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST
SUITE 1031
AKRON OHIO 44311
(330-436-6000)
16052873

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, *Vertical Bridge CC AM, LLC, a Delaware limited liability company f/k/a iHeartMedia Tower Co. I (AM), LLC, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 (hereinafter, together with its successors and assigns, referred to collectively as the "Grantor"), hereby grants, bargains, sells and conveys to *Vertical Bridge LANDCO, LLC, a Delaware limited liability company, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487

***NOTICE TO RECORDER:** This instrument conveys real property to a business entity that is wholly owned by the same parent entity as the Grantor, not in exchange for any ownership interests in such business entity nor for any monetary consideration. Accordingly, [no] nominal transfer tax in the amount of \$_____ is due in connection with this conveyance.

US-ND-5020
MNT-005

(hereinafter, together with its successors and assigns, referred to collectively as the "Grantee"), the following:

A certain tract or parcel of land, together with any improvements thereon and all rights, easements and privileges appurtenant or belonging thereto, described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same in fee simple forever, subject to: (i) any matters of record as of the date hereof, (ii) any easements, rights of public utility companies, rights of way, covenants, conditions, licenses, restrictions, reservations of mineral rights (with surface rights being waived) or similar non-monetary encumbrances that do not (a) impair the use or operation of the Property as a communications tower facility, including the rental to subtenants or (b) constitute an option, right of first refusal or other right to acquire the property, (iii) rights of tenants in possession of the Property pursuant to tenant leases, (iv) agreements with governmental authorities related to the construction, use, or operation of the Property, (v) zoning laws and other laws related to the use and operation of communications towers, and (vi) taxes, special assessments, government charges or levies not yet due and payable (the "Permitted Exceptions").

AND, subject to the Permitted Exceptions, Grantor hereby warrants and agrees to forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

[Remainder of page intentionally left blank; signature pages of the parties hereto follow immediately hereafter.]

3003320 D 12/02/2016 01:45:06 PM Page 3 of 5

EXECUTED as of the 19th day of October, 2016.

GRANTOR:

VERTICAL BRIDGE CC AM, LLC, a Delaware limited liability company

By: _____
Name: Daniel Marinberg
Title: Vice President

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

THIS INSTRUMENT was acknowledged before me on October 19th, 2016, by Daniel Marinberg, the Vice President of Vertical Bridge CC AM, LLC, a Delaware limited liability company, on behalf of said company.

WITNESS my hand and official seal.



Kristen O'Connor-Gay-Crosier
Notary's Signature
Printed Name: Kristen O'Connor-Gay-Crosier
My commission expires: January 11, 2019
(SEAL)

FAA Final Determination



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2025-AGL-4214-OE

Issued Date: 04/17/2025

Richard Hickey
Vertical Bridge CC AM, LLC
750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower US-ND-5250 - MNT-0051-AM II
Location:	Minot, ND
Latitude:	48-12-38.89N NAD 83
Longitude:	101-14-32.77W
Heights:	1543 feet site elevation (SE) 199 feet above ground level (AGL) 1742 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

Conditional Use Standards

[NOTE: *applicant answers in **bold** below each code requirement*]

Voluntary Pre-Application Meeting Per Section 9.1-4 B.

Prior to submitting a complete application to the Planning Division, applicants are encouraged to do the following:

- ☐ Meet with the Planning Division to review the proposed conditional use permit application. This meeting provides a screening process to identify and resolve potential issues before the application is submitted. Upon review, staff will either recommend further pre-application review with the Development Review Team or formal submittal of the conditional use permit application.
- ☐ Meet with the Development Review Team to solicit City input beyond the Planning Division. City Staff will schedule the Development Review Team meeting and invite all participants.

Team members of LCC Telecom Services met virtually via ‘TEAMS’ with both members of the City of Minot Planning Division and the Development Review Team (DRT) on August 7, 2025 at 11am CST. The feedback was most welcome and has been incorporated into the document before you.

- An aerial photo with the property boundaries for the subject property(ies) and adjoining lands.

Included with the preconstruction drawings as well as the overall legend map for the photo simulations included herewith.

- Site Plan showing related principal and accessory buildings, setback lines, parking lot layout and stall sizes, curbing, landscaping (area calculation, plan and plating schedule as available), ingress/egress, loading areas, screening/buffering, lighting, refuse/service areas, grading and utilities.

Included with the preconstruction drawings. Given the tractor sales lot across the street, and rail line and bypass highway we respectfully request screening be waived due to the nature of this parcel as developed, particularly in light of above mentioned developed context. Setbacks are highlight below on a zoomed-in snip of the Aerial Plan of Sheet C-1 from the Preliminary Construction Drawings. Site is oriented at an angle so using NW as “West” and proceeding clockwise, the setbacks are:

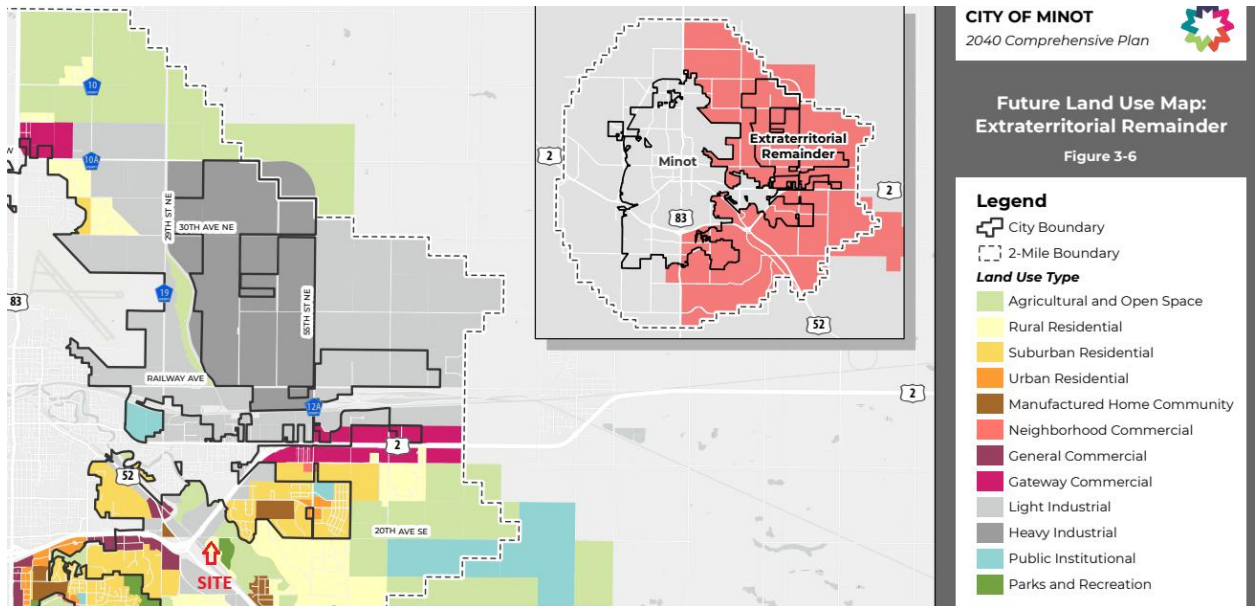
[illegible]

- Tower site plan, compound details and elevation drawings have all been provided, but floor plans are not applicable to this type of installation.**

- Please see ‘Narrative’ explaining the intent of this application enclosed herewith.**

- On p. 34 of the 2040 Comprehensive Plan it states: The southeast quadrant of the ETA has significant natural constraints. This area is suitable for some rural residential infill but is largely intended to remain as open space. Minot's wastewater treatment facilities are located in the southeast quadrant. This area could also be an**

option for future landfill expansion. The US Highway 2 entry corridor is planned for Gateway Commercial. This corridor has developed with a hodgepodge of commercial, industrial, and residential. Aesthetic improvements are desired.” . The local area surrounding the proposed tower will remain a commercial/utility pocket of the mixed land use. It will remain tucked in between the bypass and a railroad with no plans for redevelopment (see accompany map as well in figure 3-6 below). Given the existng AM tower, we believe this pocket of commercial development is well suited for the wireless tower.



- The proposed conditional use at the specified location will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.

The facility at this location will not be detrimental to or endanger the health, safety, welfare, comfort or convenience of the public. Vertical Bridge has been sensitive in selecting a site that will minimize the impact on the surrounding property and its proposed facility will not be detrimental. As an unstaffed utility structure, the site will improve wireless service for any 911-related emergencies they may occur in the coverage area.

- The proposed conditional use will not cause substantial injury to the value of other property within the area in which it is located.
- The surrounding properties include a rail line, highway, an AM tower and a heavy machinery sales lot. With such a small footprint and its location a AG zoned area, this facility will have little impact on the use and enjoyment of property in the immediate vicinity for the purposes already permitted, nor will there be an adverse effect on property values within the neighborhood. To the contrary, enhanced

wireless communications will have a positive influence on the development of this area.

- The location, size, design and operating intensity of the proposed conditional use will not prevent the development and use of neighboring property in accordance with the applicable zoning district. In making this determination, the Planning Commission will consider the sitting, nature and height of the existing and proposed buildings and structures, and the extent and effectiveness of proposed buffering or landscaping.
- **The proposed facility will be compatible with the existing environment and will not disrupt any future development of the area. Due to its small lease area and its location in an AG zoned area, it will not impede the normal and orderly development and improvements of surrounding property for uses permitted in this district. To the contrary, enhanced wireless communications will have a positive influence on the development of this area.**
- Adequate public services and facilities exist or will be provided by the developer at the time of development, including adequate utilizes, water and sewer systems, drainage structures, and other such facilities and services which are necessary to serve the development.

The unstaffed telecommunication facility will not require burdensome services from the county as it uses no water, sewer nor impact on local schools. The new access will be gated and commercial power and fiber optic brought in at the expense of the applicant and separately metered. The site itself will be remotely monitored for security purposes.

- The request will not create excessive additional requirements for public facilities and services at public cost and will not be detrimental to the economic welfare of the community.

Per the previous response, no public services nor water/wastewater facilities will be need for this unmanned wireless facility, and its operation must strictly adhere to the regulations of the FAA, FCC and EPA.

- Adequate access roads or entrance and exit drives exist or will be provided by the developer to prevent traffic safety hazards and minimize traffic congestion on public streets. The request will not result in the destruction, loss, damage of a natural, scenic, or historic feature of major importance.

The existing gravel drive will be utilized and improved with a new apron off of 20th Avenue SE, per the preliminary construction drawings.



- How you plan to mitigate any potential nuisances produced by the proposed conditional use? Examples included restricted hours of operation, considerations for noise mitigation, lighting and health and safety.

The compound will be fenced-in with a locked gate and will be remotely monitored for security purposes. There are no hours to speak of as the unstaffed telecommunication facility, and again, will be visited around once a month by an operations technician so it will have less traffic than just about any other land use.

- Additional Applicant Comments: **Vertical Bridge chose this site because of the existing tower and the fact that the location is commercial and heavily trafficked in nature (but rail and by-pass). The location is removed from residential developments and areas marked for residential development in the future. We believe given the engineering parameters and the need for a location that will support the existing T-Mobile network, this is the best possible location.**

Article 8: Wireless Facilities - Wireless Communications Tower Checklist

Work that requires a Conditional Use Permit (CUP):

Any application for wireless facilities and/or wireless support structures not subject to administrative review and approval pursuant to this Ordinance shall be permitted in any district upon the granting of a conditional use permit from the Approving Body in accordance with the standards for granting a conditional use permit set forth in Section 9.1-4, Conditional Use Permits, and Section 8.1-4 of this chapter. Valid conditions include but are not limited to drainage, landscaping, maintenance, lighting, fencing, access, indemnification and compliance with all generally applicable laws. Any application submitted under FCC State 332(c)(7) shall be reviewed for a conditional use per requirements for submission for a Conditional Use Permit (CUP) application:

- Conditional Use Permit application form signed by applicant.
Signed Planning Commission Application included herewith.
- Copy of lease or letter of authorization from the property owner evidence applicant's authority to pursue zoning application. Such submissions need not disclose financial lease terms
Please see enclosed title/deed showing Vertical Bridge's ownership.
- Written description and scaled drawings of the proposed wireless support structure or wireless facility, including structure height, ground, design and proposed materials.
- Number of proposed antennas and their height above ground level, including the proposed placement of antennas on the wireless support structure.
Please see the preliminary construction drawings' sheet C-4 Tower Elevation showing the anchor tenant taking the top antenna location with a centerline elevation of 185'.
- Line-of-sight diagram or photo simulation, showing the proposed wireless support structure set against the skyline and viewed from at least four (4) directions within the surrounding areas.
Please find the four required photo simulations included herewith.
- A statement that the proposed wireless support structure will be made available for collocation to other service providers at commercially reasonable rates, provided space is available and consistent with Section 8.1-8(A)(1) of this ordinance.
Please see the included tower drawings showing a tower to be engineered per ND engineering standards to hold at least four (4) wireless carriers. Vertical Bridge not only accepts the responsibility of making the structure available for collocation but will actively market it as such, as that is its core business plan.
- Notification of surrounding property owners and posting as required by Section 9.1-4 and Section 9.2-1.
It is our understanding that the application fee will cover the city's expense in taking care of the notifications and signage postings.

- FAA Airspace Analysis Form 7460 with no hazard determination or FAA notice criteria tool demonstrating that Airspace Analysis Form 7460 is not requested.

The FAA Final Determination is pending and Petitioner accepts the condition that a building permit cannot be applied for until that is in hand. All stipulations of the FAA approval must necessarily be followed.

SECTION 8.1-8. GENERAL STANDARDS AND DESIGN REQUIREMENTS

A. Design

Wireless support structures shall be subject to the following:

a. Shall be engineered and constructed to accommodate a minimum number of collocations based upon their height:

iii. Support structures greater than one hundred-fifty (150) feet in height shall support at least four (4) telecommunications providers.

The proposed 190' high tower has been designed to hold four carriers (please see tower and foundation drawings included herewith) and tower shall be a monopole design.

- Location, 1. d. Towers supporting commercial antennas and conforming to all applicable provisions of this ordinance are allowed within the Agricultural, Public, Commercial and Industrial Districts.

The proposed location is zoned AG Agricultural and has an existing AM tower already located on it.

- Setbacks

Unless otherwise stated herein, each wireless support structure shall be set back from all property lines of the underlying zoning district and may not encroach upon any easements. Towers shall conform to each of the following requirements:

a. Towers shall also be setback from all property lines equal to its engineered fall zone.

The tower has been located at the rear of the parcel because it is essentially the corner intersection of a highway bypass and rail line, thus keeping the tower as far as possible from other land uses. A PE-stamped fall zone letter showing the tower to collapse with the lease area is respectfully requested of the Planning Commission to accept and waive setbacks from the property lines per SECTION 8.1-8. GENERAL STANDARDS AND DESIGN REQUIREMENTS, Setbacks, 2.

2. A tower's setback may be reduced or its location in relation to a public street adjusted, at the sole discretion of the Approving Body, to allow the integration of a tower into an existing or proposed structure such as a church steeple, light standard, power line support device, or similar structure or if the applicant provides evidence that a setback reduction is necessary to successfully engage in commercial telecommunication services.

See setback reduction request above, based on the submittal of a fall zone letter.

3. In all non-residential zoning districts, the maximum height of any tower, including all antennas and other attachments, must not exceed one (1) foot for each two (2) feet the tower is set back from a residential zoning district or a maximum height of one hundred and fifty (150) feet, whichever is less, unless the applicant provides evidence to the City that the proposed tower height is technically necessary to successfully engage in commercial telecommunication services.

The proposed tower is 195' and one foot of setback for every two feet of tower is 97.5' and the proposed location is 455' from the nearest residential district to the southeast. The 190' is the minimum height needed by T-Mobile to fill the coverage gap that exists between existing sites in this portion of the City of Minot area.

Planning Commission Application

(complete application submitted as separate document)



Office Address: 1025 31st St. SE
Mailing Address: PO Box 5006
Minot, ND 58702
Email: planner@minotnd.gov
Office Number: 701-857-4122

Planning Department

Planning Commission Application

GENERAL INFORMATION

Vertical Bridge LLC		
Owner Name	Address	Primary Contact?
c/o Bob Hill, Project Manager	750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487	
Phone	Email	
M: 843.532.4088	Robert.Hill@verticalbridge.com	
Applicant Representative (if applicable)	Address	Primary Contact?
John Wallace, LCC, 312-981-0559	10700 W. Higgins Rd. Suite 240, Rosemont IL 60018, jwallace@lcc telecom.com	
Phone	Email	

APPLICATION INFORMATION

Current Legal Description	Current Zoning
Township 155 N, Range 62 W, Section 32, Lot 1 of Subdivision of Outlot 1 of the WILHELM and NELANOWA	AG (CUP for a cell tower requested)
Proposed Legal Description (if applicable)	Requested Zoning (if applicable)
Please see preliminary construction drawings for leasehold and all easements	
Address	
2005 HWY 2 E BYP MINOT, ND 58701 (Parcel # NE32.090.000.0011)	
Brief Description of Reason for Request	

APPLICATION FOR check all that apply and submit checklist materials with application.

Major Plat: Preliminary:

☐ Annexation by Petition \$75	☐ Interim Use Permit \$350*	☐ Variance in Zoning Regulation \$500 for first section of code +\$100 for every section after*	☐ 1-10 Lots*** \$400
☐ Future Land Use Map Amendment \$500*	☐ Plat Vacation \$500 <= 1 year; \$1500 1+ year*	☐ Zone Change \$600*	☐ 11-30 Lots*** \$600
☒ Conditional Use Permit \$500*	☐ PUD Plan Review \$1,000*	☐ Minor Plat \$300	☐ Over 30 Lots*** \$800
☐ Other (see next page)			

*Letters to property owners within 300', 600' in Two-Mile Extraterritorial Jurisdiction, of the area requested are required.

**Memorandum of ownership must be provided.

***A letter from the Parks and Recreation Dept. in regards to a Public Land Dedication and/or Fee Per Unit agreement for subdivisions over 3 acres or 10+ units must accompany application.

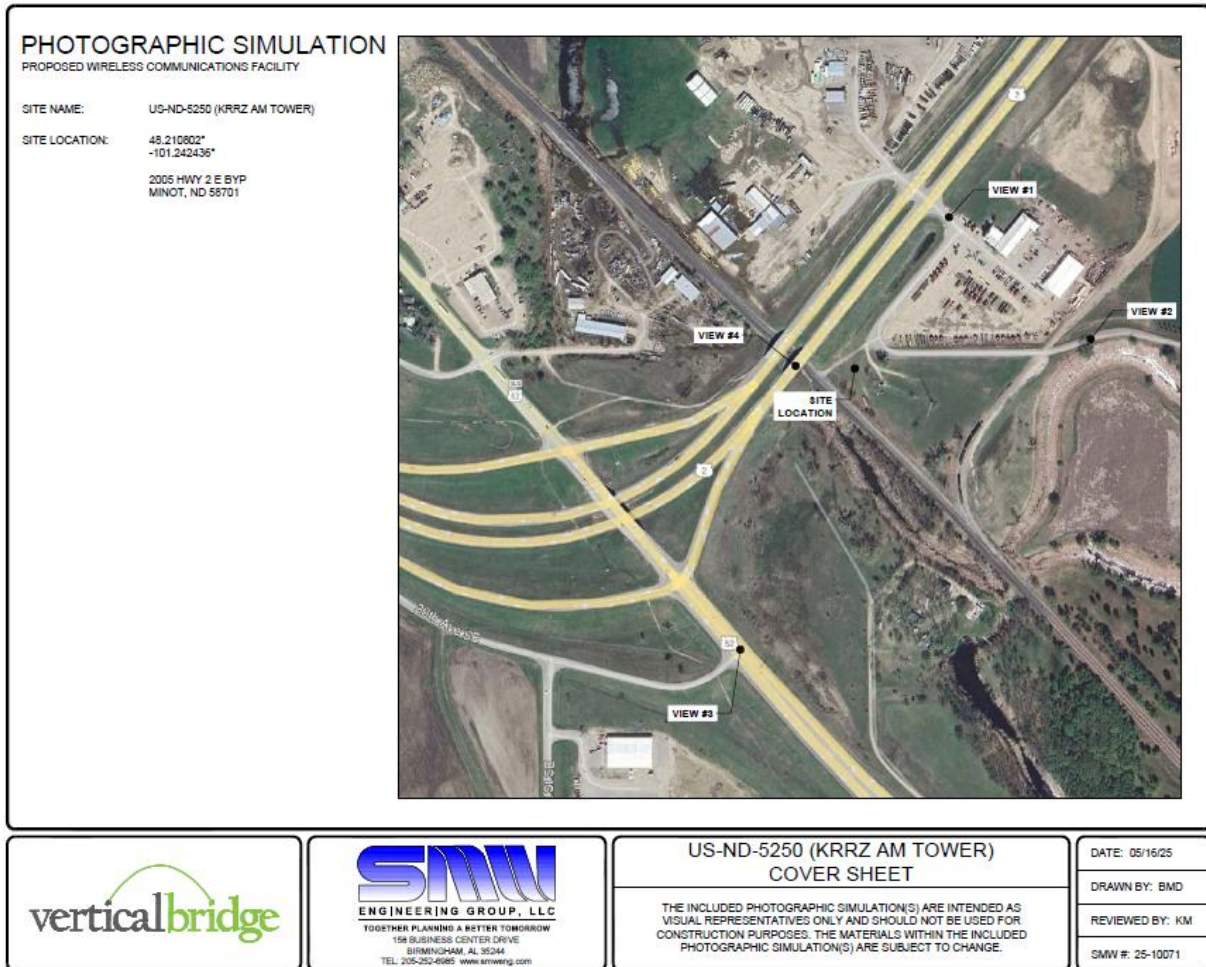
Total Application Fees \$ 500.00

ATTENTION: All applications, fees, and required attachments must be completed and submitted to the Planning Office before the deadline in order to be considered for the Planning Commission agenda.

Applications for Planning Commission are due by 2:00 PM on the date provided on the City's website and included in the Planning Commission Application Packet. This date is approximately five (5) weeks prior to the corresponding Planning Commission meeting date and allows time for staff to research each application to ensure conformance with the zoning code and Comprehensive Plan of the City of Minot. If an application is incomplete, any request will be held until a complete application is provided to the Planning Department. To avoid delay, it is recommended that applicants schedule a meeting with the Development Review Team (DRT) prior to submitting an application to the Planning Department.

August 18, 2025

Photosimulations





verticalbridge

SMW
ENGINEERING GROUP, LLC
TOGETHER PLANNING A BETTER TOMORROW
150 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 205-252-6985 www.smweng.com

US-ND-5250 (KRRZ AM TOWER)
VIEW (1)

PHOTO SIMULATION

FOR VISUAL REFERENCE ONLY. ACTUAL VISIBILITY IS DEPENDANT
UPON WEATHER CONDITIONS, SEASON, SUNLIGHT AND VIEWER LOCATION.

DATE: 05/16/25

DRAWN BY: BMD

REVIEWED BY: KM

SMW #: 25-10071



US-ND-5250 (KRRZ AM TOWER)
VIEW (1) (AFTER)

PHOTO SIMULATION

FOR VISUAL REFERENCE ONLY. ACTUAL VISIBILITY IS DEPENDANT
UPON WEATHER CONDITIONS, SEASON, SUNLIGHT AND VIEWER LOCATION.

DATE: 05/16/25

DRAWN BY: BMD

REVIEWED BY: KM

SMW #: 25-10071



verticalbridge

SMW
ENGINEERING GROUP, LLC
TOGETHER PLANNING A BETTER TOMORROW
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 205-252-4985 www.smweng.com

US-ND-5250 (KRRZ AM TOWER)
VIEW (2)

PHOTO SIMULATION

FOR VISUAL REFERENCE ONLY. ACTUAL VISIBILITY IS DEPENDANT
UPON WEATHER CONDITIONS, SEASON, SUNLIGHT AND VIEWER LOCATION.

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US-ND-5250 (KRRZ AM TOWER)
VIEW (2) (AFTER)

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DATE: 05/16/25

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US-ND-5250 (KRRZ AM TOWER)
VIEW (3)

PHOTO SIMULATION

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UPON WEATHER CONDITIONS, SEASON, SUNLIGHT AND VIEWER LOCATION.

DATE: 05/16/25

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SMW #: 25-10071



US-ND-5250 (KRRZ AM TOWER)
VIEW (3) (AFTER)

PHOTO SIMULATION

FOR VISUAL REFERENCE ONLY. ACTUAL VISIBILITY IS DEPENDANT
UPON WEATHER CONDITIONS, SEASON, SUNLIGHT AND VIEWER LOCATION.

DATE: 05/16/25

DRAWN BY: BMD

REVIEWED BY: KM

SMW #: 25-10071



US-ND-5250 (KRRZ AM TOWER)
VIEW (4)

PHOTO SIMULATION

FOR VISUAL REFERENCE ONLY. ACTUAL VISIBILITY IS DEPENDANT
UPON WEATHER CONDITIONS, SEASON, SUNLIGHT AND VIEWER LOCATION.

DATE: 05/16/25

DRAWN BY: BMD

REVIEWED BY: KM

SMW #: 25-10071



US-ND-5250 (KRRZ AM TOWER)
VIEW (4) (AFTER)

PHOTO SIMULATION

FOR VISUAL REFERENCE ONLY. ACTUAL VISIBILITY IS DEPENDANT
UPON WEATHER CONDITIONS, SEASON, SUNLIGHT AND VIEWER LOCATION.

DATE: 05/16/25

DRAWN BY: BMD

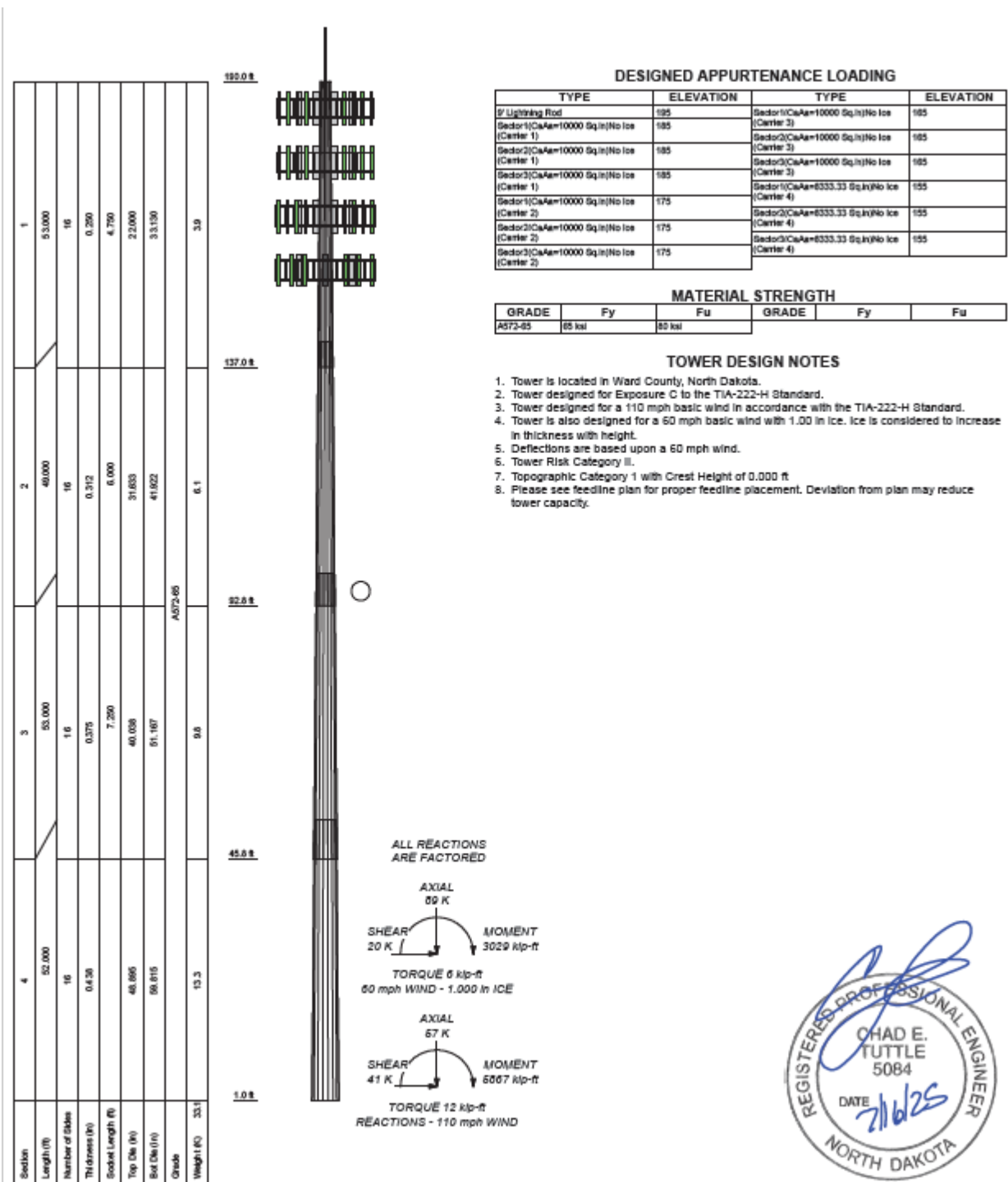
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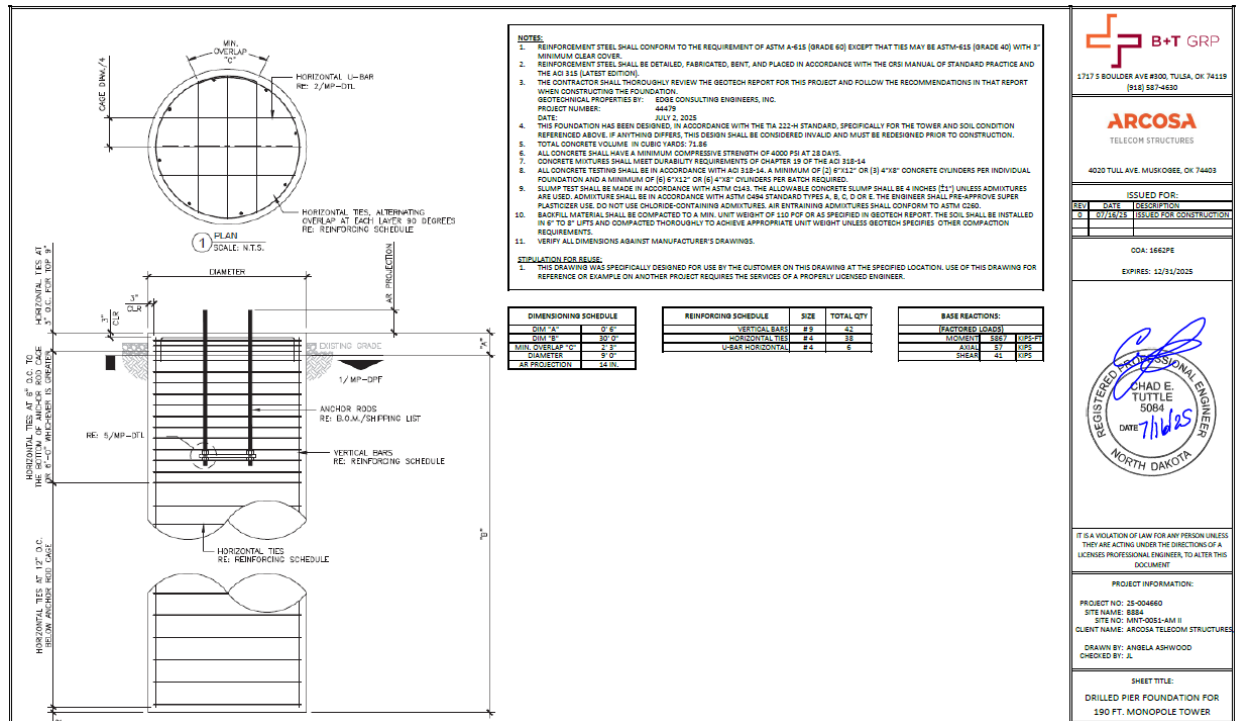
SMW #: 25-10071

Certified Engineering 'Fall Zone' Letter

Applicant agrees to an engineered fall zone within the fenced-in compound on the subject parcel and agrees to the condition that no building permit application can be made without said stamped and sealed PE letter demonstrating said fall zone.

