

The following is the agenda for **Thursday, April 2nd, 2026 at 6:00pm**. The Todd County Planning Commission will hold a public hearing in the Commissioner's Boardroom, Historic Courthouse, 215 1st Ave South, Suite 301, Long Prairie.

NOTE: This meeting is being held in-person, and the public is encouraged to attend. Those who do attend in person can find parking atop the hill on the west side of the Historic Courthouse and enter through the North Doors, near the American Flag and monument.

If you have any concerns or questions in regard to the upcoming meeting and the applications on the agenda, feel free to contact the Planning & Zoning Office at either (320) 732-4420 or [toddplan.zone@co.todd.mn.us](mailto:toddplan.zone@co.todd.mn.us). All correspondence must include name & mailing address and be received 48 hours before the date and time of the hearing.

### **Agenda**

- Call to Order
- Pledge of Allegiance
- Introduction of Planning Commission Members and process review.
- Approval of agenda
- Approval of the March 5<sup>th</sup>, 2026, Planning Commission meeting minutes
- The applicant is introduced
  - Staff report
  - Applicant confirms if staff report accurately represents the request
  - Correspondence
  - Site Visit Review
  - Public comment
  - Board review with applicants, staff, and public

**1. USS Eagle Bend Solar LLC:** Section 02, Wykeham Township

**Site Address:** 14910 380<sup>th</sup> Street, Eagle Bend, MN 56446

**PID:** 28-0001100

1. Request CUP to construct and operate an up-to 10-megawatt solar farm in AF-1 Zoning District

**2. The Towers LLC C/O Buell Consulting:** Section 23, Birchdale Township

**Site Address:** 21794 State Hwy 28, Grey Eagle, MN 56336

**PID:** 03-0018603

1. Request for construction of a monopole for telecommunications antennas and equipment with a structure height of 155', and an overall height of 164' including the lighting rod in Rural Townsite Zoning District.

**3. Amendment to Article XII. Regulation on Cannabis Businesses, Todd County Planning and Zoning Ordinance**

**Adjournment –**

**Next meeting: May 7th, 2026**

## Planning Commission Meeting Minutes

March 5<sup>th</sup>, 2026

Completed by: Sue Bertrand, P&Z Staff

All site visits completed by Adam Ossefoort and Jim Pratt on 2/26/2026

Meeting attended by board members: Chairman Jim Pratt, Vice Chair Ken Hovet, Lloyd Graves, Roger Hendrickson, Andy Watland and Commissioner Tim Denny.

Staff members: Adam Ossefoort and Sue Bertrand

Other members of the public: Sign-in Sheet is available for viewing upon request.

Jim called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited as a collective group.

Introduction of the staff and board members by Jim.

Ken motioned to have the February 5, 2026 meeting minutes approved as amended. Lloyd seconded the motion. Voice vote, no dissent heard. Motion carried.

Roger motioned to have the agenda approved as presented. Andy seconded the motion. Voice vote, no dissent heard. Motion carried.

**AGENDA ITEM 1: Harvey Raber-Section 26, Eagle Valley Township, Site Address:** County 20, Clarissa, MN 56440 **PID:** 07-0030100

1. Request for CUP to manufacture and repair wooden pallets with proposed 60' x 120' shop with a 60' x 6' overhang in AF-1 Zoning District

Harvey was present as the applicant.

Staff Findings: Adam read through the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

### **Recommendation:**

A motion to recommend approval to the County Board of Commissioners with the following conditions:

### **Proposed Conditions:**

1. Hours of operation shall be restricted to 7:00 AM to 6:00 PM CST, Monday through Saturday.
2. Operation of the sawmill shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance. All outdoor storage must be placed on the west and north sides of the proposed structure.
4. There shall be no loading or unloading of materials within the road right-of-way.
5. Establishment of additional driveway accesses must be approved by the road authority.
6. Applicant shall abide by all other applicable federal, state, and local standards.

Correspondence received: Yes, letter from Loren Fellbaum. This letter may be reviewed in full upon request at the Planning and Zoning office.

Public comment:

Bryan Pesta half mile to the West. Has traffic concerns with that curve and concerned for accidents. He travels on that curve all the time and is wondering if that is going to be addressed. He noticed the applicant already had materials out there, and asked what effect that has on his application?

Adam stated we do tell them they can bring in materials for building, but not to start the project as the applicant runs the risk of it being denied.

On Site Visit Report by: Jim Pratt and he stated it was basically a hay field. He suggested talking to the County Engineer on placement of the second driveway. This report may be viewed in full, upon request, at the Planning and Zoning office.

Board discussion:

Ken asked to see where the driveway was now.

Adam, just off the South end of the trees and showed photos on the overhead.

Andy, kind of an "s"-curve.

Ken suggested adding a condition that they consult County Engineer on the placement of the second driveway.

Roger, the road either curves one way or the other, looks like there is good visibility where it is, then up there on the North, there is good visibility.

Andy agreed to consult with County on placement.

Ken, no one is close enough to be bothered by dust or noise.

Tim agreed with amended condition #5.

Ken motioned to approve, Roger seconded with the 6 conditions as amended.

1. Hours of operation shall be restricted to 7:00 AM to 6:00 PM CST, Monday through Saturday.
2. Operation of the sawmill shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance. All outdoor storage must be placed on the west and north sides of the proposed structure.
4. There shall be no loading or unloading of materials within the road right of way.
5. Relocation of the existing driveway to a location approved by the road authority. Establishment of additional driveway accesses must be approved by the road authority.
6. Applicant shall abide by all other applicable federal, state, and local standards.

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Ken Hovet	Yes

Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried. Jim noted the application will be presented to the County Board of Commissioners on March 17<sup>th</sup>, 2026.

**AGENDA ITEM 2: USS Eagle Bend Solar LLC-Section 02, Wykeham Township, Site Address: 14910 380<sup>th</sup> Street, Eagle Bend, MN 56446 PID: 28-0001100**

1. Request CUP to construct and operate an up-to 10-megawatt solar farm in AF-1 Zoning District

Jean and Tena were present as the applicants.

Staff Findings: Adam read through the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

**Recommendation:**

A motion to recommend approval to the County Board of Commissioners with the following conditions:

**Proposed Conditions:**

1. Submittal of an interconnection agreement with the electric service provider prior to issuance of land use permits.
2. Development and submittal if a decommissioning plan in compliance with Section 9.20 of the Todd County Planning and Zoning Ordinance.
3. Establishment of a bond, letter of credit, or escrow account in the amount of \$1,250,000 in which Todd County is made party too for the purposes of decommissioning.
4. Development and approval of a Stormwater Pollution and Prevention Plan (SWPPP) prior to land use permitting.
5. Establishment of a road maintenance agreement with Wykeham Township and submittal of the agreement to Todd County prior to issuance of land use permits.
6. There shall be no loading or unloading of equipment or materials within the road right of way. Roadways shall be kept clear at all times during and after construction.
7. Noxious weeds and invasive species shall be controlled at all times.
8. Applicant must abide by all other applicable federal, state, and local standards.

Tena confirmed the staff report was accurate.

Site visit completed for US Solar by Adam Ossefoort and Jim Pratt on 2/26/2026

Correspondence received: Yes, from Todd County Corn and Soybean growers, Chris Odden with the Todd County Assessor’s office and a letter from Jean Greenwaldt. Adam read all three into the record. These may be viewed in full, upon request, at the Planning and Zoning office.

Tena Monson presented information regarding this project and solar in General. This informational slide may be viewed in full, upon request, at the Planning and Zoning office. Addressed the fire situation, which if any, would be only ground fire underneath and will be contained on site for control by the fire department.

Public comment:

Dale Katterhagen, had concerns, gave an example of the poplar trees to use for paper, back in the 80's. The quality was not there for sale and it created problems, left poplar plantations all over and that was not a good deal for the County. Solar has the same allure. Heavily subsidized, energy produced goes back on the lines. Puts the financial burden on all of the neighbors, the profit margins are slim, just thinking, be careful.

Dave Harren, nearby landowner, concerns about run off as it leads right to his place, concerns about weed control and this will not help the community. This is a twenty-year thing that has happened time and time again, it is not "if", it is "when". Sometimes he thinks of putting his land in, as well, but it is not going to help the community.

Tom Henrich, has grandson who works installing solar panels and must wear a hazmat suit if panels break. Down in Arizona built the big solar farm and it overloaded the system, and had to triple the size of system. Found there are different grades of panels, el-cheepos, and ones that follow the sunlight and also some with the heaters to melt the snow off. If you're going to put up el-cheepos, you will get el-cheepo in return. Same thing with wind power. There are heavy metals in these panels, an off grade of lead, if we start putting lead back into the system that is not a good thing. They will preach one way and what he has learned is they are not as safe as they are preached, they are.

Bob Byers, staff note, the minimum tree height must be stated. Took six years for a six-foot tree to grow. More details on decommissioning, monstrosity if left out there. We need more information.

Aaron Wendell, what is the County's definition of a variance?

Adam read from the ordinance.

Aaron stated it really doesn't seem to pertain to this. Why have a moratorium if we are not going to follow it? Tornados, hail and winds have blown shards of glass onto neighbor's land and cannot grow potatoes on that land.

Board discussion:

Jim went through his site visit report, this report may be viewed in full, upon request, at the Planning & Zoning office. He stated that when we developed the Solar ordinance, we invited everybody, townships, cities and we all came together meeting after meeting, and decided it would be an allowed use in Ag districts but no Solar Farms on Prime Farmland. Now, are we going to ignore what we came up with? He stated he had a problem with that. We asked the community when we developed our ordinance. He does realize the Board of Adjustment granted the variance but has a problem with that.

Andy stated he needs to see the reasoning behind the Board of Adjustment's decision for granting the variance and would like a copy of the minutes.

Adam stated he could do that.

Jim asked what the Comprehensive Plan has to say about solar farms.

Tim questioned whether the application demonstrated a need for the proposed use and if the decommissioning plan has been adequately addressed. He further noted that the County is dealing with MPCA and they are talking about closing our landfills and some decisions will need to be made.

\$19,000 a year for the County seems like a nice number, but that same farmland generates jobs from feed, fertilizer, equipment repair, trucking and could be in the same ballpark figure for our local jobs from farming. He can find a lot of local negative impact, and this opens the door, although this seems to be well thought out and reviewed. He further agreed with the ten-foot-tall trees at the date of planting, people would rather see a nice grove of trees instead of solar farm. He agrees that snow drifting could be an issue for the Township.

Jim heard a tree can produce a snow drift ten times the height of a tree.

Adam does not have an accurate measurement for a snowdrift.

Tim, not trying to make it difficult for a county resident.

Roger, who is the one who says it is Prime Farmland?

Adam stated that the prime farmland acres are mapped and identified as prime by the USDA.

Tena, Solar farm is on 55 acres, approximately. Tena also asked for clarification on if the discussion should be held to just the CUP and not the variance that was previously granted.

Adam confirmed that the discussion should remain on the CUP request.

Lloyd stated he hates to drive by Solar Farms. He thinks it is ugly.

Ken, decommissioning, how far down will you be digging?

Tena, low enough to be able to farm it, 3 to 4 feet, and they leave the bottom of the pole in the ground so as not to disturb the lower soil layers.

Ken, are panels considered impervious surface, for Mr. Harren's questions, concentrate and run-off?

Harren stated water will run into his ditch.

Adam read the definition of impervious out of the ordinance.

Roger assumed it is similar to a deck, water is still displaced even though there are spaces between boards.

Ken, talking about screening, there should be a condition that there must be a written agreement with the township.

Adam stated to keep in mind, we must be able to enforce the condition.

Ken, are we asking for more than one row of trees for screening. Where?

Adam the ordinance requires along the road right of way.

Andy, just the solar panel area distance?

Adam, yes.

Ken stated it should be along the south side as well.

Adam, how many rows?

Ken initially suggested 3 rows of trees, further discussion amongst the board concluded that two rows is appropriate.

Tena proposed 4 – 6 feet upon planting, so they do not lose the time if they need to replace the ones that don't make it.

Adam suggested whatever SWCD recommends for trees, as Dylan provided, alternating in an offset manner.

More discussion on tree screening.

Tim asked Tena what she meant by "these are going to happen regardless".

Tena, State law requires it of MN Power. The most challenging aspect is "to win over" the landowner. Lack of demand, we are at the end of negotiations. MN power is expecting them to deliver.

Tim agrees with Harren and Jim, the public supported to not take Prime Farmland, and the first request off the bat is for a Solar Farm on Prime farmland.

Andy two fronts: Saw a number 20 million capital cost. Looking at decommission number 1.25 million, will that be enough including inflation?

Tena explained the decommissioning value of 1.25 million is generally the higher number in MN.

Andy stated the safety isn't there.

Discussion on Solar Ordinance.

Public member asked, where is US Solar located?

Tena, the main office is in Minneapolis. There are many other locations throughout the Country, many out east.

Andy, the references to a time frame are around 25-30 years, but not solid.

Tena, in her opinion, the backstop is 25-30 years in the unlikely event. With repowering and upgrades, it could be longer. None of us have a crystal ball.

Andy, it could be 100 years.

Tena, we assume a 35- year life matches the panel life. There are some Counties that have a term life, but not in Todd County. Reminded this farmland has a low yield, has been wet and not high producing. They did not believe it was Prime Farmland.

Andy mentioned the maps on the environmental reviews that parcel 28-0001600 was also reviewed. Andy wanted to confirm that that parcel is not a part of this application. It was confirmed, only parcel 28-0001100 is involved with this application.

Bob requested the minutes be given to John Lindemann, attorney, for review on the decision, and he would also like a copy of the BOA minutes from January 22, 2026.

Lloyd, questioned the post removal process.

Tena offered to bring more information on that.

Tena added she will bring more info on drainage and will also bring her engineer. Will address Bob Byers' questions. She wanted to mention that she is familiar with the panels used on the Becker project and that style of panel is not being used on this project.

Tim hates to see all this acreage going to someone outside of the County.

Tina offered to table.

Ken motioned to table until next month and Andy seconded.

Roll call vote commenced as follows:

<b>Board member</b>	<b>Vote (yes or no)</b>
Ken Hovet	Yes
Roger Hendrickson	Yes
Lloyd Graves	Yes

Andy Watland	Yes
Jim Pratt	Yes

Motion carried.

**AGENDA ITEM 3: Jacob Swartzentruber-Section 36, Reynolds Township, Site Address: 21431 221<sup>st</sup> Avenue, Long Prairie, MN 56347 PID: 20-0040500**

1. Request an after-the-fact CUP to operate a sawmill for wholesale and retail with proposed 40' x 44' shop addition in AF-1 Zoning District

Jacob was present as the applicants,

Staff Findings: Adam read through the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

**Recommendation:**

A motion to recommend approval to the County Board of Commissioners with the following conditions:

**Proposed Conditions:**

1. Hours of operation shall be restricted to 7:00 AM to 6:00 PM CST, Monday through Saturday.
2. Operation of the sawmill shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. There shall be no loading or unloading of materials within the road right of way.
5. Applicant shall abide by all other applicable federal, state, and local standards.

Public comment: None.

Board discussion:

On Site Visit Report by: Jim went through his site visit report. This may be viewed in full, upon request, at the Planning and Zoning office.

Ken asked if the sawmill will be indoors?

Jacob, all enclosed.

Correspondence received: None

Roger motioned to approve, Lloyd seconded with the conditions as presented.

1. Conditions: Hours of operation shall be restricted to 7:00 AM to 6:00 PM CST, Monday through Saturday.
2. Operation of the sawmill shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. There shall be no loading or unloading of materials within the road right of way.
5. Applicant shall abide by all other applicable federal, state, and local standards.

Roll call vote commenced as follows:

<b>Board member</b>	<b>Vote (yes or no)</b>
Ken Hovet	Yes
Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried. Ken noted the application will be presented to the County Board of Commissioners on March 17<sup>th</sup>, 2026.

**AGENDA ITEM 4: Amendments to Article XII Regulation on Cannabis Businesses, Todd County Planning and Zoning Ordinance.**

Staff Findings: Adam read through the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

Correspondence received: Yes, Halbersma letter was read into the record. This letter may be read in full, upon request, at the Planning and Zoning office.

Andy, no language to limit the number of cultivation sites?

Adam, that's correct, only retail can have limits applied.

Andy brought up precedence.

Bob, Bruce township has a proposal in front of them, and they are following the County Ordinance, so there is a sense of urgency to set these forth. To request 40 acres will be limiting, but a lot easier to enforce and a lot easier to regulate.

Roger, feedlots must have enough land available to spread the manure, that is why there is a certain number of acres required.

Ken, the Department of Agriculture office thinks differently than the Office of Cannabis Management.

Bob, a long time ago, a kid had an amazing garden, nothing stopped other kids from sneaking in there at night and helping themselves. The THC in Cannabis is much more potent these days and who is to stop people from helping themselves in the middle of the night just cutting flower off those gardens?

Barb Becker noted that there is definitely a smell from cannabis cultivation and should be factored into the site limitations.

Bob, cannabis grown in MN must sell in MN, formerly 5% THC is being sold as 25% to 30% THC and is a much higher level of THC if young people got into a field.

Andy, it rivals crop engineering.

Bob stated he could harvest two acres of sweet corn in a day, by hand, he thought maybe the size of acreage should come into play.

Barb, commercial verses industrial, should it be industrial, and not rural? She'd rather it be closer to cities.

Adam stated we do not have an industrial zoning district but allowed commercial "uses" in some districts.

Ken, should we require 40 acres in commercial to plant indoor?

Andy, we can't look too crazy or they will think we are trying not to allow it.

Tim, we are trying to generate income for the County.

Adam asked if we are trying to create separate parcel sized for indoor vs outdoor cultivation?

Barb mentioned that the setback requirements should be looked at all. Particularly the distance to neighboring homes.

Jim confirmed that we are only looking for a larger parcel size requirement for outdoor growth.

Bob, if it is 40 acres, and a person pays a \$10,000 application fee, \$20,000 license fee and \$30,000 renewal fee, would it be cost prohibitive to even start the cultivation?

Ken it will for some, except for your big, out of state companies.

Bob, they are not going to be putting combines out there to harvest.

Ken, all for limiting outdoor, he considers 20 acres for commercial zoning.

Andy, we need language to secure the facilities.

Ken noted that outdoor growth is visible.

Tim suggested to establish it on a 40-acre piece, so neighbors can't see it as well.

Andy, smell would be less also.

Andy, start with 40.

Ken, 40.

Jim, 40.

Adam, both restricted to commercial, not expanding the outdoor cultivation into ag zones? And Indoor cultivation needs to meet all property setbacks.

Barb, they need a lot of space.

Adam, change neighboring setback?

Jim, 1000'.

Barb asked if they could apply for a variance to be allowed in other zones.

Adam stated that an applicant cannot apply for a use variance.

The existing setback requirements were reviewed. Jim stated that we might as well do 1000 feet for a setback to a neighboring residence.

Adam setbacks are measured from the growing area/facility to the local school, daycare, residence etc.

Barb, why not from the property line. There are a lot of children in the school district of Moran Township.

Adam read setbacks.

Jim, 1000 from school, daycare 500? So do you only have to be 500 feet from a daycare to grow Cannabis?

Andy, be restrictive, until reasons to loosen.

Adam highlighted and reviewed the areas that will need to be edited in yellow to be more specific. He will have Jason look through changes and try to get them in the next board packet.

Ken motioned to table, Andy seconded.

Roll call vote commenced as follows:

<b>Board member</b>	<b>Vote (yes or no)</b>
Ken Hovet	Yes
Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried.

Adam noted to the board that annual training will be held on March 24<sup>th</sup> at 2:00 PM in the Commissioner's Room.

Roger motioned to adjourn and Lloyd seconded. Voice vote to adjourn the March Planning Commission Meeting, no dissention heard. Motion carried and meeting adjourn 8:37 PM.



**CONDITIONAL USE PERMIT APPLICATION**

323 N Washington Ave, Suite 350, Minneapolis 55401

Applicant USS Eagle Bend Solar LLC Mailing Address \_\_\_\_\_

Site Address 14910 380th Street, Eagle Bend, MN 56446

Phone Number 612-230-0172 E-Mail Address luke.gildemeister@us-solar.com

Property Owners Name & Address (if not applicant) \_\_\_\_\_  
Jean Greenwaldt, 14910 380th Street, Eagle Bend, MN 56446

Parcel ID(s) 28-0001100 Township Wykeham Lake/River Name \_\_\_\_\_

Zoning District (circle one): AF-1; AF2; R-2; R-10; UG; RT; Comm; L-M; or Shoreland.

Full and Current Legal Description(s) Please see Appendix III for parcel legal description.  
 (attach if necessary)

Current tax statement or other proof of ownership attached  yes ( ) no Please see Appendix III for proof of site control.

Measurement of land involved: Width \_\_\_\_\_ Length \_\_\_\_\_ Acres \_\_\_\_\_

Septic System: Date installed \_\_\_\_\_ Date of latest Compliance Inspection 11/12/2025

Is an upgrade needed: ( ) yes  no

Site accessed by: ( ) public road  easement  
 If CUP approved, US Solar will have legal access rights for access path to solar farm.  
 If easement, is the easement legally recorded?  yes ( ) no

Detailed Explanation of Request:

USS Eagle Bend Solar LLC is requesting a Conditional Use Permit to construct and operate an up-to 10-megawatt solar farm pursuant to Section 5.05 "Conditional Use Permits" and Section 9.20 "Solar Energy System" of the Todd County Ordinance.

**Did you meet with the Township Board to present the Application for Conditional Use Permit?**

Yes X No \_\_\_\_\_ Date of the meeting: 11 / 10 / 25

US Solar met with Wykeham Township on 11/10/25 to inform them of our pending Variance and CUP Applications. There was no opposition from Township members regarding the USS Eagle Bend Solar LLC project.

**Optional Township Board Signature**

**Board Position**

Will the request create an excessive burden on the existing roads or other utilities? **Explain**

No. The project will not require more than a few vehicle visits per year once operational. The project will not require any water, sewage, etc.

Is the requested use compatible with the surrounding properties? **Explain**

Yes. Per Section 9.20 of the ordinance, solar farms are allowed within the AF-1 district as a conditional use.

Could the use significantly depreciate near-by properties? **Explain**

No. The next-closest residence (other than our landowner's residence) will be located over 1,300 feet south of the project. This is a well-sited project that will not depreciate or have an adverse impact on surrounding proper

Will the structure and the use have an appearance that will not have an adverse effect on near-by properties? **Explain**

No. The next-closest residence (other than our landowner's residence) will be located over 1,300 feet south of the project. This is a well-sited project that will not depreciate or have an adverse impact on surrounding proper

Will the requested use create an adverse affect on near-by properties because of noise, odor, glare, hours of operation, or general unsightliness? **Explain**

No. The project will not cause any noticeable noise. The project will not cause odor. The project will be screened by trees to the east and will not cause glare. The project will be maintained by US Solar.

**RETURN APPLICATION, SITE PLAN, SEWER INFORMATION AND ANY ADDITION INFORMATION, AND FEE TO:**

Todd County Planning & Zoning Office  
215 1<sup>st</sup> Ave South, Suite 103  
Long Prairie, MN 56347

Fee: \$600.00 or After-the-Fact Fee: \$1,200.00 payable to "Todd County"

**Only complete applications may be placed on an agenda**

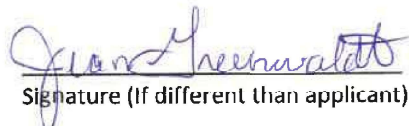
**\*\*A PARCEL IN JOINT OWNERSHIP MUST PROVIDE WRITTEN SIGNATURE OF ALL OWNERS\*\***

USS Eagle Bend Solar LLC  
Applicant Name Printed

USS Eagle Bend Solar LLC  
Signature

1/23/2026  
Date

Jean Greenwaldt  
Property Owner Name Printed

  
Signature (If different than applicant)

1/28/26  
Date

**A Conditional Use Permit expires and is considered invalid unless they are substantially completed within thirty-six months of the date the CUP is granted by the County Board (Section 5.05(N) of the County Zoning Ordinance).**

To: Adam Ossefoort  
Todd County Planning and Zoning

The Todd County Corn and Soybean Growers, an affiliate of the Minnesota Soybean Growers Association, are writing to express our opposition to the proposed solar development by USS Eagle Bend Solar on prime agricultural land in our community. This proposed solar project is in Section 2 of Wykeham Township. While we support renewable energy and recognize the importance of expanding solar generation, we believe that placing industrial-scale solar facilities on productive farmland is not the right path forward.

Prime farmland is a finite and irreplaceable resource. Todd County's agricultural land supports local farmers, farm families, rural communities, and strengthens our rural economy. Agriculture is the ties that bind in our community. Once high-quality soil is removed from production and converted to industrial use, it can be extremely difficult — if not impossible — to fully restore its long-term productivity. This proposal would permanently alter productive farmland in our county. Beyond food production, agricultural land supports local agribusinesses, equipment suppliers, grain elevators, and transportation networks. Converting large tracts of farmland to solar arrays risks undermining the economic foundation of rural communities.

While this facility does not meet the statutory definition of a "large energy facility" for the state, it is a large facility for Todd County. Todd County officials should be balancing the need for this facility in the county vs. the damage done by losing productive land in the county.

There are more responsible alternatives for siting solar development, including rooftops, commercial and industrial properties, brownfields, closed landfills, highway corridors, and marginal or less-productive lands should be prioritized before sacrificing prime farmland in our community. Additionally, large-scale solar facilities can change the character of rural areas, affect drainage patterns, impact adjacent farming operations and reduce the availability of rental land for young and beginning farmers. With rising concerns about food supply resilience and land access, protecting prime agricultural soils must remain a top priority for Todd County.

Sincerely,

Todd County Corn and Soybean Growers Association Board of Directors

## Adam Ossefoort

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**From:** Chris Odden  
**Sent:** Monday, March 2, 2026 3:20 PM  
**To:** Adam Ossefoort  
**Subject:** RE: Solar Farms  
**Attachments:** 28-0001100 current.pdf; 28-0001100 with solar.pdf

Adam:

The current, estimated property tax for this parcel is \$5,450.

If the parcel was currently being used for solar production the estimated tax would be \$8,678.

I have attached two documents showing the tax distribution (County, Township, School, State) in each scenario.

The grazing of livestock in the solar field will not change the tax implications. The highest and best actual use takes precedence, therefore those acres would be considered as commercial use, not agricultural.

Also, the parcel would be subject to a production tax, payable to the State, that has not been calculated in the estimate above.

Chris Odden  
County Assessor  
Todd County  
215 1st Ave. S. Suite 202  
Long Prairie, MN 56347  
320-732-4430

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**From:** Adam Ossefoort <Adam.Ossefoort@co.todd.mn.us>  
**Sent:** Monday, March 2, 2026 2:17 PM  
**To:** Chris Odden <chris.odden@co.todd.mn.us>  
**Subject:** Solar Farms

Hi Chris, I said I would send you an email with my specific question related to property taxes and solar farms. I'm finally getting around to doing that.

The question is, how will the property taxes collected by the County be effected if the property changes use from agricultural land to a solar farm? The property we are looking at is parcel 28-0001100. Of the tillable land, 54 acres will be converted to solar production. Will the County collect additional dollars as compared to if the land remained in ag production?

Secondly, the proposal as the potential to still involve grazing of sheep across the 54 acre solar area. Will that further change how the property taxes are calculated?

Thanks,

## Adam Ossefoort

Soil & Water Conservation District/Planning and Zoning  
Division Director  
215 1<sup>st</sup> Ave South, Ste 104  
Long Prairie, MN 56347  
Phone: 320-732-4325  
Cell: 320-533-0998

SCANNED

March 5, 2026

To:  
Todd County Planning and Zoning Commission  
Todd County MN

From:  
Jean Greenwaldt  
14910 380<sup>th</sup> St  
Eagle Bend, MN 56446

To The Todd County Planning and Zoning Commission:

I would like to take this time to thank all of you who serve on the Todd County Planning and Zoning Commission and I hope we are able to answer your questions regarding the 10 megawatt solar powered development project that is being planned.

I have lived in Eagle Bend for 54 years. My former husband (Randy) and I raised our family on the very same farm I'm now planning to construct the solar array. My own home will be just a few hundred yards from the proposed construction site, so it is my goal that this project be designed and constructed in such a way that it not does not negatively impact the environment of not only where I live but also of my neighbors and those in our community. I have partnered with US/Solar to help with the development of this solar project and I have the utmost confidence that US/Solar will help achieve this goal.

Tonight is the fourth meeting I have had regarding this project. The variance was approved at our last meeting. The approval process is much more than I had expected, yet I understand it's importance. The prior meetings were open to the public and no one from the public was in opposition to my proposed project. I have had a few neighbors call me wondering what the project is about and no one expressed any concerns and in fact they supported the project. Many have said "it's your land and you should be allowed to with it what you want" and others have said "It's about time".

