Town Board
Regular & Organizational Meeting Supplement
January 17, 2018

Added Agenda Item:

9.A. T-Mobile First Amendment to Communication Site Lease Agreement- Approve.

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Agenda Number: **9.A.**

Subject: **T-Mobile First Amendment to Communication Site Lease Agreement**- Approve

Documentation: T-Mobile Correspondence w/attachments

Action / Motion for Consideration:

Receive Information / Discuss

Based on Town Attorney & Staff Review & Recommendation Approve the First Amendment to Communication Site Lease Agreement with T-Mobile Relating to the 5860 Highway 61 Antenna Site & Authorize Execution by the Town Board Chair

T · ·Mobile·

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

RECEIVED
JAN 12 2018
TOWN OF WHITE BEAR

January 12, 2018

White Bear Township
Attn: Bill Short
1281 Hammond Road
White Bear Township, MN 55110

Re: AMENDMENT FOR RENT ABATEMENT
ADDRESS: 5860 Hwy 61, White Bear Township, MN 55110
T-MOBILE SITE: A1N0179A

Dear Bill,

Please find attached three (3) copies of the First Amendment to Communication Site Lease Agreement with regard to the water tower rehab at the above-referenced address. Please present this Amendment to the Board on January 17, 2018 for review, approval and signature.

Please let me know when all copies have been signed, and I will provide you with the information and Fed Ex label for submittal to the local T-Mobile office.

In the interim, please feel free to reach out to me with any questions or concerns.

Sincerely,

Shelley Trampetti

Shelley Trampetti
Site Development Agent
Buell Consulting, Inc. for T-Mobile
1360 Energy Park Drive, Suite 210
St. Paul, MN 55108
Mobile: 651-895-6823
strampetti@buellconsulting.com

·T· · ·Mobile·

Site ID: A1N0179A
Site Name: White Bear Twp WT

FIRST AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICTION SITE LEASE AGREEMENT (the "**First Amendment**") is made this ___ day of _____, 2018 by and between the Town of White Bear, a political subdivision of the State of Minnesota (hereinafter referred to as "**Town**"), and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to T-Mobile, Inc. (hereinafter referred to as "**Tenant**").

WHEREAS, Town and Tenant are parties to a Communication Site Lease Agreement dated March 23, 2007 (the "**Lease**"), whereby Town has leased to Tenant and Tenant has leased from Town space on the top of the water tower, together with building exterior ground space located at 5860 Highway 61, White Bear Township, Minnesota known as Benson Airport Water Tower ("**Tower**").

WHEREAS, the Lease is currently in its Second Renewal Term which will expire March 22, 2022;

WHEREAS, Town and Tenant desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, Town and Tenant hereby amend the Lease as follows:

1. Rent Abatement. The parties hereby acknowledge and agree that Town completed a painting refurb project ("Project") at the Tower in 2017, and that Town has agreed to abate a portion of the Rent as a result of the expenses that Tenant has incurred surrounding the Project. The Rent abatement ("Abatement") breakdown is as follows:

RENT ABATEMENT TOTAL: $30,000.00
NUMBER OF MONTHS OF ABATEMENT: 120
AMOUNT OF MONTHLY ABATEMENT: $250.00

2. Term of Abatement. The term of the Abatement shall begin on January 1, 2018 and shall conclude on December 31, 2027. Should Town decide to not renew the Lease at any time during the Abatement term, the remaining Abatement amount shall be paid in full.

3. Renewal Terms. Upon the expiration of the third Renewal Term on March 22, 2027, and notwithstanding anything to the contrary in the Lease, Tenant shall have the right to renew the term of the Lease for up to two (2) additional and successive five (5) year periods (each, an "Extended Term"). Each Extended Term shall automatically commence, on the same terms and conditions as the Lease (except Rent escalations), without further action taken by the Tenant, unless (i) Tenant notifies Town of Tenant's intention not to renew the Lease at least 180 days before the expiration of the then current Renewal Term or Extended Term, or (ii) the Lease

is sooner terminated in accordance with its terms. During the Extended Terms, Rent shall increase annually on January 1st by four percent (4%), with the first such increase to occur January 1, 2028.

4. Tower Maintenace. Upon request of the Town, Tenant agrees to relocate its equipment on a temporary basis to another location for the purposes of the Town performing maintenance repair or similar work at the Property or on the Tower provided that the Town gives Tenant at least 180 (one hundred eighty) days written notice prior to requiring Tenant to relocate. Upon completion of the maintenance, repair or similar work by the Town, the Tenant shall, upon notice by the Town, return to its original location from the temporary location.

5. Tenant's Notice Address. Tenant's notice addresses in Section 20 of the Lease shall be deleted in their entirety and replaced with the following:

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/A1N0179

6. No Other Changes. Except as specifically provided herein, the terms and conditions of the Lease remain unchanged and in full force and effect. Capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Lease.

IN WITNESS WHEREOF the undersigned have executed this instrument effective as of the day and year first referenced above.

TOWN:

Town of White Bear

By: _____

Name:

Title:

Date: _____

TENANT:

T-Mobile Central LLC,
a Delaware limited liability company

By: _____

Name: Hossein Sepehr

Title: Area Director, Network Engineering & Operations

Date: _____