

**AMENDMENT NO. 1 TO SITE LEASE AGREEMENT
BETWEEN
BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL
AND
T-MOBILE CENTRAL LLC**

This **AMENDMENT NO. 1 TO SITE LEASE AGREEMENT** ("Amendment") is made this _____ day of _____, 2015, by and between the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation ("Lessor"), and T-Mobile Central LLC, a Delaware limited liability company ("Lessee").

RECITALS

A. Lessor and Lessee are parties to a Site Lease Agreement dated November 13, 2007 ("Agreement") whereby Lessor has leased ground space and water tower space to Lessee at Lessor's Cottage Avenue Standpipe site, addressed as 2095 Clear Avenue, Saint Paul, Minnesota 55119.

B. Lessor and Lessee desire to amend the Agreement to allow for the installation of a fiber optic cable line within a non-exclusive easement.

AGREEMENT

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

1. **EFFECTIVE DATE.**

The effective date of this Amendment shall be the date last signed below ("Effective Date").

2. **REVISED INSTALLATION.**

Lessee shall have the right to modify its Communications Facilities to install a fiber optic cable from the public right of way to the Leased Premises as described and depicted on Exhibit A (Construction Drawings dated June 19, 2015), attached hereto and incorporated herein.

3. LIMITED TERM NON-EXCLUSIVE UTILITY EASEMENT.

Lessor hereby grants to Lessee a limited term non-exclusive utility easement for the installation of utilities and said fiber optic cable, as described in Exhibit B, attached hereto and incorporated herein, and depicted in site survey dated May 29, 2015, attached hereto as Exhibit C and incorporated herein. The easement shall be extinguished upon the expiration or termination of the Agreement.

4. CONSIDERATION.

As consideration for the rights granted herein, and within twenty (20) days after the Effective Date, Lessee shall make a one-time payment to Lessor in the amount of One Thousand Dollars (\$1000.00) at the following address:

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

5. AMENDMENT TO MEMORANDUM.

Lessee and Lessor agree to execute an Amendment to Memorandum of Agreement confirming the existence of the Agreement (as modified by this Amendment) and non-exclusive utility easement. The Amendment to Memorandum of Agreement is attached hereto as Exhibit D and incorporated herein.

6. RATIFICATION OF THE AGREEMENT.

a. Except as specifically modified by this Amendment, the parties agree that all of the terms and conditions of the Agreement are in full force and effect and remain unmodified, and the parties hereby ratify and reaffirm the terms and conditions of the Agreement and agree to perform and comply with the same.

b. In the event of a conflict between any term or provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control.

c. Except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[Remainder of page left intentionally blank.]

Site # AIN0136A_AAV
Market: Minneapolis
St. Paul ID: Cottage Avenue WT

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed by each party's duly authorized representative as of the Effective Date.

Approved:

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

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

Matt Anfang, President

Approved as to Form:

Mollie Gagnelius, Secretary

Assistant City Attorney

Todd Hurley, Director
Office of Financial Services

CITY OF SAINT PAUL

Kristin Beckmann, Deputy Mayor

Shari Moore, City Clerk

Date of Execution by Lessor: _____

T-MOBILE CENTRAL LLC

Hossein Sepehr
Area Director, Network Engineering & Ops

Date of Execution by Lessee: _____

Site # A1N0136A_AAV
Market: Minneapolis
St. Paul ID: Cottage Avenue WT

ACKNOWLEDGEMENTS

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On _____, 2015, 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 _____, 2015, 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

Site # A1N0136A_AAV
Market: Minneapolis
St. Paul ID: Cottage Avenue WT

CITY OF SAINT PAUL

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On _____, 2015, before me, _____, Notary
Public, personally appeared _____, Deputy Mayor 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 _____, 2015, before me, _____, Notary
Public, personally appeared Shari Moore, City Clerk, 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 _____, 2015, before me, _____, Notary
Public, personally appeared Todd Hurley, Director, Office of Financial Services of the City of Saint Paul, a Minnesota
municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

Site # A1N0136A_AAV
Market: Minneapolis
St. Paul ID: Cottage Avenue WT

T-MOBILE CENTRAL LLC

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I certify that I know or have satisfactory evidence that Hossein Sepehr is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director, Network Engineering & Ops of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