When I started considering this project, the location was important. Where it is located will minimize any potential appearance concerns. What I didn't understand when I started this was the financial impact this project will have for both Wykeham Township and Todd County. The additional taxes both department will collect can not be ignored.

I thank you for your support.

Jean Greenwaldt



U\$SOLAR

USS EAGLE BEND SOLAR LLC

U\$SOLAR

# ABOUT US SOLAR

- Privately owned developer, owner, and operator of solar gardens.
- Based in Upper Midwest, 100 employees, founded 2014.
- 110+ operational projects
- We seek to develop projects that:
  - Provide local utilities with needed generation
  - Integrate into the community
  - Improve local environment + increase local tax base



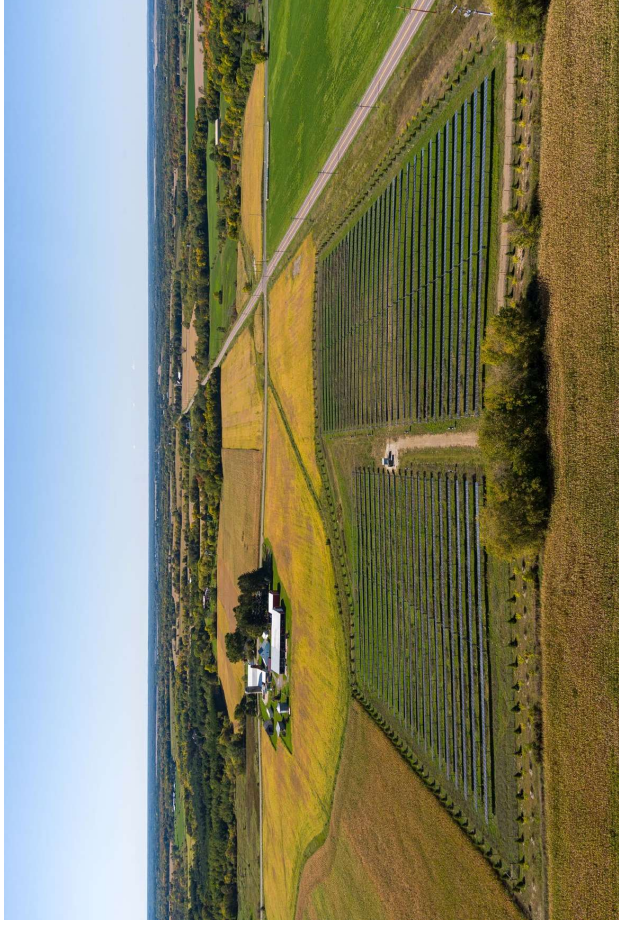
# SITE SELECTION

- Demand for the power
- Substation/Power lines proximity
- Location near electricity users
- Avoiding local development growth (ie housing and unneeded infrastructure)
- Flat, dry land
- Willing landowner



# VISUAL CHARACTERISTICS

- Agricultural fencing (~7 feet tall)
- Solar modules ~6-9 feet tall
- Screening outside of the fence
- ~18+ feet between panels
- Roads – ~15 foot wide, at grade
- Inverters located interior of the site
- Estimated 3 standard utility poles located near ROW and existing power line

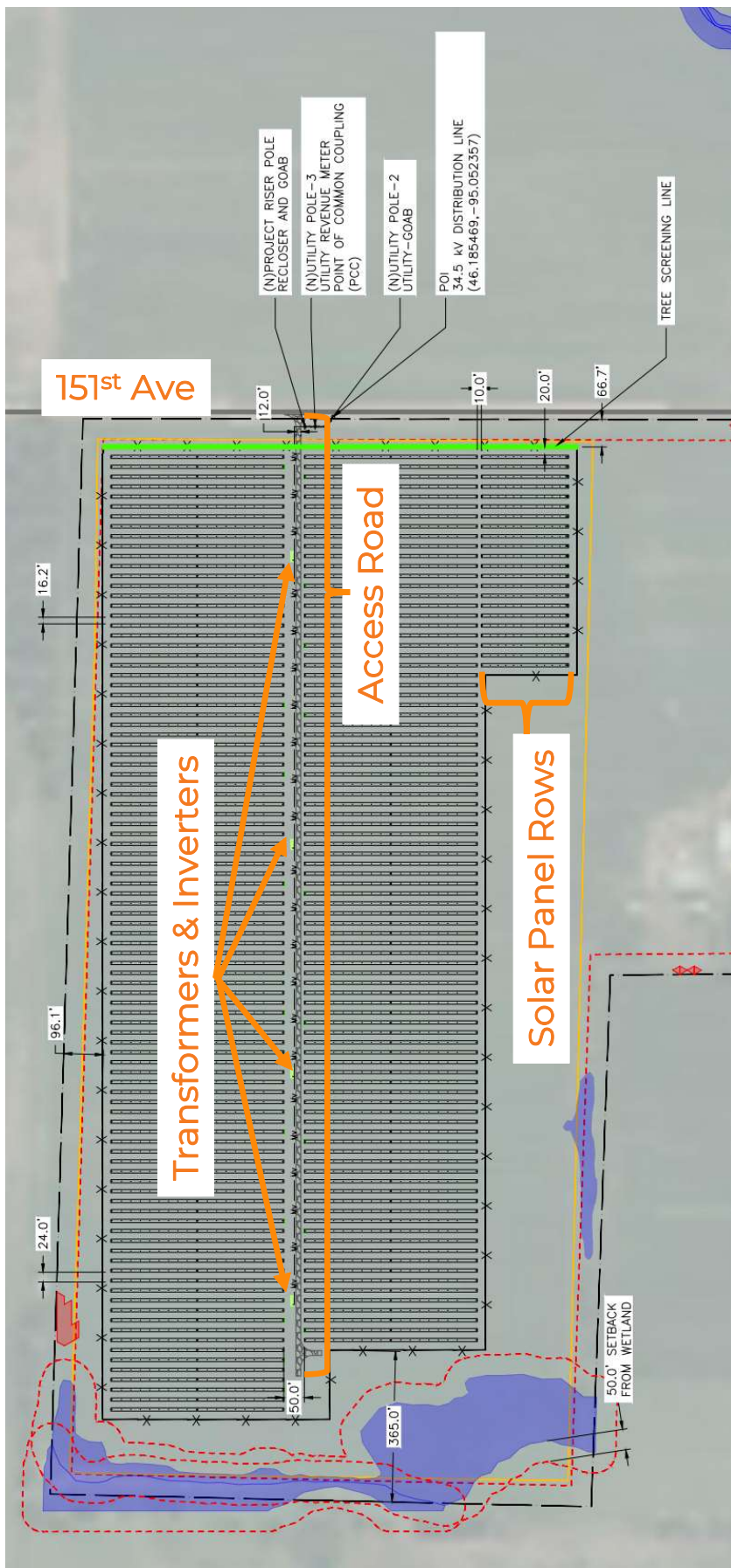


# VISUAL CHARACTERISTICS (cont.)



- No lighting proposed
- Closest non-participating neighbor is 1,300 feet away
- Pollinator-friendly native habitat planted inside fenced area, providing habitat for pollinators, birds, insects, and small animals.
  - Fence is risen a few inches above the ground to allow small animals to pass without getting trapped.

# Proposed Site Plan



# SETBACKS AND SCREENING

- East: 66.7 feet – Fence to ROW
  - Includes tree screening
- North: 50+ feet
- South: ~1,400 feet
- West: ~200+ feet

# CONSTRUCTION

- Steel I-beams driven into ground (no concrete)
- Racking installed on top of I-beams
- Solar panels clip into racks
- May have communication shelter

## Timeline

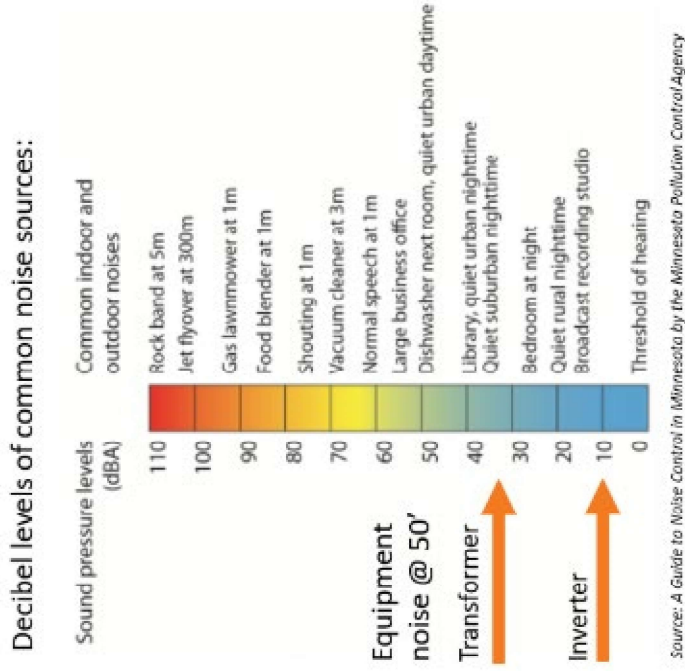
- I-beam driving is the most impactful part but is only days of install
- Construction completed in a single construction season, electrical testing follows.
- Work will follow local ordinance requirements. Typically follow Mon-Sat between roughly 8am-5pm, excluding holidays.

# STORMWATER MANAGEMENT

- Follow local and state law requirements
- Pollinator-friendly habitat – deep-rooted native grasses and flowers reduce runoff compared to row crops.
  - A study has shown that these seed mixes reduce stormwater runoff by 23 percent for the 2-year storm event (2.9 inches of rain) and 8 percent for the 100-year storm event (7.8 inches of rain) from agricultural use land
- Stormwater basins built as required

# SOUND

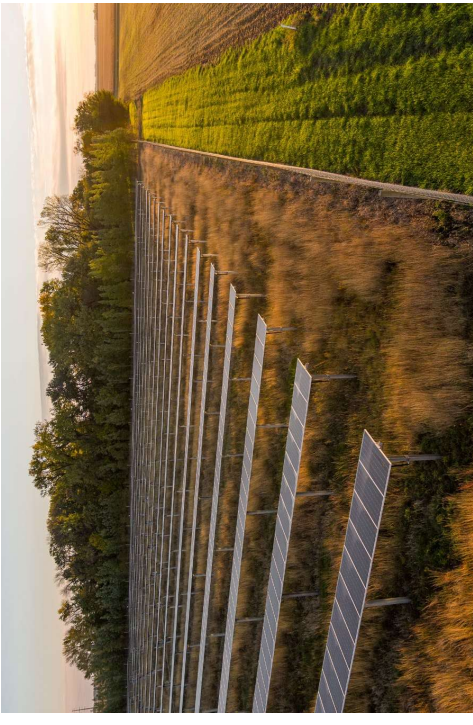
- Inverter noise would be about 70dBA standing 50 feet away – less than a quiet rural nighttime.
- Transformer noise would be about 34dBA standing 50 feet away – less than a library.
- Fans and inverters are running in the daytime only
- Must follow state law on sound



# OPERATION

## The solar garden's operation requires minimal maintenance.

- 1-2 pickup trucks will visit the site approximately quarterly for vegetation maintenance and routine checkups.
- Monitored remotely 24/7, onsite equipment to facilitate this
- No noticeable noise, traffic, odor, glare, dust, light, vibration, etc. will be created or emitted from the solar garden.



# DECOMMISSIONING

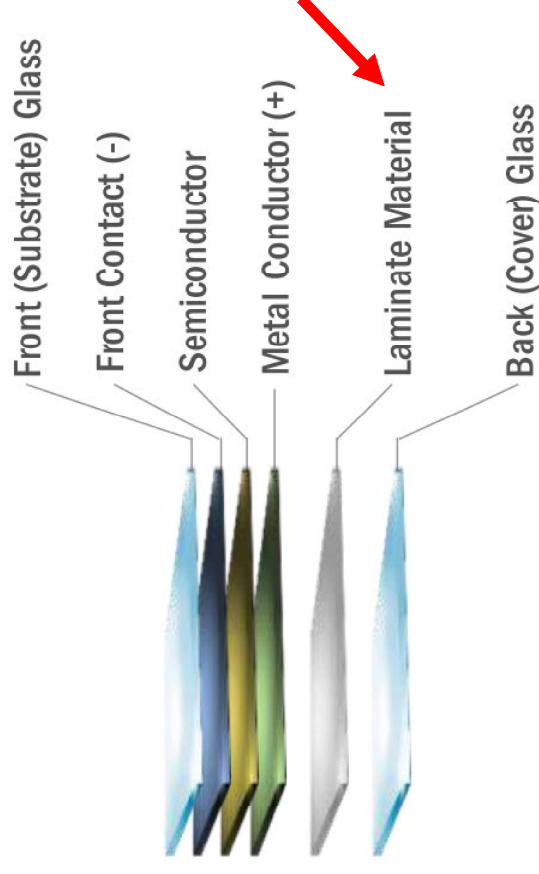
- The objective of decommissioning is to restore the site to a condition that will facilitate its pre-construction use at the end of operation.
- Dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements
  - Functioning panels will be packed, palletized, and shipped to an off-site facility for reuse or resale. Non-functioning modules will be shipped to the manufacturer or a third party for recycling or disposal.
- Solar panels are expected to have a useful commercial lifespan of approximately 30 years.
- Remove the solar panels, solar panel racking, steel foundation posts and beams, inverters, transformers, shallow underground cables and lines, transmission lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities (access road, security fence, and drainage structures) are included in the scope.
- State of Minnesota Critical Minerals task force update

# DECOMMISSIONING – Cont'd

- Lease requires US Solar to decommission project at the end of the project's lifespan.
- Decommissioning security requirement part of Todd County's Ordinance.
  - \$1,250,000 security

# MODULE SAFETY

- No hazardous materials are involved in the project. Solar panel materials are contained and include silicon, glass, silver, and copper – same as in your smartphone.
- Panels can safely make their way into landfills or waste streams with no threat of leaching though technology for recycling panels is emergent
- Glass is tempered. Adhesive used makes it virtually impossible to crack open
- Study - crushed with six passes of a landfill compactor with a contact load of 50 tons maintained their front-to-back encapsulation and did not separate.
- [https://iea-pvps.org/wp-content/uploads/2020/01/Task\\_12-Human\\_Health\\_Risk\\_Assessment\\_Methods\\_fo\\_r\\_PV\\_part\\_2.pdf](https://iea-pvps.org/wp-content/uploads/2020/01/Task_12-Human_Health_Risk_Assessment_Methods_fo_r_PV_part_2.pdf)



# POWER DEMAND

## Minnesota Power

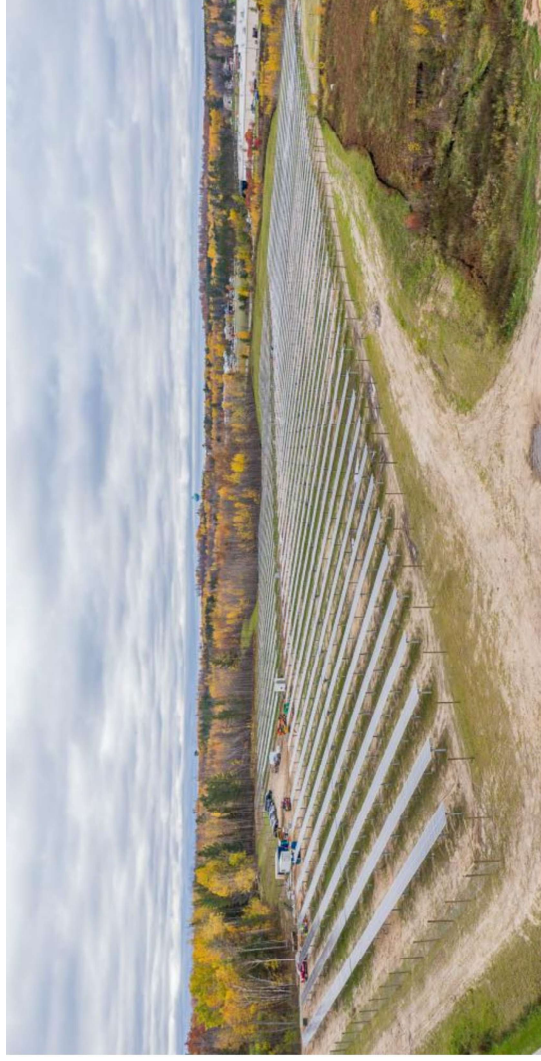
State Law – 10 MW and under  
~60 MW in total

Locally-generated and  
distributed energy

Upgrades to local Minnesota Power  
distribution lines and local  
substation.

*Picture – Itasca Solar and Storage  
project. US Solar and MP project*

*2 MW Solar + 1 MW/2.5MWh Battery.  
Grand Rapids, MN.*



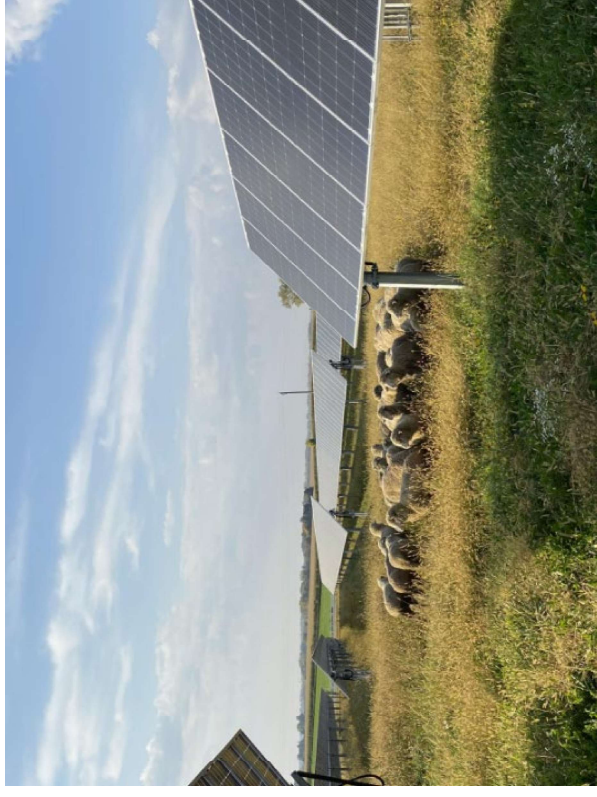
# BENEFITS

- **~\$605,000** in production tax revenue to Todd County over 25-year term of project
- Breakdown:
  - **~\$484,000** to County
  - **~\$121,000** to Township
- Additional Property Tax revenue as property moves from Agricultural to Industrial
- Economic Development - \$20M and construction jobs



# BENEFITS - AGRIVOLTAICS

- **Sheep Grazing**
- Pollinator Habitat is “sheep ready”  
- it’s appetizing to and nutritious for sheep.
- The Project site is flat, offering a clear view for the selected sheep grazier.
- Project fencing offers sheep protection from predators
- Potential for small farmer vegetable growing – making local connections in the neighboring counties



# Project Schedule

- 2026
  - Finalize permitting
  - Complete MP and Public Utilities Approval on the contract (PPA)
  - Procure equipment
- 2027 build
  - Start in the spring
  - Complete in a single construction season
- Could be as late as 2028 if we have delays



THANK YOU!  
QUESTIONS?



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, 2023

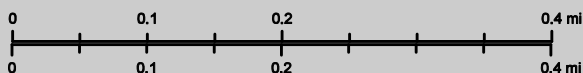
Todd County

MINNESOTA



Todd County GIS  
215 1st Ave S, Ste 102  
Long Prairie, MN 56347  
(Office) 320-732-4248

**GIS Site Map**



The Todd County GIS & Land Services Department has made every effort to provide the most accurate and up-to-date information available in this publication and cannot be held responsible for any unforeseen errors or omissions. If the recipient wishes to locate parcel corners and property lines, employ the services of a Registered Land Surveyor.

Printed on:  
Thursday, November 20, 2025



WHERE THE FOREST MEETS THE PRAIRIE

# Todd County

• MINNESOTA • EST. 1855 •

**PLANNING & ZONING**  
215 1<sup>st</sup> Avenue South, Suite 103  
Long Prairie, MN 56347  
Phone: 320-732-4420 Fax: 320-732-4803  
Email: [ToddPlan.Zone@CoTodd.MN.US](mailto:ToddPlan.Zone@CoTodd.MN.US)

Received  
MAR 04 2026  
Todd County Planning  
& Zoning

## CONDITIONAL USE PERMIT APPLICATION

Applicant The Towers LLC C/O Justin Gartner, Buell Consulting Mailing Address 9973 Valley View Rd, Eden Prairie, MN 55344

Site Address Approx. 27244 STATE 28, GREY EAGLE MN 56336 Official E911 address TBD by county. 21794 state Hwy 28 Grey Eagle, MN 56336

Phone Number 507-327-2329 E-Mail Address lgartner@buelconsulting.com

Property Owners Name & Address (if not applicant) RONALD R & MARY LOU BUSSMANN  
27950 STATE 28, GREY EAGLE MN 56336

Parcel ID(s) 03-0018603 Township Birchdale Lake/River Name NA

Zoning District (circle one): AF-1; AF2; R-2; R-10; UG; RT; Comm; L-M; or Shoreland.

Full and Current Legal Description(s) See page 3 of the construction drawings included.  
(attach if necessary)

Current tax statement or other proof of ownership attached (X) yes ( ) no

Measurement of land involved: Width 100' Length 100' Acres 0.2295684

Septic System: Date installed NA Date of latest Compliance Inspection NA

Is an upgrade needed: ( ) yes ( ) no (X) NA

Site accessed by: (X) public road (X) easement

If easement, is the easement legally recorded? (X) yes ( ) no

### Detailed Explanation of Request:

Construction of a monopole for telecommunications antennas and equipment with a structure height of 155', and an overall height of 164' including the lighting rod.

Did you meet with the Township Board to present the Application for Conditional Use Permit?

Yes X No \_\_\_\_\_ Date of the meeting: 2 / 24 / 2026

Jackie Bauer

Optional Township Board Signature

Clerk

Board Position



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

• MINNESOTA • EST. 1855 •

**PLANNING & ZONING**

215 1<sup>st</sup> Avenue South, Suite 103

Long Prairie, MN 56347

Phone: 320-732-4420 Fax: 320-732-4803

Email: [ToddPlan.Zone@Co.Todd.MN.US](mailto:ToddPlan.Zone@Co.Todd.MN.US)

**CONDITIONAL USE PERMIT APPLICATION**

Applicant The Towers LLC C/O Justin Gartner, Buell Consulting Mailing Address 9973 Valley View Rd, Eden Prairie, MN 55344

Site Address Approx. 27244 STATE 28, GREY EAGLE MN 56336 Official E911 address TBD by county. 21794 State Hwy 28 Grey Eagle, MN 56336

Phone Number 507-327-2329 E-Mail Address igartner@buellconsulting.com

Property Owners Name & Address (if not applicant) RONALD R & MARY LOU BUSSMANN  
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Full and Current Legal Description(s) See page 3 of the construction drawings included.  
(attach if necessary)

Current tax statement or other proof of ownership attached (X) yes ( ) no

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Is an upgrade needed: ( ) yes ( ) no (X) NA

Site accessed by: (X) public road (X) easement

If easement, is the easement legally recorded? (X) yes ( ) no

Detailed Explanation of Request:

Construction of a monopole for telecommunications antennas and equipment with a structure height of 155', and an overall height of 164' including the lighting rod.

Did you meet with the Township Board to present the Application for Conditional Use Permit?

Yes X No \_\_\_\_\_ Date of the meeting: 2 / 24 / 2026

Jackie Bauer

**Optional Township Board Signature**

Clerk

**Board Position**

Will the request create an excessive burden on the existing roads or other utilities? **Explain**

No, small crane to set the pole, entire construction is 3-4 weeks total.

Is the requested use compatible with the surrounding properties? **Explain**

Yes, use is compatible.

Could the use significantly depreciate near-by properties? **Explain**

No depreciation of property.

Will the structure and the use have an appearance that will not have an adverse effect on near-by properties? **Explain**

No adverse effects, improved wireless service.

Will the requested use create an adverse affect on near-by properties because of noise, odor, glare, hours of operation, or general unsightliness? **Explain**

No adverse effects, unmanned location, visited maybe once a month.

**RETURN APPLICATION, SITE PLAN, SEWER INFORMATION AND ANY ADDITION INFORMATION, AND FEE TO:**

Todd County Planning & Zoning Office  
215 1<sup>st</sup> Ave South, Suite 103  
Long Prairie, MN 56347

Fee: \$600.00 or After-the-Fact Fee: \$1,200.00 payable to "Todd County"

**Only complete applications may be placed on an agenda**

**\*\*A PARCEL IN JOINT OWNERSHIP MUST PROVIDE WRITTEN SIGNATURE OF ALL OWNERS\*\***

Justin Gartner  
Applicant Name Printed

Justin Gartner  
Digitally signed by Justin Gartner  
DN: cn=Justin Gartner, o=Boell Consulting, Inc,  
ou, email=jgartner@boellconsulting.com, c=US  
Date: 2026.02.27 19:25:00 -0500

2/27/2026  
Date

RONALD R & MARY LOU BUSSMANN  
Property Owner Name Printed

Signature  
Marylou Busmann  
Ronald Busmann  
Signature (If different than applicant)

3-1-2026  
Date

**A Conditional Use Permit expires and is considered invalid unless they are substantially completed within thirty-six months of the date the CUP is granted by the County Board (Section 5.05(N) of the County Zoning Ordinance).**

# AUTHORIZED AGENT FORM

I hereby authorize Justin Gartner, Buell Consulting Inc to act as my authorized agent for all public hearing(s) and legal relations with this application on property located at:

Site address Approx. 27244 STATE 28, GREY EAGLE MN 56336

Section # 23 Township Name Birchdale

Parcel Number(s) 03-0018603

Property Owner(s) Name(s) (print) RONALD R & MARY LOU BUSSMANN

Property Owner(s) Signature(s) Mary Lou Bussman  
Ronald R Bussman Date 3-1-2026

Authorized Agent(s) name(s) (print) Justin Gartner, Buell Consulting Inc.

Authorized Agent(s) Signature(s) Justin Gartner Date 2/27/2026

Digitally signed by Justin Gartner  
DN: cn=Justin Gartner, ou=Buell Consulting, Inc. ou,  
email=jgartner@bueliconsulting.com, c=US  
Date: 2026.02.27 10:28:15 -0600

Authorized Agent Phone Number 507-327-2329

Authorized Agent Email jgartner@bueliconsulting.com

### **Site Plan**

Outline how the intended use will be situated on the property including buildings, parking areas, signage, material storage areas, etc.

See construction drawings included.

\*\*\*\*\*  
\* Federal Airways & Airspace \*  
\* Summary Report: New Construction \*  
\* Antenna Structure \*  
\*\*\*\*\*

Airspace User: Not Identified

File: US-MN-5479

Location: Grey Eagle, MN

Latitude: 45°-47'-43.17" Longitude: 94°-48'-15.93"

SITE ELEVATION AMSL.....1226 ft.

STRUCTURE HEIGHT.....165 ft.

OVERALL HEIGHT AMSL.....1391 ft.

#### NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL)

FAR 77.9(b): NNR (DNE Notice Slope)

FAR 77.9(c): NNR (Not a Traverse Way)

FAR 77.9: NNR FAR 77.9 IFR Notice for 14Y

FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for D39

FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required

NNR = Notice Not Required

PNR = Possible Notice Required (depends upon actual IFR procedure)

For new construction review Air Navigation Facilities at bottom  
of this report.

Notice to the FAA is not required at the analyzed location and height for  
slope, height or Straight-In procedures. Please review the 'Air Navigation'  
section for notice requirements for offset IFR procedures and EMI.

#### OBSTRUCTION STANDARDS

FAR 77.17(a)(1): DNE 499 ft AGL

FAR 77.17(a)(2): DNE - Airport Surface

FAR 77.19(a): DNE - Horizontal Surface

FAR 77.19(b): DNE - Conical Surface

FAR 77.19(c): DNE - Primary Surface

FAR 77.19(d): DNE - Approach Surface

FAR 77.19(e): DNE - Approach Transitional Surface

FAR 77.19(e): DNE - Abeam Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: 14Y: TODD FLD

Type: A RD: 39166.17 RE: 1327

FAR 77.17(a)(1): DNE

FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.  
 VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Primary Surface: DNE  
 VFR Approach Surface: DNE  
 VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: D39: SAUK CENTRE MUNI  
 Type: A RD: 44661.69 RE: 1244

FAR 77.17(a)(1): DNE  
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.  
 VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Primary Surface: DNE  
 VFR Approach Surface: DNE  
 VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)  
 FAR 77.17(a)(3) Departure Surface Criteria (40:1)  
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)  
 FAR 77.17(a)(4) MOCA Altitude Enroute Criteria  
 The Maximum Height Permitted is 2400 ft AMSL

PRIVATE LANDING FACILITIES  
 No Private Landing Facilities Are Within 6 NM

AIR NAVIGATION ELECTRONIC FACILITIES

APCH BEAR	FAC		ST		DIST	DELTA	ELEVA	ST	LOCATION	GRND ANGLE
	IDNT	TYPE	AT	FREQ VECTOR						
----	-----	---	-----	-----	-----	-----	-----	-----	-----	-----
	AXN	VOR/DME	R	115.9 298.75	124216	+24	MN	ALEXANDRIA		.01
	STC	VOR/DME	I	112.1 115.46	210721	+368	MN	ST CLOUD		.10

C-BAND 3.7-3.98 GHz COORDINATION ZONE  
 No Identified 5G conflict.

