

FOR BOARD ACTION

Agenda Item # 7

Meeting Date:

1/29/13

SUBJECT: Amendments to Seven T-Mobile Antenna Site Agreements

PREPARED BY: Doug Rovang, Senior Civil Engineer

ITEM DESCRIPTION:

T-Mobile Central, LLC, is proposing to upgrade seven (7) of its nine (9) sites to 4G wireless capability. Proposed Amendments to the Site Agreements listed below have been received from T-Mobile.

Golden Hill Water Tower Site (A1Q0080A): Site Agreement dated March 1, 2000 (500 23rd Street SW)

Northern Heights Standpipe Site (A1Q0152A): Site Agreement dated October 1, 2008 (1206 Northern Heights Drive NE)

John Adams Water Tower Site (A1Q0431A): Site Agreement dated November 22, 2006 (3110 18th Avenue NW)

Saint Marys Water Tower Site (A1Q0501A): Site Agreement dated March 1, 2000 (901 4th St SW)

Country Club Manor Water Tower Site (A1Q0614A): Site Agreement dated October 1, 2008 (4403 Meadow Lakes Drive NW)

North Park Water Tower Site (A1Q0765A): Site Agreement dated February 2, 2005 (6380 Fairway Drive NW)

Rose Harbor Water Tower Site A1Q0800A): Site Agreement dated March 23, 2006 (3213 Harbor Heights Ct SE)

The proposed Amendments would accomplish the following:

- 1) Upgrade the listing of T-Mobile equipment allowed to be installed at each water storage tank site (which would increase the number of physical antennas on the top of the most of the tanks, but would reduce the number of cables extending from the ground up through the internal dry riser to the top of the tanks);
- 2) Update the annual rental amount at each site to reflect the equipment (antenna equivalents) to be installed at the seven (7) sites. Current and proposed 2013 rate information for each site is shown below:

	<u>Current 2013 Annual Site Rent</u>	<u>Proposed 2013 Annual Site Rent*</u>
<u>Golden Hill Water Tower Site:</u>	\$11,814.02 + CPI-U adjustment	\$18,089.00
<u>Northern Heights Water Tower Site:</u>	\$16,493.22 + CPI-U adjustment	\$18,089.00
<u>John Adams Water Tower Site:</u>	\$16,493.22 + CPI-U adjustment	\$18,089.00
<u>Saint Marys Water Tower Site:</u>	\$18,564.87 + CPI-U adjustment	\$18,972.00
<u>Country Club Water Tower Site:</u>	\$16,493.22 + CPI-U adjustment	\$18,089.00
<u>North Park Water Tower Site:</u>	\$16,493.35 + CPI-U adjustment	\$18,089.00
<u>Rose Harbor Water Tower Site:</u>	\$16,493.22 + CPI-U adjustment	\$18,089.00

*Prorated new rent to begin when construction at each site begins during 2013.

Rent thereafter would be adjusted annually based on the corresponding change in the CPI-U.


General Manager

1-29-13
Date

ROCHESTER PUBLIC UTILITIES

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- 3) Establishes a new "initial" term for each of the seven (7) T-Mobile Site Agreements which would extend from January 1, 2013, to December 31, 2020. (The current 5-year period termination dates for the seven Site Agreements range from 2012 to 2016.)
- 4) T-Mobile would have the right to terminate the Site Agreement at the end of the new "initial" term, and at the end of the succeeding five-year terms by providing such notice at least 90 days prior to the expiration of the five-year period. RPU (the City) is required to provide no less than 360 days notice of non-renewal.

RPU staff will provide additional information related to the method used to determine Site Agreement rent amounts.

The terms and conditions of the proposed Amendments have been reviewed by the City Attorney.

UTILITY BOARD ACTION REQUESTED:

Management recommends the Utility Board approve the seven (7) proposed Amendments to the above-listed T-Mobile Central, LLC Site Agreements, and request the Mayor and City Clerk to execute the Amendments.

General Manager

Date

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("Amendment") is made and entered into by and between the City of Rochester, a Minnesota Municipal Corporation ("CITY") and T-Mobile Central LLC, a Delaware limited liability company ("LESSEE") this _____ day of _____, 2013.

Recitals

The parties hereto recite, declare and agree as follows:

- A. CITY and LESSEE (or as applicable, LESSEE's predecessors in interest, APT Minneapolis, Inc. and VoiceStream Minneapolis, Inc.) entered into the following Site Agreement (the "Agreement"):

Golden Hill Water Tower Site (A1Q0080A): Site Agreement dated March 1, 2000, with respect to Leased Premises located at 500 23rd Street SW, Rochester, Minnesota

- B. CITY and LESSEE desire to enter into this Amendment in order to modify and amend certain provisions of the above Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and LESSEE covenant and agree as follows:

1. Effective with the signing of this Amendment, Paragraphs 1 "PROPERTY", 2 "TERM", 3 "OPTION TERMS" and 4 "RENT" of the Agreement will be deleted in their entirety and replaced with the following:

1. PROPERTY. The property interests hereby leased (collectively, the "Leased Premises) and granted by CITY include the following:

Golden Hill Water Tower Site (Site A1Q0080A): Located at 500 23rd St SW, Rochester, Minnesota. Real property comprised of approximately one-hundred-eighty-five (185) square feet of land, water tower ("Structure") exterior space for attachment of up to thirty (30) antenna equivalents (six quad-port and three dual-port antennas), space required for six (6) coax cable runs (not to exceed 2" diameter), and two (2) 1- 1/4" hybrid cable runs to connect equipment and antennas, non-exclusive easements required to run utility lines/cables, a non-exclusive easement across CITY's Property (hereinafter defined) for access in or upon the CITY's real property ("CITY's Property"). CITY's Property is legally described and Leased Premises are shown in relationship to CITY's Property in Exhibit A attached hereto, and the locations

of the equipment and antennas on the Structure are depicted in Exhibit B attached hereto, which exhibits replace Exhibit A and Exhibit B to the March 1, 2000 Agreement, respectively. All existing unused LESSEE coax cables extending between ground and the top of the tower are to be removed. (An "antenna equivalent" is defined as follows: a single transmit/receive antenna, a single transmit antenna, or a single receive antenna is considered an antenna equivalent. For example, a dual-port antenna is two antenna equivalents, a triple-port antenna is three antenna equivalents, and a quad-port antenna is four antenna equivalents.)

2. **TERM.** The new initial term of this Agreement shall begin on January 1, 2013, and shall terminate on December 31, 2020 ("New Initial Term").
3. **OPTION TERMS.** Following the expiration of the New Initial Term, LESSEE may extend the term of the Agreement for three (3) additional five (5) year option periods (each an "Option Period"). Unless (a) CITY delivers to LESSEE written notice of non-renewal to LESSEE no later than Three Hundred Sixty (360) days prior to the expiration of the New Initial Term or applicable Option Period, or (b) LESSEE gives CITY written notice of its intention not to extend at least Ninety (90) days prior to the expiration of the New Initial Term or applicable Option Period, the applicable Option Period shall be deemed effective.
4. **RENT.** LESSEE shall pay City initial 2013 rent in accordance with the original Agreement. At such time during 2013 as RPU gives LESSEE permission to access the site for the purpose of constructing the above-described upgrade, LESSEE shall pay CITY the pro-rated remainder of the agreed-to 2013 rent of \$18,089.00. CITY will issue an invoice for each subsequent year's rent on or about March 1 based on the agreed-to \$18,089.00 2013 rent. The rental year shall run from January 1 to December 31 of each year and rent for each year will be due on or before January 1 of such year. The rental amount shall be adjusted annually based on the Consumer Price Index for All Urban Customers (CPI-U). CITY acknowledges receipt of all rents due and owing under the Agreement through December 31, 2012.

2. LESSEE's notice addresses in the Agreement are deleted in their entirety and replaced with the following:

If to LESSEE:

T-Mobile Central LLC
12920 SE 38th Street Bellevue, WA 98006
Attn: Lease Compliance/Site #A1Q0080A

3. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.
4. CITY represents and warrants to LESSEE that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, CITY has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

CITY:

City of Rochester, a Minnesota municipal corporation

By: _____

Print Name: _____

Its: Mayor

[MUNICIPAL SEAL]

Attest: _____

Print Name: _____

Its: City Clerk

Approved as to Form: _____

Print Name: _____

Its: City Attorney

By: _____

Print Name: _____

Its: General Manager, Rochester Public Utilities

Address: City of Rochester
c/o Rochester Public Utilities
4000 East River Road NE
Rochester, MN 55905
Phone: (507) 280-1510

Federal Tax ID No.: 41-6005494

STATE OF MINNESOTA)

)SS

COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by

and _____, the Mayor, City Clerk, City Attorney and Rochester Public Utilities General Manager, respectively, of the City of Rochester, a Minnesota municipal corporation, on behalf of the corporation.

[seal]

Notary Public

My commission expires _____

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

LESSEE:

T-Mobile Central LLC
A Delaware limited liability company

By: Hossein Sepehr
Name: Hossein Sepehr

Its: Area Director, Engineering and Operations

Address: T-Mobile Central LLC
8000 W. 78th Street Suite 400
Edina, MN 55439

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on the 23rd day of January, 2013, by Hossein Sepehr, the Area Director of Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, on behalf of the limited liability company.

[seal]



Susan Mae Streets
Notary Public
My commission expires 1-31-2015

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("Amendment") is made and entered into by and between the City of Rochester, a Minnesota Municipal Corporation ("CITY") and T-Mobile Central LLC, a Delaware limited liability company ("LESSEE") this _____ day of _____, 2013.

Recitals

The parties hereto recite, declare and agree as follows:

- A. CITY and LESSEE (or as applicable, LESSEE's predecessors in interest, APT Minneapolis, Inc. and VoiceStream Minneapolis, Inc.) entered into the following Site Agreement (the "Agreement"):

Northern Heights Standpipe Site (A1Q0152A): Site Agreement dated October 1, 2008, with respect to Leased Premises located at 1206 Northern Heights Drive NE, Rochester, Minnesota

- B. CITY and LESSEE desire to enter into this Amendment in order to modify and amend certain provisions of the above Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and LESSEE covenant and agree as follows:

1. Effective with the signing of this Amendment, Paragraphs 1 "PROPERTY", 2 "TERM", 3 "OPTION TERMS" and 4 "RENT" of the October 1, 2008 Agreement for the Northern Heights Standpipe Site will be deleted in their entirety and replaced with the following:

1. PROPERTY. The property interests hereby leased (collectively, the "Leased Premises") and granted by CITY include the following:

Northern Heights Standpipe Site (Site A1Q0152A): Located at 1206 Northern Heights Drive NE., Rochester, Minnesota. Real property comprised of approximately three-hundred (300) square feet of exterior land space, water tower ("Structure") exterior space for attachment of up to twenty-four (24) antenna equivalents (six quad-port antennas), space required for eleven (11) coax cable runs, and one (1) vertical 1- 1/4" hybrid cable run splitting into two (2) 7/8" cable runs at the top of the standpipe to connect equipment and antennas, non-exclusive easements required to run utility lines/cables, a non-exclusive easement across CITY's Property (hereinafter defined) for access in or upon the CITY's real property ("CITY's Property"). CITY's Property is legally described and Leased Premises are shown in relationship to CITY's Property in Exhibit "A-1" attached hereto, and the locations of the

equipment and antennas on the Structure are depicted in Exhibit "B-1" attached hereto, which exhibits replace Exhibit A and Exhibit B to the October 1, 2008 Agreement, respectively. All exterior cables installed below the top of the standpipe shall be painted the same color as the standpipe. All existing unused LESSEE coax cables extending between ground and the top of the standpipe are to be removed. (An "antenna equivalent" is defined as follows: a single transmit/receive antenna, a single transmit antenna, or a single receive antenna is considered an antenna equivalent. For example, a dual-port antenna is two antenna equivalents, a triple-port antenna is three antenna equivalents, and a quad-port antenna is four antenna equivalents.) Agreement will be deleted in their entirety and replaced with the following:

2. TERM. The new initial term of this Agreement shall begin on January 1, 2013, and shall terminate on December 31, 2020 ("New Initial Term").
 3. OPTION TERMS. Following the expiration of the New Initial Term, LESSEE may extend the term of the Agreement for three (3) additional five (5) year option periods (each an "Option Period"). Unless (a) CITY delivers to LESSEE written notice of non-renewal to LESSEE no later than Three Hundred Sixty (360) days prior to the expiration of the New Initial Term or applicable Option Period, or (b) LESSEE gives CITY written notice of its intention not to extend at least Ninety (90) days prior to the expiration of the New Initial Term or applicable Option Period, the applicable Option Period shall be deemed effective.
 4. RENT. LESSEE shall pay City initial 2013 rent in accordance with the original Agreement. At such time during 2013 as RPU gives LESSEE permission to access the site for the purpose of constructing the above-described upgrade, LESSEE shall pay CITY the pro-rated remainder of the agreed-to 2013 rent of \$18,089.00. CITY will issue an invoice for each subsequent year's rent on or about March 1 based on the agreed-to \$18,089.00 2013 rent. The rental year shall run from January 1 to December 31 of each year and rent for each year will be due on or before January 1 of such year. The rental amount shall be adjusted annually based on the Consumer Price Index for All Urban Customers (CPI-U). CITY acknowledges receipt of all rents due and owing under the Agreement through December 31, 2012.
2. LESSEE's notice addresses in the Agreement are deleted in their entirety and replaced with the following:

If to LESSEE:

T-Mobile Central LLC
12920 SE 38th Street Bellevue, WA 98006
Attn: Lease Compliance/Site #A1Q0152A

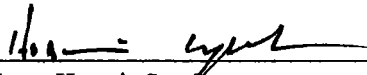
3. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.
4. CITY represents and warrants to LESSEE that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, CITY has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

LESSEE:

T-Mobile Central LLC
A Delaware limited liability company

By: 
Name: Hossein Sepehr

Its: Area Director, Engineering and Operations

Address: T-Mobile Central LLC
8000 W. 78th Street
Suite 400
Edina, MN 55439

STATE OF MINNESOTA)

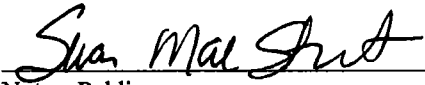
)SS

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on the 23rd day of January, 2013, by Hossein Sepehr, the Area Director of Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, on behalf of the limited liability company.

[seal]




Notary Public
My commission expires 1-31-2015

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("Amendment") is made and entered into by and between the City of Rochester, a Minnesota Municipal Corporation ("CITY") and T-Mobile Central LLC, a Delaware limited liability company ("LESSEE") this _____ day of _____, 2013.

Recitals

The parties hereto recite, declare and agree as follows:

- A. CITY and LESSEE (or as applicable, LESSEE's predecessors in interest, APT Minneapolis, Inc. and VoiceStream Minneapolis, Inc.) entered into the following Site Agreement (the "Agreement"):

John Adams Water Tower Site (A1Q0431H): Site Agreement dated November 22, 2006, with respect to Leased Premises located at 3110 18th Avenue NW, Rochester, Minnesota

- B. CITY and LESSEE desire to enter into this Amendment in order to modify and amend certain provisions of the above Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and LESSEE covenant and agree as follows:

1. Effective with the signing of this Amendment, Paragraphs 1 "PROPERTY", 2 "TERM", 3 "OPTION TERMS" and 4 "RENT" of the November 22, 2006 Agreement will be deleted in their entirety and replaced with the following:

1. PROPERTY. The property interests hereby leased (collectively, the "Leased Premises) and granted by CITY include the following:

John Adams Water Tower Site (A1Q0431H): Located at 3110 18th Avenue NW, Rochester, Minnesota. Real property comprised of sufficient land space to locate an approximate ten (10) foot by twelve (12) foot single story equipment enclosure, water tower ("Structure") exterior space below the water tower storage ball for attachment of up to thirty (30) antenna equivalents (six quad-port and three dual-port antennas), space required for ten (10) coax cable runs (not to exceed 7/8" diameter), and one (1) 1-1/4" and one (1) 7/8" hybrid cable runs to connect equipment and antennas, non-exclusive easements required to run utility lines/cables, a non-exclusive easement across CITY's Property (hereinafter defined) for access in or upon the CITY's real property ("CITY's Property"). CITY's Property is legally described and Leased Premises

are shown in relationship to CITY's Property in Exhibit "A" attached hereto, and the locations of the equipment and antennas on the Structure are depicted in Exhibit "B" attached hereto, which exhibits replace Exhibit A and Exhibit B to the November 22, 2006 Agreement, respectively. All exterior cables installed below the top of the tower shall be painted the same color as the tower. All existing unused LESSEE coax cables extending between ground and the antenna installation below the water tower storage ball are to be removed. (An "antenna equivalent" is defined as follows: a single transmit/receive antenna, a single transmit antenna, or a single receive antenna is considered an antenna equivalent. For example, a dual-port antenna is two antenna equivalents, a triple-port antenna is three antenna equivalents and a quad-port antenna is four antenna equivalents.)

2. TERM. The new initial term of this Agreement shall begin on January 1, 2013, and shall terminate on December 31, 2020 ("New Initial Term").
 3. OPTION TERMS. Following the expiration of the New Initial Term, LESSEE may extend the term of the Agreement for three (3) additional five (5) year option periods (each an "Option Period"). Unless (a) CITY delivers to LESSEE written notice of non-renewal to LESSEE no later than Three Hundred Sixty (360) days prior to the expiration of the New Initial Term or applicable Option Period, or (b) LESSEE gives CITY written notice of its intention not to extend at least Ninety (90) days prior to the expiration of the New Initial Term or applicable Option Period, the applicable Option Period shall be deemed effective.
 4. RENT. LESSEE shall pay City initial 2013 rent in accordance with the original Agreement. At such time during 2013 as RPU gives LESSEE permission to access the site for the purpose of constructing the above-described upgrade, LESSEE shall pay CITY the pro-rated remainder of the agreed-to 2013 rent of \$18,089.00. CITY will issue an invoice for each subsequent year's rent on or about March 1 based on the agreed-to \$18,089.00 2013 rent. The rental year shall run from January 1 to December 31 of each year and rent for each year will be due on or before January 1 of such year. The rental amount shall be adjusted annually based on the Consumer Price Index for All Urban Customers (CPI-U). CITY acknowledges receipt of all rents due and owing under the Agreement through December 31, 2012.
2. LESSEE's notice addresses in the Agreement are deleted in their entirety and replaced with the following:

If to LESSEE:

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site #A1Q0431H

3. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.
4. CITY represents and warrants to LESSEE that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, CITY has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

CITY:

City of Rochester, a Minnesota municipal corporation

By: _____

Print Name: _____

Its: Mayor

[MUNICIPAL SEAL]

Attest: _____

Print Name: _____

Its: City Clerk

Approved as to Form: _____

Print Name: _____

Its: City Attorney

By: _____

Print Name: _____

Its: General Manager, Rochester Public Utilities

Address: City of Rochester
c/o Rochester Public Utilities
4000 East River Road NE
Rochester, MN 55905
Phone: (507) 280-1510

Federal Tax ID No.: 41-6005494

STATE OF MINNESOTA)

)SS

COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by

_____,
and _____, the Mayor, City Clerk, City Attorney and Rochester Public Utilities General
Manager, respectively, of the City of Rochester, a Minnesota municipal corporation, on behalf of the corporation.

[seal]

Notary Public

My commission expires _____

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

LESSEE:

T-Mobile Central LLC
A Delaware limited liability company

By: Hossein Sepehr
Name: Hossein Sepehr

Its: Area Director, Engineering and
Operations

Address: T-Mobile Central LLC
8000 W. 78th Street
Suite 400
Edina, MN 55439

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on the 23rd day of January, 2013, by Hossein Sepehr, the Area Director of Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, on behalf of the limited liability company.

[seal]



Susan Mae Streets
Notary Public
My commission expires 1-31-2015

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("Amendment") is made and entered into by and between the City of Rochester, a Minnesota Municipal Corporation ("CITY") and T-Mobile Central LLC, a Delaware limited liability company ("LESSEE") this _____ day of _____, 2013.

