

Document Summary

Does Document Contain Material Exceptions? ~~Yes (see *)~~ or No: X

Date Prepared: March 8, 2012

Site Name/Number/Market: Lodi/786378/WI RSA #9

Type of Document: LTE Amendment

Landlord: City of Lodi, WI

Amendment Commencement Date: Effective upon signature

Modification Provisions:

This amendment updates the Exhibits to the Lease to reflect a new easement that we required for fiber installation for LTE. No Rent Increase.

Total Financial Commitment
of Lease and Amendment: Under \$1mil

Legal Review: Paul Stockert

**SECOND AMENDMENT
to Option and Lease Agreement dated May 25th 2001**

THIS AMENDMENT, made the 22nd day of March, 2012, modifies that certain Option and Lease Agreement (“Lease”) dated 15th day of May, 2001, by and between the City of Lodi, Wisconsin, having an address 113 South Main Street, Lodi, Wisconsin 53555, hereinafter referred to as “Landlord,” and United States Cellular Operating Company, LLC, a Delaware limited liability company having an address at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, successor in interest to Airadigm Communications, Inc, hereinafter referred to as “Tenant.”

WHEREAS, Landlord and Tenant, or its predecessor in interest, entered into the Lease to allow Tenant to locate a telecommunications base station located in ~~113~~ South Main Street Lodi, Wisconsin 53555, and;

*130 KB
2-29-12*

WHEREAS, the Lease contained an incomplete legal description of the Premises and inconsistent language regarding the Easements.

WHEREAS, Tenant wishes to add an additional utility easement to the Premises and Landlord and Tenant desire to clarify the location of existing easements.

NOW THEREFORE, in consideration of these presents, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree that the Lease is now modified as follows:

I. Landlord and Tenant Agree to modify Section 5. Demise and Use to reflect that the non-exclusive easements and the Premises referred to therein shall be in locations as legally described in the survey completed by Tenant as shown in the attached Exhibit A to this Amendment, which is incorporated herein and made a part hereof, and the same shall be utilized by Tenant in a manner and scope, as set forth in the Lease and also with the following rights which shall include, but not be limited to:

- a. the right to clear vegetation, cut timber, and move earthen materials upon the easements,
- b. the right to improve an access road within the access easement if necessary,
- c. the right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the utility easement,
- d. the right to enter and temporarily rest upon Landlord’s adjacent lands for the purposes of (i) installing, repairing, replacing and removing the improvements (as defined below) and any other personal property of Tenant from the Premises and (ii) improving the easements, including the right to bring in and use all necessary tools and machinery, and

- e. The right of pedestrian and vehicular ingress and egress to and from the Premises at any time over and upon the access easement.
 - f. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.
- I. In all other respects the Lease is hereby ratified and affirmed without change.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Signature Page

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

LANDLORD: City of Lodi

TENANT: United States Cellular Operating Company, LLC

By: Mikel Bilkey

By: Kevin R. Lowell

Printed: MIKEL BILKEY

Printed: Kevin R. Lowell

Title: Mayor

Title: Vice President

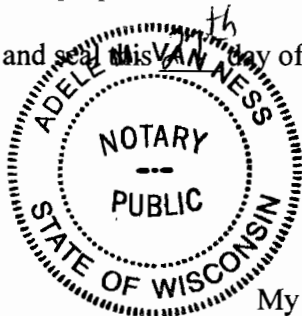
Date: February 27th, 2012

Date: 3/22/12

STATE OF WISCONSIN)
)
COUNTY OF COLUMBIA)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Mikel Bilkey, for the City of Lodi, known to me to be the same person whose name is subscribed to the foregoing Amendment, 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 27th day of February, 2012.



Adele M. Vaudress

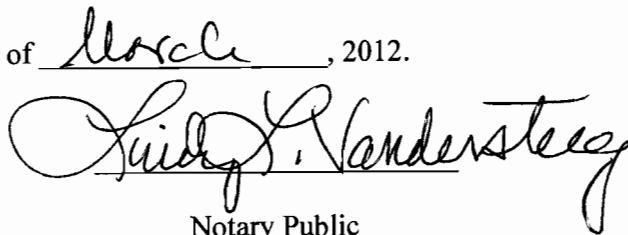
Notary Public

My commission expires 8/18/2013

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Kevin R. Lowell, Vice President, known to me to be the same person whose name is subscribed to the foregoing Amendment, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease 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 22nd day of March, 2012.



