

## **SECOND AMENDMENT TO TOWER AND GROUND SPACE LEASE**

This Second Amendment to Tower and Ground Space Lease (“Second Amendment”), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ modifies that certain Tower and Ground Space Lease dated August 13, 2012, by and between the City of Racine Water Utility, having an address at 800 Center Street, Room 227, Racine, Wisconsin 53403 (“Landlord”) and Racine Cellular Telephone Company, a Wisconsin general partnership having an address at, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, (“Tenant”).

WHEREAS, the Landlord and Tenant entered into a Tower and Ground Space Lease dated August 13, 2012 as amended by First Amendment to Tower and Ground Space Lease dated December 17, 2019 (collectively, the “Lease”).

WHEREAS, pursuant to the Lease, Landlord has leased to Tenant certain locations for Tenant’s cellular common carrier mobile radio station operations (“the Site”) located on the water tower (the “Tower”) and adjacent ground owned by Landlord and located at 3220 Coolidge Avenue, Mount Pleasant, Wisconsin, and ;

WHEREAS, the Tenant desires to modify equipment and the Landlord is agreeable to approving Tenant’s intended changes to said equipment.

NOW THEREFORE, in consideration of the terms of the Lease and this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

- I. Lease Exhibit B-1 is hereby deleted and replaced with the following attached Exhibit B-2. Tenant retains the right to install up to fifteen (15) antennas as granted in the lease.
- II. Exhibit C-1 if hereby deleted and replaced with Exhibit C-2 attached hereto and incorporated herein.
- III. In consideration for Tenant’s equipment additions listed in exhibit A-1, effective upon the first day of the month following the commencement of the installation of said equipment, the rent will be increased by One Hundred and Twenty-Five and 00/100 Dollars (\$125.00) per month. Rent shall continue to escalate in accordance with the Lease.
- IV. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

[END OF AMENDMENT-SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date of full execution.

LANDLORD:  
City of Racine Water Utility

TENANT:  
Racine Cellular Telephone Company  
By: United States Cellular Operating  
Company LLC, being one of its General  
Partners

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

Title: Vice President

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

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

[NOTARY PAGE TO FOLLOW]

STATE OF WISCONSIN )  
 )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, known to me to be the same person whose name is subscribed to the foregoing Second Amendment to Tower and Ground Space Lease , appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, Vice President, known to me to be the same person whose name is subscribed to the foregoing Second Amendment to Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named Tenant limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

Site Name: CASE

Site Number: 783314

EXHIBIT B-2

SITE: CASE            Site #: 783314

FCC REGISTRATION # N/A

TENANT NAME: Racine Cellular Telephone Company

TEL #: 866-520-2066

CONTACT: NOC-800-510-6091

ANTENNA INFORMATION

FCC Call Letters:

Type of Modulation: CDMA/LTE

Type of antenna: Panel

Make: Amphenol

Model: OCT8-2LX2HX  
BXA-80063-8CF

Qty: 6/3

Height: 96"

Weight: 98 lbs ea.

Usage: Transmit/receive

Frequencies: TX: 728-746, 869-880, 1945-1950 MHz  
RX: 698-716, 824-835, 1865-1870 MHz

Mounting Brackets/Height/Orientation- 66' @ 30°/150°/255°

Transmission line Mfg./Type/Qty: coax (6) , Eupen Hybrid (3)

Outside Diameter: 1-5/8" / 1-1/4"

Length: 130'

