

EXHIBIT 1

A-3 Site Name: Duluth Woodland WT

Site ID #: MS03NP158

AMENDMENT NO. 2 TO LEASE AGREEMENT

This AMENDMENT NO. 2 TO LEASE AGREEMENT (this “**Amendment**”), effective as of the date last signed below (“**Effective Date**”) amends a certain LEASE AGREEMENT dated October 11, 2000, between City of Duluth, a Minnesota municipal corporation (City or Landlord), and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. (successor by merger with Northern PCS Services, LLC) (Sprint or Tenant) as amended by AMENDMENT NO. 1 TO LEASE AGREEMENT between Landlord and Tenant dated July 23, 2014 (“**Amendment No. 1**”) (collectively, the “**Site Agreement**”).

BACKGROUND

WHEREAS, Tenant and Landlord desire to modify certain provisions of the Site Agreement as provided below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Modification to the Communications Facility.** Exhibit A-2 to the Site Agreement is hereby amended to include the modifications identified on Exhibit A-3, a copy of which is attached and made a part hereof. Exhibit A-3 supplements Exhibit A-2 to the Site Agreement and is not deemed to supersede or otherwise modify Exhibit A-2 or any part thereof except to the extent specifically set forth in Exhibit A-3. Upon full execution of this Amendment, Tenant is permitted to do all work necessary to prepare, maintain and alter the Leased Premises to install or otherwise modify the Communications Facility, all as more fully described and contemplated in Exhibit A-3.

2. **Ground-mounted RRUs.** With respect to the ground-mounted RRUs set forth in Paragraph 9 of Amendment No. 1, Landlord and Tenant acknowledge and agree that, as of October 10, 2016: (i) the ground-mounted RRUs have been removed from the Property, and (ii) the RRU Usage Fee is no longer due and payable.

3. **Modification to Rent.** Landlord and Tenant acknowledge that, as of the Effective Date of this Amendment, the current annual Base Rent is \$68,295.48, payable in equal monthly installments of \$5,691.29. Paragraphs 5(a) and (b) of the Site Agreement are hereby modified as follows:

Effective as of April 11, 2018, the Base Rent will increase to \$72,795.48 per year, to be paid in advance, in monthly installment payments of \$6,066.29 each, for the period of April 11, 2018 through October 10, 2018, partial months to be prorated. Beginning on October 11, 2018, and on each October 11th thereafter, the Base Rent shall increase from the then-current Base Rent by the greater of (i) three percent (3%); or (ii) the Consumer Price Index, based on the formula attached to the Site Agreement as Exhibit D. Payments of Base Rent shall be made on or before the first business day of each and every month to the City at its address designated in Paragraph 11 of the Site Agreement.

4. **General Terms and Conditions.**

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Site Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Site Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Site Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this Amendment as of the Effective Date.

Lessor:

City of Duluth,
a Minnesota municipal corporation

By: _____

Printed Name: _____

Title: Mayor

Date: _____, 201____
(Date must be completed)

Lessee:

Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

By:  _____

Printed Name: Brian Moran

Title: Director PMO

Date: 4/10, 2018
(Date must be completed)

Attest _____
City Clerk

Countersigned _____
City Auditor

Approved as to form:

City Attorney

Exhibit A-3

Description of Leased Premises and Communications Facility

[see attached]

PROJECT INFORMATION:

TOWER INFORMATION

LAT: 46° 50' 45.84" N (NAD '83)
LONG: 92° 04' 38.89" W (NAD '83)
ELEV: 1395' A.S.M.L.
SITE TYPE: WATER TOWER
COUNTY: ST. LOUIS
JURISDICTION: CITY OF DULUTH

APPLICANT

SPRINT
6580 SPRINT PARKWAY
OVERLAND PARK, KS 66251

LANDLORD

CITY OF DULUTH
411 WEST 1ST STREET
DULUTH, MN 55802

A&E FIRM

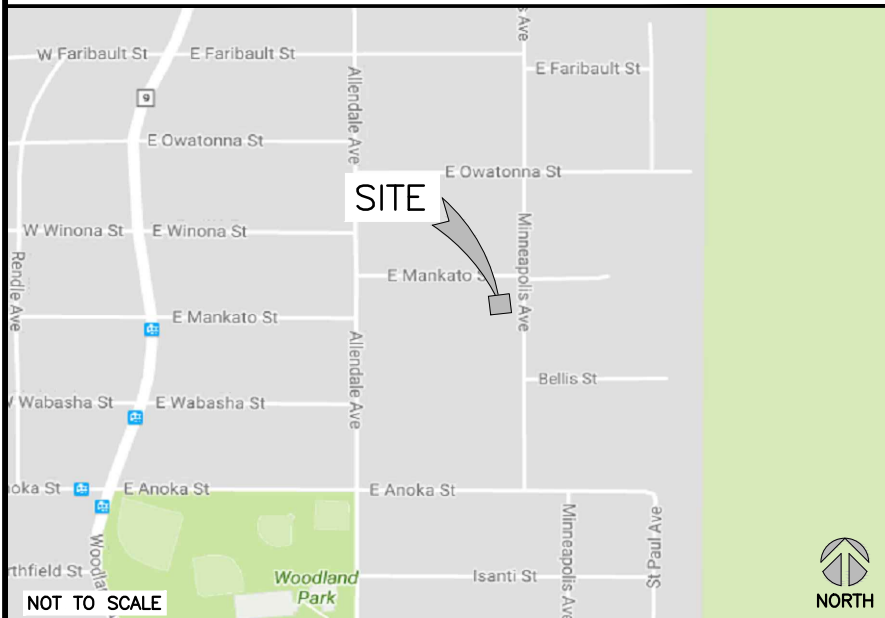
WESTCHESTER SERVICES, L.L.C.
604 FOX GLEN
BARRINGTON, IL 60010
PHONE: (224) 277-0070

SITE ACQUISITION

SAC WIRELESS
540 W. MADISON ST.
17th FLOOR
CHICAGO, IL 60661
PHONE: (312) 895-4977

CONTRACTOR MINOR MATERIALS INCLUDE:
CONDUITS & FITTINGS

VICINITY MAP:



AERIAL MAP:



SHEET INDEX:

