

# 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 11<sup>th</sup> 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: \_\_\_\_\_

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:

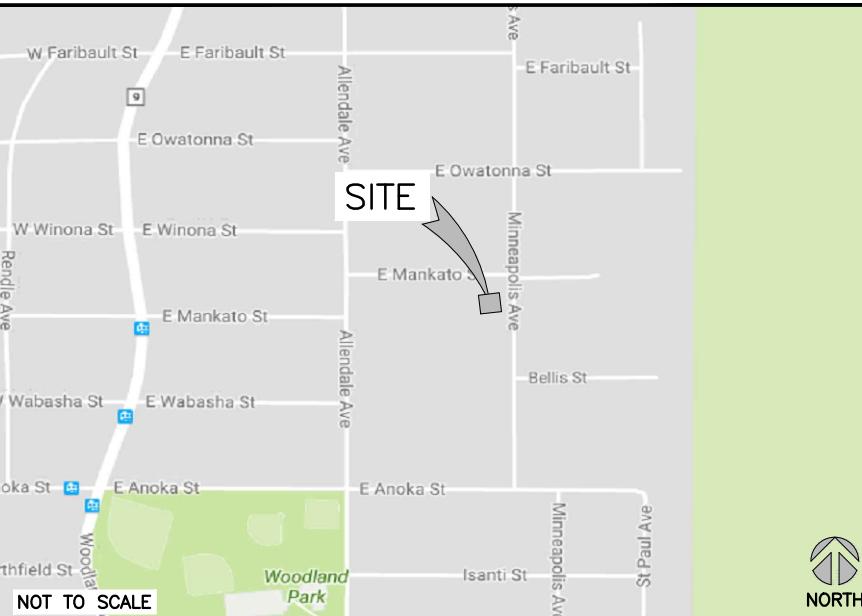
**TOWER INFORMATION**  
 LAT: 46° 50' 45.84" N (NAD '83)  
 LONG: 92° 04' 38.89" W (NAD '83)  
 ELEV: 1395' A.S.M.L.  
 SITE TYPE: WATER TOWER  
 COUNTY: ST. LOUIS  
 JURISDICTION: CITY OF DULUTH

**PROJECT DESCRIPTION**

- (3) EXISTING 800/1900 MHZ ANTENNAS (KMW ET-X-TS-70-15-62-18-IR-RD) TO BE REMOVED
- (3) NEW 800/1900/2500 MHZ TRI-BAND ANTENNAS (KMW ETCR-654L12H6) TO BE INSTALLED
- (3) NEW 2500 MHZ RRHS (SAMSUNG RRH-B8) TO BE INSTALLED
- (3) EXISTING 800 MHZ RRHS (SAMSUNG RRH-C2A) W/EXTERNAL FILTERS TO BE REMOVED
- (3) NEW 800 MHZ RRH (SAMSUNG RFD01F-26A) TO BE INSTALLED
- (3) NEW 2-3/8" STD (2-7/8" O.D.), 10' LONG, GALVANIZED ANTENNA MOUNTING PIPES (SITE PRO PART #: P30120 OR EQUIVALENT) TO BE INSTALLED
- (12) NEW 1/2" RF JUMPERS TO BE INSTALLED
- (1) NEW 1-1/4" HYBRID CABLE TO BE INSTALLED
- (1) NEW HYBRID BREAKOUT TO BE INSTALLED

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

811

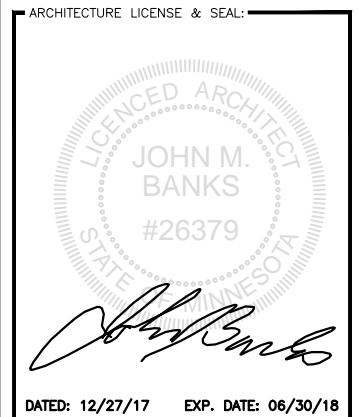
Know what's below.  
 Call before you dig.