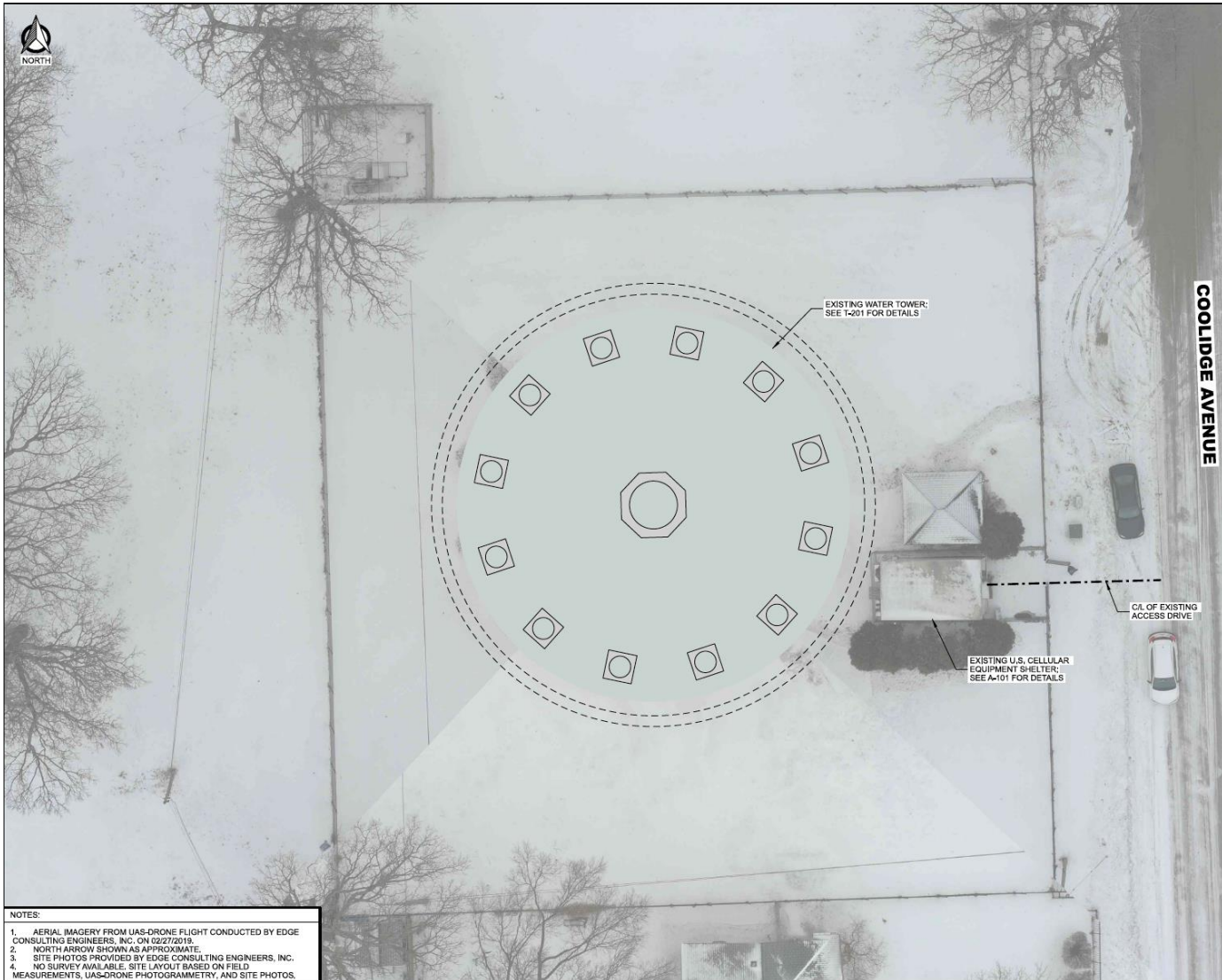
I. RF Equipment (specify and include AC surge and Lightning Arrestor Power, Telephone & Transmission line devices)

- (3) Ericsson RRU 4449
- (3) Ericsson RRU 8843
- (3) Ericsson RRU 11
- (3) Ericsson RRU AIR5331
- (3) Ericsson RRU 2205
- (3) Raycap RUSDC-6267-PF-48

II. Other Equipment (specify all other improvements, company property & personal property located at the site)

12'x20'

Exhibit C-2



NOTES:  
1. AERIAL IMAGERY FROM UAS-DRONE FLIGHT CONDUCTED BY EDGE CONSULTING ENGINEERS, INC. ON 02/27/2019.  
2. NORTH ARROW SHOWN AS APPROXIMATE.  
3. SITE PHOTOS PROVIDED BY EDGE CONSULTING ENGINEERS, INC.  
4. NO SURVEY AVAILABLE. SITE LAYOUT BASED ON FIELD MEASUREMENTS, UAS-DRONE PHOTOGRAMMETRY, AND SITE PHOTOS.

Exhibit C-2 (cont.)