SHEET NUMBER	SHEET DESCRIPTION	REVISION
T-1	COVER SHEET & SITE PLAN	1
AE-1	TOWER ELEVATION & EQUIPMENT DETAILS	1
AE-2	EQUIPMENT DETAILS	1
SP-1	INSTALLATION SPECS & EQUIPMENT	1

CODE COMPLIANCE:

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

2012 INTERNATIONAL BUILDING CODE
2015 MINNESOTA STATE BUILDING CODE
2014 NATIONAL ELECTRICAL CODE
ANSI/TIA-222/G



DO MACRO UPGRADE

SITE ADDRESS:

815 MINNEAPOLIS AVENUE
DULUTH, MN 55803

SITE CASCADE:

MS03NP158

SITE NAME:

DULUTH WOODLAND WT

PLANS PREPARED FOR:



SITE ACQUISITION:

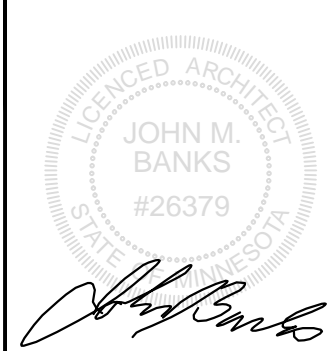


PLANS PREPARED BY:



604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

ARCHITECTURE LICENSE & SEAL:



DATED: 12/27/17 EXP. DATE: 06/30/18

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REVISIONS:	DESCRIPTION	DATE	BY	REV.
PERMIT/CONSTRUCTION		11/10/17	SDB	0
PERMIT/CONSTRUCTION		12/27/17	SDB	1

SITE CASCADE:

MS03NP158

SITE ADDRESS:

815 MINNEAPOLIS AVENUE
DULUTH, MN 55803

PROJECT:

DO MACRO UPGRADE

SHEET DESCRIPTION:

COVER SHEET
& SITE PLAN

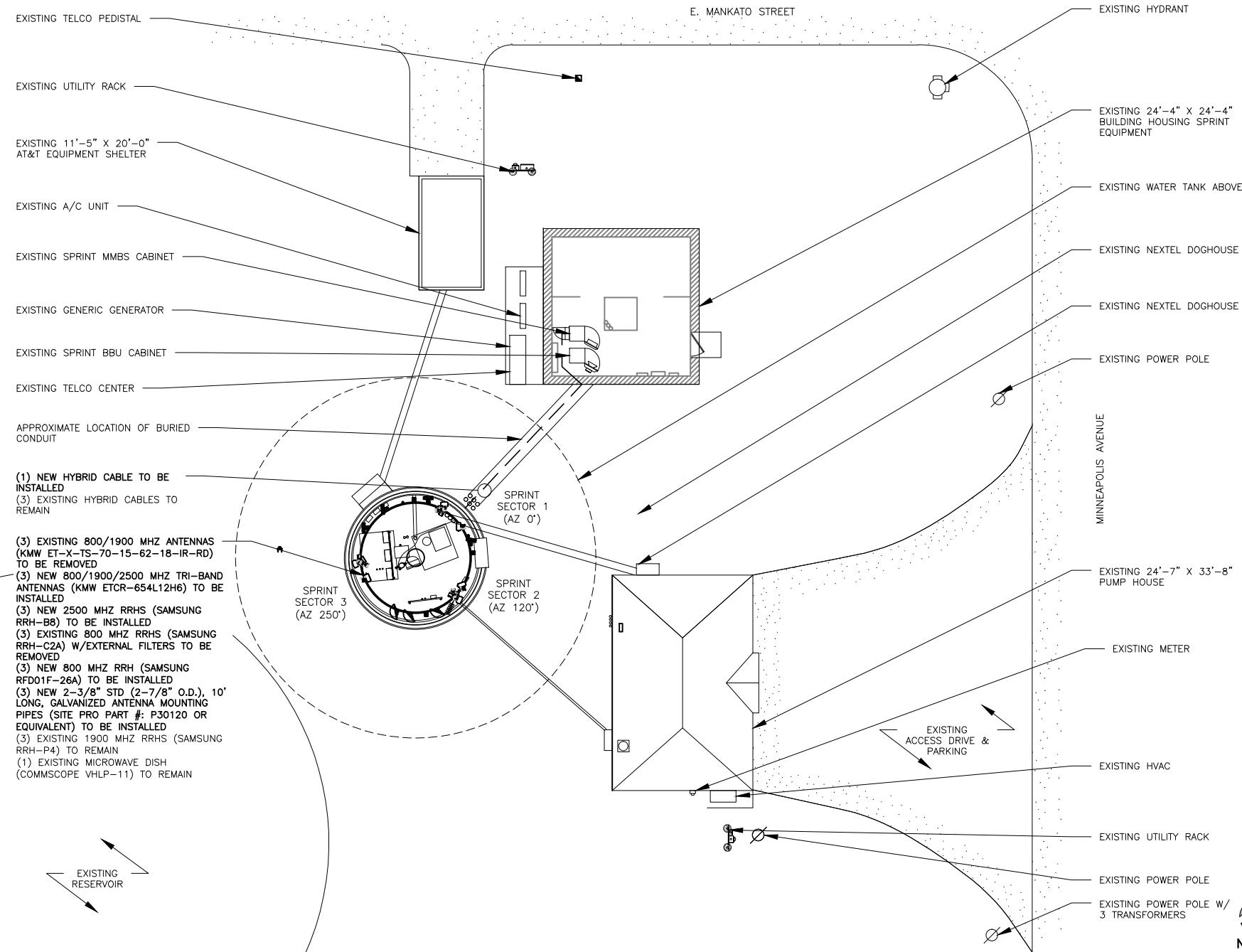
DWG INFORMATION:

DRAWN BY: SDB
CHECKED BY: JMB

SHEET NUMBER:

