

FACILITIES DECOMMISSIONING, REMOVAL AND RESTORATION AGREEMENT

THIS FACILITIES DECOMMISSIONING, REMOVAL AND RESTORATION AGREEMENT (the “Agreement”) is made this _____ day of _____, 2025, by and between the City of Northfield, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, MN 55057 (“CITY” or “LESSOR”), and STC Five LLC, a limited liability company organized under the laws of the State of Delaware, by and through Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney in Fact, with its principle offices located at 2000 Corporate Drive, Canonsburg, PA 15317 (“LESSEE”); (collectively the “Parties”).

RECITALS

WHEREAS, CITY entered into a Land Lease Agreement with LESSEE, dated _____, 2025 (the “Lease”) for the operation and maintenance of a monopole antenna communication tower on a portion of certain CITY owned property located at 10353 Hall Avenue, in the City of Northfield, Rice County, Minnesota, designated as the “Premises” in the Lease; and

WHEREAS, the CITY property upon which the Premises is located is legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Premises is depicted on Exhibit B, which is attached hereto and incorporated herein by reference (the “Premises”); and

WHEREAS, the Lease is incorporated herein by reference and the words, terms, and phases as used therein shall have the same meanings as used in this Agreement; and

WHEREAS, one of the conditions of the Lease is that this Agreement be executed by the Parties and at a minimum contain financial security provided by LESSEE for the benefit of CITY to guarantee LESSEE’s removal and site restoration occurs as required by the Lease and this Agreement upon expiration or termination of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. FACILITIES REMOVAL AND SITE RESTORATION REQUIREMENTS.

a. Facilities and Equipment removal and site restoration obligations shall begin upon the occurrence of any of the following: (i) expiration or earlier termination of the Lease; (ii) abandonment of the Premises by LESSEE; or (iii) discontinuance of use of the Facilities located on the Property and Premises as provided in the Lease for a period of two (2) years.

b. LESSEE shall, at its sole cost and expense, within one hundred eighty (180) days of such expiration or termination, dismantle and remove its entire communication facility, including but not limited to the Facilities, Equipment, utilities, and related equipment, structures, and any appurtenances thereto, including any below grade structural footings, to a depth that meets the satisfaction of the City Engineer, as well as all personal property, from the Premises and Property, and repair all damage therefrom, and restore the Premises, and any damage to the Property therefrom, as nearly as reasonably possible to its pre-development condition, including grading, ground cover and landscaping to the reasonable satisfaction of CITY's City Engineer.

c. Premises and Property restoration shall include land use/cover equal to the actual land use/cover types that existed on the Premises and Property prior to the onset of Tower and Facilities construction and operations on the Premises. Topsoil shall be redistributed in a manner, which minimizes compacting and prevents erosion. Topsoil shall be uniformly redistributed except where uniform redistribution is undesirable or impractical. Topsoil redistribution may not be performed during or immediately after a precipitation event until the soils have sufficiently dried. Vegetation shall be restored by appropriate seeding of grasses or planting of shrubs or trees in all parts of such Premises on the Property. For purposes of clarification, this provision shall only apply to those portions of the Premises where LESSEE had improvements and/or areas that were affected by LESSEE's restoration of the areas utilized by LESSEE within the Premises (in other words, if the Premises is 2,500 sqf but LESSEE only utilized 1,635 sqf of space, LESSEE only needs to restore the area it utilized).

d. On-site inspections by the CITY's City Engineer shall be required upon completion of above removal and restoration activities. Restoration shall be completed to the reasonable satisfaction of CITY's City Engineer.

e. All removal and restoration activities of the LESSEE required under this Agreement shall be timely completed and comply with the City Code, as the same may be amended from time to time, as well as this Agreement, and the Lease. In the event of conflict or inconsistency between the terms and conditions of the City Code and this Agreement, the City Code shall govern followed by this Agreement.

f. LESSEE agrees to complete the removal and restoration requirements contained in this Agreement and return the Property to its original condition, at LESSEE's sole expense, as described in this Agreement, and within the time period outlined in this Agreement.

2. PERFORMANCE SECURITY. As security to guarantee the timely decommissioning, removal of LESSEE's Facilities, and restoration of the Premises and Property to its pre-development condition, as required in this Agreement, the Lease and City Code, LESSEE shall provide at the time of execution of the Lease and this Agreement a performance bond payable to CITY in the amount of Thirty-Five Thousand Dollars (\$35,000.00) (the "security"). The performance bond form and terms and conditions contained therein shall be acceptable to CITY throughout the life of this Agreement. The performance bond shall provide that CITY may draw down the security, without notice, for any violation of the terms of this Agreement, or if the security is allowed to lapse, by presenting the bank/escrow agent/surety with a written demand or an affidavit signed by the City Administrator or the City Administrator's designee attesting to CITY's right to draw down and receive funds under the security. If the required removal and restoration work is not timely completed as provided herein to the reasonable satisfaction of CITY's City Engineer, CITY may draw the security down. If the security is drawn down, the proceeds shall be used to cure the default. The performance bond required herein shall remain in effect until such time as this Agreement is released in writing by CITY. Failure to maintain the performance bond for the life of this Agreement until the same is released by CITY in writing shall be grounds for immediate revocation of the Lease and required removal and restoration of the Premises and Property as required herein. LESSEE shall have the same periods of time as contained in the Lease to cure any default. The performance bond form shall be in substantially the form provided in Exhibit C.