Tower and Foundation Drawings





Site Plan – Preliminary CDs



VERTICAL BRIDGE SITE NUMBER:
US-ND-5250
VERTICAL BRIDGE SITE NAME:
MNT-0051-AM-II
SITE ADDRESS
2005 HWY 2 E BYP
MINOT, ND 58701



PROJECT NOTES

- THE FACILITY IS UNMANNED.
- A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE.
- THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT LAND DISTURBANCE OR EFFECT OF EROSION/PAVED DRAINAGE.
- NO SANITARY SEWER, POTABLE WATER OR TRASH DISPOSAL, EROSION CONTROL, ACCESS IS NOT REQUIRED.
- THE PROJECT DEPICTED IN THESE PLANS QUALIFIED AS AN ELEVATED FACILITY REQUIRES REVIEW TO DETERMINE IF AN ELEVATED FACILITY IS REQUIRED AS A MODIFICATION OF AN EXISTING FACILITY. REVIEW TO DETERMINE IF THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CTR § 1.6306 (BUT).

UTILITY COMPANIES

POWER COMPANY: XCEL ENERGY
PHONE: 701-480-1480
TELEPHONE COMPANY: TSD
PHONE: 780

VICINITY MAP



LOCATION MAP



SHEET INDEX

SHEET NO	DESCRIPTION	REV
T-1	TITLE SHEET	C
T-2	GENERAL NOTES	C
1	SURVEY	C
D-1	AERIAL PLAN	C
D-2	PROPOSED OVERALL SITE PLAN	C
D-3	PROPOSED SITE PLAN	C
D-4	TOWER ELEVATION	C
D-5	DETAILS	C
D-6	DETAILS	C
E-1	ELECTRICAL NOTES & ONE LINE DIAGRAM	C
E-2	OVERALL UTILITY SITE PLAN	C
E-3	DETAILS	C
E-4	UTILITY H-FRAME DETAIL	C
E-5	UTILITY COMPANY POWER DESIGN	C
G-1	PROPOSED COMPOUND GROUNDING PLAN	C
G-2	GROUNDING DETAILS	C
G-3	GROUNDING DETAILS	C
L-1	LANDSCAPE PLAN	C
GP-1	GRADING, SEDIMENT & EROSION CONTROL PLAN	C
GP-2	PROPOSED ACCESS ROAD PROFILE	C
GP-3	GRADING & EROSION CONTROL DETAILS	C
GP-4	GRADING & EROSION CONTROL DETAILS	C
GP-5	GRADING, SEDIMENT & EROSION CONTROL, VEGETATION SPEC	C

PROJECT SUMMARY

SITE ADDRESS
2005 HWY 2 E BYP
MINOT, ND 58701
COUNTY: WARD

GEOGRAPHIC COORDINATES
LATITUDE: 48.210827
LONGITUDE: -10.240067
GROUND ELEVATION: 1342
MPS

ZONING INFORMATION
JURISDICTION: CITY OF MINOT
APN: NED208-000-001-1
ZONING CODE: AG

REVISIONS
DATE: 12/15/2023
CONFIRMED BY: J. SMITH
FOR APPLICABLE
UPDATES/REVISIONS AND
MOST RECENT RFS



PROJECT DESCRIPTION

SCOPE OF WORK:
INSTALLATION OF NEW TOWER, EQUIPMENT PAD, CABINETS, AND RELATED COMMUNICATION EQUIPMENT IN NEW COMPOUND.

AN DETUNING REQUIRED. AN DETUNING TO BE INSTALLED BY GC AND SUPERVISED BY INFRASTRUCTURE. PLEASE REACH OUT TO PATRICK SMITH, AM ENGINEERING AND REGULATOR (P-150-0464), INFRASTRUCTURE, PRIOR TO JACKING MONOPOL TO SCHEDULE FIRE AND POST STUDIES AND THE INSTALLATION OF THE AN DETUNING KIT.

COMPLIANCE CODE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONTRADICTORY TO ANY WORK NOT CONFORMING TO THESE CODES.

2021 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2018 NORTH DAKOTA PLUMBING CODE (NPC)
2021 INTERNATIONAL FIRE, SMOKE AND ALARM CODE (IFSM)
2021 INTERNATIONAL BUILDING CODE (IBC)
2020 NATIONAL ELECTRICAL CODE (NEC) - EFFECTIVE 1/1/2023
2021 IECC WITH AMENDMENTS ADOPTED 02/22/2023

PROJECT TEAM

DESIGNER:
JEREMY SMITH
SMITH ENGINEERING GROUP INC.
186 BUSINESS CENTER DR.
BIRMINGHAM, AL 35243

APPLICANT:
VERTICAL BRIDGE
750 PAIR OF COMMERCE DRIVE SUITE 200
BOCA RATON, FL 33487

PROPERTY OWNER:
VERTICAL BRIDGE LANDCO LLC
2800 POST OAK BLVD SUITE 200
HOUSTON, TX 77056

PRELIMINARY DRAWING
(NOT VALID UNLESS STAMPED AND SIGNED)

TITLE SHEET

SHEET NUMBER:
T-1

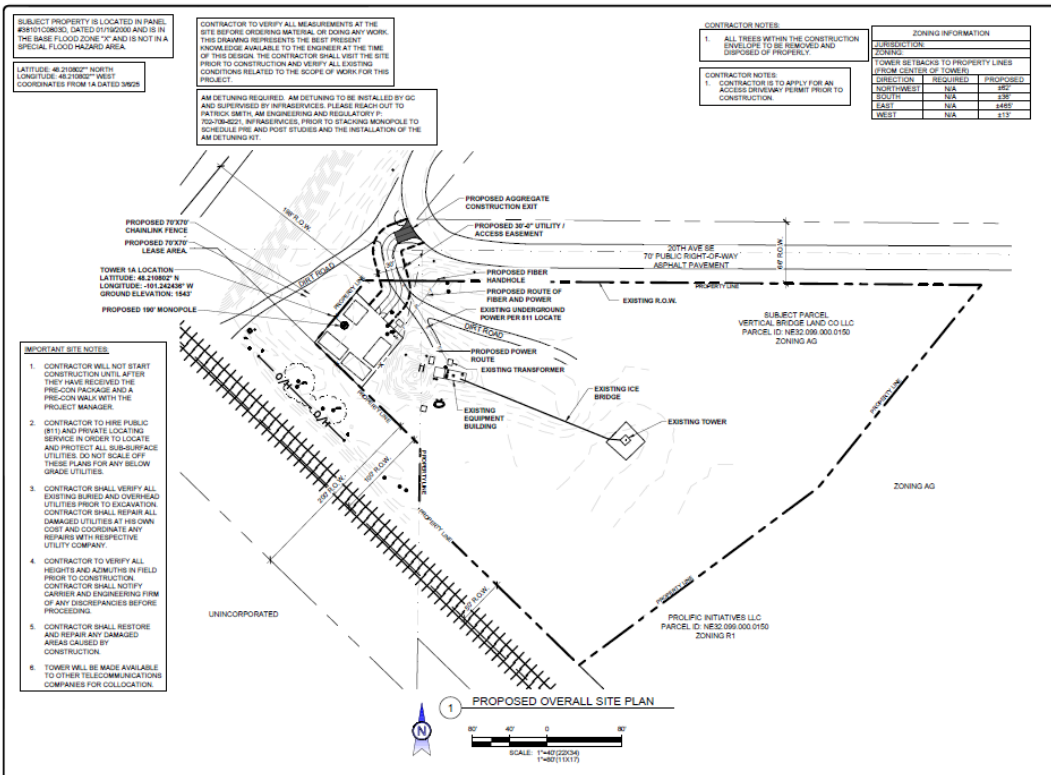
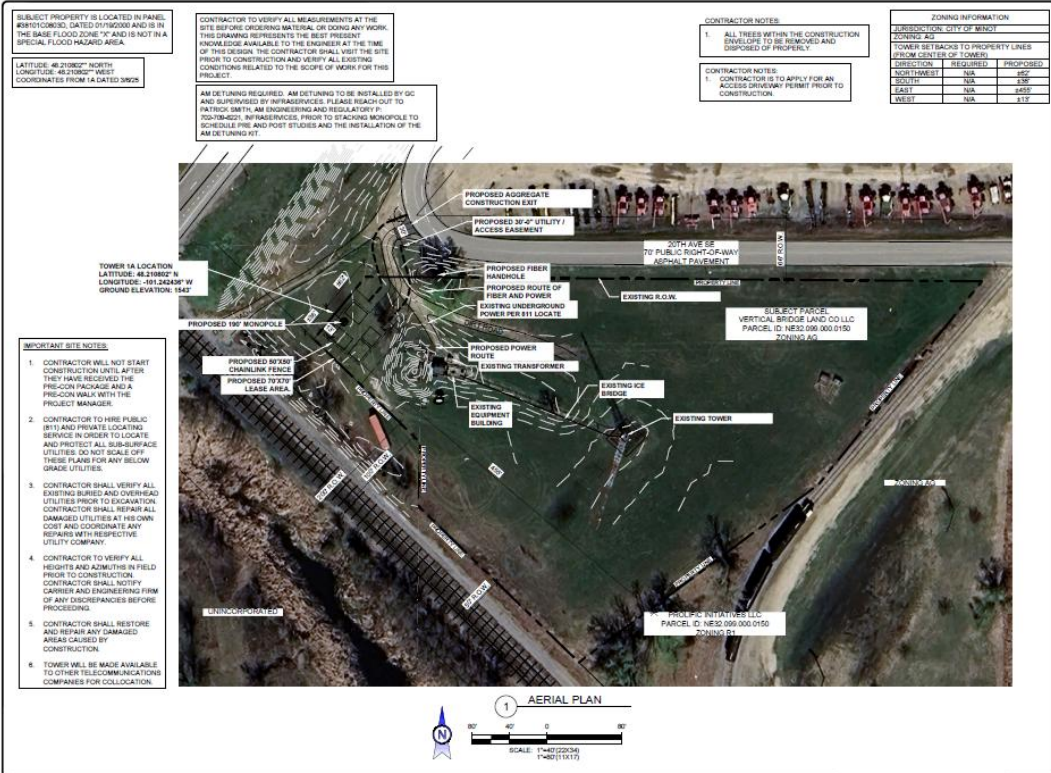


Exhibit 3



August 25, 2025

Bob Hill
Vertical Bridge Development, LLC
750 Park Of Commerce Drive, Suite 200
Boca Raton, Florida 33487

B+T Group
1717 S. Boulder, Suite 300
Tulsa, OK 74119
(918) 587-4630
btwo@btgrp.com

Subject:	Fall Certification Letter	
Arcosa Designation:	Arcosa Project Number:	B951
	Arcosa Site Name:	KRRZ AM TOWER (US-ND-5250)
Engineering Firm Designation:	B+T Group Project Number:	25-006438
Site Data:	KRRZ AM TOWER (US-ND-5250)	
	190' Monopole	

To Whom it May Concern:

As Requested by Arcosa Telecom Structures on behalf of Vertical Bridge Development, LLC, B+T Group is pleased to submit this "Fall Certification Letter" for the 190' Monopole to be constructed at the **KRRZ AM TOWER (US-ND-5250)** site.

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

Design Wind Speed: 110 mph 3-sec gust (no ice), 60 mph 3-sec gust (1.0" ice)
Structure Class: II
Exposure Category: C
Topographic Category: 1

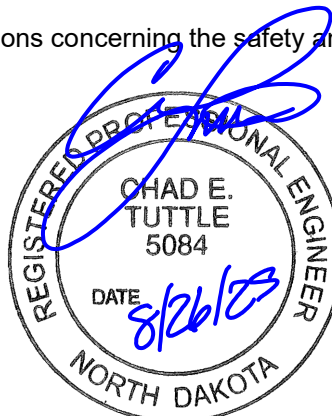
185'—Wireless Carrier 1 (CaAa= 40,000 sq in w/ (12) 1 5/8" transmission lines
175'—Wireless Carrier 2 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
165'—Wireless Carrier 3 (CaAa= 40,000 sq in w/ (12) 1 5/8" transmission lines

It is our understanding that this Monopole structure will be designed such that, if a failure were to occur due to a significant storm or other event, the pole would fall within a radius of 10' from the base of the structure. Although the pole would not be designed to fail, stronger sections that required by analysis would be provided in the lower sections of the pole, resulting in an increased safety factor in the lower sections. In the highly unlikely event that this pole were to experience operational failure due to catastrophic wind loading, the design would enable the pole to fail through compression buckling. Failure in this manner would result in the upper portion of the pole buckling and folding over the lower portion, resulting in a fall radius of 10' from the base of the pole.

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 pole failing during such an event would be relatively insignificant when compared to the damage caused to the surrounding property by the event itself.

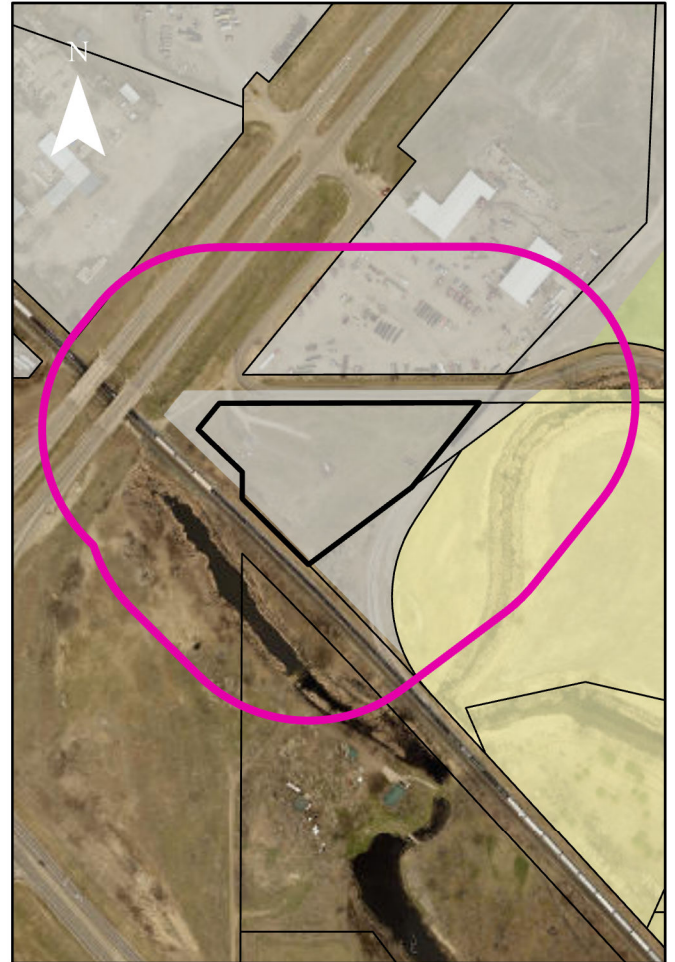
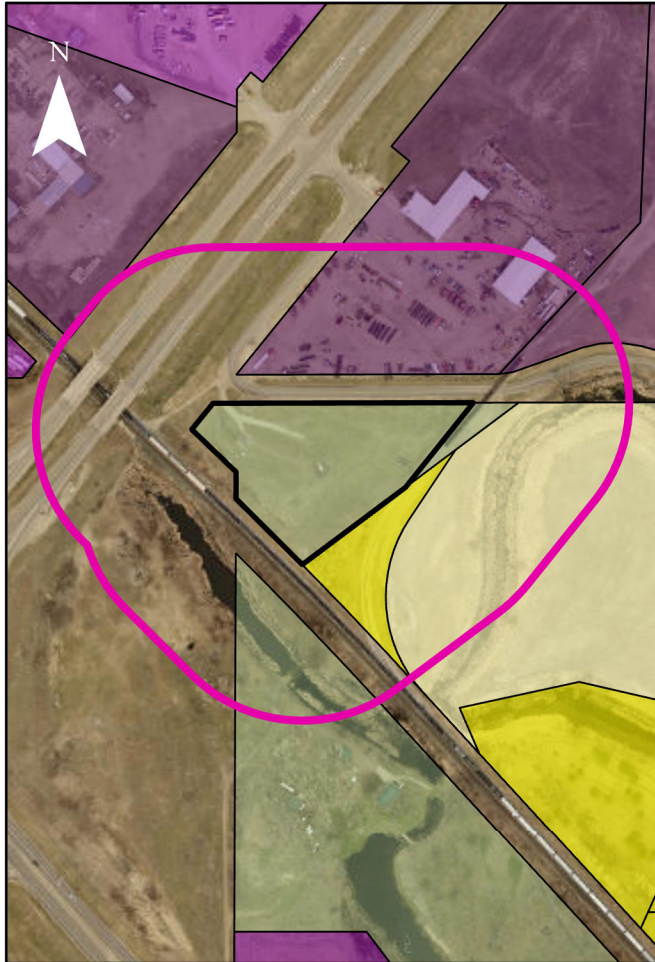
Please contact us should you have any questions concerning the safety and design of the monopole.
Letter prepared by: Clint Coody
Respectfully submitted by: B+T Group

Chad E. Tuttle, P.E.



ZONING

FUTURE LAND USE



0 240 480 960 Feet

Zoning

	AG
	M1
	M2
	R1
	RR

Both Maps

	Case # 2025-43
	Case # 22=025-43
	Notification Area

Land Use Type

	Agricultural and Open Space
	Rural Residential
	Light Industrial

NOTES TO CONTRACTOR:

1. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL ORDINANCES TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
3. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMAN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.
4. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED. IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
5. SITE GROUNDING SHALL COMPLY WITH T-MOBILE WIRELESS SERVICES TECHNICAL SPECIFICATIONS FOR FACILITY GROUNDING FOR CELL SITE STANDARDS, LATEST EDITION, AND COMPLY WITH T-MOBILE GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT, THEY SHALL GOVERN.
6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF FAA LIGHTING AND MARKING IS PRESENT ON SITE AND IS POWERED BY ELECTRICAL SERVICE THAT IS TO BE INTERRUPTED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES OR ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
8. ANY DAMAGE TO THE ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE LANDOWNER AND THE ENGINEER.
9. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
10. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
11. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIME. SILT FENCE AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
12. PERMITS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND INCURRING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES, ETC.
13. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWING WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
14. RECORD PHOTOS: INCLUDE TIME/DATE STAMPED PHOTOS WITH TAPE MEASURE DEPTH VERIFICATION.
15. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
17. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
18. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTOR SHALL NOTIFY T-MOBILE WIRELESS SERVICES OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
19. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO THE PROPERTY OUTSIDE THE LEASED PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
20. ALL SUITABLE MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATION APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
21. SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A MINIMUM PERIOD OF ONE YEAR.

GENERAL NOTES:

1. THIS PROPOSAL IS FOR THE ADDITION OF A NEW GENERATOR ON A CONCRETE PAD IN AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY.
2. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
3. THE PROPOSED FACILITY IS UNMANNED AND IS NOT FOR HUMAN HABITATION. NO HANDICAP ACCESS IS REQUIRED.
4. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH BY T-MOBILE TECHNICIANS.
5. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT PROPOSED.
6. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
7. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
8. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTOR SHALL NOTIFY T-MOBILE OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

ELECTRICAL NOTES:

A. GENERAL

1. COORDINATE LOCATION AND PROPER REQUIREMENTS OF ALL EQUIPMENT WITH T-MOBILE AND EQUIPMENT SUPPLIES PRIOR TO INSTALLATION.
2. COORDINATE LOCATION AND REQUIREMENTS FOR ELECTRICAL SERVICE WITH THE PROPERTY REPRESENTATIVE, T-MOBILE AND UTILITY COMPANIES. ROUTING OF CONDUITS MAY BE MODIFIED TO MEET SITE REQUIREMENTS. EXACT CONDUIT ROUTING TO BE DETERMINED IN THE FIELD.
3. ALL WIRING AND EQUIPMENT SHOWN ON ELECTRICAL SHEETS SHALL BE FURNISHED AND INSTALLED UNDER ELECTRICAL PORTION OF CONTRACT UNLESS OTHERWISE NOTED.
4. UNINTERRUPTED ELECTRICAL SERVICE FOR EXISTING EQUIPMENT SHALL BE MAINTAINED DURING THE INSTALLATION OF THE WORK DESCRIBED UNDER THESE DOCUMENTS. TEMPORARY EQUIPMENT, CABLES AND WHATEVER ELSE IS NECESSARY SHALL BE PROVIDED BY CONTRACTOR AS REQUIRED TO MAINTAIN ELECTRICAL SERVICE. TEMPORARY SERVICE FACILITIES, IF REQUIRED AT ANY TIME, SHALL NOT BE DISCONNECTED OR REMOVED UNTIL NEW SERVICE EQUIPMENT IS IN PROPER OPERATION. IF ANY SERVICE OR SYSTEM MUST BE INTERRUPTED, THE CONTRACTOR SHALL REQUEST PERMISSION IN WRITING STATING THE DATE, TIME, ETC. THE SERVICE WILL BE INTERRUPTED AND THE AREAS AFFECTED. THIS REQUEST SHALL BE MADE IN SUFFICIENT TIME FOR PROPER ARRANGEMENTS TO BE MADE. WRITTEN PERMISSION SHALL BE OBTAINED FROM THE OWNER BEFORE INTERRUPTING ELECTRICAL SERVICE.
5. COORDINATE NEW WORK WITH OTHER TRADES AND VERIFY EXISTING CONDITIONS TO AVOID INTERFERENCE. IN CASE OF INTERFERENCE, T-MOBILE'S REPRESENTATIVE WILL DECIDE WHICH WORK IS TO BE RELOCATED, REGARDLESS OF WHICH WAS FIRST INSTALLED.
6. THE INSTALLATION MUST COMPLY WITH NEC AND ALL FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.
7. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT UNLESS OTHERWISE DEFINED BY DIMENSIONS OR DETAILS. EXACT EQUIPMENT LOCATIONS AND RACEWAY ROUTING SHALL BE GOVERNED BY ACTUAL FIELD CONDITIONS AND/OR DIRECTIONS FROM T-MOBILE'S REPRESENTATIVE.
8. CONTRACTOR SHALL PAY ALL PERMITS AND FEES REQUIRED.
9. ALL MATERIALS SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE STANDARDS REFERENCED BELOW:

A. ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE)

B. ASTM (AMERICAN SOCIETY FOR TESTING MATERIALS)

C. ETL (ELECTRICAL TESTING LABORATORY)

D. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)

E. IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS)

F. NBFU (NATIONAL BOARD OF FIRE UNDERWRITERS)

G. NESC (NATIONAL ELECTRICAL SAFETY CODE)

H. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)

I. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)

J. UL (UNDERWRITERS LABORATORY)

10. CONTRACTOR SHALL REVIEW PLANS, DETAILS AND SPECIFICATIONS IN DETAIL AND ADJUST WORK TO CONFIRM WITH ACTUAL SITE CONDITIONS SO THAT ELECTRICAL DEVICES AND EQUIPMENT WILL BE PROPERLY LOCATED AND READILY ACCESSIBLE. QUANTITIES LISTED IN MATERIAL LISTS ON THE DRAWINGS ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL PROVIDE HIS OWN TAKEOFF FOR MATERIAL QUANTITY AND TYPES BASED ON ACTUAL SITE CONDITIONS. IN ADDITION, CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS TO INSTALL EQUIPMENT FURNISHED BY T-MOBILE OR ITS SUPPLIERS. ALL ITEMS NOT SPECIFICALLY MENTIONED HEREIN OR SHOWN ON THE CONTRACT DRAWINGS, BUT WHICH ARE OBVIOUSLY NECESSARY TO MAKE A COMPLETE WORKING INSTALLATION, SHALL BE INCLUDED.

11. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) T-MOBILE'S REPRESENTATIVE OF ANY CONFLICTS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED IN WRITING OTHERWISE.

12. ALL FLOORS WHERE PENETRATIONS ARE REQUIRED IN BUILDING ARE TO BE CORE DRILLED AND THEN FIREPROOFED.

B. EQUIPMENT

1. EQUIPMENT/PARTS CONNECTED TO EXISTING PANELS, DUCTS, ETC. SHALL MATCH THE CHARACTERISTICS (A/C, V, A) OF THAT EQUIPMENT.
2. ALL ELECTRICAL EQUIPMENT OUTSIDE SHALL BE NEMA OR 3R RATED.

C. WIRING/CONDUIT

1. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR AS REQUIRED BY CODE SUCH THAT NO MORE THAN THE EQUIVALENT OF FOUR QUARTER BENDS (360 DEGREES TOTAL) EXIST IN/ON CONDUIT RUN.
2. ALL POWER AND CONTROL/INDICATION WIRING SHALL BE TYPE THHN/THWN 800V RATED 75 DEGREES CELSIUS, UNLESS NOTED OTHERWISE.
3. CONDUIT BENDS SHALL BE MADE IN ACCORDANCE WITH NEC TABLE 346-10. NO RIGHT ANGLE DEVICE OTHER THAN STANDARD CONDUIT ELBOWS WITH 12" MINIMUM INSIDE SWEEPS FOR ALL CONDUITS 2" OR LARGER.
4. POWER WIRING SIZE SHALL NOT BE SMALLER THAN #12 AWG.
5. ALL WIRING SHALL BE COPPER. ALUMINUM WILL NOT BE ACCEPTABLE. ALL POWER CIRCUITS SHALL CONTAIN A GROUND WIRE.
6. PHASE MARKINGS TO BE USED AT POWER CONDUCTOR TERMINATIONS.
7. CONTRACTOR SHALL ENSURE INTEGRITY IS MAINTAINED WHEN INSTALLING CONDUIT AND WIRING.
8. INSTALL PULL STRING IN ALL CONDUIT.
9. FOR ROOFTOP INSTALLS AND BUILD-OUTS, CONDUITS INSIDE BUILDING AND ON ROOF SHALL BE RGS, UNLESS OTHERWISE NOTED. FOR RAW LAND SITES AND CO-LOCATES, PVC SCHEDULE 80 SHALL BE UTILIZED UNLESS NOTED OTHERWISE.
10. MAINTAIN MINIMUM 1'-0" VERTICAL AND 1'-0" HORIZONTAL SEPARATION FROM ANY MECHANICAL GAS PIPING.
11. ALL WIRING ROUTED IN PLENUM TO BE PLENUM RATED OR IN METALLIC FLEX (LIQUIDTITE) CONDUIT.
12. INSPECTION WINDOWS ARE REQUIRED ON ALL INDOOR LUGS.

D. GROUNDING

1. ALL GROUND CONNECTIONS TO BUILDING SHALL BE MADE USING TWO-HOLE CONNECTORS. PROVIDE STAINLESS STEEL BOLTS AND LOCK WASHERS ON ALL MECHANICAL GROUND CONNECTIONS.
2. ALL EQUIPMENT SURFACES TO BE BONDED TO GROUNDING SYSTEM SHALL BE STRIPPED OF ALL PAINT AND DIRT. CONNECTIONS TO VARIOUS METALS SHALL BE OF A TYPE AS TO NOT CAUSE A GALVANIC OR CORROSIVE REACTION. AREA SHALL BE REPAINTED WITH COLD GALVANIZE SPRAY FOLLOWING BONDING. 2.
3. ANY METALLIC ITEM WITHIN 6' OF GROUND CONDUCTORS MUST BE CONNECTED TO THE GROUNDING SYSTEM.
4. EXTERIOR, ABOVE GRADE GROUND CONNECTIONS SHALL BE FURNISHED WITH A LIBERAL PROTECTIVE COATING OF ANTI-OXIDE COMPOUND.
5. ALL MATERIALS AND LABOR REQUIRED FOR THE GROUNDING SYSTEM AS INDICATED ON THE PLANS AND DETAILS, AND AS DESCRIBED HEREIN SHALL BE FURNISHED BY THIS CONTRACTOR UNLESS OTHERWISE NOTED. 5.
6. EXACT LOCATION OF GROUND CONNECTION POINTS SHALL BE DETERMINED IN FIELD. ADJUST LOCATIONS INDICATED ON THE PLANS ACCORDING TO ACTUAL EQUIPMENT LOCATIONS TO KEEP THE GROUND CONNECTIONS CABLES AS SHORT AS POSSIBLE. USE EXISTING GROUNDING LOCATION ON ATS IF AVAILABLE.
7. PROVIDE ALL ELECTRICAL SYSTEM AND EQUIPMENT GROUNDS AS REQUIRED BY THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE AND THE CURRENT EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE. BONDING JUMPERS WITH APPROVED GROUND FITTINGS SHALL BE INSTALLED AT ALL RACEWAYS, EQUIPMENT ENCLOSURES, PULL BOXES, ETC. TO MAINTAIN GROUND CONTINUITY WHERE REQUIRED BY CODE.
8. ALL EQUIPMENT GROUND CONDUCTORS SHALL BE TIN COATED, #2 AWG COPPER UNLESS NOTED OTHERWISE ON THE DRAWINGS.

E. INSPECTION/DOCUMENTATION

1. INCLUDE TIME/DATE STAMPED PHOTOS WITH TAPE MEASURE VERIFICATION FOR ALL BURIED CONDUIT. THE CONTRACTOR, UPON COMPLETION OF HIS WORK, SHALL PROVIDE AS-BUILT DRAWINGS. INFORMATION SHOULD BE GIVEN TO THE GENERAL CONTRACTOR FOR INCLUSION IN FINAL AS BUILT SURVEY DOCUMENTS TO BE GIVEN TO THE OWNER.
2. CONTRACTOR SHALL SUPPLY DOCUMENTATION ATTESTING TO THE COMPLETE GROUND SYSTEM'S RESISTIVITY (MAX. 5 OHMS).
4. AN ELECTRICAL INSPECTION SHALL BE MADE BY AN INSPECTING AGENCY APPROVED BY T-MOBILE'S REPRESENTATIVE. CONTRACTOR SHALL COORDINATE ALL INSPECTIONS AND OBTAIN POWER COMPANY APPROVAL.
5. CONTRACTOR SHALL HAVE ATS AND GENERATOR RELAY INSTALLATION AND CONNECTIONS INSPECTED BY OTHERS TO ENSURE THAT UL LISTING FOR THAT EQUIPMENT IS NOT VOIDED.

CONCRETE:

1. CONCRETE SHALL REACH A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI IN 28 DAYS FOR FOUNDATIONS, SLABS, AND CONDUIT ENCASEMENTS. CONCRETE SHALL HAVE A 4" NOMINAL SLUMP AND 4.5-6.5% AIR CONTENT. COMPRESSIVE STRENGTH TEST TO BE PERFORMED ON CONCRETE USED FOR FOUNDATION ONLY.
2. ALL REINFORCING STEEL SHALL BE ASTM A-615, GRADE 60 DEFORMED BARS.
3. ALL DETAILING, FABRICATION AND PLACING OF REINFORCING STEEL SHALL CONFORM TO THE MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI 318).
4. ALL BAR SPLICES SHALL BE CLASS "B" TENSION SPLICES.
5. CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH A 3/4" X 45° CHAMFER.
6. FINISHED SLAB TO BE LEVEL ±1/4".
7. FLEXIBLE UTILITY CONNECTIONS SHOULD BE USED AT UNDERGROUND TO GENERATOR INTERACTIONS.
8. EQUIPMENT PAD DESIGN BASED ON AN ASSUMED ALLOWABLE SOIL BEARING CAPACITY OF 2000 PSF. EQUIPMENT FOUNDATIONS BEARING ON CLAY SOILS SHALL HAVE A MAXIMUM SOIL PLASTICITY INDEX OF 27.
9. INSTALL EQUIPMENT ANCHORAGE PER MANUFACTURER'S WRITTEN RECOMMENDATIONS.
10. THE ATTACHMENT OF THE GENERATOR TO THE FOUNDATION SLAB AND THE FOUNDATION ITSELF ARE DESIGNED TO RESIST A 3 SECOND GUST WIND SPEED OF 143 MPH (ULTIMATE WIND SPEED).
11. ELECTRICAL STUB-UP AREA WILL BE DETERMINED BY GENERATOR ORIENTATION.



