

Prepared by:  
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Return to:  
Crown Castle  
Property BUN: 878299  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

Parcel Numbers:  
EGV 1105968

Cross Reference:  
Document Number 2279431  
Reel 2576, Image 1200

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STATE OF WISCONSIN     )  
COUNTY OF WAUKESHA    )

**SECOND AMENDMENT TO PCS SITE LICENSE AGREEMENT**

THIS SECOND AMENDMENT TO PCS SITE LICENSE AGREEMENT (hereinafter “**Second Amendment**”) is made effective as of the latter signature below (hereinafter “**Effective Date**”) by and between **THE VILLAGE OF ELM GROVE, a municipal corporation** (hereinafter “**Owner**”) with an address of 13600 Juneau Boulevard, Elm Grove, Wisconsin 53122 and **STC FIVE LLC**, a Delaware limited liability company (hereinafter “**Tenant**”), successor in interest to Sprint Spectrum L.P, by and through **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, its Attorney in Fact (“**GSA II**”), having a place of business at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Owner is the owner of that land and property situated in Waukesha County, Wisconsin commonly known as 900 Wall Street, Elm Grove, Wisconsin, referred to Tax Parcel Number EGV 1105968 and legally described on the attached **Exhibit A** (hereinafter “**Property**”); and

WHEREAS, Owner and Tenant are parties to that PCS Site License Agreement dated June 23, 1997 (hereinafter “**PCS Site License Agreement**”), a memorandum of which was recorded on January 12, 1998 as Document Number 2279431 in Reel 2576, Image 1200 in the office of the Register of Deeds, Waukesha County, Wisconsin, as amended by that Amendment to PCS Site License Agreement dated February 11, 2003 (hereinafter the “**First Amendment**” and collectively with the PCS Site License Agreement, hereinafter the “**Agreement**”), granting and conveying from Owner to Tenant a license to use and occupy a portion of the Property measuring approximately 15,091 square feet of ground space as more particularly set forth on the attached **Exhibit B** (hereinafter the “**Premises**”), together with certain rights of way for ingress, egress, access and the installation of lines, cables, conduit, fiber and utilities over, under, across and through the Property as more particularly set forth in the Agreement (hereinafter “**Access and Utility Rights of Way**”), and

WHEREAS, Owner and Tenant desire to confirm the size, layout and configuration of the Premises and amend, modify and alter some of the specific terms and conditions of the Agreement to grant to Tenant an additional right of way over, across, under and through the Property, all as more particularly set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and conditions  
BUN: 878299– Elm Grove  
Second Amendment to PCS Site License Agreement

contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant do hereby mutually covenant, promise, and agree as follows:

1. **Status of Parties and Representations.** Each party acknowledges that, to the best of its knowledge the other party has complied in all material respects with the obligations under the Agreement occurring on or prior to the date hereof and that, to the best of its knowledge, the other party is not in default under the terms of the Agreement.

2. **Depiction and Description of the Site.** The parties hereby agree and acknowledge that the Site leased to Tenant pursuant to the Agreement, and the easements and rights of way for ingress, egress, access and the installation, operation, use, maintenance, repair and removal of lines, cables, conduit, fiber, utilities, and related and appurtenant equipment shall be and are as set forth on the attached **Exhibit B.**

3. **Additional Right of Way.** In addition to the Access and Utility Rights of Way set forth in the Agreement, Owner hereby grants to Tenant, and Tenant accepts from Owner pursuant to the terms of the Agreement and this Second Amendment, for Tenant's use and for use by Tenant's successors, assigns, sublessees, tenants, customers and licensees, a non-exclusive right of way for the construction, installation, operation, maintenance, repair, replacement, reconstruction, upgrade and modification of above and below ground lines, wires, poles, fibers, cables, conduit, pipes, utility boxes, equipment cabinets, pull boxes and communications equipment and appurtenant and related improvements over, under, upon and through that portion of the Property in the locations more fully shown on **Exhibit C** (hereinafter "**Additional Right of Way**"), together with the right of ingress, egress, and access thereto for vehicles, pedestrians, cranes, heavy equipment, tractors, trailers, and other motorized and non-motorized equipment, including trucks, as may be necessary from time to time and at any time, twenty-four hours per day, seven days per week.