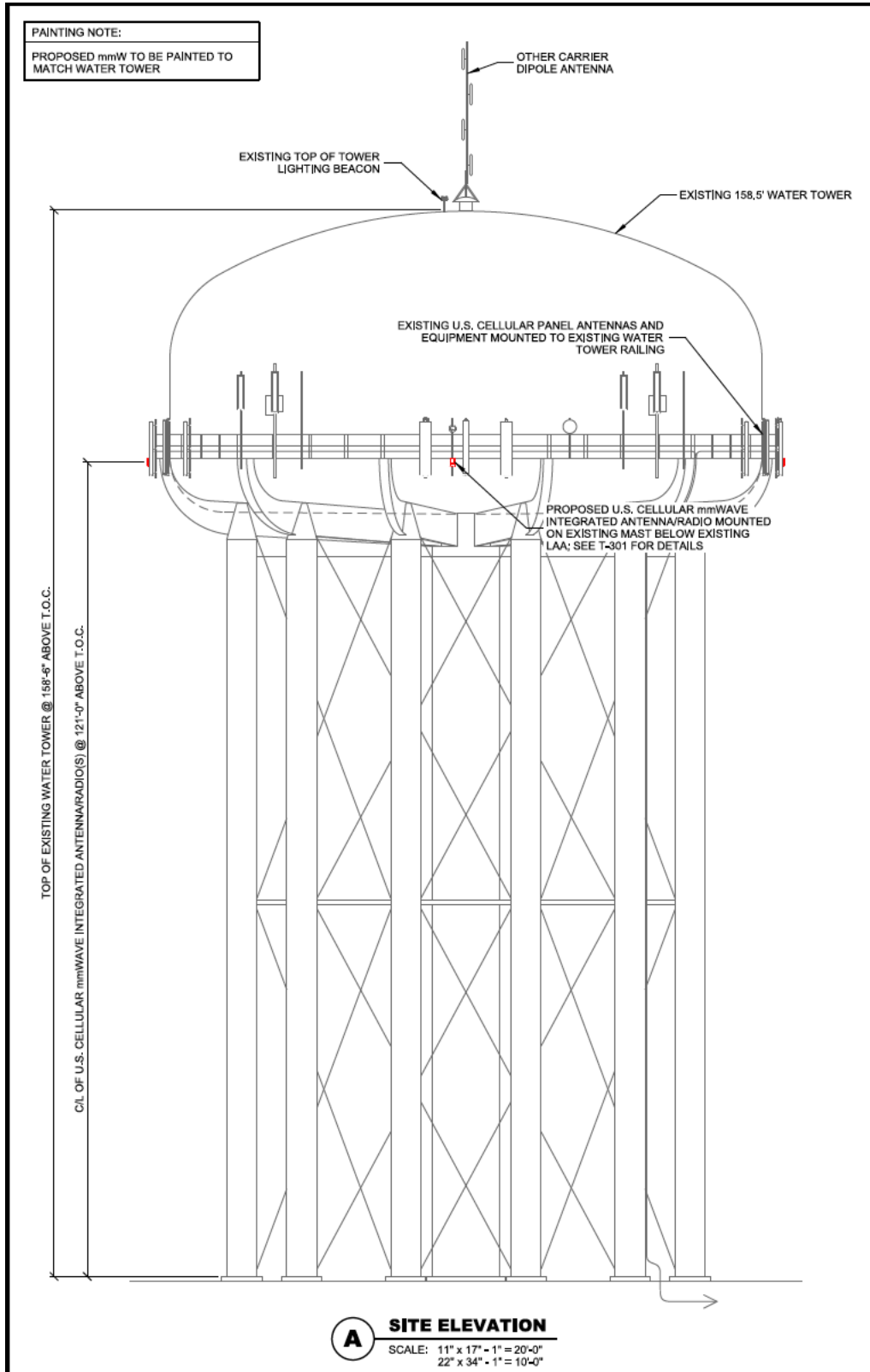


Exhibit C-2 (cont.)

	Antenna Position	Technology	Antenna Model	Antenna Quantity	RAD Center	Azimuth	Mech. Tilt	Surge Protector Qty.	mmWave Radio	Radio Qty.	B71/B12 Radio Qty.	B2 Radio Qty.	B2 Radio	Radio Qty.	B5 Radio Qty.	B4 Radio Qty.	B4 Radio	Radio Qty.	Cable Type	Cable Qty.	
ALPHA	A1	LTE	Dengyo OCT8-2LX2HX-BW65	1	123'	34°	0°	1	-	-	RRU4449	1	RRU4415	1	-	-	-	-	1-1/4" Hybrid	1	
	A2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	A3	LAA	RRU2205 Built-in Directional Antenna	1	125'	45°	-	Shared	-	-	-	-	-	-	-	-	-	Shared	-	Shared	-
		mmWave	Integrated Antenna/Radio	-	121'	30°	-	Shared	AIR5331 (39GHz)	1	-	-	-	-	-	-	-	-	-	Shared	-
	A4	CDMA	Antel BXA-80063-8CF-5	1	123'	43°	3°	-	-	-	-	-	-	-	-	-	-	-	-	1-5/8" Coax	2
A5	LTE	Dengyo OCT8-2LX2HX-BW65	1	123'	42°	0°	Shared	-	-	-	-	-	-	-	RRU11	1	-	-	Shared	-	
BETA	B1	LTE	Dengyo OCT8-2LX2HX-BW65	1	123'	149°	0°	1	-	-	RRU4449	1	RRU4415	1	-	-	-	-	1-1/4" Hybrid	1	
	B2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	B3	LAA	RRU2205 Built-in Directional Antenna	1	125'	159°	-	Shared	-	-	-	-	-	-	-	-	-	Shared	-	Shared	-
		mmWave	Integrated Antenna/Radio	-	121'	150°	-	Shared	AIR5331 (39GHz)	1	-	-	-	-	-	-	-	-	-	Shared	-
	B4	CDMA	Antel BXA-80063-8CF-5	1	123'	150°	3°	-	-	-	-	-	-	-	-	-	-	-	-	1-5/8" Coax	2
B5	LTE	Dengyo OCT8-2LX2HX-BW65	1	123'	155°	0°	Shared	-	-	-	-	-	-	-	RRU11	1	-	-	Shared	-	
GAMMA	G1	LTE	Dengyo OCT8-2LX2HX-BW65	1	123'	269°	0°	1	-	-	RRU4449	1	RRU4415	1	-	-	-	-	1-1/4" Hybrid	1	
	G2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	G3	LAA	RRU2205 Built-in Directional Antenna	1	125'	260°	-	Shared	-	-	-	-	-	-	-	-	-	Shared	-	Shared	-
		mmWave	Integrated Antenna/Radio	-	121'	270°	-	Shared	AIR5331 (39GHz)	1	-	-	-	-	-	-	-	-	-	Shared	-
	G4	CDMA	Antel BXA-80063-8CF-5	1	123'	265°	5°	-	-	-	-	-	-	-	-	-	-	-	-	1-5/8" Coax	2
G5	LTE	Dengyo OCT8-2LX2HX-BW65	1	123'	278°	0°	Shared	-	-	-	-	-	-	-	RRU11	1	-	-	Shared	-	
Total:				12				3		3		3		3		3		0		9	