**DO MACRO UPGRADE**  
**SITE ADDRESS:**  
**815 MINNEAPOLIS AVENUE**  
**DULUTH, MN 55803**

**SITE CASCADE:**  
**MS03NP158**  
**SITE NAME:**  
**DULUTH WOODLAND WT**

OVERALL SITE PLAN

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



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PERMIT/CONSTRUCTION	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**

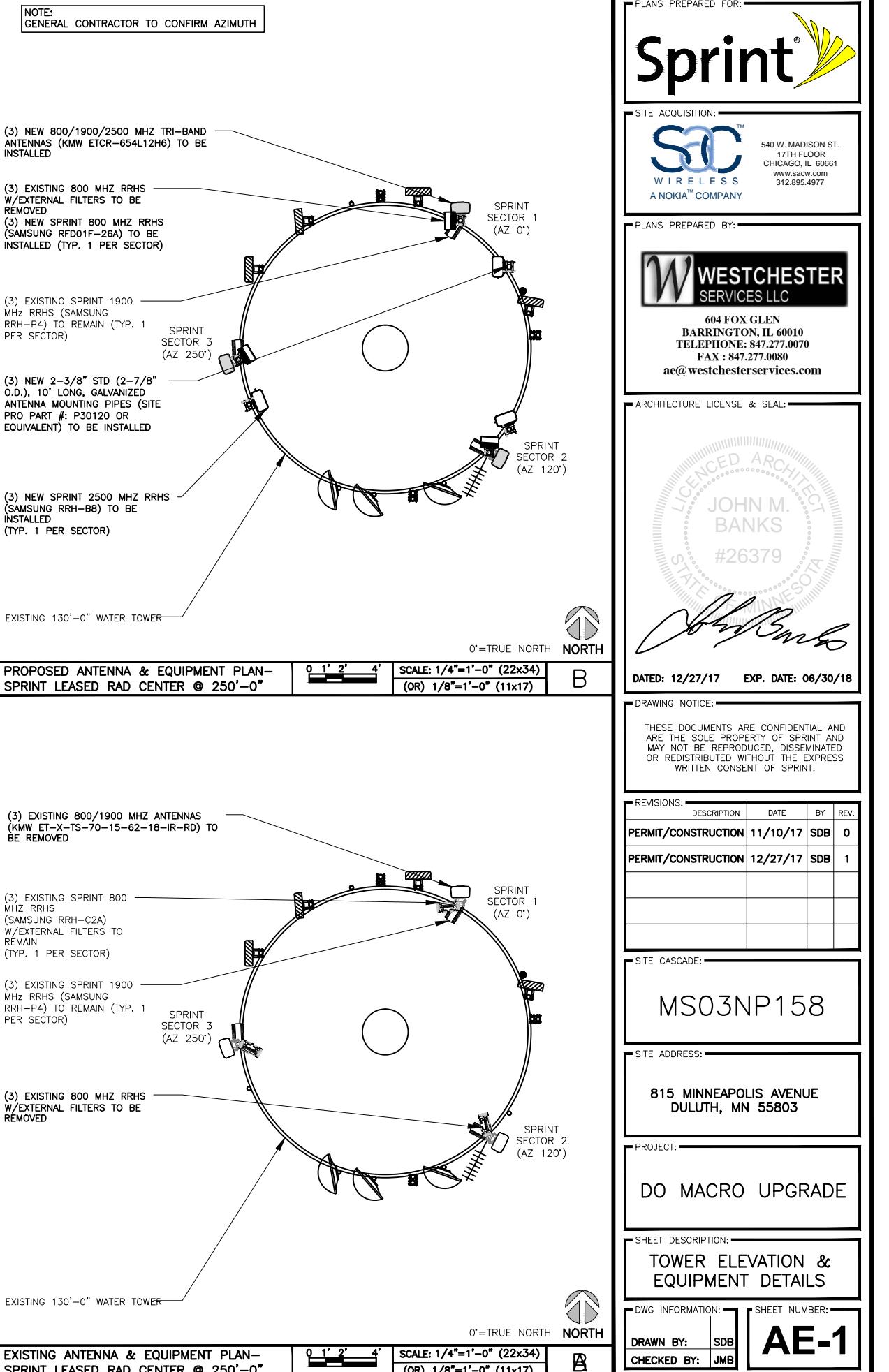
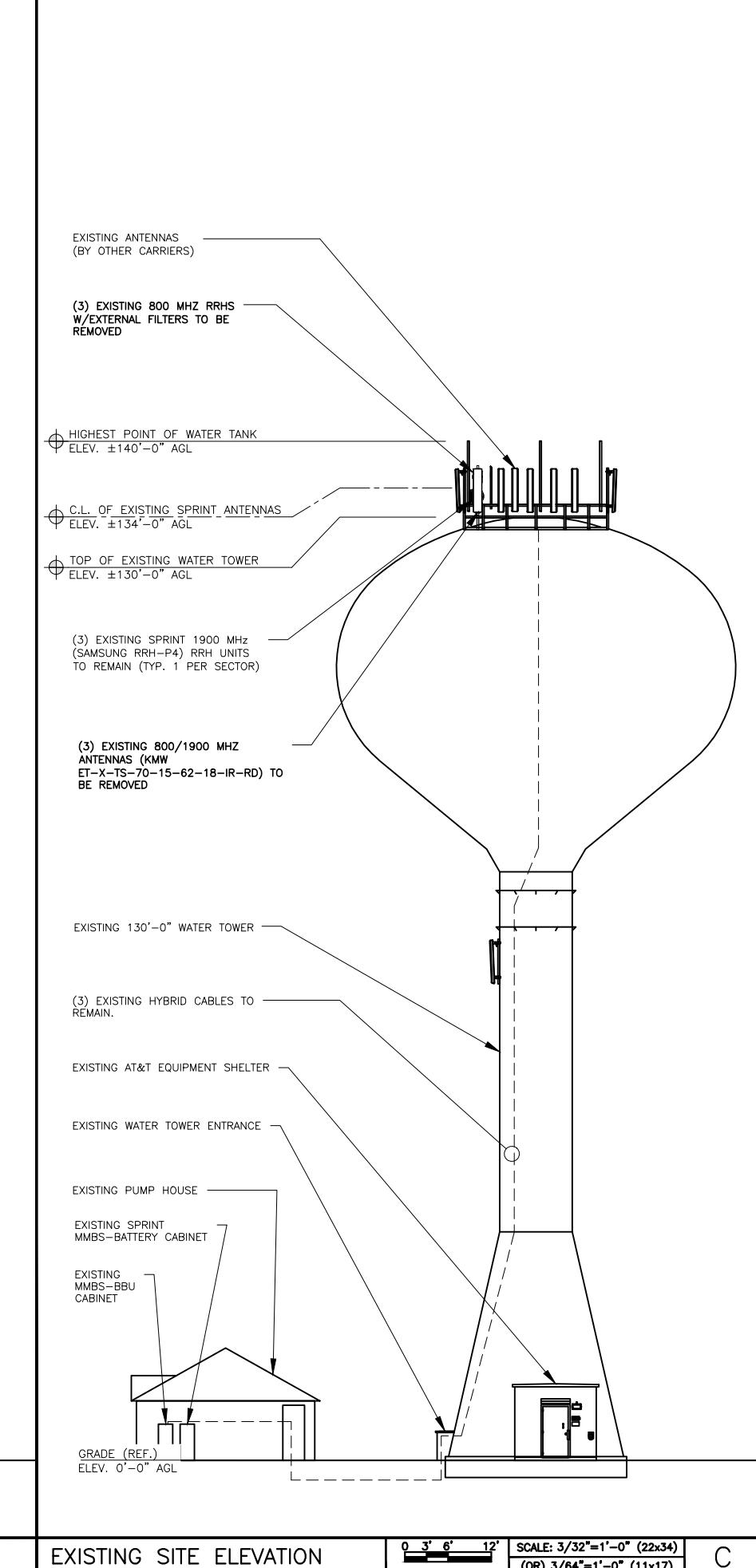
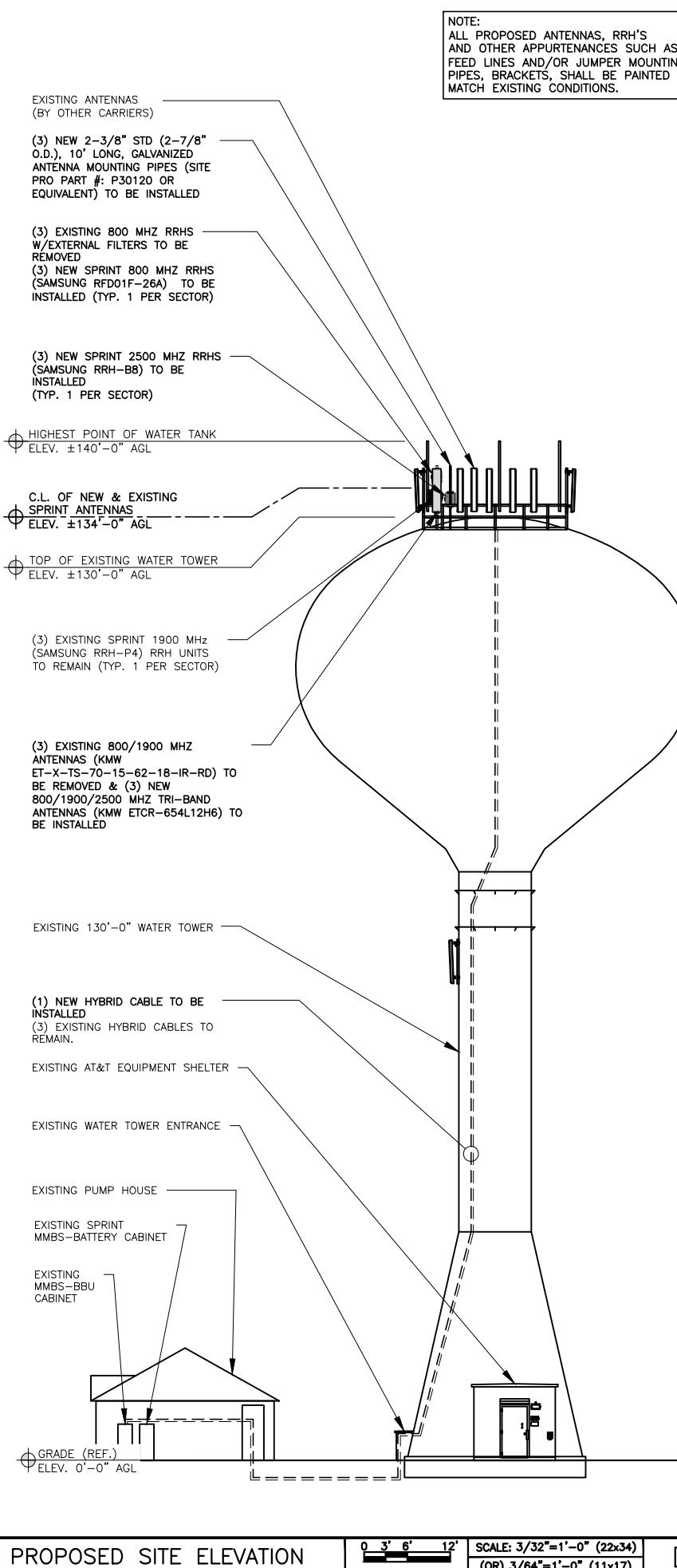
PROJECT:  
**DO MACRO UPGRADE**