T-1

OVERALL SITE PLAN

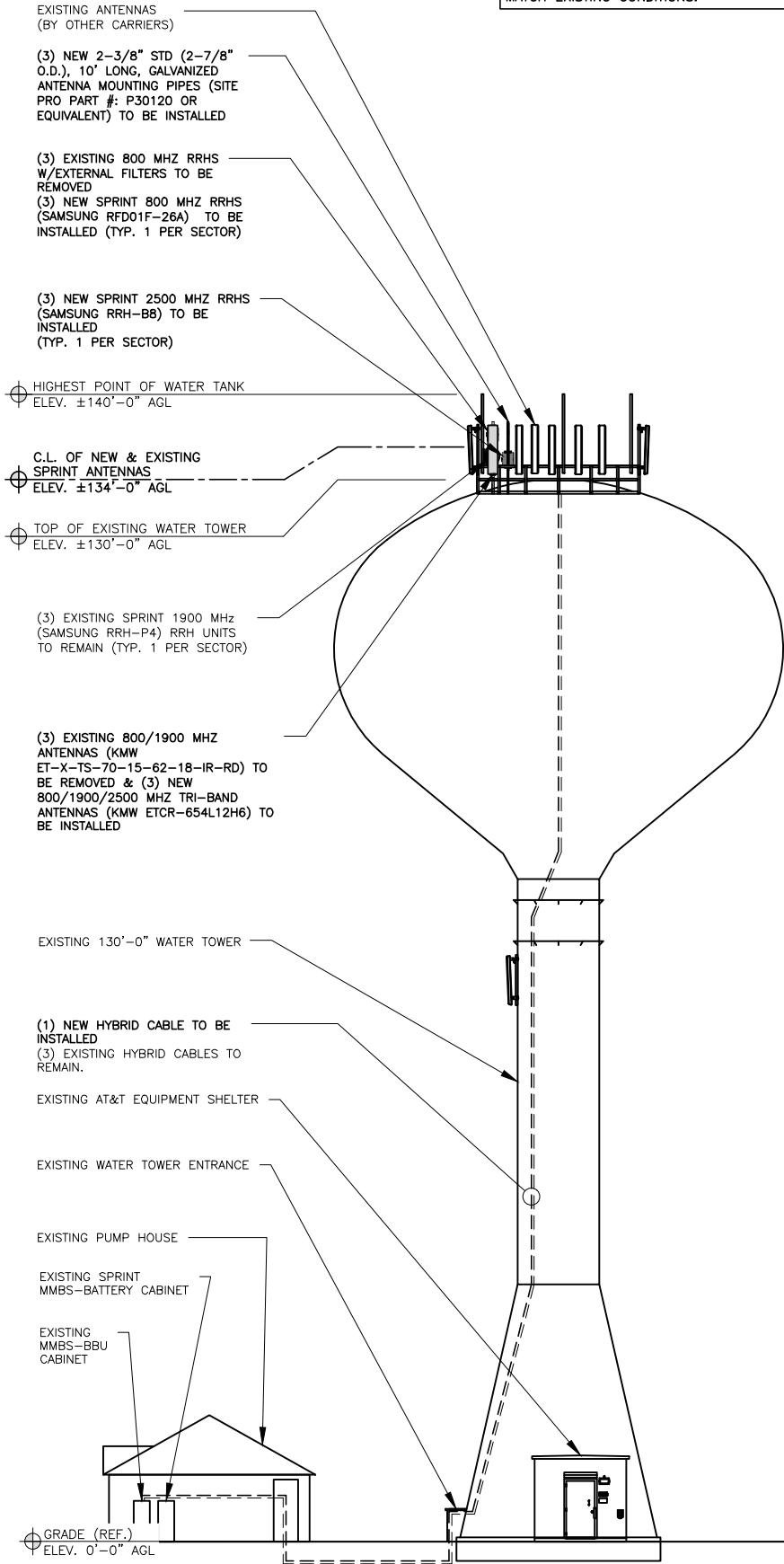


0 4' 8' 16'
SCALE: 1/16\"=1'-0\" (22x34)
(OR) 1/32\"=1'-0\" (11x17)

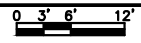


THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

NOTE:
ALL PROPOSED ANTENNAS, RRH'S
AND OTHER APPURTENANCES SUCH AS
FEED LINES AND/OR JUMPER MOUNTING
PIPES, BRACKETS, SHALL BE PAINTED TO
MATCH EXISTING CONDITIONS.



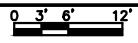
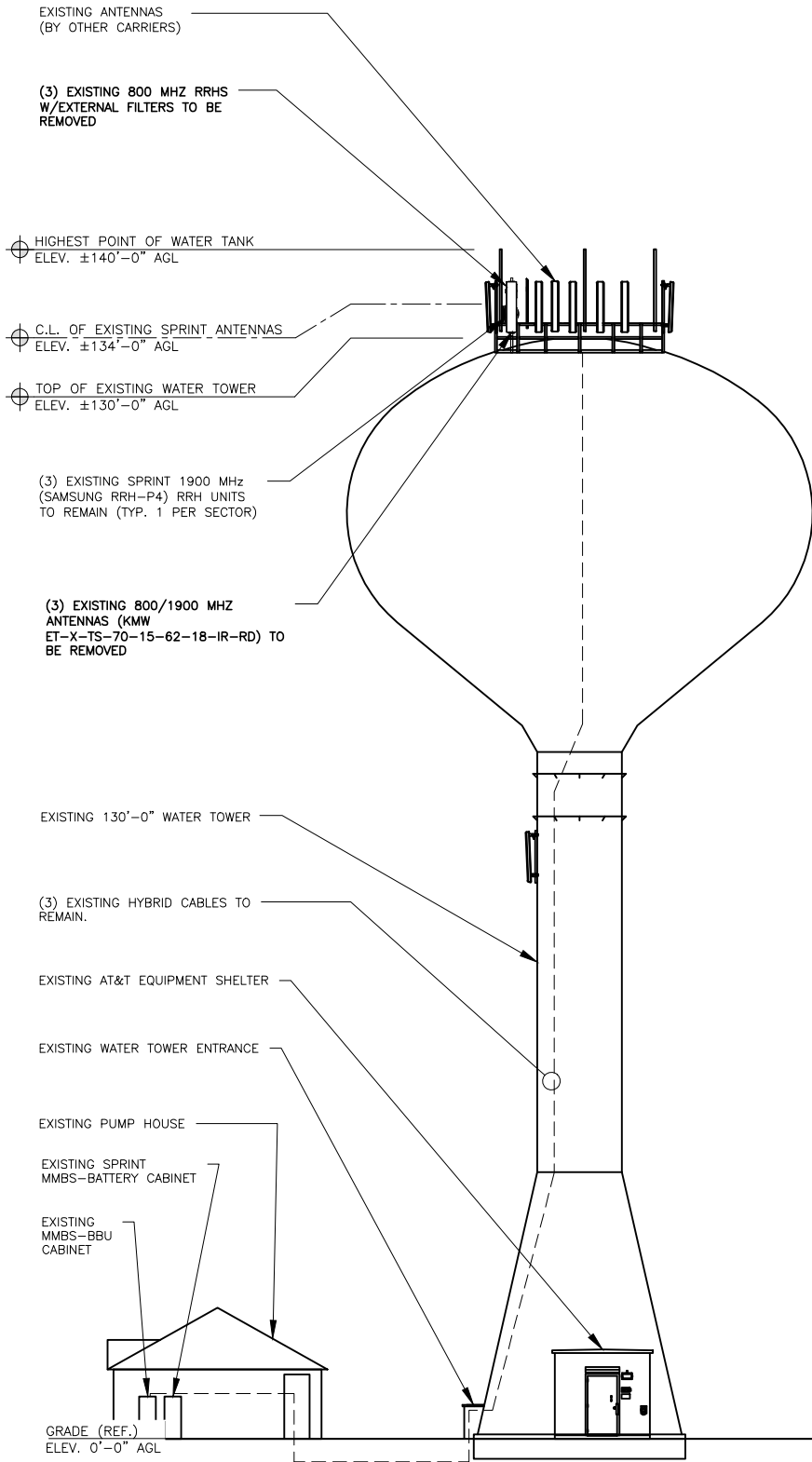
PROPOSED SITE ELEVATION