CFR Title 47, §1.30000-§1.30004  
 AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.  
 Movement Method Proof as specified in §73.151(c) is not required.  
 Please review 'AM Station Report' for details.

Nearest AM Station: KEYL @ 19255 meters.

**Airspace® Summary Version 25.11.716**

**AIRSPACE® and TERPS® are registered ® trademarks of Federal Airways & Airspace®  
Copyright © 1989 - 2025**

**01-13-2026**

**09:45:05**

## **Jamie Christenson**

---

**From:** jackiebauer@arvig.net  
**Sent:** Wednesday, February 25, 2026 1:50 PM  
**To:** Adam Ossefoort; Jamie Christenson  
**Subject:** Justin Gartner presented at Birchdale Township Meeting last night

### **TODD COUNTY SECURITY NOTICE:**

**This email originated from an external sender. Please exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact MIS.**

---

Hello Adam and Jamie,

I just wanted to let you know that Justin Gartner presented to the Birchdale Township Board last night and they gave their support for the construction of a monopole (cell phone tower) in the township.

He presented virtually so he won't have any type of signed form from the Supervisors. I am hoping this email will suffice.

Jackie Bauer  
Clerk - Birchdale Township



**February 19, 2026**

**Todd County Planning and Zoning  
215 1st Ave. S., Suite 300  
Long Prairie, MN 56347  
Attn: Jamie Christenson**

**RE: Vertical Bridge; US-MN-5479 STC AMARYLLIS; Cessation of Use  
27244 HWY 28  
Grey Eagle, MN 56336  
Todd County**

**Dear Jamie Christenson,**

Please accept this letter as a supplement to the conditional use application being submitted for the proposed telecommunication site at the above-referenced location, as shown in the accompanying submittal drawings for your review.

As discussed with your office by our agent, Justin Gartner with Buell Consulting, Vertical Bridge proposes to construct a new tower at the coordinates noted in the application materials.

In accordance with the Todd County zoning code, applicants are required to submit a cessation of use acknowledgement letter in the event that a tower site remains inactive. By way of this letter, and Landlord agreement, Vertical Bridge affirms its agreement to comply fully with this requirement if the site is inactive for a period of 90 days.

We appreciate your consideration of this application and look forward to working with you throughout the review process. Please feel free to contact me with any questions or concerns.

**Sincerely,**

**Edward Davis  
Project Manager**

**Vertical Bridge  
22 West Atlantic Avenue, Suite 310  
Delray Beach, FL 33444  
O: 561.406.4092**



BUELL CONSULTING, INC.  
9973 Valley View Rd  
Minneapolis, MN 55344  
(651) 361-8110  
[www.buellconsulting.com](http://www.buellconsulting.com)

Monday, March 2, 2026

Todd County Planning  
Attn: Jamie Christenson  
215 1st Ave S #103  
Long Prairie, MN 56347

RE: Proposal for a new commercial wireless telecommunications tower – The Towers LLC ref. AMARYLLIS US-MN-5479 , Property: Todd County PID 03-0018603.

Dear Jamie Christenson,

On behalf of The Towers LLC, Buell Consulting, Inc. hereby submits a conditional use permit application for a Communications Tower on the property with Todd County PID 03-0018603 owned by Ronald R & Mary Lou Bussmann.

Enclosed with this letter are the following items:

- CUP application completed and signed by me, on behalf of the applicant, The Towers LLC
- Site Plans by Design 1 of Eden Prairie, LLC, dated 3/2/2026
- Letter of intent to allow collocation.
- Cessation of use letter.
- FCC license.
- FAA not required, see Airspace analysis document.
- Redacted lease agreement.
- Vicinity map.
- Search ring map.

Please do not hesitate to call for any clarifications or additional questions related to any of the conditional use permit application materials, and please confirm when you consider our application complete.

Sincerely,

Justin Gartner  
Site Development Agent on behalf of The Towers LLC  
Phone: 507-327-2329  
Email: [jgartner@buellconsulting.com](mailto:jgartner@buellconsulting.com)

## Zoning Narrative

### **Proposal for a new commercial wireless telecommunications tower**

Todd County PID 03-0018603

This zoning narrative is included to state how our application complies with the Todd County Zoning Ordinance.

#### **Section 9.21 Commercial Communication Tower Facilities**

**A. Purpose & Intent.** In order to accommodate the communication needs of residents and businesses while protecting the public health, safety, and general welfare of the community, the County finds that these regulations are necessary in order to:

- (i) Facilitate provision of wireless communications services to the residents and businesses;
- (ii) Minimize adverse visual effects of towers through careful design standards;
- (iii) Avoid potential damage to adjacent properties from tower failure through structural standards and setback requirements;
- (iv) Maximize the use of existing and approved towers and buildings to accommodate new wireless telecommunication antennas in order to reduce the number of towers needed to serve the community; and
- (v) Minimize the adverse effects on aviation safety.

#### **B. Standards for Telecommunication Towers.**

(i) The tower shall be set back a distance equal to the tower height from all property lines and said setback shall not cross a public right of way. All accessory structures shall be set back a minimum of fifty (50) feet from all side yard and rear yard property lines and one hundred (100) feet from all public right of ways.

- See page 5 of the Site Plans, the tower is 155' with a 9' lighting rod making the overall structure height 164'.

(ii) Proposed commercial wireless telecommunication service towers are to be designed, structurally, electrically, and in all respects to accommodate the applicant's antennas and comparable antennas for at least three additional users if the tower is over 100 feet in height, or for at least one additional user if the tower is less than 100 feet in height. Towers must be designed to allow for future rearrangement of antennae upon the tower and to accept antennas mounted at varying heights. Note that any prohibition of additional users on a tower will be considered a violation of the permit and County policy.

- See page 5 of the Site Plans showing (3) additional future carriers and letter of intent to allow collocation.

(iii) Towers and their antennae shall not be illuminated by artificial means, except for camouflage purposes or the illumination is specifically required by the Federal Aviation Administration or other authority.

- The tower will not have lights.

(iv) All towers shall be reasonably protected against unauthorized climbing using anticlimb devices or fencing.

- See page 9 of the Site Plans showing a 6' fence with 1' of barbed wire at the top.

(v) No part of any tower or its appurtenances shall at any time extend across or over any part of the right of way, platted street, private road or sidewalk.

- See page 5 of the Site Plans.

(vi) No advertising or identification of any kind intended to be visible from the ground or other structures is permitted, except applicable warning and equipment information signage required by the manufacturer or by Federal, State, or local authorities.

- See page 11 of the Site Plans showing warning and equipment information signs.

(vii) All obsolete or unused towers and accompanying accessory facilities shall be removed within six (6) months of the cessation of operations at the site unless a time extension is presented to and approved by the County Board. After the facilities are removed, the site shall be restored to its original or an improved state. Failure to remove the structure shall be cause for the County to remove the tower and associated equipment and assess the cost against the property for collection with the real estate taxes.

- See cessation of use letter provided.

(viii) Towers over 100 feet in height must be designed and inspected by a qualified and licensed professional engineer (at the applicant's expense). The towers and their antenna must conform to applicable state structural building standards and/or all other applicable reviewing agencies, including but not limited to electrical engineering methods and practices as specified in the National Electrical Code, and FCC approval of communications applications.

- See page 1 of the Site Plans outlining all code compliance.

(ix) No conditional use permits shall be granted prior to approval of the FAA. It is the applicant's responsibility to notify and obtain FAA approval.

- See Airspace analysis document provided showing no FAA approval required.

### **C. Minimum requirements for Telecommunication Tower Conditional Use Permit application:**

(i) A completed **Todd County Conditional Use Permit Application**, such application is to be signed by the property owner and any lease agreements must be included with the application. The property lease and/or agreement must include who is responsible for removal of the tower if it is damaged or no longer in use.

- See cessation of use letter and redacted lease agreement provided.

(ii) **A site plan showing:**

1. North arrow.
2. Graphic scale of the plan, not less than one inch to twenty (20) feet.
3. Location and size of the proposed tower facility, support structures, accessory buildings and access driveways.
4. Vicinity map showing land uses and existing residences and businesses within one-half mile of the proposed tower.
5. Dimensions of the property (all property corners must be identified).
6. Setback distances from all property lines, roads and lakes.
7. Elevations.
8. Proposed locations for tower, fence and accessory structures.
9. Topography and drainage.

- See Site Plans and vicinity map provided.

(iii) **Plans for fencing** and a gate for around the tower to protect from unauthorized climbing.

- See page 9 of the Site Plans showing a 6' fence with 1' of barbed wire at the top.

(iv) **Area Served Documentation** must be provided showing the area to be served including maps demonstrating size search rings for the antenna location. This documentation is to include a narrative describing a search ring of not less than a one (1) mile radius for the requested site, clearly explaining why the site was selected, what existing structures were available, and why they are not suitable as locations or co-locations.

- See search ring map provided, there are no existing structures suitable within (1) mile.

(v) **Co-location information.** Provide documentation showing that the communications equipment planned for the proposed tower cannot be accommodated on an existing or approved tower or building within the search ring of the service area due to one or more of the following reasons:

- See search ring map provided, there are no existing structures suitable within (1) mile.

- (1) The planned equipment would exceed the structural capacity of the existing or approved tower or building as documented by a qualified professional radio frequency (RF) engineer, and the existing or approved tower cannot be reinforced or modified to accommodate planned equipment at a reasonable cost, or
- (2) The planned equipment would cause interference with other existing or planned equipment, at the tower or building as documented by a qualified professional radio frequency (RF) engineer, and the interference cannot be prevented at a reasonable cost; or,
- (3) No existing or approved towers or commercial/industrial buildings within one (1) mile radius meet the radio frequency (RF) design criteria, or
- (4) Existing or approved towers and commercial/industrial buildings within a one (1) mile radius cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a qualified professional radio frequency (RF) engineer.

(5) Other unforeseen reasons that make it infeasible to locate the planned telecommunications equipment upon an existing or approved tower or building. A statement showing that a good faith effort was made to co-locate on existing towers and structures within a one (1) mile radius, but an agreement could not be reached.

- See search ring map provided, there are no existing structures suitable within (1) mile.

(vi) Documentation providing FCC approval (or application for approval) for said tower.

- See FCC license document provided.

(vii) Documentation providing FAA approval (or application for approval) for said tower.

- See Airspace analysis document provided showing no FAA approval required.

**D. Conditions which preclude the issuance of a permit:**

(i) No permit shall be issued if the Federal Aviation Administration or the County finds that such proposed tower would pose a hazard, in any way, to air navigation.

- See Airspace analysis document provided showing no FAA approval required.

**E. Effect of Ordinance on existing Towers and Antennas:**

Antenna and towers in existence as of the date of the adoption of this Ordinance, which do not conform to or comply with this Ordinance are subject to the following provisions:

(i) Towers may continue in use for the purpose now used and as now existing but may not be replaced or structurally altered without complying in all respects with this Ordinance.

(ii) Statement of Operation and Abandonment and removal. The owner of an existing tower facility or any tower facility erected or constructed after the passage of this Ordinance shall notify the county if the tower facility is no longer in use. If the tower becomes obsolete for permitted uses the County may contract for the removal of the obsolete tower and assess the fee title owner for the charges to be assessed against the property.

- See cessation of use letter and redacted lease agreement provided.

ULS License

# 700 MHz Upper Band (Block C) License - WQJQ691 - Cellco Partnership

Call Sign	WQJQ691	Radio Service	WU - 700 MHz Upper Band (Block C)
Status	Active	Auth Type	Regular

### Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

### Reserved Spectrum

Reserved Spectrum

### Market

Market	REA003 - Great Lakes	Channel Block	C
Submarket	0	Associated Frequencies (MHz)	000746.00000000-000757.00000000-000776.00000000-000787.00000000

3.7 GHz License Type	3.7 GHz Linked License
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### Dates

Grant	09/20/2019	Expiration	06/13/2029
Effective	12/02/2024	Cancellation	

### Buildout Deadlines

1st	06/13/2013	2nd	06/13/2019
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### Discontinuance Dates

1st	2nd
-----	-----

### Notification Dates

1st	06/20/2013	2nd	06/17/2019
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### ECIP Information

ECIP Flag	
Small Carrier or Tribal Nation Transaction	Rural-Focused Transaction

### ECIP Dates

5-Year Holding Period Begins	5-Year Holding Period Ends
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### Required Operational Filing Dates

IORN Operation Begin Date	FORN Deadline Date	FORN Filed Date
---------------------------	--------------------	-----------------

### Licensee

FRN	0003290673	Type	General Partnership
-----	------------	------	---------------------

**Licensee**

Cellco Partnership  
5055 North Point Pkwy, NP2NE Network Engineering  
Alpharetta, GA 30022  
ATTN Regulatory

P:(770)797-1070  
F:(770)797-1036  
E:LicensingCompliance@VerizonWireless.com

**Contact**

Verizon Wireless  
Licensing Manager  
5055 North Point Pkwy, NP2NE Network Engineering  
Alpharetta, GA 30022  
ATTN Regulatory

P:(770)797-1070  
F:(770)797-1036  
E:LicensingCompliance@VerizonWireless.com

**Ownership and Qualifications**

Radio Service Type    Mobile

Regulatory Status    Common Carrier    Interconnected    Yes

**Alien Ownership**

The Applicant answered "No" to each of the Alien Ownership questions.

**Basic Qualifications**

The Applicant answered "No" to each of the Basic Qualification questions.

**Tribal Land Bidding Credits**

This license did not have tribal land bidding credits.

**Demographics**

Race

Ethnicity

Sex



February 27, 2026

**Todd County Planning  
Attn: Jamie Christenson  
215 1st Ave S #103  
Long Prairie, MN 56347**

**Re: Written Statement demonstrating the wireless support structure/facility allows co-location of additional future tenants**

**Address:** 27244 HWY 28, GREY EAGLE, MN 56336  
**Parcel #:** 03-0018603  
**Site Name:** STC AMARYLLIS  
**Site ID:** US-MN-5479  
**Site Number:** 15000297

Dear Jamie Christenson,

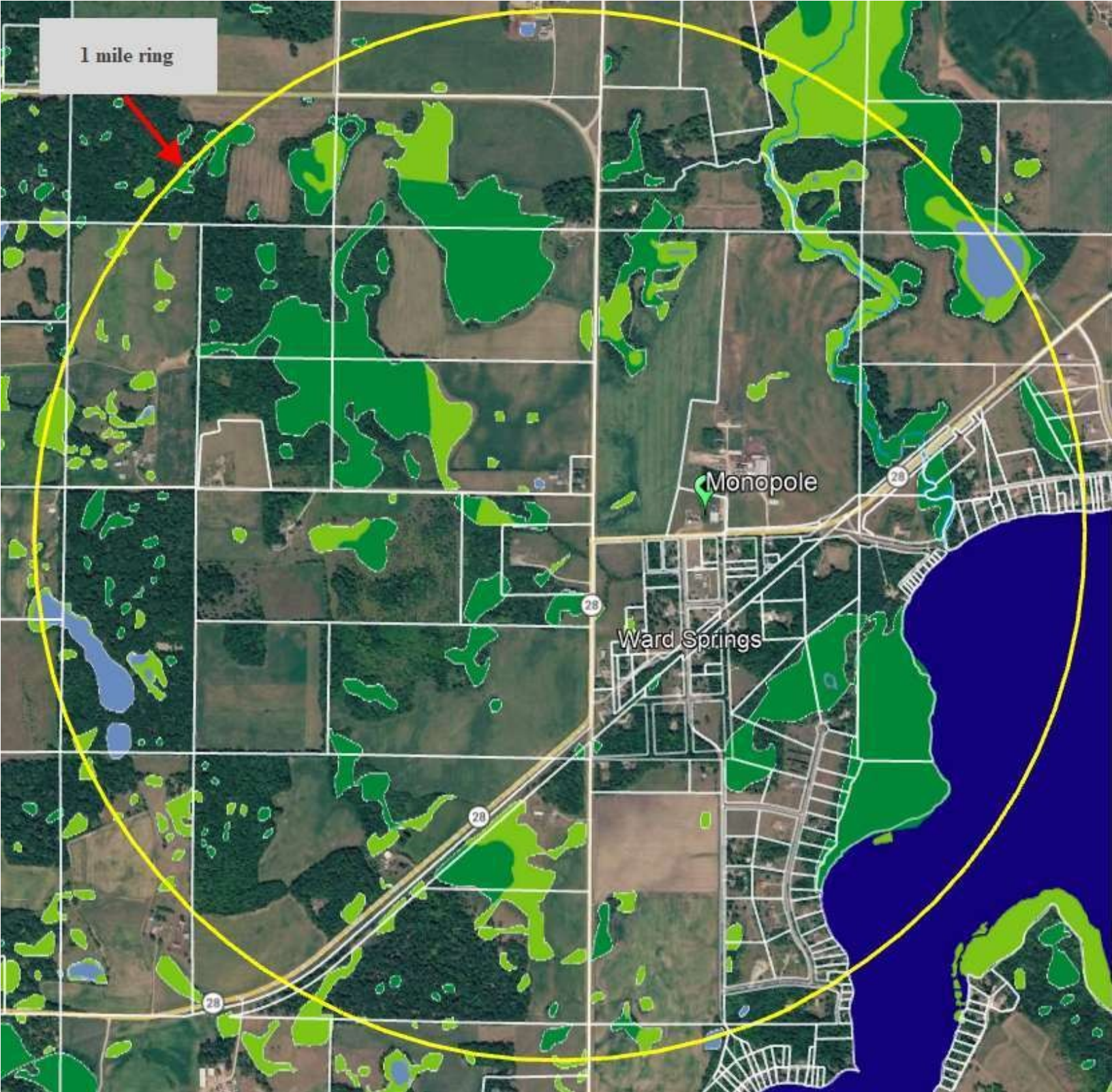
Buell Consulting, Inc., as Agent to The Towers, LLC, AKA Vertical Bridge VBTS, LLC. has submitted the Todd County Conditional Use Permit Zoning Application for the Construction of New Wireless Service Support Structure, Facilities at the above-mentioned location.

The Towers, LLC, AKA Vertical Bridge VBTS, LLC. confirms the wireless support structure/facility are designed to allow for co-location of additional future tenants. The Towers, LLC, AKA Vertical Bridge VBTS, LLC. also confirms the lease agreement by and between the lessor and lessee does not preclude the lessee from entering into leases on the site with other provider(s) and no other lease provision shall operate as a bar to co-location of other providers. Please accept this Written Statement fulfilling the plan review requirements.

Hereby submitted this 27th day of February 2026

John Stevens  
Vice President, Development

1 mile ring

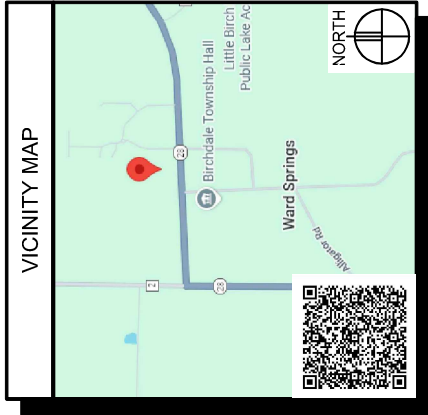


**PROJECT DESCRIPTION:**  
CONSTRUCTION OF TELECOMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF A CELL TOWER, SPACE FOR CARRIER EQUIPMENT, AND A UTILITY BACKBOARD WITHIN A FENCED COMPOUND. NO WATER OR SEWER IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.

**CODE COMPLIANCE:**

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

- INTERNATIONAL BUILDING CODE
- NATIONAL ELECTRIC CODE
- NFPA101 LIFE SAFETY CODE
- IFC
- AMERICAN CONCRETE INSTITUTE
- CONSTRUCTION INSTITUTE OF STEEL
- MANUAL OF STEEL CONSTRUCTION, 13TH EDITION
- ANSI/TIA/EIA-222
- ANSI/TIA/EIA-222
- TIA 807 RATE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
- IEEE C2 NATIONAL ELECTRIC SAFETY CODE, LATEST EDITION
- TELECORDIA GR-1275
- ANSI/T 311
- UNIFORM MECHANICAL CODE
- UNIFORM MECHANICAL CODE
- LOCAL BUILDING CODE
- CITY/COUNTY ORDINANCES
- STATE BUILDING CODE



**PROJECT INFORMATION**

VERTICAL BRIDGE SITE NUMBER: US-MN-5479  
 VERTICAL BRIDGE SITE NAME: AMARYLLIS  
 VERTICON SITE NAME: STC AMARYLLIS  
 VERTICON MDG: 5000082391  
 VERTICON FUZE PROJECT ID: 15000297  
 SITE ADDRESS: 27244 HWY 28  
 GREY EAGLE, MN 56336  
 COUNTY: TODD  
 LATITUDE (DECIMAL): N 45.785326°  
 LONGITUDE (DECIMAL): W 94.804424°  
 LATITUDE (DMS): N 45° 47' 43.17"  
 LONGITUDE (DMS): W 94° 48' 15.93"  
 GROUND ELEVATION: 1226.6' ANSL  
 MONOPOLE  
 STRUCTURE TYPE: 155' AGL  
 OVERALL HEIGHT: 164' AGL  
 RFDS FORM DATED: 11-10-25



**THE TOWERS LLC**  
 US-MN-5479

**AMARYLLIS**  
 27244 HWY 28  
 GREY EAGLE, MN 56336  
 155' MONOPOLE



10801 BUSH LAKE ROAD  
 BLOOMINGTON, MN 55438  
 CONSTRUCTION DEPT.: (952) 946-4700

SITE NAME: STC AMARYLLIS  
 MDG: 5000082391  
 FUZE PROJECT ID: 15000297

SHEET INDEX	
SHEET	SHEET DESCRIPTION
T-1-T-2	PROJECT TITLE SHEET & GENERAL NOTES
-	SURVEY
A-1-A-1.1	OVERALL SITE PLAN, TOWER ELEVATION & GRADING PLAN
A-2	ENLARGED SITE PLAN
A-3	SITE PREP & GRADING NOTES AND DETAILS
A-4-A-5	FENCE DETAILS
A-6	SIGN DETAILS
A-7	MISC. DETAILS
A-8	SITE PHOTOS
G-1-G-3	GROUNDING NOTES, PLAN AND DETAILS
U-1-U-2	SITE UTILITY PLANS, DETAILS AND NOTES
VZW A-1	VERTICON SITE PLAN
VZW A-2	RFDS INFO, MOUNTING DETAIL AND ONE-LINE DIAGRAM
VZW A-3	CABINET AND BASE EQUIPMENT DETAILS
VZW A-4	CABLE ICE BRIDGE, GPS AND MISC. DETAILS
VZW A-5	GENERATOR DETAILS
VZW G-1	VERTICON GROUNDING PLAN
VZW G-2	VERTICON GROUNDING DETAILS AND NOTES
VZW U-1	VERTICON UTILITY PLAN, DETAILS AND NOTES
VZW U-2	CONDUIT ROUTING PLAN AND ONE-LINE ELECTRIC DIAGRAM

CONTACTS	
PROPERTY OWNER:	RONALD & MARY LOU BUSSMAN 1101 GREY EAGLE, MN 56336 (320) 285-7151
LESSOR / LICENSOR:	THE TOWERS, LLC 22 WEST ATLANTIC AVENUE, SUITE 310 DELRAY BEACH, FL 33444 (404) 862-4089
LESSEE:	VERTICON WIRELESS 10801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 CONSTRUCTION DEPT. (952) 946-4700
POWER UTILITY COMPANY CONTACT:	STEARNS ELECTRIC ASSOCIATION (800) 862-6655
TELECOM UTILITY COMPANY CONTACT:	ARVIG (320) 351-1460
DESIGNER:	DESIGN 1 OF EDEN PRAIRIE 10801 BUSH LAKE ROAD EDEN PRAIRIE, MN 55344 (952) 903-9289
STRUCTURAL ENGINEER (TOWER):	T.B.D.
SITE ACQUISITION:	BUELL CONSULTING, INC. 1000 W. WYOMING AVE. #200 ST. PAUL, MN 55116

DRAWING APPROVALS		
JOB TITLE	NAME	DATE
VERTICAL BRIDGE		
RF ENGINEER		
CONSTRUCTION ENGINEER		
TRANSPORT ENGINEER		
EQUIPMENT ENGINEER		
REAL ESTATE SPECIALIST		

ISSUE SUMMARY		
REV	DESCRIPTION	SHEET/DETAIL
A	ISSUED FOR REVIEW	ALL
B	ISSUED FOR REVIEW	ALL

PREPARED FOR:

vertical bridge  
 THE TOWERS, LLC  
 22 WEST ATLANTIC AVENUE, SUITE 310  
 DELRAY BEACH, FL 33444

NOT FOR CONSTRUCTION



9873 VALLEY VIEW RD.  
 EDEN PRAIRIE, MN 55344  
 (952) 903-9289  
 WWW.DESIGN1REP.COM

PROJECT US-MN-5479  
 FUZE ID: 15000297

US-MN-5479  
 AMARYLLIS

27244 HWY 28  
 GREY EAGLE, MN 56336

SHEET CONTENTS:

PROJECT DESCRIPTIONS  
 CODE COMPLIANCE  
 VICINITY MAP  
 PROJECT INFORMATION  
 SHEET INDEX  
 ISSUE SUMMARY  
 DRAWING APPROVALS  
 CONTACTS  
 DRAWN BY: TJS  
 CHECKED BY: SJD  
 REV A: 01-26-26  
 REV B: 03-02-26

T-1

CALL 811 FOR UNDERGROUND UTILITIES PRIOR TO DIGGING EMERGENCY. CALL 911

PREPARED FOR:



**THE TOWERS, LLC**  
22 WEST ALYATON BEACH, FL 33444

**NOT FOR  
CONSTRUCTION**



8873 VALLEYVIEW RD.  
EBEN PRORIRE, MN 55444  
(952) 885-6289  
WWW.DESIGN1.COM

**PROJECT**  
US-MN-5479  
FLUZE ID: 15000297

**US-MN-5479  
AMARYLLIS**

27244 HWY 28  
GREY EAGLE, MN 56536

**SHEET CONTENTS:**  
GENERAL NOTES

DRAWN BY:	TLS
CHECKED BY:	SJD
REV. A	01-28-28
REV. B	05-22-28

**T-2**

CONTRACTOR NOTES

VERTICAL BRIDGE TIMELINE EXPECTATIONS

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

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

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

C. FIBER TO ENLOW ACCESS ROAD TO ROW ALWAYS

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

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

10.00 VERIZON CABLE  
CONTRACTOR SHALL PROVIDE LUMP SUM FEE FOR ALL VERIZON LINE ITEMS UNDER TENANT CABLES ON BID DOCUMENT. THIS INCLUDES SET AND CONNECTIONS OF VERIZON'S EQUIPMENT/GENERATOR PADS, FUEL TANKS, EQUIPMENT/GENERATOR ELECTRICAL, TELCO/FIBER CONDUITS, EQUIPMENT GROUNDING AND ICE BRIDGE.

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

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

VERTICON CONSTRUCTION SCOPE OF WORK:  
1.00 VERIZON ANTENNA AND LINES  
A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TENANT LABA" FOR THE INSTALL OF VERIZON LABA INCLUDING ANY REQUIRED TESTING AND MATERIALS AS DIRECTED BY VERIZON PERSONNEL FOR A TYPICAL MARKET COLLOCATION.

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

3.00 MOUNTS  
A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TENANT MOUNT" FOR PROVIDING THE MOUNT ONLY (PRICE OF MOUNT INSTALLATION TO BE INCLUDED IN "TENANT LABA").

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

5.00 VERIZON POWER SERVICE  
A. CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING UP VERIZON'S POWER ACCOUNT OR TRANSFER OF THE SAME FROM VERIZON TO VERTICAL BRIDGE. VERIZON IS RESPONSIBLE FOR REPORTING POWER UPDATES.  
1. CONTRACTOR RESPONSIBLE FOR TRACKING AND CONFIRMING METER SET.  
2. PHOTO CONFIRMATION REQUIRED.  
3. PHOTO CONFIRMATION REQUIRED.

B. VERIZON POWER SERVICE SHALL BE 200 AMPS  
C. TYPICAL VERIZON ELECTRICAL POWER SERVICE INSTALL SEE CONSTRUCTION DRAWINGS FOR POWER ROUTING.