SHEET DESCRIPTION:  
**COVER SHEET & SITE PLAN**

DWG INFORMATION: SHEET NUMBER:  
 DRAWN BY: SDB  
 CHECKED BY: JMB  
**T-1**

NORTH

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:  
JOHN M. BANKS  
#26379  
STATE OF MINNESOTA  
John Banks  
DATED: 12/27/17 EXP. DATE: 06/30/18

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

**SITE ADDRESS:**  
815 MINNEAPOLIS AVENUE  
DULUTH, MN 55803

**PROJECT:**  
DO MACRO UPGRADE

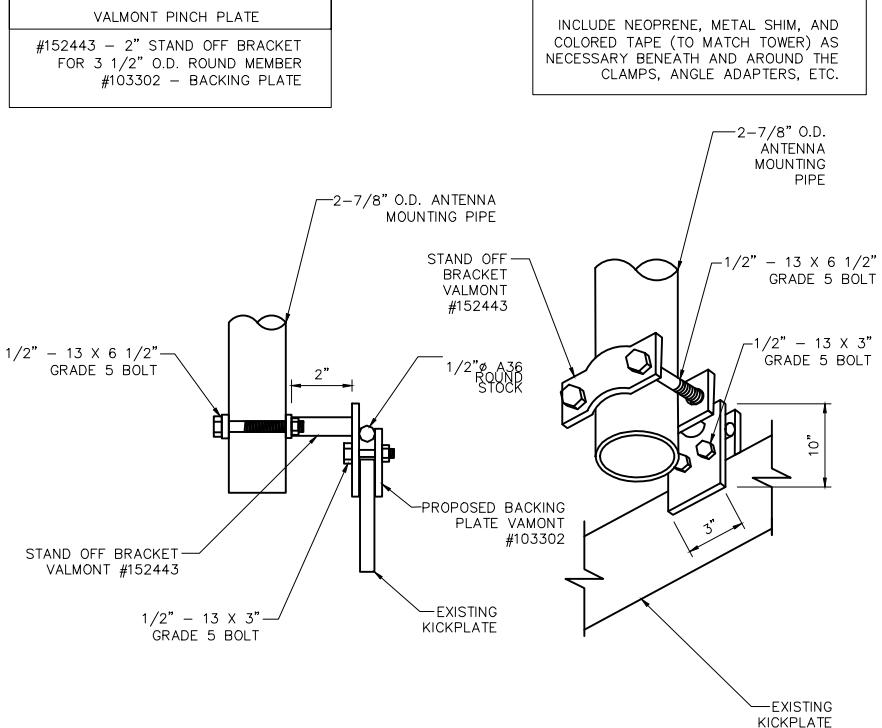
**SHEET DESCRIPTION:**  
TOWER ELEVATION & EQUIPMENT DETAILS

**DWG INFORMATION:**

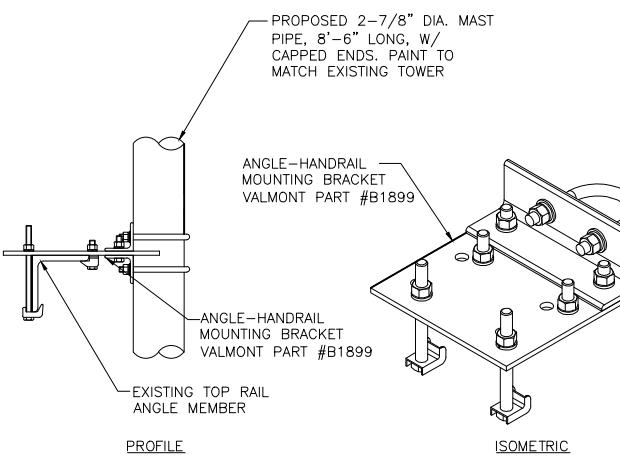
DRAWN BY:	SDB
CHECKED BY:	JMB

**SHEET NUMBER:**  
**AE-1**

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 BEHIND AND AROUND THE CLAMPS, ANGLE ADAPTERS, ETC.



PINCH PLATE DETAIL

SCALE  
N.T.S.

C

ANGLE-HANDRAIL MOUNTING BRACKET

SCALE  
N.T.S.