SCALE: 3/32"=1'-0" (22x34)
(OR) 3/64"=1'-0" (11x17)

D

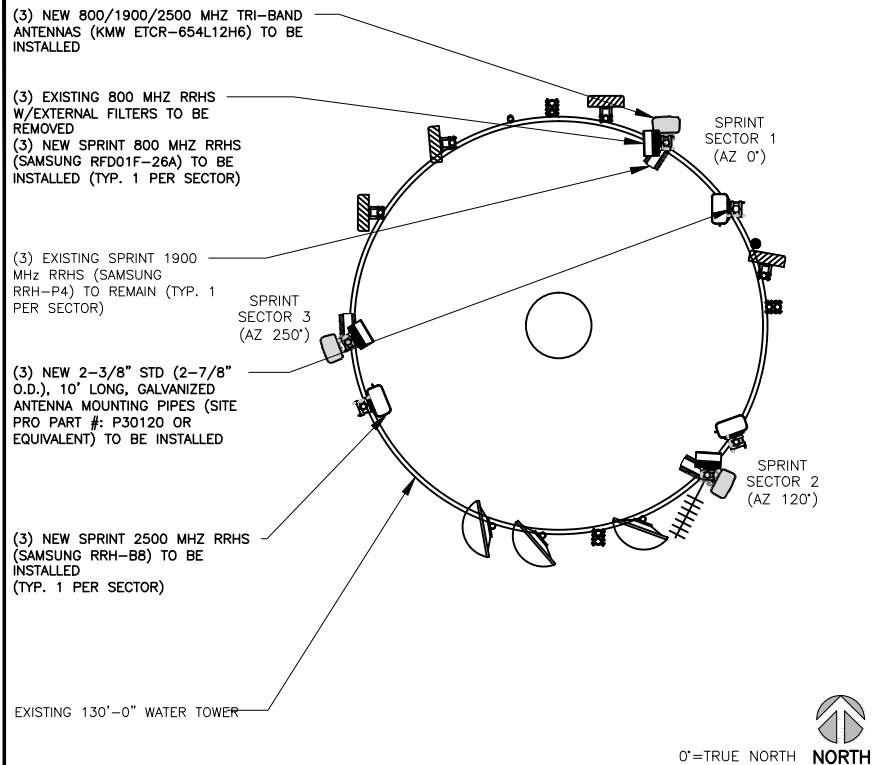
EXISTING SITE ELEVATION



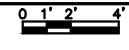
SCALE: 3/32"=1'-0" (22x34)
(OR) 3/64"=1'-0" (11x17)

C

NOTE:
GENERAL CONTRACTOR TO CONFIRM AZIMUTH

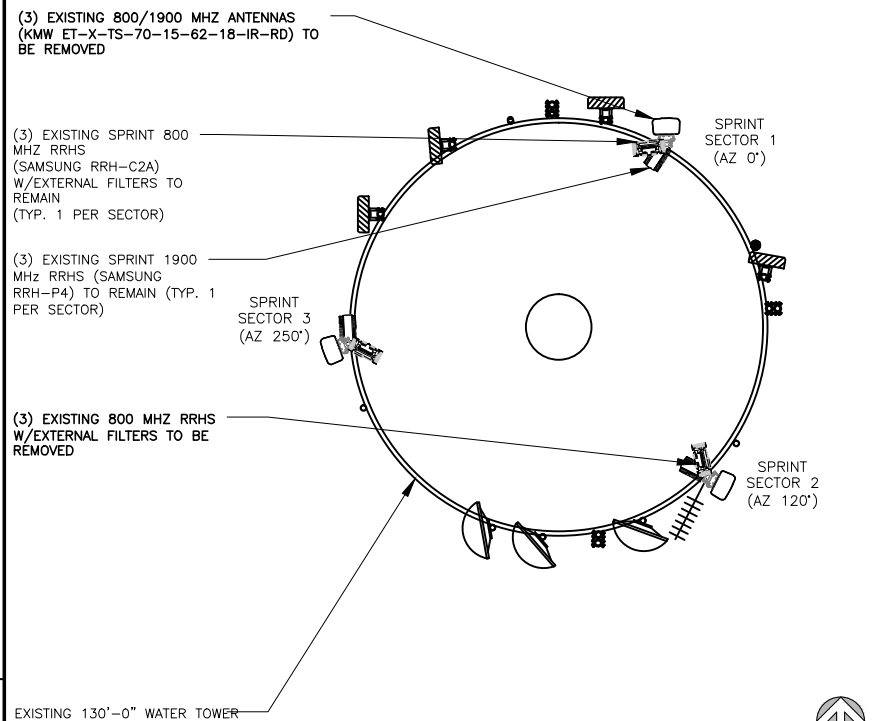


PROPOSED ANTENNA & EQUIPMENT PLAN-
SPRINT LEASED RAD CENTER @ 250'-0"

