

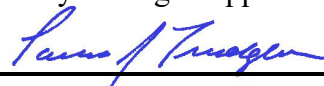
**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: October 10, 2022  
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Approve First Amendment to T-Mobile Central LLC Lease at Roseville Civic Center

**BACKGROUND**

On April 25, 2005, the City of Roseville entered into a lease agreement for the placement of antennae and auxiliary equipment at the Civic Center campus. Recently, T-Mobile Central LLC requested a lease amendment to install a back-up power generator for their equipment to provide stable, reliable cellular service in this area in the event of a power outage. The City recognizes the public benefit of this request and has been working with T-Mobile Central LLC to amend the lease to account for a larger footprint on the premises for their ground-mounted equipment.

The attached first amendment document provides for an additional 50 square feet of ground space around the lattice tower, for a total of approximately 200 square feet. T-Mobile Central LLC will pay an additional \$357 per month, or \$4,284 per year, for the additional square footage. As per the current lease terms, the rent increase shall be included in the 3% annual rent increase.

No adjustment to the lease duration is considered in this amendment. The current lease expires September 30, 2025, but may be extended by the T-Mobile Central LLC for an additional five-year term, until September 30, 2030.

The installation of the generator and any additional equipment or wiring will be reviewed and inspected by City staff or its agents.

**FINANCIAL IMPACTS**

Per the original and amended lease for this site, T-Mobile Central LLC is currently paying the City \$37,453.53 annually under the current lease agreement. This lease amendment will add an additional \$357/month or \$4,284 per year. The total lease amount, including the amendment addition, will increase annually by 3%. These revenues are used to offset technology costs for the City of Roseville.

**STAFF RECOMMENDATION**

Staff recommends the City Council approve the first amendment to T-Mobile Central LLC lease at the Roseville Civic Center.

**REQUESTED COUNCIL ACTION**

Motion to approve the first amendment to T-Mobile Central LLC lease at the Roseville Civic Center.

Prepared by: Stephanie Smith, Assistant City Engineer  
Attachments: A: First Amendment to Lease Agreement

Site# A1N0923D  
Site Name: Roseville Civic Center  
Market: Minneapolis MN

## FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (this “First Amendment”) is made and entered into by and between the City of Roseville, a Minnesota municipal corporation (“Owner”), and T-Mobile Central LLC, a Delaware limited liability company, as successor-in-interest to VoiceStream Minneapolis, Inc., a Delaware corporation (“Lessee”).

### RECITALS

**WHEREAS**, Owner and Lessee (through its predecessor-in-interest) entered into a Lease Agreement (“Lease”) dated April 25, 2005, with respect to Owner’s tower and land located at 2660 Civic Center Drive, Roseville, Minnesota 55113, legally described on Exhibit A-1 attached hereto (“Owner’s Property” or the “Property”).

**WHEREAS**, Owner and Lessee 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 herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Lessee covenant and agree as follows:

1. **Changes to Leased Premises.** Effective as of the latter of the signature dates, the following shall apply:
  - a. Exhibit A to the Lease is hereby deleted in its entirety and replaced with that Exhibit A-1 attached hereto.
  - b. The Premises shall be increased to include approximately fifty square feet (50 sq. ft.) of additional ground space. Lessee shall have the right to modify its Premises as described and depicted on Exhibit B-1.
  - c. Exhibit B to the Lease is hereby amended as follows:
    - i. Exhibit B-1 hereto is added to Exhibit B of the Lease. To the extent the specifications and/or site plan in Exhibit B-1 conflict with the same in Exhibit B of the Lease, the information in Exhibit B-1 shall control.
    - ii. The Parties further acknowledge that the Premises, located at 2660 Civic Center Drive, Roseville, Minnesota 55113, will include total usable ground space of approximately two hundred square feet (200 sq. ft.) (10’x15’ and 5’x10’), with the exact amount to be fixed by the parties and described on Exhibit B-1.
    - iii. Owner, as lessor of the Premises, hereby consents to and approves the modifications described and depicted on Exhibit B-1, in all respects.
2. **Rent.** As additional consideration for the generator lease space and other rights set forth in this First Amendment, starting on the date that is thirty (30) days after the start of construction for the installation of the generator to the Antenna Facilities, rent will be increased by \$357.00 per month.
3. **Consent or Approval.** Owner represents and warrants to Lessee that the consent or approval of no additional party, including, without limitation, a lender, is required with respect to the execution

of this First Amendment, or if any such party consent or approval is required, Owner has obtained any and all such consents or approvals.

4. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed a single instrument. A signed copy of this First Amendment delivered by facsimile, e-mail or other means of electronic transmission shall legally bind the parties and be deemed to have the same legal effect as delivery of an original signed copy of this First Amendment.
  
5. **Other Terms and Conditions.** The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms not defined in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Lease, 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 Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.
  
6. **Authority.** Each of the parties represents and warrants that it has the full right and authority to enter into this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the date of execution by the last party to sign.