Recitals

The parties hereto recite, declare and agree as follows:

- A. CITY and LESSEE (or as applicable, LESSEE's predecessors in interest, APT Minneapolis, Inc. and VoiceStream Minneapolis, Inc.) entered into the following Site Agreement (the "Agreement"):

Saint Mary's Concrete Tower Site (A1Q0501A): Site Agreement dated March 1, 2000, with respect to Leased Premises located at 901 4th St. SW, Rochester, Minnesota

- B. CITY and LESSEE desire to enter into this Amendment in order to modify and amend certain provisions of the above Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and LESSEE covenant and agree as follows:

1. Effective with the signing of this Amendment, Paragraphs 1 "PROPERTY", 2 "TERM", 3 "OPTION TERMS" and 4 "RENT" of the March 1, 2000 Agreement for the St. Mary's Concrete Tower Site will be deleted in their entirety and replaced with the following:

1. PROPERTY. The property interests hereby leased (collectively, the "Leased Premises") and granted by CITY include the following:

Saint Mary's Concrete Tower Site (Site A1Q0501A): Located at 901 4th Street SW, Rochester, Minnesota. Real property comprised of approximately one-hundred (100) square feet of interior space within the tower for equipment, water tower ("Structure") exterior space for attachment of up to 30 antenna equivalents (six quad-port and three dual-port antennas), space required for eleven (11) coax cable runs (not to exceed 2" diameter), and one (1) vertical 7/8" hybrid cable run splitting into two (2) 7/8" cable runs at the top of the tower to connect equipment and antennas, non-exclusive easements required to run utility lines/cables, a non-exclusive easement across CITY's Property (hereinafter defined) for access in or upon the CITY's real property ("CITY's Property"). CITY's Property is legally described and Leased Premises are shown in relationship to CITY's Property in Exhibit "A" attached

hereto, and the locations of the equipment and antennas on the Structure are depicted in Exhibit "B" attached hereto, which exhibits replace Exhibit A and Exhibit B to the March 1, 2000 Agreement, respectively. All existing unused LESSEE coax cables extending between ground and the top of the tower are to be removed. (An "antenna equivalent" is defined as follows: a single transmit/receive antenna, a single transmit antenna, or a single receive antenna is considered an antenna equivalent. For example, a dual-port antenna is two antenna equivalents, a triple- port antenna is three antenna equivalents and a quad-port antenna is four antenna equivalents.)

2. TERM. The new initial term of this Agreement shall begin on January 1, 2013, and shall terminate on December 31, 2020 ("New Initial Term").
3. OPTION TERMS. Following the expiration of the New Initial Term, LESSEE may extend the term of the Agreement for three (3) additional five (5) year option periods (each an "Option Period"). Unless (a) CITY delivers to LESSEE written notice of non-renewal to LESSEE no later than Three Hundred Sixty (360) days prior to the expiration of the New Initial Term or applicable Option Period, or (b) LESSEE gives CITY written notice of its intention not to extend at least Ninety (90) days prior to the expiration of the New Initial Term or applicable Option Period, the applicable Option Period shall be deemed effective.
4. RENT. LESSEE shall pay City initial 2013 rent in accordance with the original Agreement. At such time during 2013 as RPU gives LESSEE permission to access the site for the purpose of constructing theabove-described upgrade, LESSEE shall pay CITY the pro-rated remainder of the agreed-to 2013 rent of \$18,972.00. CITY will issue an invoice for each subsequent year's rent on or about March 1 based on the agreed-to \$18,972.00 2013 rent. The rental year shall run from January 1 to December 31 of each year and rent for each year will be due on or before January 1 of such year. The rental amount shall be adjusted annually based on the Consumer Price Index for All Urban Customers (CPI-U). CITY acknowledges receipt of all rents due and owing under the Agreement through December 31, 2012.

2. LESSEE's notice addresses in the Agreement are deleted in their entirety and replaced with the following:

If to LESSEE:

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site #A1Q0501A

3. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.
4. CITY represents and warrants to LESSEE that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, CITY has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

CITY:

City of Rochester, a Minnesota municipal corporation

By: _____

Print Name: _____

Its: Mayor

[MUNICIPAL SEAL]

Attest: _____

Print Name: _____

Its: City Clerk

Approved as to Form: _____

Print Name: _____

Its: City Attorney

By: _____

Print Name: _____

Its: General Manager, Rochester Public Utilities

Address: City of Rochester
c/o Rochester Public Utilities
4000 East River Road NE
Rochester, MN 55905
Phone: (507) 280-1510

Federal Tax ID No.: 41-6005494

STATE OF MINNESOTA)

)SS

COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by

_____, _____,
and _____, the Mayor, City Clerk, City Attorney and Rochester Public Utilities General
Manager, respectively, of the City of Rochester, a Minnesota municipal corporation, on behalf of the corporation.

[seal]

Notary Public

My commission expires _____

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

LESSEE:

T-Mobile Central LLC
A Delaware limited liability company

By: Hossein Sepehr
Name: Hossein Sepehr

Its: Area Director, Engineering and Operations

Address: T-Mobile Central LLC
8000 W. 78th Street
Suite 400
Edina, MN 55439

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on the 23rd day of January, 2013, by Hossein Sepehr, the Area Director of Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, on behalf of the limited liability company.

[seal]



Susan Mae Streets
Notary Public
My commission expires 1-31-2015

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("Amendment") is made and entered into by and between the City of Rochester, a Minnesota Municipal Corporation ("CITY") and T-Mobile Central LLC, a Delaware limited liability company ("LESSEE") this _____ day of _____, 2013.