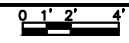


SCALE: 1/4"=1'-0" (22x34)
(OR) 1/8"=1'-0" (11x17)

B



EXISTING ANTENNA & EQUIPMENT PLAN-
SPRINT LEASED RAD CENTER @ 250'-0"



SCALE: 1/4"=1'-0" (22x34)
(OR) 1/8"=1'-0" (11x17)

A

PLANS PREPARED FOR:

Sprint

SITE ACQUISITION:



540 W. MADISON ST.
17TH FLOOR
CHICAGO, IL 60661
www.sacw.com
312.895.4977

PLANS PREPARED BY:



604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

ARCHITECTURE LICENSE & SEAL:



DATED: 12/27/17 EXP. DATE: 06/30/18

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PERMIT/CONSTRUCTION		12/27/17	SDB	1

SITE CASCADE:

MS03NP158

SITE ADDRESS:

815 MINNEAPOLIS AVENUE
DULUTH, MN 55803

PROJECT:

DO MACRO UPGRADE

SHEET DESCRIPTION:

TOWER ELEVATION &
EQUIPMENT DETAILS

DWG INFORMATION:

DRAWN BY: SDB
CHECKED BY: JMB

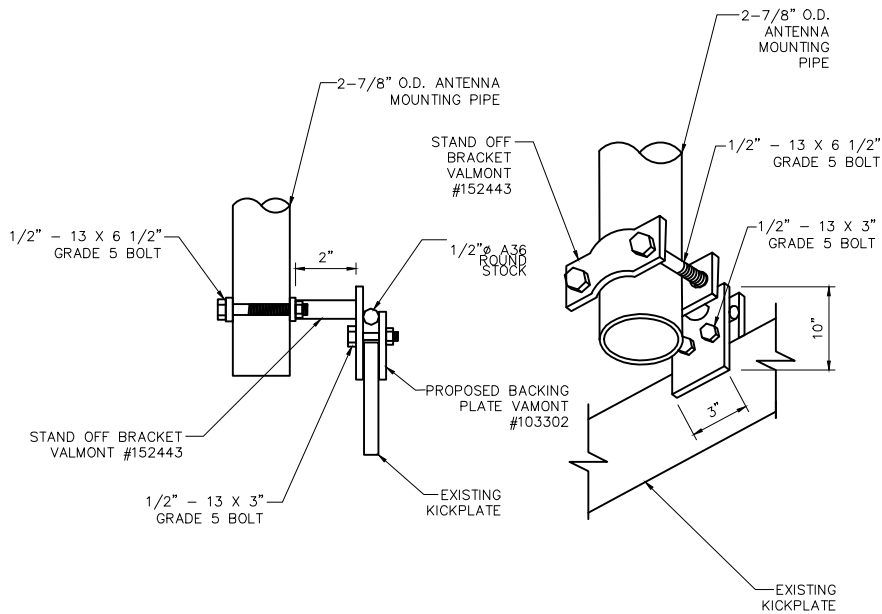
SHEET NUMBER:

AE-1

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VALMONT PINCH PLATE
#152443 - 2" STAND OFF BRACKET
FOR 3 1/2" O.D. ROUND MEMBER
#103302 - BACKING PLATE

INCLUDE NEOPRENE, METAL SHIM, AND
COLORED TAPE (TO MATCH TOWER) AS
NECESSARY BENEATH AND AROUND THE
CLAMPS, ANGLE ADAPTERS, ETC..

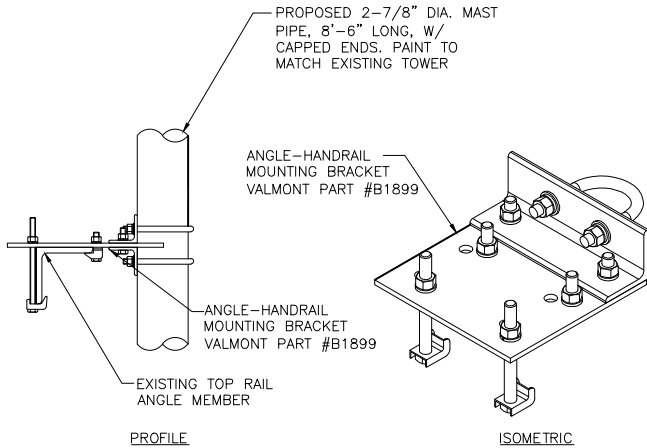


PINCH PLATE DETAIL

SCALE
N.T.S.

C

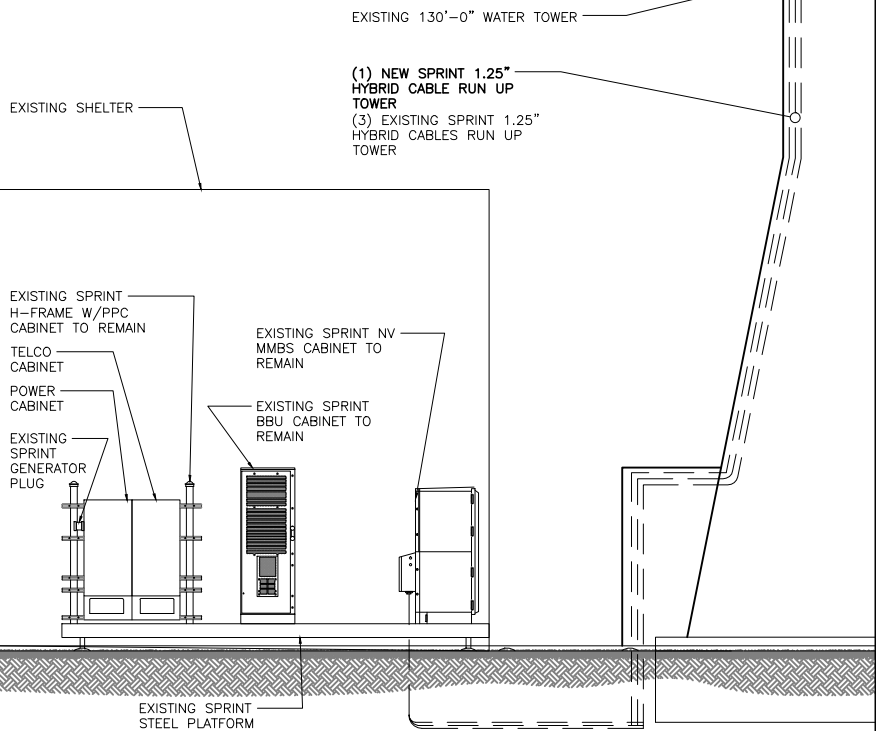
INCLUDE NEOPRENE, METAL SHIM,
AND COLORED TAPE (TO MATCH
TOWER) AS NECESSARY BENEATH
AND AROUND THE CLAMPS, ANGLE
ADAPTERS, ETC..



