

## FIRST AMENDMENT TO REAL PROPERTY AND TOWER SITE LEASE

This First Amendment to Real Property and Tower Site Lease (the "**First Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between the City of Lee's Summit, Missouri, a Missouri municipality having a mailing address of 220 Green Street, Lee's Summit, MO 64063 ("**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless PCS, LLC, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Lessee**") (collectively, the "**Parties**").

Lessor and Lessee (or its predecessor-in-interest) entered into that certain Real Property and Tower Site Lease dated November 11, 2001, (the "**Lease**") regarding Lessor's leased area ("**Premises**") located at 1251 SE Ranson Road, Lee's Summit, MO, 64081 (the "**Property**").

NOW, for good and valuable consideration, Lessor and Lessee agree as follows:

1. The Lease is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Lease. No terms other than those specifically amended herein shall be considered amended or changed. All other provisions of the original lease shall remain in effect.
2. At the expiration of the Lease, the Term of the Lease will automatically be extended for three (3) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Lessor three hundred and sixty-five days' written notice prior to the expiration of the then current Renewal Term. In the event the Lessor shall sell or change the use of the Property so that it is not compatible with a telecommunications tower, Lessee shall receive as much notice as reasonably possible but no less than one hundred eighty (180) days and shall remove its equipment within one hundred eighty (180) days of the notice of such sale or change of use
3. At the commencement of the first Renewal Term provided for in this First Amendment, Lessee shall pay Lessor Twenty-nine Thousand Dollars (\$29,000.00) per year ("**Rent**"), payable in one-month installments of one-twelfth of the Rent due on or before the fifth (5<sup>th</sup>) day of each month. [if a renewal, any Rent previously paid from and after the commencement of the first Renewal Term provided for in this First Amendment shall be offset against the new Rental amount.] The Agreement is amended to provide that commencing on November 14, 2022, Rent shall increase by three percent (3.0%) over the Rent paid during the previous year and on an annual basis thereafter.

4. Lessee and its employees and agents will have reasonable access to the Premises provided that before accessing the Premises they contact the Lessor at least twenty-four hours prior to entry for approval and to ensure that operations of the Property are not interrupted.
5. Lessee may complete upgrades and additions of new equipment within the leased Premises in compliance with required permits and with the prior written approval of the Lessor. In no event shall Lessee's footprint for any equipment whether on the ground or the tower be increased without prior written consent of the City Manager and an adjustment in the rent to be paid to reflect the usage of more square or cubic feet of space on the tower or on the ground surrounding the tower.
6. Lessee shall have the right to transmit and receive on any and all frequencies for which Lessee has been granted a license by the FCC provided such transmission does not interfere with the use and enjoyment of any other tenant or the Lessor. If such transmission should cause interference, then the use shall cease immediately upon email or oral instructions provided to the following email address and telephone number.
7. Failure to cease such interference shall result in immediate right of the Lessor to order Lessee to vacate the Premises and terminate the Lease without penalty, and exercise any and all other rights set forth in the Agreement, or federal, state, or local law. If Lessee does not do vacate the Premises within the time provided by Lessor, the Lessor may remove Lessee's equipment without any liability to Lessee or its users or customers. Lessor shall be reimbursed its reasonable and necessary expense in removing such equipment. If Lessee does not take possession of such equipment upon it being made available to Lessee as directed by the Lessor, Lessee shall be considered to have abandoned such equipment and Lessor may dispose of same as it deems appropriate. In no event shall Lessee be given fewer than twenty (20) calendar days to remove equipment or to claim same.
8. Lessee shall have the right to seek consent from landlord to assign, or otherwise transfer the Lease, upon Lessee's delivery to Lessor of written notice of any contemplated assignment, or transfer by Lessee Consent shall not be unreasonably withheld, but Lessor may cancel the lease and any amendments thereto rather than accept an assignment. Lessee shall not be relieved of liabilities and obligations and Lessor shall not be limited to looking solely to assignee, or transferee for performance under the Lease. Upon receipt of a written request from Lessee, Lessor may execute an estoppel certificate. Lessee shall NOT have the right to sublease the Lease without the Lessor consent. Such consent may be granted upon a negotiation of the Rent, if any, that should be paid based on the nature of the sublease and any other terms Lessor deems advisable.
9. Lessor may freely assign the Lease to its affiliates, and will secure Lessee's written consent before assigning the Lease to non-affiliates. Lessee shall provide written notice of any assignment to its affiliates as notice is to be provided herein.

of some or all of the Rent ("Rental Stream Offer"), Lessor shall immediately notify Lessee, and Lessee shall have the right to match the terms of the Rental Stream Offer within forty-five (45) days.

10. Either party will, at any time upon forty-five (45) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
11. Any charges payable under the Lease other than Rent shall be billed by Lessor to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Lessor. Failure to make any payment on time shall result in Lessee be responsible and owing penalties as set out in the City Code, Section 1-15 as amended from time to time in the same manner as if the lease term had expired and Lessee is a holdover tenant but in no event less than 1.5% as interest on the rent owed per month plus all costs including attorney fees to collect same if necessary.
12. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee:

New Cingular Wireless PCS, LLC  
c/o: AT&T Network Real Estate Administration  
Cell Site No.: 20132; Cell Site Name: 50 HWY & RANSON (MO)  
Fixed Asset No.: 10083956  
1025 Lenox Park Blvd NE  
3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site No.: 20132; Cell Site Name: 50 HWY & RANSON (MO)  
Fixed Asset No.: 10083956  
208 South Akard Street  
Dallas, TX 75202-4206

As to Lessor:

City Manager  
City of Lee's summit, Missouri  
220 SE Green Street  
Lee's Summit, MO 64063  
Attn: City Manager

13. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
14. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control.
15. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this First Amendment will legally bind the Parties to the same extent as originals.
16. 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 First Amendment.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

**Lessor:**

**CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipality**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Lessee:**

**New Cingular Wireless PCS, LLC, a Delaware limited liability company**

By: AT&T Mobility Corporation

Its: Manager

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

Print Name: MICHAEL BRIDWELL  
Area Mgr - Const & Eng

Title: \_\_\_\_\_

Date: 2/24/2020

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated \_\_\_\_\_, 2020, by and between City of Lee's Summit, Missouri, a municipal corporation, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are a portion of the Property described and/or depicted as follows:

1251 SE Ranson Road  
Lee's Summit, MO 64081

All that part of the Southwest Quarter of Section 12, Township 47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, described as follows:

COMMENCEMENT of the Northwest corner of the Southwest Quarter of Section 12, Township 47 North, Range 31 West, said point also being on the centerline of Westbound U.S. Route 50 right of way as established in MDDOT Job No. MPT191, dated 12/14/98, thence South 87 degrees 49 minutes 47 seconds East, along the North line of said Southwest Quarter, and along said centerline, a distance of 2058.21 feet to a point, thence South 02 degrees 13 minutes 13 seconds West, departing said North line and said centerline, a distance of 248.60 feet to a point on the South line of said U.S. Route 50 right of way, as established in said MDDOT Job No. MPT191, dated 12/14/98, the POINT OF BEGINNING, thence South 87 degrees 49 minutes 47 seconds East, along said South line, a distance of 338.44 feet to a point, thence South 82 degrees 18 minutes 26 seconds East, continuing along said South line, a distance of 72.57 feet to a point, thence North 82 degrees 34 minutes 16 seconds East, continuing along said South line, a distance of 94.02 feet to a point, thence South 87 degrees 49 minutes 47 seconds East, continuing along said South line, a distance of 162.43 feet to a point on the East line of said Southwest Quarter, thence South 02 degrees 13 minutes 13 seconds West, departing said East line, a distance of 769.48 feet to the Northeast corner of Princeton Heights 3rd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri, thence North 87 degrees 51 minutes 04 seconds West, departing said East line, along the North line of said Princeton Heights 3rd Plat, and along the North line of Princeton Heights 2nd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri, a distance of 581.87 feet to a point, thence North 02 degrees 13 minutes 13 seconds East, departing said North line, a distance of 758.48 feet to the POINT OF BEGINNING, containing 442,272 Square Feet or less.

**ATTACHMENT 1**

**Memorandum of Lease**

**Prepared by:**

*Black Dot Wireless  
27271 Las Ramblas - Suite 300  
Mission Viejo, CA 92691*

**Return to:**

New Cingular Wireless PCS, LLC  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319  
Attn: Network Real Estate Administration

Re: Cell Site No.: 20132  
Cell Site Name: 50 HWY & RANSON  
Fixed Asset Number: 10083956  
State: MISSOURI  
County: JACKSON

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between City of Lee's Summit, Missouri, a Missouri municipality having a mailing address of 220 Green Street, Lee's Summit, MO 64063 ("**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless PCS, LLC, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee (or its predecessor) entered into a certain Real Property and Tower Site Lease dated November 11, 2001, as amended by that certain First Amendment to Real Property and Tower Site Lease dated \_\_\_\_\_, 2020 (hereinafter, collectively referred to as the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of Lee's Summit, County of Jackson, commonly known as 1251 SE Ranson Road. All of the foregoing is set forth in the Lease.
2. The New Initial Term will be five (5) years ("**New Initial Term**") commencing on November 14, 2021, with two (2) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LESSOR:**

**CITY OF LEE'S SUMMIT, MISSOURI,  
A Missouri municipality**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

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

Name: MICHAEL BRIDWELL

Area Mgr - Const & Eng

Title: \_\_\_\_\_

Date: 2/14/2020

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



**LESSEE ACKNOWLEDGMENT**

STATE OF MO )  
 ) SS.  
COUNTY OF ST LOUIS )

I certify that I know or have satisfactory evidence that Michael Bridwell 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 Mgt CFE of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2-11-20.



A. Carson  
(Signature of Notary)  
A. Carson  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of MO  
My appointment expires: 10-13-23

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated \_\_\_\_\_, 2020, by and between City of Lee's Summit, Missouri, a municipal corporation, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are a portion of the Property described and/or depicted as follows:

1251 SE Ranson Road  
Lee's Summit, MO 64081

All that part of the Southeast Quarter of Section 10, Township 47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter of Section 10, Township 47 North, Range 31 West, said point also lying on the centerline of Westbound U.S. Route 50 right of way as established in MoDOT Job No. MPT191, dated 12/14/98, thence South 87 degrees 48 minutes 48 seconds East, along the North line of said Southwest Quarter, and along said centerline, a distance of 2052.21 feet to a point; thence South 02 degrees 19 minutes 13 seconds West, departing said North line and said centerline, a distance of 248.60 feet to a point on the South line of said U.S. Route 50 right of way as established in said MoDOT Job No. MPT191, dated 12/14/98, (a POINT OF BEGINNING); thence South 87 degrees 48 minutes 47 seconds East, along said South line, a distance of 245.44 feet to a point; thence South 82 degrees 18 minutes 25 seconds East, continuing along said South line, a distance of 72.52 feet to a point; thence North 79 degrees 54 minutes 16 seconds East, continuing along said South line, a distance of 94.02 feet to a point; thence South 87 degrees 48 minutes 47 seconds East, continuing along said South line, a distance of 152.48 feet to a point on the East line of said Southwest Quarter; thence South 02 degrees 13 minutes 14 seconds West, departing said South line, along said East line, a distance of 769.10 feet to the Northeast corner of Princeton Heights 2nd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence North 87 degrees 51 minutes 04 seconds West, departing said East line, along the North line of said Princeton Heights 2nd Plat, and along the North line of Princeton Heights 2nd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri, a distance of 581.87 feet to a point; thence North 02 degrees 13 minutes 14 seconds East, departing said North line, a distance of 758.48 feet to the POINT OF BEGINNING, containing 442.278 Square Feet or less.