6.00 THE DESIGNER/EA/P. MAKES NO WARRANTY, EXPRESSED OR IMPLIED, ON THE STRUCTURAL ADEQUACY FOR PROPRIETARY BRACKETS, CLIPS, PARTS, FROM A MANUFACTURER.

VERTICAL BRIDGE CONSTRUCTION SCOPE OF WORK:

1.00 PERMITS  
A. CONTRACTOR IS RESPONSIBLE FOR ELECTRICAL PERMITS AND ALL REQUIRED INSPECTIONS.

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

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

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

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

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

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

4.00 COMPOUND FENCE  
A. CONTRACTOR SHALL INSTALL STAKE LOCK SYSTEM AND VERTICAL BRIDGE LOCK ON COMPOUND GATE. VERTICAL BRIDGE LOCK COMBO (0861)

B. CONTRACTOR SHALL INSTALL MUSHROOM AND GATE STOPS.

C. CONTRACTOR SHALL INSTALL 50X50X6" CHAINLINK FENCE WITH (3) RINGS OF BARBED WIRE ON TOP FOR MONITOR AND GATED TOWERS UNLESS NOTED OTHERWISE. (75X75X6" FENCED COMPOUND FOR SST TOWER SITES UNLESS NOTED OTHERWISE)

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

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

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

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

E. CONTRACTOR SHALL CONFORM TO SUPPLIED FTA HEIGHT VERIFICATION.

6.00 TOWER LIGHTING  
A. TOWER LIGHTING EQUIPMENT SHALL BE INSTALLED BY LIGHTING MANUFACTURER.

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

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

D. CONTRACTOR SHALL SUPPLY AND INSTALL (1) 2" CONDUIT AT SUB-PANEL LOCATION TO TOWER LEG WITH WEATHER-HEAD IF REQUIRED.

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

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

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

D. CONTRACTOR SHALL SUPPLY AND INSTALL 500-WATT METAL HALIDE FLOOD LIGHT 120 VOLT WITH TIMER SWITCH.

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

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

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

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

E. IF CHANGES TO THE SCOPE OF WORK ARE MADE BY THE UTILITY PROVIDER AFTER CONSTRUCTION START, CONTRACTOR SHALL NOTIFY VERTICAL BRIDGE CH/PM IMMEDIATELY.

9.00 VERIZON TELCO/FIBER SERVICE INSTALL BY VERTICAL BRIDGE  
A. CONTRACTOR SHALL SUPPLY AND INSTALL A SEPARATE HAND-HOLE AT THE ROW, AT THE COMPOUND

VERTICAL BRIDGE CM NOTES







PREPARED FOR:

verticalbridge  
THE TOWERS, LLC  
22 WEST ATLANTIC AVENUE, SUITE 310  
DELRAY BEACH, FL 33444

NOT FOR  
CONSTRUCTION

**DESIGN**  
8873 VALLEY VIEW RD.  
EREN PRairie, MN 55444  
(952) 855-6299  
WWW.DESIGN1.COM

PROJECT  
US-MN-5479  
FUZE ID: 15000297

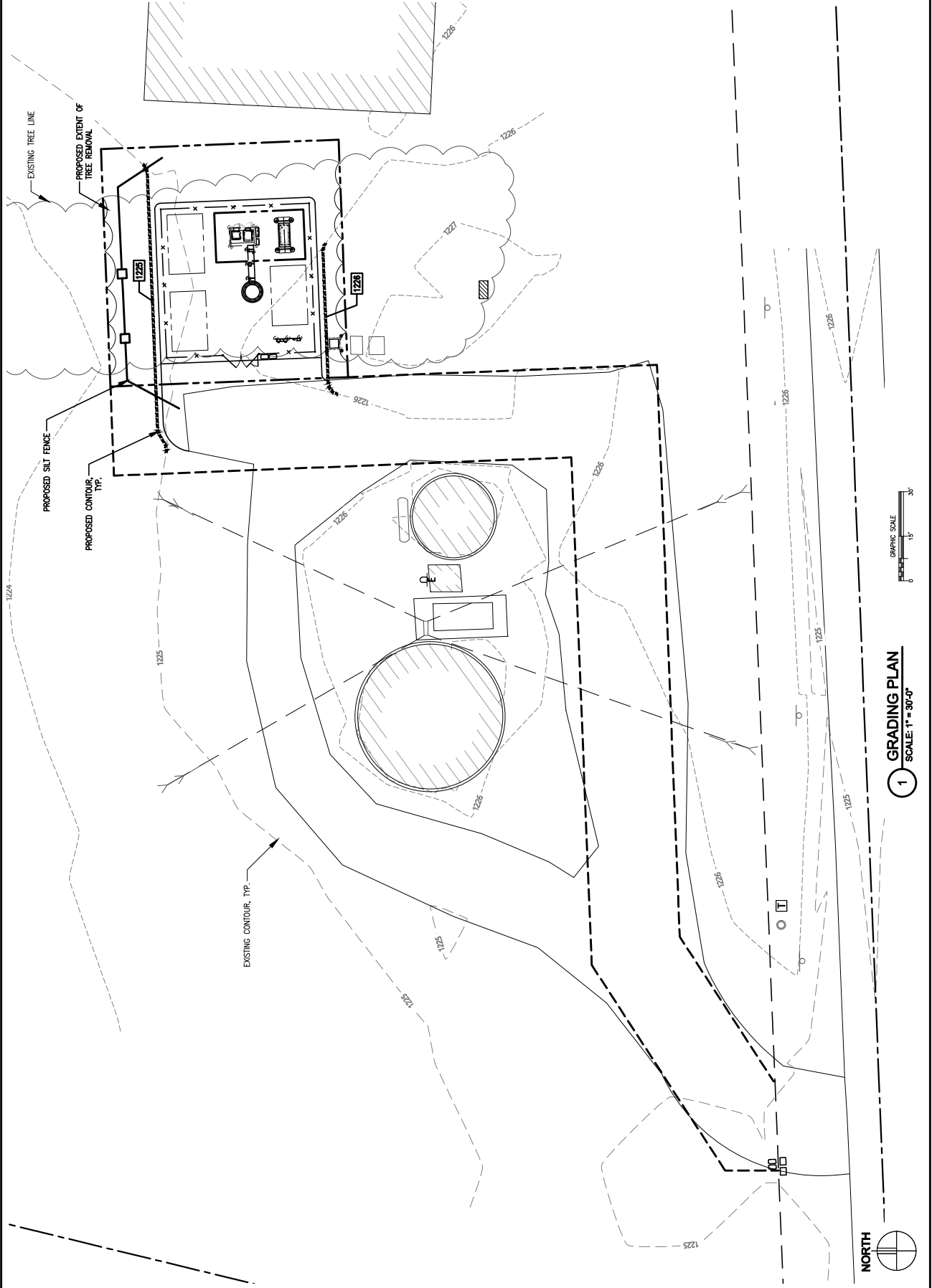
US-MN-5479  
AMARYLLIS

27244 HWY 28  
GREY EAGLE, MN 56536

SHEET CONTENTS:  
GRADING PLAN

TLS  
DRAWN BY:  
SJD  
CHECKED BY:  
REV. A 01-28-28  
REV. B 05-02-28

A-1.1



1 GRADING PLAN  
SCALE: 1" = 30'-0"



SEE SHEET G-1 FOR ADDITIONAL NOTES

PREPARED FOR:



**THE TOWERS, LLC**  
22 WEST ATLANTIC AVENUE, SUITE 310  
DELRAY BEACH, FL 33444

**NOT FOR CONSTRUCTION**



**DESIGN 1**  
8873 VALLEY VIEW RD.  
EREN PRADRE, MN 55444  
(952) 465-6299  
WWW.DESIGN1P.COM

**PROJECT**  
US-MN-5479  
FUZE ID: 15000297

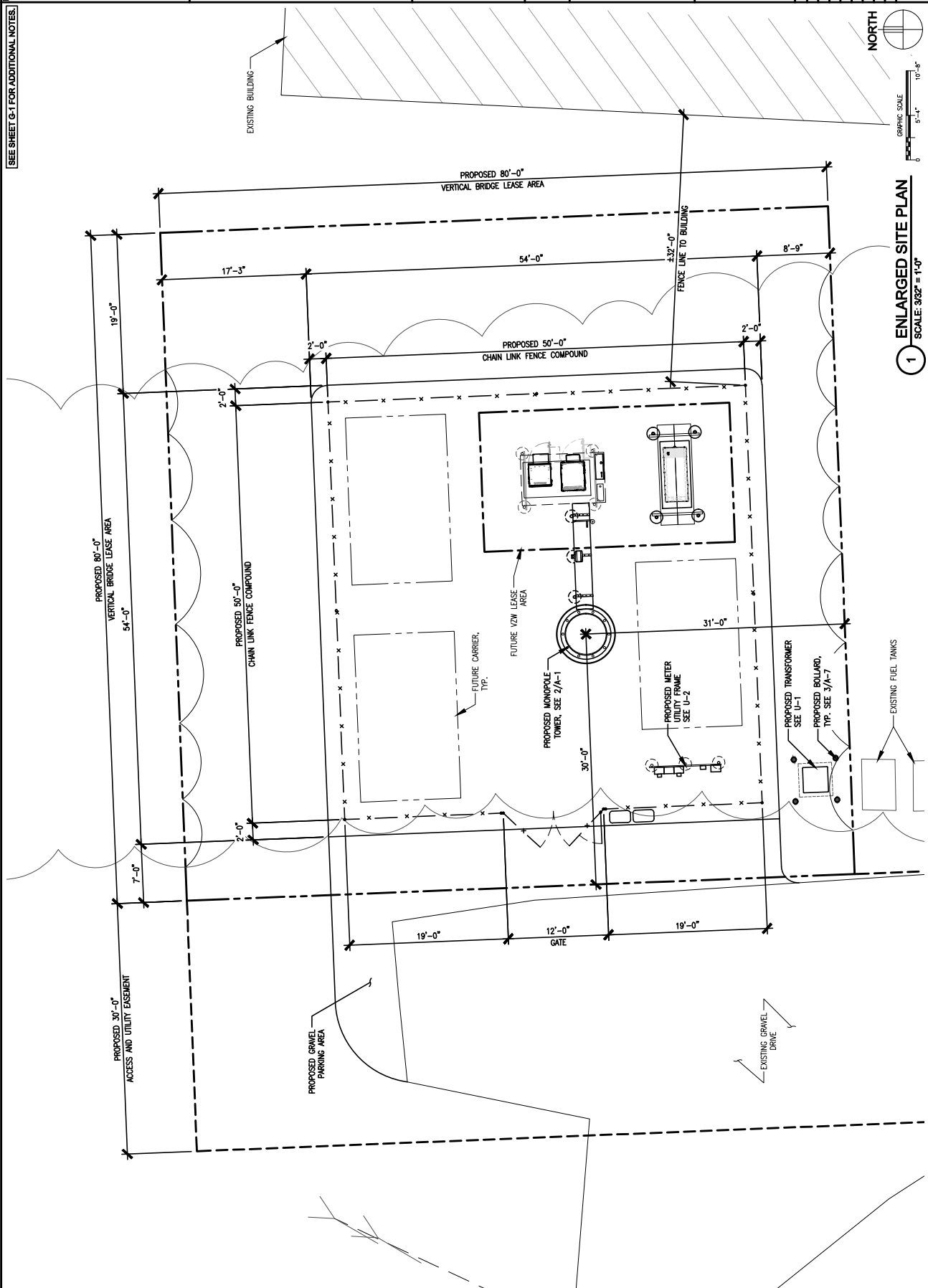
**US-MN-5479**  
**AMARYLLIS**

27244 HWY 28  
GREY EAGLE, MN 56536

**SHEET CONTENTS:**  
ENLARGED SITE PLAN

DRAWN BY:	TLS
CHECKED BY:	SJD
REV. A	01-28-28
REV. B	05-02-28

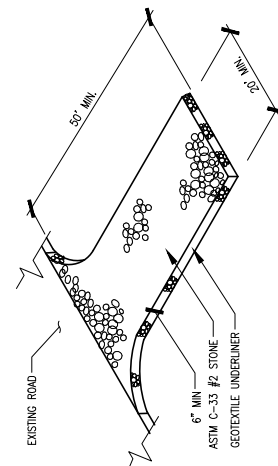
**A-2**



**ENLARGED SITE PLAN**  
SCALE: 3/32" = 1'-0"

**GRADING & EXCAVATING NOTES:**

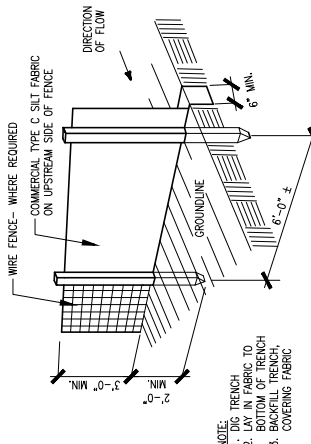
- ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUNDWATER. DOWATERING FOR EXCESS GROUNDWATER SHALL BE PROVIDED IF REQUIRED.
- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL.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



**1 CONSTRUCTION EXIT DETAIL**

**GENERAL EROSION & SEDIMENT CONTROL NOTES:**

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



**2 SILT FENCE DETAIL**

**SEEDING GUIDELINES:**

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

**EVALUATE PROPOSED COVER MATERIAL:**

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

**SEED BED PREPARATION:**

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

**SEED MIXTURE:**

SPECIES/AMOUNT	LEBS/ACRE
CREeping RED FESCUE	20
PERENNIAL BULGURGRASS	20
PERENNIAL RYEGRASS	5

**SEED TIME AND METHOD:**

THE PREFERRED TIME FOR SEEDING THE COOL SEASON MIXTURE IS LATE SUMMER. SOIL AND AIR TEMPERATURES ARE IDEAL FOR SEED GERMINATION AND SEEDLING GROWTH. WEED COMPETITION IS REDUCED DURING THIS TIME. SEEDING SHOULD BE COMPLETED PRIOR TO THE ONSET OF WINTER WEATHER. HERBICIDE USE IS GREATLY REDUCED. HOWEVER, SEEDING MAY BE DONE AT ANY OF THE ABOVE NOTED TIMES.

**MULCHING:**

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

**CONSTRUCTION NOTES FOR FABRICATED SILT FENCE:**

- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR SHAPLES.
- FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY SIX INCHES AND FOLDED.
- MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
- ALL SILT FENCE MATERIALS MUST BE LISTED ON THE CURRENT STATES, D.O.T. QUALIFIED PRODUCTS LIST.

POSTS: STEEL EITHER 1 OR U  
 FENCES: WOVEN WIRE 14 GA. 6" MAX. MESH OPENING.  
 FILTER CLOTH: FILTER X, MIRAFT 100X STABILINKA T140N OR APPROVED EQUAL.  
 PREFABRICATED UNIT: GCSFAR EMERGENCE OR APPROVED EQUAL.

PREPARED FOR:  
  
**THE TOWERS, LLC**  
 22 WEST ATLANTIC BEACH, SUITE 310  
 33444

**NOT FOR CONSTRUCTION**

**DESIGN 1**  
 9873 VALLEYVIEW RD.  
 EREN PRairie, MN 55444  
 (952) 465-6299  
 WWW.DESIGN1P.COM

**PROJECT**  
 US-MN-5479  
**FUZE ID:** 15000297

**US-MN-5479**  
**AMARYLLIS**

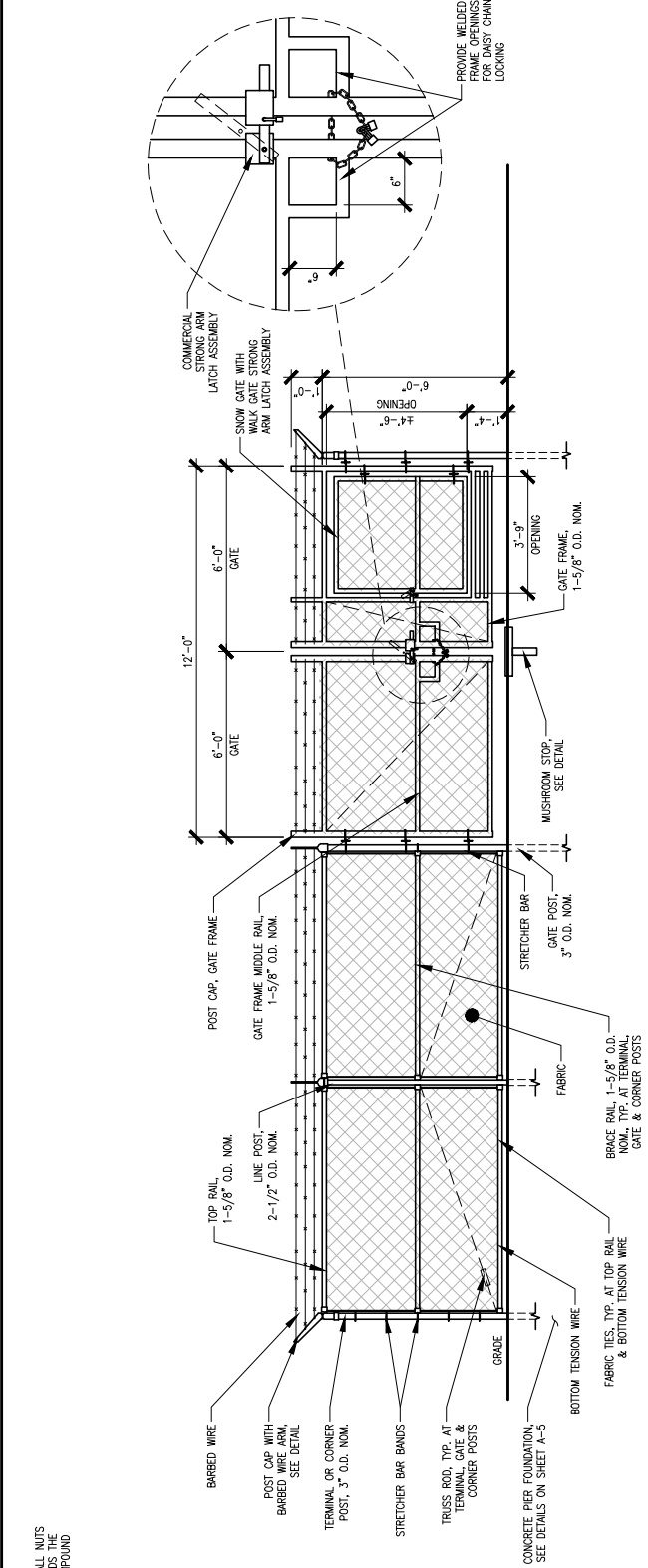
27244 HWY 28  
 GREY EAGLE, MN 56536

**SHEET CONTENTS:**  
 GRADING & EROSION CONTROL NOTES & DETAILS

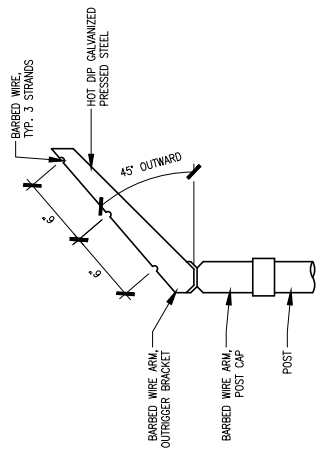
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**REV. A** 01-28-28  
**REV. B** 05-22-28

**A-3**

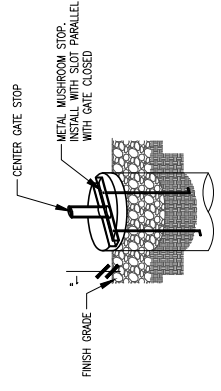
NOTE:  
CONTRACTOR TO INSTALL NUTS  
ON ALL BOLTS TOWARDS THE  
INTERIOR OF THE COMPOUND



**1** FENCE DETAIL  
SCALE: 1/4" = 1'-0"



**2** BARBED WIRE ARM DETAIL



**3** MUSHROOM STOP DETAIL

PREPARED FOR:  
**verticalbridge**  
THE TOWERS, LLC  
22 WEST ATLANTIC AVENUE, SUITE 310  
DELRAY BEACH, FL 33444

NOT FOR  
CONSTRUCTION

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FUZE ID: 19000297

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AMARYLLIS

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GREY EAGLE, MN 56536

SHEET CONTENTS:  
FENCE DETAILS

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CHECKED BY:	SJD
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 THE TOWERS, LLC  
 22 WEST ATLANTIC AVENUE, SUITE 310  
 DELRAY BEACH, FL 33444

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 CONSTRUCTION

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 FUCE ID: 15000297

US-MN-5479  
 AMARYLLIS

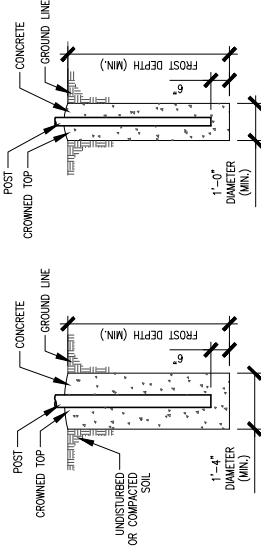
27244 HWY 28  
 GREY EAGLE, MN 56536

SHEET CONTENTS:  
 FENCE NOTES  
 FENCE DETAILS

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 CHECKED BY: SJD  
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A-5

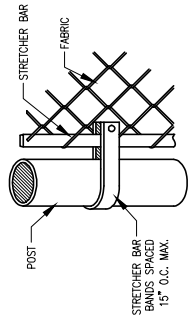
- NOTES:**
- ZINC COATING - THE WEIGHT OF THE COATING SHALL NOT BE LESS THAN 1.0 OUNCES PER SQUARE FOOT OF ZINC COATING CONCRETE FERRIC OR ALUMINUM ZINC COATING SHALL BE USED. THE ENTIRE GATE FRAME SHALL BE HOT DIP GALVANIZED OR GALVANIZED OR STAINLESS STEEL. ALL SCREWS, BOLTS, LOCK WASHERS, NUTS, ETC. SHALL BE HOT DIP GALVANIZED OR MADE OF STAINLESS STEEL.
  - FABRIC - STANDARD INDUSTRIAL GRADE, 9 GAUGE, WITH 2 INCH MESH (KNUCKLE & TWIST SELWAGE) ZINC COATED OR GALVANIZED. FABRIC SHALL BE 1200 POUNDS SHALL BE USED. THE FABRIC SHALL BE ZINC COATED BY THE HOT DIP PROCESS AFTER FABRICATION.
  - METAL POSTS - METAL POSTS (LINE, CORNER, TERMINAL, GATE POSTS, MIDDLE RAILS, BRACES AND TOP RAIL) SHALL BE HOT DIP GALVANIZED SCHEDULE 40 TUBULAR STEEL WITH A NOMINAL OUTSIDE DIAMETER AS INDICATED IN THE DRAWINGS.
  - POST CAPS - LINE, CORNER, TERMINAL AND GATE POST CAPS TO INCLUDE A BARBED WIRE OUTRIGGER BRACKET AND SHALL BE ATTACHED TO THE POST WITH TAMPER RESISTANT SCREWS, BRADS, OR BOLTS. GATE FRAME POST CAPS TO BE PRESSED STEEL DOME TYPE.
  - TOP RAIL - A MINIMUM OF ONE COUPLING IN EACH STRAIGHT RUN OF TOP RAIL SHALL HAVE A HEAVY SPRING INSERTED WITHIN THE COUPLING TO TAKE UP EXPANSION AND CONTRACTION OF THE TOP RAIL. THE TOP RAIL SHALL BE FASTENED TO TERMINAL POSTS WITH PRESSED STEEL CONNECTIONS.
  - GATE FRAME MIDDLE RAIL - THE MIDDLE RAIL SHALL BE OF THE SAME MATERIAL AS THE TOP RAIL AND INSTALLED WITH HOT DIP GALVANIZED FITTINGS ATTACHED TO THE POSTS.
  - BRACE RAIL - BRACE RAIL MATERIAL SHALL BE OF THE MATERIAL AS THE TOP RAIL AND LOCATED 1/2 OF THE DISTANCE UP FROM THE BOTTOM OF THE FABRIC. BRACE RAILS SHALL BE SECURELY FASTENED TO POSTS BY SUITABLE PRESSED STEEL CONNECTIONS.
  - TRUSS RODS - SHALL BE 3/8" ROUND GALVANIZED STEEL RODS WITH GALVANIZED TURNBUCKLES.
  - BOTTOM TENSION WIRE - THE TENSION WIRE SHALL BE OF 7 GAUGE. HOT DIP GALVANIZED SPRING TENSION WIRE WITH A BREAKING STRENGTH OF NOT LESS THAN 1900 POUNDS. THIS WIRE SHALL BE KEPT TAUT WITH GALVANIZED TURNBUCKLES AND ATTACHED TO POSTS WITH GALVANIZED HARDWARE OR CABLE CLAMPS.
  - FABRIC TIES - THE FABRIC TIES SHALL BE ALUMINUM WIRE, NOT LESS THAN 9 GAUGE.
  - STRETCHER BARS - THE STRETCHER BARS SHALL BE FLAT GALVANIZED STEEL BARS NOT LESS THAN 5/16" X 3/4" AND NOT LESS THAN 14" SHORTER THAN THE STRETCHER BAR. BARS SHALL BE FLAT GALVANIZED STEEL BARS NOT LESS THAN 5/16" X 1 1/2" WITH 5/16" DIAMETER GALVANIZED GARBAGE BOLT.
  - BARRED WIRE - BARRED WIRE OF GALVANIZED STEEL (OR ALUMINUM) CONSISTING OF 12.5 GAUGE WIRE WITH 4-POINT BARS SPACED 5 INCHES APART.
  - GATE FRAMES SHALL BE CONSTRUCTED OF HEAVY DUTY GALVANIZED STEEL PIPE. THE GATES SHALL BE ASSEMBLED USING CORNER FITTINGS OF HEAVY PRESSED STEEL OR MALLEABLE CASTINGS OR MAY BE WELDED IF THE ENTIRE GATE FRAME IS HOT DIP GALVANIZED AFTER THE WELDING. ALL GATES SHALL BE EQUIPPED WITH HEAVY DUTY GALVANIZED STEEL TYPE HINGES WITH LARGE BEARING SURFACES OF ADEQUATE STRENGTH TO SUPPORT THE GATE. THE HINGES SHALL NOT TWIST OR TURN UNDER THE ACTION OF THE GATE. GATES WILL PROVIDE A FULL RANGE OF MOTION AND BE EQUIPPED WITH HEAVY DUTY GALVANIZED LATCHES. LATCHES SHALL BE OF THE TYPE THAT WILL PROVIDE A FULL RANGE OF MOTION AND BE EQUIPPED TO RECEIVE A PADLOCK. ARM LATCH #4000. SHOCK GATE LATCH SHALL BE DAC INDUSTRIES WALK GATE STRONG ARM LATCH #4300. LATCHES SHALL BE EQUIPPED TO RECEIVE A PADLOCK.
  - PROVIDE R.F. WARNING SIGNAGE ON ALL GATES.