ANGLE-HANDRAIL MOUNTING BRACKET

SCALE
N.T.S.

C



EQUIPMENT ELEVATION DETAIL

0 1' 2' 4'

SCALE: 1/4"=1'-0" (22x34)
(OR) 1/8"=1'-0" (11x17)

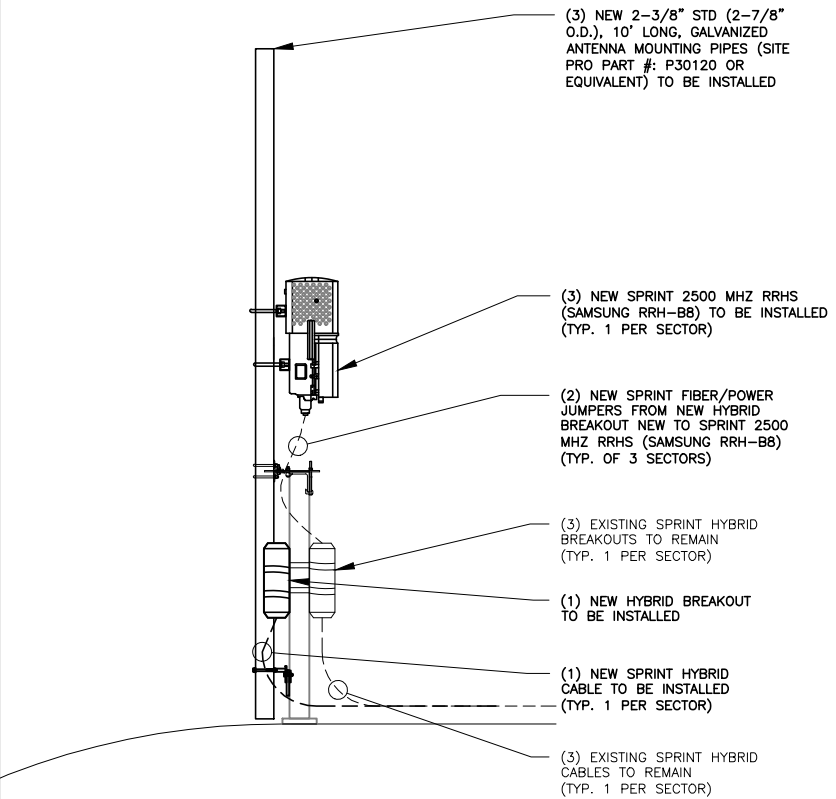
C

ANTENNA MOUNTING ELEVATION

0 3' 6' 1'

SCALE: 3/4"=1'-0" (22x34)
(OR) 3/8"=1'-0" (11x17)

B



RADIO MOUNTING ELEVATION

0 3' 6' 1'

SCALE: 3/4"=1'-0" (22x34)
(OR) 3/8"=1'-0" (11x17)

A

PLANS PREPARED FOR:

Sprint

SITE ACQUISITION:

SAC
WIRELESS
A NOKIA COMPANY

540 W. MADISON ST.
17TH FLOOR
CHICAGO, IL 60661
www.sacw.com
312.895.4977

PLANS PREPARED BY:

WESTCHESTER
SERVICES LLC

604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

ARCHITECTURE LICENSE & SEAL:

LICENCED ARCHITECT
JOHN M. BANKS
#26379
STATE OF MINNESOTA

DATED: 12/27/17

EXP. DATE: 06/30/18

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MS03NP158

SITE ADDRESS:

815 MINNEAPOLIS AVENUE
DULUTH, MN 55803

PROJECT:

DO MACRO UPGRADE

SHEET DESCRIPTION:

EQUIPMENT DETAILS

DWG INFORMATION:

DRAWN BY: SDB

CHECKED BY: JMB

SHEET NUMBER:

AE-2

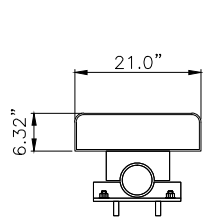
NOT USED

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GENERAL:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL LAWS, REGULATIONS, AND RULES SET FORTH BY THE FEDERAL, STATE, AND LOCAL AUTHORITIES WITH JURISDICTION OVER THE PROJECT. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION OR RULE IS MENTIONED IN THESE SPECIFICATIONS.
2. ALL WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS, SPRINT PROJECT SPECIFICATIONS, AND THE SPRINT CONSTRUCTION CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL HAVE AND MAINTAIN A VALID CONTRACTOR'S LICENSE FOR THE LOCATION IN WHICH THE WORK IS TO BE PERFORMED. FOR JURISDICTIONS THAT LICENSE INDIVIDUAL TRADES, THE TRADESMAN OR SUBCONTRACTOR PERFORMING THOSE TRADES SHALL BE LICENSED.
4. FOLLOW ALL APPLICABLE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND STATE LAW AS DEFINED IN THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT.
5. PRIOR TO THE SUBMISSION OF THE BID, THE CONTRACTOR SHALL VISIT THE JOB SITE, VERIFY ALL DIMENSIONS AND BECOME FAMILIAR WITH THE FIELD CONDITIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER.
6. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK NOT CLEARLY IDENTIFIED ON THE DRAWINGS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PROJECT MANAGER.
7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE NOTED.
8. ALL MEANS AND METHODS OF CONSTRUCTION DEALING WITH TOWER CONSTRUCTION AND SAFETY, STEEL ERECTION, EXCAVATIONS, TRENCHING, SCAFFOLDING, FORMWORK, ELECTRICAL, AND WORK IN CONFINED SPACES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. WHEN THE CONTRACTOR ACTIVITIES IMPEDE OR OBSTRUCT TRAFFIC FLOW, CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DEVICES, SIGNS, AND FLAGMEN IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, DOT AND LOCAL REQUIREMENTS.
10. THE CONTRACTOR SHALL COORDINATE SITE ACCESS AND SECURITY WITH THE PROPERTY OWNER AND THE PROJECT MANAGER PRIOR TO CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITIES.
12. THE CONTRACTOR SHALL CALL THE LOCAL PUBLIC UTILITY LOCATING PROVIDER (811) A MINIMUM OF THREE BUSINESS DAYS PRIOR TO EXCAVATING IN THE PUBLIC RIGHT OF WAY.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING PRIVATE UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY UTILITIES OR FACILITIES IT DEEMS NECESSARY TO COMPLETE THE WORK. THIS INCLUDES, BUT IS NOT LIMITED TO WATER, SEWER, POWER, TELEPHONE, HEAT, LIGHTING OR SECURITY.
15. WHEN EXCAVATING IN THE AREA OF EXISTING UTILITIES, THE CONTRACTOR SHALL USE REASONABLE CARE IN PROTECTING SUCH UTILITIES. CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER IMMEDIATELY OF ANY CONFLICTS BETWEEN EXISTING UTILITIES AND PROPOSED CONSTRUCTION.
16. DAMAGE TO PUBLIC OR PRIVATE UTILITIES SHALL BE REPORTED TO THE PROJECT MANAGER AND THE OWNER OF THE UTILITY IMMEDIATELY. ANY DAMAGE RESULTING FROM CONTRACTORS NEGLIGENCE OR FAILURE TO ACT WITH DUE REGARD SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
17. UNLESS OTHERWISE NOTED ON THE PLANS, CONTRACTOR SHALL ASSUME ALL SURFACE FEATURES SUCH AS BUT NOT LIMITED TO BUILDINGS, PAVEMENTS, LANDSCAPING FEATURES, PLANTS, ETC. ARE TO BE SAVED AND PROTECTED FROM DAMAGE. CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING SITE CONDITIONS AND UPON COMPLETION OF WORK REPAIR BACK TO ORIGINAL CONDITIONS ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION.
18. KEEP THE CONSTRUCTION SITE CLEAN HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND SHALL BE SUBJECT TO APPROVAL BY THE PROPERTY OWNER AND THE PROJECT MANAGER.
19. THE CONTRACTOR SHALL PROVIDE ON-SITE TRASH RECEPTACLES FOR COLLECTION OF NON-TOXIC DEBRIS. ALL TRASH SHALL BE COLLECTED ON A DAILY BASIS.
20. ALL TOXIC AND ENVIRONMENTALLY HAZARDOUS SUBSTANCES SHALL BE USED AND DISPOSED OF IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS. UNDER NO CIRCUMSTANCES SHALL RINSING OR DUMPING OF THE SUBSTANCES OCCUR ON-SITE.
21. UNLESS NOTED OTHERWISE, CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS NECESSARY FOR CONSTRUCTION.
22. THE PROJECT MANAGER MAY RETAIN THE SERVICES OF A TESTING LABORATORY TO PERFORM QUALITY ASSURANCE TESTING ON VARIOUS PORTIONS OF THE CONTRACTORS WORK. WHEN REQUESTED, THE CONTRACTOR SHALL INFORM THE TESTING LABORATORY AND ASSIST THEM IN COMPLETING TESTS.
23. THE CONTRACTOR SHALL MAINTAIN AND SUPPLY THE PROJECT MANAGER WITH AS-BUILT PLANS UPON COMPLETION OF THE PROJECT.

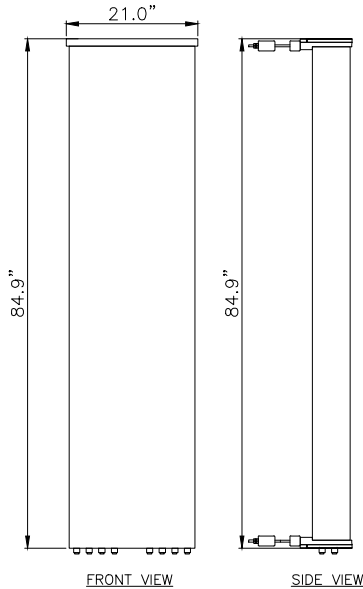
GENERAL NOTES



PLAN VIEW

KMW-ETCR-654L12H6
(EDTA) ELECTRICAL DOWN TILT ANTENNA

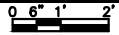
FREQUENCY RANGE	817-869 MHz
UNIT WEIGHT	2496-2690 MHz
BRACKET WEIGHT	84.9 Lbs
TOTAL WEIGHT	14.1 Lbs
	99.0 Lbs



FRONT VIEW

SIDE VIEW

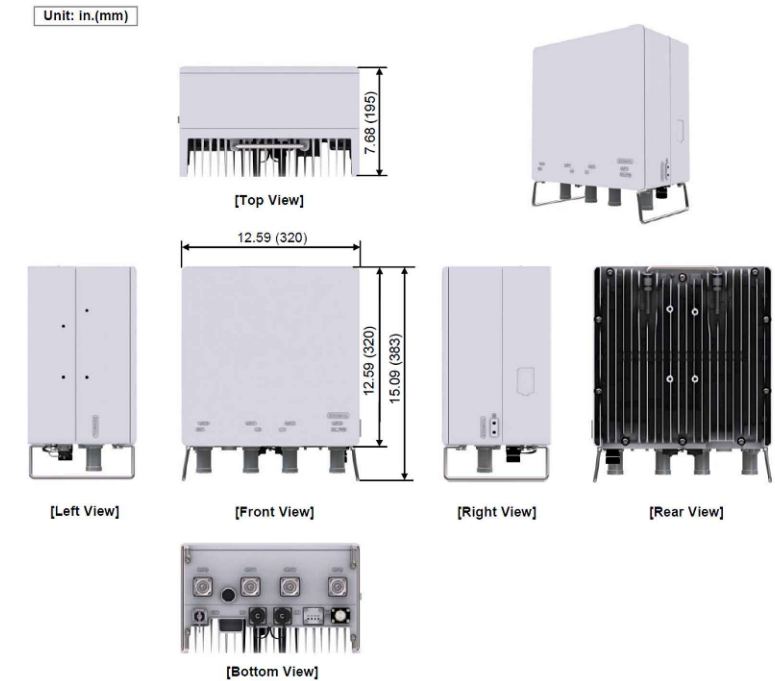
ANTENNA SPECS



SCALE: 1/2"=1'-0" (22x34)
(OR) 1/4"=1'-0" (11x17)