3. RELEASE. With the proper and timely completion of the removal and restoration requirements contained in this Agreement and the Lease, within the time periods outlined in this Agreement, CITY agrees to execute a written release and return the security held to guarantee the satisfactory performance by LESSEE of the removal and restoration requirements contained herein.

4. FAILURE TO PERFORM/REMEDIES. In the event that LESSEE does not timely perform its obligations under this Agreement, the same shall constitute default if not cured by LESSEE within the default period stated in the Lease from date of CITY's notice of default to LESSEE. In the event of an uncured default, CITY may, at its sole discretion, take one or more of the following actions:

a. Remove, dispose of and/or store the Facilities and restore the Premises and Property as provided herein drawing upon the security proceeds to reimburse CITY for all costs incurred by CITY.

b. Perform the removal and restoration work provided herein and invoice any cost of the same to LESSEE that exceeds the security. LESSEE shall pay any costs incurred by CITY not covered by the security in performing work under this Agreement within 30 days of receipt of an invoice for the same from CITY.

c. CITY may utilize any legal method to ensure compliance, including but not limited to, civil enforcement, specific performance and/or prosecution as a City Code violation.

d. Notwithstanding the foregoing, CITY has no obligation to take any actions

of any kind or nature whatsoever to remove the Facilities and/or restore the Premises or Property as provided herein, and the same shall be and remain the primary and ongoing responsibility, obligation, duty, and liability of the LESSEE during the term hereof until such obligation is released in writing by CITY.

5. HOLD HARMLESS / INDEMNIFICATION. LESSEE, and LESSEE's successors and assigns shall indemnify, protect, save, hold harmless and insure CITY, and its respective officials, employees, members and agents, from and against any and all claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligence or willful misconduct, including breach of a specific contractual duty, of LESSEE or LESSEE's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Agreement. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY or its contractors, subcontractors, agents, employees, vendors or delegates. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

6. INSURANCE. Consistent with the terms of the Lease, LESSEE agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force the policies of insurance, and meet all requirements thereof, as contained in the Lease. Nothing in this Agreement shall be construed to waive any immunities or limitations of liability to which CITY is entitled under Minn. Stat. Ch. 466 or otherwise.

7. GENERAL TERMS.

a. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

b. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

c. Binding Effect and Recording. This Agreement shall bind the heirs, executors, administrators, assigns and successors of the Parties. This Agreement shall run with the land and shall be recorded by LESSEE at the expense of LESSEE within 30 days of full execution hereof. LESSEE shall file a copy of the recorded Agreement with the City Clerk of CITY.

d. Recitals. The recitals hereto are made a part of this Agreement by reference.

e. Notices. The Parties' representatives for notification for all purposes are:

CITY/LESSOR:

Ben Martig, City Administrator
City of Northfield
801 Washington Street
Northfield, MN 55057

LESSEE:

STC Five LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317
Phone: (724) 416-2000

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other Party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, and addressed to the other Party to this Agreement, to the address set forth in this Agreement, or if to a Party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any Party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

f. Dispute Resolution. The Parties agree to negotiate all disputes between them related to this Agreement in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law or equity.

g. Assignment. This Agreement may not be assigned by LESSEE without the prior written consent of CITY unless the Lease is also being simultaneously assigned by LESSEE.

h. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of all Parties hereto.

i. No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between CITY and LESSEE.

j. Compliance with Laws. The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the Tower improvements, Facilities, programs and staff for which each Party is responsible.

k. Governing Law. This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.

l. Data Practices. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.*

m. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

n. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

o. Entire Contract. Subject to the Lease and City Code, these terms and conditions constitute the entire agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

p. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

q. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Parties arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

CITY OF NORTHFIELD

By: _____
Erica Zweifel, Its Mayor

Date: _____

By: _____
Lynette Peterson, Its City Clerk

Date: _____

COUNTY OF RICE)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2025, by Erica Zweifel and Lynette Peterson, respectively the Mayor and City Clerk, on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota.