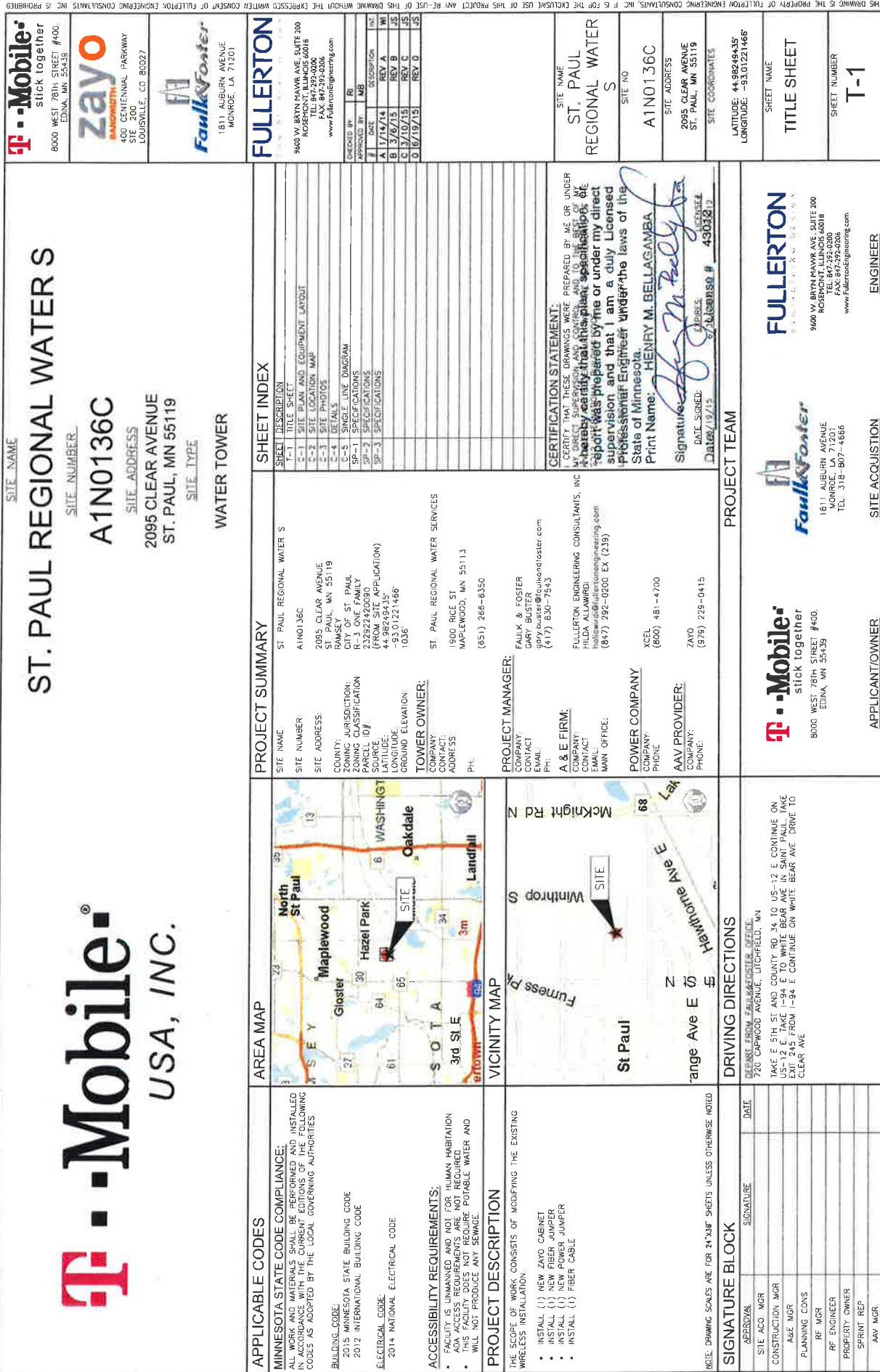
Witness my hand and official seal.

Notary Public

Site # A1N0136A_AAV
Market: Minneapolis
St. Paul ID: Cottage Avenue WT

Exhibit A

(Attached CDs Rev0 dated 6/19/15)



stick together
8000 WEST 78TH STREET #400,
EDNA, MN 55439

400 CENTENNIAL PARKWAY
ST. LOUIS, MO 63103
LOUISVILLE, CO 80027

1811 AUBURN AVENUE
MONROE, LA 71201

FULLERTON

9600 W. BRYN MAWR AVE. SUITE 200
ROCKFORD, IL 61105
TEL: 815-292-0008
FAX: 815-292-0206
www.fullertonengineering.com

REV	DATE	DESCRIPTION	BY	CHKD
A	1/14/14	REV. A	WM	
B	3/6/15	REV. B	JS	
C	13/10/15	REV. C	JS	

CHECKED BY: MB
APPROVED BY: MB

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by certify
it was prepared by me or under my direct
vision and that I am a duly Licensed
Professional Engineer under the laws of the
State of Minnesota.

Name: HENRY M. BELLAGAMB
Signature: *[Signature]*
License # 43012
Expiry Date 8/1/2019

SITE NAME
ST. PAUL
REGIONAL WATER
S

SITE NO
A1N0136C

SITE ADDRESS
2095 CLEAR AVENUE
ST. PAUL, MN 55119

SITE COORDINATES
LATITUDE: 44.98249435
LONGITUDE: -93.01221466

SHEET NAME
SITE LOCATION
MAP

SHEET NUMBER
C-2





SITE IDENTIFICATION SIGN



EXISTING T-MOBILE EQUIPMENT



EXISTING T-MOBILE AC PANEL



NEW ZAYO CABINET LOCATION



NEW CONDUIT RUN



NEW CONDUIT RUN



NEW CONDUIT RUN



NEW CONDUIT RUN



NEW HAND HOLE (HMH)