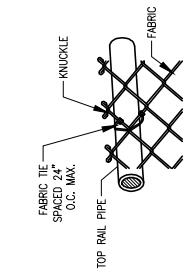
FOOTING FOR TERMINAL GATE & CORNER POST

FOOTING FOR LINE POST

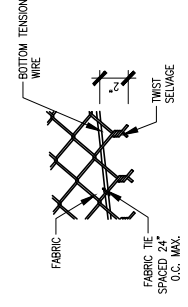
1 POST FOOTINGS



METHOD OF FASTENING STRETCHER BAR TO POST



METHOD OF TYING FABRIC TO PIPE



METHOD OF TYING FABRIC TO TENSION WIRE

2 FABRIC/BAR CONNECTIONS



PREPARED FOR:

**verticalbridge**  
 THE TOWERS, LLC  
 22 WEST ATLANTIC AVENUE, SUITE 310  
 DELRAY BEACH, FL 33444

**NOT FOR  
 CONSTRUCTION**

**DESIGN**  
 8873 VALLEY VIEW RD.  
 FORT PIERRE, MN 55444  
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**PROJECT**  
 US-MN-5479  
 FUZE ID: 15000297

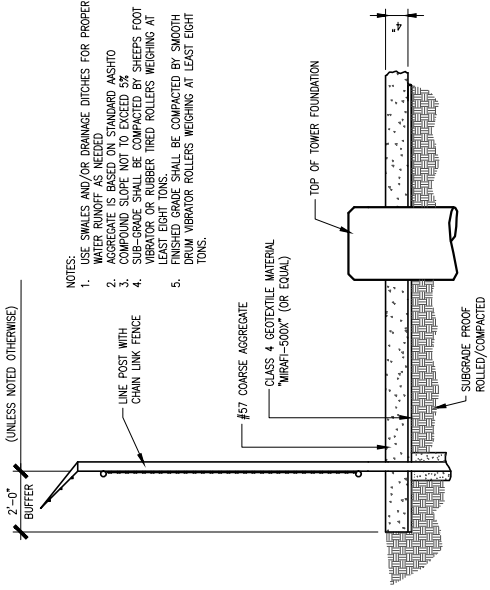
**US-MN-5479  
 AMARYLLIS**

27244 HWY 28  
 GREY EAGLE, MN 56536

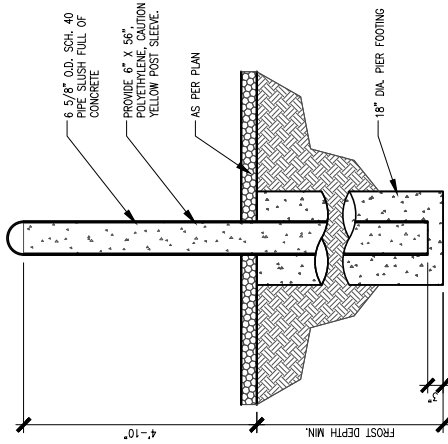
**SHEET CONTENTS:**  
 GRAVEL DRIVE SECTION  
 SURFACING DETAIL  
 BOLLARD DETAIL  
 UTILITY TRENCH DETAIL

**DRAWN BY:** TJS  
**CHECKED BY:** SJD  
**REV. A:** 01-28-28  
**REV. B:** 05-02-28

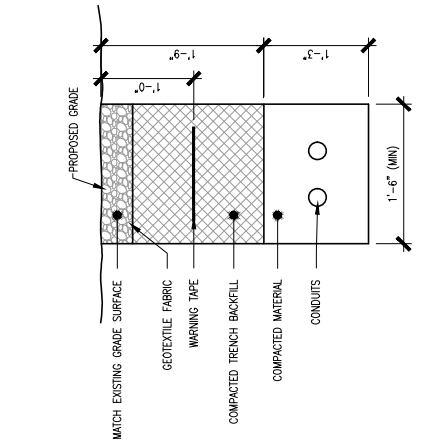
**A-7**



**2** **COMPOUND SURFACING DETAIL**



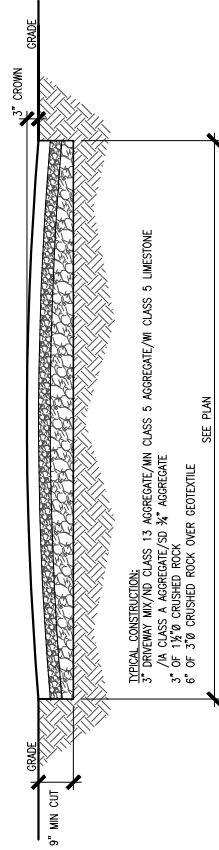
**3** **BOLLARD DETAIL**  
 SCALE: 1/2" = 1'-0"



**4** **UTILITY TRENCH DETAIL**

**NOTES:**

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



**GRAPHIC SCALE**  
 0 1'-0" 2'-0"

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

PREPARED FOR:

**verticalbridge**  
**THE TOWERS, LLC**  
22 WEST ATLANTIC AVENUE, SUITE 310  
DELRAY BEACH, FL 33444

**NOT FOR  
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**PROJECT**  
US-MN-5479  
FUZE ID: 19000297

**US-MN-5479**  
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27244 HWY 28  
GREY EAGLE, MN 56536

**SHEET CONTENTS:**  
PHOTOS

DRAWN BY: TJS  
CHECKED BY: SJD  
REV. A 01-28-28  
REV. B 09-02-28

**A-8**



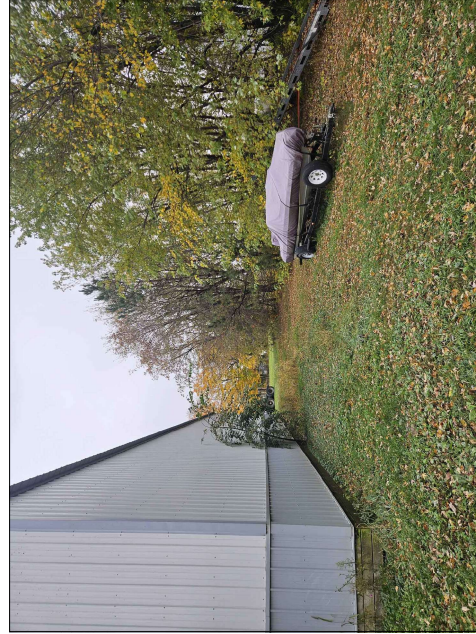
**2** **SITE PHOTO**  
VIEW: LOOKING NORTH



**4** **SITE PHOTO**  
VIEW: LOOKING NORTHWEST



**1** **SITE PHOTO**  
VIEW: LOOKING SOUTH



**3** **SITE PHOTO**  
VIEW: LOOKING SOUTH

GENERAL GROUNDING NOTES:

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

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

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

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

SPECIAL CONSIDERATIONS FOR GROUND RODS:

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

When specified with slurred Bentonite encasement, drilling equipment will be used to bore a hole for ground rod placement. Slurry shall be made from pelletized material ("Grounding Gravel"), powdered Bentonite is not allowed. If slurry is not used, the Contractor shall provide Bentonite encasements.

Unless-grade connections shall be by lugs w/ two-hole tongues above noted otherwise, joined to solid leads by welding (7&F 546556B, 546557B, 546558B) or 10,000psi comping (BROWN33, 14422, 14423, 14424, 14425, 14426, 14427, 14428, 14429, 14430, 14431, 14432, 14433, 14434, 14435, 14436, 14437, 14438, 14439, 14440, 14441, 14442, 14443, 14444, 14445, 14446, 14447, 14448, 14449, 14450, 14451, 14452, 14453, 14454, 14455, 14456, 14457, 14458, 14459, 14460, 14461, 14462, 14463, 14464, 14465, 14466, 14467, 14468, 14469, 14470, 14471, 14472, 14473, 14474, 14475, 14476, 14477, 14478, 14479, 14480, 14481, 14482, 14483, 14484, 14485, 14486, 14487, 14488, 14489, 14490, 14491, 14492, 14493, 14494, 14495, 14496, 14497, 14498, 14499, 14500, 14501, 14502, 14503, 14504, 14505, 14506, 14507, 14508, 14509, 14510, 14511, 14512, 14513, 14514, 14515, 14516, 14517, 14518, 14519, 14520, 14521, 14522, 14523, 14524, 14525, 14526, 14527, 14528, 14529, 14530, 14531, 14532, 14533, 14534, 14535, 14536, 14537, 14538, 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PREPARED FOR:

verticalbridge  
THE TOWERS, LLC  
22 WEST ATLANTIC AVENUE, SUITE 310  
DELRAY BEACH, FL 33444

NOT FOR  
CONSTRUCTION

**DESIGN**  
8873 VALLEY VIEW RD.  
EREN PRairie, MN 55444  
(952) 465-6289  
WWW.DESIGN1P.COM

PROJECT  
US-MN-5479  
FUZE ID: 15000297

US-MN-5479  
AMARYLLIS

27244 HWY 28  
GREY EAGLE, MN 56536

SHEET CONTENTS:  
GROUNDING PLAN

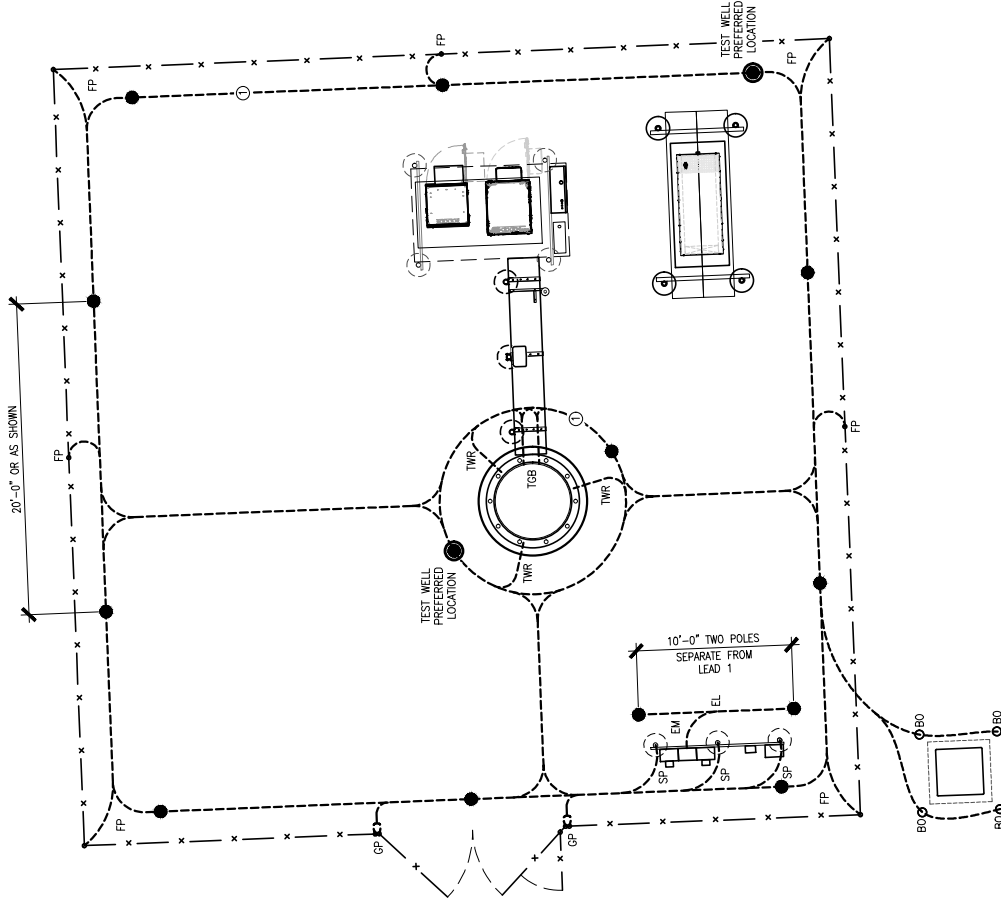
TLS  
SUD  
DRAWN BY:  
CHECKED BY:  
REV. A 01-28-28  
REV. B 05-02-28

NORTH

1 GROUNDING PLAN  
SCALE: NTS

G-2

- NOTES:
1. SEE SHEET VZW G-1 FOR VERIZON GROUNDING PLAN. REFER TO SHEET G-1 FOR ADDITIONAL NOTES.
  2. REFER TO SHEET VZW G-1 FOR ADDITIONAL NOTES.
  3. GROUND RING SYSTEM PERFORMANCE TEST ALLOWANCE IS FIVE (5) OHMS MAXIMUM.



PREPARED FOR:

**verticalbridge**  
**THE TOWERS, LLC**  
 22 WEST ATLANTIC AVENUE, SUITE 310  
 DELRAY BEACH, FL 33444

**NOT FOR  
 CONSTRUCTION**

**DESIGN 1**  
 8873 VALLEY VIEW RD.  
 EREN PRairie, MN 55444  
 (952) 465-6289  
 WWW.DESIGN1P.COM

**PROJECT**  
 US-MN-5479  
 FUZE ID: 15000297

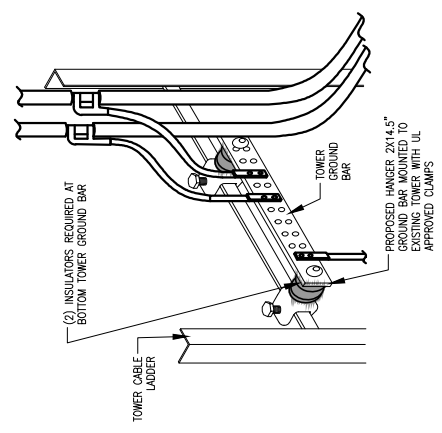
**US-MN-5479  
 AMARYLLIS**

27244 HWY 28  
 GREY EAGLE, MN 56536

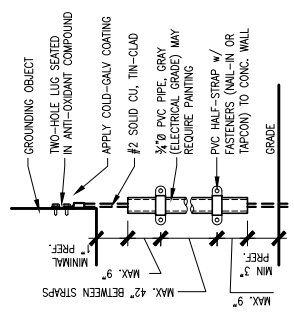
**SHEET CONTENTS:**  
 GROUNDING DETAILS

DRAWN BY:	TLS
CHECKED BY:	SJD
REV. A	01-28-28
REV. B	05-02-28

**G-3**

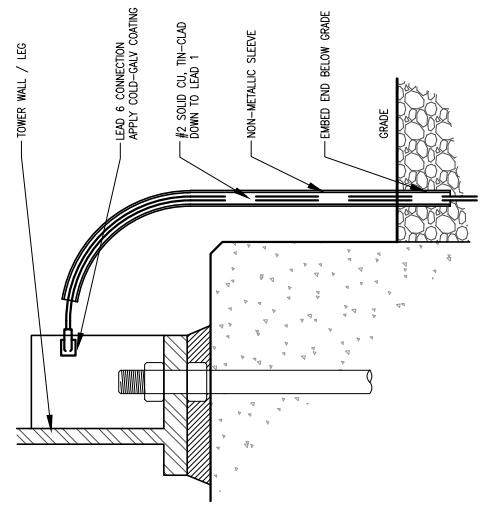


**3 TOWER GROUND BAR DETAIL**  
 SCALE: NONE

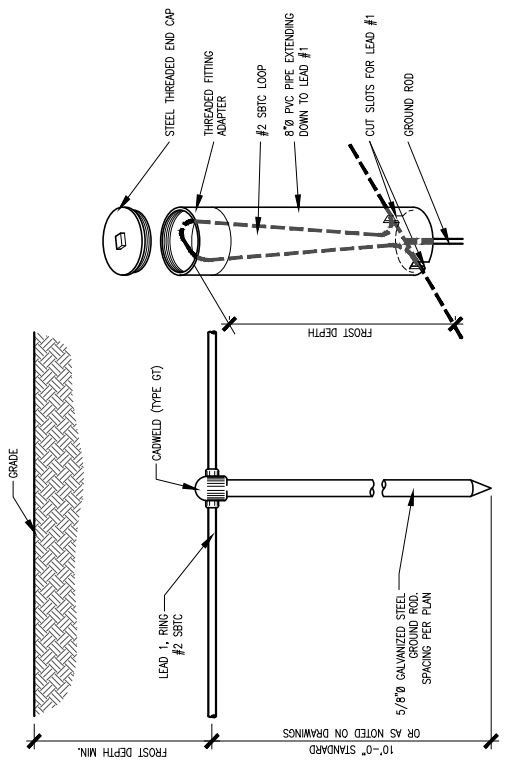


**1 CONDUIT DETAIL**  
 SCALE: NONE

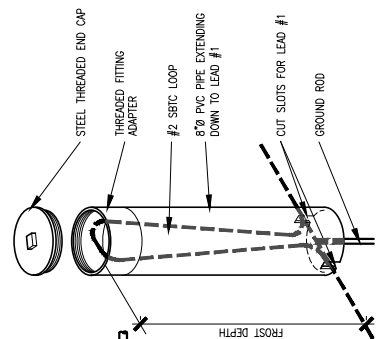
NOTE: IF NO FLANGES ARE PROVIDED, USE BASE PLATE. OR CONTACT TOWER MANUFACTURER.



**2 REBAR GROUNDING DETAIL**  
 SCALE: NONE

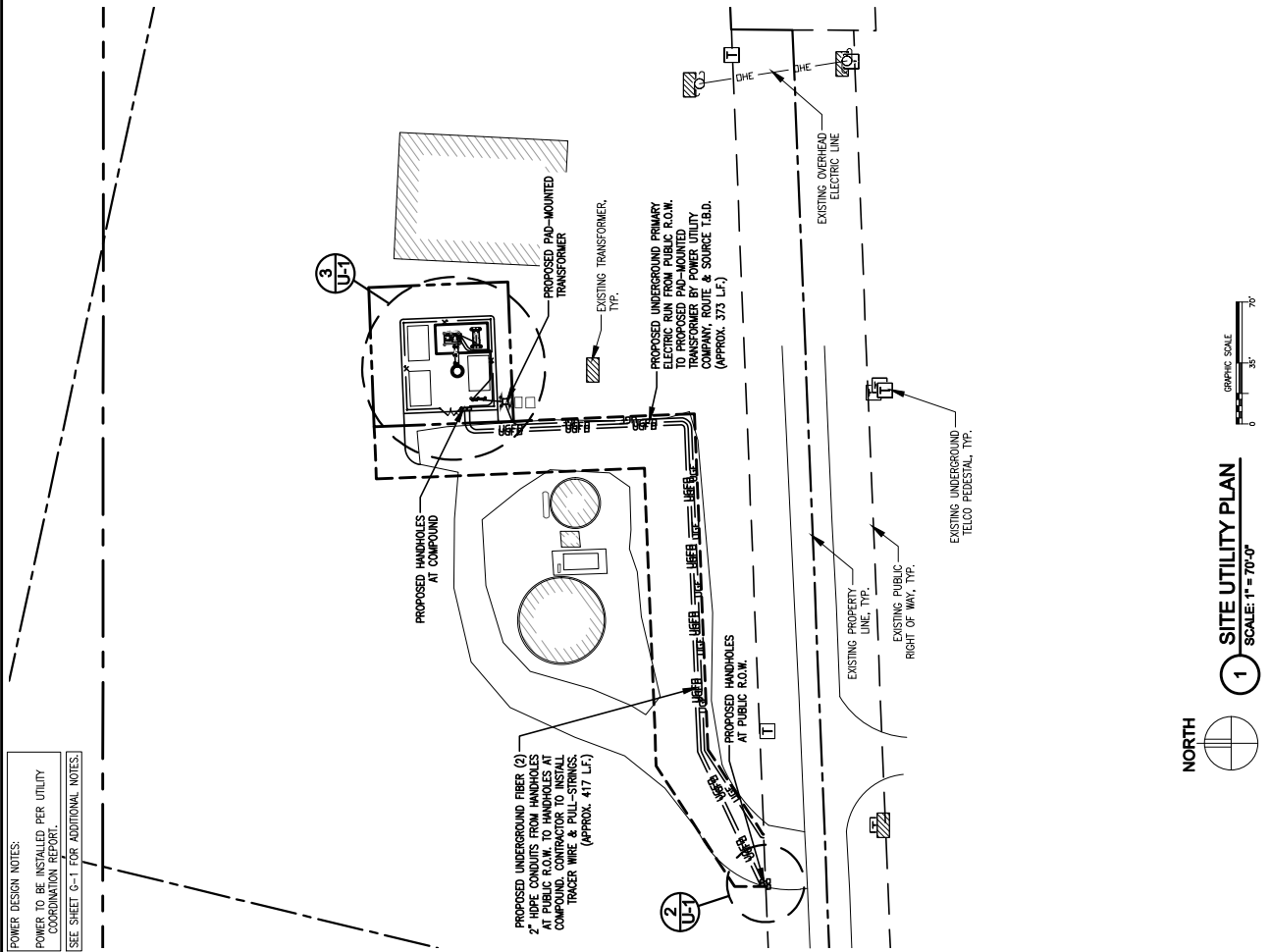


**4 GROUND RING & ROD DETAIL**  
 SCALE: NONE

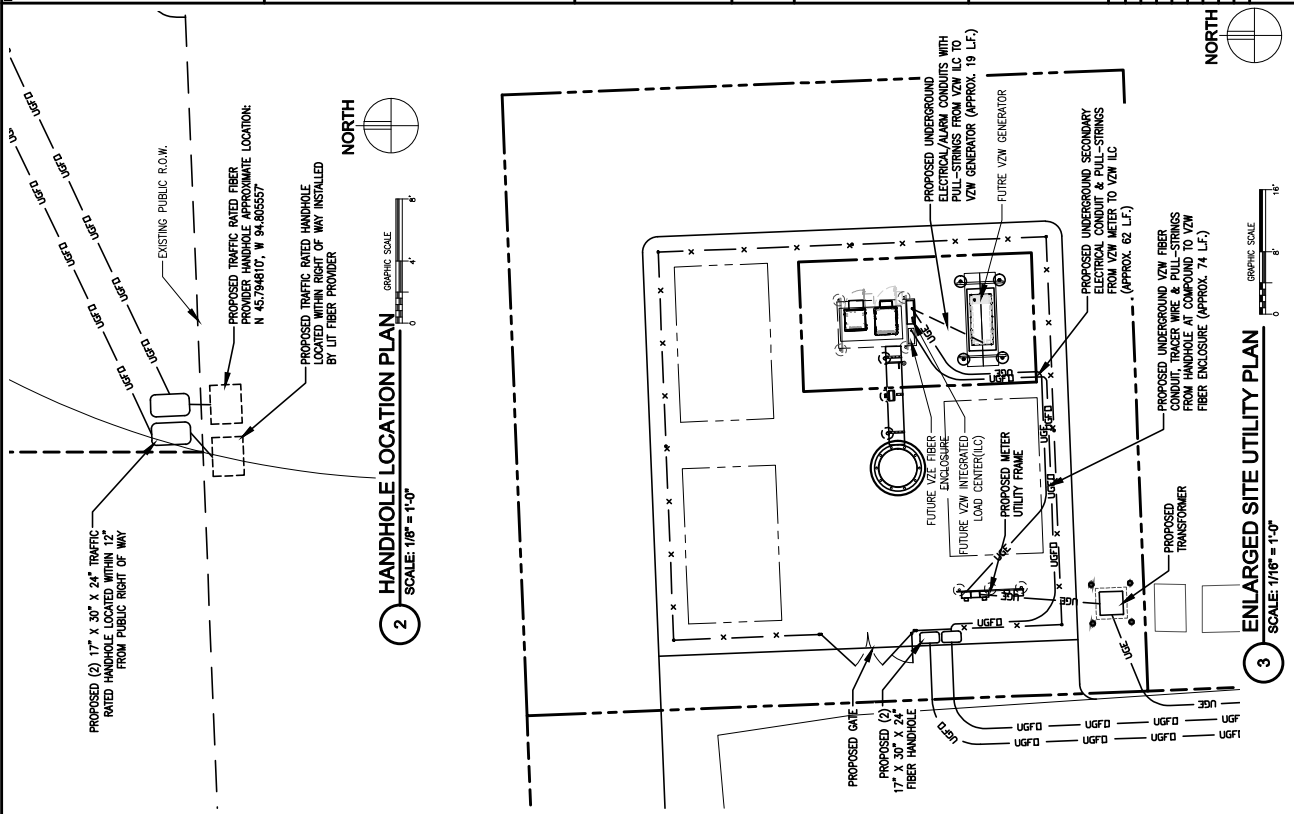
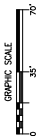


**3 TOWER GROUND BAR DETAIL**  
 SCALE: NONE

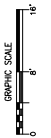
POWER DESIGN NOTES:  
 POWER TO BE INSTALLED PER UTILITY  
 COORDINATION BEFORE  
 COORDINATION REPORT.  
 SEE SHEET G-1 FOR ADDITIONAL NOTES.



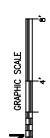
1 SITE UTILITY PLAN  
 SCALE: 1" = 70'-0"



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



2 HANDHOLE LOCATION PLAN  
 SCALE: 1/16" = 1'-0"



PREPARED FOR:  
**verticalbridge**  
**THE TOWERS, LLC**  
 22 WEST ATLANTIC AVENUE, SUITE 310  
 DELRAY BEACH, FL 33444

NOT FOR  
 CONSTRUCTION

**DESIGN 1**  
 8873 VALLEYVIEW RD.  
 EREN PRADRE, MN 55344  
 (952) 885-6289  
 WWW.DESIGN1P.COM

PROJECT  
 US-MN-5479  
 FUZE ID: 18000297

US-MN-5479  
 AMARYLLIS  
 27244 HWY 28  
 GREY EAGLE, MN 56536

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

DRAWN BY:	TLS
CHECKED BY:	SJD
REV. A	01-28-23
REV. B	05-22-23

U-1



PREPARED FOR:



**THE TOWERS, LLC**  
22 WEST ATLANTIC AVENUE, SUITE 310  
DELRAY BEACH, FL 33444

**NOT FOR  
CONSTRUCTION**



**DESIGN 1**  
8873 VALLEYVIEW RD.  
EREN PRairie, MN 55444  
(952) 855-6289  
WWW.DESIGN1P.COM

**PROJECT**  
US-MN-5479  
FUZE ID: 15000297

**US-MN-5479  
AMARYLLIS**

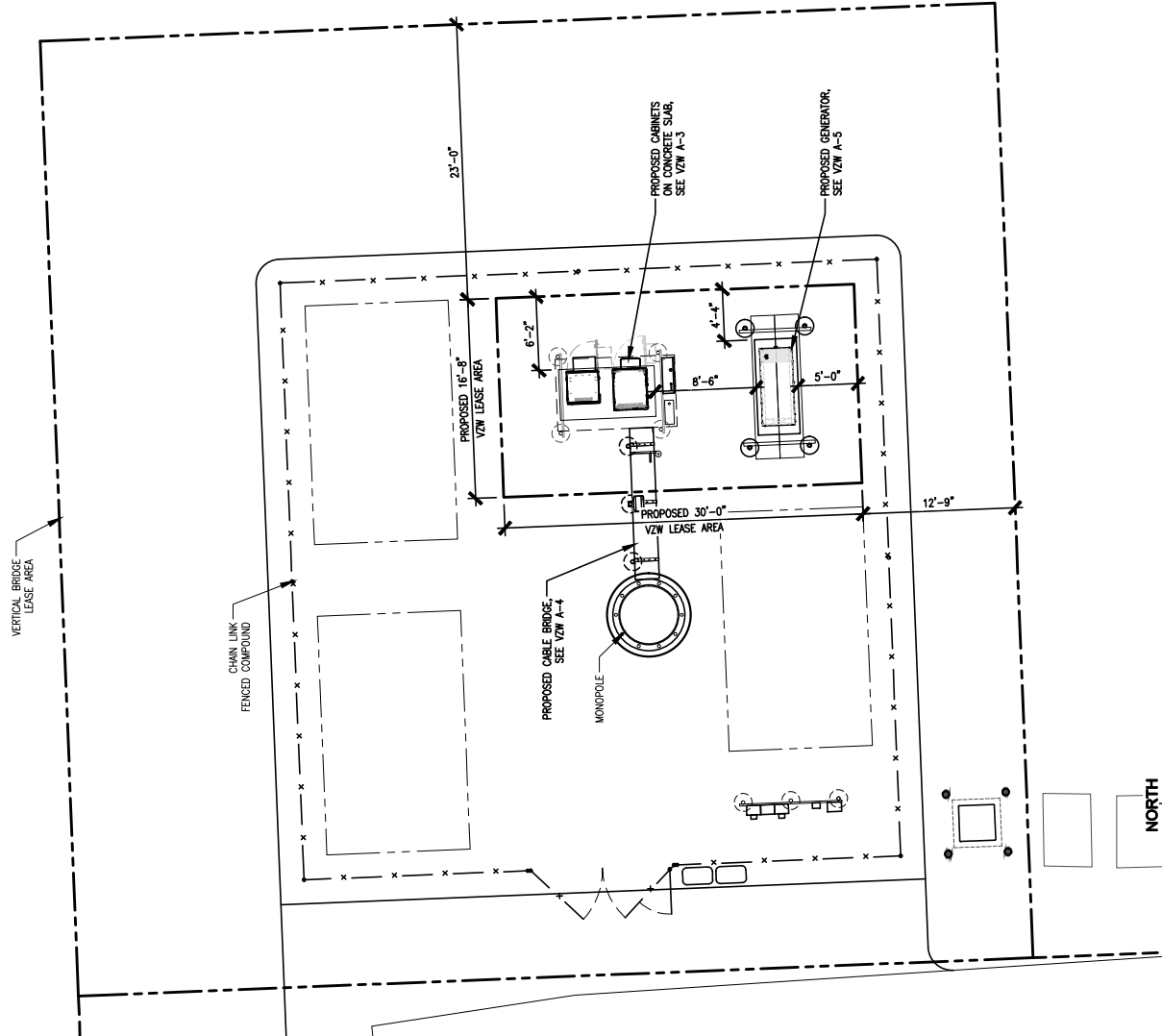
27244 HWY 28  
GREY EAGLE, MN 56536

**SHEET CONTENTS:**  
VERIZON SITE PLAN  
TOWER ELEVATION

DRAWN BY:	TLS
CHECKED BY:	SJD
REV. A	01-28-28
REV. B	05-02-28

**VZW A-1**

- NOTES:**
1. THESE DRAWINGS DO NOT CONSTITUTE A WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE COMPLETED CONSTRUCTION AS SHOWN ON THESE DOCUMENTS AND THE STRUCTURAL ANALYSES.
  2. NO STRUCTURAL ANALYSIS FOR THE MOUNT HAS BEEN PERFORMED AS PART OF THESE DRAWINGS.
  3. PLEASE COORDINATE ANY STRUCTURAL CONCERNS MATTERS OR ANY LOADING MODIFICATIONS TO THE CONSULTANT WHO AUTHORED THE ANALYSIS AND NOTIFY DESIGN 1 IMMEDIATELY OF THE ISSUE.
  4. EQUIPMENT SLAB AND GENERATOR FOUNDATION TO BE EXCAVATED AND CONSTRUCTED IN ACCORDANCE WITH RECOMMENDATIONS AND SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH IS NOT INCLUDED IN THIS PACKAGE. DISCREPANCIES BETWEEN THE REPORT AND THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO VERIZON WIRELESS AND THE DESIGNER.
  5. CONTRACTOR TO ENSURE TIP OF ANTENNAS DO NOT EXCEED TOWER HEIGHT.
  6. ELEVATION IS SHOWN FOR GENERAL DIAGRAMMATIC PURPOSES ONLY. DO NOT SCALE.
  7. THE STRUCTURAL ANALYSIS FOR THE MOUNTS (BY OTHERS) SHALL BE PER THE VERIZON NETWORK STANDARD NSTD-448. ALL LOADING AND DESIGN SHALL BE PER THE TA-222-H STANDARD.