VERTICAL BRIDGE SITE NUMBER:

US-ND-5250

VERTICAL BRIDGE SITE NAME:

MNT-OO51-AM-II

SITE ADDRESS

2005 HWY 2 E BYP
MINOT, ND 58701

ISSUED FOR:			
REV	DESCRIPTION	BY	DATE
A	PRELIMS	KMM	06/16/25
B	REVISED SITEPLAN	KMM	06/24/25
C	REVISED PRELIM	KMM	07/23/25
D	REVISED PRELIM	KMM	07/28/25
E	REVISED PRELIM	KMM	07/28/25

PRELIMINARY
DRAWING

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GENERAL NOTES

SHEET NUMBER:

T-2

LATITUDE: 48.210802° NORTH
LONGITUDE: 48.210802° WEST
COORDINATES FROM 1A DATED 3/6/25

CONTRACTOR TO VERIFY ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIAL OR DOING ANY WORK. THIS DRAWING REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.

AM DETUNING REQUIRED. AM DETUNING TO BE INSTALLED BY GC AND SUPERVISED BY INFRASERVICES. PLEASE REACH OUT TO PATRICK SMITH, AM ENGINEERING AND REGULATORY P: 702-709-8221, INFRASERVICES, PRIOR TO STACKING MONOPOLE TO SCHEDULE PRE AND POST STUDIES AND THE INSTALLATION OF THE AM DETUNING KIT.

CONTRACTOR NOTES:

1. ALL TREES WITHIN THE CONSTRUCTION ENVELOPE TO BE REMOVED AND DISPOSED OF PROPERLY.

CONTRACTOR NOTES:

1. CONTRACTOR IS TO APPLY FOR AN ACCESS DRIVEWAY PERMIT PRIOR TO CONSTRUCTION.

ZONING INFORMATION

JURISDICTION:

ZONING:

TOWER SETBACKS TO PROPERTY LINES (FROM CENTER OF TOWER)
--

DIRECTION	REQUIRED	PROPOSED
NORTHWEST	N/A	±62'
SOUTH	N/A	±36'
EAST	N/A	±465'
WEST	N/A	±13'



VERTICAL BRIDGE SITE NUMBER:

US-ND-5250

VERTICAL BRIDGE SITE NAME:
MNT-OO51-AM-II

SITE ADDRESS
2005 HWY 2 E BYP
MINOT, ND 58701

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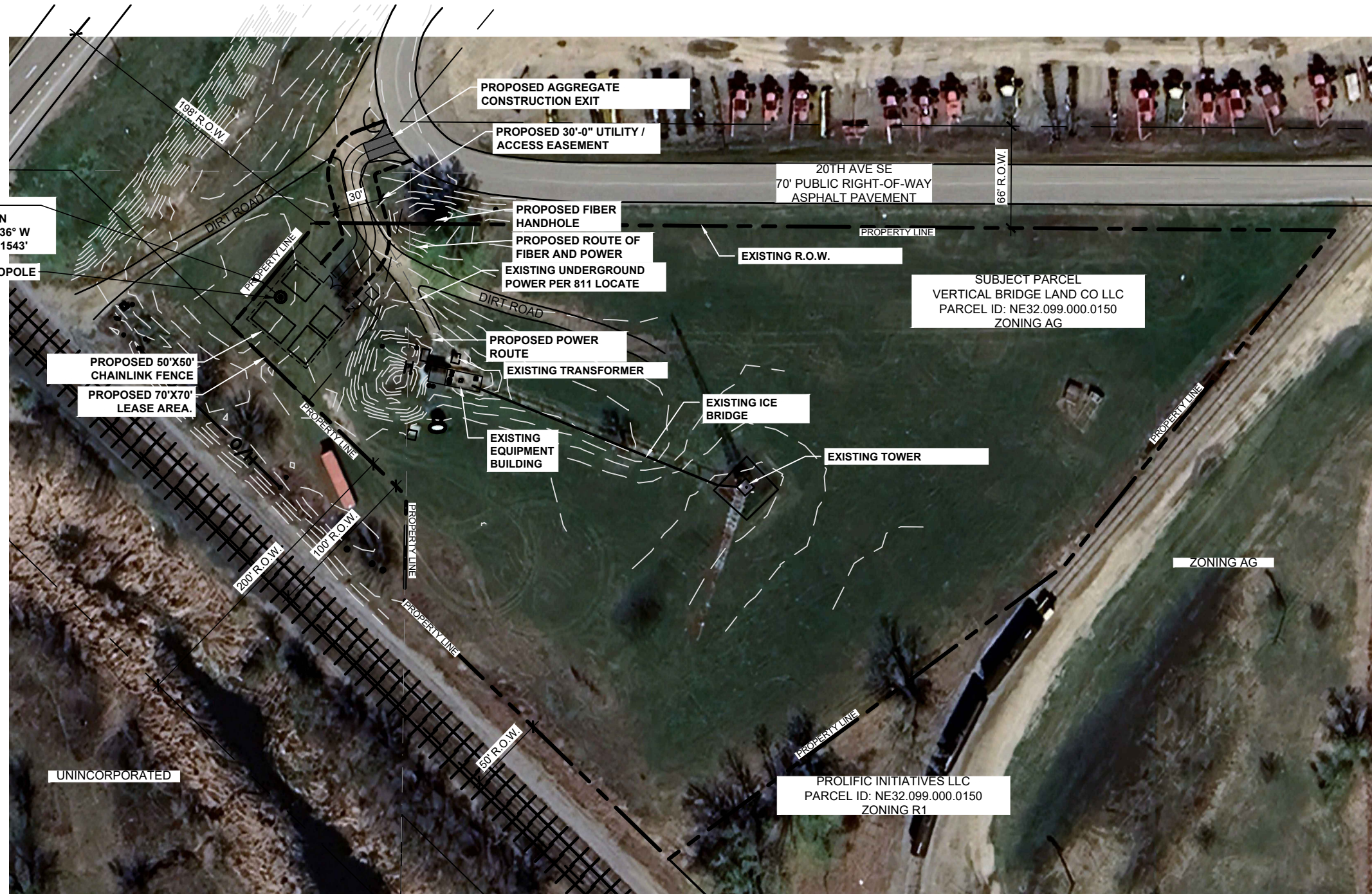
AERIAL PLAN

SHEET NUMBER:

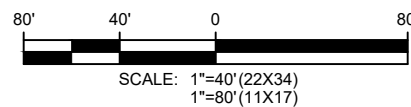
C-1

IMPORTANT SITE NOTES:

1. CONTRACTOR WILL NOT START CONSTRUCTION UNTIL AFTER THEY HAVE RECEIVED THE PRE-CON PACKAGE AND A PRE-CON WALK WITH THE PROJECT MANAGER.
2. CONTRACTOR TO HIRE PUBLIC (811) AND PRIVATE LOCATING SERVICE IN ORDER TO LOCATE AND PROTECT ALL SUB-SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
3. CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.
4. CONTRACTOR TO VERIFY ALL HEIGHTS AND AZIMUTHS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY CARRIER AND ENGINEERING FIRM OF ANY DISCREPANCIES BEFORE PROCEEDING.
5. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.
6. TOWER WILL BE MADE AVAILABLE TO OTHER TELECOMMUNICATIONS COMPANIES FOR COLLOCATION.



1 AERIAL PLAN



SUBJECT PROPERTY IS LOCATED IN PANEL #38101C0803D, DATED 01/19/2000 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

LATITUDE: 48.210802° NORTH
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COORDINATES FROM 1A DATED 3/6/25

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CONTRACTOR NOTES:

- ALL TREES WITHIN THE CONSTRUCTION ENVELOPE TO BE REMOVED AND DISPOSED OF PROPERLY.

CONTRACTOR NOTES:

- CONTRACTOR IS TO APPLY FOR AN ACCESS DRIVEWAY PERMIT PRIOR TO CONSTRUCTION.

ZONING INFORMATION

JURISDICTION:		
ZONING:		
TOWER SETBACKS TO PROPERTY LINES (FROM CENTER OF TOWER)		
DIRECTION	REQUIRED	PROPOSED
NORTHWEST	N/A	±62'
SOUTH	N/A	±36'
EAST	N/A	±465'
WEST	N/A	±13'



VERTICAL BRIDGE SITE NUMBER:

US-ND-5250

VERTICAL BRIDGE SITE NAME:

MNT-0051-AM-II

SITE ADDRESS

2005 HWY 2 E BYP
MINOT, ND 58701

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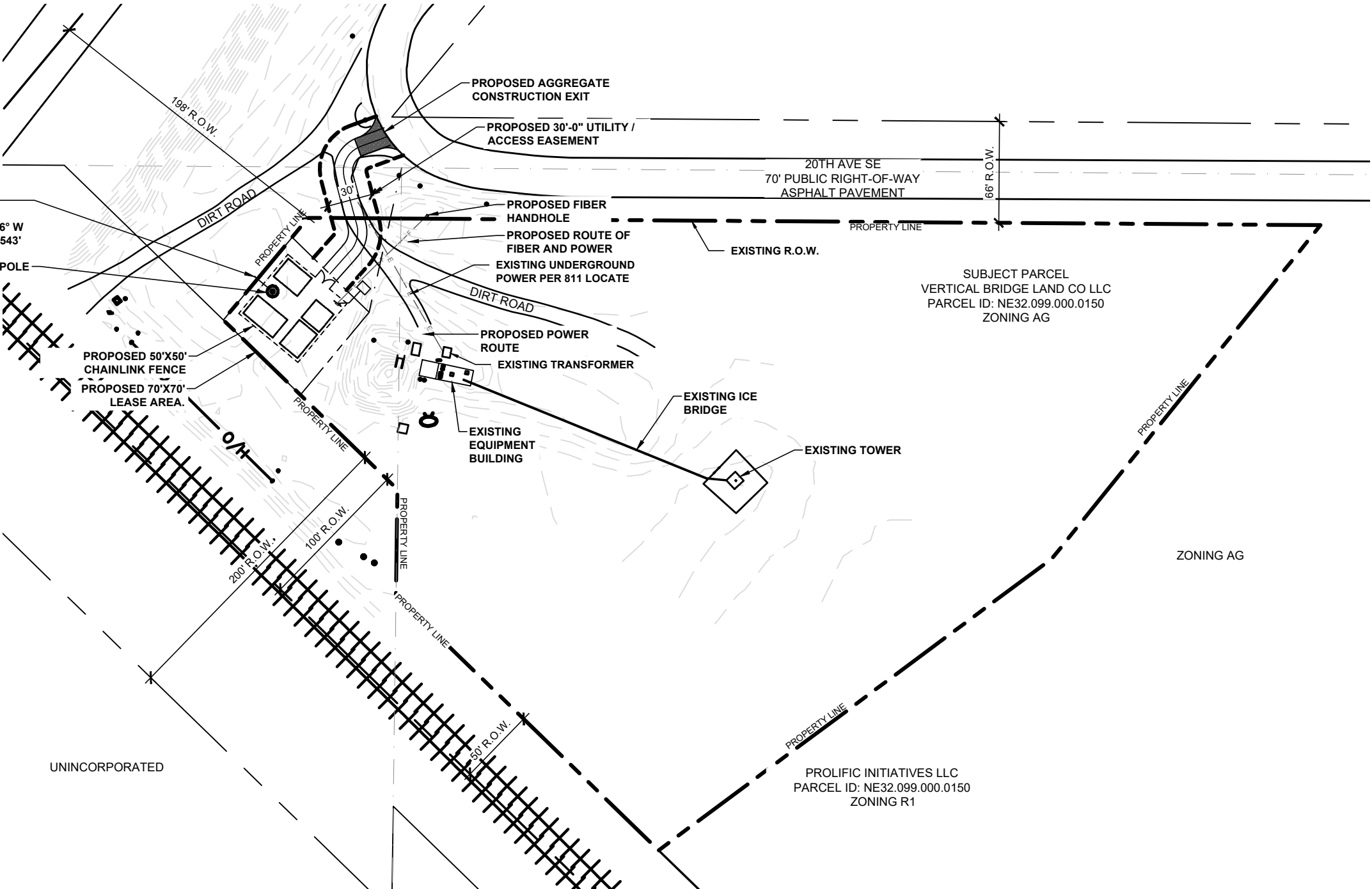
**PROPOSED OVERALL
SITE PLAN**

SHEET NUMBER:

C-2

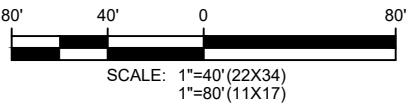
IMPORTANT SITE NOTES:

- CONTRACTOR WILL NOT START CONSTRUCTION UNTIL AFTER THEY HAVE RECEIVED THE PRE-CON PACKAGE AND A PRE-CON WALK WITH THE PROJECT MANAGER.
- CONTRACTOR TO HIRE PUBLIC (811) AND PRIVATE LOCATING SERVICE IN ORDER TO LOCATE AND PROTECT ALL SUB-SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
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1

PROPOSED OVERALL SITE PLAN



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LONGITUDE: 48.210802° WEST
COORDINATES FROM 1A DATED 3/6/25



VERTICAL BRIDGE SITE NUMBER:
US-ND-5250
VERTICAL BRIDGE SITE NAME:
MNT-0051-AM-II

SITE ADDRESS
2005 HWY 2 E BYP
MINOT, ND 58701

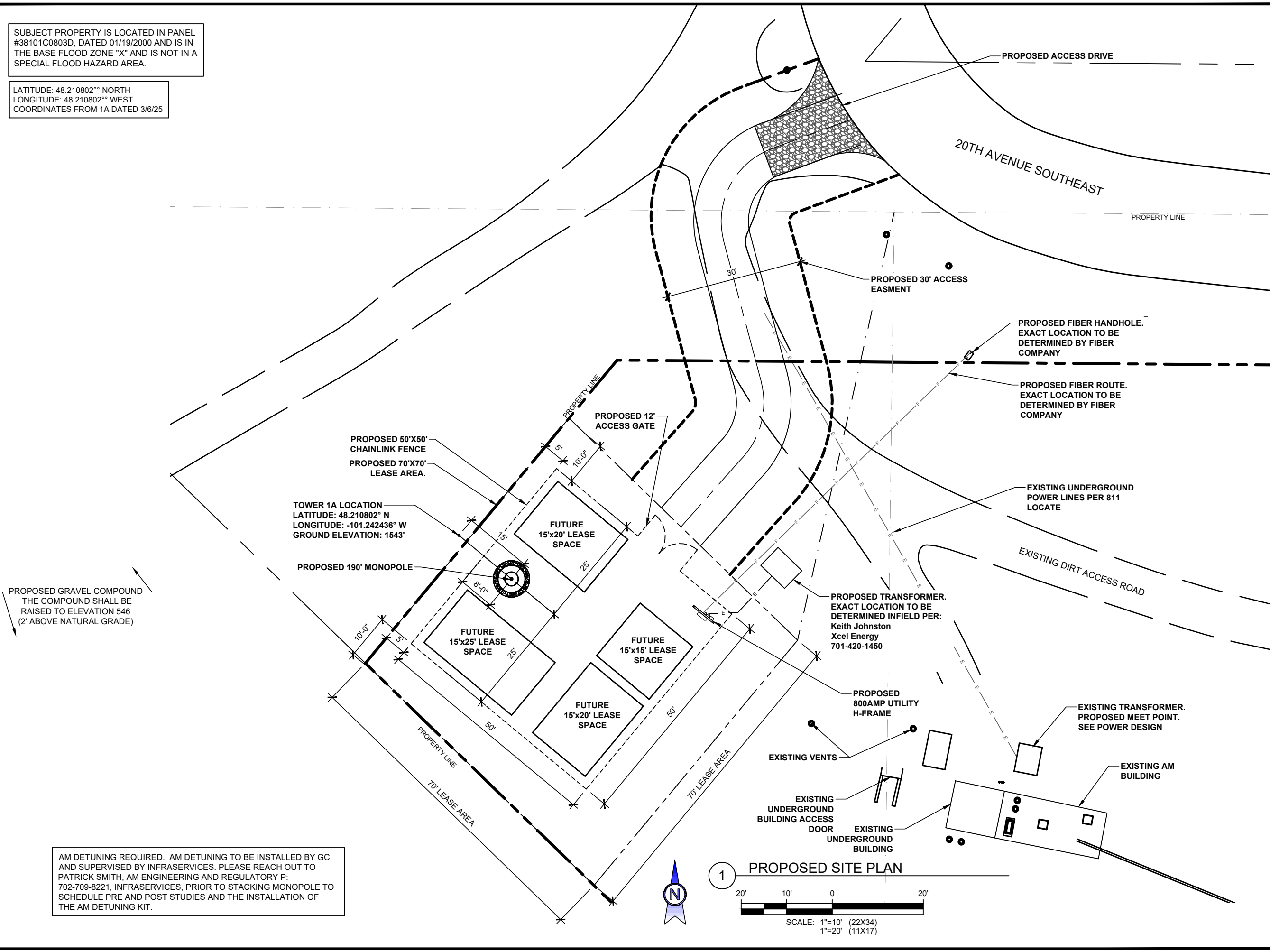
ISSUED FOR:			
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**PROPOSED
SITE PLAN**

SHEET NUMBER:
C-3



AM DETUNING REQUIRED. AM DETUNING TO BE INSTALLED BY GC AND SUPERVISED BY INFRASERVICES. PLEASE REACH OUT TO PATRICK SMITH, AM ENGINEERING AND REGULATORY P: 702-709-8221, INFRASERVICES, PRIOR TO STACKING MONOPOLE TO SCHEDULE PRE AND POST STUDIES AND THE INSTALLATION OF THE AM DETUNING KIT.

SMW JOB #25-10071





SMW
ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 205-252-6985 www.smweng.com

VERTICAL BRIDGE SITE NUMBER:
US-ND-5250
VERTICAL BRIDGE SITE NAME:
MNT-OO51-AM-II

SITE ADDRESS
2005 HWY 2 E BYP
MINOT, ND 58701

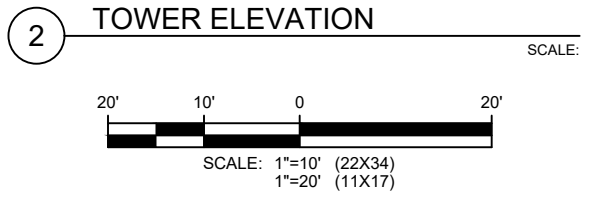
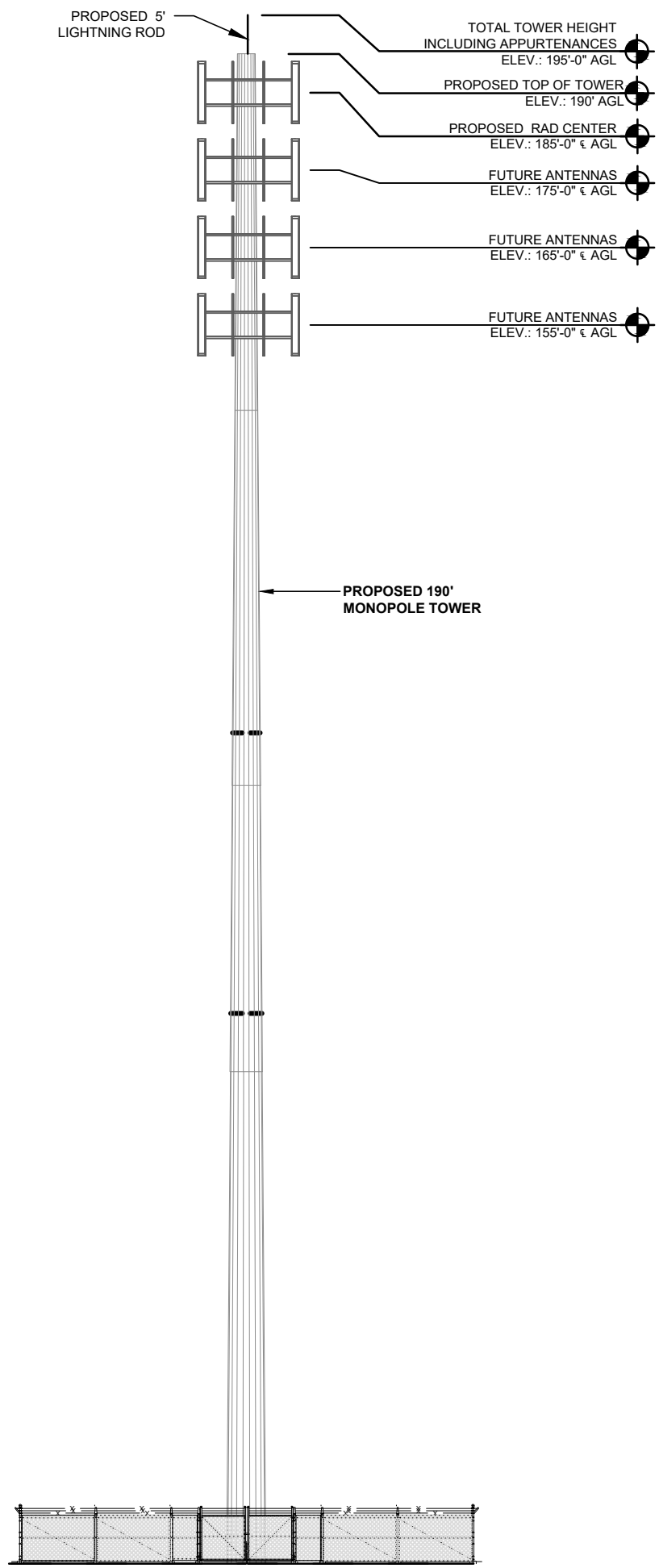
ISSUED FOR:			
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TOWER ELEVATION

SHEET NUMBER:
C-4



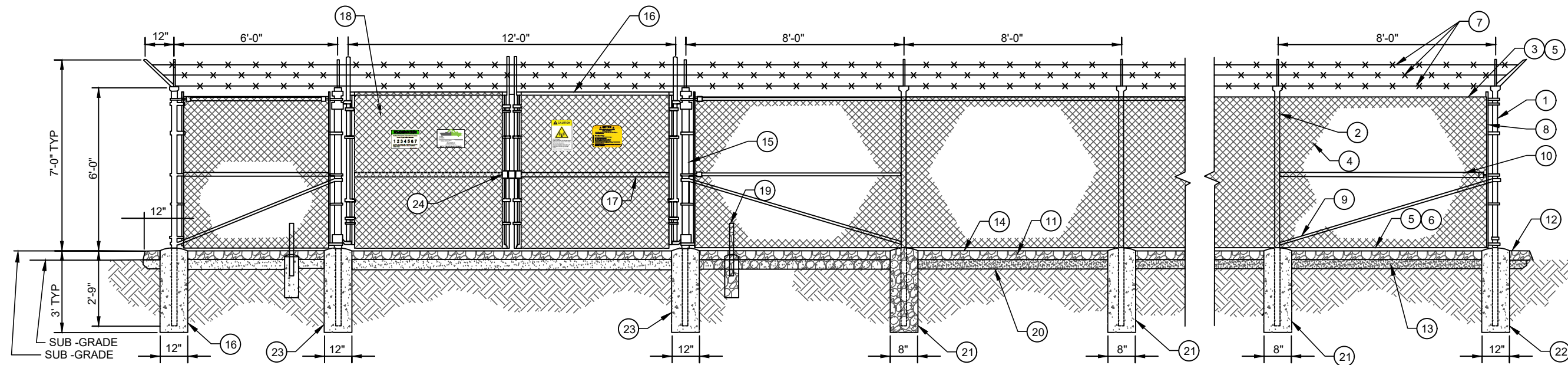
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COORDINATES FROM 1A DATED 3/6/25

NO MAPPING OR ANALYSIS HAS BEEN PERFORMED ON SECTOR MOUNTS, AND STRUCTURAL INTEGRITY OF MOUNTS UNDER NEW LOADING IS UNDETERMINED

STRUCTURAL ANALYSIS TO BE PROVIDED AT LATER DATE



GENERAL NOTES:

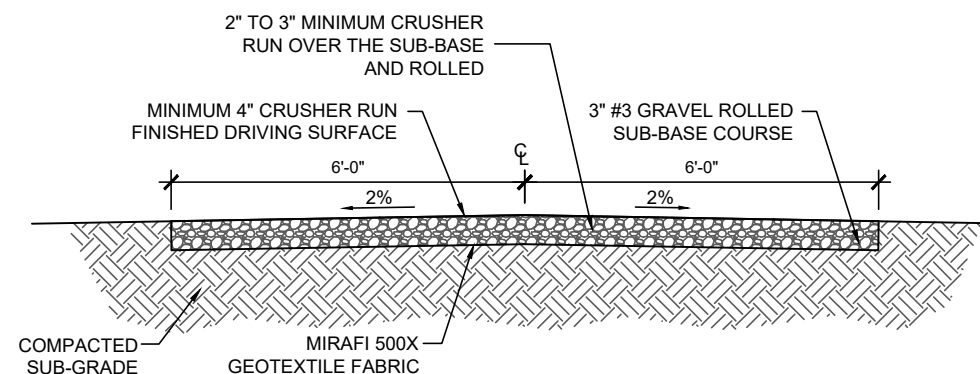
1. INSTALL FENCING PER ASTM F-567
2. INSTALL SWING GATES PER ASTM-900
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL) ALL GATE FRAMES SHALL BE WELDED, ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV, (OR EQUAL)
5. ALL OPEN POSTS SHALL HAVE END-CAPS
6. USE GALVANIZED HOG-RING WORE TO MOUNT ALL SIGNS
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC
8. USE COMMERCIAL GRADE MATERIALS ONLY

REFERENCE NOTES:

- | | |
|--|---|
| ① CORNER END OR PULL POST 3" NOMINAL SCHEDULE 40 PIPE. | ⑫ 2" FINISH OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK |
| ② LINE POST: 2 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C. | ⑬ 4" COMPACTED 95% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK. |
| ③ TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083 | ⑭ FINISH GRADE SHALL BE UNIFORM AND LEVEL |
| ④ FABRIC" 9GA CORE WIRE SIZE 2' MESH, CONFORMING TO ASTM-A392 | ⑮ GATE POST 4" SCHEDULE 40 PIPE. FOR GATE WIDTHS UP THRU 7 FEET OR 4 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083 |
| ⑤ TIE WIRE: MINIMUM II GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE END AT TENSIONS WIRE BU HOG RINGS SPACED AX. AT 24" O.C. | ⑯ GATE FRAME: 1 1/2" PIPE, PER ASTM-F1083 |
| ⑥ TENSION WIRE: 9GA GALVANIZE STEEL | ⑰ GATE FRAME: 1 5/8" PIPE, PER ASTM-F1083 |
| ⑦ BARBED WIRE: DOUBLE STRAND 12 1/2" OD TWISTED WIRE TO MATCH WITH FABRIC 14GA, 4PT. BARBS SPACE ON APPROX.5" CENTERS | ⑱ GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE |
| ⑧ STRETCHER BAR | ⑲ DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION |
| ⑨ 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD | ⑳ GEOMETRIES FABRIC |
| ⑩ FENCE CORNER POST BRACE: 1 5/8" DIAZ. EACH CORNER EACH WAY | ㉑ LINE POST: CONCRETE FOUNDATION (2000 PSI) |
| ⑪ 1 1/2" MAXIMUM CLEARANCE FROM GRADE | ㉒ CORNER POST: CONCRETE FOUNDATION (2000 PSI) |
| | ㉓ GATE POST" CONCRETE FOUNDATION (2000 PSI) |
| | ㉔ STRONG ARM LATCH OR EQUIVALENT |

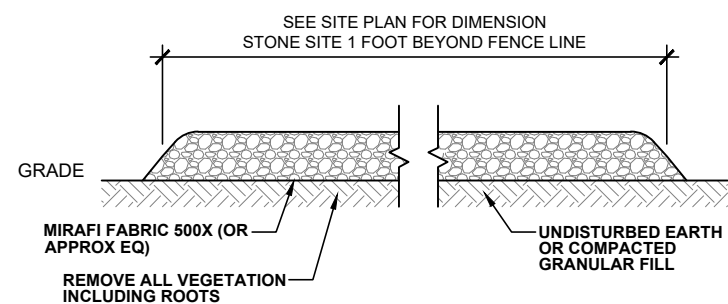
1 CHAINLINK FENCE DETAILS

SCALE: NOT TO SCALE



2 GRAVEL DRIVEWAY TYPICAL SECTION

SCALE: NOT TO SCALE



PROPOSED EQUIPMENT AREA INSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:

- 6" BASE ROCK AND 4" OF 1/2" TO 3/4" CHICO STONE COMPACTED
- MIRAFI 500X (OR EQUIVALENT) GEOFABRIC

3 SITE COMPOUND DETAIL

SCALE: NOT TO SCALE

verticalbridge

SMW
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TOGETHER PLANNING A BETTER TOMORROW
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 205-252-6985 www.smweng.com

VERTICAL BRIDGE SITE NUMBER:

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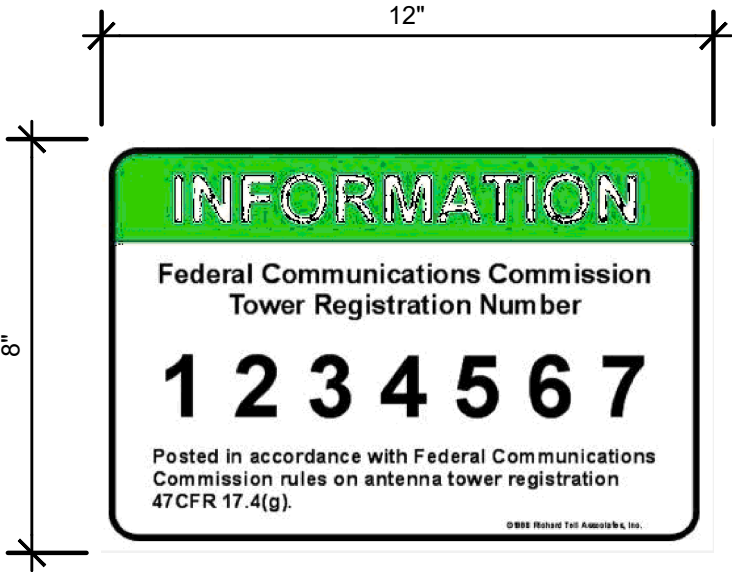
DETAILS

SHEET NUMBER:

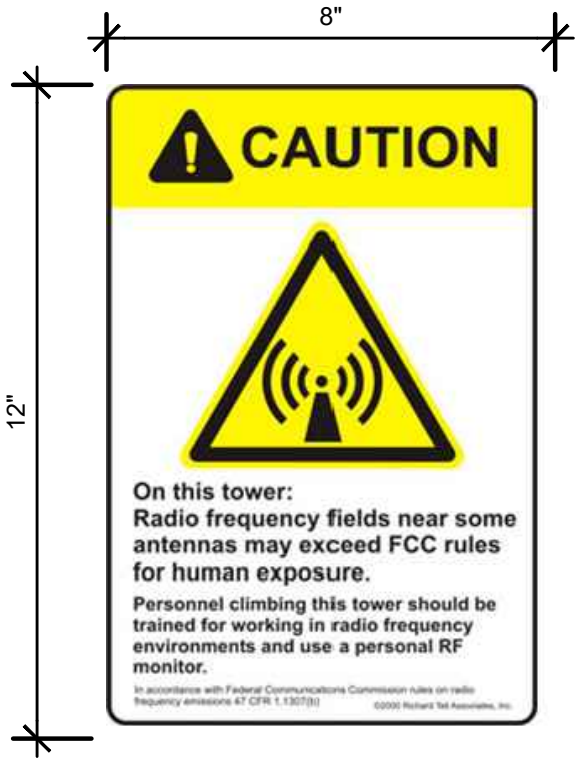
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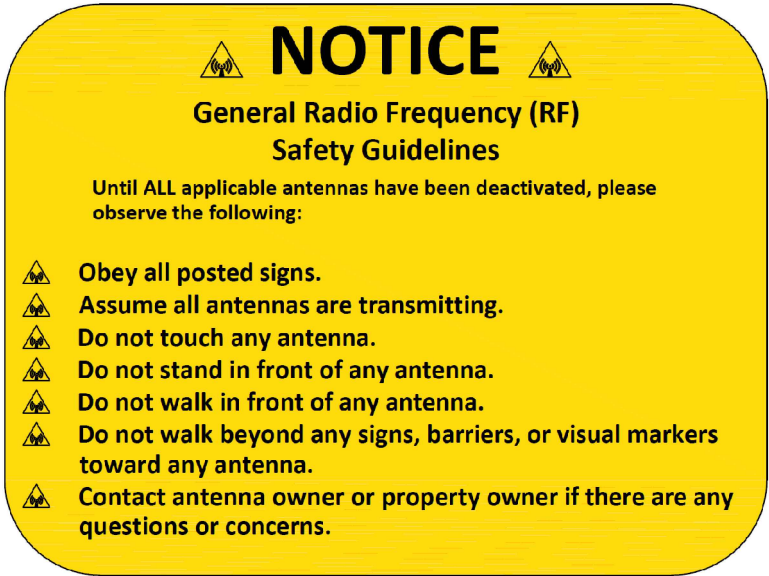
1 VERTICAL BRIDGE ID SIGN
SCALE: NOT TO SCALE