Black Text = Existing Red Text = Proposed

## Exhibit C-2 (cont.)

## LEASE PARCEL

A part of Lots 25 and 26, in Block 17, of SHERIDAN WOODS SUBDIVISION, a subdivision of record located in the Northeast Quarter (NE1/4) of Section Twenty-Nine (29), Township Three (3) North, Range Twenty-Three (23) East, Town of Mount Pleasant, Racine County, Wisconsin containing 770 square feet (0.018 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 29; thence S 01°-42'-14"E 1393.36 feet along the West line of the NE1/4 of said Section 29 to the South line of Delaware Avenue; thence N88°-10'-17"E 640.09 feet along said South line to the West line of Coolidge Avenue; thence S01°-32'-10"E 163.55 feet along said West line to the point of beginning; thence continue S01°-32'-10"E 20.00 feet along said West line; thence S88°-27'-50"W 38.51 feet; thence N01°-32'-10"W 20.00 feet; thence N88°-27'-50"E 38.51 feet to the point of beginning; being subject to any and all easements and restrictions of record.

## 8-FOOT-WIDE UTILITY EASEMENT

An 8-foot-wide Utility Easement being a part of Lots 25 and 26, in Block 17, of SHERIDAN WOODS SUBDIVISION, a subdivision of record located in the Northeast Quarter (NE1/4) of Section Twenty-Nine (29), Township Three (3) North, Range Twenty-Three (23) East, Town of Mount Pleasant, Racine County, Wisconsin containing 384 square feet (0.009 acres) of land and being 4 feet each side of and parallel to a line described by:

Commencing at the North Quarter Corner of said Section 29; thence S01°-42'-14"E 1393.36 feet along the West line of the NE1/4 of said Section 29 to the South line of Delaware Avenue; thence N88°-10'-17"E 640.09 feet along said South line to the West line of Coolidge Avenue; thence S01°-32'-10"E 183.55 feet along said West; thence S88°-27'-50"W 4.00 feet to the point of beginning; thence S01°-32'-10"E 48.00 feet to the point of termination.

## 4 FOOT COAX EASEMENT

A 4-foot Coax Easement being a part of Lot 26, in Block 17, of SHERIDAN WOODS SUBDIVISION, a subdivision of record located in the Northeast Quarter (NE1/4) of Section Twenty-Nine (29), Township Three (3) North, Range Twenty-Three (23) East, Town of Mount Pleasant, Racine County, Wisconsin containing 66 square feet of land and being 2 feet each side of and parallel to a line described by:

Commencing at the North Quarter Corner of said Section 29; thence S01°-42'-14"E 1393.36 feet along the West line of the NE1/4 of said Section 29 to the South line of Delaware Avenue; thence N88°-10'-17"E 640.09 feet along said South line to the West line of Coolidge Avenue; thence S01 °-32'-10"E 163.55 feet along said West; thence S88°-27'-50"W 38.51 feet; thence S01°-32'-10"E 5.00 feet to the point of beginning; thence N74°-33'-37"W 16.49 feet to the point of termination.