

Prepared by and upon recording
please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attention: Frank J. Boucek, Esq.
Site Name: MN03 Hale Lake
MDG: 5000257819

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

This Amendment to Memorandum of Lease for Communications Facility and Limited Use of Water Tower Agreement is made this ____ day of _____, 202__, between Grand Rapids Public Utilities Commission with principal offices located at 500 Southeast 4th Street, Grand Rapids, Minnesota 55744 (“Lessor”), and Rural Cellular Corporation d/b/a Verizon Wireless (“Lessee”), with its principal offices at One Verizon Way, Mailstop 4AW100, Basking Ridge, NJ 07920 (the “Amended Memorandum”).

Whereas, Lessor and Lessee entered into a Lease for Communications Facility and Limited Use of Water Tower Agreement on August 18, 2014 (“Lease”), that is in full force and effect and provides for the installation and operation of Lessee’s communication facility and placement of antennas on the water tower (“Tower”) owned by Lessor and ancillary equipment at real property located at 936 Northwest 6th Avenue, Grand Rapids, Minnesota (“Property”); and

Whereas, Lessor and Lessee executed a Memorandum of Lease for Communications Facility and Limited Use of Water Tower Agreement recorded August 28, 2014 as document number A000687137 in Itasca County, Minnesota (“Memorandum”); and

Whereas, Lessor and Lessee have entered into a First Amendment to Lease for Communications Facility and Limited Use of Water Tower Agreement (“Amendment”) in order to extend the term of the Lease; and

Whereas, Lessor and Lessee wish to amend the Memorandum to document the extension of the Lease term; and

Whereas, it is now the intention of Lessor and Lessee to enter into this Amended Memorandum providing the following:

1. Commencing on September 1, 2024, the term of the Lease shall be extended for five years ending on August 31, 2029, with one, five-year renewal option commencing on September 1, 2029 and ending on August 31, 2034.
2. The terms, covenants and provisions of the Lease, the terms of which are hereby incorporated by reference into this Amended Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Lessor and Lessee have caused this Amendment to Memorandum of Lease for Communications Facility and Limited Use of Water Tower Agreement to be duly executed on the date first written hereinabove.

LESSOR:

Grand Rapids Public Utilities Commission

By: _____
Name: _____
Its: _____
Date: _____

LESSEE:

**Rural Cellular Corporation d/b/a Verizon
Wireless**

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public for said County and State, do hereby certify that _____, personally came before me this day and acknowledged that he executed the foregoing Amendment to Memorandum of Lease for Communications Facility and Limited Use of Water Tower Agreement as his own act and deed.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20 ____

Notary Public

My Commission Expires:

State of _____)
) ss.
County of _____)

On _____, 20____, before me, _____, notary public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

Exhibit A
(Legal Description)

The West Half (W ½) of Lot Three (3), and all of Lots Four (4) and Nine (9), Block Four (4), Houghton's Addition to Grand Rapids and the South ½ of that part of vacated Lake Avenue lying North and Adjacent to the West ½ of Lot 3, Block 4 and that part of vacated Lake Avenue lying between Lots 4 and 9, Block 4.

All of Lots 10-12, Block 3, All of Lots 1-2, Block 4, East ½ of Lot 3, Block 4 and the South ½ of that part of vacated Lake Avenue lying North and Adjacent to Lots 1-2 and the East ½ of Lot 3, Block 4.