Recitals

The parties hereto recite, declare and agree as follows:

- A. CITY and LESSEE (or as applicable, LESSEE's predecessors in interest, APT Minneapolis, Inc. and VoiceStream Minneapolis, Inc.) entered into the following Site Agreement (the "Agreement"):

Country Club Manor High Level Water Tower Site (A1Q0614A): Site Agreement dated October 1, 2008, with respect to Leased Premises located at 4403 Meadow Lakes Drive NW, Rochester, Minnesota

- B. CITY and LESSEE desire to enter into this Amendment in order to modify and amend certain provisions of the above Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and LESSEE covenant and agree as follows:

1. Effective with the signing of this Amendment, Paragraphs 1 "PROPERTY", 2 "TERM", 3 "OPTION TERMS" and 4 "RENT" of the October 1, 2008 Agreement for the for the Country Club Manor High Level Water Tower Site will be deleted in their entirety and replaced with the following:

1. PROPERTY. The property interests hereby leased (collectively, the "Leased Premises") and granted by CITY include the following:

Country Club Manor High Level Water Tower Site (Site A1Q0614A): Located at 4403 Meadow lakes Drive NW, Rochester, Minnesota. Real property comprised of approximately one-hundred (100) square feet of interior space within the water tower ("Structure") base for equipment, Structure exterior space for attachment of up to 30 antenna equivalents (six quad-port and three dual-port antennas), space required for eleven (11) coax cable runs (not to exceed 2" diameter) and one (1) 1-1/4" hybrid cable run to connect equipment and antennas, non-exclusive easements required to run utility lines/cables, a non-exclusive easement across CITY's Property (hereinafter defined) for access in or upon the CITY's real property ("CITY's Property"). CITY's Property is legally described and Leased Premises

are shown in relationship to CITY's Property in Exhibit "A" attached hereto, and the locations of the equipment and antennas on the Structure are depicted in Exhibit "B" attached hereto, which exhibits replace Exhibit A and Exhibit B to the December 21, 2004 Agreement, respectively. All existing unused LESSEE coax cables extending between ground and the top of the tower are to be removed. (An "antenna equivalent" is defined as follows: a single transmit/receive antenna, a single transmit antenna, or a single receive antenna is considered an antenna equivalent. For example, a dual-port antenna is two antenna equivalents, a triple-port antenna is three antenna equivalents and a quad-port antenna is four antenna equivalents.)

2. TERM. The new initial term of this Agreement shall begin on January 1, 2013, and shall terminate on December 31, 2020 ("New Initial Term").
3. OPTION TERMS. Following the expiration of the New Initial Term, LESSEE may extend the term of the Agreement for three (3) additional five (5) year option periods (each an "Option Period"). Unless (a) CITY delivers to LESSEE written notice of non-renewal to LESSEE no later than Three Hundred Sixty (360) days prior to the expiration of the New Initial Term or applicable Option Period, or (b) LESSEE gives CITY written notice of its intention not to extend at least Ninety (90) days prior to the expiration of the New Initial Term or applicable Option Period, the applicable Option Period shall be deemed effective.
4. RENT. LESSEE shall pay City initial 2013 rent in accordance with the original Agreement. At such time during 2013 as RPU gives LESSEE permission to access the site for the purpose of constructing the above-described upgrade, LESSEE shall pay CITY the pro-rated remainder of the agreed-to 2013 rent of \$18,089.00. CITY will issue an invoice for each subsequent year's rent on or about March 1 based on the agreed-to \$18,089.00 2013 rent. The rental year shall run from January 1 to December 31 of each year and rent for each year will be due on or before January 1 of such year. The rental amount shall be adjusted annually based on the Consumer Price Index for All Urban Customers (CPI-U). CITY acknowledges receipt of all rents due and owing under the Agreement through December 31, 2012.

2. LESSEE's notice addresses in the Agreement are deleted in their entirety and replaced with the following:

If to LESSEE:

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site #A1Q0614A

3. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.
4. CITY represents and warrants to LESSEE that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, CITY has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

CITY:

City of Rochester, a Minnesota municipal corporation

By: _____

Print Name: _____

Its: Mayor

[MUNICIPAL SEAL]

Attest: _____

Print Name: _____

Its: City Clerk

Approved as to Form: _____

Print Name: _____

Its: City Attorney

By: _____

Print Name: _____

Its: General Manager, Rochester Public Utilities

Address: City of Rochester
c/o Rochester Public Utilities
4000 East River Road NE
Rochester, MN 55905
Phone: (507) 280-1510

Federal Tax ID No.: 41-6005494

STATE OF MINNESOTA)

)SS

COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by

_____,
and _____, the Mayor, City Clerk, City Attorney and Rochester Public Utilities General
Manager, respectively, of the City of Rochester, a Minnesota municipal corporation, on behalf of the corporation.

[seal]

Notary Public

My commission expires _____

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

LESSEE:

T-Mobile Central LLC
A Delaware limited liability company

By: Hossein Sepehr
Name: Hossein Sepehr

Its: Area Director, Engineering and Operations

Address: T-Mobile Central LLC
8000 W. 78th Street
Suite 400
Edina, MN 55439

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on the 23rd day of January, 2013, by Hossein Sepehr, the Area Director of Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, on behalf of the limited liability company.

[seal]



Susan Mae Streets
Notary Public
My commission expires 1-31-2015

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("Amendment") is made and entered into by and between the City of Rochester, a Minnesota Municipal Corporation ("CITY") and T-Mobile Central LLC, a Delaware limited liability company ("LESSEE") this _____ day of _____, 2013.