Notary Public

My commission expires 9/23/15

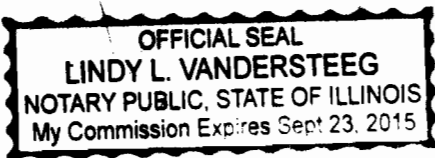


EXHIBIT A

EXISTING LEASE PARCEL DESCRIPTION

A PART OF THE NORTHWEST , OF THE SOUTHWEST , OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 08 EAST, CITY OF LODI, COLUMBIA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST , CORNER OF SAID SECTION 27; THENCE N89°28'56"E, ALONG THE EAST-WEST , LINE OF SAID SECTION 27, 925.08 FEET; THENCE S01°44'06"W, 9.13 FEET TO THE POINT OF BEGINNING; THENCE S88°15'52"E, 35.00 FEET; THENCE S01°44'06"W, 21.00 FEET; THENCE N88°15'52"W, 18.00 FEET; THENCE S01°44'06"W, 4.00 FEET; THENCE N88°15'52"W, 17.00 FEET; THENCE N01°44'06"E, 25.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 803.00 SQUARE FEET OR 0.02 ACRES. PARCEL IS SUBJECT TO EASEMENTS AND AGREEMENTS RECORDED AND UNRECORDED.

EXISTING 20' WIDE ACCESS EASEMENT DESCRIPTION

A PART OF THE NORTHWEST , OF THE SOUTHWEST , AND A PART OF THE SOUTHWEST , OF THE NORTHWEST . OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 08 EAST, CITY OF LODI, COLUMBIA COUNTY, WISCONSIN WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST , CORNER OF SAID SECTION 27; THENCE N89°28'56"E, ALONG THE EAST-WEST , LINE OF SAID SECTION 27, 925.08 FEET; THENCE S01°44'06"W, 21.63 FEET TO THE POINT OF BEGINNING; THENCE N88°15'52"W, 10.00 FEET; THENCE N01°44'06"E, 33.24 FEET; THENCE S89°00'39"W, 32.90 FEET; THENCE N76°43'04"W, 182.55 FEET; THENCE S11°51'24"W, 112.56 FEET TO THE POINT OF TERMINATION IN THE NORTH LINE OF PROSPECT AVENUE. IN THE VICINITY OF THE BUILDINGS, SAID EASEMENT TO NARROW SO AS NOT TO PASS THROUGH EXISTING BUILDINGS.

EXISTING 8' WIDE UTILITY EASEMENT DESCRIPTION

A PART OF THE NORTHWEST , OF THE SOUTHWEST , OF SECTION 27,
TOWNSHIP 10 NORTH, RANGE 08 EAST, CITY OF LODI, COLUMBIA COUNTY,
WISCONSIN WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST , CORNER OF SAID SECTION 27; THENCE
N89°28'56"E, ALONG THE EAST-WEST , LINE OF SAID SECTION 27, 925.08
FEET; THENCE S01°44'06"W, 9.13 FEET; THENCE S88°15'52"E, 35.00 FEET;
THENCE S01°44'06"W, 21.00 FEET; THENCE N88°15'52"W, 18.00 FEET;
THENCE S01°44'06"W, 4.00 FEET TO THE POINT OF BEGINNING; THENCE
S70°27'46"E, 82.07 TO THE POINT OF TERMINATION. PARCEL IS SUBJECT
TO EASEMENTS OF RECORD.

PROPOSED 8' WIDE UTILITY EASEMENT DESCRIPTION

A PART OF THE NORTHWEST , OF THE SOUTHWEST , OF SECTION 27,
TOWNSHIP 10 NORTH, RANGE 08 EAST, CITY OF LODI, COLUMBIA COUNTY,
WISCONSIN WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST , CORNER OF SAID SECTION 27; THENCE
N89°28'56"E, ALONG THE EAST-WEST , LINE OF SAID SECTION 27, 925.08
FEET; THENCE S01°44'06"W, 9.13 FEET; THENCE S88°15'52"E, 35.00 FEET;
THENCE S01°44'06"W, 21.00 FEET; THENCE N88°15'52"W, 18.00 FEET;
THENCE S01°44'06"W, 4.00 FEET; THENCE S70°27'46"E, 82.07 FEET TO THE
POINT OF BEGINNING; THENCE S07°05'08"E, 79.93 FEET MORE OR LESS TO THE
NORTH RIGHT-OF-WAY LINE OF PROSPECT AVENUE AND POINT OF TERMINATION.
SAID EASEMENT CONTAINS 79,93 LINEAR FEET MORE OR LESS AND IS SUBJECT
TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

