

**CITY OF MINNETRISTA
CITY COUNCIL AGENDA ITEM**



Subject: Request to Approve the Second Amendment to Water Tower Lease with T-Mobile Central LLC (Site No. A1P0929A)

Prepared By: Paula Bauman, Assistant City Administrator

Meeting Date: Monday, October 5, 2026

Background: T-Mobile Central LLC (“T-Mobile”) leases space on the City’s water tower at 5890 Sunnyfield Road for a telecommunications facility under a Water Tower Lease dated August 7, 2006, as amended by a First Amendment dated November 9, 2012. T-Mobile has proposed a Second Amendment to continue its tenancy. The key terms of the proposed Second Amendment are:

- The lease term is extended for five years, from January 1, 2028 through December 31, 2032.
- T-Mobile has the right to extend the lease for five additional five-year renewal terms. The lease renews automatically unless T-Mobile gives the City written notice of its intent not to renew at least 30 days before the current term expires.
- If T-Mobile remains in possession after the lease expires without a written agreement, the tenancy is month-to-month on the same terms.
- All other terms of the Lease remain in full force and effect.

Summary: Approval of the Second Amendment would allow T-Mobile’s existing facility to remain on the water tower through December 31, 2032, with the option to renew for up to five additional five-year terms. Staff recommends that the City Council approve the Second Amendment to Water Tower Lease with T-Mobile Central LLC.

Attachments:

- Proposed Second Amendment to Water Tower Lease (Site No. A1P0929A)

Mission Statement:

The City of Minnetrista will deliver quality services in a cost-effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

SECOND AMENDMENT TO WATER TOWER LEASE

This Second Amendment to Water Tower Lease ("**Amendment**") is made effective as of the date last signed below ("**Effective Date**") by and between T-Mobile Central LLC, ("**Tenant**"), and City of Minnetrista ("**City**"). City and Tenant are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, City and Tenant entered into that certain Water Tower Lease dated August 7, 2006, as amended by that First Amendment to Water Tower Lease dated November 9, 2012 ("First Amendment") (the "**Lease**"), pursuant to which Tenant is leasing space for a telecommunications facility at 5890 Sunnyfield Rd, Minnetrista, MN 55364 (as more fully described in the Lease, the "**Premises**"). Tenant and City now wish to further amend the Lease as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Lease.
2. Beginning at midnight on January 1, 2028 (the "**Commencement Date**") the term of the Lease is hereby extended for a period of five (5) years ending on December 31, 2032 (the "**Current Term**"), and Tenant shall have the right to extend this Lease for five (5) additional five-year terms (each, a "**Renewal Term**"), respectively, on the same terms and conditions as set forth in the Lease except as amended. The Lease shall automatically renew for each Renewal Term unless Tenant notifies City, in writing, of Tenant's intention not to renew the Lease at least thirty (30) days prior to the expiration of the immediately preceding Current Term or Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended.
3. Each person signing this Amendment on behalf of City or Tenant represents that he or she is duly authorized to sign this Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Lease and this Amendment, this Amendment shall prevail.
4. City warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to City's execution of this First

Amendment, or if any such third party consent or approval is required, City has obtained any and all such consents or approvals.

5. The Lease remains in full force and effect as amended by this Amendment and is hereby ratified and confirmed by the Parties.

6. This 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 Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

Tenant:

T-Mobile Central LLC

By: _____

Name: _____

Title: _____

Date: _____

City:

City of Minnetrista

By: _____

Name: _____

Title: _____

Date: _____