

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** B 265-15

**Department Source:** Law

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** 9/08/2015

**Re:** Amendments to PCS Antenna Agreements with T-Mobile Central, LLC Relating to the Lease of City-owned Property on Cinnamon Hill Lane (Shepard Water Tower) and Walnut Street (Walnut Street Water Tower)

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

**Supporting documentation includes:** None

## Executive Summary

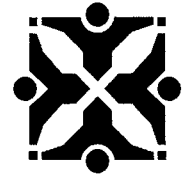
Staff has prepared an ordinance for Council consideration that would authorize the City Manager to sign amendments to PCS antenna agreements and memorandums of lease with T-Mobile Central LLC ("T-Mobile"), as successor in interest to VoiceStream PSC II Corporation, to extend the term of leases for the location of various personal communications systems (PCS) equipment and antennas on City-owned property located at 1160 Cinnamon Hill Lane (Shepard Water Tower) and 15 E. Walnut Street (Walnut Street Water Tower).

## Discussion

The City and T-Mobile are currently parties to PCS antenna agreements that allow T-Mobile to lease space for personal communications systems (PCS) equipment and antennas on City-owned property located at 1160 Cinnamon Hill Lane (Shepard Water Tower) and 15 E. Walnut Street (Walnut Street Water Tower). The amendments provide for a five (5) year lease extension for the two properties as well as allowing for two (2) additional successive renewal terms of five (5) years. T-Mobile shall pay an annual fee of \$27,500.00 for the lease of space on the Shepard Water Tower and \$34,560.00 for the lease of space on the Walnut Street Water Tower. For both locations, the annual rent shall increase by 20% upon the exercise of each successive five (5) year renewal term. Either party has the right to not renew the lease at each five (5) year interval upon six (6) months prior notice of termination. In addition, the amendments provide for more restrictive, City-mandated, construction, site entry and insurance provisions.

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



## Fiscal Impact

**Short-Term Impact:** For the first five (5) years of the agreements, T-Mobile shall pay an annual fee of \$27,500.00 for the lease of space on the Shepard Water Tower and \$34,560.00 on the Walnut Street Water Tower.

**Long-Term Impact:** The annual rental fee for both properties shall increase by 20% upon the renewal of each successive five (5) year term.

## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Community Facilities and Services

Strategic Plan Impact: Not Applicable

Comprehensive Plan Impact: Mobility, Connectivity, and Accessibility


## Suggested Council Action

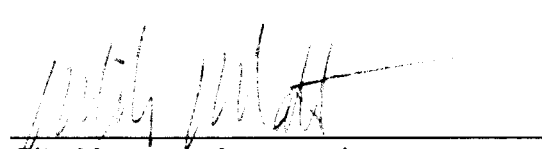
Passage of the ordinance authorizing execution of the amendments to the PCS antenna agreements and memorandums of lease with T-Mobile.

## Legislative History

Ordinance No. 016584 authorized a PCS antenna agreement with VoiceStream PCS II Corporation on September 5, 2000 for the lease of space at the Shepard Water Tower property on Cinnamon Hill Lane.

Ordinance No. 016562 authorized a PCS antenna agreement with VoiceStream PCS II Corporation on August 21, 2000 for the lease of space at the Walnut Street Water Tower property.

  
Department Approved

  
City Manager Approved

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 265-15

### **AN ORDINANCE**

authorizing amendments to PCS antenna agreements and memorandums of lease with T-Mobile Central LLC relating to the lease of property and space on the Shepard Water Tower (1160 Cinnamon Hill Lane) and the Walnut Street Water Tower (15 E. Walnut Street); and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an amendment to the PCS antenna agreement with T-Mobile Central LLC relating to the lease of property and space on the Shepard Water Tower located at 1160 Cinnamon Hill Lane. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The City Manager is hereby authorized to execute a Memorandum of Lease with T-Mobile Central LLC relating to the lease of property located at 1160 Cinnamon Hill Lane (Shepard Water Tower). The form and content of the Memorandum of Lease shall be substantially in the same form as set forth in "Exhibit B" attached hereto.

SECTION 3. The City Manager is hereby authorized to execute an amendment to the PCS antenna agreement with T-Mobile Central LLC relating to the lease of property and space on the Walnut Street Water Tower located at 15 E. Walnut Street. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit C" attached hereto.

