

## FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This First Amendment to Water Tower Lease Agreement ("First Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between Village of Allouez, a Wisconsin municipal corporation ("LESSOR"), and Cellco Partnership d/b/a Verizon Wireless ("LESSEE"). LESSOR and LESSEE (or their predecessors in interest) entered into that certain Water Tower Lease Agreement dated December 18, 2014, as may have been previously amended and/or assigned, (the "Agreement"), pursuant to which LESSEE is leasing or licensing from LESSOR a portion of that certain property located at 2612 South Webster Avenue, Village of Allouez, Brown County, State of Wisconsin, as more particularly described in the Agreement. LESSOR and LESSEE 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. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on 03/31/2025. Commencing on 04/01/2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 2 additional terms of 5 years each (each, an "Additional Extension Term"), unless LESSEE terminates the Agreement by giving LESSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on 04/01/2025, the monthly rent during the Initial Extension Term shall be \$2,730.00 to be paid on the first day of the month in advance to LESSOR or such other person as LESSOR may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on 04/01/2030, monthly rent for each Additional Extension Term shall increase by 5% upon commencement of each Additional Extension Term.

3. Holdover. Notwithstanding anything contained in the Agreement to the contrary, the Parties agree that a holding over beyond the expiration or termination of the Agreement shall operate as an extension of the Agreement from month-to-month only (the "Holdover Period"), with rent due monthly in an amount equaling the monthly rent applicable during the month immediately preceding such expiration or earlier termination. Either Party may terminate the Agreement at the end of any month during the Holdover Period by providing 30 days written notice.

4. Rent Credit. This First Amendment provides for a reduction in rent, effective 04/01/2025. The Parties acknowledge and agree that LESSEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against LESSEE's rent due under the Agreement.

5. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and

provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

6. Ratification and Reaffirmation. LESSOR and LESSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

LESSEE Site Name: Webster & 172  
LESSEE MDG Location #: 5000253711

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this First Amendment below, intending to be bound.

**LESSOR:**

**Village of Allouez**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE:**

**Cellco Partnership**

By: \_\_\_\_\_  
Name: Sergei Mislevy  
Title: Executive Director-Network Engineering/Real Estate  
Date: \_\_\_\_\_