Cell Site Name: GRAND RAPIDS POKEGAMA AVENUE

Fixed Asset Number: 11652785

FIRST AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER (MIDDLE TOWER – NEW CINGULAR)

THIS FIRST AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER ("First Amendment"), dated as of the latter of the signature dates below (the "Effective Date"), is by and between:

Grand Rapids Public Utilities Commission, and State of Minnesota 500 Southeast 4th Street Grand Rapids, MN 55744 (hereinafter referred to as "City") New Cingular Wireless PCS, LLC, a Delaware limited liability company 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319 (hereinafter referred to as "Lessee").

WHEREAS, City (or its respective predecessor-in-interest) and Lessee (or its respective predecessor-in-interest) entered into a Lease for Communications Facility and Limited Use of Water Tower dated June 26, 2017, (the "Agreement"), whereby City leased to Lessee certain site ("Site"), therein described, that are a portion of the property ("Property") located at 10th Street SE, Grand Rapids, MN; and

WHEREAS, City and Lessee desire to amend the Agreement to increase the number of antenna that Lessee may install upon the Premises; and

WHEREAS, City and Lessee desire to amend the Agreement to modify the notice section thereof; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

- 1. <u>Lease of Premises</u>. Subject to prior compliance with all approval requirements and regulatory compliance terms of the Agreement, relating or pertaining to an increase in the number of antenna at the Premises, Lessor agrees to permit Lessee to increase the total number of antenna upon the Premises from a total of nine (9), to a total of twelve (12).
- 2. <u>Notices.</u> Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight

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courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LESSEE:

New Cingular Wireless PCS, LLC

Attn: Tower Asset Group – Lease Administration

Re: Cell Site #: MNL05016

Cell Site Name: GRAND RAPIDS POKEGAMA AVENUE (MN)

Fixed Asset #: 11652785 1025 Lenox Park Blvd NE

3rd Floor

Atlanta, GA 30319

With copy to:

New Cingular Wireless PCS, LLC

Attn: Legal Department - Network Operations

Re: Cell Site # MNL05016

Cell Site Name: GRAND RAPIDS POKEGAME AVENUE (MN)

Fixed Asset #: 11652785

208 S. Akard Street

Dallas, Texas, 75202-4206

If to City:

Grand Rapids Public Utilities Commission

500 SE 4th Street

Grand Rapids, MN 55744

With copy to:

City of Grand Rapids

420 North Pokegama Avenue Grand Rapids, MN 55744

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. <u>Unmanned Aircraft System.</u> If Lessee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, City hereby grants Lessee, or any UAS operator acting on Tenant's behalf, express permission, upon receipt of certified notification, to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Provided, however, that Lessee shall indemnify, hold harmless and defend

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City, its employees and agents from and against any claims, damages, losses and expenses, including (but not limited to) attorneys' fees, arising out of or resulting from the UAS use.

- 4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Without limitation to the generality of the foregoing, Lessee affirms that, prior to construction and installation of antennae, Lessee shall comply with all design and construction approvals, and all governmental approvals, as set forth in the Agreement, including, but not limited to, Sections 1, 4, 7, 13-14 of the Agreement. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
- 5. <u>Capitalized Terms</u>. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

	CITY: Grand Rapids Public Utilities Con State of Minnesota	mmission,
	By Julie Kennedy, General M	 Ianager
	Date	, 2023
CITY ACKNOWLEDGMENT:		
State of) SS: County of)		
County of)		
I certify that I know or have satisfactory evibefore me, and said person acknowledged that said person was authorized to execute the Manager of Grand Rapids Public Utilities C voluntary act of such party for the uses and party fo	nat said person signed this instrume the instrument and acknowledged it commission, State of Minnesota, to purposes mentioned in the instrum	ent, on oath stated as the General be the free and
	(Signature of Notary	
	(Legibly Print or Stamp Name of	Notary)
[Notary Seal]	Notary Public in and for the State	of
	My appointment expires:	
[See additional signature page.]		

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Fixed Asset Number: 11652785

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

Communications I acmity and Emite	a ose of water fower.
	LESSEE New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
	By Manager Print Name: Andrew Sackreiter Title: Dicector
LESSEE ACKNOWLEDGMENT:	Date: 9-19, 2023
State of Minnesota))SS: County of Ransey)	
Said person acknowledged that said pwas authorized to execute the instruction of New Cingular Wireless PCS, LLC	is the person who appeared before me, and person signed this instrument, on oath stated that said person
Dated: <u>September 19</u> , 2023	(Signature of Notary
	(Legibly Print or Stamp Name of Notary)
Notary Seal]	Notary Public in and for the State of Mynossta My appointment expires: 1/31/2027
SHANNON B. LENERS	

MINNESOTA My Commission Expires Jan. 31, 2027