**1 VERIZON SITE PLAN**  
SCALE: 1" = 10'-0"

**2 TOWER ELEVATION**  
SCALE: 1" = 30'-0"

**NOT FOR CONSTRUCTION**

**DESIGN 1**  
 8873 VALLEY VIEW RD.  
 EREN PRairie, MN 5544  
 (952) 835-6299  
 WWW.DESIGN1P.COM

**PROJECT**  
 US-MN-5479  
 FUZE ID: 15000297

**US-MN-5479**  
**AMARYLLIS**

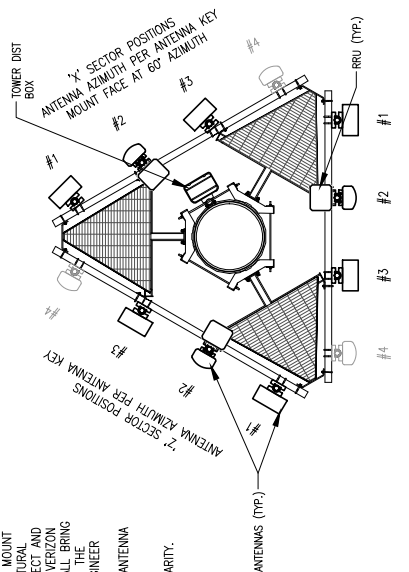
27244 HWY 28  
 GREY EAGLE, MN 56536

**SHEET CONTENTS:**  
 RFDS INFORMATION  
 RFDS PLUMBING DIAGRAM  
 ANTENNA MOUNTING DETAIL

**DRAWN BY:** TJS  
**CHECKED BY:** SJD  
**REV. A:** 01-28-28  
**REV. B:** 05-02-28

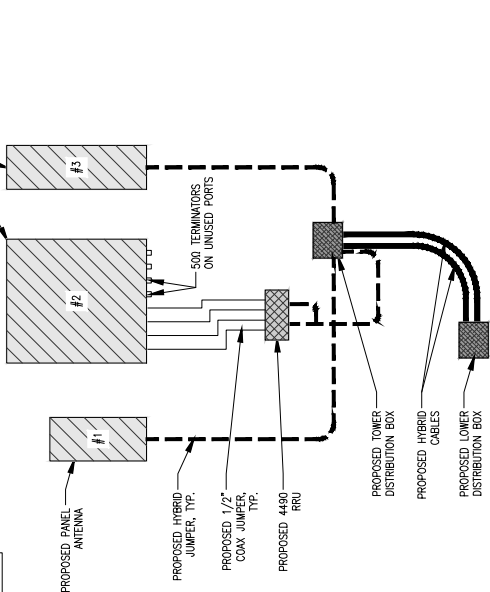
**VZW A-2**

- NOTES:**
1. VERIZON WIRELESS GC TO SUPPLY AND INSTALL THE MOUNTS. THE MOUNTS MUST MEET THE VERIZON WIRELESS MOUNT STANDARD NSTD-445. THE GC SHOULD OBTAIN A MOUNT CLASSIFICATION BY A LICENSED STRUCTURAL ENGINEER IN THE STATE OF THE PROJECT AND SUBMIT THE PE-STAMPED REPORT TO VERIZON PRIOR TO CONSTRUCTION. THE GC SHALL BRING ANY CONCERNS OR DISCREPANCIES TO THE ATTENTION OF THE CONSTRUCTION ENGINEER AND PROVIDE A CORRECTIVE ACTION PLAN TO THE GC TO ENSURE MOUNT & ANTENNA ARRAY DOES NOT IMPROBE SAFETY CLIMB/CABLES.
  2. IT IS THE GC'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR THE MOUNTS AND ANTENNAS.
  3. IT-BACKS NOT SHOWN FOR CLARITY.



**3 ANTENNA MOUNTING DETAIL**  
 SCALE: 3/16" = 1'-0"

NOTE:  
 ONE-LINE DIAGRAM  
 SHOWS ANTENNAS, JUMPERS, &  
 RADIOS TYPICAL PER  
 SECTOR



**4 RFDS PLUMBING DIAGRAM**

ANTENNA KEY				EQUIPMENT KEY							
AZIMUTH	POSITION	FUNCTION	QTY	MANUFACTURER	MODEL	ANTENNA LENGTH	ANTENNA TIP	ANTENNA CENTER DOWNHILL	ELEC DOWNHILL	MECH DOWNHILL	
X SECTOR	45°	1.0 64TX/RX	1	ERICSSON	ARR2419	C-BAND 28.3'	151.2'	150.0'	3'	0'	
	45°	2.1 1X/RX1	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.2 1X/RX2	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.3 1X/RX3	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.4 1X/RX4	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.5 5TH PORT	1	TERMINATED							
		2.6 6TH PORT	1	TERMINATED							
		2.7 7TH PORT	1	TERMINATED							
2.8 8TH PORT	1	TERMINATED									
45°	3.0 32TX/RX	1	ERICSSON	ARR2483	PCS/AWS 48.0'	152.0'	150.0'	2'	0'		
Y SECTOR	180°	1.0 64TX/RX	1	ERICSSON	ARR2419	C-BAND 28.3'	151.2'	150.0'	3'	0'	
	180°	2.1 1X/RX1	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.2 1X/RX2	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.3 1X/RX3	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.4 1X/RX4	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.5 5TH PORT	1	TERMINATED							
		2.6 6TH PORT	1	TERMINATED							
		2.7 7TH PORT	1	TERMINATED							
2.8 8TH PORT	1	TERMINATED									
180°	3.0 32TX/RX	1	ERICSSON	ARR2483	PCS/AWS 48.0'	152.0'	150.0'	2'	0'		
Z SECTOR	300°	1.0 64TX/RX	1	ERICSSON	ARR2419	C-BAND 28.3'	151.2'	150.0'	3'	0'	
	300°	2.1 1X/RX1	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.2 1X/RX2	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.3 1X/RX3	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.4 1X/RX4	1	JMA WIRELESS	MW08RH965-BHG	700/850	96.0'	154.0'	2'	0'	
		2.5 5TH PORT	1	TERMINATED							
		2.6 6TH PORT	1	TERMINATED							
		2.7 7TH PORT	1	TERMINATED							
2.8 8TH PORT	1	TERMINATED									
300°	3.0 32TX/RX	1	ERICSSON	ARR2483	PCS/AWS 48.0'	152.0'	150.0'	2'	0'		

ADDITIONAL:  
 (1) DISTRIBUTION BOX, MODEL RZDC-6627-PF-48 (ON TOWER)  
 (2) DISTRIBUTION BOX, MODEL RZDC-6627-PF-48 (ON CABLE BRIDGE)  
 (3) 6 x 12 HYBRID JUMPER, HUBERA-SHUNNER MODEL 85243897 (DST. BOX TO X-SECTOR RRU)  
 (4) 1 x 4 HYBRID JUMPER, HUBERA-SHUNNER MODEL 85243897 (DST. BOX TO Y & Z-SECTOR RRU)  
 (5) 1 x 4 HYBRID JUMPER, HUBERA-SHUNNER MODEL 85243897 (DST. BOX TO X-SECTOR ANTENNAS)  
 (6) 1 x 4 HYBRID JUMPER, HUBERA-SHUNNER MODEL 85243897 (DST. BOX TO Y & Z-SECTOR ANTENNAS)  
 (7) 1 x 4 HYBRID JUMPER, HUBERA-SHUNNER MODEL 85243897 (DST. BOX TO Y & Z-SECTOR ANTENNAS)  
 (8) ANDREW COAX JUMPER, MODEL LDFA-50A, 8' EACH (RRU TO ANTENNA)  
 (9) DC-DC UP-CONVERTER UNIT (IN CABINET)  
 (10) DC-DC UP-CONVERTER MODULE (IN CABINET)  
 (11) 1-2N 50Ω TERMINATOR

**2 EQUIPMENT KEY**

**1 ANTENNA KEY**



PREPARED FOR:

verticalbridge  
**THE TOWERS, LLC**  
 22 WEST ATLANTIC AVENUE, SUITE 310  
 DELRAY BEACH, FL 33444

**NOT FOR  
 CONSTRUCTION**

**DESIGN**  
 8873 VALLEY VIEW RD.  
 EREN PRairie, MN 55444  
 (952) 465-6289  
 WWW.DESIGN1.COM

**PROJECT**  
 US-MN-5479  
 FUZE ID: 15000297

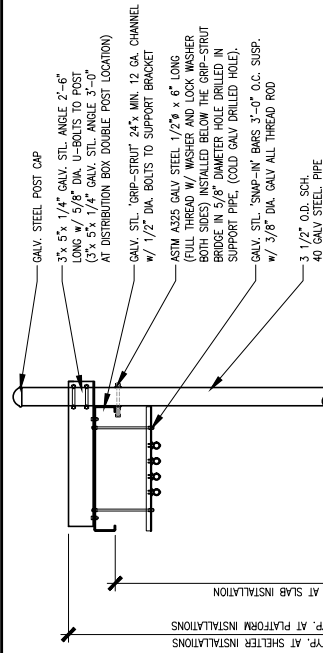
**US-MN-5479  
 AMARYLLIS**

27244 HWY 28  
 GREY EAGLE, MN 56536

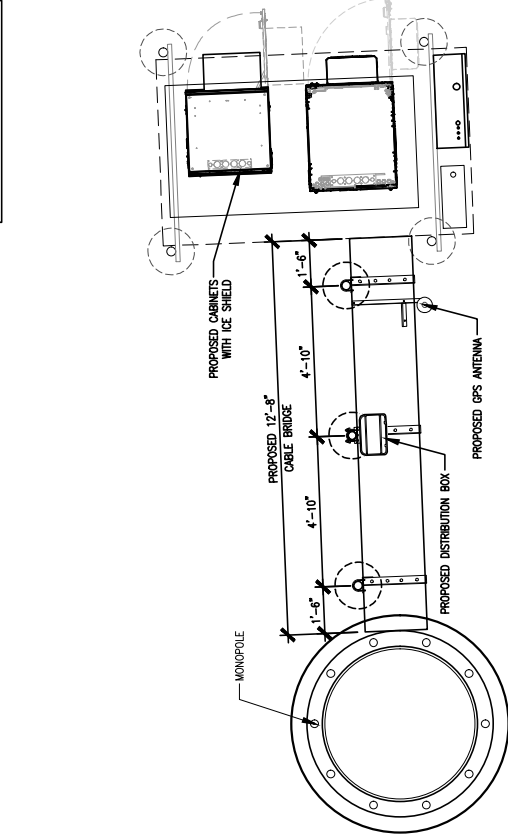
**SHEET CONTENTS:**  
 CABLE BRIDGE DETAILS  
 GPS DETAILS

**DRAWN BY:** TJS  
**CHECKED BY:** SJD  
**REV. A** 01-28-28  
**REV. B** 05-02-28

**VZW A-4**

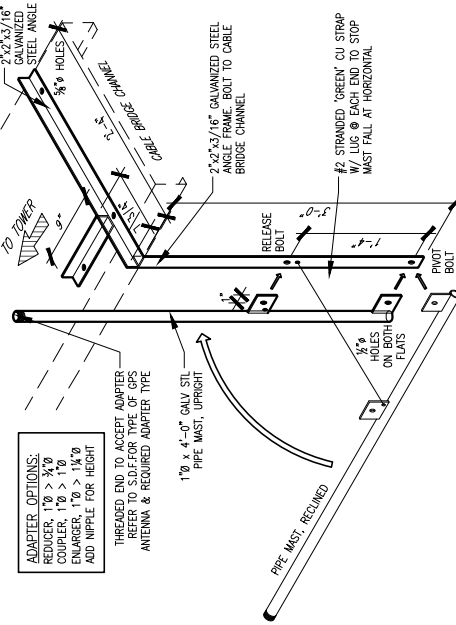


**NOTE:**  
 CABLE BRIDGE SUPPORTS ARE REQUIRED  
 AT INTERVALS NOT TO EXCEED 6'-0" WITH  
 OVERHANGS EXTENSIONS NOT TO EXCEED 1'-6"



**2 CABLE BRIDGE PLAN**  
 SCALE: 1/4" = 1'-0"

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



**ADAPTER OPTIONS:**  
 REDUCER, 1" > 3/4"  
 COUPLER, 1" > 1"  
 ENLARGER, 1" > 1 1/4"  
 ADD NIPPLE FOR HEIGHT

THREADED END TO ACCEPT ADAPTER  
 REFER TO SCHEDULE TYPE OF GPS  
 ANTENNA & REQUIRED ADAPTER TYPE

1 7/8" x 4'-0" GALV. STL.  
 PIPE MAST, UPRIGHT

PIPE MAST, REQUIRED

**3 GPS ANTENNA MOUNTING**  
 SCALE: N.T.S.



PREPARED FOR:

verticalbridge  
THE TOWERS, LLC  
22 WEST ATLANTIC AVENUE, SUITE 310  
DELRAY BEACH, FL 33444

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**DESIGN**  
8873 VALLEY VIEW RD.  
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PROJECT  
US-MN-5479  
FUZE ID: 19000297

US-MN-5479  
AMARYLLIS

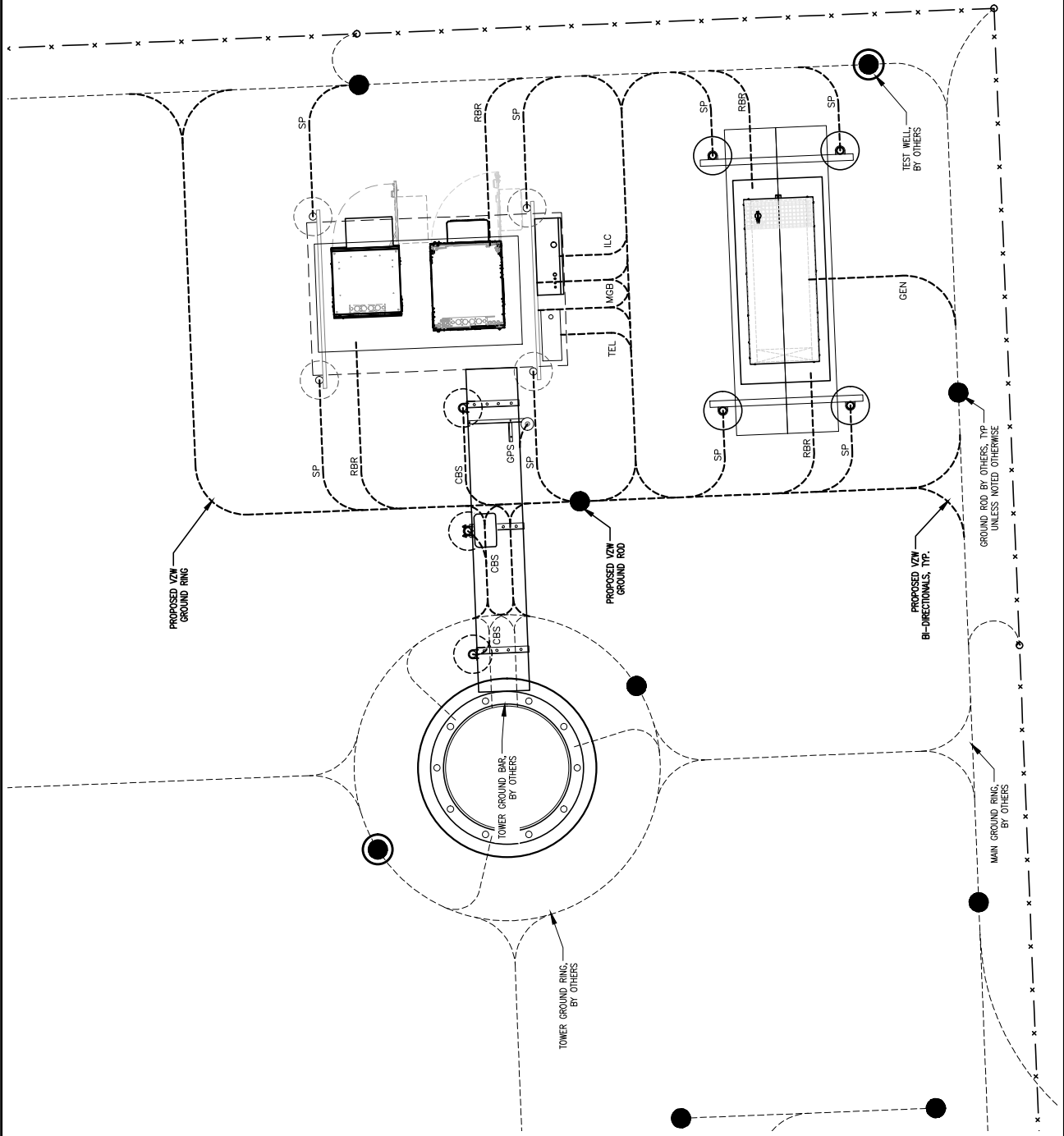
27244 HWY 28  
GREY EAGLE, MN 56536

SHEET CONTENTS:  
GROUNDING PLAN

TLS  
DRAWN BY:  
SUD  
CHECKED BY:  
REV. A 01-28-28  
REV. B 05-02-28

VZW G-1

- NOTES:
1. GENERAL CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THAT THE INSTALLATION OF ALL GROUNDING MEETS THE VERIZON NETWORK SPECIFIED NUMBERS AND DOCUMENTS TITLES (SEE LIST) AND ALL OTHER RELEVANT PROTECTIVE AND SAFETY CONSIDERATIONS.
  2. PROPOSED EQUIPMENT & EQUIPMENT CABINETS TO BE GROUNDED PER MANUFACTURER'S SPECS AND ATTACHED TO MAIN BUSS BAR.
  3. SEE SHEET G-1 FOR ADDITIONAL NOTES.



1 GROUNDING PLAN  
SCALE: NTS

PREPARED FOR:

verticalbridge  
THE TOWERS, LLC  
22 WEST ATLANTIC AVENUE, SUITE 310  
DELRAY BEACH, FL 33444

NOT FOR  
CONSTRUCTION

DESIGN 1  
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PROJECT  
US-MN-5479  
FUZE ID: 19000297

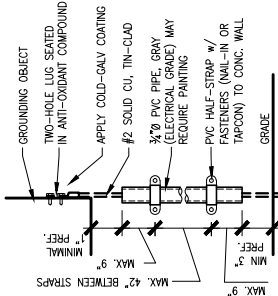
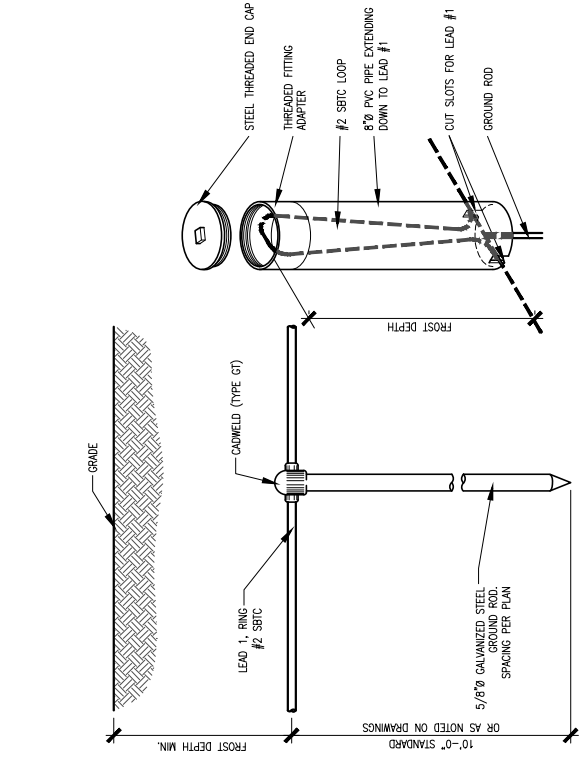
US-MN-5479  
AMARYLLIS

27244 HWY 28  
GREY EAGLE, MN 56536

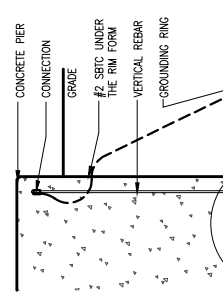
SHEET CONTENTS:  
GROUNDING DETAILS

DRAWN BY: TJS  
CHECKED BY: SJD  
REV. A 01-28-28  
REV. B 05-22-28

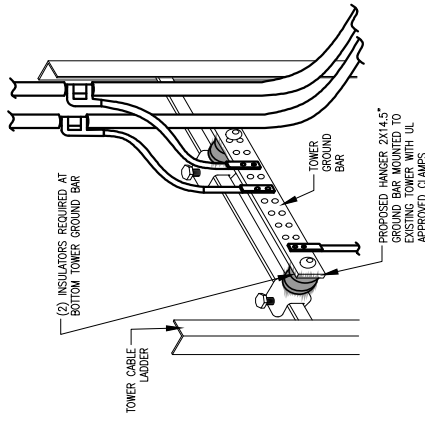
VZW G-2



4 SCALE: NONE



3 SCALE: NONE



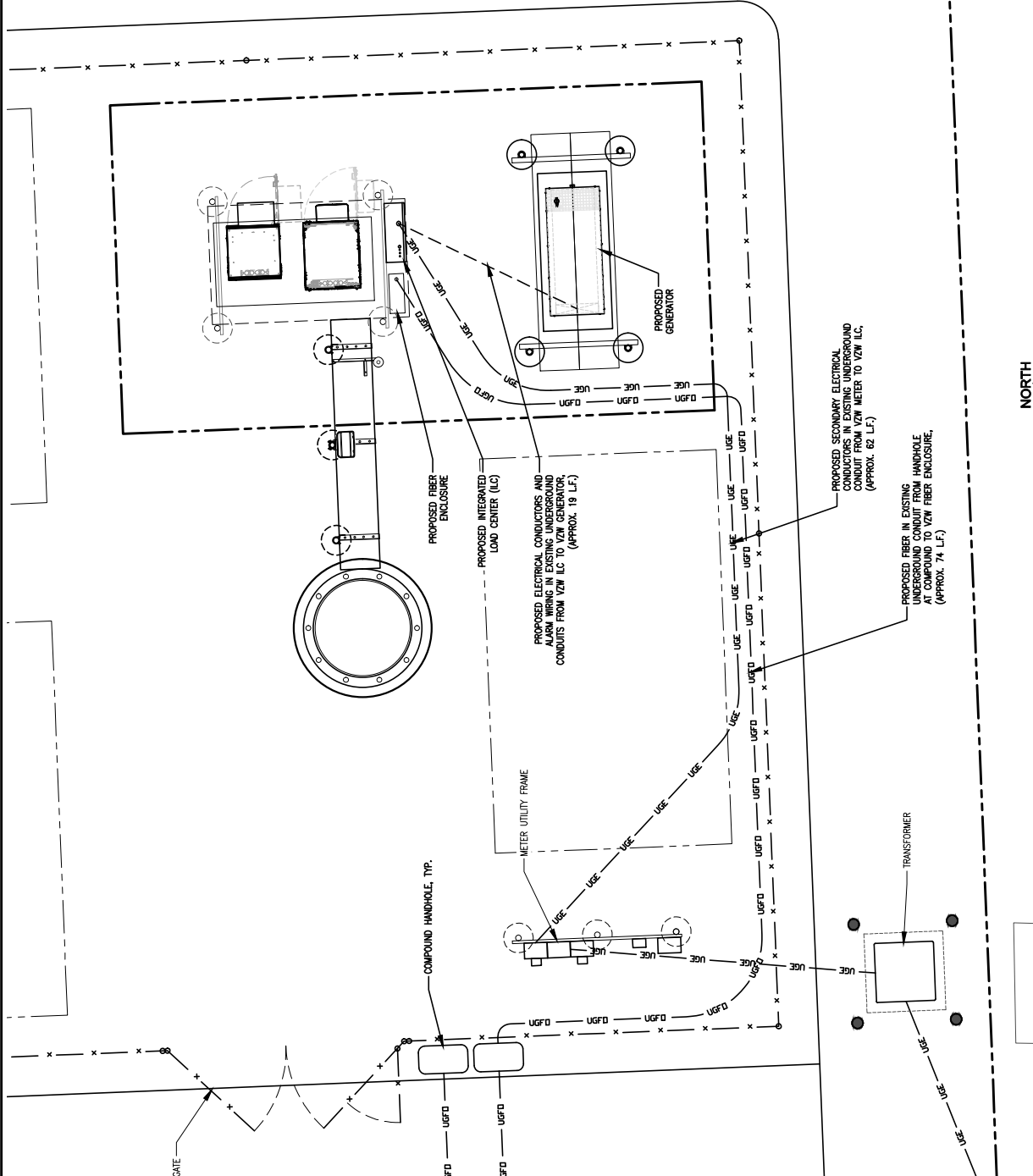
2 SCALE: NONE

5 SCALE: NONE

6 SCALE: NONE

1 SCALE: NONE

POWER DESIGN NOTES:  
 POWER TO BE INSTALLED PER UTILITY  
 COORDINATION REPORT.  
 SEE SHEET G-1 FOR ADDITIONAL NOTES.



GRAPHIC SCALE  
 0 2'-0" 5'-0"

1 SITE UTILITY PLAN  
 SCALE: 3/16" = 1'-0"

PREPARED FOR:  
**verticalbridge**  
**THE TOWERS, LLC**  
 22 WEST ATLANTIC AVENUE, SUITE 310  
 DELRAY BEACH, FL 33444

**NOT FOR CONSTRUCTION**

**DESIGN 1**  
 8873 VALLEY VIEW RD.  
 EREN PRairie, MN 55444  
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**PROJECT**  
 US-MN-5479  
 FUZE ID: 19000297

**US-MN-5479**  
**AMARYLLIS**

27244 HWY 28  
 GREY EAGLE, MN 56536

**SHEET CONTENTS:**  
 VZW UTILITY PLAN

DRAWN BY:	TLS
CHECKED BY:	SJD
REV. A	01-28-28
REV. B	05-02-28

**VZW U-1**

PREPARED FOR:

verticalbridge  
 THE TOWERS, LLC  
 22 WEST ATLANTIC AVENUE, SUITE 310  
 DELRAY BEACH, FL 33444

NOT FOR  
 CONSTRUCTION

DESIGN  
 8873 VALLEY VIEW RD.  
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PROJECT  
 US-MN-5479  
 FLUZE ID: 15000297

US-MN-5479  
 AMARYLLIS

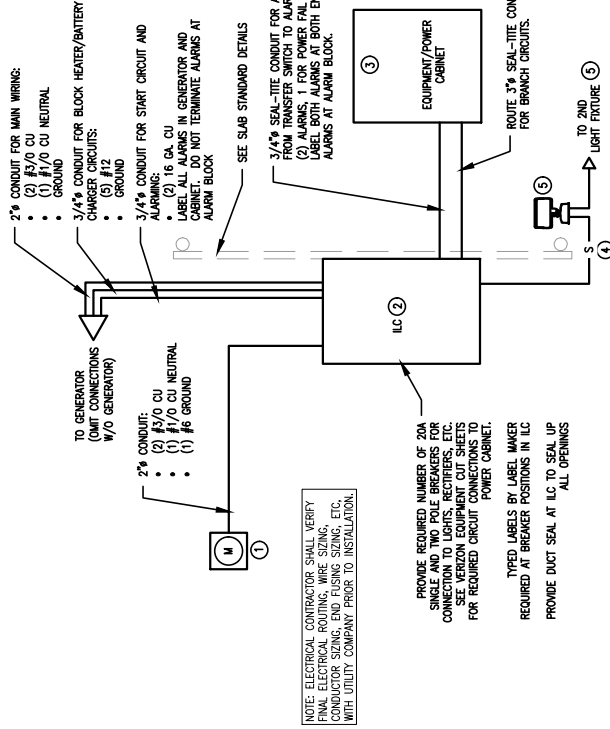
27244 HWY 28  
 GREY EAGLE, MN 56536

SHEET CONTENTS:  
 CONDUIT ROUTING PLAN  
 ONE-LINE ELECTRIC DIAGRAM

DRAWN BY: TJS  
 CHECKED BY: SJD  
 REV. A 01-28-28  
 REV. B 05-22-28

VZW U-2

- GENERAL NOTES**
- CONTRACTOR SHALL PERFORM WORK (ELECTRICAL, GROUNDING, & BONDING) IN ACCORDANCE WITH ALL APPLICABLE GOVERNING STATE & LOCAL CODES AND O.S.H.A. REGULATIONS.
  - ALL CONDUCTORS SHALL BE TYPE THHN UNLESS NOTED OTHERWISE.
  - LABEL METER & DISCONNECT PER NEC.
  - EQUIPMENT AND MATERIALS SHOWN IN DIAGRAM AND LISTED IN KEY (OR APPROVED EQUAL) TO BE PROVIDED BY CONTRACTOR UNLESS NOTED OTHERWISE.