T-Mobile stick together 8000 WEST 78TH STREET #400 EDINA, MN 55435		zayo 2400 CENTENNIAL PARKWAY STE 200 LOUISVILLE, CO 80027		Faulkner 1811 AUBURN AVENUE MONROE, LA 71201		FULLERTON 9600 W. BRYN MAVER AVE SUITE 200 ROSEMONT, ILLINOIS 60018 TEL 847-292-0200 FAX 847-292-0206 www.fullertonengineering.com	
CHECKED BY: MB APPROVED BY: MB DATE: 1/14/14 DESCRIPTION: REV A DATE: 1/14/14 DESCRIPTION: REV B DATE: 1/14/14 DESCRIPTION: REV C	THIS DRAWING IS THE PROPERTY OF FULLERTON ENGINEERING CONSULTANTS, INC. IT IS FOR THE EXCLUSIVE USE OF THE PROJECT. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF FULLERTON ENGINEERING CONSULTANTS, INC.						
I, HENRY M. BELLAGAMBA, a duly Licensed Professional Engineer under the laws of the State of Minnesota, certify that I have prepared this drawing, or as prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.							
License # 43012 Signature: <i>Henry M. Bellagamba</i> Date: 8/19/2013							
SITE NAME ST. PAUL REGIONAL WATER S							
SITE NO A1N0136C							
SITE ADDRESS 2095 CLEAR AVENUE ST. PAUL, MN 55119							
SITE COORDINATES LATITUDE: 44.98248435 LONGITUDE: -93.01221466							
SHEET NAME SITE PHOTOS							
SHEET NUMBER C-3							

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PART 1 GENERAL

A. THE CONTRACTOR SHALL INSPECT THE SITE WHERE THIS WORK IS TO BE PERFORMED AND FULLY FAMILIARIZE HIMSELF WITH ALL CONDITIONS RELATED TO THIS PROJECT.

B. THE CONTRACTOR SHALL: OBTAIN AND PAY FOR ALL PERMITS AND LICENSES AND SHALL MAKE ALL DEPOSITS AND PAY ALL FEES REQUIRED FOR THE PERFORMANCE OF WORK UNDER THIS SECTION.

C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. DRAWINGS SHALL NOT BE SCALED TO DETERMINE DIMENSIONS.

A. ALL WORK SHALL BE INSTALLED IN "ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

A. THE PUBLICATIONS LISTED BELOW FORM PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENDUM IN EFFECT ON THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION UNLESS OTHERWISE NOTED. EXCEPT AS MODIFIED BY THE REQUIREMENTS SPECIFIED HEREIN OR THE DETAILS OF THE DRAWINGS, WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THESE PUBLICATIONS.

1. ANSI/IEEE (AMERICAN NATIONAL STANDARDS INSTITUTE)
2. IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS)
3. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
4. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)
5. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
6. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
7. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
8. UL (UNDERWRITERS LABORATORIES, INC.)

A. WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL AND ASSOCIATED SERVICES REQUIRED TO COMPLETELY CONSTRUCT AND LEAVE READY FOR OPERATION SYSTEMS AS SHOWN ON THE DRAWINGS AND HEREIN DESCRIBED.

B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAWING, TRENCHES, BACKFILLING, AND NO REMOVAL OF EXCESS DIRT

D. THE CONTRACTOR SHALL FURNISH TO THE OWNER, CERTIFICATES FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.

2.1 GENERAL :

- A. ALL ITEMS OF MATERIALS AND EQUIPMENT SHALL BE NEW, FREE FROM DEFECTS AND OF THE BEST QUALITY NORMALLY USED FOR THE PURPOSE IN GOOD COMMERCIAL PRACTICE.
- B. ALL MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.
- C. ALL EQUIPMENT SHALL CONFORM TO REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE.
- D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING RATING EQUAL TO OR GREATER THAN THE AVAILABLE SHORT-CIRCUIT CURRENT WHICH ARE SUBJECT TO 10,000 ALC MINIMUM PERCENTAGE OF SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT.

A. CONDUIT:

1. RIGID GALVANIZED STEEL CONDUIT (RGS) SHALL BE HOT-DIP GALVANIZED INSIDE AND OUTSIDE INCLUDING ENDS AND THREADS AND ENAMELED OR LAQUERED INSIDE IN ADDITION TO GALVANIZING.
2. FLEXIBLE METAL CONDUIT SHALL BE GALVANIZED, ZINC-COATED STEEL-PAINTED OR ENAMELED FOR OUTDOOR APPLICATIONS.
3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR WALLEABLE IRON. ALL FITTINGS SHALL BE COMPRESSION TYPE AND WATERPROOF.
4. NON-METALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC. NON-METALLIC CONDUIT SHALL BE MANUFACTURER-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

1. WIRE AND CABLE

3. SIZES: PRESSURE-TYPE CONNECTORS CONSTRUCTED OF HIGH-STRENGTH STEEL SHALL BE APPLIED TO THE FOLLOWING: (1) FURNISH HIGH-PULLOUT STRENGTH AND HIGH CORROSION JOINTS SHALL BE USED.
4. SUPPORT GRIPS SHALL BE SINGLE WEAVE, CLOSED MESH, HIGH-GRADE, NONMAGNETIC TIN-COATED BRONZE, CAPABLE OF SUPPORTING TEN TIMES THE CABLE DEAD WEIGHT, HUBBELL KILLANS OR APPROVED EQUIVALENT.

1. DISCONNECT SWITCHES SHALL BE HEAVY DUTY, DEAD-FRONT, QUICK-MAKE, QUICK-BREAK, EXTERNALLY OPERABLE, HANDLE LOCKABLE AND INTERLOCKED WITH COVER IN CLOSED POSITION. RATING AS INDICATED. UL LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE D CLASS 3110 OR APPROVED EQUAL.

1. GROUNDING CONDUCTOR SHALL BE BARE, SOLID #2 TINNED COPPER, SIZE AS INDICATED, EXCEPT ABOVE GROUND GROUNDING CONDUCTORS SHALL BE INSULATED.

2. GROUND BUSSES SHALL BE BARE ANNEALED COPPER BARS OF RECTANGULAR CROSS SECTION.
3. CONNECTORS SHALL BE HIGH-CONDUCTIVITY, HEAVY DUTY, LISTED AND APPROVED FOR USE IN ELECTRICAL DISTRIBUTION SYSTEMS, WITH TWO-HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS.
4. EXTERNAL WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM, AND SELECTED FOR THE SPECIFIC VOLTAGE, SIZE, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.
5. GROUND RODS SHALL BE COPPER-CLAD STEEL WITH HIGH-STRENGTH WELDED TO CORSE $3/4 \times 10 \times 60$.

1. THE CONTRACTOR SHALL PROVIDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.

 stick together 8000 WEST 78TH STREET #400, EDINA, MN 55439	 400 CENTENNIAL PARKWAY SITC 200 LOUISVILLE, CO 80027	 1811 AUBURN AVENUE MONROE, LA 71201	FULLERTON 9600 W BRYN MAWR AVE, SUITE 200 ROSEMONT, ILLINOIS 60018 TEL: 630.583.8800 FAX: 847.292.0206 www.FullertonEngineering.com	<table border="1"> <thead> <tr> <th>CREATED BY:</th> <th>RB</th> </tr> <tr> <th>REVISED BY:</th> <th>MB</th> </tr> </thead> <tbody> <tr> <td>A 1/14/14</td> <td>REV A</td> </tr> <tr> <td>B 3/6/15</td> <td>REV B</td> </tr> <tr> <td>C 3/19/15</td> <td>REV C</td> </tr> </tbody> </table>	CREATED BY:	RB	REVISED BY:	MB	A 1/14/14	REV A	B 3/6/15	REV B	C 3/19/15	REV C	I hereby certify that the report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Print Name: <u>HENRY M. BELLAGAMBA</u> Signature: <u>Henry M. Bellagamba</u> Date: <u>March 16, 2015</u>	43012 license # <u>6179015</u>	SITE NAME ST. PAUL REGIONAL WATER S	SITE NO ATN0136C	SITE ADDRESS 2095 CLEAR AVENUE ST. PAUL, MN 55115	SITE COORDINATES LATITUDE: 44.98249*35' LONGITUDE: -93.01221466	SHEET NAME SPECIFICATIONS (2 OF 3)	SHEET NUMBER SP-2
CREATED BY:	RB																					
REVISED BY:	MB																					
A 1/14/14	REV A																					
B 3/6/15	REV B																					
C 3/19/15	REV C																					



8000 WEST 78TH STREET #400
EDINA, MN 55438



400 CENTENNIAL PARKWAY
STE 200
LOUISVILLE, CO 80027



1811 ALBURN AVENUE
MONROE, LA 71201



9400 W. BRYN MAWR AVE. SUITE 300
ROSEMONT, ILLINOIS 60018
TEL 630-292-0200
www.fullertonengineering.com

DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY
11/14/14	REV A	INT			
3/7/15	REV B	JS			
10/17/15	REV C	JS			
10/17/15	REV D	JS			

CHECKED BY: MB

APPROVED BY: JS

DATE: 10/17/15

PROJECT: 43012

SHEET: 1/17/2015

SITE NAME
ST. PAUL
REGIONAL WATER
S

SITE NO
A1N0136C

SITE ADDRESS
2095 CLEAR AVENUE
ST. PAUL, MN 55119

SITE COORDINATES
LATITUDE: 44.98249435
LONGITUDE: -93.01221466

SHEET NAME
SPECIFICATIONS
(3 OF 3)

SHEET NUMBER
SP-3

4. CABLES SHALL BE HEAVILY TRAINED, WITHOUT INTERFACING, AND BE OF SUFFICIENT LENGTH IN ALL BOXES, EQUIPMENT, ETC. TO PREVENT CABLES FROM BEING SECURED IN A MANNER TO AVOID TENSION ON CONDUCTORS OR TERMINALS AND SHALL BE PROTECTED FROM MECHANICAL INJURY AND FROM MOISTURE. SHARP BENDS OVER CONDUIT BUSHINGS ARE PROHIBITED. DAMAGED CABLES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

C. DISCONNECT SWITCHES:

1. INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB, CONNECT TO WIRING SYSTEM AND GROUND AS INDICATED.

D. GROUNDING:

1. ALL METAL PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
2. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEMS INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
3. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.
4. TIGHTEN GROUNDING AND BONDING CONNECTIONS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. TIGHTENING VALUES FOR CONNECTORS AND BOLTS, WHERE MANUFACTURER'S TIGHTENING REQUIREMENTS ARE NOT SPECIFIED, SHALL BE IN ACCORDANCE WITH THE TIGHTENING TORQUE VALUES SPECIFIED IN UL 486A TO ASSURE PERMANENT AND EFFECTIVE GROUNDING.
5. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
6. ALL GROUND CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC-WELDED CONNECTIONS SHALL BE APPROVED BY THE CONSTRUCTION INSPECTOR BEFORE BEING PERMANENTLY CONCEALED.
7. APPLY CORROSION-RESISTANT FINISH TO FIELD CONNECTIONS, AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED. USE COPPER-BASED "NO-OX" OR APPROVED EQUAL.
8. A SEPARATE CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
9. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE #6 AWG GROUNDING CONDUCTOR TO A GROUND BUS OR GROUNDING LUG IN ENCLOSURE.
10. DIRECT BURIED GROUND CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 30" BELOW GRADE, UNLESS NOTED OTHERWISE.
11. ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSULATED OR INSTALLED IN PVC CONDUIT.
12. INSTALL ELECTROLYTIC GROUNDING SYSTEM IN STRUCTURE ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. REMOVE SEALING TAPE FROM LEACHING AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE.
13. DRIVE GROUND RODS UNTIL TOPS ARE 30 INCHES BELOW FINAL GRADE.
14. GROUNDING CONDUCTOR TO EQUIPMENT GROUND LUGS:
 - 1) BOLTED TO EQUIPMENT HOUSING WITH STAINLESS STEEL BOLTS AND LOCK WASHERS.
 - 2) ALL EQUIPMENT TO BE GROUNDED SHALL BE FREE OF PAINT OR ANY OTHER MATERIAL COVERING BARE METAL AT THE POINT OF CONNECTION.

3.5 ACCEPTANCE TESTING

1. PROVIDE PERSONNEL AND EQUIPMENT, MAKE REQUIRED TESTS, AND SUBMIT TEST REPORTS UPON COMPLETION OF TESTS.
2. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NONCOMPLIANT ITEMS SHALL BE REMOVED FROM THE JOBSITE AND REPLACED WITH ITEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER RECEIPT OF NOTICE OF SUCH NON-COMPLIANCE.

A. TEST PROCEDURES:

1. ALL FEEDERS SHALL HAVE THEIR INSULATION TESTED AFTER INSTALLATION, BUT BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL BE TESTED FOR INSULATION RESISTANCE. THE TEST VOLTAGE SHALL BE FOR ONE MINUTE USING 1000V DC. INVESTIGATE ANY VALUES LESS THAN 50 MEGOHMS.
2. PRIOR TO ENERGIZING CIRCUITRY, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLARITY CONNECTIONS.
3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE WIRES AND NEUTRALS. SUBMIT A REPORT OF MAXIMUM AND MINIMUM VOLTAGES.
4. PERFORM GROUND TEST TO MEASURE GROUND RESISTANCE OF GROUNDING SYSTEM USING THE IEEE STANDARD 3-PART "FALL-OF-POTENTIAL" METHOD. PROVIDE PLOTTED TEST VALUES & LOCATION SKETCH. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS OVER 5 OHMS.

END OF SECTION

END OF SPECIFICATION

PART 3 EXECUTION

3.1 GENERAL

A. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

B. EQUIPMENT SHALL BE THOROUGHLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

3.2 LABEL AND WORKMANSHIP

A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE DONE BY EXPERIENCED MECHANICS OF THE PROPER TRADES.

B. ALL ELECTRICAL EQUIPMENT FURNISHED SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.

C. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT, REMOVE ALL LABELS AND ANY DEBRIS, CRATING OR CARTONS AND LEAVE THE INSTALLATION FINISHED AND READY FOR OPERATION.

3.3 COORDINATION

A. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNNECESSARY DELAYS IN THE TOTAL WORK.

3.4 INSTALLATION

A. CONDUIT:

1. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS HEREIN SPECIFIED. NO CONDUIT OR TUBING OF LESS THAN 3/4 INCH NOMINAL SIZE SHALL BE USED.
2. PROVIDE RGS CONDUIT FOR ALL EXPOSED EXTERIOR CONDUIT.
3. PROVIDE SCHEDULE 40 PVC OR RGS CONDUIT BELOW GRADE. 1" MINIMUM, UNLESS NOTED OTHERWISE. ALL 90 DEGREE BENDS TO ABOVE GRADE SHALL BE RGS. MINIMUM BURIAL DEPTH SHALL BE 30". CLEAR TO TOP OF CONDUIT, UNLESS NOTED OTHERWISE.
4. USE GALVANIZED FLEXIBLE STEEL CONDUIT WHERE DIRECT CONNECTION IS NOT DESIRABLE FOR REASONS OF EQUIPMENT MOVEMENT, VIBRATION, OR FOR EASE OF MAINTENANCE. USE LIGHTWIGHT PVC COATED FLEXIBLE METAL CONDUIT FOR OUTDOOR APPLICATIONS.
5. INSTALL GALVANIZED FLEXIBLE STEEL CONDUIT AT ALL POINTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORTS TO ALLOW FOR EXPANSION AND CONTRACTION.
6. A RUN OF CONDUIT BETWEEN BOXES OR FITTINGS SHALL NOT CONTAIN MORE THAN THE EQUIVALENT OF FOUR QUARTER-BENDS INCLUDING THOSE BENDS LOCATED IMMEDIATELY AT THE BOX OR FLATING. ELBOW. RADIUS OF BENDS SHALL NEVER BE SHORTER THAN THAT OF THE CORRESPONDING TRADE ELBOW.
7. WHERE CONDUIT HAS TO BE CUT IN THE FIELD, IT SHALL BE CUT SQUARE WITH A PIPE CUTTER USING CUTTING KNIVES.
8. ALL CONDUITS SHALL BE SWABBED CLEAN BY PULLING AN APPROPRIATE SIZE MANHOLE THROUGH THE CONDUIT BEFORE INSTALLATION OF WIRE OR CABLE. CLEAR ALL BLOCKAGES AND REMOVE BURRS, DIRT, AND DEBRIS.
9. INSTALL MULL TAPE IN ALL EMPTY CONDUITS. IDENTIFY MULL TAPE AT EACH END WITH ITS DESTINATION.
10. PROVIDE INSULATED GROUNDING BUSHINGS FOR ALL CONDUITS STUBBED INTO EQUIPMENT ENCLOSURES OR STUBBED OUT FOR FUTURE USE BY OTHERS.
11. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL CONDUITS DURING CONSTRUCTION. TEMPORARY OPENINGS IN THE CONDUIT SYSTEM SHALL BE PLUGGED OR CAPPED TO PREVENT ENTRANCE OF MOISTURE OR FOREIGN MATTER. CONTRACTOR SHALL REPLACE ANY CONDUITS CONTAINING FOREIGN MATERIALS THAT CANNOT BE REMOVED.
12. INSTALL 3" RED METALLIC TAPE 12" ABOVE ALL UNDERGROUND CONDUIT AND WIRE.
13. CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO INSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.

B. WIRE AND CABLE:

1. ALL POWER WIRING SHALL BE COLOR CODED AS FOLLOWS:

DESCRIPTION	120V/240V	208V/120V	480V/277V
PHASE A	BLACK	BLACK	BROWN
PHASE B	RED	RED	ORANGE
PHASE C	WHITE	BLUE	YELLOW
GROUND	GREEN	GREEN	GREEN
2. SPLICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAYS WITH PRESSURE-TYPE CONNECTORS.
3. PULLING LUBRICANTS SHALL BE SOAPSTONE POWDER, POWDERED TALC, OR A COMMERCIAL PULLING COMPOUND. NO SOAP SUDS, SOAP FLAKES, OIL, OR GREASE SHALL BE USED, AS THESE MAY BE HARMFUL TO CABLE INSULATION. CONTRACTOR SHALL USE NYLON OR HEMP ROPE FOR PULLING CABLE TO AVOID SCORING THE CONDUIT.

I hereby certify that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Print Name: HENRY M. BELLAGAMBA
Signature: 
Date: 10/17/2015

Site # A1N0136A_AAV
Market: Minneapolis
St. Paul ID: Cottage Avenue WT

Exhibit B

Legal Description of Limited Term Non-Exclusive Utility Easement

A 10.00-foot wide easement for utility purposes over, under and across the Southeast Quarter of Section 23, Township 29 North, Range 22 West of the Fourth Principal Meridian, Ramsey County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 34 minutes 08 seconds West along the North line of said Southeast Quarter, a distance of 1799.59 feet; thence South 0 degrees 25 minutes 52 seconds East, a distance of 900.53 feet to the Point of Beginning of the centerline to be described; thence North 82 degrees 19 minutes 36 seconds West, a distance of 26.00 feet; thence North 34 degrees 10 minutes 34 seconds West, a distance of 24.00 feet; thence North 15 degrees 37 minutes 26 seconds West, a distance of 65.00 feet; thence North 5 degrees 01 minutes 38 seconds East, a distance of 67.00 feet; thence North 14 degrees 20 minutes 52 seconds East, a distance of 60.94 feet to the south right of way line of East Cottage Avenue and said centerline there terminating.

The sidelines of said easement shall be shortened or lengthened to terminate at said south right of way line of East Cottage Avenue.

Site # AIN0136A_AAV
Market: Minneapolis
St. Paul ID: Cottage Avenue WT

Exhibit C

Survey

SHEET 1 OF 2 SHEETS

SITE NUMBER: A1N0136C

SITE NAME:
ST. PAUL REGIONAL WATER

2095 Clear Avenue
Saint Paul, MN 55119

HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Shawn M. Kupcho SHAWN M. KUPCHO, L.S.
DATE: 5/29/15 LICENSE # 49021

WIDSETH SMITH NOLTING
Engineering | Architecture | Surviving | Environmental



0194A1647 000

PROPERTY DESCRIPTION: (per Norun Title Inc. Owner and Encumbrance Report, Certificate of Title No. 118693, dated May 7, 2015.)

[illegible]

SUBJECT TO THE FOLLOWING:

• Memorandum of Lease filed July 11, 2008 as Document No. 4105271

o This Memorandum of Lease between the City of St. Paul and T-Mobile does not describe any specific lease areas or easements. This document is not shown on the survey.

PROPOSED UTILITY EASEMENT DESCRIPTION:

A 10.00 foot wide easement for utility purposes over, under and across the Southeast Quarter of Section 23, Township 29 North, Range 32 West of the Fourth Principal Meridian, Ramsey County, Minnesota, the centerline of said easement is described as follows.

Commencing at the northeast corner of said Southwest Quarter, Thence South 89 degrees 34 minutes East 60 feet; thence North 79 degrees 34 minutes West 60 feet to the intersection of Section Line No. 36
Point of Beginning of the containing lots as described; hence North 82 degrees 18 minutes East 36 seconds West, a distance of 26.00 feet; thence North 34 degrees 10 minutes East 36 seconds West, a distance of 25.00 feet; thence North 15 degrees 37 minutes East 36 seconds West, a distance of 65.00 feet; thence North 3 degrees 59 minutes East 36 seconds West, a distance of 65.00 feet; thence North 14 degrees 20 minutes East 36 seconds West, a distance of 65.00 feet; right of way line of East Cottage Avenue and land containing there approximately

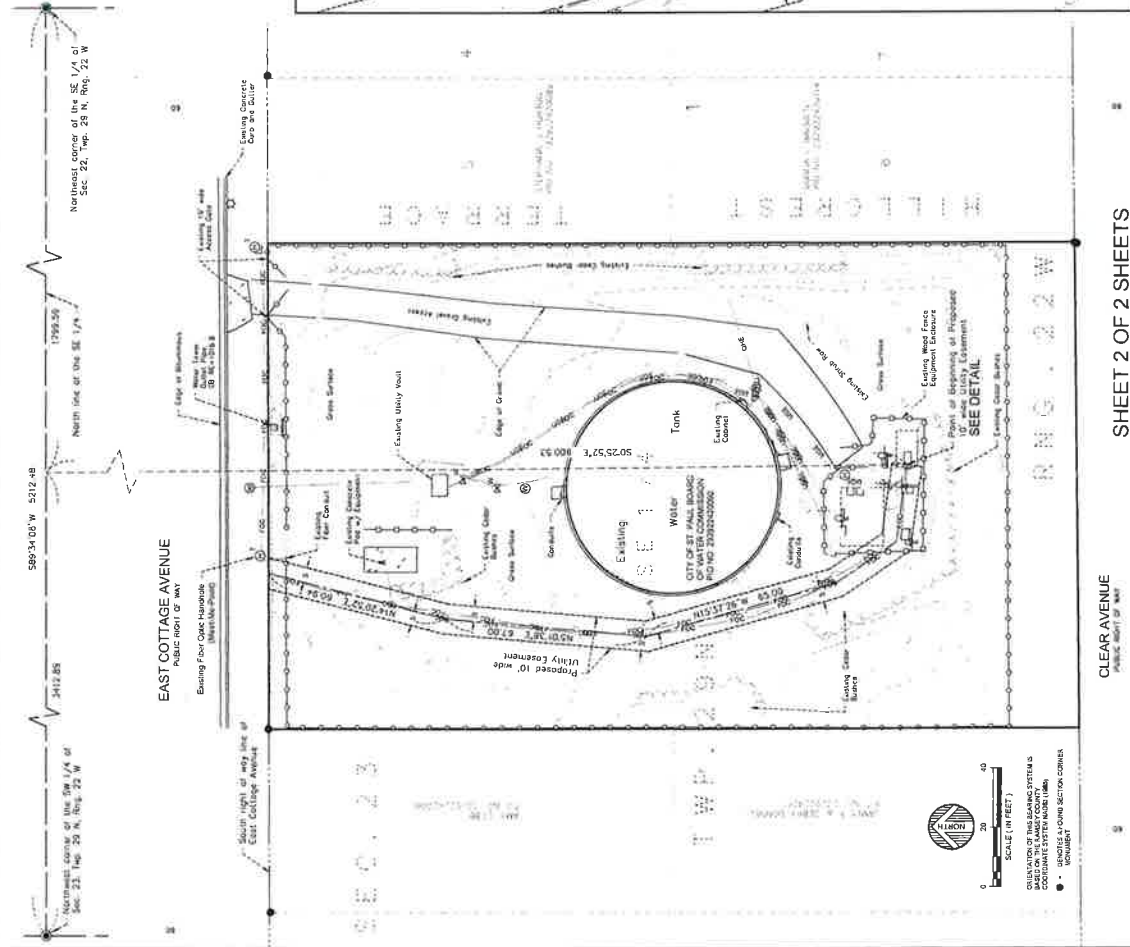
- 1 -

The sidelines of said easement shall be shortened or lengthened to terminate at said south right of way line of East Cottage Avenue.

