

## FIRST AMENDMENT TO WATER TOWER/GROUND LICENSE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER/GROUND LICENSE AGREEMENT (the “First Amendment”) is made and shall be effective, as of the last date of the signatures below (“Effective Date”), between City of Racine acting through the Racine Water Works Commission, a municipal public utility (“Racine”) and Cellco Partnership d/b/a Verizon Wireless (“Licensee”). Racine and Licensee (or their predecessors in interest) entered into that certain Water Tower/Ground License Agreement dated December 28, 2020, as may have been previously amended and/or assigned (the “Agreement”), pursuant to which Licensee is leasing from Racine a portion of that certain property located at 1600 Summit Avenue, Racine, Wisconsin, as more particularly described in the Agreement. Racine and Licensee may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Licensee shall be allowed to make the equipment additions or removals necessary to configure Licensee’s equipment as shown on Attachment A, attached hereto. For all purposes under the Agreement as amended hereby, the descriptions and specifications of Licensee’s equipment set forth in the Agreement, including, without limitation, any equipment descriptions and specifications with respect to Licensee’s equipment set forth in any schedules, exhibits or attachments to the Agreement, are hereby deleted and replaced with the specifications of Licensee’s equipment described in Attachment A, attached hereto.
2. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement.
3. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall govern and control.
4. The notice address for Licensee in the Agreement is hereby amended as follows:

If to Licensee: Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

5. Except as otherwise provided for in this First Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.

[SIGNATURE PAGE TO FOLLOW]



**IN WITNESS WHEREOF**, this First Amendment is effective and entered into as of the date last written below:

**RACINE:**

City of Racine, Wisconsin  
By: Racine Water Works Commission

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

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

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

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

**LICENSEE:**

Cellco Partnership  
d/b/a Verizon Wireless

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

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

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

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



**ATTACHMENT A**  
**EQUIPMENT SPECIFICATIONS**

[See attached 5 pages]