SECTION 4. The City Manager is hereby authorized to execute a Memorandum of Lease with T-Mobile Central LLC relating to the lease of property located at 15 E. Walnut Street (Walnut Street Water Tower). The form and content of the Memorandum of Lease shall be substantially in the same form as set forth in "Exhibit D" attached hereto.

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

## **AMENDMENT TO PCS ANTENNA AGREEMENT SHEPARD WATER TOWER**

THIS AMENDMENT to PCS Antenna Agreement ("Amendment") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between City of Columbia, Missouri, a Missouri Municipal Corporation, having an address of P.O. Box 6015, Columbia, Missouri 65205 ( "City") and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to VoiceStream PSC II Corporation (hereinafter "Lessee").

WHEREAS, City and Lessee are parties to a certain PCS Antenna Agreement dated September 7, 2000 ("Agreement"), for Lessee's use of a portion of real estate (hereinafter referred to as "Leased Premises") located at 1160 Cinnamon Hill Lane, Columbia, Missouri, and

WHEREAS, City and Lessee desire to amend and supplement the Agreement as provided herein,

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree to the following modifications to the Agreement:

1. The term of the Agreement is hereby extended for five (5) years from September 7, 2015 through September 6, 2020. Thereafter, the term of the Agreement shall automatically renew for two (2) additional five (5) year terms (each a "Renewal Term") unless either party provides written notice of intention not to renew to the other party at least six (6) months before the expiration of the then current term.
2. On September 7, 2015, the annual rent will be increased to Twenty-Seven Thousand Five Hundred Dollars (\$27,500). During the term of the Agreement, as extended pursuant to this Amendment, annual rent installments shall be paid by September 7<sup>th</sup> of each year, and may be paid by electronic funds transfer. The annual rent shall increase by twenty percent (20%) upon the commencement of each Renewal Term.

3. The parties' notice addresses in Section 9 of the Agreement are hereby amended as follows:

If to City:

City Manager's Office

Attn: Tony St. Romaine

P.O. Box 6015

Columbia, MO 65205-6015

If to Lessee:

T-Mobile Central LLC

12920 SE 38<sup>th</sup> Street

Bellevue, WA 98006

Attn: Lease Compliance/MO-08-240

4. Section 10. (Construction on Premises) of the Agreement is deleted in its entirety and replaced with the following:

"All construction, installation, mounting or erection of Lessee's equipment, cables or antennas must have the prior approval of the City. Because the water tower contains a significant percentage of the City's potable water supply, Lessee must provide the City with detailed engineering or construction plans before any proposed construction, installation or antenna mounting is allowed on the tank or any tower leg. No such work shall proceed until the plans are approved and the work is scheduled with the City Water and Light Department.

All construction, installation, mounting, erection or maintenance of Lessee equipment shall be done under the inspection of the Water and Light Department to insure work methods are consistent with avoiding structural damage and contamination of the water inside the tower and meet OSHA, EPA, Mo DNR, AWWA and City standards.

Bolted, welded, strapped or otherwise mounted equipment or appliances shall not damage the tower's paint or protective coating or otherwise create opportunities for corrosion caused by exposure to the elements or galvanic corrosion resulting from dissimilar metals. After Lessee has mounted its antennas and cables on the City's water tower Lessee shall sand, prime, paint or apply any other necessary coating to prevent rust and corrosion and cover or remove all scratches or marks to the towers paint or protective coatings. All such repairs to the finish shall include the immediate repair of the surrounding area as required by the Water and Light Department. All paints, primers or protective coatings must receive City approval before use.

Lessee understands and agrees that the City conducts routine maintenance of the water tower which includes regular finish repair and occasionally a total repainting of the

structure. If such routine repairs or repainting is necessary during a term of this agreement, the City shall give Lessee at least 90 days' notice of the work. Lessee shall be responsible at its own expense to remove its antenna and equipment from the tower if necessary so that the City's maintenance may be accomplished.

In the event the repairs or maintenance to be performed by the City requires that Lessee, PCS or related equipment be temporarily removed from the site, thereby causing a disruption in service from the site, Lessee may bring a mobile cellular on wheels (cow) on the property at a location approved by the City so as not to interfere with any repairs or maintenance being performed to the water tower.

Lessee's rent shall be abated for the amount of time it has neither its antenna nor equipment in place on the tower or a "cow" in place at the site because of the City's maintenance work.

There shall be no construction, maintenance or service personnel above the water line when tanks are in service. There shall be no access through the bowl of the tank to the top of the towers when tank is in service. However, work may be done from the ground with a crane or mechanical lift when tank is in service. In the event it is absolutely necessary to access the tank area, City may drain tank to provide access but requires at least two (2) weeks' notice to drain the tank to provide access. In the event the City is required to drain the tank to permit access then Lessee will be responsible for a time and material fee assessment to cover expenses incurred by City. Demands on the water system may prohibit City's ability to take the tank out of service at any given time and City's determination of that demand shall be final."

5. Section 16. (Site Entry) of the Agreement is deleted in its entirety and replaced with the following:

"Lessee understands and agrees that the fenced area surrounding the Shepard Water Tower is a locked and secure site. Neither Lessee nor any employee, contractor or subcontractor shall enter the site at any time, day or night without first contacting the City of Columbia Water and Light Department at one of the following numbers:

William Strawn	573-874-9011 (office)	573-819-6620 (cell)
Scott Hern	573-817-6477 (office)	573-537-4872 (cell)
Mike Ussery	573-817-6473 (office)	573-673-6058 (cell)

Lessee shall give twenty four (24) hour notice to City before requesting entry except in emergencies. Upon contracting the City's Water and Light Department arrangements will be made to open the site as quickly as possible. Lessee, nor any employee, contractor or subcontractor shall enter the water tower site until it has been opened by a City employee."

6. Section 19. (Insurance) of the Agreement is deleted in its entirety and replaced with the following:

"Lessee will procure and maintain a commercial general liability insurance policy with a limit of not less than one million dollars (\$1,000,000.00) for each occurrence, and two million dollars (\$2,000,000.00) general aggregate, and an excess liability insurance policy with a limit of five million dollars (\$5,000,000.00). Coverage to be provided shall be an insurance company authorized to do business in the State of Missouri with an A.M. Best minimum rating of at least A-VII."

7. Venue for any litigation involving the Agreement will be in Boone County, Missouri Circuit Court or the U.S. District Court for the Western District of Missouri.

8. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

9. City represents and warrants to Lessee that the City is the sole owner in fee simple title to the Leased Premises and easements and the City's interest under the Agreement and that consent or approval of no other person is necessary for the City to enter into this Amendment.

10. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

11. Nothing in the Agreement shall be deemed to be a waiver of either sovereign immunity or public official immunity by the City.

12. The Agreement shall be deemed to meet the Commercial Lease safe harbor of the Bankruptcy Code. In the event Lessee files for bankruptcy relief, Lessee shall either affirm



the Agreement and bring all payments current or reject the Agreement and remove all towers and equipment within the period allows by applicable law.

13. Lessee shall have the right to record this Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their respective names by their respective duly authorized representatives as of the date first above written.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF BOONE     )

On this day of \_\_\_\_\_, 2015, before me appeared Mike Matthes, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.

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

My commission expires:

T-MOBILE CENTRAL LLC:

BY: Huss — LGL

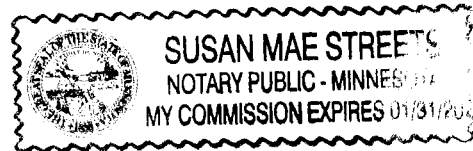
Title: Area Director of Eng.

STATE OF MN )  
COUNTY OF Hennepin ) ss.

On this 17<sup>th</sup> day of August, 2015, before me, a notary public, appeared Hossein Sepehr, to me personally known, who being by me duly sworn did say that s/he is the Area Director of T-Mobile Central LLC, a Delaware limited liability company, and that this instrument was signed on behalf of said limited liability company and further acknowledged that s/he executed the same as her/his free act and deed for the purpose therein stated and that s/he has been duly granted the authority by said limited liability company to execute the same.

Susan Mae Streets  
Notary Public

My commission expires: 1-31-20



# MEMORANDUM OF SITE AGREEMENT

City of Columbia, Missouri, a municipal Corporation ("City") and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to Voice Stream PSC II Corporation ("Lessee") are parties to a PCS Antenna Agreement dated September 7, 2000 (the "Agreement").

The Agreement was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The current term of the Agreement will expire on September 6, 2015.

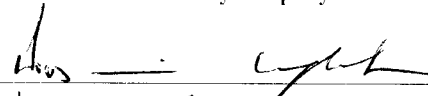
City and Lessee have extended the term of the Agreement, from September 7, 2015 through September 6, 2020, after which the Agreement shall automatically renew for two (2) additional five (5) year terms (each a "Renewal Term") unless Lessee provides written notice of intention not to renew to City at least six (6) months before the expiration of the then current term.

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

**OWNER: City of Columbia, Missouri, a Missouri Municipal Corporation**

By: \_\_\_\_\_  
 Printed Name: Mike Matthes  
 Title: City Manager  
 Date: \_\_\_\_\_

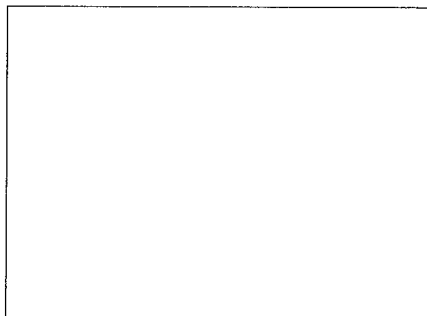
**TENANT: T-Mobile Central LLC, a  
 Delaware limited liability company**

By:  \_\_\_\_\_  
 Printed Name: Hossein Sepehr  
 Title: Area Director of Eng  
 Date: 8/17/2015

STATE OF KANSAS     )  
                                  ) ss.  
COUNTY OF MIAMI     )

I certify that I know or have satisfactory evidence that Mike Matthes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Columbia, Missouri, a Missouri Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



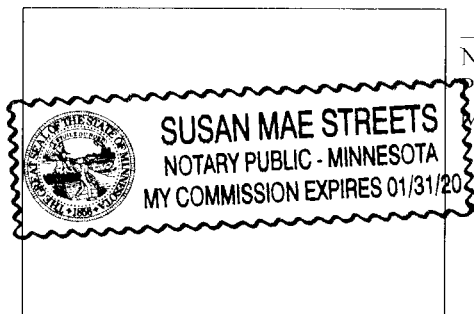
(Use this space for notary stamp/seal)

Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF MINNESOTA     )  
                                  ) ss.  
COUNTY OF HENNEPIN     )

I certify that I know or have satisfactory evidence that Hossein Sepehr is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/17/2015



(Use this space for notary stamp/seal)

Susan Mae Streets  
Notary Public  
Print Name Susan Mae Streets  
My commission expires 1-31-20

#### **Legal Description**

**A tract of land, part of the West Half of the East Half of Section 17, Township 48 North, Range 12 West, described as follows: Beginning at the woutheast corner of the Survey of a 4.55 acre church sits, recorder in Book 347 at Page 75 of the Records of Boone County, Missouri; thence North 0°03' West for 250 feet along the east line of said church site; thence east for 250 feet; thence South 0°03' east for 250 feet; thence West 250 feet to the point of beginning; comprising 1.43 acres more or less.**

## **AMENDMENT TO PCS ANTENNA AGREEMENT WALNUT STREET WATER TOWER**

THIS AMENDMENT to PCS Antenna Agreement ("Amendment") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between City of Columbia, Missouri, a Missouri Municipal Corporation, having an address of P.O. Box 6015 Columbia, Missouri 65205 ("City") and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to Voice Stream PSC II Corporation ("Lessee").

WHEREAS, City and Lessee are parties to a certain PCS Antenna Agreement dated August 23, 2000, ("Agreement") for Lessee's use of a portion of real estate (hereinafter referred to as "Leased Premises") located on Walnut Street, Columbia, Missouri, and

WHEREAS, City and Lessee desire to amend and supplement the Agreement as provided herein,

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree to the following modifications to the Agreement:

1. The term of the Agreement is hereby extended for five (5) years, from August 23, 2015 through August 22, 2020. Thereafter, the term of the Agreement shall automatically renew for two (2) additional five (5) year terms (each a "Renewal Term") unless either party provides written notice of intention not to renew to the other party at least six (6) months before the expiration of the then current term.
2. On August 23, 2015, the annual rent will be increased to Thirty-Four Thousand Five Hundred Sixty Dollars (\$34,560.00). During the term of the Agreement, as extended pursuant to this Amendment, annual rent installments shall be paid by August 23<sup>rd</sup> of each year and may be paid by electronic funds transfer. The annual rent shall increase by twenty percent (20%) upon the commencement of each Renewal Term.

3. The parties' notice addresses in Section 9 of the Agreement are hereby amended as follows:

If to City:

City Manager's Office

Attn: Tony St. Romaine

P.O. Box 6015

Columbia, MO 65205-6015

If to Lessee:

T-Mobile Central LLC

12920 SE 38<sup>th</sup> Street

Bellevue, WA 98006

Attn: Lease Compliance/MO-08-238

4. Section 10. (Construction on Premises) of the Agreement is deleted in its entirety and replaced with the following:

"All construction, installation, mounting or erection of Lessee's equipment, cables or antennas must have the prior approval of the City. Because the water tower contains a significant percentage of the City's potable water supply, Lessee must provide the City with detailed engineering or construction plans before any proposed construction, installation or antenna mounting is allowed on the tank or any tower leg. No such work shall proceed until the plans are approved and the work is scheduled with the City Water and Light Department.

All construction, installation, mounting, erection or maintenance of Lessee equipment shall be done under the inspection of the Water and Light Department to insure work methods are consistent with avoiding structural damage and contamination of the water inside the tower and meet OSHA, EPA, Mo DNR, AWWA and City standards.

Bolted, welded, strapped or otherwise mounted equipment or appliances shall not damage the tower's paint or protective coating or otherwise create opportunities for corrosion caused by exposure to the elements or galvanic corrosion resulting from dissimilar metals. After Lessee has mounted its antennas and cables on the City's water tower Lessee shall sand, prime, paint or apply any other necessary coating to prevent rust and corrosion and cover or remove all scratches or marks to the towers paint or protective coatings. All such repairs to the finish shall include the immediate repair of the surrounding area as required by the Water and Light Department. All paints, primers or protective coatings must receive City approval before use.



Lessee understands and agrees that the City conducts routine maintenance of the water tower which includes regular finish repair and occasionally a total repainting of the structure. If such routine repairs or repainting is necessary during a term of this agreement, the City shall give Lessee at least 90 days' notice of the work. Lessee shall be responsible at its own expense to remove its antenna and equipment from the tower if necessary so that the City's maintenance may be accomplished.

In the event the repairs or maintenance to be performed by the City requires that Lessee, PCS or related equipment be temporarily removed from the site, thereby causing a disruption in service from the site, Lessee may bring a mobile cellular on wheels (cow) on the property at a location approved by the City so as not to interfere with any repairs or maintenance being performed to the water tower.

Lessee's rent shall be abated for the amount of time it has neither its antenna nor equipment in place on the tower or a "cow" in place at the site because of the City's maintenance work.

There shall be no construction, maintenance or service personnel above the water line when tanks are in service. There shall be no access through the bowl of the tank to the top of the towers when tank is in service. However, work may be done from the ground with a crane or mechanical lift when tank is in service. In the event it is absolutely necessary to access the tank area, City may drain tank to provide access but requires at least two (2) weeks' notice to drain the tank to provide access. In the event the City is required to drain the tank to permit access then Lessee will be responsible for a time and material fee assessment to cover expenses incurred by City. Demands on the water system may prohibit City's ability to take the tank out of service at any given time and City's determination of that demand shall be final."

5. Section 16. (Site Entry) of the Agreement is deleted in its entirety and replaced with the following:

"Lessee understands and agrees that the fenced area surrounding the Shepard Water Tower is a locked and secure site. Neither Lessee nor any employee, contractor or subcontractor shall enter the site at any time, day or night without first contacting the City of Columbia Water and Light Department at one of the following numbers:

William Strawn	573-874-9011 (office)	573-819-6620 (cell)
Scott Hern	573-817-6477 (office)	573-537-4872 (cell)

Lessee shall give twenty-four (24) hours' notice to City before requesting entry except in emergencies. Upon contracting the City's Water and Light Department arrangements will be made to open the site as quickly as possible. Lessee, nor any employee, contractor or subcontractor shall enter the water tower site until it has been opened by a City employee."

6. Section 19. (Insurance) of the Agreement is deleted in its entirety and replaced with the following:

"Lessee will procure and maintain a commercial general liability insurance policy with a limit of not less than one million dollars (\$1,000,000.00) for each occurrence, and two million dollars (\$2,000,000.00) general aggregate, and an excess liability insurance policy with a limit of five million dollars (\$5,000,000.00). Coverage to be provided shall be an insurance company authorized to do business in the State of Missouri with an A.M. Best minimum rating of at least A-VII."

7. Venue for any litigation involving the Agreement will be in Boone County, Missouri Circuit Court or the U.S. District Court for the Western District of Missouri.

8. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

9. City represents and warrants to Lessee that the City is the sole owner in fee simple title to the Leased Premises and easements and the City's interest under the Agreement and that consent or approval of no other person is necessary for the City to enter into this Amendment.

10. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

11. Nothing in the Agreement shall be deemed to be a waiver of either sovereign immunity or public official immunity by the City.

12. The Agreement shall be deemed to meet the Commercial Lease safe harbor of the Bankruptcy Code. In the event Lessee files for bankruptcy relief, Lessee shall either affirm the Agreement and bring all payments current or reject the Agreement and remove all towers and equipment within the period allows by applicable law.

13. Lessee shall have the right to record this Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their respective names by their respective duly authorized representatives as of the date first above written.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF BOONE     )

On this day of \_\_\_\_\_, 2015, before me appeared Mike Matthes, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.

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

My commission expires:

T-MOBILE CENTRAL LLC:

BY: Hus - cyt

Title: Area Director

STATE OF MN )  
COUNTY OF Hennepin ) ss.

On this 20<sup>th</sup> day of Aug, 2015, before me, a notary public, appeared Hossein Sepah, to me personally known, who being by me duly sworn did say that they are the Area Director of T-Mobile Central LLC, a Delaware limited liability company, and that this instrument was signed on behalf of said limited liability company and further acknowledged that s/he executed the same as his/her free act and deed for the purpose therein stated and that s/he has been duly granted the authority by said limited liability company to execute the same.

My commission expires: 1-31-20

Susan Mae Streets  
Notary Public



### AMENDED MEMORANDUM OF LEASE

City of Columbia, Missouri, a Missouri municipal corporation ("City") and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to Voice Stream PSC II Corporation ("Lessee") are parties to a PCS Antenna Agreement dated August 23, 2000 (the "Agreement").

The Agreement was made regarding a portion of the following property:

Lots Nine (9), Ten (10), Eleven (11) and the West four (4) feet of Lot Twelve (12), all in J.A. Stewart's Subdivision known as "Worley Place" located in the City of Columbia, Missouri, as shown and described by the Plat thereof recorded in Plat Book 2, Page 6, Records of Boone County, Missouri.

The current term of the Agreement will expire on August 22, 2015.

City and Lessee have extended the term of the Agreement, from August 23, 2015 through August 22, 2020, after which the Agreement shall automatically renew for two (2) additional five (5) year terms unless either party provides written notice of intention not to renew at least six (6) months before the expiration of the then current term.

**THIS AMEDNED MEMORANDUM OF LEASE AMENDS THE MEMORANDUM OF LEASE THAT WAS RECORDED ON FEBRUARY 20, 2001, IN BOOK 1689, AT PAGE 922 IN THE OFFICE OF THE COUNTY RECORDER OF BOONE COUNTY, MISSOURI.**

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

**OWNER:**        **City of Columbia, Missouri,  
a Missouri Municipal Corporation**

By: \_\_\_\_\_  
 Printed Name:    Mike Matthes  
 Title:             City Manager  
 Date:              \_\_\_\_\_

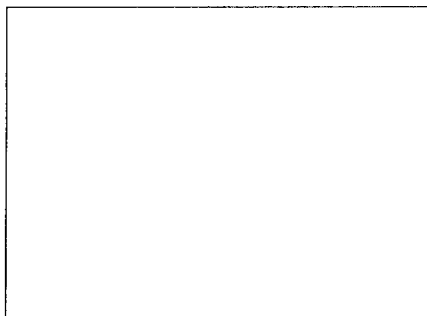
**TENANT:**       **T-Mobile Central LLC,  
a Delaware limited liability company**

By: Hossein Sepah  
 Printed Name:    Hossein Sepah  
 Title:             Area Director  
 Date:              8/20/2015

STATE OF MISSOURI    )  
  ) ss.  
COUNTY OF BOONE    )

I certify that I know or have satisfactory evidence that Mike Matthes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Columbia, Missouri, a Missouri Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



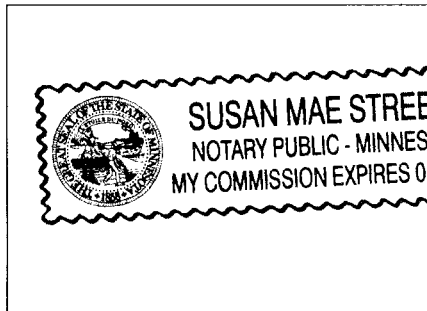
(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

I certify that I know or have satisfactory evidence that Hossein Sepehr is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/20/15



(Use this space for notary stamp/seal)

Susan Mae Streets  
\_\_\_\_\_  
Notary Public  
Print Name Susan mae Streets  
My commission expires 1-31-20