

## **FIRST AMENDMENT TO SITE AGREEMENT**

This First Amendment to Site Agreement (“**Amendment**”) is made effective as of the date last signed below (“**Effective Date**”) by and between T-Mobile Central, LLC, successor-in-interest to APT Minneapolis, Inc. (“**APT or Tenant**”), and City of Lake Elmo (“**Owner**”). Owner and Tenant are collectively referred to herein as the “**Parties**.”

### **RECITALS**

WHEREAS, Owner’s and Tenant’s predecessors in interest entered into that certain Site Agreement effective March 21, 2000, (collectively, the “**Agreement**”), pursuant to which Tenant is leasing space for a telecommunications facility at 3303 Langley Court (as more fully described in the Agreement, the “**Leased Premises**”). Tenant and Owner now wish to further amend the Agreement 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 Agreement.
2. The term of the Agreement is hereby extended to midnight on December 31, 2024 (the “**Current Term**”), and Tenant shall have the right to extend this Agreement for three (3) months (the “**Renewal Term**”), respectively, on the same terms and conditions as set forth in the Agreement except as amended. The Agreement shall automatically renew for the Renewal Term. Prior to the expiration of the Renewal Term, Tenant shall remove its antennas, radios, TMAs and cables from the water tank. Tenant’s ground equipment shall remain in place during the Renewal Term.
3. Rent for the Renewal Term shall be a one-time fee of Five Thousand Six Hundred Sixteen Dollars (\$5,616.00). Rent for the Renewal Term shall be paid within 30 days of the Effective Date.
4. Tenant’s addresses for notice purposes are hereby replaced with the following:  
  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance/Site No. A1N0510A
5. Each person signing this Amendment on behalf of Owner 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 Agreement and this Amendment, this Amendment shall prevail.

6. Owner warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Owner's execution of this First Amendment, or if any such third party consent or approval is required, Owner has obtained any and all such consents or approvals.

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

8. 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

Owner:

City of Lake Elmo

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_