

MD7

February 11, 2021

City of Arden Hills
Attn: David Swearingen
1245 Highway 96 West
Arden Hills, MN 55112

Re: FA Number: 10082208
Cell Site Name: Arden Hills
1221 Cummings Park Drive, Arden Hills, MN 55112

Dear Mr. Swearingen,

The enclosed documents are being provided to you in connection with the proposed AT&T Lease Amendment. Please call me at **858-997-1072** when you receive this package and I will guide you through the process of signing and notarizing the following:

1. **Second Amendment to Site Use Lease Agreement** (three originals):
 - Complete the signature block with signatures and dates **in the presence of a Notary Public**; and
 - Only authorized signatories may sign on behalf of an entity.

2. **Certificate of Authority – Municipality** (one original):
 - Complete the enclosed form per the instructions;
 - Attach a copy of the Municipal By-Laws and/or Resolution for the **City of Arden Hills**; and
 - Please include any and all amendments to any of the foregoing documents.

A return-addressed, pre-paid **Federal Express** envelope is included for your convenience (to locate the nearest drop-off, call **800.463.3339** or visit www.fedex.com/dropoff). Should you require the services of a mobile **Notary Public**, call **888.838.1458** or visit www.123notary.com to arrange for this service. Although we will be sending you a complete set of documents at the end of this transaction, you are free to make your own copies at this time if you wish. However, it is important that you return **all** of the original documents enclosed in this package.

Please make sure that all of these documents are signed, notarized and returned to MD7 within the next **three days**. Once all documents relating to this transaction have been fully-executed, AT&T will provide you with a complete set of final transaction documents.

If you have any questions regarding the enclosed documents, please contact me at **858-997-1072** or by email at gstasiunas@md7.com .

Sincerely,

Gedi Stasiunas
MD7 | Lease Consultant
858-997-1072
gstasiunas@md7.com

Enclosures

Market: ND / SD / NE / MN / IA
Cell Site Number: MNL01001
Cell Site Name: Arden Hills
Fixed Asset Number: 10082208

SECOND AMENDMENT TO SITE USE LEASE AGREEMENT

This Second Amendment to Site Use Lease Agreement (“**Second Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Arden Hills, a Minnesota municipal corporation, whose address is 1245 Highway 96 West, Arden Hills, Minnesota 55112 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, Georgia 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into a Site Use Lease Agreement dated April 1, 2014; whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1221 Cummings Park Drive, Arden Hills, Minnesota 55112 (“**Original Lease**”); and

WHEREAS, Landlord and Tenant amended the Original Lease by a First Amendment to Site Use Lease Agreement dated July 30, 2015 (“**First Amendment**”); and

WHEREAS, Landlord and Tenant desire to adjust the rent for the Premises.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Rent. Commencing January 1, 2022, Tenant shall Pay Landlord annual rent of \$40,000 for the initial year or \$3,333.33/month which shall be increased each year on January 1, by three percent (3%) of the previous year’s annualized rental.

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Cell Site Number: MNL01001
Cell Site Name: Arden Hills
Fixed Asset Number: 10082208

2. Lease Terms. All other terms, covenants, and conditions of the Original Lease, as modified and/or amended by the First Amendment, remain in full force and effect except as modified by this Second Amendment. The Recitals set forth above are incorporated herein and made a part hereof as if they were set forth in the body hereof.

3. Notices: Section 25(h) of the Original Lease and Section 4 of the First Amendment are hereby amended to replace the Tenant's notices address to the following:

Email: TowerNotices@att.com

New Cingular Wireless PCS, LLC
Attn.: TAG – LA
Re: Cell Site #: MNL01001
Cell Site Name: Arden Hills (MN)
Fixed Asset #: 10082208
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: MNL01001
Cell Site Name: Arden Hills (MN)
Fixed Asset #: 10082208
208 S. Akard Street
Dallas, Texas, 75202-4206

4. Other Terms and Conditions. In the event of any inconsistencies between the Original Lease as amended by the First Amendment and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment the Original Lease as amended by the First Amendment otherwise is unmodified and remains in

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5. Capitalized Terms. Any capitalized terms used in this Second Amendment shall have the meaning given in the Original Lease, as modified and/or amended by the First Amendment, unless otherwise defined herein or the context otherwise requires.

6. Governing Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Market: ND / SD / NE / MN / IA
Cell Site Number: MNL01001
Cell Site Name: Arden Hills
Fixed Asset Number: 10082208

“LANDLORD”

City of Arden Hills,
a Minnesota municipal corporation

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

ATTEST:

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

“TENANT”

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

By: AT&T Mobility Corporation
Its: Manager

DocuSigned by:
Kristan Kesler

By: _____
Name: Kristan Kesler
Title: Area Mgr Construction & Engrg
Date: 2/11/2021

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

Market: ND / SD / NE / MN / IA
Cell Site Number: MNL01001
Cell Site Name: Arden Hills
Fixed Asset Number: 10082208

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202 , by _____ the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Notary Public

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202 , by _____ and _____ respectively the **Mayor and City Clerk of the City of Arden Hills, a Minnesota municipal corporation**, on behalf of the municipal corporation and pursuant to the authority granted by its City Council.

Notary Public

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3rd Floor
Atlanta, GA 30319

With a copy to:

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Attn.: Legal Department
Re: Cell Site #: MNL01001
Cell Site Name: Arden Hills (MN)
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208 S. Akard Street
Dallas, Texas, 75202-4206

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

ATTEST:

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

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By: AT&T Mobility Corporation
Its: Manager

DocuSigned by:
Kristan Kesler

By: _____
Name: Kristan Kesler
Title: Area Mgr Construction & Engrg
Date: 2/11/2021

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By: AT&T Mobility Corporation
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Kristan Kesler

By: _____
Name: Kristan Kesler
Title: Area Mgr Construction & Engrg
Date: 2/11/2021

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Notary Public

CERTIFICATE OF AUTHORITY – MUNICIPALITY

IN RE: City of Arden Hills, a Minnesota municipal corporation
Name of Municipality

We, the undersigned Officers, Board Members, Trustees, and/or Superintendents of the above-named Municipality (the “Municipality”), hereby certify that we have reviewed the books and records of the Municipality, and that the individuals named below are the current Officers, Board Members, Trustees, and/or Superintendents of the Municipality, holding the title indicated:

NOTE: Please have the necessary Officers, Board Members, Trustees, and/or Superintendents according to your Municipal By-Laws, sign this Certificate and check the box if authorized to sign real estate transactions on behalf of the Municipality.

<u>Authorized Signatory</u> (✓ if yes)	<u>Name</u>	<u>Title</u>	<u>Signature</u>
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

PLEASE CHECK THE APPROPRIATE BOX FOR THE NUMBER OF REQUIRED SIGNATORIES:

1 person
 2 persons
 All
 Other _____

DATED as of this _____ day of _____, 20____.