Recitals

The parties hereto recite, declare and agree as follows:

- A. CITY and LESSEE (or as applicable, LESSEE's predecessors in interest, APT Minneapolis, Inc. and VoiceStream Minneapolis, Inc.) entered into the following Site Agreement (the "Agreement"):

North Park Water Tower Site (A1Q0765A): Site Agreement dated February 2, 2005, with respect to Leased Premises located at 6380 Fairway Drive NW, Rochester, Minnesota

- B. CITY and LESSEE desire to enter into this Amendment in order to modify and amend certain provisions of the above Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and LESSEE covenant and agree as follows:

1. Effective with the signing of this Amendment, Paragraphs 1 "PROPERTY", 2 "TERM", 3 "OPTION TERMS" and 4 "RENT" of the February 2, 2005 Agreement will be deleted in their entirety and replaced with the following:

1. PROPERTY. The property interests hereby leased (collectively, the "Leased Premises) and granted by CITY include the following:

North Park Water Tower Site (Site A1Q0765A): Located at 6380 Fairway Drive NW, Rochester, Minnesota. Real property comprised of approximately one-hundred (100) square feet of interior space within the water tower ("Structure") base for equipment, Structure exterior space for attachment of up to thirty (30) antenna equivalents (six quad-port and three dual-port antennas), space required for eleven (11) coax cable runs (not to exceed 2" diameter), and one (1) 7/8" hybrid cable run to connect equipment and antennas, non-exclusive easements required to run utility lines/cables, a non-exclusive easement across CITY's property (hereinafter defined) for access in or upon the CITY's real property

("CITY's Property"). CITY's Property is legally described and Leased Premises are shown in relationship to CITY's Property in Exhibit "A" attached hereto, and the locations of the equipment and antennas on the Structure are depicted in Exhibit "B" attached hereto, which exhibits replace Exhibit A and Exhibit B to the February 2, 2005 Agreement, respectively. All existing unused LESSEE coax cables extending between ground and the top of the tower are to be removed. (An "antenna equivalent" is defined as follows: a single transmit/receive antenna, a single transmit antenna, or a single receive antenna is considered an antenna equivalent. For example, a dual-port antenna is two antenna equivalents, a triple-port antenna is three antenna equivalents and a quad- port antenna is four antenna equivalents.)

2. TERM. The new initial term of this Agreement shall begin on January 1, 2013, and shall terminate on December 31, 2020 ("New Initial Term").
3. OPTION TERMS. Following the expiration of the New Initial Term, LESSEE may extend the term of the Agreement for three (3) additional five (5) year option periods (each an "Option Period"). Unless (a) CITY delivers to LESSEE written notice of non-renewal to LESSEE no later than Three Hundred Sixty (360) days prior to the expiration of the New Initial Term or applicable Option Period, or (b) LESSEE gives CITY written notice of its intention not to extend at least Ninety (90) days prior to the expiration of the New Initial Term or applicable Option Period, the applicable Option Period shall be deemed effective.
4. RENT. LESSEE shall pay City initial 2013 rent in accordance with the original Agreement. At such time during 2013 as RPU gives LESSEE permission to access the site for the purpose of constructing the above-described upgrade, LESSEE shall pay CITY the pro-rated remainder of the agreed-to 2013 rent of \$18,089.00. CITY will issue an invoice for each subsequent year's rent on or about March 1 based on the agreed-to \$18,089.00 2013 rent. The rental year shall run from January 1 to December 31 of each year and rent for each year will be due on or before January 1 of such year. The rental amount shall be adjusted annually based on the Consumer Price Index for All Urban Customers (CPI-U). CITY acknowledges receipt of all rents due and owing under the Agreement through December 31, 2012.

2. LESSEE's notice addresses in the Agreement are deleted in their entirety and replaced with the following:

If to LESSEE:

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site #A1Q0765A

3. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.
4. CITY represents and warrants to LESSEE that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, CITY has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

CITY:

City of Rochester, a Minnesota municipal corporation

By: _____

Print Name: _____

Its: Mayor

[MUNICIPAL SEAL]

Attest: _____

Print Name: _____

Its: City Clerk

Approved as to Form: _____

Print Name: _____

Its: City Attorney

By: _____

Print Name: _____

Its: General Manager, Rochester Public Utilities

Address: City of Rochester
c/o Rochester Public Utilities
4000 East River Road NE
Rochester, MN 55905
Phone: (507) 280-1510

Federal Tax ID No.: 41-6005494

STATE OF MINNESOTA)

)SS

COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by

_____,
and _____, the Mayor, City Clerk, City Attorney and Rochester Public Utilities General
Manager, respectively, of the City of Rochester, a Minnesota municipal corporation, on behalf of the corporation.

[seal]

Notary Public

My commission expires _____

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

LESSEE:

T-Mobile Central LLC
A Delaware limited liability company

By: Hossein Sepehr
Name: Hossein Sepehr

Its: Area Director, Engineering and Operations

Address: T-Mobile Central LLC
8000 W. 78th Street
Suite 400
Edina, MN 55439

STATE OF MINNESOTA)

)SS

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on the 23rd day of January, 2013, by Hossein Sepehr, the Area Director of Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, on behalf of the limited liability company.

