

**Market: Northern Plains (MN)**  
**Cell Site No.: MNL05016**  
**Cell Site Name: GRAND RAPIDS POKEGAMA AVENUE**  
**Fixed Asset Number: 11652785**

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

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

Grand Rapids Public Utilities Commission, State of Minnesota 500 Southeast 4th Street Grand Rapids, MN 55744 (hereinafter referred to as " <b>City</b> ")	and	New Cingular Wireless PCS, LLC, a Delaware limited liability company 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319 (hereinafter referred to as " <b>Lessee</b> ").
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WHEREAS, City and Lessee entered into a Lease for Communications Facility and Limited Use of Water Tower dated June 26, 2017, as amended by a First Amendment To Lease For Communications Facility and Limited Use of Water Tower dated October 24, 2023, (collectively, the "**Agreement**"), whereby City leased to Lessee a certain site ("**Site**"), therein described, that is a portion of the property ("**Property**") located at 10<sup>th</sup> Street SE, Grand Rapids, MN; and

WHEREAS, City and Lessee desire to amend the Agreement term; 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. Lease Term Extension. The term of the Agreement shall be amended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**"), commencing on January 10, 2028 ("**New Initial Term Commencement Date**"). Thereafter, the Agreement will be automatically renewed for an additional term of five (5) years (the "**Additional Renewal Term**"), upon the same terms and conditions of the Agreement, unless Lessee notifies City in writing of Lessee's intention not to renew the Agreement at least thirty (30) days prior to the expiration of the New Initial Term. If Lessee remains in possession of the Premises at the expiration of this Agreement without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Agreement.
2. Notices. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

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NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices to Lessee:

- a. To Lessee's Lease Administration Department at NoticeIntake@att.com; and
- b. To Lessee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: MNL05016; Cell Site Name: Grand Rapids Pokegama Avenue (MN)  
Fixed Asset #: 11652785  
208 Akard Street  
Dallas, TX 75202-4206

For Notices to City:

To City's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier as permitted by Minnesota Rules, postage prepaid:

Grand Rapids Public Utilities Commission  
State of Minnesota  
500 Southeast 4<sup>th</sup> Street  
Grand Rapids, MN 55744

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein. Notices to City may be sent by First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier as permitted by Minnesota Rules, only. Email service is not permitted upon the City.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

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4. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.
  
5. Execution. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON PAGES 3 AND 4]

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

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

CITY:  
Grand Rapids Public Utilities Commission,  
State of Minnesota

By \_\_\_\_\_  
Julie Kennedy, General Manager

Date \_\_\_\_\_, 2026

[See additional signature page.]

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[Signature page 4 to Second Amendment to Lease for Communications Facility and Limited Use of Water Tower.]

LESSEE  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: Signed by:  
*Andy Sackreiter*  
\_\_\_\_\_

Print Name: Andy Sackreiter

Title: Director

Date: 2/11/2026