C

ANTENNA MOUNTING ELEVATION

0 3" 6" 1'  
SCALE: 3/4"=1'-0" (22x34)  
(OR) 3/8"=1'-0" (11x17)

B

NOT USED

EQUIPMENT ELEVATION DETAIL

0 1' 2" 4'  
SCALE: 1/4"=1'-0" (22x34)  
(OR) 1/8"=1'-0" (11x17)

C

RADIO MOUNTING ELEVATION

0 3" 6" 1'  
SCALE: 3/4"=1'-0" (22x34)  
(OR) 3/8"=1'-0" (11x17)

A

(3) EXISTING 800/1900 MHZ ANTENNAS (KMW ET-X-TS-70-15-62-18-IR-RD) ON ALPHA SECTOR & (ET-X-TS-70-15-62-18-IR-RD) ON BETA & GAMMA SECTORS TO BE REMOVED & (3) NEW 800/1900/2500 MHZ TRI-BAND ANTENNAS (KMW ETCR-654L12H6) TO BE INSTALLED  
(3) EXISTING ANTENNA MOUNTING PIPES TO REMAIN  
(3) EXISTING 800 MHZ RRHS W/EXTERNAL FILTERS TO BE REMOVED  
(3) NEW SPRINT 800 MHZ RRHS (SAMSUNG RF01F-26A) W/EXTERNAL FILTERS TO BE INSTALLED (TYP. 1 PER SECTOR)

(2) EXISTING SPRINT FIBER/POWER JUMPERS FROM EXISTING HYBRID BREAKOUT TO NEW SPRINT 800 MHZ RRHS (SAMSUNG RFD)  
(TYP. OF 1 SECTOR)

(3) EXISTING SPRINT 1900 MHZ RRHS (SAMSUNG RRH-P4) TO REMAIN (TYP. 1 PER SECTOR)

(2) EXISTING SPRINT FIBER/POWER JUMPERS FROM EXISTING HYBRID BREAKOUT TO SPRINT 1900 MHZ RRHS (SAMSUNG RRH-P4)  
(TYP. OF 1 SECTOR)

(4) EXISTING SPRINT 1/2" RF JUMPERS FROM 1900 MHZ RRH-P4 TO NEW 800/1900/2500 MHZ TRI-BAND ANTENNA TO REMAIN (TYP. OF 1 SECTOR)

(3) EXISTING SPRINT HYBRID CABLES TO REMAIN

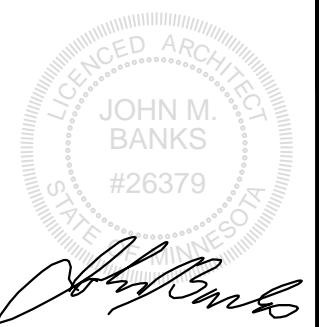
PLANS PREPARED FOR:



PLANS PREPARED BY:



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:

EQUIPMENT DETAILS

DWG INFORMATION:

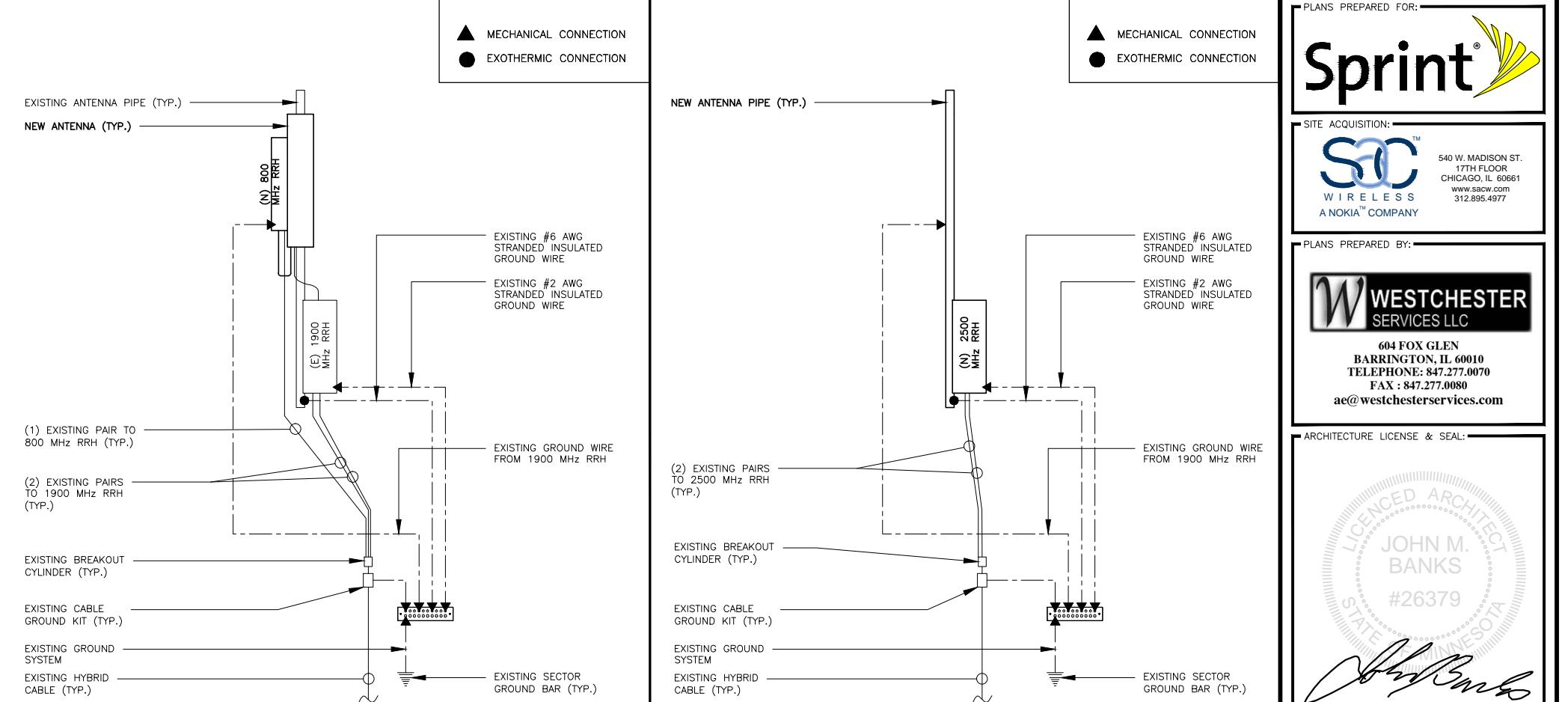
DRAWN BY: SDB

CHECKED BY: JMB

SHEET NUMBER: AE-2

## 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

## ONE LINE DIAGRAM (ANTENNA)

SCALE  
N.T.S.

D

## ONE LINE DIAGRAM (RADIO)

SCALE  
N.T.S.

B

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

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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

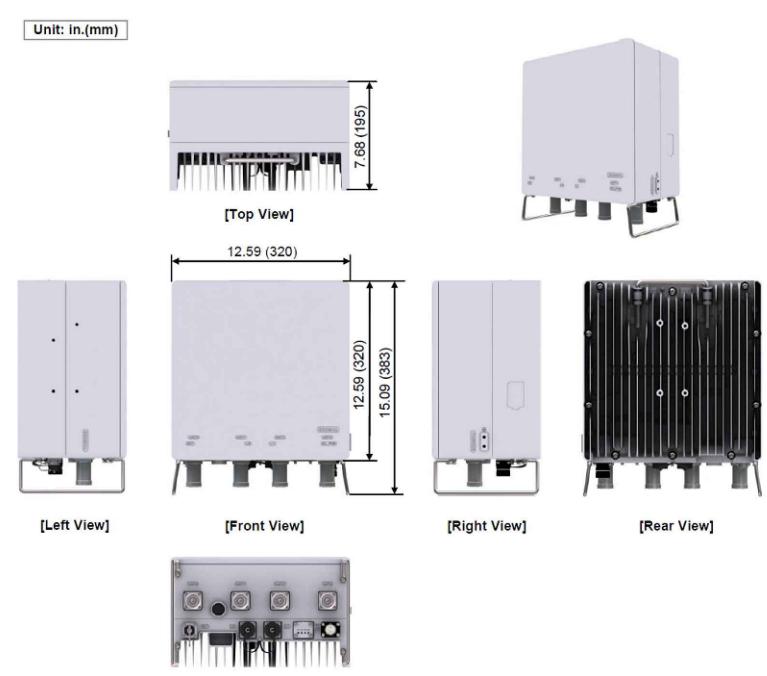
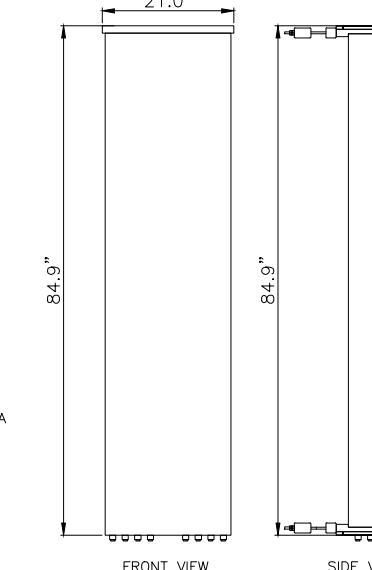
PROJECT: DO MACRO UPGRADE