[seal]

Susan Mae Streets
Notary Public
My commission expires 1-31-2015



FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("Amendment") is made and entered into by and between the City of Rochester, a Minnesota Municipal Corporation ("CITY") and T-Mobile Central LLC, a Delaware limited liability company ("LESSEE") this _____ day of _____, 2013.

Recitals

The parties hereto recite, declare and agree as follows:

- A. CITY and LESSEE (or as applicable, LESSEE's predecessors in interest, APT Minneapolis, Inc. and VoiceStream Minneapolis, Inc.) entered into the following Site Agreement (the "Agreement"):

Rose Harbor Water Tower Site (A1Q0800A): Site Agreement dated March 23, 2006, with respect to Leased Premises located at 3213 Harbor Heights Ct. SE, Rochester, Minnesota

- B. CITY and LESSEE desire to enter into this Amendment in order to modify and amend certain provisions of the above Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and LESSEE covenant and agree as follows:

1. Effective with the signing of this Amendment, Paragraphs 1 "PROPERTY", 2 "TERM", 3 "OPTION TERMS" and 4 "RENT" of the March 23, 2006 Agreement will be deleted in their entirety and replaced with the following:

1. PROPERTY. The property interests hereby leased (collectively, the "Leased Premises) and granted by CITY include the following:

Rose Harbor Water Tower Site (Site A1Q0800A): Located at 3213 Harbor Heights Ct SE, Rochester, Minnesota. Real property comprised of approximately three-hundred (300) square feet of exterior land space, exterior space for attachment of up to thirty (30) antenna equivalents (six quad-port and three dual-port antennas), space required for ten (10) coax cable runs (not to exceed 2" diameter), and one (1) 1-1/4" and one (1) 7/8" hybrid cable runs to connect equipment and antennas, non-exclusive easements required to run utility lines/cables, a non-exclusive easement across CITY's property (hereinafter defined) for access in or upon the CITY's real property ("CITY's Property"). CITY's Property is legally described and Leased Premises are shown in relationship to CITY's Property in Exhibit "A" attached hereto, and

the locations of the equipment and antennas on the Structure are depicted in Exhibit "B" attached hereto, which exhibits replace Exhibit A and Exhibit B to the March 23, 2006 Agreement, respectively. All existing unused LESSEE coax cables extending between ground and the top of the tower are to be removed. (An "antenna equivalent" is defined as follows: a single transmit/receive antenna, a single transmit antenna, or a single receive antenna is considered an antenna equivalent. For example, a dual-port antenna is two antenna equivalents, a triple-port antenna is three antenna equivalents and a quad-port antenna is four antenna equivalents.)

2. TERM. The new initial term of this Agreement shall begin on January 1, 2013, and shall terminate on December 31, 2020 ("New Initial Term").
3. OPTION TERMS. Following the expiration of the New Initial Term, LESSEE may extend the term of the Agreement for three (3) additional five (5) year option periods (each an "Option Period"). Unless (a) CITY delivers to LESSEE written notice of non-renewal to LESSEE no later than Three Hundred Sixty (360) days prior to the expiration of the New Initial Term or applicable Option Period, or (b) LESSEE gives CITY written notice of its intention not to extend at least Ninety (90) days prior to the expiration of the New Initial Term or applicable Option Period, the applicable Option Period shall be deemed effective.
4. RENT. LESSEE shall pay City initial 2013 rent in accordance with the original Agreement. At such time during 2013 as RPU gives LESSEE permission to access the site for the purpose of constructing the above-described upgrade, LESSEE shall pay CITY the pro-rated remainder of the agreed-to 2013 rent of \$18,089.00. CITY will issue an invoice for each subsequent year's rent on or about March 1 based on the agreed-to \$18,089.00 2013 rent. The rental year shall run from January 1 to December 31 of each year and rent for each year will be due on or before January 1 of such year. The rental amount shall be adjusted annually based on the Consumer Price Index for All Urban Customers (CPI-U). CITY acknowledges receipt of all rents due and owing under the Agreement through December 31, 2012.

2. LESSEE's notice addresses in the Agreement are deleted in their entirety and replaced with the following:

If to LESSEE:

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site #A1Q0800A

3. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.
4. CITY represents and warrants to LESSEE that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, CITY has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

My commission expires _____

Signature page to First Amendment to Site Agreement between City of Rochester, a Minnesota municipal corporation and T-Mobile Central LLC.

LESSEE:

T-Mobile Central LLC
A Delaware limited liability company

By: Hossein Sepehr
Name: Hossein Sepehr

Its: Area Director, Engineering and Operations

Address: T-Mobile Central LLC
8000 W. 78th Street
Suite 400
Edina, MN 55439

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on the 23rd day of January, 2013, by Hossein Sepehr, the Area Director of Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, on behalf of the limited liability company.

[seal]

Susan Mae Streets
Notary Public
My commission expires 1-31-2015





RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the attached seven (7) Amendments to the T-Mobile Central, LLC Site Agreements for the seven (7) sites listed below, and to request the Mayor and the City Clerk to execute those Amendments.

- 1) Golden Hill Water Tower Site
- 2) Northern Heights Standpipe Site
- 3) John Adams Water Tower Site
- 4) Saint Marys Water Tower Site
- 5) Country Club Water Tower Site
- 6) North Park Water Tower Site
- 7) Rose Harbor Water Tower Site

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 29th day of January, 2013.

President

Secretary