

**THIRD AMENDMENT TO LEASE FOR
COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER**

This THIRD AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER (this “Third Amendment”), dated as of the date last signed below, and effective as of October 1, 2021 (“Effective Date”), amends a certain LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER between:

Sprint Spectrum Realty Company, LLC, and Grand Rapids Public Utilities Commission,
a Delaware limited liability company, a Minnesota municipal corporation (“City”)
as successor-in-interest to Sprint Spectrum L.P.
(successor by merger with Northern PCS
Services, LLC, a Minnesota limited liability
Company) (“Tenant”)

dated July 18, 2001, as amended by a First Amendment to Lease for Communications Facility and Limited Use of Water Tower dated May 6, 2010, and as amended by a Second Amendment to Lease for Communications Facility and Limited Use of Water Tower Dated December 13, 2012 (collectively, the “Agreement”).

BACKGROUND

WHEREAS, the Agreement expired by its terms on September 30, 2021, and Tenant and City desire to retroactively extend the term of the Agreement and modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Tenant agree as follows:

1. Term. Paragraph 2 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Paragraph 2 to the contrary, the current term of this Agreement shall be deemed to have commenced on October 1, 2021, and will expire on September 30, 2026.

This Agreement will be automatically renewed for one (1) additional term of sixty (60) months (“Renewal Term”) commencing upon October 1, 2026. The Renewal Term will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise the option to City before expiration of the current term.

2. Rent. Paragraph 3 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Paragraph 3 to the contrary, effective October 1, 2021, base rent shall be paid in equal annual installments of Twenty-five Thousand Dollars (\$25,000.00), and shall continue during the term (until increased as set forth herein), partial years to be prorated, in advance (“Base Rent”). Thereafter, commencing on October 1, 2022, the Base Rent will be increased annually by three percent (3%) of the then current Base Rent. City acknowledges receipt of Base Rent for the current year of the current term in the amount of Twenty-five Thousand Dollars (\$25,000.00).

3. Notices. Paragraph 12 of the Agreement is amended by deleting the entire provision and substituting the following provision in its place:

“All notices, requests, demands or other communications with respect to this Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

City: Grand Rapids Public Utilities Commission
500 SE 4th Street
Grand Rapids, MN 55744

Tenant: Sprint Property Services
Sprint Site ID: A1O0273A/MS03NP240
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

With a mandatory copy to:
Sprint Law Department
Attn.: Real Estate Attorney
Sprint Site ID: A1O0273A/MS03NP240
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, KS 66251-2020”

4. Additional Terms and Conditions to this Third Amendment. City agrees to promptly execute and deliver to Tenant a recordable Memorandum of Amendment in the form of Attachment 1, attached.

5. General Terms and Conditions.

a. All capitalized terms used in this Third Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Third Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Third Amendment may be executed in duplicate counterparts, each of which will be deemed an original. For purposes of this Third Amendment, signatures by facsimile or electronic PDF shall be binding to the same extent as original signatures.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Third Amendment.

*** SIGNATURES ON FOLLOWING PAGE ***

The Parties have executed this Third Amendment as of the Effective Date.

City:
Grand Rapids Public Utilities Commission,
a Minnesota municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____
(Date must be completed)

Tenant:
Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

By: Hossein Sepehr

Printed Name: Hossein Sepehr

Title: Sr. Director, Engr. & Ops.

Date: 8-23-2022
(Date must be completed)



TMO Signatory Level : L06

ATTACHMENT 1

**FORM OF
MEMORANDUM OF AGREEMENT**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sprint Property Services
Sprint Site ID: A1O0273A/MS03NP240
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

[space above this line for Recorder's use]

**MEMORANDUM OF THIRD AMENDMENT TO LEASE FOR COMMUNICATIONS
FACILITY AND LIMITED USE OF WATER TOWER**

THIS MEMORANDUM OF THIRD AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER ("Memorandum"), evidences that an amendment ("Third Amendment") was made to Lease for Communications Facility and Limited Use of Water Tower dated July 18, 2001, as previously amended, by and between Grand Rapids Public Utilities Commission, a Minnesota municipal corporation ("City") and Sprint Spectrum Realty Company, LLC, successor-in-interest to Sprint Spectrum L.P. (successor by merger with Northern PCS Services, LLC, a Minnesota limited liability company) ("Tenant") ("Agreement").

The terms and conditions of the Agreement and Third Amendment are incorporated herein by reference.

The Agreement as amended provides in part that City leased to Tenant a certain site located at U.S. Route 169, City of Grand Rapids, County of Itasca, State of Minnesota and which is more particularly described on Exhibit A attached and incorporated herein by reference. The Third Amendment grants Tenant the option to extend the Agreement for one (1) additional sixty (60) month term after the expiration of the new initial sixty (60) month term which commenced on October 1, 2021.

All notices to Tenant must be sent via U.S. Postal Service certified mail, return receipt requested with all postage prepaid to:

Sprint Property Services
Sprint Site ID: A1O0273A/MS03NP240
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

With a mandatory copy to:
Sprint Law Department
Attn.: Real Estate Attorney
Sprint Site ID: A1O0273A/MS03NP240
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, KS 66251-2020

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year indicated below.

Tenant:

Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

By Hossein Sepehr

Printed Name Hossein Sepehr

Title Sr. Director, Engr. & Ops

Date 8-23-2022

STATE OF MINNESOTA) ss:
COUNTY OF HENNEPIN)

The foregoing instrument was (choose one) attested or acknowledged before me on August 23rd,
2022 by Hossein Sepehr, as Sr. Director ENGR & OPS of Sprint Spectrum Realty
Company, LLC, a Delaware limited liability company, on behalf of the company.

Susan Mae Streets
NOTARY PUBLIC



[Signature page 2 to Memorandum of Third Amendment to
Lease for Communications Facility and Limited Use of Water
Tower.]

City:
Grand Rapids Public Utilities Commission,
a Minnesota municipal corporation

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

STATE OF MINNESOTA) ss:
COUNTY OF _____)

The foregoing instrument was (choose one) attested or acknowledged before me on _____,
2022 by _____, as _____ of Grand Rapids Public
Utilities Commission, State of Minnesota, a Minnesota municipal corporation, on behalf of the corporation.

NOTARY PUBLIC

[Signature page 3 to Memorandum of Third Amendment to
Lease for Communications Facility and Limited Use of Water
Tower.]

EXHIBIT A

**TO MEMORANDUM OF THIRD AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND
LIMITED USE OF WATER TOWER**

Description of Property

A portion of certain real property located at U.S. Route 169, City of Grand Rapids, County of Itasca, State of Minnesota, described as follows:

Lots 11 & 12 Block 3, Crowder Addition
Grand Rapids, MN 55744