2 FCC REGISTRATION SIGN
SCALE: NOT TO SCALE



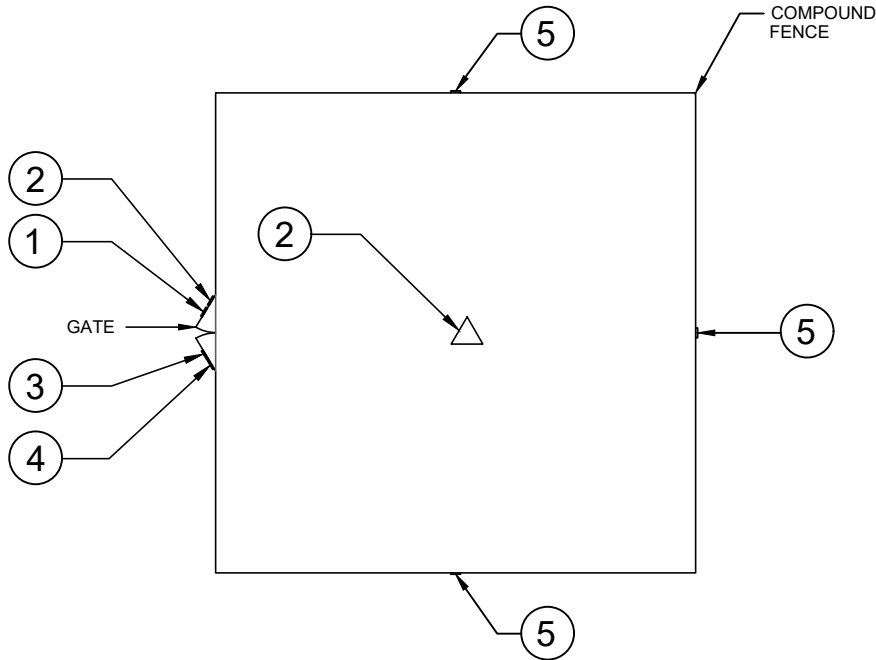
3 RF EXPOSURE CAUTION SIGN
SCALE: NOT TO SCALE



4 NOTICE - RF SIGN
SCALE: NOT TO SCALE



5 NO TRESPASSING SIGN
SCALE: NOT TO SCALE



- NOTE:
1. USE GALVANIZED OR STAINLESS "HOG RINGS" TO INSTALL THE SIGNS.
 2. PLACE THE "VERTICAL BRIDGE" SIGN ON THE LEFT GATE.
 3. PLACE THE "CAUTION" AND "NOTICE" SIGNS ON THE RIGHT GATE.
 4. FOR ACCESS ROAD GATES, "VERTICAL BRIDGE" SIGN ONLY ON THE LEFT GATE.
 5. PURCHASE AND PLACE VERTICAL BRIDGE LOCKS ON ALL FENCE AND ACCESS GATES. (SET COMBO TO: 0951)



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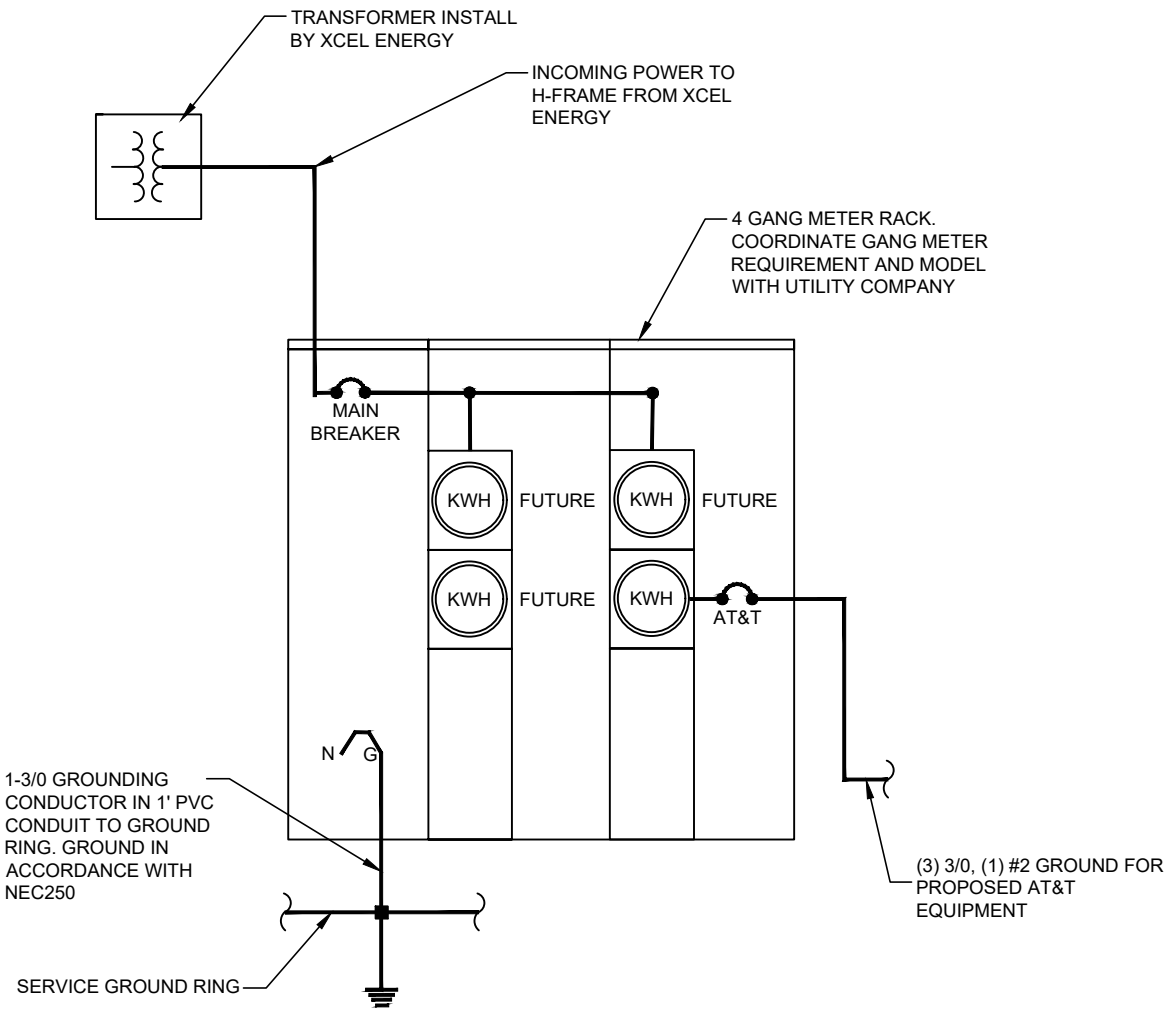
DETAILS

SHEET NUMBER:
D-2

SMW JOB #25-10071

ELECTRICAL INSTALLATION NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELCORDIA
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELCORDIA.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOTS), GROUNDING, AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR CAPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 ° C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90 ° C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 ° C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75 ° C (90 ° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
18. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS
24. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.
28. THE SUBCONTRACTOR SHALL LABEL THE METER BASE PER LOCAL UTILITY REQUIREMENTS.



AM DETUNING REQUIRED. AM DETUNING TO BE INSTALLED BY GC AND SUPERVISED BY INFRASERVICES. PLEASE REACH OUT TO PATRICK SMITH, AM ENGINEERING AND REGULATORY P: 702-709-8221, INFRASERVICES, PRIOR TO STACKING MONOPOLE TO SCHEDULE PRE AND POST STUDIES AND THE INSTALLATION OF THE AM DETUNING KIT.

1 ONE-LINE
SCALE: NOT TO SCALE



VERTICAL BRIDGE SITE NUMBER:
US-ND-5250
VERTICAL BRIDGE SITE NAME:
MNT-OO51-AM-II
SITE ADDRESS
2005 HWY 2 E BYP
MINOT, ND 58701

ISSUED FOR:			
REV	DESCRIPTION	BY	DATE
A	PRELIMS	KMM	06/16/25
B	REVISED SITEPLAN	KMM	06/24/25
C	REVISED PRELIM	KMM	07/23/25
D	REVISED PRELIM	KMM	07/28/25
E	REVISED PRELIM	KMM	07/28/25

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ELECTRICAL NOTES &
ONE LINE DIAGRAM

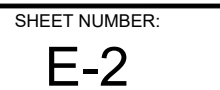
SHEET NUMBER:
E-1

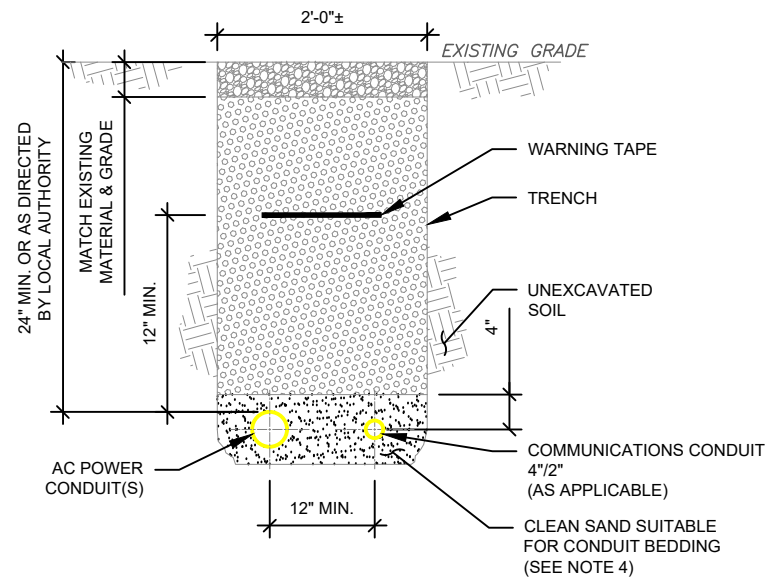
- ① PROPOSED 4 GANG METER PANEL. SEE SHEET S-4 FOR MOUNTING DETAILS. SEE SHEET E-2 FOR ELECTRICAL ONE-LINE DIAGRAM ELECTRICAL KEY NOTES
- ② PROPOSED COMMUNITY TELCO BOX WITH ROUND BAR, 4'X4' BACK BOARD, AND DUPLEX RECEPTACLE 15AMP 120V
- ③ PROPOSED POWER SERVICE FROM NEW POC TO PROPOSED METER MOUNTED TO PROPOSED COMMUNITY H-FRAME. UTILITY COORDINATION PER XCEL ENERGY (±65LF)
- ④ PROPOSED (1) 4" PVC CONDUIT W/ 3 INNERDUCTS FOR TELCO SERVICE FROM PROPOSED HANDHOLE TO PROPOSED TELCO CABINET MOUNTED TO PROPOSED COMMUNITY H-FRAME. (±80LF)

FIBER ROUTE TO BE DETERMINED
AT LATER DATE, UTILIZING NEARBY
FIBER MEET-ME-POINTS.

1. ELECTRICAL CONTRACTOR MUST COORDINATE NEW POWER SERVICE WITH AT&T CM AND UTILITY PROVIDER. ROUTING, SIZES AND INSTALLATION REQUIREMENTS AS REQUIRED BY UTILITY PROVIDER STANDARDS.
2. VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. HAND EXCAVATE AROUND EXISTING UNDERGROUND UTILITIES.
3. REFER TO VERTIV DRAWINGS AND SPECIFICATIONS FOR CONFIGURATION OF EQUIPMENT INSIDE WUC.

BY LINE

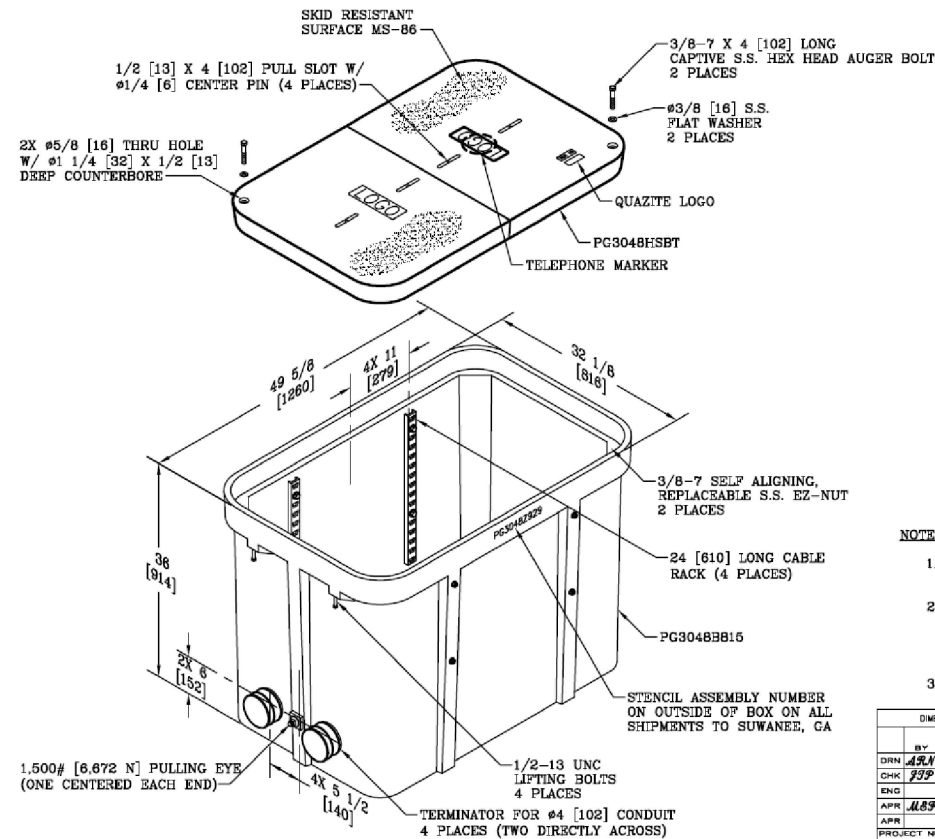




TRENCH NOTES:

1. IF FREE OF ORGANIC OR OTHER DELETERIOUS MATERIAL, EXCAVATED MATERIAL MAY BE USED FOR BACKFILL. IF NOT, PROVIDE CLEAN, COMPACTIBLE MATERIAL.
2. COMPACT IN 8" LIFTS. REMOVE ANY LARGE ROCKS PRIOR TO BACKFILLING. CONTRACTOR TO VERIFY LOCATION OF EXISTING U/G UTILITIES PRIOR TO DIGGING.
3. IF CURRENT AS-BUILT DRAWINGS ARE NOT AVAILABLE CONTRACTOR SHALL HAND DIG U/G TRENCHING.
4. USE COMMUNICATIONS ONLY TRENCH FOR COMMUNICATIONS CONDUIT UNLESS TRAVELING UNDER PATH OF VEHICLE TRAVEL, THEN CONDUIT MUST BE 24" MIN. BELOW GRADE.
5. CONFIRM SPACING AND DEPTH WITH NEC OR LOCAL CODE REQUIREMENTS

1 POWER/TELCO CONDUIT TRENCH DETAILS
SCALE: NOT TO SCALE



2 HANDHOLE DETAIL
SCALE: NOT TO SCALE

NOTES:

1. CUSTOMER IS AT&T. LOGO TO BE SPECIFIED: _____
2. THIS ASSEMBLY IS RATED FOR A STATIC DESIGN LOAD OF 15,000 LBS. [68,720 N] OVER A 10 [254] X 10 [254] AREA AND MUST PASS A MIN. STATIC TEST LOAD OF 22,500 LBS. [100,085 N].
3. AT&T PID #100006179
KGP PID# 770020527

DIMENSIONS ARE IN INCHES OR MILLIMETERS IN BRACKETS UNLESS OTHERWISE NOTED.				HUBBELL				3621 INDUSTRIAL PARK DR LENDIS CITY, TN 37771 855-386-9728 www.hubbellpowersystems.com				LOC LC	
REV	DATE	WGT	SCALE	BY	DATE	WGT	SCALE	BY	DATE	WGT	SCALE	BY	DATE
DWG	2/28/11	505#	270#	2/28/11	2/28/11	505#	270#	2/28/11	2/28/11	505#	270#	2/28/11	2/28/11
CHK	3/4/11	N.T.S.	N.T.S.	3/4/11	3/4/11	N.T.S.	N.T.S.	3/4/11	3/4/11	N.T.S.	N.T.S.	3/4/11	3/4/11
ENG	3/7/11	SIZE	B	3/7/11	3/7/11	SIZE	B	3/7/11	3/7/11	SIZE	B	3/7/11	3/7/11
APR	10/27/11	PROJECT NUMBER	102757	10/27/11	10/27/11	PROJECT NUMBER	102757	10/27/11	10/27/11	PROJECT NUMBER	102757	10/27/11	10/27/11
SHEET 1 OF 1				DRAWING NUMBER PG3048Z929									



VERTICAL BRIDGE SITE NUMBER:
US-ND-5250
VERTICAL BRIDGE SITE NAME:
MNT-0051-AM-II
SITE ADDRESS
2005 HWY 2 E BYP
MINOT, ND 58701

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**PRELIMINARY
DRAWING**
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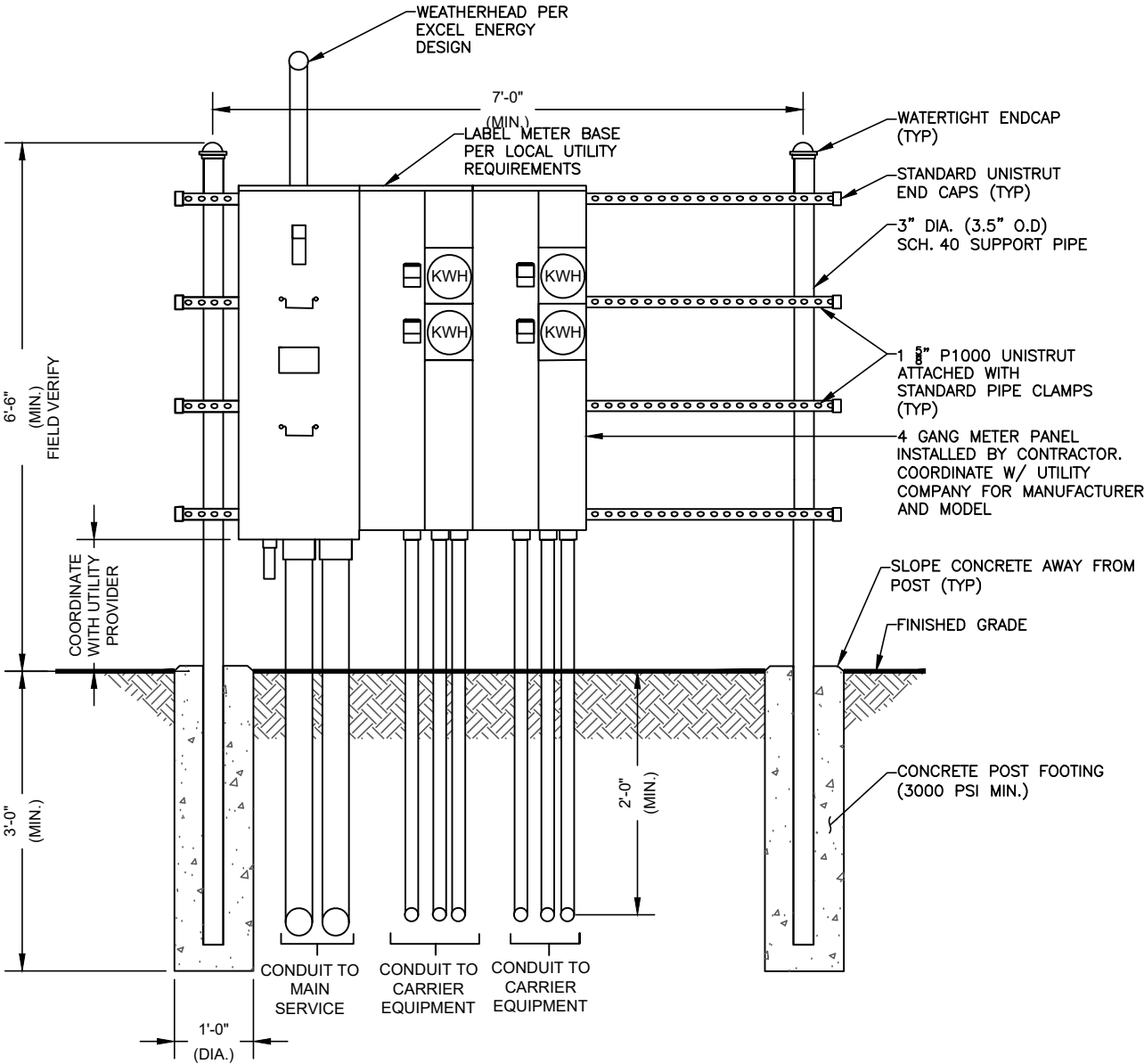
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DETAIL

SHEET NUMBER:

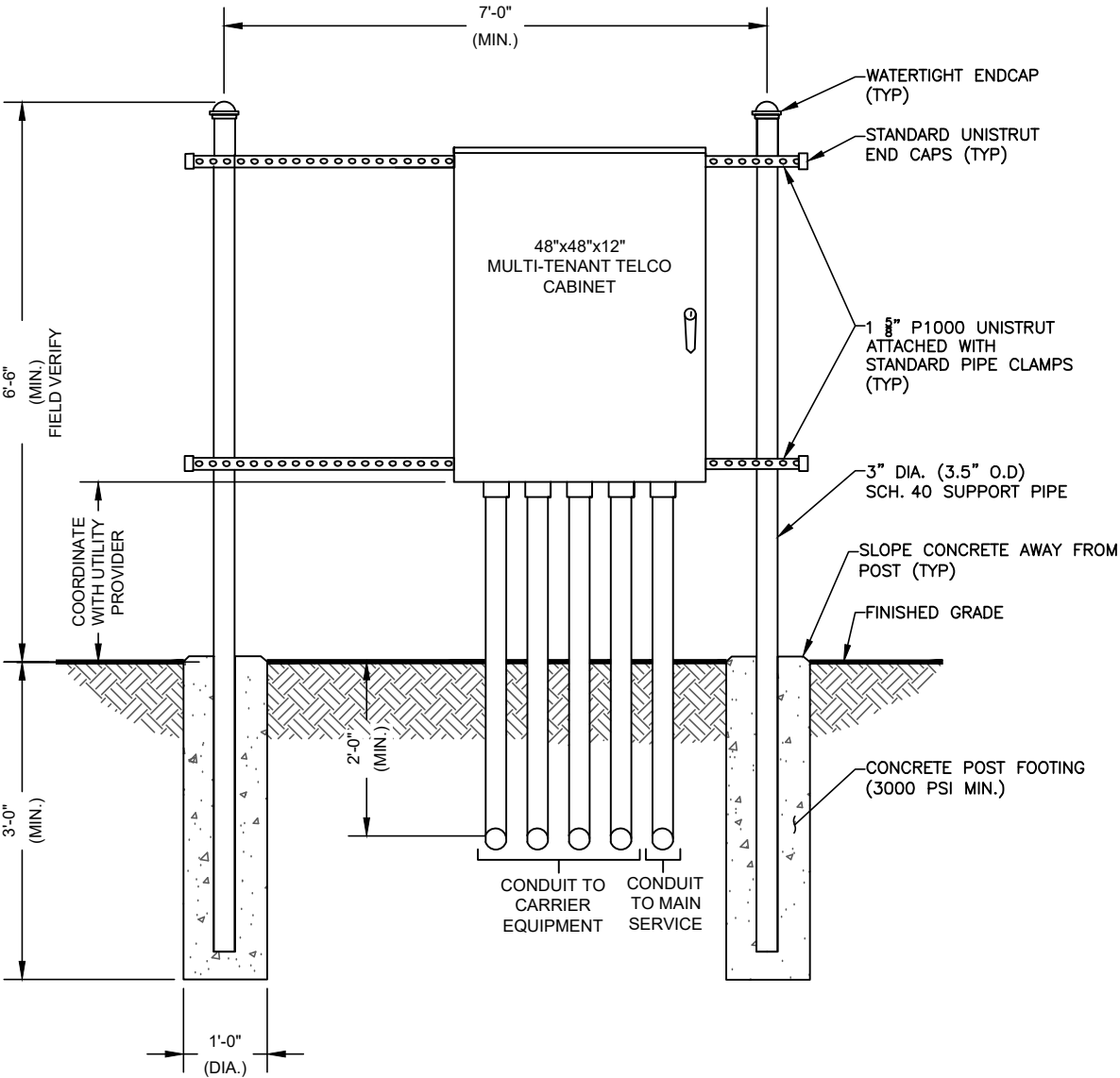
E-3

- NOTES:
- 1. CONTRACTOR SHALL FIELD LOCATE THE METER PEDESTAL AS SHOWN ON SITE PLAN. INSTALL THE METER PEDESTAL NEAR THE PERIMETER OF THE FENCED COMPOUND WITH THE METERS FACING AS SHOWN.
 - 2. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR THE CONDUIT RUN TO THE MAIN SERVICE CONNECTION OR TRANSFORMER.
 - 3. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR GROUND ROD REQUIREMENTS. IF REQUIRED, THE CONTRACTOR SHALL ORDER AND PAY FOR NECESSARY GROUND TESTS.
 - 4. SUPPORT POST AND UNISTRUT SHALL BE GALVANIZED. PIPE CLAMPS AND HARDWARE SHALL BE GALVANIZED OR STAINLESS STEEL.
 - 5. TELCO CABINET SHALL BE 48"x48"x12" HOFFMAN OR EQUIVALENT. PROVIDE 3/4" PLYWOOD BACKBOARD INSIDE THE MULTI-TENANT TELCO CABINET.
 - 6. ADJUSTMENTS TO THE METER PEDESTAL DESIGN MAY BE REQUIRED DEPENDING ON THE EXACT METER PANEL INSTALLED. CONTRACTOR SHALL FIELD COORDINATE ADJUSTMENTS AND INFORM THE ENGINEER IF ANY UNUSUAL CONDITIONS ARE FOUND TO EXIST.



1 UTILITY FRAME DETAIL (GANG METER)
SCALE: N.T.S.

- STEEL NOTES:
- 1. ALL STEEL ITEMS SHALL BE HOT-DIP GALVANIZED IN CONFORMANCE WITH ASTM A153
 - 2. SPRAY ALL WELDS WITH Z.R.C. (ZINC RICH PAINT)
 - 3. ALL STEEL CONNECTIONS SHALL BE "STANDARD CONNECTIONS" UNLESS OTHERWISE INDICATED.



2 UTILITY FRAME DETAIL (TELCO)
SCALE: N.T.S.



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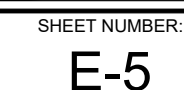
UTILITY H-FRAME
DETAIL

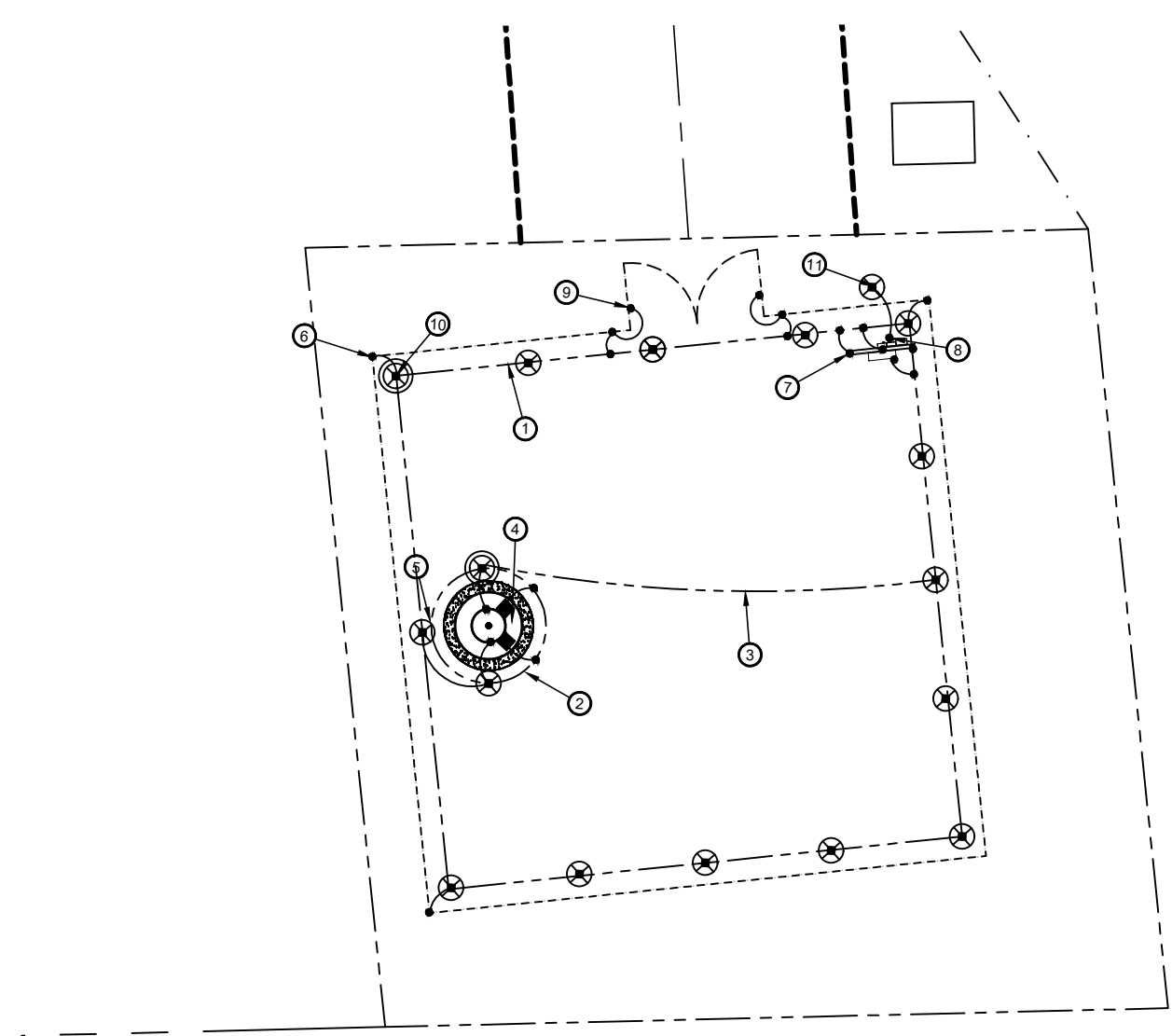
SHEET NUMBER:

E-4

ADDITIONAL REQUIREMENTS NOTES,
COMMENTS, AND TIME FRAMES:

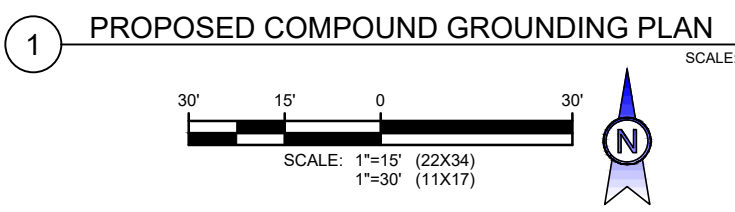
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FOR TECHNICAL QUESTIONS RELATED TO THE GROUNDING AND REQUIREMENTS OF THE DETUNING KIT, PLEASE CONTACT:

PLEASE DIRECT TECHNICAL QUESTIONS TO:
PATRICK SMITH, AM ENGINEERING AND REGULATORY
P: 702.370.8221 E-MAIL: PSMITH@INFRASERVICES.COM



- GROUNDING SCHEDULE:**
1. PROVIDE #2 COPPER GROUND RING BURIED AT MINIMUM 30" BELOW GRADE.
 2. BOND TOWER BAR NONE GROUND BAR WITH TAMPER RESISTANT MOUNTING HARDWARE TO TOWER GROUND RING USING (2)-#2 AWG SBTC CONDUCTOR SLEEVED IN " PVC 12" PVC CONDUIT,BOND TOWER GROUND BAR TO GROUND RING.
 3. BOND TOWER GROUND RING TO COMPOUND GROUND RING (TYP.)
 4. BOND TOWER TO TOWER GROUND RING TYPICAL 2 PLACES
 5. GROUND NEW TOWER FOUNDATION REBAR TO TOWER GROUND RING.
 6. BOND ALL FENCE POST WITHIN 6' OF GROUND RING TO GROUND RING.
 7. BOND EQUIPMENT H-FRAME POST TO GROUND RING. (TYP.)
 8. BOND METER CAN W/ 2 HOLE LUG MEETING NEC CODE 250.94 @ METER TO SERVICE ENTRANCE GROUND ROD.
 9. BOND EACH FENCE/GATE POST TO GROUND RING.
 10. INSPECTION SLEEVE.
 11. SERVICE ENTRANCE GROUND ROD.