E

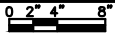
ONE LINE DIAGRAM (ANTENNA)



SAMSUNG - RFD01F-26A

FREQUENCY RANGE 800 MHz
UNIT WEIGHT 48.5 lbs

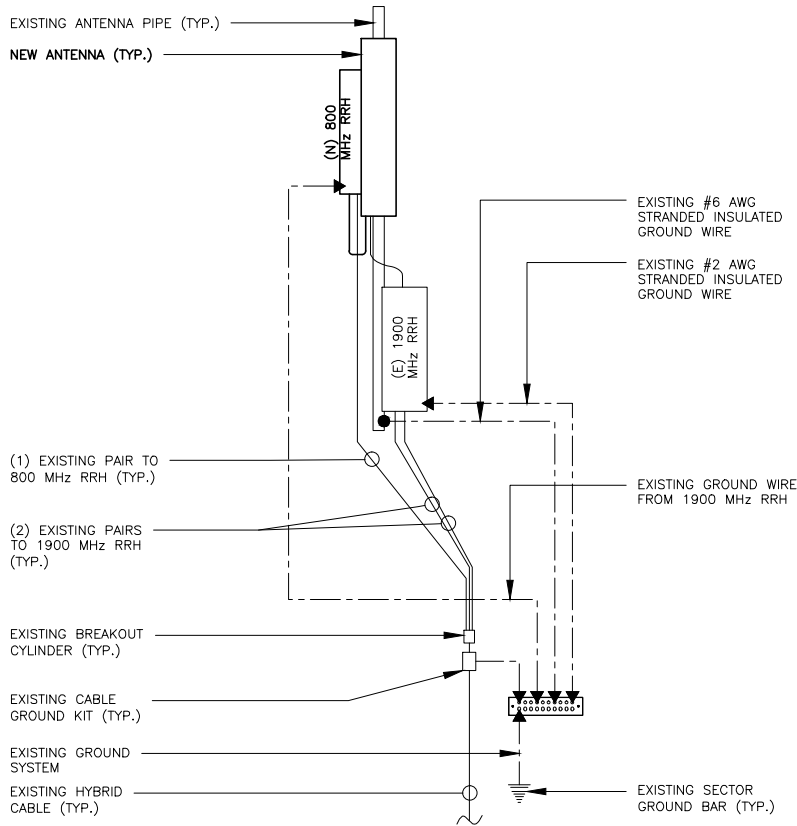
RRH SPECS



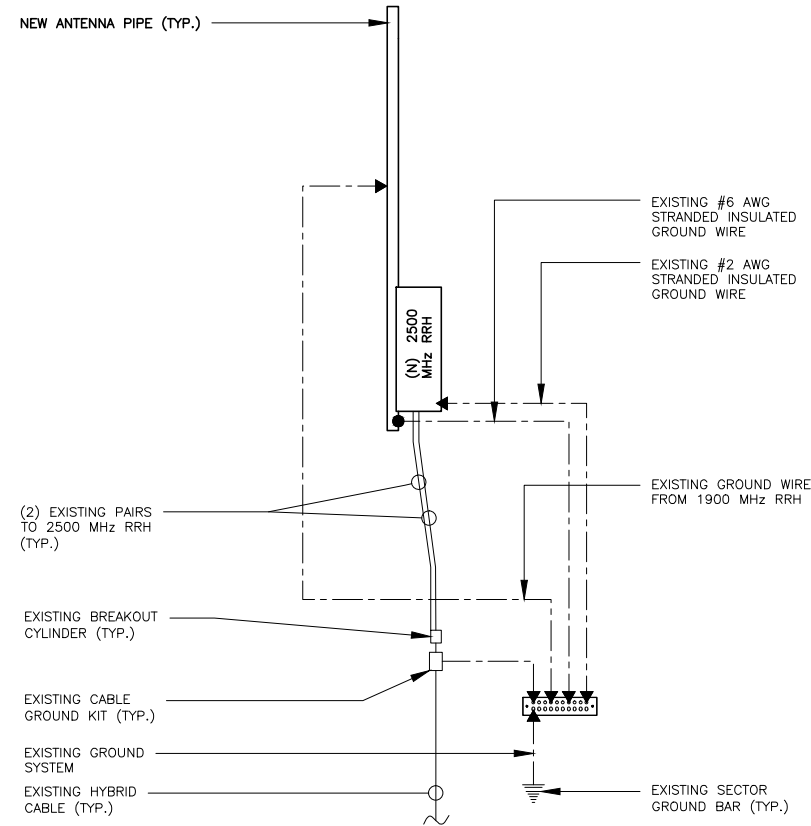
SCALE: 1-1/2"=1'-0" (22x34)
(OR) 3/4"=1'-0" (11x17)

C

- ▲ MECHANICAL CONNECTION
- EXOTHERMIC CONNECTION



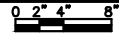
ONE LINE DIAGRAM (RADIO)



SAMSUNG - RRH-B8

FREQUENCY RANGE 2490-2690 MHz
UNIT WEIGHT 59.5 Lbs

RRH SPECS



SCALE: 1-1/2"=1'-0" (22x34)
(OR) 3/4"=1'-0" (11x17)

A

- ▲ MECHANICAL CONNECTION
- EXOTHERMIC CONNECTION

PLANS PREPARED FOR:

Sprint

SITE ACQUISITION:

SAC WIRELESS A NOKIA™ COMPANY

540 W. MADISON ST.
17TH FLOOR
CHICAGO, IL 60661
www.sacw.com
312.895.4977

PLANS PREPARED BY:

WESTCHESTER SERVICES LLC

604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

ARCHITECTURE LICENSE & SEAL:

LICENCED ARCHITECT
JOHN M. BANKS
#26379
STATE OF MINNESOTA

DATED: 12/27/17 EXP. DATE: 06/30/18

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MS03NP158

SITE ADDRESS:

**815 MINNEAPOLIS AVENUE
DULUTH, MN 55803**

PROJECT:

DO MACRO UPGRADE

SHEET DESCRIPTION:

**INSTALLATION SPECS
& EQUIPMENT**

DWG INFORMATION:

DRAWN BY: SDB
CHECKED BY: JMB

SHEET NUMBER:

SP-1