SITE SURVEY

LEGEND

- QTY ANCHOR - DECIDUOUS TREE - CONIFEROUS TREE - SHRUB - WATER VALVE - WATER MAINHOLE - ELECTRIC LIGHT POLE - ELECTRIC METER - ELECTRIC POLE - TELEPHONE PEDESTAL - FIBER HANDHOLE	- UNDERGROUND FIBER OPTIC - UNDERGROUND ELECTRIC - OVERHEAD ELECTRIC - WATERMAIN - EASEMENT LINE - CENTERLINE - CEDAR BUSHES - CHAINLINK FENCE - WOOD FENCE - CONCRETE SURFACE - GRAVEL SURFACE
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SHEET 2 OF 2 SHEETS

SITE NUMBER: A1N0136C
SITE NAME:
ST. PAUL REGIONAL WATER

CLEAR AVENUE

SURVEYOR NOTES
1) USDCS are not shown, address one per metering from corner state one call locate request ticket No. 154-96474 dated February 6, 2015

I, **Stanley N. Kupcio, L.S.**
DATE: 5/29/15
LICENSE # 49021

FIELD WORK: 2/26/15 & 5/18/15
CHECKED BY: SMK
DRAWN BY: NTGSMK

REV	DATE	REVISIONS	BY	CHK	APP

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental



Site # A1N0136A_AAV
Market: Minneapolis
St. Paul ID: Cottage Avenue WT

Exhibit D

Amendment to Memorandum of Agreement

Return to:
Stephanie McGranahan
T-Mobile USA
8000 W. 78th Street, Suite 400
Edina, MN 55439
Site #: A1N0136A Cottage Ave WT
Market: Minneapolis

AMENDMENT TO MEMORANDUM OF AGREEMENT

This Amendment to Memorandum of Agreement ("Amendment") is made and entered into by and between the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation ("Lessor"), and T-Mobile Central LLC, a Delaware limited liability company ("Lessee").

Lessor and Lessee are parties to a Site Lease Agreement dated November 13, 2007, and as amended by Amendment No. 1 dated July 14, 2015 (collectively the "Agreement") whereby Lessor has leased ground space and water tower space to Lessee at Lessor's Cottage Avenue Standpipe site, addressed as 2095 Clear Avenue, Saint Paul, Minnesota 55119.

Lessor and Lessee are also parties to a Memorandum of Agreement (the "Memorandum") relating to the Agreement, which Memorandum was recorded on July 11, 2008 as Instrument/Document Number 4106271 in the Office of County Recorder of Ramsey County, Minnesota.

Lessor and Lessee are entering into this Amendment in order to allow for the installation of a fiber optic cable line within a non-exclusive easement as legally described in attached Exhibit A, which is incorporated herein by this reference.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed by each party's duly authorized representative as of the Effective Date.

Approved:

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

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

Matt Anfang, President

Approved as to Form:

Mollie Gagnelius, Secretary

Assistant City Attorney

Todd Hurley, Director
Office of Financial Services

CITY OF SAINT PAUL

Kristin Beckmann, Deputy Mayor

Shari Moore, City Clerk

Date of Execution by Lessor: _____

T-MOBILE CENTRAL LLC

Hossein Sepehr
Area Director, Network Engineering & Ops

Date of Execution by Lessee: _____

ACKNOWLEDGEMENTS

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On _____, 2015, 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 _____, 2015, 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

CITY OF SAINT PAUL

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On _____, 2015, before me, _____,
Notary Public, personally appeared _____, Deputy Mayor 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 _____, 2015, before me, _____,
Notary Public, personally appeared Shari Moore, City Clerk, 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 _____, 2015, before me, _____,
Notary Public, personally appeared Todd Hurley, Director, Office of Financial Services of the City of Saint Paul, a
Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

T-MOBILE CENTRAL LLC

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I certify that I know or have satisfactory evidence that Hossein Sepehr is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director, Network Engineering & Ops of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Witness my hand and official seal.

Notary Public

Exhibit A

Legal Description of Limited Term Non-Exclusive Utility Easement

A 10.00-foot wide easement for utility purposes over, under and across the Southeast Quarter of Section 23, Township 29 North, Range 22 West of the Fourth Principal Meridian, Ramsey County, Minnesota, the centerline of said easement is described as follows:

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The sidelines of said easement shall be shortened or lengthened to terminate at said south right of way line of East Cottage Avenue.