Notary Public

STC FIVE LLC

By: _____
Christopher M. Miller, Its Manager

Date: _____

COUNTY OF _____)
) ss.
STATE OF _____)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2025, by Christopher M. Miller, its Manager, on behalf of STC Five LLC, a limited liability company under the laws of the State of Delaware.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103-2122
651-225-8840

EXHIBIT A

Legal Description of Property

That part of the south 100 acres of the Northwest Quarter of Section 8, Township 19 West of the 5th Principal Meridian, Rice County, Minnesota described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence on an assumed bearing of South 00 degrees 05 minutes 10 seconds West along the west line of said Northwest Quarter, a distance of 1178.54 feet; thence South 89 degrees 54 minutes 50 seconds East, perpendicular to said west line, a distance of 326.00 feet; thence South 00 degrees 05 minutes 10 seconds West, parallel with said west line, a distance of 163.23 feet to the point of beginning of the parcel of land to be described; thence continuing South 00 degrees 05 minutes 10 seconds West, parallel with said west line, a distance of 135.15 feet; thence South 89 degrees 54 minutes 50 seconds East, perpendicular to said west line, a distance of 134.00 feet; thence South 00 degrees 05 minutes 10 seconds West, parallel with said west line, a distance of 443.95 feet; thence North 89 degrees 54 minutes 50 seconds West, perpendicular to said west line, a distance of 460.00 feet to said west line; thence South 00 degrees 05 minutes 10 seconds West along said west line, a distance of 50.00 feet; thence South 89 degrees 54 minutes 50 seconds East, perpendicular to said west line, a distance of 1275.00 feet; thence North 00 degrees 05 minutes 10 seconds East, parallel with said west line, a distance of 629.10 feet; thence North 89 degrees 54 minutes 50 seconds West, perpendicular to said west line, a distance of 949.00 feet to the point of beginning.

AND

The part of the NW1/4 of Section 8, Township 111, Range 19, Rice County, Minnesota described as follows; Commencing at the northwest corner of said NW1/4, thence S00°05'10"W, along the west line of said NW1/4, a distance of 1476.92 feet to the point of beginning of the land to be described: thence S89°54'50"E, perpendicular to said west line, a distance of 460.00 feet; thence S00°05'10"W, parallel to said west line, a distance of 443.95 feet; thence N89°54'50"W, perpendicular to said west line, a distance of 460.00 feet to the west line of said NW1/4; thence N00°05'10"E, along the west line of said NW1/4, a distance of 443.95 feet to the point of beginning. Subject to Spring Creek Road over and across the west side thereof.

EXHIBIT B

Depiction of Premises



EXHIBIT C

Performance Bond Form PERFORMANCE BOND

Bond Number: _____

KNOW ALL BY THESE PRESENTS, That we, _____, a limited liability company under the laws of the State of _____, whose address is _____, as Principal, (hereinafter called the “Principal”), and _____, a _____ corporation, whose address is _____, and certified by the Minnesota Commissioner of Commerce and authorized to act as a surety as provided in Minn. Stat. §§ 60A.23, subd. 5 and 574.15, (hereinafter called the “Surety”) are held and firmly bound unto the City of Northfield, Minnesota, as Oblige, in the amount of Thirty-Five Thousand and No/100ths Dollars (\$35,000.00), lawful money of the United States of America, for which payment well and truly to be made to Oblige, we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Oblige entitled “FACILITIES DECOMMISSIONING, REMOVAL AND RESOTRATION AGREEMENT,” to perform in accordance with the terms and conditions of the same (hereinafter referred to as the “Agreement”), said Agreement is hereby referred to, incorporated herein, and made a part hereof by reference.

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Agreement, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms and the terms of the Agreement. The Bond is subject to the following conditions:

1. The Surety hereby waives notice of any alteration or extension of time made by the Oblige.
2. Whenever Principal shall be, and declared by Oblige to be, in default under the Agreement, the Oblige, having performed Oblige’s obligations hereunder, the Surety may promptly remedy the default, or shall promptly:
 - a. Complete the Agreement in accordance with its terms and conditions, or
 - b. Obtain at least two quotes for submission to Oblige for completing the Agreement in accordance with its terms and conditions, and upon determination by Oblige and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Oblige, and make available as work progresses sufficient funds to pay the cost of completion of the work under the terms of the

Agreement and including other costs and damages for which the Surety may be liable hereunder.

3. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators, or successors of Obligee.
4. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of _____ to _____. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
5. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within two years from termination or expiration of the Bond term.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Agreement, then the terms of this Bond shall prevail.
7. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
8. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:

[Remainder of page left intentionally blank]

SIGNED, SEALED AND DATED this _____ day of _____, 20____

_____, PRINCIPAL

Address: _____

(CORPORATE SEAL)

By: _____

Its: _____

By: _____

Its: _____

(CORPORATE SEAL)

_____, SURETY

Address: _____

By: _____

Its: Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public within and for said County and State, appeared _____ and _____ to me personally known, who, being each by me duly sworn, did say that they are the _____ and _____ of the company named in the foregoing instrument and that said instrument was signed on behalf of said company by authority of its _____ and said _____ and _____ acknowledged said instrument to be the free act and deed of said company.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me a Notary Public within and for said County and State, appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the Attorney-in-Fact of _____ (Surety), a _____ corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation and that said instrument was executed in behalf of said corporation by said _____ by authority of its Board of Directors and that said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public