

Site Name: COTTAGE AVENUE STANDPIPE  
Site Address: 2095 CLEAR AVENUE, ST. PAUL, MN 55119

Site ID #: MS03XC472

### AMENDMENT NO. 1 TO SITE LEASE AGREEMENT

This Amendment No. 1 to SITE LEASE AGREEMENT (this "Amendment") amends a certain SITE LEASE AGREEMENT between SPRINT SPECTRUM REALTY COMPANY, LLC, (formerly a limited partnership organized and existing under the laws of Delaware) a limited liability company organized and existing under the laws of Delaware, ("Lessee") successor in interest to Sprint Spectrum, L.P., a limited partnership organized and existing under the laws of Delaware, and the BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL, a Minnesota municipal corporation ("Lessor"), dated September 19, 1996, as supplemented by that certain LEASE SUPPLEMENT dated September 25, 1996 (collectively, the "Agreement").

WHEREAS, the expiration date of the Agreement is September 25, 2016; and

WHEREAS, Lessor and Lessee desire to extend the expiration date to March 31, 2017 to allow time for the parties to negotiate and execute a new site lease agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. TERM.

The term of the Agreement is hereby extended commencing on September 26, 2016 and expiring on March 31, 2017, or upon the effective date of a new site lease agreement between the parties, whichever is earliest.

2. REVISED ANNUAL RENT.

a. In accordance with Section 3. Rent of the Agreement, annual rent for year 2016 is \$39,799.39, which sufficiency of payment is hereby acknowledged by Lessor.

b. Annual rent for year 2017 shall be \$46,650.00. Rent for the period January 1, 2017 through March 31, 2017 shall be \$11,662.59, the prorated amount for that period. Said rent amount shall be due and payable within 30 days of the full execution of this Amendment.

c. Lessee shall make all payments of rent to Lessor at the following address:

Board of Water Commissioners  
Attn: Accounting  
1900 Rice Street, Office Building  
Saint Paul, Minnesota 55113

3. NOTICE ADDRESSES.

The notice addresses in Section 15 of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

To Lessor: Board of Water Commissioners of the City of Saint Paul  
c/o SPRWS General Manager  
1900 Rice Street  
Saint Paul, MN 55113-6810

To Lessee: Sprint Property Services  
Sprint Site ID: MS03XC472  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint Law Department  
Sprint Site ID: MS03XC472  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2020  
Attn.: Real Estate Attorney

4. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, all of the provisions of the Agreement are ratified and remain unchanged and in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

6. This Amendment may be executed in any number of counterparts and such counterparts shall be deemed to be originals, and all such counterparts, taken together, shall constitute but one and the same instrument.

7. The parties hereby warrant that they have the full power, authority and legal right to enter into this Amendment, and the execution and delivery have been authorized by all necessary action on the part of the parties.

**\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

The parties have executed this Amendment No. 1 to Site Lease Agreement as of the Effective Date.

**For Lessor:**

**BOARD OF WATER COMMISSIONERS  
OF THE CITY OF SAINT PAUL**

Approved:

By \_\_\_\_\_  
Stephen P. Schneider, General Manager  
Saint Paul Regional Water Services

By \_\_\_\_\_  
Matt Anfang, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
Assistant City Attorney

By \_\_\_\_\_  
Mollie Gagnelius, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SAINT PAUL**

By \_\_\_\_\_  
Kristin Beckmann, Deputy Mayor

Date: \_\_\_\_\_

By \_\_\_\_\_  
Shari Moore, City Clerk

Date: \_\_\_\_\_

By \_\_\_\_\_  
Todd Hurley, Director  
Office of Financial Services

Date: \_\_\_\_\_

**For Lessee:**

**SPRINT SPECTRUM REALTY COMPANY, LLC,  
a limited liability company organized and existing  
under the laws of Delaware**

By: \_\_\_\_\_  
Dan Davis, Area Site Development Manager

Date: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

**BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF RAMSEY     )

On \_\_\_\_\_, 2016, before me, \_\_\_\_\_, Notary Public, personally appeared Matt Anfang, President, Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

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

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF RAMSEY     )

On \_\_\_\_\_, 2016  
3, before me, \_\_\_\_\_, Notary Public, personally appeared Mollie Gagnelius, Secretary, Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

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