SHEET DESCRIPTION: INSTALLATION Specs &amp; EQUIPMENT

DWG INFORMATION: SHEET NUMBER: SP-1

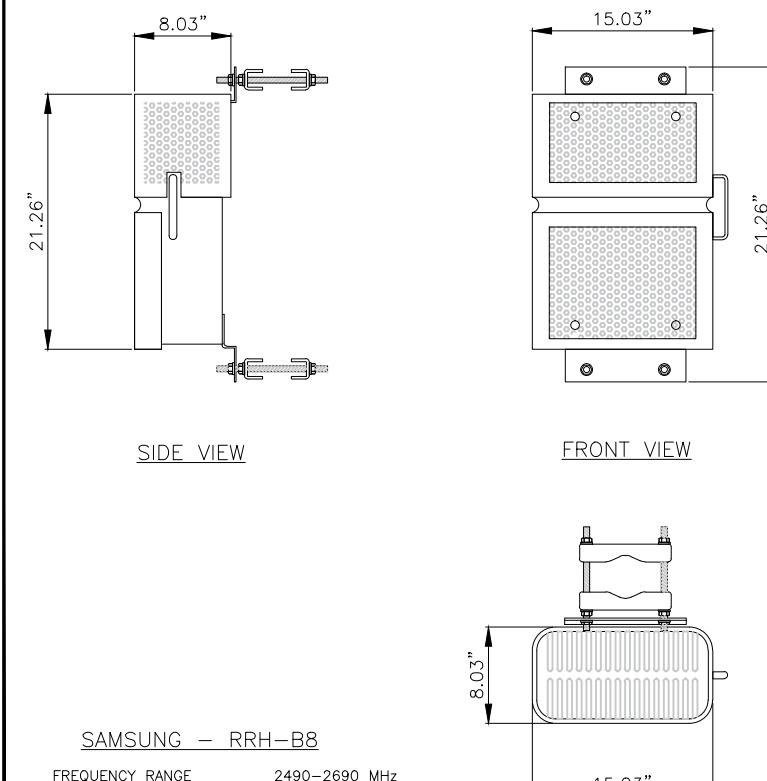
KMW-ETCR-654L12H6  
(EDTA) ELECTRICAL DOWN TILT ANTENNA

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



SAMSUNG - RRH-B8

FREQUENCY RANGE 2490-2690 MHz  
UNIT WEIGHT 59.5 Lbs



## ANTENNA SPECS

0 6" 1" 2"

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

E

## RRH SPECS

0 2" 4" 8"

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

C

## RRH SPECS

0 2" 4" 8"

SCALE: 1-1/2"=1'-0" (22x34)  
(OR) 3/4"=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:  
JOHN M. BANKS #26379  
STATE OF MINNESOTA  
LICENCED ARCHITECT  
John Banks  
DATED: 12/27/17 EXP. DATE: 06/30/18

DRAWING NOTICE: