

**FIRST AMENDMENT TO  
MEMORANDUM OF AGREEMENT**

Document Number	Document Title
<b>THIS DOCUMENT PREPARED BY, and WHEN RECORDED RETURN TO:</b>  Michael Fraunces, President (858) 799-7850 Md7, LLC 10590 W. Ocean Air Drive, Suite 300 San Diego, CA 92130	<div style="border-top: 1px solid black; padding-top: 5px;">Parcel ID Number: <b>819-301-010</b></div> <div style="text-align: right; padding-top: 5px;">SPACE ABOVE FOR RECORDER'S USE</div>

Re: Cell Site #: WI5128  
Cell Site Name: Fire Department (WI)  
Fixed Asset Number: 10083172  
State: WI  
County: Manitowoc

**First Amendment to Memorandum of Agreement**

This First Amendment to Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Manitowoc, having a mailing address of 900 Quay Street, Manitowoc, WI 54220 ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to TeleCorp Realty L.L.C., a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Lessee").

1. Lessor and Lessee entered into a certain Antenna Collocation Lease Agreement dated March 19, 2001, as amended by that certain First Amendment to Antenna Collocation Lease Agreement dated \_\_\_\_\_, 20\_\_ (collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Agreement reflecting the Agreement was recorded on July 27, 2001, as Volume 1536 at Page 110, in the public records of Manitowoc County, State of Wisconsin.
2. The parties have agreed that the Agreement has a new initial term of five (5) years ("New Initial Term"), commencing on March 19, 2021, subject to the provisions of the Agreement.
3. The parties have agreed, following the New Initial Term, to add five (5) successive periods of five (5) years each upon the same terms and conditions of the Agreement. The Agreement will be automatically renewed unless Lessee notifies Lessor in writing

of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.

4. The portion of the land being leased to Lessee (the "**Premises**") is described in **Exhibit 1** annexed hereto.
5. This First Amendment to Memorandum of Agreement 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 First Amendment to Memorandum of Agreement 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.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to Memorandum of Agreement as of the day and year first above written.

LESSOR:  
City of Manitowoc

LESSEE:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

Print Name: Justin M. Nickels

Title: Mayor

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

By: 

Print Name: JC Mayfield  
Professional-Tech Project Mgmt

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

Date: 25 July 2017

ATTEST:

Sign: \_\_\_\_\_

Name: Deborah Neuser

Title: City Clerk

ATTEST:

Sign: 

Name: ED LEARES

Title: SA. SPECIALIST

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

## **LESSOR ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that said person signed this  
instrument, on oath stated that said person was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of the City of  
**Manitowoc**, to be the free and voluntary act of such party for the uses and purposes mentioned in  
the instrument.

**DATED:** \_\_\_\_\_

**Notary Seal**

**(Signature of Notary)**

**(Legibly Print or Stamp Name of Notary)**  
Notary Public in and for the State of

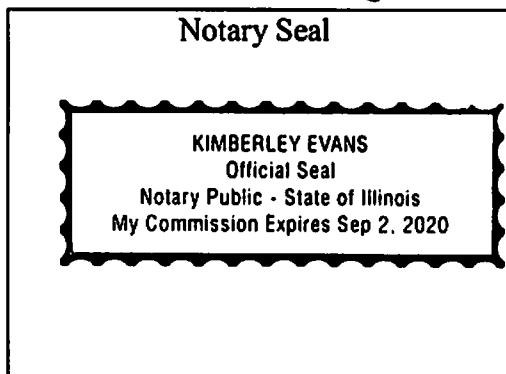
**My appointment expires:** \_\_\_\_\_

## **LESSEE ACKNOWLEDGEMENT**

STATE OF ILLINOIS)  
COUNTY OF COOK) SS.

I certify that I know or have satisfactory evidence that JC Mayfield is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Professional-Tech Project Mgmt of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, 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: May 25, 2017.



*Kimberley Evans*  
(Signature of Notary) Kimberley Evans

(Legibly Print or Stamp Name of Notary)

**Notary Public in and for the State of**

ILLINOIS

My appointment expires: 9/2/2020

## **Exhibit 1 to First Amendment to Memorandum of Agreement**

### **Legal Description**

Street Address: 736 Revere Drive, Manitowoc, WI 54220

Parcel ID Number: 819-301-010

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

**Being part of the North half (N1/2) of the Southwest Quarter (SW 1/4) and South One-half (S 1/2) of Northwest Quarter (NW 1/4), Section 19, Township 19 North, Range 24 East, including all of Block Two (2) of F. Heyroth's Subdivision and all of Woodlawn Addition and the South 37.5' of vacated part of Prospect Avenue, City of Manitowoc, Manitowoc County, Wisconsin.**

Description of Premises:

#### **Lease Parcel Area:**

**A part of the Northeast ¼ of the Southwest ¼ of Section 19, T19N., R24E., City of Manitowoc, Manitowoc County, Wisconsin, being more particularly described as follows: Commencing at the South ¼ corner of said Section 19; thence along the east line of the said southwest ¼, N 00° 28' 43" E. 2116.59 feet; thence N. 89° 03' 00" W., 60.21 feet to the west right of way of Revere Drive; thence continuing N. 89° 03' 00" W. 270.79 feet; thence S. 00° 49' 18" E. 49.07 feet to the point of beginning; thence continuing S. 00° 49' 18" E. 12.00 feet; thence S. 89° 10' 42" W. 20.00 feet; thence N. 00° 49' 18" W., 12.00 feet; thence N. 89° 10' 42" E. 20.00 feet to the point of beginning. Said parcel contains 240 square feet.**

### **Ingress and Egress Easement**

An Ingress/Egress Easement 10 feet wide located in the Northeast ¼ of the Southwest ¼ of Section 19, T. 19 N., R 24 E, City of Manitowoc, Manitowoc County, Wisconsin the centerline of which is more particularly described as follows: Commencing at the South ¼ corner of said Section 19; thence along the east line of the said Southwest ¼, N. 00° 28' 43" E. 2116.59 feet; thence N. 89° 03' 00" W. 60.21 feet to the west right of way line of Revere Drive and the point of beginning; thence continuing N. 89° 03' 00" W. 318.31 feet; thence S. 21° 41' 00" W., 109.44 feet; thence N. 89° 18' 00" E., 50.25 feet to the point of termination of said easement. It is the intent of this description to describe an easement 10 feet wide in its entirety from the point of beginning to the point of termination.

### **Utility Easement**

A Utility Easement, 10 feet wide, located in the Northeast ¼ of the Southwest ¼ of Section 19, T. 19 N., R 24 E., City of Manitowoc, Manitowoc County, Wisconsin, the centerline of which is more particularly described as follows: Commencing at the south ¼ corner of said section 19; thence along the east line of the said southwest 1/4; N. 00° 28' 43" W., 2116.59 feet; thence N. 89° 03' 00" W., 60.21 feet to the west right of way line of Revere Drive; thence along the said right of way line, S. 22° 48' 00" W., 115.00 feet to the point of beginning; thence S. 86° 32' 34" W., 220.72 feet, thence N. 45° 56' 20" W. 32.76 feet to the point of termination along the east wall of an existing brick equipment building. It is the intent of this description to describe an easement 10 feet wide in its entirety from the point of beginning to the point of termination along said wall.