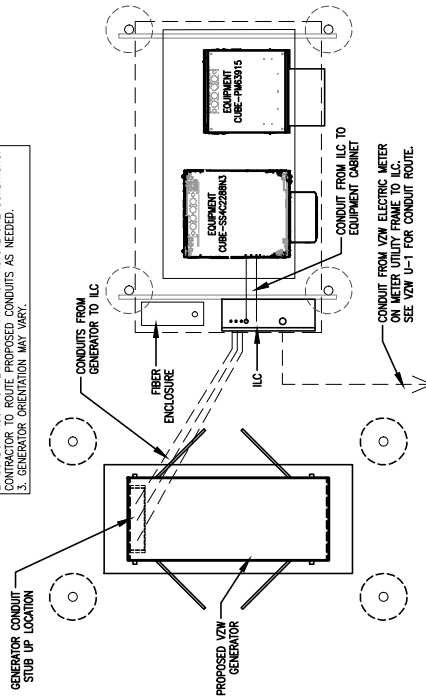
**ELECTRICAL EQUIPMENT LIST & KEY**

KEY NOTE	ALT.	MANUFACTURER PART NUMBER	MANUFACTURER	DESCRIPTION
1	-	-	-	UTILITY CO. APPROVED 200A METER WITH MCB/DISCONNECT
2	GEN.	A33000-1PH-42-3R	ASCO POWER TECHNOLOGIES	D300L SERIES, SINGLE PHASE, 200A POWER TRANSFER LOAD CENTER (PROVIDED BY VERIZON)
3	W/O GEN.	A33000-1PH-3R6C	-	D300L SERIES, SINGLE PHASE, 200A POWER TRANSFER LOAD CENTER W/CM-LOK (PROVIDED BY VERIZON)
4	-	E537	DAYTON	PUNCH DOWN ALARM TERMINAL BLOCK (LOCATED WITHIN EQUIPMENT)
5	-	0LE PE 14 8Z	LITHONIA	LIGHT FIXTURE CONTROL & WEATHERPROOF CASING
	-	-	-	OUTDOOR INTEGRATED LED FLOOD LIGHT FIXTURE - MOUNT PER STANDARD DETAILS

ONE-LINE ELECTRIC DIAGRAM

SCALE: NONE

- NOTES:**
- SEE ONE-LINE ELECTRIC DIAGRAM FOR WIRE SIZES/QUANTITIES. CONTRACTOR TO ROUTE PROPOSED CONDUITS AS NEEDED.
  - GENERATOR ORIENTATION MAY VARY.



CONDUIT ROUTING PLAN

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

**Landlord:**

Ronald R Bussmann  
[REDACTED]

**Tenant:**

The Towers, LLC  
22 W Atlantic Ave, Suite 310  
Delray Beach, Florida 33444

**Site #: US-MN-5479**

**Site Name: STC AMARYLLIS**

**OPTION AND LEASE AGREEMENT**

THIS OPTION AND LEASE AGREEMENT (this "Agreement") is made this 24 day of October, 2005 (the "Effective Date") by and between Ronald R Bussmann and Mary Lou Bussmann, a married couple, ("Landlord"), whose address is [REDACTED] and The Towers, LLC, a Delaware limited liability company ("Tenant"), whose address is 22 W Atlantic Ave, Suite 310, Delray Beach, Florida 33444.

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

**WHEREAS**, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 6,400 square feet and to obtain easements for landscape buffer, utilities and access (collectively, the "**Premises**"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

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

**1. OPTION TO LEASE.**

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

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

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

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

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

## 2. TERM.

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

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

## 3. RENT

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

(b) The Rent shall increase by [REDACTED] annually on each anniversary of the Rent Commencement Date.

4. **TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such

increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

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

6. **ACCESS AND UTILITIES.** During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to coordinate, cooperate and assist Tenant with obtaining the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

7. **EQUIPMENT, FIXTURES AND REMOVAL.** The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customers, subtenants or licensees may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part

of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

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

**9. COVENANTS, WARRANTIES AND REPRESENTATIONS.**

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

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

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

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

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

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

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

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

**12. WAIVERS.**

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

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

**13. INSURANCE.** Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other

communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

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

**15. LIMITED RIGHT OF FIRST REFUSAL.** In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the "**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms, provided: (a) the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice; (b) given Landlord's direct relationship and access to Tenant, Tenant shall not be responsible for payment of any broker fees associated with an exercise of Tenant's rights to acquire the ROFR Property; and, (c) Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent

Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("Permitted Sale"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its right of first refusal, including if the Minimum Terms are modified between Landlord and the Third Party Competitor, Landlord shall be required to reissue a New Offer to Tenant.

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

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

**18. CONDEMNATION; CASUALTY.**

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

(b) In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Property (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be

terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises.

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

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

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

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

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

**24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.** In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers, subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have

the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

## **25. LENDER'S RIGHTS.**

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

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

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

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

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

## **26. RIGHT TO NEW LEASE.**

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and

deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

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

## **27. ADDITIONAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

**If to Landlord:**

Ronald R Bussmann and  
Mary Lou Bussmann

[REDACTED]

**If to Tenant:**

The Towers, LLC  
22 W Atlantic Ave, Suite 310  
Delray Beach, Florida 33444  
Ref: US-MN-5479  
Attn: VP Asset Management

**If to Lender:**

Toronto Dominion (Texas) LLC

[REDACTED]

Attn: Admin Agent

Fax No. [REDACTED]

With a copy to: General Counsel

**30. MISCELLANEOUS.**

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

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

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

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

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

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

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

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

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

**SIGNATURES BEGIN ON NEXT PAGE**

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

<b>WITNESSES:</b>	<b>LANDLORD:</b>
Name: _____	<u>Ronald R Bussmann</u> Ronald R Bussmann
Name: _____	Date: <u>10-14-2025</u>
Name: _____	<u>Mary Lou Bussmann</u> Mary Lou Bussmann
	Date: <u>10-14-2025</u>

STATE OF Minnesota

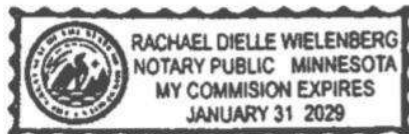
COUNTY OF Todd

This instrument was acknowledged before me on 14<sup>th</sup> day of October  
20 25 by Ronald R Bussmann and Mary Lou Bussmann.

Rachael Wielenberg  
Notary Public

Print Name: Rachael Wielenberg

My Commission Expires: Jan 31, 2029



(Tenant signature page to Option and Lease Agreement)

<p><b>WITNESSES:</b></p> <p><i>[Signature]</i>  Name: <u>Christina Agencia</u></p> <p><i>[Signature]</i>  Name: <u>Rosena Vargas</u></p>	<p><b>TENANT:</b></p> <p><b>The Towers, LLC</b>  a Delaware limited liability company</p> <p>By: <i>[Signature]</i>  Name: <u>Ruch Stern</u></p> <p>Title: <u>VP-LOG</u></p> <p>Date: <u>10-24-25</u></p>
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STATE OF FLORIDA

Leasing Ops

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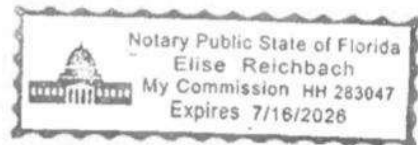
COUNTY OF PALM BEACH

This instrument was acknowledged before me October 24, 2025, by Ruch Stern (name of signatory) as VP-LOG (title of signatory) of The Towers, LLC, a Delaware limited liability company.

*[Signature]*  
Notary Public

Print Name: Elise Reichbach

My Commission Expires: 7/16/2026



## EXHIBIT 1

### Legal Description of the Property (Parent Parcel)

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

#### Tract 1:

The Northwest Quarter and all that part of the Southwest Quarter of Section 23, Township 127, Range 33, lying within the bounded by the following divided lines, to-wit: commencing at the Northwest corner of the Southwest Quarter of Section 23, said township and range; thence running South along and following the West line thereof to the Northwest corner of the Townsite of Birch Lake City, according to the duly recorded plat thereof on file in the office of the County Recorder in and for said County of Todd; thence running East along, and following the North line of Maple Street in said Townsite, and to a point where said line of Maple Street, if extended, would intersect and cross the Northwesterly exterior line of the right of way of the Burlington Northern Railroad (formerly the Little Falls and Dakota Railroad), now vacated, which exterior line is 50 feet from the center line of said railroad; thence in a Northeasterly direction along and following said exterior line of said railroad to the East line of said SW1/4 of Sec. 23; thence North along and following the said East line of said tract to the Northeast corner of said SW1/4 of Sec. 23; thence West along and following the North line of said SW1/4 of Sec. 23 to the place of beginning, containing in all the sum of 185 acres, be the same more or less according to Govt. Survey thereof in Sec. 23, all in T. 127, R. 33

All that portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 127, Range 33, lying Northwest of Highway No. 28, according to the plat thereof on file and of record in the office of the County Recorder, in and for Todd County. And,

#### Tract 2:

Government Lot 1, of Section 23, Township 127, Range 33 West of 5th P.M., which lies Northwest of the right of way highway across said Govt. Lot 1.

Also: All of the 100 foot wide right of way, being 50 feet wide on each side of the track center line of Burlington Northern, Inc.'s Little Falls to Villard, Minnesota Branch Line, now removed, lying within the Northeast Quarter of Section 23, Township 127 N., Range 33 W. of the 5th P.M., Todd County, Minnesota. Subject to reservation by Burlington Northern, Inc., its successors and assigns, all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed.

Subject to roadways and easements of record.

#### LESS AND EXCEPT

That part of the Northwest Quarter (NW1/4) and that part of the Southwest Quarter (SW1/4) of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota described as follows:

Beginning at the Northwest corner of said Section 23; thence South 89 degrees 45 minutes 16 seconds East, assumed bearing, along the North line of said NW1/4, a distance of 1309.45 feet; thence South 03 degrees, 35 minutes 49 seconds West, 1026.42 feet; thence South 02 degrees 42 minutes 00 seconds West, 694.87 feet; thence North 83 degrees 47 minutes 22 seconds West 265.05 feet; thence South 08 degrees 21 minutes 01 seconds West, 888.67 feet; thence South 13 degrees 39 minutes 27 seconds West 502.56 feet to the North line of Townsite of Birch Lake City, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota; thence South 88 degrees 03 minutes 11 seconds West along said North line, 737.22 feet to the Northwest corner of said Townsite of Birch Lake City and to the West line of said SW1/4; thence North 00 degrees 39 minutes 55 seconds East along said West line, 441.50 feet to the Northwest corner of said SW1/4; thence North 00 degrees 39 minutes 43 seconds East along the West line of said NW1/4, a distance of 2646.78 feet to the point of beginning.

All in accordance with a Survey dated July 18, 2019 by David A. Engelmeyer, RLS No. 54838.

And

All that part of Government Lot 1 of Section 23, Township 127 North, Range 33 West lying East of the following described highway centerline, except the South 1146.32 feet; Beginning at a point 1035.08 feet South 30 degrees 02 minutes 47 seconds West of the Northeast corner of Section 23, Township 127 North, Range 33 West; thence South 40 degrees 05 minutes 48 seconds East a distance of 23.86 feet; thence deflect right on a 05 degree 15 minutes 00 seconds curve (delta angle 34 degrees 50 minutes 48 seconds) a distance of 663.75 feet; thence South 05 degrees 15 minutes 00 seconds East a distance of 101.50 feet; thence deflect left on a 05 degree 15 minutes 00 seconds curve (delta angle 72 degrees 35 minutes 30 seconds) a distance of 1382.70 feet; thence South 77 degrees 50 minutes 30 seconds East a distance of 449.23 feet; thence deflect left on a 04 degree 00 minutes 00 seconds curve (delta angle 11 degrees 18 minutes 00 seconds) a distance of 282.50 feet; thence South 89 degrees 08 minutes 30 seconds East a distance of 179.11 feet to a point 1538.71 feet south 86 degrees 22 minutes 09 seconds East of the West Quarter Corner of Section 24, Township 127 North, Range 33 West.

ALSO LESS AND EXCEPT

That part of the NW1/4 and that part of the SW1/4 of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota, lying Northerly and Easterly of a line described as follows:

Commencing at the Northwest corner of said Section 23; thence South 89° 45' 16" East, assumed bearing, along the North line of said NW1/4, a distance of 1,309.45 feet to the point of beginning of said line to be described; thence South 03° 35' 49" West, 1,026.42 feet; thence South 86° 45' 56" East, 247.15 feet; thence South 01° 41' 46" West, 943.39 feet; thence South 88° 22' 02" East, 353.28 feet; thence South 01° 20' 25" West, 644.84 feet; thence South 87° 54' 04" East, 62.28 feet; thence South 02° 05' 56" West, 324.75 feet to the Northerly line of Minnesota Department of Transportation right of way Plat No. 77-23, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota; thence North 87° 42' 38" East along said Northerly line, 63.50 feet to the beginning of a curve tangent to said line; thence Easterly a distance of 330.44 feet to the West line of said Minnesota Department of

Transportation right of way Plat No. 77-23 and along said Northerly line and along said curve concave to the North, having a radius of 1,382.39 feet and a central angle of 13° 41' 44"; thence North 15° 59' 07" West along said West line, 25.00 feet to the beginning of a curve concave to the North having a radius of 1,357.39 feet and a central angle of 7° 57' 31" and to the Northwesternly line of said Minnesota Department of Transportation Right of Way Plat No. 77-23; thence Easterly and Northeasterly along said curve and along said Northwesternly line, 188.55 feet; thence North 49° 14' 48" East along said Northwesternly line, 269.85 feet to the North line of said Minnesota Department of Transportation Right of Way Plat No. 77-23; thence South 89° 56' 53" East along said North line, 27.82 feet to the Southeast corner of said NW1/4, as monumented and said line there terminating.  
Parcel No. 03-0018602

And

That part of the NW1/4 and that part of the SW1/4 of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota described as follows: Commencing at the Northwest corner of said Section 23; thence South 89° 45' 16" East, assumed bearing, along the North line of said NW1/4, a distance of 1,309.45 feet; thence South 03° 35' 49" West, 1,026.42 feet to the point of beginning of the land to be described;  
Thence South 86° 45' 56" East, 247.15 feet;  
Thence South 01° 41' 46" West, 943.39 feet;  
Thence South 88° 22' 02" East, 352.28 feet;  
Thence South 01° 20' 25" West, 644.84 feet;  
Thence South 87° 54' 04" East, 62.28 feet;  
Thence South 02° 05' 56" West, 324.75 feet to the Northerly line of Minnesota Department of Transportation Right of Way Plat No. 77-23, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota;  
Thence South 87° 42' 38" West along said Northerly line, 548.92 feet to the Northwesternly corner of said Minnesota Department of Transportation Right of Way Plat No. 77-23;  
Thence North 01° 33' 09" East, 310.32 feet;  
Thence North 77° 52' 54" West, 502.64 feet;  
Thence North 08° 21' 01" East, 888.67 feet;  
Thence South 83° 47' 22" East, 265.05 feet;  
Thence North 02° 42' 00" East, 694.87 feet to the point of beginning.  
Parcel No. 03-0018600

Parcel ID: 03-0018603

**EXHIBIT 2**

Premises

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



**EXHIBIT 3**

Memorandum of Option to Lease

(Attached)

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

**Upon Recording Return to:**

The Towers, LLC  
22 W Atlantic Ave, Suite 310  
Delray Beach, Florida 33444  
Attn: General Counsel

**Site Name: STC AMARYLLIS**

**Site Number: US-MN-5479**

**Commitment #: \_\_\_\_\_**

**MEMORANDUM OF OPTION TO LEASE**

This Memorandum of Option to Lease (this "Memorandum") evidences an Option and Lease Agreement (the "Agreement") between **Ronald R Bussmann and Mary Lou Bussmann**, a married couple, ("Landlord"), whose address is [REDACTED] and **The Towers, LLC**, a Delaware limited liability company ("Tenant"), whose address is 22 W Atlantic Ave, Suite 310, Delray Beach, Florida 33444, dated October 24, 2025 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in **Exhibit A** attached hereto.

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

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

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

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

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

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

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

<b>WITNESSES:</b>	<b>LANDLORD:</b>
Name: _____	<u>Ronald R Bussmann</u> Ronald R Bussmann
Name: _____	Date: <u>10-14-2025</u>
Name: _____	<u>Mary Lou Bussmann</u> Mary Lou Bussmann
Name: _____	Date: <u>10-14-2025</u>

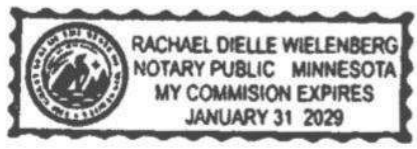
STATE OF Minnesota  
COUNTY OF Todd

This instrument was acknowledged before me on 14<sup>th</sup> day of October  
20 25 by Ronald R Bussmann and Mary Lou Bussmann.

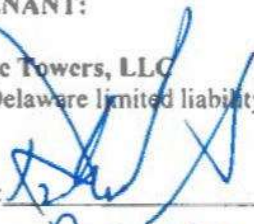
Rachael Wielenberg  
Notary Public

Print Name: Rachael Wielenberg

My Commission Expires: Jan 31, 2029



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

<p><b>WITNESSES:</b></p> <p> Name: <u>Christina Deflorian</u></p> <p> Name: <u>Rosana Vargas</u></p>	<p><b>TENANT:</b></p> <p>The Towers, LLC a Delaware limited liability company</p> <p>By:  Name: <u>Rich Stern</u></p> <p>Title: <u>VP-LOB</u></p> <p>Date: <u>10-24-25</u></p>
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Leasing Ops

<sup>ds</sup>  
29

STATE OF FLORIDA

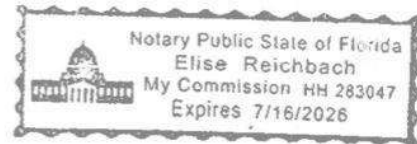
COUNTY OF PALM BEACH

This instrument was acknowledged before me October 24, 20 25, by Rich Stern (name of signatory) as VP-LOB (title of signatory) of The Towers, LLC, a Delaware limited liability company.

  
Notary Public

Print Name: Elise Reichbach

My Commission Expires: 7/16/2026



**EXHIBIT A**  
**(TO MEMORANDUM OF OPTION TO LEASE)**

The Property

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

Tract 1:

The Northwest Quarter and all that part of the Southwest Quarter of Section 23, Township 127, Range 33, lying within the bounded by the following divided lines, to-wit: commencing at the Northwest corner of the Southwest Quarter of Section 23, said township and range, thence running South along and following the West line thereof to the Northwest corner of the Townsite of Birch Lake City, according to the duly recorded plat thereof on file in the office of the County Recorder in and for said County of Todd; thence running East along, and following the North line of Maple Street in said Townsite, and to a point where said line of Maple Street, if extended, would intersect and cross the Northwesterly exterior line of the right of way of the Burlington Northern Railroad (formerly the Little Falls and Dakota Railroad), now vacated, which exterior line is 50 feet from the center line of said railroad; thence in a Northeasterly direction along and following said exterior line of said railroad to the East line of said SW1/4 of Sec. 23; thence North along and following the said East line of said tract to the Northeast corner of said SW1/4 of Sec. 23; thence West along and following the North line of said SW1/4 of Sec. 23 to the place of beginning, containing in all the sum of 185 acres, be the same more or less according to Govt. Survey thereof in Sec. 23, all in T. 127, R. 33.

All that portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 127, Range 33, lying Northwest of Highway No. 28, according to the plat thereof on file and of record in the office of the County Recorder, in and for Todd County, And,

Tract 2:

Government Lot 1, of Section 23, Township 127, Range 33 West of 5th P.M., which lies Northwest of the right of way highway across said Govt. Lot 1.

Also: All of the 100 foot wide right of way, being 50 feet wide on each side of the track center line of Burlington Northern, Inc.'s Little Falls to Villard, Minnesota Branch Line, now removed, lying within the Northeast Quarter of Section 23, Township 127 N., Range 33 W. of the 5th P.M., Todd County, Minnesota. Subject to reservation by Burlington Northern, Inc., its successors and assigns, all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed.

Subject to roadways and easements of record.

**LESS AND EXCEPT**

That part of the Northwest Quarter (NW1/4) and that part of the Southwest Quarter (SW1/4) of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota described as follows:

Beginning at the Northwest corner of said Section 23; thence South 89 degrees 45 minutes 16 seconds East, assumed bearing, along the North line of said NW1/4, a distance of 1309.45 feet; thence South 03 degrees, 35 minutes 49 seconds West, 1026.42 feet; thence South 02 degrees 42 minutes 00 seconds West, 694.87 feet; thence North 83 degrees 47 minutes 22 seconds West 265.05 feet; thence South 08 degrees 21 minutes 01 seconds West, 888.67 feet; thence South 13 degrees 39 minutes 27 seconds West 502.56 feet to the North line of Townsite of Birch Lake City, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota; thence South 88 degrees 03 minutes 11 seconds West along said North line, 737.22 feet to the Northwest corner of said Townsite of Birch Lake City and to the West line of said SW1/4; thence North 00 degrees 39 minutes 55 seconds East along said West line, 441.50 feet to the Northwest corner of said SW1/4; thence North 00 degrees 39 minutes 43 seconds East along the West line of said NW1/4, a distance of 2646.78 feet to the point of beginning.

All in accordance with a Survey dated July 18, 2019 by David A. Engelmeyer, RLS No. 54838.

And

All that part of Government Lot 1 of Section 23, Township 127 North, Range 33 West lying East of the following described highway centerline, except the South 1146.32 feet; Beginning at a point 1035.08 feet South 30 degrees 02 minutes 47 seconds West of the Northeast corner of Section 23, Township 127 North, Range 33 West; thence South 40 degrees 05 minutes 48 seconds East a distance of 23.66 feet; thence deflect right on a 05 degree 15 minutes 00 seconds curve (delta angle 34 degrees 50 minutes 48 seconds) a distance of 663.75 feet; thence South 05 degrees 15 minutes 00 seconds East a distance of 101.50 feet; thence deflect left on a 05 degree 15 minutes 00 seconds curve (delta angle 72 degrees 35 minutes 30 seconds) a distance of 1382.70 feet; thence South 77 degrees 50 minutes 30 seconds East a distance of 449.23 feet; thence deflect left on a 04 degree 00 minutes 00 seconds curve (delta angle 11 degrees 18 minutes 00 seconds) a distance of 282.50 feet; thence South 89 degrees 08 minutes 30 seconds East a distance of 179.11 feet to a point 1538.71 feet south 86 degrees 22 minutes 09 seconds East of the West Quarter Corner of Section 24, Township 127 North, Range 33 West.

ALSO LESS AND EXCEPT

That part of the NW1/4 and that part of the SW1/4 of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota, lying Northerly and Easterly of a line described as follows:

Commencing at the Northwest corner of said Section 23; thence South 89° 45' 16" East, assumed bearing, along the North line of said NW1/4, a distance of 1,309.45 feet to the point of beginning of said line to be described; thence South 03° 35' 49" West, 1,026.42 feet; thence South 86° 45' 56" East, 247.15 feet; thence South 01° 41' 46" West, 943.39 feet; thence South 88° 22' 02" East, 353.28 feet; thence South 01° 20' 25" West, 644.84 feet; thence South 87° 54' 04" East, 62.28 feet; thence South 02° 05' 56" West, 324.75 feet to the Northerly line of Minnesota Department of Transportation right of way Plat No. 77-23, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota; thence North 87° 42' 38" East along said Northerly line, 63.50 feet to the beginning of a curve tangent to said line; thence Easterly a distance of 330.44 feet to the West line of said Minnesota Department of

Transportation right of way Plat No. 77-23 and along said Northerly line and along said curve concave to the North, having a radius of 1,382.39 feet and a central angle of 13° 41' 44", thence North 15° 59' 07" West along said West line, 25.00 feet to the beginning of a curve concave to the North having a radius of 1,357.39 feet and a central angle of 7° 57' 31" and to the Northwestern line of said Minnesota Department of Transportation Right of Way Plat No. 77-23; thence Easterly and Northeasterly along said curve and along said Northwestern line, 188.55 feet; thence North 49° 14' 48" East along said Northwestern line, 269.85 feet to the North line of said Minnesota Department of Transportation Right of Way Plat No. 77-23; thence South 89° 56' 53" East along said North line, 27.82 feet to the Southeast corner of said NW1/4, as monumented and said line there terminating.  
Parcel No. 03-0018602

And

That part of the NW1/4 and that part of the SW1/4 of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota described as follows: Commencing at the Northwest corner of said Section 23; thence South 89° 45' 16" East, assumed bearing, along the North line of said NW1/4, a distance of 1,309.45 feet; thence South 03° 35' 49" West, 1,026.42 feet to the point of beginning of the land to be described;  
Thence South 86° 45' 56" East, 247.15 feet;  
Thence South 01° 41' 46" West, 943.39 feet;  
Thence South 88° 22' 02" East, 352.28 feet;  
Thence South 01° 20' 25" West, 644.84 feet;  
Thence South 87° 54' 04" East, 62.28 feet;  
Thence South 02° 05' 56" West, 324.75 feet to the Northerly line of Minnesota Department of Transportation Right of Way Plat No. 77-23, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota;  
Thence South 87° 42' 38" West along said Northerly line, 548.92 feet to the Northwestern corner of said Minnesota Department of Transportation Right of Way Plat No. 77-23;  
Thence North 01° 33' 09" East, 310.32 feet;  
Thence North 77° 52' 54" West, 502.64 feet;  
Thence North 08° 21' 01" East, 888.67 feet;  
Thence South 83° 47' 22" East, 265.05 feet;  
Thence North 02° 42' 00" East, 694.87 feet to the point of beginning.  
Parcel No. 03-0018600

Parcel ID: 03-0018603

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

**EXHIBIT 4**

Memorandum of Lease

(Attached)

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

**Upon Recording Return to:**

The Towers, LLC  
22 W Atlantic Ave, Suite 310  
Delray Beach, Florida 33444  
Attn: General Counsel

**Site Name: STC AMARYLLIS**

**Site Number: US-MN-5479**

**Commitment #:** \_\_\_\_\_

**MEMORANDUM OF LEASE**

This Memorandum of Lease (this "Memorandum") evidences a Lease Agreement (the "Lease") between **Ronald R Bussmann and Mary Lou Bussmann**, a married couple, ("Landlord"), whose address is [REDACTED], and **The Towers, LLC**, a Delaware limited liability company ("Tenant"), whose address is 22 W Atlantic Ave, Suite 310, Delray Beach, Florida 33444, dated the 24 day of October, 2025 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

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

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of Communications Facilities (as defined in the Lease);
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);
4. The Premises may be used exclusively by Tenant for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

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

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

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

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

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

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

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

<b>WITNESSES:</b>	<b>LANDLORD:</b>
Name: _____	<u>Ronald R Bussmann</u> Ronald R Bussmann
Name: _____	Date: <u>10-14-2025</u>
Name: _____	<u>Mary Lou Bussmann</u> Mary Lou Bussmann
	Date: <u>10-14-2025</u>

STATE OF Minnesota

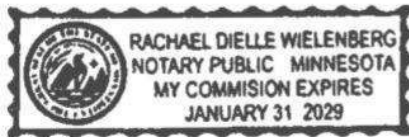
COUNTY OF Todd

This instrument was acknowledged before me on 14<sup>th</sup> day of October 20 25 by Ronald R Bussmann and Mary Lou Bussmann.