**OWNER**  
City of Roseville

**LESSEE**  
T-Mobile Central LLC

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: City Manager  
Date: \_\_\_\_\_

Site# A1N0923D  
Site Name: Roseville Civic Center  
Market: Minneapolis MN

## **Exhibit A-1**

### Legal Description of Owner's Property

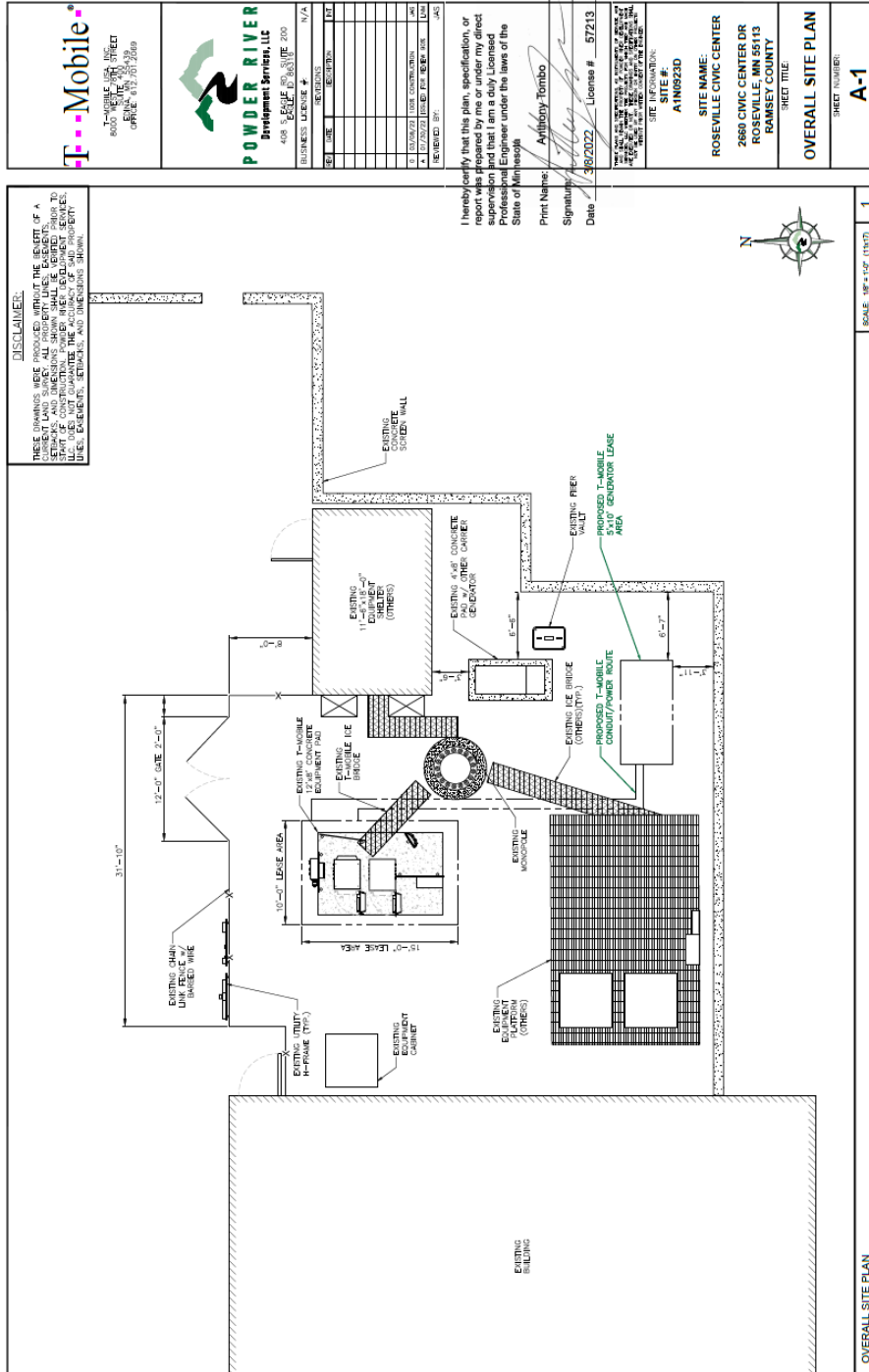
That part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 3, Township 29, Range 23 lying South of Woodhill Drive. All located within Ramsey County, Minnesota.

**Exhibit B-1**

Premises; Lessee's Ground Space

Subject to the terms and conditions of this First Amendment, ground space is generally described and depicted as shown below or in the immediately following attachments(s).

Ground Space: 10'x15' and 5'x10'



WHEN RECORDED RETURN TO:

T-Mobile Central LLC  
12930 SE 38<sup>th</sup> Street  
Bellevue, Washington 98006  
Attn: Property Management  
Re: Site Number A1N0923D

SPACE ABOVE FOR RECORDER'S USE

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FIRST AMENDMENT TO MEMORANDUM OF LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Roseville, a Minnesota municipal corporation ("Owner"), and T-Mobile Central LLC, a Delaware limited liability company, as successor-in-interest to VoiceStream Minneapolis, Inc., a Delaware corporation ("Lessee"), concerning the real property legally described on Exhibit A hereto ("Property").

1. Owner and Lessee (through its predecessor-in-interest) entered into a certain Lease Agreement on the 25th day of April, 2005, for the purpose of installing, operating, and maintaining a communications facility and other improvements on the Property ("Lease"). A Memorandum of Lease was recorded November 18, 2005, as Document No. 3905917.
2. Owner and Lessee entered into a First Amendment to Lease Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, which modifies the Lessee's ground space and Rent under the Lease ("First Amendment").
3. This First Amendment to Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, as amended, all of which are hereby ratified and affirmed. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

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Site Name: A1N0923D  
Site Name: Roseville Civic Center  
Market: MINNEAPOLIS MN

Generator Add

**IN WITNESS WHEREOF**, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**OWNER:**

City of Roseville, a Minnesota municipal corporation

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

City Manager

STATE OF MINNESOTA )

) ss.

COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ and \_\_\_\_\_, the Mayor and City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public

Site Name: A1N0923D  
Site Name: Roseville Civic Center  
Market: MINNEAPOLIS MN

Generator Add





**Memorandum of Lease  
Exhibit A  
Legal Description**

Legal Description of Owner's Property

That part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 3, Township 29, Range 23 lying South of Woodhill Drive. All located within Ramsey County, Minnesota.

Site Name: A1N0923D  
Site Name: Roseville Civic Center  
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Generator Add