- GENERAL GROUNDING NOTES:**
1. PROVIDE CHEMICAL GROUND RODS WHEN DRIVEN RODS ARE NOT PRACTICAL OR WHERE A STANDARD 5 OHMS RESISTANCE CANNOT BE OBTAINED AT THE SITE LOCATION SHALL BE DETERMINED ON SITE BY PROJECT MANAGER.
 2. AFTER SITE GROUNDING IS COMPLETED THE GROUNDING INSTALLATION SHALL TEST AT 5 OHMS OR LESS.
 3. BAR NONE GROUNDING SYSTEM TO BE USED IN PLACE OF GROUND BARS ON GROUND LEVEL.

AM DETUNING REQUIRED. AM DETUNING TO BE INSTALLED BY GC AND SUPERVISED BY INFRASERVICES. PLEASE REACH OUT TO PATRICK SMITH, AM ENGINEERING AND REGULATORY P: 702-709-8221, INFRASERVICES, PRIOR TO STACKING MONOPOLE TO SCHEDULE PRE AND POST STUDIES AND THE INSTALLATION OF THE AM DETUNING KIT.

GROUNDING SYMBOLS LEGEND	
	GROUND ROD WITH ACCESS
	GROUND ROD
	EXOTHERMIC CONNECTION
	MECHANICAL CONNECTION
	COMPRESSION CONNECTION
	GROUND BAR
	GROUND WIRE
	TINNED COPPER GROUND BAR 1/4"X4"X12" OR 1/4"X4"X20"
CGB	COLLECTOR GROUND BAR
MGB	MAIN GROUND BAR



VERTICAL BRIDGE SITE NUMBER:
US-ND-5250

VERTICAL BRIDGE SITE NAME:
MNT-OO51-AM-II

SITE ADDRESS
2005 HWY 2 E BYP
MINOT, ND 58701

ISSUED FOR:			
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**PROPOSED COMPOUND
GROUNDING PLAN**

SHEET NUMBER:
G-1

GROUNDING NOTES:

1. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
2. ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE.
3. ALL WIRES SHALL BE AWG THHN/THWN COPPER UNLESS NOTED OTHERWISE.
4. GROUNDING CONNECTIONS TO GROUND RODS, GROUND RING WIRE, TOWER BASE AND FENCE POSTS SHALL BE EXOTHERMIC ("CADWELDS") UNLESS NOTED OTHERWISE. CLEAN SURFACES TO SHINY METAL. WHERE GROUND WIRES ARE CADWELDED TO GALVANIZED SURFACES, SPRAY CADWELD WITH GALVANIZING PAINT.
5. GROUNDING CONNECTIONS TO GROUND BARS ARE TO BE TWO-HOLE BRASS MECHANICAL CONNECTORS WITH STAINLESS STEEL HARDWARE (INCLUDING SCREW SET) CLEAN GROUND BAR TO SHINY METAL. AFTER MECHANICAL CONNECTION, TREAT WITH PROTECTIVE ANTIOXIDANT COATING.
6. GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH MANUFACTURER'S GROUNDING KITS.
7. ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 12" RADIUS.
8. INSTALL #2 AWG GREEN-INSULATED STRANDED WIRE FOR ABOVE GRADE GROUNDING AND #2 BARE TINNED COPPER WIRE FOR BELOW GRADE GROUNDING UNLESS OTHERWISE NOTED.
9. REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELDS") TO ANTENNA MOUNTS AND GROUND RING. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION FITTINGS. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO-HOLE LUGS.
10. THE GROUND ELECTRODE SYSTEM SHALL CONSIST OF DRIVEN GROUND RODS POSITION ACCORDING TO GROUNDING PLAN. THE GROUND RODS SHALL BE 5/8"x10'-0" COPPER CLAD STEEL INTERCONNECTED WITH #2 BARE TINNED COPPER WIRE BURIED 36" BELOW GRADE. BURY GROUND RODS A MAXIMUM OF 15' APART, AND A MINIMUM OF 8' APART.
11. IF ROCK IS ENCOUNTERED GROUND RODS SHALL BE PLACED AT AN OBLIQUE ANGLE NOT TO EXCEED 45°.
12. EXOTHERMIC WELDS SHALL BE MADE IN ACCORDANCE WITH ERICO PRODUCTS BULLETIN A-AT.
13. CONSTRUCTION OF GROUND RING AND CONNECTIONS TO EXISTING GROUND RING SYSTEM SHALL BE DOCUMENTED WITH PHOTOGRAPHS PRIOR TO BACKFILLING SITE. PROVIDE PHOTOS TO THE VERIZON WIRELESS CONSTRUCTION MANAGER.
14. ALL GROUND LEADS EXCEPT THOSE TO THE EQUIPMENT ARE TO BE #2 BARE TINNED COPPER WIRE. ALL EXTERIOR GROUND BARS TINNED COPPER.
15. PRIOR TO INSTALLING LUGS ON GROUND WIRES, APPLY THOMAS & BETTS KOPR-SHIELD (TM OF JET LUBE INC.). PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS, APPLY KOPR-SHIELD OR EQUAL.
16. ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT IMPEDANCE DOES NOT EXCEED FIVE OHMS TO GROUND BY MEANS OF "FALL OF POTENTIAL TEST". TEST SHALL BE WITNESSED BY A AT&T REPRESENTATIVE, AND RECORDED ON THE "GROUND RESISTANCE TEST" FORM.
17. WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO GROUND RING, INSTALL WIRE IN 3/4" PVC SLEEVE, FROM 1' BELOW GRADE AND SEAL TOP WITH SILICONE MATERIAL.
18. PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDIZATION PAINT.
19. ANY SITE WHERE THE EQUIPMENT (BTS, CABLE BRIDGE, PPC, GENERATOR, ETC.) IS LOCATED WITHIN 6 FEET OF METAL FENCING, THE GROUND RING SHALL BE BONDED TO THE NEAREST FENCE POST USING (3) RUNS OF #2 BARE TINNED COPPER WIRE.

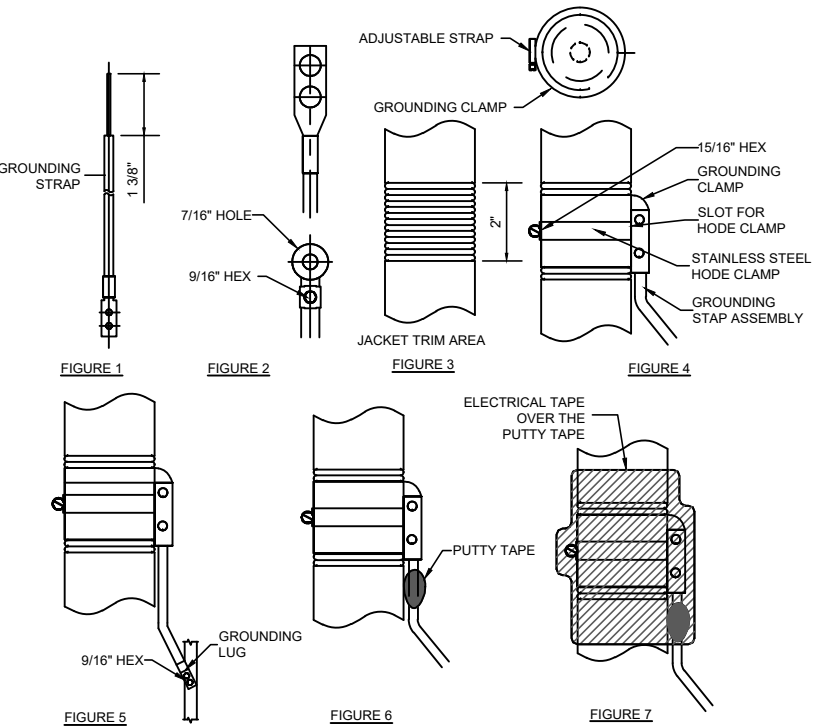
CABLE COLOR CODING NOTES:

1. SECTOR ORIENTATION/AZIMUTH WILL VARY FROM REGION AND IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND FUNCTION OF EACH TOWER SECTOR FACE.
2. THE ANTENNA SYSTEM CABLES SHALL BE LABELED WITH VINYL TAPE EXCEPT IN LOCATIONS WHERE ENVIRONMENTAL CONDITIONS CAUSE PHYSICAL DAMAGE, THEN PHYSICAL TAGS ARE PREFERRED.
3. THE STANDARD IS BASED ON EIGHT COLORED TAPES - RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE & VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR SUBCONTRACTOR ON SITE.
4. USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLES BY SECTOR AND NUMBER AS SHOWN ON "CABLE MARKING COLOR CONVENTION TABLE".
5. WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN GSM/3G AND IS-136 TDMA IS ENCOUNTERED, THE SUBCONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING AND TAGGING STANDARD THAT IS OUTLINED IN THE CURRENT VERSION OF ND-00027. IN THE ABSENCE OF AN EXISTING COLOR CODING TAGGING SCHEME, OR WHEN INSTALLING PROPOSED COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE REGARDLESS OF TECHNOLOGY.
6. ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE A MINIMUM OR (3) WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
7. ALL COLOR BANDS INSTALLED AT THE TOP OF TOWER SHALL BE A MINIMUM OF 3" WIDE AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE IN BETWEEN EACH COLOR.
8. ALL COLOR CODES SHALL BE INSTALLED AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE TO SIDE.
9. IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE GSM TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.

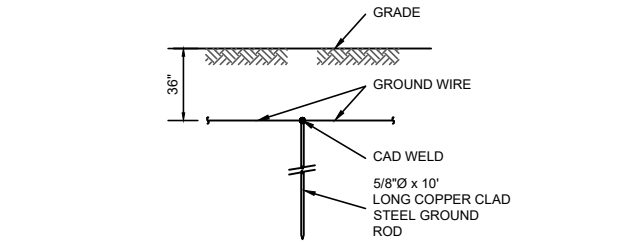
CABLE MARKING TAGS:

WHEN USING THE ALTERNATIVE LABELING METHOD, EACH RF CABLE SHALL BE IDENTIFIED WITH A METAL ID TAG MADE OF STAINLESS STEEL OR BRASS. THE TAG SHALL BE 1-1/2" IN DIAMETER WITH 1/4" STAMPED LETTERS AND NUMBERS INDICATION THE SECTOR, ANTENNA POSITION AND CABLE NUMBER. ID MARKING LOCATIONS SHOULD BE AS PER "CABLE MARKING LOCATIONS TABLE". THE TAG SHOULD BE ATTACHED WITH CORROSION PROOF WIRE AROUND THE CABLE AT THE SAME LOCATION AS DEFINED ABOVE. THE TAG SHOULD BE LABELED AS SHOWN ON THE "GSM AND UMTS LINE TAG" DETAIL.

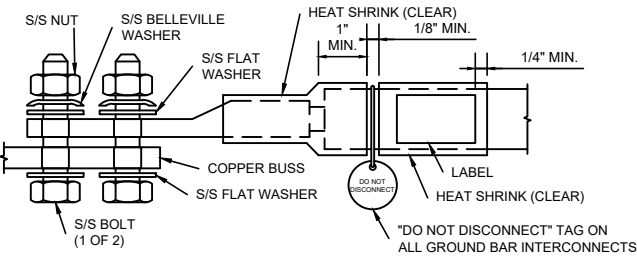
CABLE MARKING LOCATIONS TABLE	
NO.	LOCATIONS
1	EACH JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
2	EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS AT THE TOP JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS PRIOR TO ENTERING THE BTS OR SHELTER.
3	CABLE ENTRY PORT ON THE INTERIOR OF SHELTER.
4	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.
5	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.



5 GROUNDING STRAP WEATHERPROOFING DETAIL
SCALE: NOT TO SCALE

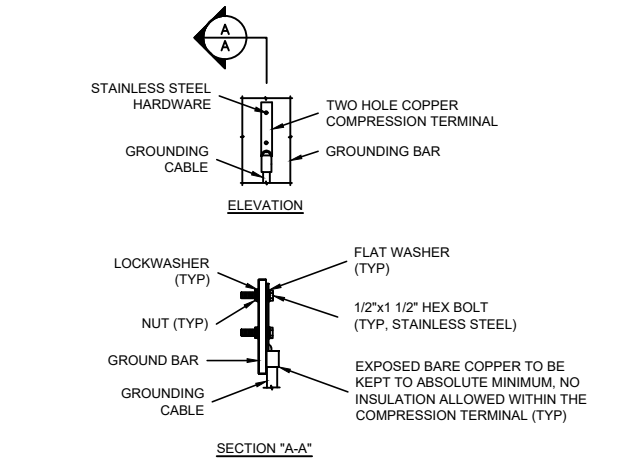


3 GROUNDING ROD DETAIL
SCALE: NOT TO SCALE



- NOTES:
1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING BELLEVILLES. COAT ALL SURFACES WITH ANTI-OXIDATION COMPOUND BEFORE MATING.
2. FOR GROUND BOND TO STEEL ONLY: INSERT A DRAGON TOOTH WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH ANTI-OXIDATION COMPOUND.
3. COAT ALL BARRELS WITH ANTI-OXIDATION COMPOUND BEFORE CRIMPING.

4 GENERAL LUG DETAIL
SCALE: NOT TO SCALE



- NOTE:
1. "DOUBLING UP" OR "STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. OXIDE INHIBITING COMPOUND TO BE USED AT ALL LOCATIONS.

6 TYPICAL GROUND BAR CONNECTION DETAIL
SCALE: NOT TO SCALE



VERTICAL BRIDGE SITE NUMBER:

US-ND-5250

VERTICAL BRIDGE SITE NAME:

MNT-OO51-AM-II

SITE ADDRESS

2005 HWY 2 E BYP

MINOT, ND 58701

ISSUED FOR:			
REV	DESCRIPTION	BY	DATE
A	PRELIMS	KMM	06/16/25
B	REVISED SITEPLAN	KMM	06/24/25
C	REVISED PRELIM	KMM	07/23/25
D	REVISED PRELIM	KMM	07/28/25
E	REVISED PRELIM	KMM	07/28/25

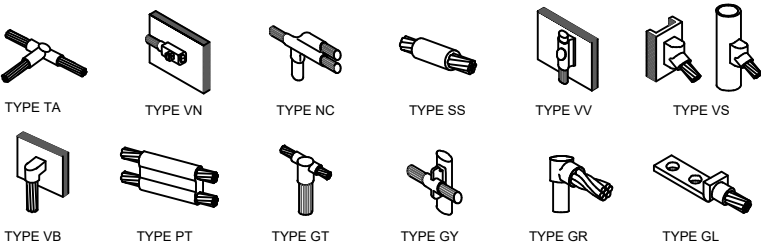
PRELIMINARY
DRAWING
(NOT VALID UNLESS
STAMPED AND SIGNED)

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

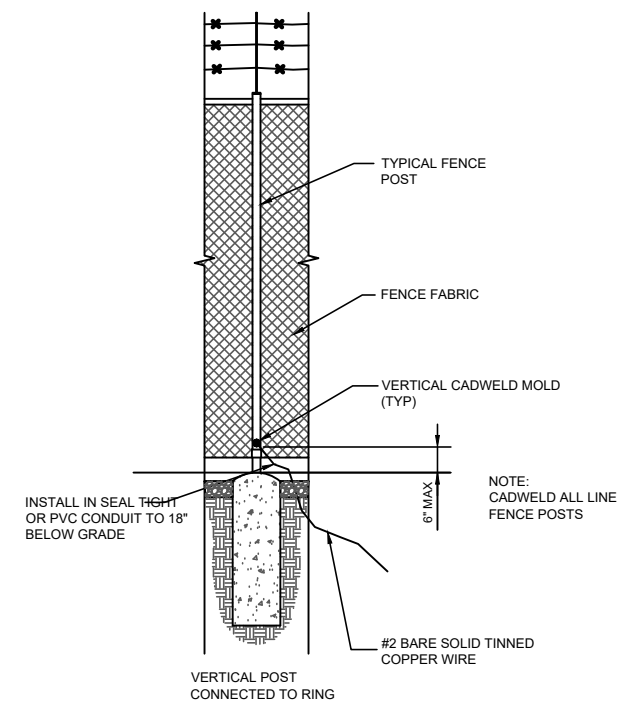
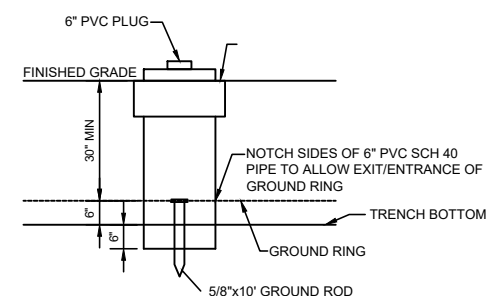
GROUNDING DETAILS

SHEET NUMBER:

G-2



1 CADWELL GROUNDING CONNECTION DETAILS
SCALE: NOT TO SCALE



TOGETHER PLANNING A BETTER TOMORROW
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 205-252-6985 www.smweng.com

VERTICAL BRIDGE SITE NUMBER:
US-ND-5250
VERTICAL BRIDGE SITE NAME:
MNT-0051-AM-II
SITE ADDRESS
2005 HWY 2 E BYP
MINOT, ND 58701

ISSUED FOR:			
REV	DESCRIPTION	BY	DATE
A	PRELIMS	KMM	06/16/25
B	REVISED SITEPLAN	KMM	06/24/25
C	REVISED PRELIM	KMM	07/23/25
D	REVISED PRELIM	KMM	07/28/25
E	REVISED PRELIM	KMM	07/28/25

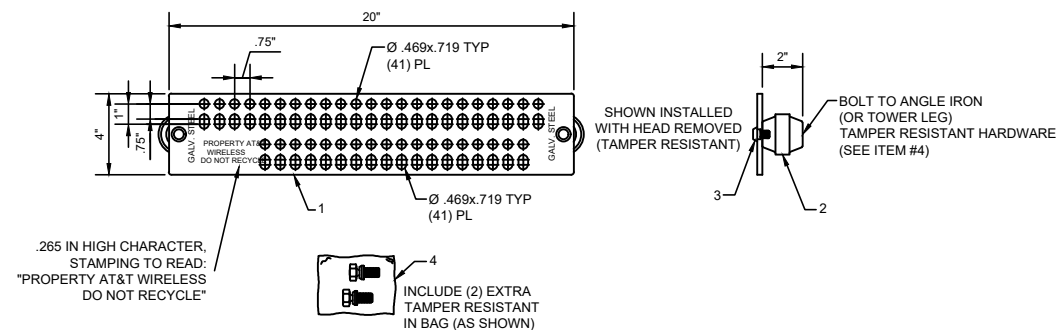
**PRELIMINARY
DRAWING
(NOT VALID UNLESS
STAMPED AND SIGNED)**

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE
ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL
ENGINEER, TO ALTER THIS DOCUMENT.

GROUNDING DETAILS

SHEET NUMBER:

G-3



4	02-009-0663-000 (SUB ASSEMBLY)	3/8-16x5/8" TORQUE SHEAR HEAD BOLT IN A STANDARD 4x6 BAG INCLUDES: (2) 3/8-16x5/8" TORQUE SHEAR HEAD BOLT (NON-REMOVABLE) WITH VIBRSEAL; STAINLESS STEEL (303) P/N 02-009-0603-000 (1) STANDARD 4"x6" BAG (P/N 03-009-0209-00)	1
3	02-009-0633-000	3/8-16x5/8" TORQUE SHEAR HEAD BOLT (NON-REMOVABLE) WITH VIBRSEAL; STAINLESS STEEL (303)	2
2	03-009-0118-000	2"x2" INSULATOR; FIBERGLASS	2
1	02-009-0672-000	20" GROUND BAR: STEEL; GALVANIZED	1
ITEM	PART NO.	DESCRIPTION	REQ

EMC
ELECTRIC MOTION CO., INC.
110 GROPPA DR./ BOX 626
WINSTED, CT 06098
PART #EM SGM420-BI-NR



INSTALLATION

1. THE TAPE SHALL BE LAID DIRECTLY ABOVE THE CABLE OR CONDUIT UNDER RIGID TYPE AND OIL MAT PAVEMENTS, AND DIRECTLY ON TOP OF THE COMPACTED EARTH SUBGRADE IMMEDIATELY BEFORE RESTORING THE PAVEMENT.
2. IN OPEN AREAS, THE TAPE SHALL BE LAID DURING THE BACKFILLING OPERATION ON SMOOTH, COMPACTED BACKFILL AT A DISTANCE OF 8" BELOW THE SURFACE OF THE AREA.
3. THE ENDS OF THE TAPE SHALL BE LAPPED APPROXIMATELY SIX (6) INCHES.
4. TAPE SHALL BE THE COLOR AS INDICATED AND HAVE THE FOLLOWING MARKINGS:

RED	CAUTION BURIED ELECTRIC LINE BELOW	CAUTION	CAUTION
ORANGE	CAUTION BURIED TELEPHONE LINE BELOW	CAUTION	CAUTION

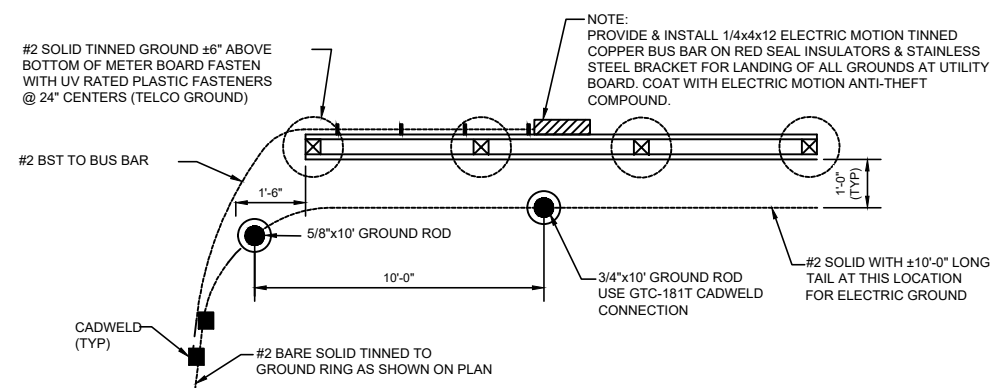
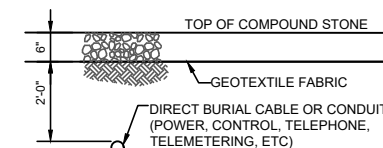


Exhibit 6



Tower Title & Closing

18 Imperial Place, Courtyard

Providence, RI 02903

(844) 944-2876

[COMMITMENT BEGINS ON NEXT PAGE]



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

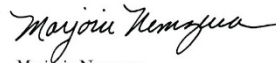
If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:


Randy Quirk
President

ATTEST


Marjorie Nemzura
Corporate Secretary

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27C170B

ALTA Commitment for Title Insurance (7-1-21)

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Fidelity National Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Tower Title, LLC**
 Issuing Office: **18 Imperial Place, Providence, RI 02903**
 Issuing Office's ALTA® Registry ID: **147759.1.27.34**
 Loan ID Number: **US-ND-5250**
 Commitment Number: **VTB-205860-C**
 Issuing Office File Number: **VTB-205860-C**
 Property Address: **2005 E Hwy 2 Bypass, Minot, ND 58701**
 Revision Number: **2**

SCHEDULE A

1. Commitment Date: **14th day of March, 2025**
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
 Proposed Insured: **Vertical Bridge CC AM LLC**
 Proposed Amount of Insurance: **\$250,000.00**
 The estate or interest to be insured: **FEE SIMPLE**
3. The estate or interest in the Land at the Commitment Date is: **FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in: **Vertical Bridge Landco, LLC, a Delaware limited liability company**
5. The Land is described as follows: **See Exhibit 'A' attached**

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By: _____
Authorized Signatory

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Lease from Vertical Bridge Landco, LLC, a Delaware limited liability company to Vertical Bridge CC AM LLC.

Additionally, all of the following Requirements must be cleared to the satisfaction of the Company:

5. The Company must be furnished proof of payment of all real property taxes and assessments that are due and payable, including but not limited to the following:

Type of Tax: County

For the period: 2024

In the amount of: \$1,770.71

- Installment 1: \$1,175.70

- Installment 2: \$595.01

Tax parcel ID: NE32.099.000.0011

Date Due:

- Installment 1: PAID; next due March 3, 2026

- Installment 2: PAID; next due October 15, 2026

Interest and penalties may accrue.

Notes:

6. Subject to review of current survey of tower site and easements prior to issuance of policy.

7. Mortgage, Fixture Filing, Security Agreement and Assignment of Leases and Rents in the amount of \$0.00 between Vertical Bridge CC AM, LLC, a Delaware limited liability company (borrower) and Wilmington Trust, National Association, Wilmington Trust Company (lender), dated October 19, 2016 and recorded December 2, 2016 in (instrument) 3003322 in Ward County, North Dakota.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

Additionally, the Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Specific Exceptions unless cleared to the satisfaction of the Company:

9. Rights of fee simple owners in and to the subject property.
10. Any and all matters disclosed on the map entitled "Plat" dated March 26, 1963 and recorded October 16, 1964 in (book) 3 (page) 35, (instrument) 463334 in Ward County, North Dakota.
11. Easement Agreement and Restrictive Covenants between Vertical Bridge Landco, LLC, a Delaware limited liability company; and Vertical Bridge CC AM, LLC, a Delaware limited liability company, dated October 19, 2016 and recorded December 2, 2016 in (instrument) 3003321, in Ward County, North Dakota.
12. Right of Way Easement between Vertical Bridge Landco, LLC; and SRT Communications, Inc., dated March 4, 2019 and recorded June 13, 2019 in (instrument) 6028717, in Ward County, North Dakota.

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13. Any and all matters disclosed on the unrecorded map entitled "North Dakota State Highway Right of Way Plat F-4-002" surveyed by Wayne Christensen.

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Fidelity National Title Insurance Company

EXHIBIT A

Township 155 North, Range 82 West of the 5th P.M.

Section 32: Lot A of Subdivision of Outlot 1 of the NW1/4NE1/4 and NE1/4NW1/4

Ward County, North Dakota

LESS AND EXCEPT:

All that portion of Lot A of Outlot 1 of the NE1/4NW1/4, of Sec. 32, Twp. 155 N., Rge. 82 W., 5th P.M., lying within a strip of land 198.0 ft. wide, measured on the southeasterly side of the following described highway centerline as surveyed and staked over and across said Lot A of Outlot 1:

Said centerline begins on the north line of said NE1/4W1/4 where said centerline is located 289.49 ft. west of the northeast corner of said NE1/4NW1/4; thence running N 39°07'23"E until said strip crosses the north line of said Lot A of Outlot 1.

Said strip is shown on the plat as Parcel No. 1 and contains 0.093 acres, excepting all that portion belonging to the Soo Line Railroad, all that portion previously acquired or lying within 33 ft. of the section line.

Further less and except any and all rail road right of ways.

Parcel ID No.: NE32.099.000.0011

This being a portion of the same property conveyed to Vertical Bridge Landco, LLC, a Delaware limited liability company from Vertical Bridge CC AM, LLC, a Delaware limited liability company f/k/a iHeartMedia Tower Co. I (AM), LLC in a Special Warranty Deed dated October 19, 2016 and recorded December 2, 2016 as Instrument No. 303320 in Ward County, North Dakota.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C276B

ALTA Commitment for Title Insurance (7-1-21)

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3003320

12/02/2016 01:45:06 PM Page: 1 of 5 \$22.00

DEED OLD REPUBLIC TITLE

Betty Braun, County Recorder Ward, ND

Recorder's Office, Ward, ND 12/02/2016 01:45:06 PM
I certify that this instrument was filed for record this date.
Betty Braun, County Recorder

by

Betty Braun

3003320



NE320990000011

(Above 3 1/2" for Recorder's Use Only)

PREPARED BY:

Vertical Bridge LANDCO, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Phone: (561) 923-0734

*EXEMPT Per 11-18-02.2,
subsection 7(c)*

**RECORDING REQUESTED BY AND
UPON RECORDATION RETURN TO:**

Vertical Bridge LANDCO, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Phone: (561) 923-0734
Attn: General Counsel

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST
SUITE 1031
AKRON OHIO 44311
(330-436-6000)

16052873

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, *Vertical Bridge CC AM, LLC, a Delaware limited liability company f/k/a iHeartMedia Tower Co. I (AM), LLC, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 (hereinafter, together with its successors and assigns, referred to collectively as the "Grantor"), hereby grants, bargains, sells and conveys to *Vertical Bridge LANDCO, LLC, a Delaware limited liability company, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487

***NOTICE TO RECORDER:** This instrument conveys real property to a business entity that is wholly owned by the same parent entity as the Grantor, not in exchange for any ownership interests in such business entity nor for any monetary consideration. Accordingly, [no][nominal transfer tax in the amount of \$ _____] is due in connection with this conveyance.

US-ND-5020

MNT-005

(hereinafter, together with its successors and assigns, referred to collectively as the "Grantee"), the following:

A certain tract or parcel of land, together with any improvements thereon and all rights, easements and privileges appurtenant or belonging thereto, described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same in fee simple forever, subject to: (i) any matters of record as of the date hereof, (ii) any easements, rights of public utility companies, rights of way, covenants, conditions, licenses, restrictions, reservations of mineral rights (with surface rights being waived) or similar non-monetary encumbrances that do not (a) impair the use or operation of the Property as a communications tower facility, including the rental to subtenants or (b) constitute an option, right of first refusal or other right to acquire the property, (iii) rights of tenants in possession of the Property pursuant to tenant leases, (iv) agreements with governmental authorities related to the construction, use, or operation of the Property, (v) zoning laws and other laws related to the use and operation of communications towers, and (vi) taxes, special assessments, government charges or levies not yet due and payable (the "Permitted Exceptions").

AND, subject to the Permitted Exceptions, Grantor hereby warrants and agrees to forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

[Remainder of page intentionally left blank; signature pages of the parties hereto follow immediately hereafter.]

EXECUTED as of the 19th day of October, 2016.

GRANTOR:

VERTICAL BRIDGE CC AM, LLC, a Delaware limited liability company

By: _____
Name: Daniel Marinberg
Title: Vice President

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

THIS INSTRUMENT was acknowledged before me on October 19th, 2016, by Daniel Marinberg, the Vice President of Vertical Bridge CC AM, LLC, a Delaware limited liability company, on behalf of said company.

WITNESS my hand and official seal.



Notary's Signature
Printed Name: Kristen O'Connor-Gay-Crosier
My commission expires: January 11, 2019
(SEAL)

I certify that the full consideration paid for the property described in this deed:

() is \$ _____.

() has been reported to the N.D. state Board of Equalization.

(X) is exempted from filing requirements by NDCC 11-18-02.2(7)(c)

Date: October 19, 2016

GRANTOR:

VERTICAL BRIDGE CC AM, LLC, a Delaware limited liability company

By: _____

Name: Daniel Marinberg

Title: Vice President

EXHIBIT A

Legal Description

✓ Township 155 North, Range 82 West of the 5th P.M.
Section 32: Lot A of Subdivision of Outlot 1
of the NW1/4NE1/4 and NE1/4NW1/4
Ward County, North Dakota

Taxes and special assessments paid
and transfer accepted this 2nd day
of December, 20 16
Ward County Auditor / Treasurer

Prior deed: Document No. 2787461 of the Ward County records.

The above legal description was obtained from a previously recorded instrument known as
Document No. 2787461 of the Ward County records.

2988299

07/20/2015 02:11:38 PM Page: 1 of 5 \$22.00

DEED OLD REPUBLIC

Betty Braun, County Recorder Ward, ND



Recorder's Office, Ward, ND 07/20/2015 02:11:38 PM
I certify that this instrument was filed for record this date.
Betty Braun, County Recorder

by

Betty Braun

2988299



14096962KE
PREPARED BY:

(Above 3 1/2" for Recorder's Use Only)

David Brigleb, Esq.
Kirkland & Ellis LLP
300 N. LaSalle Street
Chicago, Illinois 60654

**RECORDING REQUESTED BY AND
UPON RECORDATION RETURN TO:**

Daniel Marinberg, Esq., General Counsel
Vertical Bridge CC Parent, LLC
951 Broken Sound Parkway, Suite 320
Boca Raton, FL 33487

SPECIAL WARRANTY DEED

64018

For the consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, iHeartMedia + Entertainment, Inc., a Nevada corporation, formerly known as Clear Channel Broadcasting, Inc., with an address at 2625 South Memorial Drive, Suite A, Tulsa, OK 74129, Attention: Steve Davis, Senior Vice President - Real Estate, Facilities & Capital Management, (hereinafter, together with its successors and assigns, referred to collectively as the "Grantor"), hereby grants, bargains, sells and conveys to iHeartMedia Tower Co. 1 (AM), LLC, a Delaware limited liability company, with an address at Vertical Bridge CC Parent, LLC, 951 Broken Sound Parkway, Suite 320, Boca Raton, FL 33487, Attention: Daniel Marinberg, Esq., General Counsel, (hereinafter, together with its successors and assigns, referred to collectively as the "Grantee"), the following:

KE 35332609

MNT-005 ND Deed

A certain tract or parcel of land, together with any improvements thereon and all rights, easements and privileges appurtenant or belonging thereto, described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same in fee simple forever, subject to: (i) any matters of record as of the date hereof, (ii) any easements, rights of public utility companies, rights of way, covenants, conditions, licenses, restrictions, reservations of mineral rights (with surface rights being waived) or similar non-monetary encumbrances that do not (a) impair the use or operation of the Property as a communications tower facility, including the rental to subtenants or (b) constitute an option, right of first refusal or other right to acquire the property, (iii) rights of tenants in possession of the Property pursuant to tenant leases, (iv) agreements with governmental authorities related to the construction, use, or operation of the Property, (v) zoning laws and other laws related to the use and operation of communications towers, and (vi) taxes, special assessments, government charges or levies not yet due and payable (the "Permitted Exceptions").

AND, subject to the Permitted Exceptions, Grantor hereby warrants and agrees to forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

[Remainder of page intentionally left blank; signature pages of the parties hereto follow immediately hereafter.]

EXECUTED as of this 25 day of March, 2015.

iHeartMedia + Entertainment, Inc., a
Nevada corporation

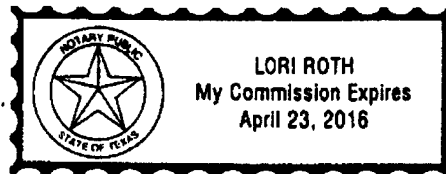
By: [Signature]
Name: Scott T. Bick
Title: Senior Vice President-Tax

STATE OF Texas)
COUNTY OF Bexar) SS.

THIS INSTRUMENT was acknowledged before me on March 25, 2015,
by Scott T. Bick, the Senior Vice President-Tax of iHeartMedia + Entertainment, Inc., a Nevada
corporation, on behalf of said corporation.

WITNESS my hand and official seal.

[Signature]
Notary's Signature
Printed Name: Lori Roth
My commission expires: 4-23-16
(SEAL)



I certify that the full consideration paid for the property described in this deed:

() is \$ _____.

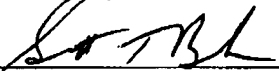
() has been reported to the N.D. state Board of Equalization.

(X) is exempted from filing requirements by NDCC 11-18-02.2(7)(c)

Date: March 25, 2015

Grantee or Agent:

iHeartMedia Tower Co. I (AM), LLC, a Delaware limited liability company

By: 

Name: Scott T. Bick

Its: Senior Vice President-Tax

EXHIBIT A

Legal Description

✓ Township 155 North, Range 82 West of the 5th P.M.
Section 32: Lot A of Subdivision of Outlot 1
of the NW1/4NE1/4 and NE1/4NW1/4
Ward County, North Dakota

Prior deed: Document No. 2787461 of the Ward County records.

The above legal description was obtained from a previously recorded instrument known as Document No. 2787461 of the Ward County records.

Taxes and special assessments paid
and transfer accepted this 20th day
of July, 2015
[Signature]
Ward County Auditor / Treasurer



2787461

Page: 1 of 3

09/13/2000 10:48A

13.00 Ward County, ND

ND

7

This indenture, made this 14 day of September,
2000, between Roberts Radio Borrower, L.L.C. , a limited liability company
~~XXXXXXX~~ under the laws of the State of Delaware
grantor and, Clear Channel Broadcasting, Inc. grantee,
whether one or more, whose post office address is
200 Concord Plaza
San Antonio, Texas 78216

Witnesseth, for and in consideration of the sum of
Twenty Eight Thousand Seven Hundred
(\$28,700) Dollars, grantor does hereby grant to the grantee all of
the
following real property lying and being in the County of
Ward
State of North Dakota, and described as follows, to-wit:

See schedule A attached hereto and made a part hereof. This legal
description was obtained from a previously recorded instrument.

I certify that a report of the full
Consideration paid has been filed
With the State Board of Equalization.

Signed P. Lyndal Date 9-13-00
Grantee or Agent

And the grantor, for its successors and assigns, does hereby covenant
with the
grantee, to warrant and defend the title to the premises hereby conveyed
against
the claims of every person whatsoever claiming by, through or under the
grantor.

In testimony whereof, the grantor has caused these presents to be
executed in
its corporate name by its Manager and its

~~_____ and its corporate seal to be hereunto affixed.~~

Roberts Radio Borrower, L.L.C.

By Roberts Radio L.L.C.

Its Manager

[Signature]
By Robert B. Sherman

Its President and manager

Page 122 of 192

Schedule A NE 320099000011

Township 155 North, Range 82 West of the 5th P.M.
Section 32: Lot A of Subdivision of Outlot 1
of the NW1/4NE1/4 and NE1/4NW1/4
Ward County, North Dakota

Taxes and special assessments paid
and transfer accepted this 13th day
of September, 2000.

Dave Senger by
Ward County Auditor

Darla Vaagen Deputy



DEVINE ABSTRACT CO D

2787461

Page: 3 of 3

09/13/2000 10:48A

13.00 Ward County, ND

CLASS CASE, 1940-1941, E.C. (BAND 19)

Subscribed and sworn to before me this 1st day of May, 1907.

By David Senzer County Auditor

By Merice Osterberg Deputy

CERTIFICATE OF GRANTEE AUTHORIZATION

I, Brendan Gleeson, Vice-President of Robert's Radio Borrower L.L.C. ("Grantee"),
certify that the Grantee paid to Community Airwaves Corporation ("Grantor") as full consideration
the sum of Twenty Five Thousand and no/100 Dollars (\$25,000.00) for the real property located
in Ward County, more particularly described as follows:

Township 155 North, Range 82 West of the 5th P.M. Section 32: Lot A of
Subdivision of Outlot 1 of the NW1/4NE1/4 and NE1/4NW, Ward County, North
Dakota.

ROBERT'S RADIO BORROWER, L.L.C.

By: 

Brendan Gleeson

Its: Vice-President

OK 1000 Broadcasting
1000 724 1st St No.
5692 Miles Mn.
55401

676246

This Warranty Deed, made October 1, 1989, between DAKOTA RADIO, INC., a North Dakota corporation of the City of Minot, County of Ward, State of North Dakota, referred to as GRANTOR, and CHRISTOPHER T. DAHL, of 303 Edina Executive Plaza, 5200 Willson Road, Edina, Minnesota 55424, referred to as GRANTEE:

GRANTOR, in consideration of Ten Thousand

Dollars (\$ 10,000.00) now received, by _____

Township 155 North, Range 82 West of the 5th P.M.

Section 32: Lot A of Subdivision of Outlot 1 of the NW1/4NE1/4
and NE1/4NW1/4

Ward County, North Dakota

GRANTOR covenants with GRANTEE that GRANTOR now is seized in fee simple of the property granted, that GRANTEE shall enjoy such property without any lawful disturbance, that such property is free from any encumbrances except those of record, that GRANTOR and all persons requiring any interest in such property through or for GRANTOR on demand will execute and deliver to GRANTEE, at the expense of GRANTEE, any further assurance that reasonably may be required, and that GRANTOR will warrant to GRANTEE all of the such property against every person lawfully claiming the same.

WITNESS THE HAND OF GRANTOR on the date first above written.

DAKOTA RADIO, INC.

By: [Signature]

Its: [Signature]

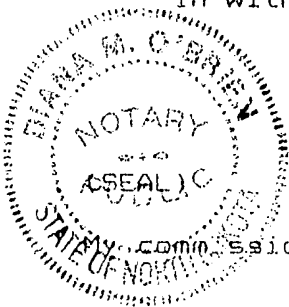
State of NORTH DAKOTA)

: ss

County of BARNES)

On this the 2 day of October, 1989, before me, the undersigned officer, personally appeared Robert E Ingstad, who acknowledge himself to be the President of DAKOTA RADIO, INC., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof, I hereunto set my hand and official seal.



Diana M O'Brien
Notary Public

DIANA M. O'BRIEN
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JUNE 14, 1995

Commission expires: _____

I certify that the full consideration paid for the property described in this deed is \$10,000.00; date 10/4/89; /s/ P Backmeier Agent

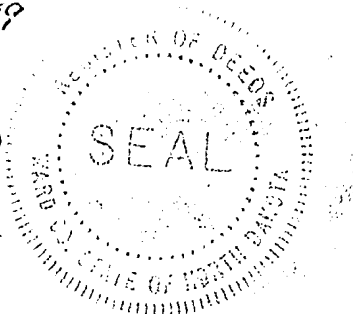
STATE OF NORTH DAKOTA } ss.
COUNTY OF WARD }

REGISTER OF DEEDS

I hereby certify that the within instrument was filed in this office for record on the 5 day of Oct A.D. 1989 at 4:06 o'clock P.M. and was duly recorded as Document 676246 of Deeds

Edwice Leinger
Register of Deeds

Deputy



Delinquent Taxes and Special Assessments or Installments of Special Assessments paid and master entered

on 5 day of Oct 1989

Edwice Leinger
Register, Ward Co., N. D.



Edwice Leinger 1760

AFFIDAVIT OF IDENTITY

COMES NOW Mark Swendsen being first duly sworn upon his oath and deposes and says as follows:

1. That he was at all times during its existence a shareholder and officer in that corporation known as Jer Mar Corporation which was incorporated on March 17, 1981 in the state of South Dakota.

2. That Jer Mar Corporation owned that property described as:

Township 155 North, Range 82 West of the 5th P.M.
Section 32: Lot A of Subdivision of Outlot 1 of
the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$, Ward County, North Dakota.

before conveying the same to Dakota Radio, Inc., a North Dakota corporation.

3. That at various times in the chain of title Jer Mar Corporation is inadvertently referred to as Jer-Mar, Inc.

4. Wherever the two names appear Jer Mar Corporation and Jer-Mar, Inc., they are one and the same and referred to that corporation whose proper name is Jer Mar Corporation.

5. That further affiant sayeth not.

Dated this 27th day of September 1989.

Mark Swendsen
Mark Swendsen

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF HUGHES)

On this the 27 day of September, 1989, before me, the undersigned officer, personally appeared MARK SWENDSEN, known to me or proven to be the person whose name is subscribed to the

within instrument and acknowledged that he executed the same for the purpose therein contained.

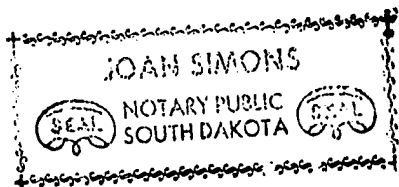
Subscribed and sworn to before me on the day and date written above.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Joan Simons
Notary Public

(SEAL)

My commission expires: 4-23-89



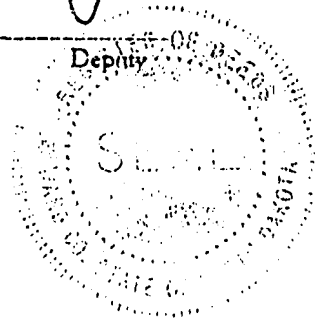
My Commission Expires
April 23, 1997

STATE OF NORTH DAKOTA }
COUNTY OF WARD } ss.

REGISTER OF DEEDS

I hereby certify that the within instrument was filed in this office for record on the 5 day of Oct A.D. 1989 at 4:05 o'clock P.M. and was duly recorded as Document 676245 of Mac

Ernie Reiniger
Register of Deeds



642822

THIS INDENTURE, Made this 2nd day of December in the year of our Lord One Thousand Nine Hundred and eighty-five, between

JER-MAR, Inc.,
whose postoffice address is P.O. Box 10, Minot, North Dakota 58702-0010,
part y of the first part, and Dakota Radio, Inc.,
whose postoffice address is c/o KOVC, Valley City, North Dakota 58072,
party of the second part.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration ----- DOLLARS, to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do es by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, FOREVER, all its tract s or parcels ----- of land and real estate lying and being in the County of Ward and State of North Dakota, described as follows, to-wit.

Lot A, Subdivision of Outlot 1, Section 32, Township 155 North, Range 82 West, less rights-of-way.

I CERTIFY THAT THE FULL CONSIDERATION PAID FOR THE
PROPERTY DESCRIBED IN THIS DEED IS \$ 10,000.00

Signed: [Signature] Date: 12-2-55
GRANTEE OR AGENT

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said party of the second part, its successors and assigns, FOREVER. And the said JER-MAR, Inc.

part y of the first part, for itself, its heirs, executors and administrators, do es covenant with the party of the second part, its successors and assigns, that it is well seized in fee of land, real estate and premises aforesaid, and ha s good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances,

STATE OF NORTH DAKOTA

County of WARD

} ss.

On this 2ND day of December in the year 1985, before me

personally appeared Jerry Gufensohn JR

President of JER-MAR, Inc.
known to me to be the ~~person~~ described in and who executed the within instrument, and acknowledged to me
that he executed the same., on behalf of said corporation.

J. R. WINTER
Notary Public, BARNES COUNTY, N. Dak.
My Commission Expires MAY 28, 1988

My commission expires.....19.....



602732

THIS INDENTURE, Made this..... day of August
in the year of our Lord one thousand nine hundred and eighty-one..... between KLOH, Inc.

whose postoffice address is Box 10, Minot
(a corporation under the laws of the State of North Dakota.....), party of the first part, and
Jer Mar Corporation

whose postoffice address is P. O. Box 10, Minot, N.D. 58701
of the County of Ward..... and State of North Dakota....., party
of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of.....
.....DOLLARS,
to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does by these presents,
GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns,
FOREVER, all that.....tract.....or parcel.....of land and real estate lying and
being in the County of Ward..... and State of North Dakota, described as follows, to-wit:

Lot A, Subdivision of Outlot 1, Section 32, Township 155 North, Range 82
West, less highway right of way, Ward County, North Dakota.

I certify that the full consideration paid for the
property described in this deed is \$25,000
Signed [Signature] 9-1-81
Notary or Agent

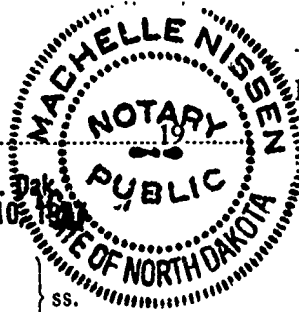
TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto
belonging or in anywise appertaining to the said party of the second part, its successors and assigns, FOREVER.
And the said KLOH, Inc.
party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors
and assigns, that it is well seized in fee of the land and premises aforesaid, and has good right to sell and convey the
same in manner and form aforesaid; and that the same are free from all incumbrances

STATE OF NORTH DAKOTA

County of Ward } ss.

On this..... day of ~~August~~ September in the year 19⁸¹, before me..... a Notary Public in and for said County and State, personally appeared Robert E. Ingstad known to me (proved to me on oath of.....) to be the President of the corporation that is described in, and that executed the within instrument, and acknowledged to me that such corporation executed the same.

My commission expires.....
MACHELLE NISSEN
Notary Public, Ward County, N. Dak.
My Commission Expires April 10, 1987



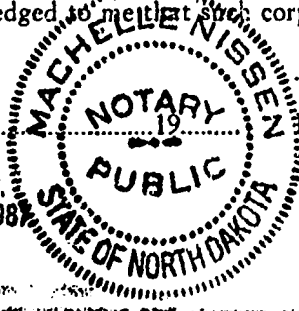
Machelle Nissen
Notary Public..... Ward County,
North Dakota.

STATE OF NORTH DAKOTA

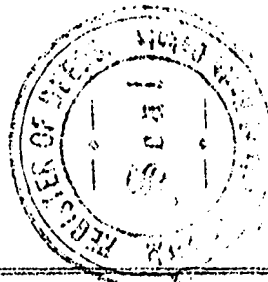
County of Ward } ss.

On this..... day of ~~August~~ September 19⁸¹, before me, Jan M. Ingstad, a Notary Public in and for the County of Ward and State of North Dakota, personally appeared Jan M. Ingstad and Robert E. Ingstad known to me to be the..... President and Secretary respectively, of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

My commission expires.....
MACHELLE NISSEN
Notary Public, Ward County, N. Dak.
My Commission Expires April 10, 1987



Machelle Nissen
Notary Public,..... Ward County,
North Dakota.



679919
MORTGAGE
SHORT TERM MORTGAGE REDEMPTION*

THIS INDENTURE, Made this First day of October, 1989, between
Christopher T. Dahl of Edina, Minnesota

Mortgagor, whether one or more, and Sturgis Radio, Inc., a South Dakota corporation, and
Leslie J. Kleven and Margaret E. Kleven of Sturgis, South Dakota
Mortgagee, whether one or more, whose post office address is P. O. Box 987, Sturgis, SD 57785

WITNESSETH, that the said Mortgagor, for and in consideration of these presents, does CRANT to the
Mortgagee, all of the following real property lying and being in the County of Ward
State of North Dakota, and described as follows, to-wit:

Township 155 North, Range 82 West of the 5th P.M.
Section 32: Lot A of Subdivision of Outlot 1 of
NW 1/4 NE 1/4 and NE 1/4 NW 1/4
Ward County, North Dakota

as security for a guarantee dated September 29, 1989,
from mortgagor to mortgagee, securing indebtedness in the amount of
\$275,000, together with interest at the rate of 10% per annum.

Notwithstanding the foregoing, \$10,000 of the indebtedness together
with interest at the rate of 10% per annum is secured by the Land
(defined above) located in Ward County, North Dakota.

And the said Mortgagor does covenant with the Mortgagee as follows: That he has good right to convey the
same; that the same are free from all incumbrances
Except: See Addendum One attached hereto and
incorporated by reference

and that the Mortgagee shall quietly enjoy and possess the same, and that the Mortgagor will warrant and de-
fend the title to the same against all lawful claims.

XX
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XX

And the Mortgagor does covenant and agree with the Mortgagee, to pay the principal and interest
on the debt hereby secured, in case of each or any foreclosure or com-
mencement of foreclosure of this mortgage, all costs and expenses and statutory attorney's fees in addition to all
sums and cost allowed in that behalf by law; to permit no waste, and to do or permit to be done, to said premises,
nothing that may in any manner impair or weaken the security under this mortgage; to pay all taxes or
assessments that may be assessed against or be a lien on said premises, or any part thereof, or upon this mort-
gage or note or the legal holder thereof, before the same shall become delinquent; to keep the buildings on said
premises insured against loss by fire and windstorm and
for not less than full insurable value

in companies acceptable to and with loss payable to, the Mortgagee; and in case of failure so to pay said taxes or assessments, or comply with any of the agreements hereunder, or in case there exists any claim, lien or incumbrance upon said premises, which is prior to the mortgage, the said Mortgagee may at his option, pay and discharge such taxes or other obligation and the sum or sums of money which may be so paid, with interest from the time of payment at the same rate as said principal sum, shall be deemed and are hereby declared to be a part of the debt secured by this mortgage and shall be immediately due and payable. It is further agreed and understood that this mortgage shall also cover any renewal note for the above described indebtedness or any portion thereof.

But if default shall be made in any of the provisions of this mortgage, the mortgagor does hereby authorize the said mortgagee to sell the hereby granted premises and convey the same to the purchaser agreeably to the statute in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on said note, and all taxes upon said lands, together with all costs and charges, and statutory attorney's fees, and pay the overplus, if any, to the said mortgagor. And if default be made by the mortgagor in any of the foregoing provisions it shall be lawful for the mortgagee, or his attorney to declare the whole sum above specified to be due.

*The parties hereto agree that the provisions of the Short Term Mortgage Redemption Act shall govern this mortgage.

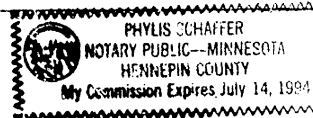
NOTICE OF WAIVER OF HOMESTEAD EXEMPTION		
I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale, and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.		
DATE _____	MORTGAGOR _____	MORTGAGEE _____

WITNESS The hand of the Mortgagor:

Christopher T. Dahl
Christopher T. Dahl, a single person

In the presence of

STATE OF ~~MINNESOTA~~ }
COUNTY OF ~~MINNESOTA~~ } ss.
HENNEPIN



On this 27th day of February, 1990, before me personally appeared

Christopher T. Dahl, a single person

known to me to be the person who is described in, and who executed the within and foregoing instrument, and severally acknowledged that he executed the same.

My commission expires July 14, 1994

*Strike out if not applicable

Notary Public

Phyllis Schaffer
County of Hennepin, Minnesota

MORTGAGE

Short Term Mortgage Redemption

OFFICE OF REGISTER OF DEEDS

STATE OF NORTH DAKOTA

COUNTY OF Ward

I hereby certify that the within instrument was filed for record in my office this 19

day of March, A.D., 1990

at 1:36 o'clock P.M., and

was duly recorded in Book 679919

Page 1

Phyllis Schaffer Registrar of Deeds

By Phyllis Schaffer Deputy

Riley Law Offices
308 Edison Executive Plaza
5200 Wilham Road - Edison, MN 55434

Addendum One to Mortgage Dated October 1, 1990

This instrument and the obligation evidenced hereby are subordinated, in the manner and to the extent set forth in an agreement (the "Agreement") dated October 1, 1990, by and among Sturgis Radio, Inc., a South Dakota corporation, CD Broadcasting Corporation of Brainerd, CD Broadcasting Corporation of Bemidji, CD Broadcasting Corporation of Grand Forks, CD Broadcasting Corporation of Minot, CD Broadcasting Corporation of Sturgis, each a Minnesota corporation, and Greyhound Financial Corporation, a Delaware corporation, ("Greyhound") to certain indebtedness or other obligations (including interest) owed by the makers of this instrument to Greyhound. Each holder of this instrument, by its acceptance hereof, (i) shall be bound by the Agreement and (ii) acknowledges that if and to the extent that any conflict exists between the terms of this instrument and the Agreement, the terms of the Agreement shall govern and be controlling.

24- 2400 Wilson Road - Edina, Minn. 55424

755163

PREPARED BY:

Lance W. Riley, Esq.
Attorney Registration No. 91741 (MN)
724 First Street North, Fourth Floor
Minneapolis, Minnesota 55401
(612) 330-9521

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:****COMMUNITY AIRWAVES CORPORATION**

724 North First St, 4th Floor
Minneapolis, MN 55401
Attention: Lance W. Riley, Esq.

(Space Above Line For Recorder's Use Only)

SATISFACTION OF MORTGAGE

I, Margaret E. Kleven, individually and as an officer of Sturgis Radio, Inc., State of South Dakota HEREBY CERTIFY, that a certain mortgage, bearing date the 1st day of October, 1989, executed by Christopher T. Dahl to Sturgis Radio, Inc. and Leslie J. Kleven (deceased) and Margaret E. Kleven of South Dakota, upon the following real property situated in the County of Ward in the State of North Dakota, to-wit:

Township 155 North, Range 82 West of the 5th P.M Section 32: Lot A of Subdivision of Outlot 1 of the NW ¼ NE ¼ and NE ¼ NW ¼, Ward County, North Dakota and recorded in the office of the Register of Deeds of said Ward County, North Dakota, as Document No. 676919 on the 19th day of March, 1990 is, with the indebtedness thereby secured, fully paid, satisfied and discharged.

Dated this 31 day of July, 1997.

Sturgis Radio, Inc.

By: Marguerite Kleven

Its: President

Marguerite E. Kleven
Margaret E. Kleven

South Dakota
STATE OF ~~MINNESOTA~~)
Meade) ss.
COUNTY OF ~~HENNEPIN~~)

On this the 31st day of July, 1997, before me, Ann Kniffen, the undersigned officer, personally appeared Marguerite E. Kleven known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

Ann Kniffen
Notary Public

Ann Kniffen
Notary Public
My Commission Expires January 28, 2001

South Dakota
STATE OF ~~MINNESOTA~~)
Meade) ss.
COUNTY OF ~~HENNEPIN~~)

On this the 31st day of July, 1997, before me, Ann Kniffen, the undersigned officer, personally appeared Marguerite E. Kleven known to me or satisfactorily proven to be the President of Sturgis Radio, Inc., and acknowledged that he executed the same on behalf of said corporation and for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

Ann Kniffen
Notary Public

Ann Kniffen
Notary Public
My Commission Expires January 28, 2001

STATE OF NORTH DAKOTA }
COUNTY OF WARD } ss.
REGISTER OF DEEDS

I hereby certify that the within instrument was filed in this office for record on the 18 day of Aug A.D. 1997 at 10:58 o'clock A.M. and was duly recorded as Document 755163 of State of North Dakota
Shirley L. Valen
Register of Deeds

Deputy

Robert Radio LLC
427 Bedford Rd. Ste 330
Albanyville N.Y.
(send copy + note) *10570.*

Recorder's Office, Ward, ND 12/02/2016 01:45:06 PM
I certify that this instrument was filed for record this date.
Betty Braun, County Recorder

by Betty Braun

3003322

THIS INSTRUMENT WAS PREPARED BY:

Daniel Marinberg, Esq., General Counsel
Vertical Bridge CC AM, LLC
750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487
(561) 923-0734



Ward County, ND

Site ID: US-ND-5020 - # 16052873

MORTGAGE, FIXTURE FILING, SECURITY AGREEMENT AND ASSIGNMENT OF
LEASES AND RENTS

from

VERTICAL BRIDGE CC AM, LLC, Mortgagor

to

Wilmington Trust, National Association, as Indenture Trustee, Mortgagee

DATED AS OF October 19, 2016

THIS INSTRUMENT IS TO BE INDEXED AS BOTH A
MORTGAGE AND AS A FIXTURE FILING

After recording, please return to

Old Republic Specialized Commercial Services
530 South Main Street, Suite 1031
Akron, OH 44311

MORTGAGE, FIXTURE FILING, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

This MORTGAGE, FIXTURE FILING, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS, dated as of Oct. 19, 2016 is made by VERTICAL BRIDGE CC AM, LLC, a Delaware limited liability company ("**Mortgagor**"), whose address is 750 Park of Commerce Dr., Suite 200, Boca Raton, FL 33487, to Wilmington Trust, National Association, Wilmington Trust Company, as Indenture Trustee on behalf of the Noteholders referred to below (in such capacity, "**Mortgagee**", which term shall be deemed to include successors and assigns as mortgagee under this Mortgage), whose address is 1100 North Market Street, Rodney-Square North, Wilmington, DE 19890, Attention: Head of Transaction Management. References to this "**Mortgage**" shall mean this instrument and any and all renewals, modifications, amendments, supplements, restatements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Mortgagor is the owner of (i) the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached (the "**Owned Land**"), and/or (ii) a leasehold estate, easement estate, or easement in gross in the parcel(s) of real property, if any, described on Schedule B-2 attached (the "**Occupied Land**"; the Owned Land and the Occupied Land are sometimes referred to herein collectively as the "**Land**") pursuant to the agreement(s) and instruments described on Schedule B-1 attached hereto (as the same may be amended, supplemented or otherwise modified from time to time, collectively, the "**Occupancy Agreements**"); and, other than buildings, improvements, structures and fixtures owned by lessees under Leases (as defined below), owns, leases or otherwise has the right to use all of the buildings, improvements, structures and fixtures now or subsequently located on the Land (the "**Improvements**"; the Land and the Improvements being collectively referred to as the "**Real Estate**").

B. Pursuant to that certain Indenture dated as of the date hereof, among Mortgagee, Vertical Bridge CC, LLC, a Delaware limited liability company, (the "**Issuer**"), Mortgagor, and certain other parties named therein (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, the "**Indenture**"), Issuer has incurred indebtedness evidenced by promissory notes, and may from time to time incur additional indebtedness and issue additional promissory notes in connection with the provisions of the Indenture (as such notes may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, and any notes issued pursuant to the Indenture after the date hereof, collectively, the "**Notes**"). The holders of the Notes from time to time and their successors and assigns are hereinafter referred to as the "**Noteholders**." The terms of the Indenture are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture. References in this Mortgage to the "**Default Rate**" shall mean the weighted average of the Note Rates from time to time applicable to the Notes.

C. Pursuant to the Indenture, Mortgagor has unconditionally and irrevocably guaranteed to each Noteholder, the Indenture Trustee and the Servicer the Guaranteed Obligations (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, the **"Guarantee"**).

D. Pursuant to the Indenture, Mortgagor has executed and delivered this Mortgage for the benefit of the Noteholders and such other parties designated in the Indenture from time to time as holding Obligations (defined below).

Now, Therefore, in consideration of the premises, Mortgagor hereby agrees as follows:

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the following obligations (collectively, the **"Obligations"**):

- (a) the due and punctual payment and performance by Mortgagor of all its obligations and liabilities, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of or otherwise in connection with the Transaction Documents (as such term is defined below) (including, without limitation, all Guaranteed Obligations (as defined in the Indenture));
- (b) the payment of all other obligations and liabilities of Mortgagor, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Mortgage and any other document securing payment of the Obligations (collectively, the **"Security Documents"**), any other financial accommodation (including, without limitation, any interest rate swap, cap, collar, floor or similar derivative product) that is designated pursuant to the Indenture as being secured by this Mortgage, any indemnity agreement, any management agreement pursuant to which assets of Mortgagor and/or the proceeds thereof are managed or administered, any other guarantee of the Obligations, or any other Transaction Document, and any amendments, supplements, extensions, renewals, restatements, replacements or modifications of any of the foregoing (the Indenture, the Notes, the Guarantee, this Mortgage, the other Security Documents, any such other financial accommodation, indemnity agreement and management agreement and all other documents and instruments from time to time evidencing, securing or guaranteeing the payment and performance of the Obligations, as any of the same may be amended, supplemented, extended, renewed, restated, replaced or modified from time to time, are collectively referred to as the **"Transaction Documents"**), in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees, charges and disbursements of counsel to Mortgagee that

are required to be paid by Mortgagor pursuant to the terms of the Indenture, this Mortgage or any other Transaction Document); and

- (c) the performance and observance of each obligation, term, covenant and condition to be performed or observed by Mortgagor under, in connection with or pursuant to the provisions of the Transaction Documents;

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE:

- (A) the Owned Land and all Improvements thereon;

(B) the leasehold, easement, easement in gross, or other estate created under and by virtue of the Occupancy Agreement(s), any interest in any fee, easement, easement in gross, or other greater or lesser title to the Occupied Land and Improvements located thereon that Mortgagor may own or hereafter acquire (whether acquired pursuant to a right or option contained in any Occupancy Agreement or otherwise and whether acquired in connection with a termination of any Occupancy Agreement or otherwise), and all credits, deposits, options, privileges and rights of Mortgagor under any Occupancy Agreement (including all rights of use, occupancy and enjoyment) and under any amendments, supplements, extensions, renewals, restatements, replacements and modifications thereof (including, without limitation (i) the right to give consents, (ii) the right to receive moneys payable to Mortgagor, (iii) the right, if any, to renew or extend the Occupancy Agreements for a succeeding term or terms, (iv) the right, if any, to purchase the Occupied Land and Improvements located thereon and (v) the right to terminate or modify the Occupancy Agreements); all of Mortgagor's claims and rights to the payment of damages arising under the Bankruptcy Code (as defined below) from any rejection of the Occupancy Agreements by the lessor thereunder or any other party;

(C) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof (whether owned in fee by Mortgagor or held pursuant to any Occupancy Agreement or otherwise) and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(D) all right, title and interest of Mortgagor in, to and under all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(E) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements

thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, loading and unloading equipment and systems, communication systems (including satellite dishes and antennae), computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (E) being referred to as the **"Equipment"**);

(F) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite that are being incorporated into the Improvements, and, in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor;

(G) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the **"Leases"**), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the **"Rents"**);

(H) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all such insurance policies and all proceeds of such insurance policies, including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth herein and in the Indenture; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein, subject to the provisions relating to such awards and compensation generally set forth herein and in the Indenture;

(I) to the extent assignable, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy,

sale or financing of the Real Estate or Equipment or any part thereof and all option, purchase and sale and other agreements relating to the purchase or lease of any portion of the Real Estate, together with the right to exercise the options thereunder and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate;

(J) any and all monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Mortgagee as provided in this Mortgage; and

(K) all proceeds, both cash and noncash, of the foregoing;

Said property is warranted free from all encumbrances and against any adverse claims, except for Permitted Encumbrances.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (A) through (F) are collectively referred to as the "**Premises**", and those described in the foregoing clauses (A) through (K) are collectively referred to as the "**Mortgaged Property**").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby granted and conveyed unto Mortgagee, its successors and assigns for the uses and purposes set forth, until the Obligations are fully paid and performed.

Upon condition, however, that if the indebtedness secured by this Mortgage is paid and satisfied in full, and the interest thereon, and all other Obligations under this Mortgage are fulfilled, then this conveyance shall be null and void and Mortgagee will, at Mortgagor's cost and expense, deliver a discharge or assignment without representation or warranty except as to outstanding principal balance.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee as follows:

1. Warranty of Title. Mortgagor warrants that it has record title in fee simple to the Owned Property, a valid leasehold or easement interest in, the Occupied Land, and a valid ownership interest in, the rest of the Mortgaged Property, subject only to the matters and liens expressly permitted by the Indenture (the "**Permitted Encumbrances**"). Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage and such lien's priority against all claims of all persons and entities. Mortgagor represents and warrants that (a) it has the right to encumber the Mortgaged Property with this Mortgage; (b) each Occupancy Agreement, if applicable, is in full force and effect and Mortgagor is the holder of the lessee's, tenant's or grantee's interest thereunder; (c) Mortgagor has paid all rents and other charges to the extent due and payable under any Occupancy Agreement (except to the extent Mortgagor is contesting in good faith by appropriate proceedings any such rents and other charges in accordance with and to

the extent permitted by the terms of the relevant Occupancy Agreement and the Indenture), is not in default under any Occupancy Agreement, has received no notice of default from the lessor thereunder and knows of no material default by the lessor thereunder and (d) the granting of this Mortgage does not violate the terms of any Occupancy Agreement.

2. Payment of the Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Transaction Documents.

3. Insurance. Mortgagor shall maintain or cause to be maintained on all of the Premises such insurance in such amounts as is required pursuant to the Indenture. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee to the extent assignable. Mortgagor shall cause all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property to be applied in accordance with the Transaction Documents.

4. Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any portion thereof, Mortgagor will notify Mortgagee of the pendency of such proceedings. Mortgagor shall cause all condemnation awards to be applied in accordance with the Transaction Documents.

5. Leases. Except as may be expressly permitted under the Indenture, Mortgagor shall not execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property other than in favor of Mortgagee.

6. Further Assurances. To the extent permitted under applicable law, and to further assure Mortgagee's rights under this Mortgage, Mortgagor agrees, within fifteen (15) business days after demand of Mortgagee, to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage.

7. Changes In Tax, Obligations, Credit And Documentary Stamp Laws. If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Obligations from the value of the Real Estate for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Obligations or Mortgagee's interest in the Real Estate, Mortgagor will pay the tax, with interest and penalties thereon, if any.

If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Notes, this Mortgage or any of the other Transaction Documents or impose any other tax or charge on the same, Mortgagor will pay for the same, with interest and penalties thereon, if any.

Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Obligations for any part of the Impositions assessed against the Real Estate, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the

Real Estate, or any part thereof, for real estate tax purposes by reason of this Mortgage or the Obligations.

8. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgage hereunder or under any other Transaction Document within the applicable notice and grace period, if any, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee. All such amounts or costs, together with interest thereon at the Default Rate, shall be added to the Obligations and shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee. Upon the occurrence and during the continuance of any Event of Default or if Mortgagor fails to make any payment or to do any act as herein provided, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Mortgagee is authorized to enter upon the Real Estate for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Mortgage or collect the Obligations, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest at the Default Rate, shall constitute a portion of the Obligations and shall be due and payable to Mortgagee upon demand. All other costs and expenses incurred by Mortgagee in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding (including reasonable attorneys' fees to the extent permitted by law) shall bear interest at the Default Rate, for the period after notice from Mortgagee that such cost or expense was incurred to the date of payment to Mortgagee. All such other costs and expenses incurred by Mortgagee together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Obligations and be secured by this Mortgage and the other Security Documents and shall be immediately due and payable upon demand by Mortgagee therefor.

9. Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, in addition to any other rights and remedies Mortgagee may have pursuant to the Transaction Documents, or as provided by law, and without limitation, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may exercise the power of sale with respect to the Mortgaged Property in a non-judicial procedure as permitted by applicable law. Mortgagee may sell all or any part of the Mortgaged Property at public auction upon such terms and conditions

(including cash on the day of sale) as Mortgagee may deem appropriate, selling the Mortgaged Property as an entirety or in such parcels as Mortgagee may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding Mortgagor; and out of the money arising from such sale, Mortgagee shall pay first, all the expenses of advertising the sale and making the conveyance, and then to Mortgagee the full amount of the Obligations and other sums hereby secured, with interest at the Default Rate to the date of payment, rendering the balance of the sales price, if any, to Mortgagor; and the recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Mortgagor, Mortgagor hereby expressly waiving all rights and equities of redemption, dower and homestead in and to the Mortgaged Property, and agreeing that the purchaser or purchasers shall have rights therein free of any interest or claim of Mortgagor.

In the event a sale hereunder should be commenced by Mortgagee, Mortgagee may at any time before the sale of all or any part of the Mortgaged Property cancel the scheduled sale and re-schedule the sale or abandon the sale, whereupon Mortgagee may then institute suit for the collection of the Obligations and other sums secured hereby, and for the foreclosure of this mortgage lien; it is further agreed that if Mortgagee should institute a suit for the collection of the Obligations and other sums secured hereby, and for a foreclosure of this mortgage lien, that he may at any time before the entry of a final judgment in said suit dismiss the same and sell the Premises in accordance with the provisions of this Mortgage.

(ii) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action under the Indenture or any other Transaction Document, (C) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale), or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Transaction Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment;

(iii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control of the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform

any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do;

(iv) Mortgagee may declare the entire unpaid Obligations to be immediately due and payable in accordance with the terms of the Indenture;

(v) Mortgagee may institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law, in which case the Real Estate or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(vi) Mortgagee may with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Obligations not then due, unimpaired and without loss of priority;

(vii) Mortgagee may sell for cash or upon credit the Real Estate or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(viii) Mortgagee may institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Notes, the Indenture or in the other Transaction Documents;

(ix) Mortgagee may recover judgment on the Notes either before, during or after any proceedings for the enforcement of this Mortgage or the other Transaction Documents;

(x) Mortgagee may apply for the appointment of a receiver, trustee, liquidator or conservator of the Real Estate, without notice and without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor, any guarantor, indemnitor with respect to the Obligations or of any Person otherwise liable for the payment of the Obligations;

(xi) the rights granted to Mortgagor under Section 14 hereof shall automatically be revoked and Mortgagee may enter into or upon the Real Estate, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Real Estate and of such books, records and accounts to Mortgagee upon demand, and thereupon Mortgagee may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Property and conduct the business thereat; (ii) complete any construction on the Real Estate in such manner and form as Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Real Estate; (iv) exercise all rights and powers of Mortgagor

with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Real Estate and every part thereof; (v) require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Real Estate as may be occupied by Mortgagor; (vi) require Mortgagor to vacate and surrender possession of the Real Estate to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Mortgaged Property to the payment of the Obligations, in such order, priority and proportions as Mortgagee shall deem appropriate after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, other charges, insurance and other expenses in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee, its counsel, agents and employees;

(xii) Mortgagee may exercise any and all rights and remedies granted to a secured party upon default under the Code (as defined below), including the right to take possession of the fixtures, the equipment and any portion of the Mortgaged Property which is personal property (the "**Personal Property**"), or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the fixtures, the equipment and the Personal Real Estate. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Equipment and/or the Personal Real Estate sent to Mortgagor in accordance with the provisions hereof at least fifteen (15) days prior to such action, shall constitute commercially reasonable notice to Mortgagor;

(xiii) Mortgagee may apply any sums then deposited or held in escrow or otherwise by or on behalf of Mortgagee in accordance with the terms of the Indenture, this Mortgage or any other Transaction Document to the payment of the following items in any order in its uncontrolled discretion:

- (A) Impositions;
- (B) insurance premiums;
- (C) interest on the unpaid principal balance of the Notes;
- (D) amortization of the unpaid principal balance of the Notes;
- (E) all other sums payable pursuant to the Notes, the Indenture, this Mortgage and the other Transaction Documents, including without limitation advances made by Mortgagee pursuant to the terms of this Mortgage; or

(xiv) pursue such other remedies as Mortgagee may have under applicable law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Property unimpaired and without loss of priority.

(b) Mortgagee, in any action to foreclose this Mortgage in a judicial procedure or in connection with the exercise of any non-judicial power of sale by Mortgagee, shall be entitled to the appointment of a receiver. In case of a non-judicial sale or a foreclosure sale, the Real Estate and the related Personal Property may be sold in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage beyond the applicable notice and grace period, if any, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

10. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Indenture, and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

11. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

12. Extension, Release, etc.

(a) Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree with Mortgagor to (i) release any person liable for the Obligations, (ii) extend the maturity or alter any of the terms of the Obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi)

make compositions or other arrangements with debtors in relation thereto. If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Obligations outstanding. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(b) If Mortgagee shall have the right to foreclose this Mortgage or to exercise its power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien created by this Mortgage subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties to or defendants in any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien created by this Mortgage.

(c) Unless expressly provided otherwise, in the event that Mortgagee's interest in this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

13. Security Agreement under Uniform Commercial Code.

(a) It is the intention of the parties hereto that this Mortgage shall constitute a "security agreement" within the meaning of the Uniform Commercial Code of the State in which the Premises are located (the "Code"). If an Event of Default shall occur, and during the continuance of such Event of Default, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then fifteen days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable actual attorneys' fees and legal expenses.

(b) Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Equipment" are fixtures on the Real Estate; (ii) this Mortgage upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meaning of the Code; (iii) Mortgagor is the record owner of the Owned Land, if applicable, and the record owner of the

Occupied Land, if applicable, is set forth on Exhibit B-2 attached hereto; and (iv) the addresses of Mortgagor and Mortgagee are as set forth on the first page of this Mortgage.

(c) Mortgagor, upon request by Mortgagee from time to time or as otherwise necessary, shall execute, acknowledge and deliver to Mortgagee one or more separate security agreements, in form satisfactory to Mortgagee, covering all or any part of the Mortgaged Property and confirming the provisions of this Section 13 and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement, amendment or certificate or other document as Mortgagee may reasonably request or as otherwise necessary in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee promptly after demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document and all reasonable costs and expenses of any record searches for financing statements Mortgagee shall reasonably require. In addition, Mortgagor hereby authorizes (without obligation) Mortgagee to file any such financing and continuation statements and amendments. The filing of any financing or continuation statements or amendments in the records relating to personal property or chattels shall not be construed as in any way impairing the right of Mortgagee to proceed against any personal property encumbered by this Mortgage as real property, as set forth above.

14. Assignment of Rents. Mortgagor hereby assigns to Mortgagee, the Rents as further security for the payment and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are paid and performed in full, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence of and during the continuance of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence of and during the continuance of any Event of Default by giving not less than fifteen days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Mortgagee, or to any such receiver, the fair and reasonable rental value as determined by Mortgagee for the use and occupancy of the Mortgaged Property or of such part thereof as may be in the possession of Mortgagor or any affiliate of Mortgagor, and upon default in any such payment Mortgagor and any such affiliate will vacate and surrender the possession of the Mortgaged Property to Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise. Mortgagor acknowledges that upon recordation of this Mortgage Mortgagee shall have a valid and fully perfected, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the Bankruptcy Code, without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action. Without limitation of the absolute nature of the assignment of the Rents hereunder,

Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a bankruptcy case (including any case under the Bankruptcy Code) and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any bankruptcy case (including any case under the Bankruptcy Code).

15. Additional Rights.

(a) The holder of any subordinate lien on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage nor shall any holder of any subordinate lien or subordinate mortgage join any tenant under any Lease in any non-judicial sale or action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage all subordinate lienholders and the mortgagees under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or mortgagee contrary to this provision shall be null and void. Upon the occurrence of and during the continuance of any Event of Default, Mortgagee may without regard to the adequacy of its security under this Mortgage, apply all or any part of any amounts on deposit with Mortgagee under this Mortgage against all or any part of the Obligations. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Mortgagee on account of such Default or Event of Default.

16. Notices. All notices, requests, demands and other communications hereunder shall be given in accordance with the provisions of the Indenture.

17. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of the Indenture. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate mortgage, lien or encumbrance.

18. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding anything to the contrary contained in this Mortgage or in any provisions of any of the Transaction Documents, the obligations of Mortgagor and of any other obligor under any Transaction Document shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

19. Mortgagor's Waiver of Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the

fullest extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law and except as otherwise provided herein or in the other Transaction Documents, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Mortgagee of the power of sale or other rights hereby created.

20. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Transaction Documents or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee in connection with the Obligations, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in connection with the Obligations in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Transaction Documents to Mortgagee or to which it may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies except gross negligence or willful misconduct after Mortgagee takes possession or title.

21. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the mortgagee under one or more additional mortgages, liens, or other security (directly or indirectly) for the Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single non-judicial sale or foreclosure action all non-judicial sales or foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated non-judicial sale or foreclosure action is a specific inducement to Mortgagee to extend the indebtedness evidenced by the Indenture, and Mortgagor expressly and irrevocably waives any

objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral (or, in the case of a non-judicial sale, shall have met the statutory requirements therefor with respect to such collateral), then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any non-judicial sale or foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to sell the Mortgaged Property in a non-judicial sale, to foreclose this Mortgage nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee or the occurrence of any sale by Mortgagee in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more non-judicial sales, foreclosure or other proceedings or obtain a judgment against (or, in the case of a non-judicial sale, to meet the statutory requirements for, any such sale of) any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single non-judicial sale or foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly).

22. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

23. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a

waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the mortgagee under any subordinate mortgage or any other holder of a subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting this Mortgage or the priority of this Mortgage over any subordinate lien or mortgage.

24. Governing Law, etc. This Mortgage shall be governed by and construed in accordance with the laws of the State in which the Premises are located, and applicable United States Federal Law.

25. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor Indenture Trustee under the Indenture, the word "person" shall include any individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

26. Occupancy Agreement Provisions.

(a) Mortgagor covenants and agrees that the fee title to the Occupied Land and the leasehold estate created under any Occupancy Agreement shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in Mortgagor or a third party by purchase or otherwise; and in case Mortgagor acquires the fee title, an easement interest, or any other estate, title or interest in and to the Occupied Land, the lien of this Mortgage shall, without further conveyance, simultaneously with such acquisition, be spread to cover and attach to such acquired estate and as so spread and attached shall be prior to the lien of any mortgage placed on the acquired estate after the date of this Mortgage.

(b) The lien of this Mortgage shall attach to all of Mortgagor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of Title 11 of the United States Code, as the same may hereafter be amended (the "Bankruptcy Code"), including, without limitation, all of Mortgagor's rights to remain in possession of the Occupied Land. If an Event of Default shall have occurred and be continuing, Mortgagor shall not, without Mortgagee's prior written consent, elect to treat any Occupancy Agreement, if applicable, as terminated under Subsection 365(h)(1)(A)(i) of the Bankruptcy Code. Any such election made without Mortgagee's consent shall be void.

(i) If an Event of Default shall have occurred and be continuing, Mortgagee shall have the right to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of any Occupancy Agreement by the lessor or any other party, including, without limitation, the right to file and prosecute under the Bankruptcy Code, without joining or the joinder of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents. Any amounts received by Mortgagee as damages arising out of the rejection of any Occupancy Agreement as aforesaid shall be applied first to all costs and expenses of Mortgagee (including, without limitation, reasonable attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this paragraph and thereafter in accordance with the Indenture. Mortgagor acknowledges that the assignment of all claims and rights to the payment of damages from the rejection of any Occupancy Agreement made under the granting clauses of this Mortgage constitutes a present irreversible and unconditional assignment and Mortgagor shall, at the request of Mortgagee, promptly make, execute, acknowledge and deliver, in form and substance reasonably satisfactory to Mortgagee, a UCC Financing Statement (Form UCC-1) and all such additional instruments, agreements and other documents, as may at any time hereafter be required by Mortgagee to carry out such assignment.

(ii) If pursuant to Subsection 365(h)(1)(B) of the Bankruptcy Code, Mortgagor shall seek to offset against the rent reserved in any Occupancy Agreement the amount of any damages caused by the nonperformance by the lessor or any other party of any of their respective obligations under such Occupancy Agreement after the rejection by the lessor or such other party of such Occupancy Agreement under the Bankruptcy Code, then Mortgagor shall, if an Event of Default shall have occurred and be continuing, prior to effecting such offset, notify Mortgagee of its intent to do so, setting forth the amount proposed to be so offset and the basis therefor. In such event, Mortgagee shall have the right to object to all or any part of such offset that, in the reasonable judgment of Mortgagee, would constitute a breach of such Occupancy Agreement, and in the event of such objection, Mortgagor shall not effect any offset of the amounts found objectionable by Mortgagee. Neither Mortgagee's failure to object as aforesaid nor any objection relating to such offset shall constitute an approval of any such offset by Mortgagee.

(iii) Mortgagor shall, after obtaining knowledge thereof, promptly notify Mortgagee of any filing by or against the lessor or other party with an interest in the Real Estate of a petition under the Bankruptcy Code. Mortgagor shall promptly deliver to Mortgagee, following receipt, copies of any and all notices, summonses, pleadings, applications and other documents received by Mortgagor in connection with any such petition and any proceedings relating thereto.

(iv) If there shall be filed by or against Mortgagor a petition under the Bankruptcy Code and Mortgagor, as lessee under any Occupancy Agreement, shall determine to reject such Occupancy Agreement pursuant to Section 365(a) of the Bankruptcy Code, then Mortgagor shall give Mortgagee not less than five (5) days' prior notice of the date on which Mortgagor shall apply to the Bankruptcy Court for authority to reject such Occupancy Agreement.

27. Last Dollars Secured; Priority. To the extent that this Mortgage secures only a portion of the indebtedness owing or which may become owing by Mortgagor, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby.

28. Indenture Trustee. The actions of Mortgagee hereunder are subject to the provisions of the Indenture. Mortgagee shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, to take or refrain from taking action (including, without limitation, the release or substitution of Mortgaged Property), and shall be entitled to all the protections, exculpations, immunities and standard of care, in each case in accordance with this Mortgage and the Indenture.

29. Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise (a) after the occurrence and during the continuance of any Event of Default, to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagor's or Mortgagee's interest, if Mortgagor shall fail to do so within 10 days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of, or the exercise of power of sale contained in, this Mortgage, to execute all instruments of assignment, conveyance or further assurance with respect to the Mortgaged Property or any portion thereof in favor of the grantee of any such deed and as may be appropriate for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's lien on and security interests and rights in or to any of the Mortgaged Property, and (d) after the occurrence and during the continuance of any Event of Default, to exercise Mortgagee's rights under Section 8 hereof.

30. Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

31. State Specific Provisions. To the extent of any inconsistency between this Section and the other provisions of this Mortgage, the terms and provisions of this Section shall govern and control.

(a) Appointment of Trustee. In the event that a mortgage foreclosure is pursued by Mortgagee, Mortgagor consents to the appointment of a trustee pursuant to N.D.C.C. Chapter 32-19.2, the appointment of a receiver under N.D.C.C. Chapter 32-10, and the appointment of a trustee or receiver under other applicable law. Said trustee or receiver shall have all the powers and rights available under applicable law, including, without limitation, the power and right to collect the rents during the period of redemption following any such foreclosure action, and apply the same pursuant to the authority granted by law.

This Mortgage is intended to be effective as of the date first above written.

VERTICAL BRIDGE CC AM, LLC,
a Delaware limited liability company

By: 
Name: Daniel Marinberg
Title: Vice President

ACKNOWLEDGMENT

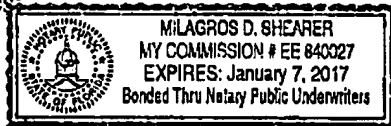
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing writing bearing the date Oct. 19, 2016, was sworn to and acknowledged by Daniel Marinberg, as Vice President of *Vertical Bridge CC AM, LLC*, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.


Notary Public
Printed Name: Milagros D. Shearer

My Commission Expires:



Schedule A

Description of the Fee-Owned Land

NONE

Schedule B-1

Description of the Occupancy Agreement(s)

Site ID: US-ND-5020

Site Name: MNT-0051-AM

Easement Agreement and Restrictive Covenants by and between Vertical Bridge LANDCO, LLC, a Delaware limited liability company and * Vertical Bridge CC AM, LLC, a Delaware limited liability company, dated 19th day of October, 2016.

* f/k/a iHeartMedia Tower Co. I (AM), LLC, a Delaware limited liability company

Schedule B-2

Description of the Occupied Land

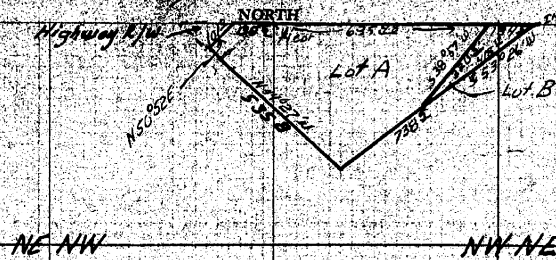
Site ID: US-ND-5020

Site Name: MNT-0051-AM

A portion of the following described parent parcel:

✓ Lot A of Subdivision of Outlot 1 of the NW1/4 NE1/4 and NE 1/4 NW 1/4 Section 32, Township 155 North, Range 82 West of the 5th P.M., Ward County, North Dakota .

Lots A & B of
 Subdivision of
 Out Lot 7 of NW 1/4 NE 1/4 Section 32 Township 155 Range 82
 Present Owner: Mrs. John Canby

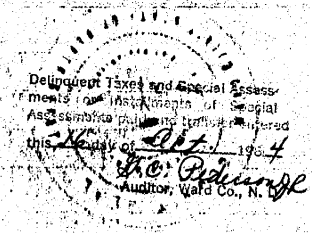


Sec 32

Lots A & B of
 Subdivision of
 Out Lot Number Out Lot I of NW 1/4 NE 1/4 Section 32 Township 155
 Range 82

SOUTH
 DESCRIPTION:

described as follows: *The Owner has caused the same to be subdivided into Lots A & B of Out Lot I. Lot A contains 4.71 acres. Lot B contains 0.38 acres.*



BOOK 3 PAGE 35

THE UNDERSIGNED, Owners of the within described property, in accordance with the provisions of Sec. 97, Ch. 126, Laws of 1897, and upon demand of the County Auditor of _____ County, North Dakota, have caused to be made the within and foregoing plat of said land, with the lots as therein described, and have caused the same to be placed on record, as provided by law.

Witness our hands and seals this 26th day of March 19 63

In Presence of

Mrs. John Cooley Seal
Ethel H. Cooley Seal
 _____ Seal

STATE OF NORTH DAKOTA, } ss. Bruce M. Van Sickle
 County of Ward }

a notary public within and for said County, do hereby certify that on this 26th

day of March A. D. 19 63, personally appeared before me Mrs. John Cooley aka Ethel H. Cooley to me well known to be the same person described in and who executed the within and foregoing instrument and acknowledged that he executed the same freely and voluntarily.

My Commission Expires April 19, 1966

Bruce M. Van Sickle
 Notary Public
 Ward County, North Dakota

Chas. L. Lucas, Surveyor, do hereby certify that at the request of

Mrs. John Cooley
 I made the within and foregoing plat and description of the land as herein described, and that the lots, distances, area and location, as indicated on said plot and contained in said description are true and correct.



Chas. L. Lucas

Subscribed and sworn to before me this 7th day of March 19 63

Pauline Howard

My Commission Expires Jan 18, 1968

PAULINE HOWARD
 NOTARY PUBLIC
 MY COMMISSION EXPIRES JAN 18 1968

Approved: Peter L. Metz
 City Engineer

APPROVED B. L. Lucas
 Chairman, County Planning Commission

463334
 PLAT OF

Sec. 16 Twp. 20 R. 10

Office of Register of Deeds,

County of Ward N. D.

I hereby certify that the within instrument was filed for record in this office on this 16th day of Oct 1963 at 1:00 o'clock P.M. and was duly recorded on pages 35 of Book 3 of Plat 20.

Pauline Howard
 Register of Deeds



Pauline Howard
 2-20-64

3

3003321

12/02/2016 01:45:06 PM Page: 1 of 12 \$43.00

EASEMENT OLD REPUBLIC TITLE

Betty Braun, County Recorder Ward, ND



Recorder's Office, Ward, ND 12/02/2016 01:45:06 PM
I certify that this instrument was filed for record this date.
Betty Braun, County Recorder

by Betty Braun

3003321

THIS DOCUMENT PREPARED BY
AND UPON RECORDATION RETURN TO:

Daniel Marinberg, Esq., General Counsel
Vertical Bridge LANDCO, LLC
750 Park of Commerce Dr., Suite 200
Boca Raton, FL 33487

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST

16058873

SUITE 1031
AKRON OHIO 44311
(330-436-6000)

US-ND-5020

(Space Above for Recorder's Use)



**EASEMENT AGREEMENT
AND RESTRICTIVE COVENANTS**

THIS EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS (this "Easement Agreement") is made as of this 19th day of October, 2016 ("Effective Date"), by and between VERTICAL BRIDGE LANDCO, LLC, a Delaware limited liability company having an office at 750 Park of Commerce Dr., Suite 200, Boca Raton, FL 33487 ("Grantor"), and VERTICAL BRIDGE CC AM, LLC, a Delaware limited liability company, having an office at 750 Park of Commerce Dr., Suite 200, Boca Raton, FL 33487 ("Grantee").

WHEREAS, Grantor and Grantee are indirect subsidiaries of the same parent company;

WHEREAS, Grantor is currently the fee owner of the real property identified on Exhibit A attached hereto and incorporated herein (the "Burdened Property"), upon which Burdened Property Grantee owns the communications tower(s) and related equipment and improvements located thereon (collectively, the "Tower");

WHEREAS, in order to permit Grantee to continue to access, operate, maintain and use the Tower and conduct business activities related to the Tower, Grantor desires to provide Grantee, and Grantee desires to obtain from Grantor, certain easements, rights and interests on, under, over and across the Burdened Property.

WHEREAS, Grantor and Grantee desire to set forth the terms and conditions of said Easement Agreement;

NOW, THEREFORE, for and in consideration of ten (\$10.00) dollars, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference.

2. **Grant of the Easements.** Grantor, for itself, its heirs, personal representatives, successors and assigns, hereby grants to Grantee, its heirs, personal representatives, successors, assigns, lessees, sublessees, licensees, customers, agents, and any other party claiming by or through Grantee ("**Grantee Parties**"), the following easements, to which Easements (defined herein) the Grantee Parties shall have access seven (7) days per week, twenty-four (24) hours per day:

(a) an exclusive perpetual easement (the "**Tower Easement**") for purposes of accessing, operating, and using the Tower and conducting business activities related to the Tower, including but not limited to, construction, installation, improvement, reconstruction, modification, supplementation, maintenance, operation and/or removal of the Tower and construction of any additional towers, on, across and under that portion of the Burdened Property shown on **Exhibit B** attached hereto and incorporated herein (the "**Tower Easement Premises**") and leasing, subleasing, or licensing space on the Tower to tenants, subtenants, or licensees from time to time. Grantee shall have full authority to prohibit entry to any third-party upon the Tower Easement Premises. In connection with the exclusive nature of the Tower Easement, Grantee shall, at Grantee's election, provide security fencing or other security features to control the exclusivity of the Tower Easement Premises to the Grantee Parties; provided, the cost to perform and contract for the permitting and installation of any such security measures shall be at Grantee's sole cost and expense.

(b) a non-exclusive perpetual easement (the "**Utility and Access Easement**") for ingress, egress and public utilities, including but not limited to installing, operating, maintaining, repairing, replacing, accessing and supplying utility services to the Tower and locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more overhead and/or underground telecommunication cables and lines for communication, microwave, fiber, backhaul, and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto for all the above purposes, within, along, under, across and through that portion of the Burdened Property shown on **Exhibit C** attached hereto and incorporated herein (the "**Utility and Access Easement Premises**").

(c) A non-exclusive perpetual easement (the "**Guy Wire Easement**") (the Tower Easement, Utility and Access Easement and Guy Wire Easement are sometimes referred to herein collectively as the "**Easement**" or "**Easements**") within, along, under, across and through that portion of the Burdened Property shown on **Exhibit D** attached hereto and incorporated herein (the "**Guy Wire Easement Premises**") (the Tower Easement Premises, Utility and Access Easement Premises and Guy Wire Easement Premises are sometimes referred to herein collectively as the "**Benefited Property**") to be used by Grantee to maintain, replace, and install (i) guy wires anchored or located upon the Guy Wire Easement Premises and attached to the Tower, and (ii) anchors and other customary attachments for the guy wires.

3. **Duration; Consideration.** Grantor and Grantee acknowledge and agree that this Easement Agreement and the Easement will be perpetual from the Effective Date. Grantor and Grantee understand that full consideration for this Easement Agreement was received by Grantor, and that this Easement Agreement is irrevocable. Notwithstanding the foregoing, in the event that Grantee abandons the use of the Easements, upon thirty (30) days prior written notice to Grantee by Grantor of such abandonment, in the event Grantee has not recommenced or reacknowledged its use of the Easements, the Easements shall terminate and Grantee shall dismantle and remove the Tower pursuant to the terms herein. For purposes of this Easement Agreement, Grantor may presume abandonment by Grantee has occurred if no equipment or antennas are installed on any Tower. Grantee shall have the absolute right to remove the Tower and any improvements on the Tower Easement Premises at any time during the duration of the Easement. Within ninety (90) days after the expiration or earlier termination of the Easement, Grantee shall have the option to remove all above-ground improvements. Grantee shall be at all times entitled to abandon all other footings, foundations, and other below-ground improvements in place.

4. Maintenance/ Restoration. Grantee shall be responsible for, and shall pay the cost of, all repairs and maintenance with respect to the Burdened Property and the Benefited Property, including without limitation the repair and maintenance of all roads, trees and Grantor-owned buildings and improvements located thereon. Furthermore, Grantee shall be responsible for and shall pay the cost of all repairs and maintenance to the Tower Easement Premises, the Tower and any buildings and improvements owned by Grantee or Grantee's tenants, as well as repairs necessary for appurtenant uses of such Tower, buildings or improvements. Notwithstanding the foregoing, upon completion of its activities, at its sole cost and expense, Grantee shall restore the Benefited Property to its original condition, with reasonable wear and tear and acts of God, excepted.

5. Taxes. Grantee shall pay when due, all real and personal property taxes and all other fees and assessments attributable to the Burdened Property, including but not limited to any increases in real property taxes, which are assessed as a direct result of Grantee's improvements to the Benefited Property as well as any taxes that are assessed against the Tower. Grantee agrees to defend, indemnify and hold harmless the Grantor, its heirs, successors and assigns, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including attorney's fees arising out of Grantee's failure to pay such taxes it is obligated to pay. Grantee shall provide written proof of payment of all real and personal property taxes on the Burdened Property to Grantor no later than thirty (30) days after the dates any such payments are due.

6. Security Lien. Grantor consents to the granting by Grantee of a lien, security interest and mortgage in Grantee's interest in the Easement and all of Grantee's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any mortgagee of Grantee ("Lender") of its rights of foreclosure with respect to any such liens and security interests. Grantor hereby agrees to give Lender written notice of any breach or default of the terms of the Easement Agreement or any claim that Grantee has abandoned the Easements, within thirty (30) days after the occurrence thereof, at such address as may be specified from time to time by Grantee or Lender. Lender shall have the right, for a period of sixty (60) days following receipt of notice from Grantor of a default, with the same effect as the Grantee, to cure or correct any such default, and Grantor agrees to accept such payment or performance on the part of the Lender as though the same had been made or performed by the Grantee.

7. Use and Access Restrictions. The uses and operation of the Burdened Property and any equipment or facilities thereon (the "Burdened Property Uses") shall not interfere electrically or with the communications systems on any Tower now existing or hereafter constructed on the Benefited Property. Notwithstanding anything in this Easement Agreement to the contrary, if the Burdened Property Uses shall interfere with communications systems or equipment or the operation of any Tower located on the Benefited Property, Grantor shall upon reasonable written request immediately suspend its Burdened Property Uses causing the interference and take such further necessary actions as Grantee deems reasonably necessary, at Grantor's expense, to eliminate or remedy such interference, or otherwise rectify the situation to the reasonable satisfaction of Grantee. The uses and operation of the Benefited Property and any equipment or facilities thereon (the "Benefited Property Uses") shall not cause harmful electronic or physical interference to the Burdened Property. If the Benefited Property Uses shall interfere with Grantor's use and operation of the Benefited Property, Grantee shall upon reasonable request by Grantor, take the necessary actions to eliminate or remedy such interference. Grantor and Grantee shall each use good faith efforts to resolve any interference issues.

8. Grantor's Cooperation. At no cost to Grantor and upon Grantor's written consent, which shall not be unreasonably withheld, conditioned or delayed, Grantor shall permit Grantee and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Grantor, building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain, special exceptions, zoning variances, conditional use permits, special use

permits, administrative permits, construction permits, operation permits and/or building permits in connection with the use of the Benefited Property pursuant to this Easement Agreement so long as any such application or permit does not impair Grantor's ability to use the Burdened Property for its purposes. Grantor acknowledges that any such applications and/or the satisfaction of any requirements thereof may require Grantor's reasonable cooperation, which Grantor hereby agrees to provide, including signing any such necessary documentation.

9. Ownership. The Tower shall at all times remain the property of Grantee and may at all times be removed by the Grantee pursuant to the removal terms of Section 3.

10. Survey. If a survey has not already been prepared and attached as an exhibit to this Easement Agreement, Grantor agrees to reasonably cooperate with Grantee in obtaining a survey of the Burdened Property and the Benefited Property by a licensed surveyor, at Grantee's sole cost and expense. Upon completion, such survey will be attached as an exhibit to this Easement Agreement.

11. Assignment. Grantee shall not have the right to assign or transfer, the Tower and Grantee's rights in this Easement Agreement without first obtaining prior written consent of Grantor, which shall not be unreasonably withheld. If Grantee assigns this Easement Agreement, such assignee agrees to assume all Grantee's obligations hereunder, and Grantee provides notice of such assignment to Grantor, Grantee shall be fully release of any liability and responsibility under this Easement Agreement. Grantor may assign this Easement Agreement in its entirety without consent of Grantee. Notwithstanding the foregoing, Grantee will be entitled to assign, transfer, mortgage or otherwise encumber the Tower and Grantee's rights in this Easement Agreement without the Grantor's consent, but upon delivery of prior written notice to the Grantor, to (i) a subsidiary, affiliate, division or corporation controlling, controlled by or under common control with Grantee or (ii) a bank, lender or other similar financial institution that has provided financing to Grantee by way of collateral assignment or mortgage, and to any party purchasing the Easements from such bank, lender or other similar financial institution.

12. No Dedication for Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the parties hereto, the successors, assigns, tenants, subtenants, employees, invitees and licensees, and the guests and invitees of such tenants and subtenants.

13. Runs with the Land. The respective rights, agreements duties and obligations set forth in this Easement Agreement shall run with the land so as to bind the successors and assigns of the Burdened Property (including any future owners in fee or leasehold) and to benefit the successors and assigns of the Grantee, including, in each case, interests of tenants and subtenants and other users of the Burdened Property and the Benefited Property.

14. Representations, Warranties, and Additional Covenants.

(a) Grantor represents that it is the fee simple owner of the Burdened Property and the Easements granted herein and that provided Grantee is not in default hereunder, Grantee shall peaceably and quietly hold and enjoy the Easements.

(b) Provided Grantee is not in default hereunder, Grantor shall not create, grant, or permit any claim, lien, liability, encumbrance, easement charge or restriction on title to the Easements or the Burdened Property that would adversely affect Grantee's use and enjoyment of the Easements or the rights granted under this Easement Agreement.

(c) Each party shall indemnify and hold the other and their successors and assigns harmless from and against all liabilities, damages, expenses, claims, losses, costs and reasonable attorneys' fees incurred by the indemnified party as a result of (i) the failure by the indemnifying party to perform any covenant required to be performed by such party under this Easement Agreement or the breach by such party of any of the terms and conditions of this Easement Agreement; or (ii) from the failure of the indemnifying party to comply with any applicable statute, law, ordinance, rule or regulation or other requirements of any governmental authority having jurisdiction over the subject matter hereof. This indemnity shall not extend to losses suffered by the indemnified party resulting from its negligence or willful misconduct.

15. Severability. The unenforceability of any provision hereof shall not affect the remaining provisions of this Easement Agreement, but rather such provision shall be severed and the remainder of this Easement Agreement shall remain in full force and effect.

16. Compliance with Law; No Waiver. This Easement Agreement and the rights and obligations created hereunder are subject to, and governed by the laws, decisions, rules and regulations of any federal, state, or local regulatory authority charged with the administration of the transactions contemplated hereby. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Easement Agreement.

17. Attorneys' Fees. In the event that either Grantor or Grantee should bring suit for the recovery of any sum due under this Easement Agreement, or for enforcement of this Easement Agreement, or because of the breach of any provision of this Easement Agreement or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other non-prevailing party, which obligation on the part of the other non-prevailing party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

18. Governing Law. This Easement Agreement shall be construed and enforced in accordance with the laws of the state or commonwealth in which the Burdened Property is located.

19. Counterparts. This Easement Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Easement Agreement bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this Section 19, "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

20. Rule against Perpetuities. If the Benefited Property is located in a state or commonwealth where the grant of the perpetual Easements hereunder would or could violate the rule against perpetuities or any similar law limiting or restricting the duration of real property interests and the Easements specifically, then the Easements shall be effective only from the date hereof until one day less than twenty-one (21) years following the death of the last surviving person born in the state or commonwealth where the Benefited Property is located in the month this Easement Agreement is recorded. If the provisions of this Section 20 become or are applicable, Grantor agrees to reasonably cooperate with Grantee to execute

a new grant of the Easements on substantially the same terms as this Easement Agreement immediately upon termination of this Easement Agreement.

21. Memorandum of Easement. Grantee shall be permitted to record, and Grantor shall execute, this Easement Agreement or a Memorandum of Easement, reflecting the terms of the Easement, at Grantee's sole discretion.

22. Authority to Enter into Agreement. Grantee and Grantor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Easement Agreement

23. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third-party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties. It being understood and agreed that no provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of easement grantor and easement grantee.

24. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Easement Agreement shall be in writing and shall be deemed to have been properly given if hand delivered, sent by nationally- recognized overnight delivery or sent by registered or certified mail:

a. If to Grantor:

Vertical Bridge LANDCO, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: General Counsel

b. If to Grantee:

Vertical Bridge CC AM, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: General Counsel

25. Entire Agreement. This Easement Agreement constitutes the entire agreement between Grantor and Grantee regarding the subject matter hereto, and supersedes all prior agreements, representations and understandings, written or oral, pertaining to the subject matter hereto.

[remainder of page left blank]

[Grantor Signature Page to Easement Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date first written above.

Witness:

By: Mindy Fields

Name: Mindy Fields

By: [Signature]

Name: Michael Akhavan

"Grantor"

VERTICAL BRIDGE LANDCO, LLC,
a Delaware limited liability company

By: [Signature]

Name: Daniel Marinberg

Title: Vice President

Address of Grantor Signer: 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th day of October, 2016, by Daniel Marinberg, the Vice President of Vertical Bridge LANDCO, LLC, a Delaware limited liability company, on behalf of said company.

WITNESS my hand and official seal.



[Signature]
Notary's Signature
Printed Name: Kristen O'Connor-Gay-Crosier
My commission expires: January 11, 2019
(SEAL)

[Grantee Signature Page to Easement Agreement]

Witness:

By: Mindy Fields

Name: Mindy Fields

By: [Signature]

Name: Michael Akhavan

"Grantee"

VERTICAL BRIDGE CC AM, LLC
a Delaware limited liability company

By: [Signature]

Name: Daniel Marinberg

Title: Vice President

Address of Grantee Signer: 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th day of October 2016, by Daniel Marinberg, the Vice President of Vertical Bridge CC AM, LLC, a Delaware limited liability company, on behalf of said company.

WITNESS my hand and official seal.



[Signature]
Notary's Signature
Printed Name: Kristen O'Connor-Gay-Crosier
My commission expires: January 11, 2019
(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

A portion of the following parent parcel:

✓ Township 155 North, Range 82 West of the 5th P.M.
Section 32; Lot A of Subdivision of Outlot 1
of the NW1/4NE1/4 and NE1/4NW1/4
Ward County, North Dakota

Prior deed: Document No. 2787461 of the Ward County records.

The above legal description was obtained from a previously recorded instrument known as Document No. 2787461 of the Ward County records.

EXHIBIT B

DESCRIPTION OF LOCATION OF EXCLUSIVE TOWER EASEMENT

A portion of the following parent parcel:

Township 155 North, Range 82 West of the 5th P.M.
Section 32: Lot A of Subdivision of Outlot 1
of the NW1/4NE1/4 and NE1/4NW1/4
Ward County, North Dakota

Prior deed: Document No. 2787461 of the Ward County records.

The above legal description was obtained from a previously recorded instrument known as Document No. 2787461 of the Ward County records.

EXHIBIT C

DESCRIPTION OF LOCATION OF NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT

A portion of the following parent parcel:

Township 155 North, Range 82 West of the 5th P.M.
Section 32: Lot A of Subdivision of Outlot 1
of the NW1/4NE1/4 and NE1/4NW1/4
Ward County, North Dakota

Prior deed: Document No. 2787461 of the Ward County records.

The above legal description was obtained from a previously recorded instrument known as Document No. 2787461 of the Ward County records.

EXHIBIT D

DESCRIPTION OF LOCATION OF NON-EXCLUSIVE GUY WIRE EASEMENT

A portion of the following parent parcel:

Township 155 North, Range 82 West of the 5th P.M.
Section 32: Lot A of Subdivision of Outlot 1
of the NW1/4NE1/4 and NE1/4NW1/4
Ward County, North Dakota

Prior deed: Document No. 2787461 of the Ward County records.

The above legal description was obtained from a previously recorded instrument known as Document No. 2787461 of the Ward County records.

3028717

06/13/2019 11:31:18 AM Page: 1 of 2 \$20.00

EASEMENT SRT

Betty Braun, County Recorder Ward, ND



Recorder's Office, Ward, ND 06/13/2019 11:31:18 AM
 I certify that this instrument was filed for record this date.
 Betty Braun, County Recorder

3028717

**RIGHT OF WAY EASEMENT**

3615 North Broadway
 PO Box 2027
 Minot, ND 58702-2027

I, (We),

Vertical Bridge LANDCO, LLC

Print Landowners Name(s)

do hereby grant SRT Communications, Inc. (SRT) P.O. Box 2027, Minot, North Dakota 58702-2027, easement rights for
 a term of 99 years on land located in:

Ward County, State of North Dakota described as:

✓ Township: 155 Range: 82 Section: 32 Location: Lot A of Subdivision of Outlot 1 of the

NW¼NE¼ and NE¼NW¼

This non exclusive easement is for the placement of above and below ground level communication facilities on described property located Five (5) feet on each side of the centerline of the facilities as constructed, either existing or hereafter constructed. SRT shall have the following rights:

- Ingress and egress in a manner which will cause the least practical damage and inconvenience to the owner.
- To construct, operate, inspect, maintain and repair its facilities, and to make changes, alterations, improvements, removals from, to reconstruct, and to construct additional facilities.
- To keep the easement clear of all buildings, structures, or other obstruction.
- To cut, trim and control trees and shrubbery that may interfere with the communications facilities.
- To assign this easement to SRT's wholly owned affiliate or successor in interest. The easement granted herein shall be for the longest period authorized by ND law but in no event shall such period be shortened by any future change in the law.

SRT agrees to the following:

- To compensate the owner for all types of crops damaged by the cooperative during the construction and maintenance of its facilities. Owner means owner(s) of the crop.
- To remove all large rocks brought to the surface during construction of its facilities.
- To replace or compensate the owner for damage to trees, shrubbery and/or gardens caused during construction or maintenance of its facilities.
- To repair all fences crossed during construction and maintenance of its facilities.
- To exercise reasonable care to minimize any damage to Owner's property during construction and maintenance of its facilities.
- f) _____

All facilities installed in said easement will remain the property of SRT Communications, Inc.

Signature(s) and Notarial Acknowledgement(s) on back page.

SIGNED BY OWNER(S):

Daniel Marinberg
SVP and General Counsel

Date: 3.4.19

Date: _____

Date: _____

M. Shearer

WITNESS:

Date: 3.4.19

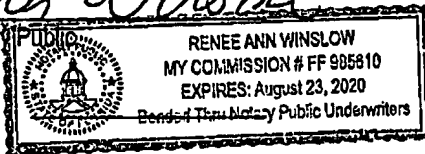
Date: _____

State of FLORIDACounty of PALM BEACH

On this 4th day of MARCH, 20 19, Personally appeared before me: (proved to me on the basis of satisfactory evidence or personally known to me) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she) (they) executed the same.

Renee Ann Winslow

Notary Public



My Commission Expires: _____

State of _____

County of _____

On this _____ day of _____, 20____, Personally appeared before me: (proved to me on the basis of satisfactory evidence or personally known to me) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she) (they) executed the same.

 Notary Public

My Commission Expires: _____

589579

NORTH DAKOTA STATE HIGHWAY DEPARTMENT

RECEIPT FROM CLERK OF COURT

Project No. F-4-002(10)147Parcel No. 1

Whereas the North Dakota State Highway Department has made an offer and deposited the amount of such offer with the Clerk of the District Court of Ward County, North Dakota, pursuant to authorization of Section 14 of the North Dakota Constitution, for the owner or owners and tenant or tenants jointly, for the taking of highway right of way, including all of their various interests, excepting oil, gas and other fluid minerals, in and to the following described property:

Parcel No. 1

All that portion of Lot A of Outlot 1 of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 32, Twp. 155 N., Rge. 82 W., 5th P.M., lying within a strip of land 198.0 ft. wide, measured on the southeasterly side of the following described highway centerline as surveyed and staked over and across said Lot A of Outlot 1:

Said centerline begins on the north line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ where said centerline is located 289.49 ft. west of the northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence running N 39°07'23"E until said strip crosses the north line of said Lot A of Outlot 1.

Said strip is shown on the plat as Parcel No. 1 and contains 0.093 acres, excepting all that portion belonging to the Soo Line Railroad, all that portion previously acquired or lying within 33 ft. of the section line.

TRANSFER ENTERED THIS
13 DAY OF May 1980
J. C. Pederson
ADDRESSEE, WARD CO. N. D. CR

(As platted and filed in the Register of Deeds Office)

Now therefore, I, Clerk of the District Court of Ward County, North Dakota, do certify that I have received a deposit of the offer as made by the North Dakota State Highway Department in the amount of \$ 837.00 dollars, and further that the amount of money so deposited is for the use and benefit of the owner or owners and tenant or tenants jointly, for the taking of highway right of way, including all of their various interests, excepting oil, gas and other fluid minerals, in and to the above described property.

Dated at Ward, N.D. this 2nd day of April, 1980.

J. C. Pederson
Clerk of the District Court

Ward County,
North Dakota

SEAL

STATE OF NORTH DAKOTA)
COUNTY OF Ward) :ss

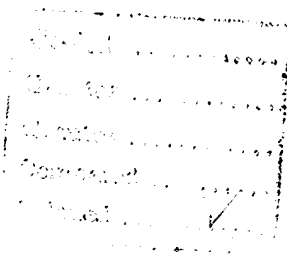
On this 21st day of April, 19 80, before me a
Notary Public within and for said county and
state, personally appeared Edw. L. Lusk
known to me to be the Clerk of the District Court of said county and state,
and the person who is described in and who executed the within instrument and
acknowledged to me that she executed the same.

ARLENE REGISTER
Notary Public, Ward County, N. Dak.
My Commission Expires Feb. 22, 1983

Arlene Register
Notary Public

Ward County,
North Dakota

State of North Dakota
County of Ward
REGISTER OF DEEDS
I hereby certify that the within
instrument was filed in the office for record on
MAY 13 1980 - 11:30 AM
and was duly recorded as instrument
No. 1885-113
of Seed
Arlene Register
Register of Deeds



Project No. E-4-002(10)147

594479

Parcel No. 1

WARRANTY DEED (State Highway Department)

THIS INDENTURE, Made this 12 day of Dec. in the year of our Lord one thousand nine hundred and Eighty between

KLOH INC. c/o Robert Ingstad
whose post office address is Box 907, Valley City, N.D. & Box 10, Minot ND.

part y of the first part, and the State of North Dakota, for the use and benefit of the State Highway Department, whose post office address is Bismarck, State of North Dakota, party of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and Other Valuable Considerations to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do es by these presents GRANT, BARGAIN, SELL and CONVEY unto said party of the second part, its successors and assigns, FOREVER, all the tract or parcel of land lying and being in the County of Ward, State of North Dakota, and described as follows, to-wit:

Parcel No. 1

All that portion of Lot A of Outlot 1 of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 32, Twp. 155 N., Rge. 82 W., 5th P.M., lying within a strip of land 198.0 ft. wide, measured on the southeasterly side of the following described highway centerline as surveyed and staked over and across said Lot A of Outlot 1:

Said centerline begins on the north line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ where said centerline is located 289.49 ft. west of the northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence running N 39°07'23"E until said strip crosses the north line of said Lot A of Outlot 1.

Said strip is shown on the plat as Parcel No. 1 and contains 0.093 acres, excepting all that portion belonging to the Soo Line Railroad, all that portion previously acquired or lying within 33 ft. of the section line.

Excepting and reserving to the grantors herein, their successors and assigns, all oil, oil rights, natural gas, natural gas rights and other fluid minerals that may be within or under the parcel 1 of land herein described without, however, the right ever to drill, dig or mine through the surface of said land therefore or otherwise in such manner as to endanger the safety of any highway that may be constructed on the lands hereby conveyed.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said party of the second part, its successors and assigns, FOREVER, And the said

KLOH INC. c/o Robert Ingstad

said part y of the first part, for itself, its heirs, executors and administrators, do es covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the land and premises aforesaid, and ha s good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, whatsoever, and the above bargained and granted land and premises in the quiet and peaceable possession of said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will warrant and defend.

IN WITNESS WHEREOF, The said part y of the first part hereunto set its hand the day and year first above written.

Signed and Delivered in Presence of

[Signature]

[Signature]
Mrs. Kott Doe

Form No. 13-5-5 **TRANSFER ENTERED THIS**
24th DAY OF December 1980

G.C. Pederson
AUDITOR, WARD CO., N. D.
by Dave Berger, Deputy

STATE OF NORTH DAKOTA)
COUNTY OF BARNES)

On this 12th day of December, A.D. 19 80, before me personally appeared ROBERT E. INGSTAD

known to me to be the same person described in and who executed the within and foregoing instrument, and severally acknowledged to me that he executed the same.

My Commission Expires:
GLORIA A. OLSBERG
Notary Public, BARNES COUNTY, N. DAK.
My Commission Expires NOV. 6, 1984

Gloria A. Olsberg
Notary Public for the County of
BARNES State of
NORTH DAKOTA



State of North Dakota
County of Barnes
I hereby certify that the within

instrument was filed in the office of the recorder on
DEC 24 1980 - 1 25 PM

and was duly recorded in document
59849

H. G. Ruemmele
Agent

H. G. RUEMMELE, AGENT
BOX 326
GRAND FORKS, N. DAK. 58201

Customer: Tower Title
Branch: RW Commercial
Reference: VTB-205860-C

Request Date: 3/12/2025
Report Date: 3/13/2025

**PROPERTY
TAX DIRECT**

LOAN INFORMATION

Borrower Name:	Agency Fees: \$0.00
Supplied Address: 2005 Highway 2 Byp E Minot, ND 58701	Annual Tax: \$1,770.71
Standardized Address: 2005 Highway 2 Byp E Minot, ND 58701	Monthly Escrow: \$147.56
Supplied Parcel:	Purchase Price:
	Severity: Minor (Delinquent, but no pending auctions within 2 years)

TAX DETAIL

WARD COUNTY, AGENCY 1 OF 1

Agency Type: COUNTY	Bill Release: 12/11
Agency Code: ND0510000	Delinquent Dates: 03/03, 10/15
Agency: WARD COUNTY 315 3RD STREET SE MINOT, ND 58701	Data as of: 3/13/2025
Pay To: COUNTY TREASURER	
Phone: (701) 857-6426	
Fax: (701) 857-6424	

WARD COUNTY, PARCEL 1 OF 1

Tax ID	Current Year Taxes / Bill Type: Regular / Tax Years 2024-2025				
	Amount	P & I	Balance	Due Date	Status
NE32099000011	\$1,175.70	\$0.00	\$0.00	3/3/2025	PAID
Assessments	\$595.01	\$0.00	\$0.00	10/15/2025	PAID
Values	Bill Redemptions				
Land: \$4,450.00	\$0.00 by 3/31/2025				
Improvement: \$300.00					
Exemptions					
Homeowner: \$0.00					
Other: \$0.00					
Net Taxable: \$4,750.00					
Assessed Owner					
VERTICAL BRIDGE LANDCO, LLC					
Use Code					
RBLG -					
Disc Date	Disc %	Disc Amt			
02/17/2025	5%	\$1,682.17			

Customer: Tower Title
Branch: RW Commercial
Reference: VTB-205860-C

Request Date: 3/12/2025
Report Date: 3/13/2025

**PROPERTY
TAX DIRECT**

TAX/CHECK SUMMARY

Agency Code	Parcel	Year From-To	Total
ND0510000 - WARD COUNTY	NE320990000011	2024-2025	\$0.00
Pay to: COUNTY TREASURER		Total by Regular Check:	\$0.00
		Total Certified Checks:	\$0.00
		Total Regular Checks:	\$0.00
		Total All:	\$0.00

Customer: Tower Title
Branch: RW Commercial
Reference: VTB-205860-C

Request Date: 3/12/2025
Report Date: 3/13/2025

**PROPERTY
TAX DIRECT**

TAX PAYMENT INSTRUCTIONS

Payment 1

Pay To: COUNTY TREASURER
Mail To: WARD COUNTY
315 3RD STREET SE
MINOT, ND 58701
Phone: 7018576423
Check Type: Regular
Check Amount: \$0.00 by 3/31/2025

Comments:

Processed By: _____

Payment Date: ____/____/_____
Severity: Minor

Check #: _____

Property Tax Payment Form

WARD COUNTY
315 3RD STREET SE
MINOT, ND 58701

Enclosed please find our check remitted for payment of the property taxes and/or delinquent charges for the following property:

Reference: VTB-205860-C

Address: 2005 Highway 2 Byp E, Minot, ND 58701

Parcel: NE320990000011

Tax Collector(s): WARD COUNTY 2024-2025



Ward County North Dakota • 315 Third St. SE • Minot, ND 58701

Shopping Cart: 0 items [\$0.00]

New Search

History

Payoff

Pay Taxes

Help

Parcel #: NE320990000011

Status: Paid

Receipt: 33546

2024 Owner(s):
VERTICAL BRIDGE LANDCO, LLC

Mailing Address:

C/O RYAN LLC & JONATHAN HART
2800 POST OAK BLVD SUITE 3700
HOUSTON, TX 77056

Legal Description:

LOT A OF S-D OF OLT 1 LESS HWY R-W, S32- 155 -82,

2024 Value:

Market: \$95,000
Taxable: \$4,750

Disabled Vet Credit: \$0
Homestead Credit: \$0
Net Taxable: \$4,750

Detail

2024 Taxes:

View Pie Charts

First Half: \$1,175.70 **Due:** 3/3/2025
Second Half: \$595.01 **Due:** 10/15/2025
Total: \$1,770.71

Show Current Tax Bill

Detail

2024 Payments:

First Half: \$1,175.70
Second Half: \$595.01
Discount: \$59.50
Total: \$1,711.21
(May include penalty & interest)

2024 Legal Records:

Geo Code: Instru#: 3003320 **Doc Type:** WD **Date:** 2016-12-02

Property address: 2005 HWY 2 BYPASS E, MINOT ND 58701

Subdivision: (NE32099) NE32099

TRS: T155, R82, Sec. 32

Legal: LOT A OF S-D OF OLT 1 LESS HWY R-W, S32-155 -82, NEDROSE-A 4.524

Acres: 4.52

Note: The accuracy of this data is not guaranteed.
Web data was last updated 03/12/2025 02:00 PM.

Send Payments To:

Ward County Treasurer
PO Box 5005
Minot, ND 58702



© 2025 Tyler Technologies, Inc. iTax Version 2024.4.0.0

Exhibit 7 – Site Photos



Aerial View 1



Aerial View 2



MINOT PLANNING COMMISSION

DRAFT 2026 MEETING SCHEDULE

Regular meetings usually take place on the **second Monday** of every month at 5:30 p.m. in City Council Chambers at Minot City Hall.

Applications must be complete and include payment of all fees by the deadline to secure placement on the next available Planning Commission meeting agenda.

<u>Application Deadline (10:00 am)</u>	<u>Planning Comm. Meeting Date</u>	<u>City Council Meeting Date*</u>
Monday, December 8, 2025	Monday, January 12	Monday, February 2
Monday, January 5	Monday, February 9	Monday, March 2
Monday, February 2	Monday, March 9	Monday, April 6
Monday, March 9	Monday, April 13	Monday, May 4
Monday, April 6	Monday, May 11	Monday, June 1
Monday, May 4	Monday, June 8	Monday, July 6
Monday, June 8	Monday, July 13	Monday, August 3
Monday, July 6	Monday, August 10	Tuesday, September 8
Monday, August 10	Monday, September 14	Monday, October 5
Tuesday, September 8	Monday, October 12	Monday, November 2
Monday, October 5	Monday, November 9	Monday, December 7
Monday, November 9	Monday, December 14	Monday, January 4, 2026

* This is the date of the first reading. Rezones, Ordinance Amendments, and Annexations require a second reading at City Council, which will take place at the following City Council Meeting.



MINOT PLANNING COMMISSION

DRAFT 2026 MEETING SCHEDULE

Regular meetings usually take place on the **second Tuesday** of every month at 5:30 p.m. in City Council Chambers at Minot City Hall.

Applications must be complete and include payment of all fees by the deadline to secure placement on the next available Planning Commission meeting agenda.

<u>Application Deadline (3:00 pm)</u>	<u>Planning Comm. Meeting Date</u>	<u>City Council Meeting Date*</u>
Monday, December 8, 2025	Tuesday, January 13	Monday, February 2
Monday, January 5	Tuesday, February 10	Monday, March 2
Monday, February 2	Tuesday, March 10	Monday, April 6
Monday, March 9	Tuesday, April 14	Monday, May 4
Monday, April 6	Tuesday, May 12	Monday, June 1
Monday, May 4	Tuesday, June 9	Monday, July 6
Monday, June 8	Tuesday July 14	Monday, August 3
Monday, July 6	Tuesday, August 11	Tuesday, September 8
Monday, August 3	Wednesday, September 9	Monday, October 5
Tuesday, September 8	Tuesday, October 13	Monday, November 2
Monday, October 5	Tuesday, November 10	Monday, December 7
Monday, November 2	Tuesday, December 8	Monday, January 4, 2027

* This is the date of the first reading. Rezones, Ordinance Amendments, and Annexations require a second reading at City Council, which will take place at the following City Council Meeting.



2025/2026 CITY COUNCIL AGENDA DEADLINES

Regular meetings of the City Council usually take place on the first and third Monday at 5:30 p.m.

Deadline: agenda items in the City Manager workflow by the Department Head Meeting

<u>Deadline</u>	<u>City Council Meeting</u>	<u>Deadline</u>	<u>City Council Meeting</u>
Tues. October 7 th	Mon. October 20 th	Tues. June 2 nd	Mon. June 15 th
Tues. October 21 st	Mon. November 3 rd	Tues. June 16 th	Mon. July 6 th
Tues. November 4 th	Mon. November 17 th	Tues. July 7 th	Mon. July 20 th
Tues. November 18 th	Mon. December 1 st	Tues. July 21 st	Mon. August 3 rd
Tues. December 2 nd	Mon. December 15 th	Tues. August 4 th	Mon. August 17 th
Tues. December 16 th	Mon. January 5 th	Tues. August 17 th	Tues. September 8 th
Tues. January 6 th	Tues. January 20 th	Wed. September 9 th	Mon. September 21 st
Wed. January 21 st	Mon. February 2 nd	Tues. September 22 nd	Mon. October 5 th
Tues. February 3 rd	Tues. February 17 th	Tues. October 6 th	Mon. October 19 th
Wed. February 18 th	Mon. March 2 nd	Tues. October 20 th	Mon. November 2 nd
Tues. March 3 rd	Mon. March 16 th	Tues. November 3 rd	Mon. November 16 th
Tues. March 17 th	Mon. April 6 th	Tues. November 17 th	Mon. December 7 th
Tues. April 7 th	Mon. April 20 th	Tues. December 8 th	Mon. December 21 st
Tues. April 21 st	Mon. May 4 th		
Tues. May 5 th	Mon. May 18 th		
Tues. May 19 th	Mon. June 1 st		