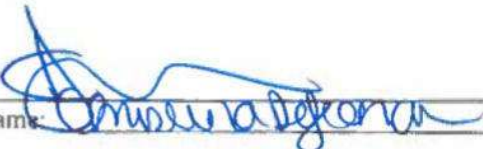
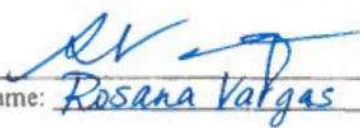
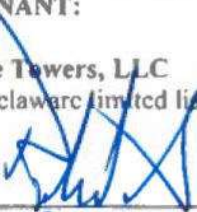
Rachael Wielenberg  
Notary Public

Print Name: Rachael Wielenberg

My Commission Expires: Jan 31, 2029



(Tenant's Signature Page to Memorandum of Lease)

<p><b>WITNESSES:</b></p> <p> Name: <u>Rosana Vargas</u></p> <p> Name: <u>Rosana Vargas</u></p>	<p><b>TENANT:</b></p> <p><b>The Towers, LLC</b> a Delaware limited liability company</p> <p> By: _____</p> <p>Name: <u>Rich Stern</u></p> <p>Title: <u>VP-LOB</u></p> <p>Date: <u>10-24-25</u></p>
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STATE OF FLORIDA

Leasing Ops

DS  
29

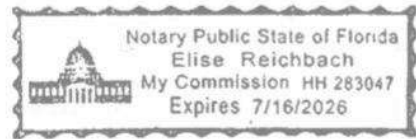
COUNTY OF PALM BEACH

This instrument was acknowledged before me October 24, 2025, by Rich Stern (name of signatory) as VP-LOB (title of signatory) of The Towers, LLC, a Delaware limited liability company.

  
Notary Public

Print Name: Elise Reichbach

My Commission Expires: 7/16/2026



**EXHIBIT A**  
**(TO MEMORANDUM OF LEASE)**

The Property

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

Tract 1:

The Northwest Quarter and all that part of the Southwest Quarter of Section 23, Township 127, Range 33, lying within the bounded by the following divided lines, to-wit: commencing at the Northwest corner of the Southwest Quarter of Section 23, said township and range; thence running South along and following the West line thereof to the Northwest corner of the Townsite of Birch Lake City, according to the duly recorded plat thereof on file in the office of the County Recorder in and for said County of Todd; thence running East along, and following the North line of Maple Street in said Townsite, and to a point where said line of Maple Street, if extended, would intersect and cross the Northwesterly exterior line of the right of way of the Burlington Northern Railroad (formerly the Little Falls and Dakota Railroad), now vacated, which exterior line is 50 feet from the center line of said railroad; thence in a Northeasterly direction along and following said exterior line of said railroad to the East line of said SW1/4 of Sec. 23; thence North along and following the said East line of said tract to the Northeast corner of said SW1/4 of Sec. 23; thence West along and following the North line of said SW1/4 of Sec. 23 to the place of beginning, containing in all the sum of 185 acres, be the same more or less according to Govt. Survey thereof in Sec. 23, all in T. 127, R. 33.

All that portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 127, Range 33, lying Northwest of Highway No. 28, according to the plat thereof on file and of record in the office of the County Recorder, in and for Todd County. And.

Tract 2:

Government Lot 1, of Section 23, Township 127, Range 33 West of 5th P.M., which lies Northwest of the right of way highway across said Govt. Lot 1.

Also: All of the 100 foot wide right of way, being 50 feet wide on each side of the track center line of Burlington Northern, Inc.'s Little Falls to Villard, Minnesota Branch Line, now removed, lying within the Northeast Quarter of Section 23, Township 127 N., Range 33 W. of the 5th P.M., Todd County, Minnesota. Subject to reservation by Burlington Northern, Inc., its successors and assigns, all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed.

Subject to roadways and easements of record.

**LESS AND EXCEPT**

That part of the Northwest Quarter (NW1/4) and that part of the Southwest Quarter (SW1/4) of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota described as follows:

Beginning at the Northwest corner of said Section 23; thence South 89 degrees 45 minutes 16 seconds East, assumed bearing, along the North line of said NW1/4, a distance of 1309.45 feet; thence South 03 degrees, 35 minutes 49 seconds West, 1026.42 feet; thence South 02 degrees 42 minutes 00 seconds West, 694.87 feet; thence North 83 degrees 47 minutes 22 seconds West 265.05 feet; thence South 08 degrees 21 minutes 01 seconds West, 888.67 feet; thence South 13 degrees 39 minutes 27 seconds West 502.56 feet to the North line of Townsite of Birch Lake City, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota; thence South 88 degrees 03 minutes 11 seconds West along said North line, 737.22 feet to the Northwest corner of said Townsite of Birch Lake City and to the West line of said SW1/4; thence North 00 degrees 39 minutes 55 seconds East along said West line, 441.50 feet to the Northwest corner of said SW1/4; thence North 00 degrees 39 minutes 43 seconds East along the West line of said NW1/4, a distance of 2646.78 feet to the point of beginning.

All in accordance with a Survey dated July 18, 2019 by David A. Engelmeyer, RLS No. 54838.

And

All that part of Government Lot 1 of Section 23, Township 127 North, Range 33 West lying East of the following described highway centerline, except the South 1146.32 feet: Beginning at a point 1035.08 feet South 30 degrees 02 minutes 47 seconds West of the Northeast corner of Section 23, Township 127 North, Range 33 West; thence South 40 degrees 05 minutes 48 seconds East a distance of 23.66 feet; thence deflect right on a 05 degree 15 minutes 00 seconds curve (delta angle 34 degrees 50 minutes 48 seconds) a distance of 663.75 feet; thence South 05 degrees 15 minutes 00 seconds East a distance of 101.50 feet; thence deflect left on a 05 degree 15 minutes 00 seconds curve (delta angle 72 degrees 35 minutes 30 seconds) a distance of 1382.70 feet; thence South 77 degrees 50 minutes 30 seconds East a distance of 449.23 feet; thence deflect left on a 04 degree 00 minutes 00 seconds curve (delta angle 11 degrees 18 minutes 00 seconds) a distance of 282.50 feet; thence South 89 degrees 08 minutes 30 seconds East a distance of 179.11 feet to a point 1538.71 feet south 86 degrees 22 minutes 09 seconds East of the West Quarter Corner of Section 24, Township 127 North, Range 33 West.

ALSO LESS AND EXCEPT

That part of the NW1/4 and that part of the SW1/4 of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota, lying Northerly and Easterly of a line described as follows:

Commencing at the Northwest corner of said Section 23; thence South 89° 45' 16" East, assumed bearing, along the North line of said NW1/4, a distance of 1,309.45 feet to the point of beginning of said line to be described; thence South 03° 35' 49" West, 1,026.42 feet; thence South 86° 45' 56" East, 247.15 feet; thence South 01° 41' 46" West, 943.39 feet; thence South 88° 22' 02" East, 353.28 feet; thence South 01° 20' 25" West, 644.84 feet; thence South 87° 54' 04" East, 62.28 feet; thence South 02° 05' 56" West, 324.75 feet to the Northerly line of Minnesota Department of Transportation right of way Plat No. 77-23, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota; thence North 87° 42' 38" East along said Northerly line, 63.50 feet to the beginning of a curve tangent to said line; thence Easterly a distance of 330.44 feet to the West line of said Minnesota Department of

Transportation right of way Plat No. 77-23 and along said Northerly line and along said curve concave to the North, having a radius of 1,382.39 feet and a central angle of 13° 41' 44"; thence North 15° 59' 07" West along said West line, 25.00 feet to the beginning of a curve concave to the North having a radius of 1,357.39 feet and a central angle of 7° 57' 31" and to the Northwesterly line of said Minnesota Department of Transportation Right of Way Plat No. 77-23; thence Easterly and Northeasterly along said curve and along said Northwesterly line, 188.55 feet; thence North 49° 14' 48" East along said Northwesterly line, 269.85 feet to the North line of said Minnesota Department of Transportation Right of Way Plat No. 77-23; thence South 89° 56' 53" East along said North line, 27.82 feet to the Southeast corner of said NW1/4, as monumented and said line there terminating.  
Parcel No. 03-0018602

And

That part of the NW1/4 and that part of the SW1/4 of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota described as follows: Commencing at the Northwest corner of said Section 23; thence South 89° 45' 16" East, assumed bearing, along the North line of said NW1/4, a distance of 1,309.45 feet; thence South 03° 35' 49" West, 1,026.42 feet to the point of beginning of the land to be described.  
Thence South 86° 45' 56" East, 247.15 feet;  
Thence South 01° 41' 46" West, 943.39 feet;  
Thence South 88° 22' 02" East, 352.28 feet;  
Thence South 01° 20' 25" West, 644.84 feet;  
Thence South 87° 54' 04" East, 62.28 feet;  
Thence South 02° 05' 56" West, 324.75 feet to the Northerly line of Minnesota Department of Transportation Right of Way Plat No. 77-23, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota;  
Thence South 87° 42' 38" West along said Northerly line, 548.92 feet to the Northwesterly corner of said Minnesota Department of Transportation Right of Way Plat No. 77-23;  
Thence North 01° 33' 09" East, 310.32 feet;  
Thence North 77° 52' 54" West, 502.64 feet;  
Thence North 08° 21' 01" East, 888.67 feet;  
Thence South 83° 47' 22" East, 265.05 feet;  
Thence North 02° 42' 00" East, 694.87 feet to the point of beginning.  
Parcel No. 03-0018600

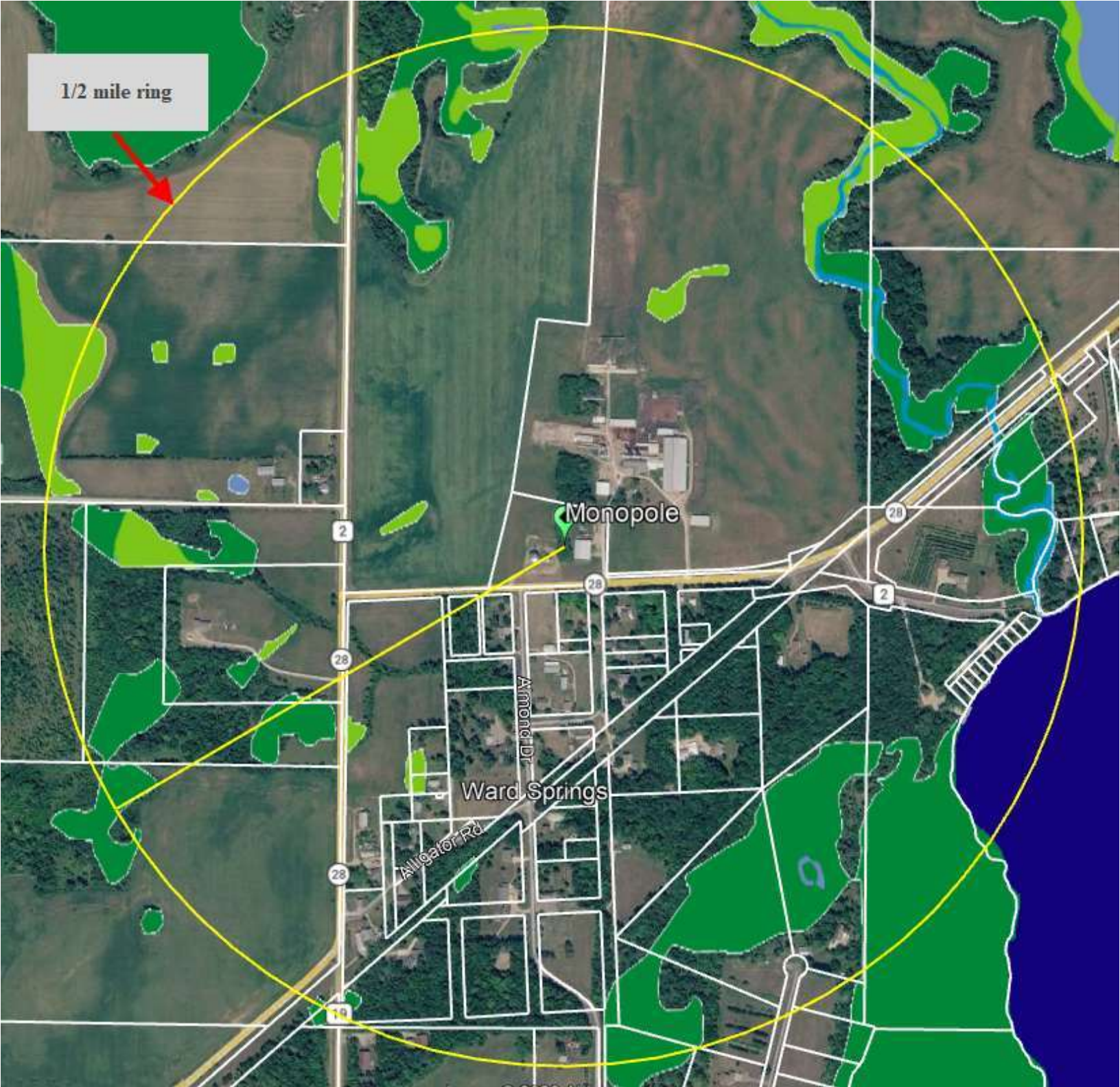
Parcel ID: 03-0018603

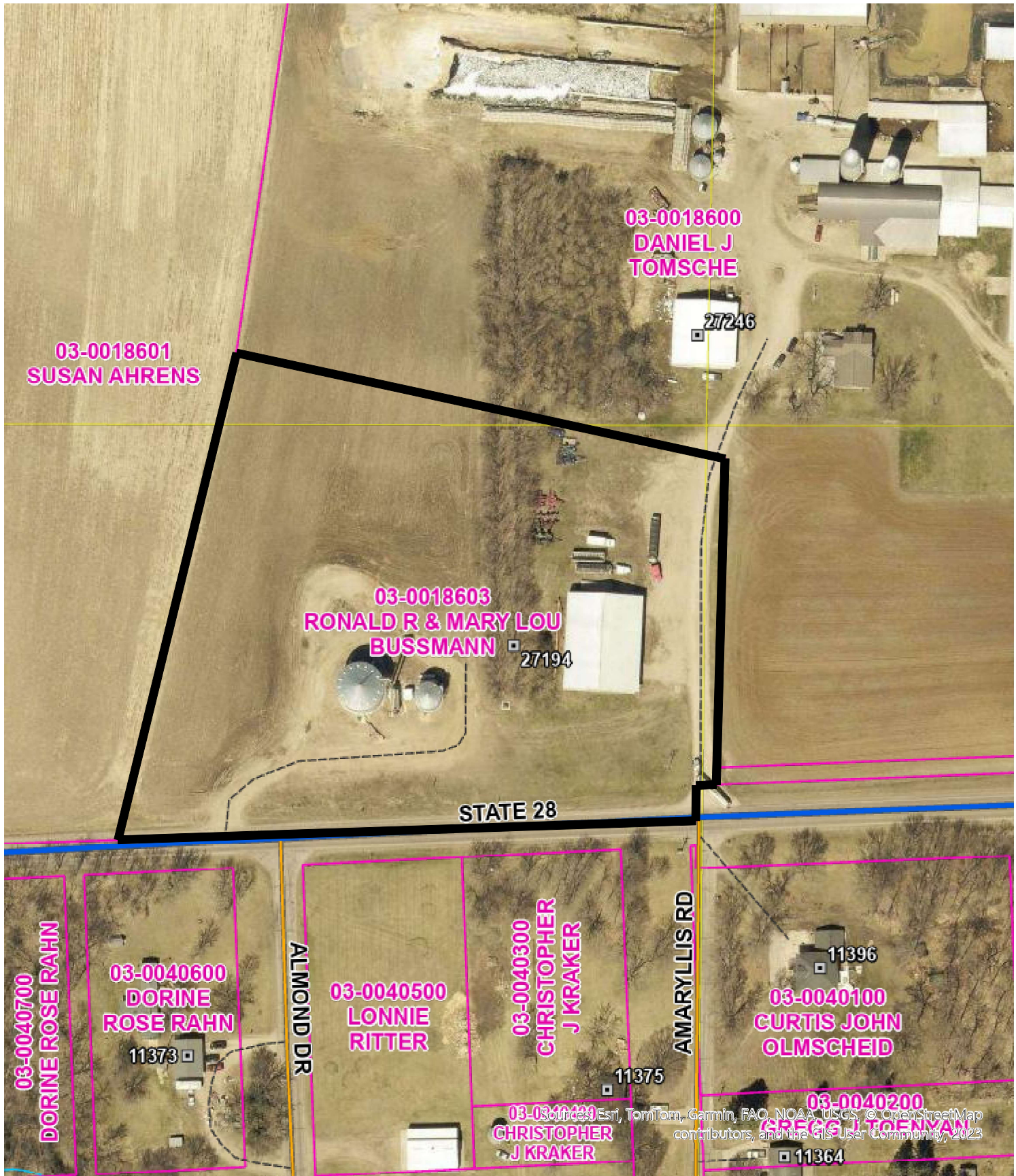
Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to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

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

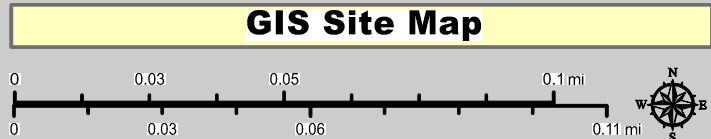
Insert metes and bounds description of area

1/2 mile ring





Todd County GIS  
215 1st Ave S, Ste 102  
Long Prairie, MN 56347  
(Office) 320-732-4248



The Todd County GIS & Land Services Department has made every effort to provide the most accurate and up-to-date information available in this publication and cannot be held responsible for any unforeseen errors or omissions. If the recipient wishes to locate parcel corners and property lines, employ the services of a Registered Land Surveyor.

Printed on:  
Monday, March 9, 2026

03-0040200  
CHRISTOPHER J KRAKER  
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, 2023

## Article XII: Regulation on Cannabis Businesses

### Section 12.01 – Administration

- A. **Findings and Purpose:** Todd County makes the following legislative findings: The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes Todd County to protect the public health, safety, welfare of Todd County residents by regulating cannabis businesses within the legal boundaries of Todd County. Todd County finds and concludes that the proposed provisions are appropriate and lawful land use regulations for Todd County, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.
- B. **Authority and Jurisdiction:** Todd County has the authority to adopt this ordinance pursuant to:
  - (i) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
  - (ii) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
  - (iii) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
  - (iv) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.
- C. **Severability:** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
- D. **Enforcement:** The Director is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

### Section 12.02 - Registration of Cannabis Business

- A. Consent to registering of Cannabis Business
  - (i) No individual or entity may operate a state-licensed cannabis retail business within Todd County without first registering with Todd County as described herein. Any violations of this section may result in criminal, civil and/or administrative consequences, as outlined in Article X of this Ordinance and in Minn. Stat. § 342.22 and similar statutes as may be amended. Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.
- B. Pre-registration compliance inspection
  - (i) Prior to issuance of a cannabis retail business registration, Todd County shall conduct a preliminary compliance check to ensure compliance with local ordinances. Pursuant to

Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, Todd County shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

C. Registration and Application Procedures

- (i) Fees – Todd County shall not charge an application fee. A registration fee, as established in Todd County’s fee schedule, shall be charged to applicants depending on the type of retail business license applied for. An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee. Any renewal retail registration fee imposed by Todd County shall be charged at the time of the second renewal and each subsequent renewal thereafter. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less. A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.
- (ii) Application Submittal – Todd County shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.
  - 1) An applicant for a retail registration shall fill out an application form, as provided by Todd County. Said form shall include, but is not limited to:
    - a) Full name of the property owner and applicant
    - b) Address, email address, and telephone number of the applicant
    - c) The address and parcel ID for the property which the retail registration is sought
    - d) Certification that the applicant complies with the requirements of local ordinances established pursuant to MN Statute 342.13
    - e) Identification of participation in offsite temporary cannabis events.
    - f) Any additional information requested by Todd County.
  - 2) The applicant shall include with the form:
    - a) The registration fee as required in part (i)
    - b) A copy of a valid state license or written notice of OCM license preapproval
    - c) Any additional information requested by Todd County.
  - 3) Once an application is considered complete, Todd County shall inform the applicant as such, process the registration fees, and move the application forward to the Todd County Board of Commissioners for approval or denial.
  - 4) The registration fee shall be non-refundable once processed.
  - 5) Approved registration shall be posted within the business in a location that is available for public viewing.
- (iii) Application Approval or Grounds for Denial
  - 1) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section F.

- 2) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- 3) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

(iv) Annual Compliance Checks

- 1) Todd County shall complete at minimum one compliance check per calendar year of every cannabis retail business to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24 and this Ordinance. Todd County shall conduct at minimum one unannounced age verification compliance check at least once per calendar year. Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government. Any failures under this section must be reported to the Office of Cannabis Management.

(v) Changes to retail establishment

- 1) If a state-licensed cannabis retail business seeks to move to a new location, has a change of ownership, change in hours of operation, or other change in the registration status, it shall notify Todd County of the proposed changes, and submit necessary information to meet all the criteria in this Ordinance.

D. Renewal of Registration: Todd County shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license. A state-licensed cannabis retail business shall apply to renew registration on a form established by Todd County. A cannabis retail registration issued under this ordinance shall not be transferred.

- (i) Renewal Fees – Todd County may charge a renewal fee for the registration starting at the second renewal, as established in Todd County's fee schedule.
- (ii) Renewal Application - The application for renewal of a retail registration shall include, but is not limited to:

- 1) Items required under Section C(ii)

E. Suspension of Registration

- (i) When Suspension is Warranted – Todd County may suspend a cannabis retail business's registration if it violates the ordinance of Todd County or poses an immediate threat to the health or safety of the public. Todd County shall immediately notify the cannabis retail business in writing the grounds for the suspension.
- (ii) Notification to OCM – Todd County shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide Todd County and the cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.
- (iii) Length of Suspension - The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended. Todd

County may reinstate a registration if Todd County and OCM determines that the violations have been resolved.

- (iv) Civil Penalties - Subject to Minn. Stat. 342.22, subd. 5(e), Todd County may impose a civil penalty, as specified in the County's Fee Schedule, for registration violations, not to exceed \$2,000.

F. Limiting Registrations

- (i) Todd County shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within Todd County.
- (ii) If Todd County has one active cannabis retail businesses registration for every 12,500 residents, the County shall not be required to register additional state-licensed cannabis retail businesses.
- (iii) The County shall limit the number of cannabis retail businesses to three (3) businesses.
- (iv) Applications shall be reviewed on a first-come, first-serve basis when there are more applicants than registrations available. Applications will be time stamped at the time of submittal. Incomplete applications or those not following the requirements of this Ordinance will be removed from the order.

Section 12.03 – Requirements for Cannabis Businesses

A. Minimum Setback Requirements

- (i) Todd County shall prohibit the operation of a cannabis business within:
  - 1) 1,000' of a school
  - 2) 500' of a day care
  - 3) 500' of a residential treatment facility
  - 4) 500' of a public park including playgrounds and athletic fields
  - 5) 500' of a legally established residence
    - 1. Setbacks to residence on the same property as the application for a cannabis business shall not be applicable.
  - 6) All setback requirements shall be reciprocal.

B. Zoning and Land Use

- (i) Cultivation - Cannabis businesses licensed or endorsed for cultivation are permitted as Conditional Use in the following zoning districts:
  - ~~1) Agriculture/Forestry 1~~
  - ~~2) Agriculture/Forestry 2~~
  - 3) Commercial
- (ii) Cannabis Manufacturer - Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as a Conditional Use in the following zoning districts:
  - 1) Agriculture/Forestry 1
  - 2) Agriculture/Forestry 2
  - 3) Commercial
- (iii) Hemp Manufacturer - Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted as a Conditional Use in the following zoning districts:
  - 1) Agriculture/Forestry 1
  - 2) Agriculture/Forestry 2
  - 3) Commercial

(iv) Wholesale - Cannabis businesses licensed or endorsed for wholesale are permitted as a Conditional Use in the following zoning districts:

- 1)Agriculture/Forestry 1
- 2)Agriculture/Forestry 2
- 3)Commercial

(v) Cannabis Retail - Cannabis businesses licensed or endorsed for cannabis retail are permitted as a Conditional Use in the following zoning district:

- 1) Commercial

(vi) Cannabis Transportation - Cannabis businesses licensed or endorsed for transportation are permitted as a Conditional Use in the following zoning districts:

- 1)Agriculture/Forestry 1
- 2)Agriculture/Forestry 2
- 3)Commercial

(vii) Cannabis Delivery - Cannabis businesses licensed or endorsed for delivery are permitted as an allowed use in all zoning districts.

C. Performance Standards and Conditional Use Criteria

(i) Cannabis businesses are limited to retail sale of cannabis, cannabis flower, and cannabis products between the hours of 10 a.m. and 9 p.m.

~~(ii) Cannabis businesses are allowed to erect up to two fixed signs on the exterior of the building or property of the business. Cannabis business signs shall not exceed 32 square feet in size. Signs larger than 32 square feet shall only be allowed when affixed to the exterior of a building. Electronic signs shall not be allowed. Outdoor display is prohibited. Outdoor display is an outdoor arrangement of objects, items, products or other materials typically not in a fixed position and capable of rearrangement, designed and used for the purpose of advertising or identifying a business, product or service.~~

~~(iii) All outdoor lighting on the property shall be hooded and directed towards the ground in a manner that does not cast light beyond the property boundary.~~

~~(iv) Off-street parking shall be provided for all employees and customer traffic.~~

~~(v) Outdoor storage of goods and hazardous materials is prohibited. Outdoor storage of equipment may be allowed. The outdoor storage area shall be limited to the rear or side yard locations and at no time shall storage equipment extend beyond the front building line of the principal structure. The outdoor storage area shall be fenced and adequately screened from adjacent properties and public roadways.~~

~~(vi) The sale of cannabis plants, cannabis flower, cannabis products, or lower-potency hemp edibles from a moveable place of business shall be prohibited.~~

~~(vii) An application for a conditional use permit shall include the following items.~~

- ~~1) A copy of the business standard operating procedures submitted in accordance with Minnesota Rules Chapter 9810.1000~~
- ~~2) A waste disposal plan to address storage, handling, use, and potential hazards in accordance with Minnesota Rules Chapter 9810.1200.~~
- ~~3) A security and lighting plan in accordance with Minnesota Rules Chapter 9810.1500.~~
- ~~4) A plan for property ventilation and filtration for odor control in accordance with Minnesota Rules Chapter 9810~~

- 5) If the application for Conditional Use involves cultivation of cannabis, the cultivator must indicate whether cultivation will be conducted indoors or outdoors. A cultivation plan shall be submitted in accordance with Minnesota Rules Chapter 9810.200, subp. 3.
- 6) An outdoor cultivation area must be securely surrounded by fencing and locked gates on the entire perimeter of the cultivation area to prevent access to the area by unauthorized persons set forth in Minnesota Rules, Chapter 9810.1500, subp. 15.

#### Section 12.04 – Temporary Cannabis Events

- A. License or Permit Required for Temporary Cannabis Events
  - (i) License Required - A license or permit is required to be issued and approved by Todd County prior to holding a Temporary Cannabis Event.
  - (ii) Registration and Application Procedure - A registration fee, as established in Todd County's fee schedule, shall be charged to applicants for Temporary Cannabis Events.
  - (iii) Application Submittal and Review – Todd County shall require an application for Temporary Cannabis Events.
    - i. An applicant for a retail registration shall fill out an application form, as provided by Todd County. Said form shall include, but is not limited to:
      1. Full name of the property owner and applicant.
      2. Address, email address, and telephone number of the applicant
      3. Emergency Contact number of the applicant for the event.
      4. Length of duration of the temporary cannabis event.
      5. Any other information requested by Todd County.
    - ii. The applicant shall include with the form:
      1. the application fee as required in Part A.
      2. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.
      3. Detailed plans for the event.
    - iii. The application shall be submitted to Todd County Planning and Zoning, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.
    - iv. Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the Todd County Board of Commissioners for approval or denial.
    - v. The application fee shall be non-refundable once processed.
    - vi. The application for a license for a Temporary Cannabis Event shall meet the following standards:
      1. Except for low-potency cannabis edibles, onsite consumption shall be prohibited.
      2. Temporary cannabis events shall only be held between the hours of 10:00 am a.m. and 9:00 p.m.

3. Temporary cannabis events shall be prohibited in Shoreland and Residential Zones.
  4. Adequate off-street parking shall be provided for all event attendees.
  5. Restroom facilities shall be provided for the duration of the event.
  6. Disposal of trash, garbage, and recyclables shall be provided for the duration of the event.
  7. Event security shall be provided for the duration of the event at the expense of the permit holder.
  8. Temporary cannabis events shall comply with all requirements of MN Statute 342.40, subds. 3,4,5,6,7 and 8.
- vii. Once an application for a temporary cannabis event is considered complete, Todd County shall inform the applicant as such, process the applicable fees, and move the application forward to the Todd County Board of Commissioners for approval or denial.
  - viii. Failure to obtain the proper authorizations prior to participation of a temporary cannabis event shall result in a civil administrative fine in the amount of \$300.

#### Section 12.05 – Lower-Potency Hemp Edibles

- A. Sale of Low-Potency Hemp Edibles
  - a. The sale of Low-Potency Edibles is permitted, subject to the conditions within the Section.
  - b. Businesses must register the sale of Low-Potency Edibles with Todd County following the procedures of Section 12.02 of this Ordinance but shall not be limited by Section 12.02F.
- B. Zoning Districts
  - a. Low-Potency Edible businesses are an allowed use in all zoning districts.