4. **Relocation of Rights of Way.**

(a) Relocation of Access Right of Way. Owner, its successors and/or assigns shall have the right, upon 180 days' prior written notice to Tenant, to relocate the nonexclusive access Right of Way, provided that the following conditions are met: 1) Tenant and any subtenants, licensees or occupants of the Site shall at all times have uninterrupted vehicular and pedestrian access to the Premises before, during and after the relocation; 2) the relocation does not interfere with or impair the Tenant's or subtenants, licensees or occupants of the Site access to the Premises; 3) Owner pays all costs and expenses associated with the relocation of the Access Right of Way; 4) there are no conditions, restrictions, encumbrances, easements, or third party interests that could result in reduction or termination of Tenant's or its subtenants, licensees or occupants of the Site access over the new access right of way; 5) Tenant is able to get consent from the any subtenants, licensees or occupants of the Site, if necessary; 6) Owner provides Tenant with a legal description describing the size and location of the new access right of way at least 30 days prior to the relocation of the access right of way as well as any documentation necessary to document and create the new access right of way in the public record; and, 7) Tenant must reasonably agree to the dimensions and location of the new nonexclusive access right of way.

(b) Relocation of Utility Right of Way. Owner, its successors and/or assigns shall have the right, upon 180 days' prior written notice to Tenant to relocate the Utility Right of Way, including any utility lines, poles, conduits and other improvements providing utility, telephone, electrical or fiberoptic services to the Premises, provided that the following conditions are met: 1) Tenant, subtenants, licensees or occupants of the Site using the Premises shall at all times have unrestricted

and uninterrupted utility service before, during and after the relocation; 2) the relocation shall be performed at Owner's sole cost and expense which shall include payment of Tenant's reasonable management fees to oversee the utility relocation; 3) the anticipated scope of work and contractor to perform the work shall be approved in advance by Tenant; 4) Tenant is able to get consent from its subtenants, licensees or occupants of the Site, if necessary; 5) Owner is able to obtain, at Owner's cost, all necessary consents and approvals of the relocation work with the appropriate utility providers; 6) Owner provides Tenant with a legal description describing the size and location of the new utility Right of Way at least 30 days prior to the relocation of the Utility Right of Way as well as any documentation necessary to document and create the new utility right of way in the public record, and 7) Tenant must reasonably agree to the dimensions and location of the new nonexclusive utility right of way.”

5. **Notices.** The notice addresses for Owner and Tenant set forth in Section 33 of the Agreement are hereby deleted in its entirety and replaced with the following:

If to Tenant: STC FIVE LLC  
c/o Crown Castle USA Inc.  
Attn: Legal - Real Estate Department  
Reference: 878299 – Elm Grove  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

If to Owner: The Village of Elm Grove  
Attention: Village President  
13600 Juneau Boulevard  
Elm Grove, Wisconsin 53122-1679

6. **Miscellaneous.**

(a) **Full Force and Effect, Representations.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Owner and Tenant ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement, as amended, and this Second Amendment, this Second Amendment shall govern and control. Each party hereto agrees to execute a Memorandum of this Second Amendment or a Memorandum of Lease, or, if applicable an Amended and Restated Memorandum of Agreement upon the request of the other party. The recitals set forth in this Second Amendment are incorporated herein by reference.

(b) **Binding Effect, Entire Agreement.** This Second Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Second Amendment. This Second Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(c) **Counterparts.** This Second Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Any signature delivered by facsimile or other forms of electronic transmission, such as a portable document format (“**PDF**”), shall be considered an original signature by the sending party.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have respectfully executed this Second Amendment to PCS Site License Agreement effective as of the date of the latter signature below.

**OWNER:** THE VILLAGE OF ELM GROVE, a municipal corporation

WITNESSES:

\_\_\_\_\_  
Witness  
Print Name:\_\_\_\_\_

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

\_\_\_\_\_  
Witness  
Print Name:\_\_\_\_\_

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

STATE OF WISCONSIN    )  
COUNTY OF WAUKESHA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, the \_\_\_\_\_ of **THE VILLAGE OF ELM GROVE, a municipal corporation**, who, being duly authorized to execute this instrument on behalf of the corporation, so executed the instrument as the act of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Number:\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

\_\_\_\_\_  
Printed Name

**TENANT:** STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney in Fact

WITNESSES:

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

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

**STATE/Commonwealth of** \_\_\_\_\_ )  
**County of** \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_ the \_\_\_\_\_ of Global Signal Acquisitions II LLC, a Delaware limited liability company, the Attorney in Fact for STC FIVE LLC, a Delaware limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

**PROPOSED 8 FOOT WIDE UTILITY EASEMENT DESCRIPTION**

THAT PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-FIVE, TOWNSHIP SEVEN NORTH, RANGE TWENTY EAST, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 25; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 829.10 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WISCONSIN CENTRAL RAILROAD; THENCE NORTHWESTERLY, 245.00 FEET ALONG SAID NORTHEASTERLY LINE BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 2814.93 FEET, (CHORD BEARS NORTH 39 DEGREES 16 MINUTES 29 SECONDS WEST, 244.92 FEET) TO THE SOUTHERN MOST CORNER OF THOSE LANDS AS DESCRIBED IN VOLUME 1117, PAGE 216, DOCUMENT NO. 708589 OF WAUKESHA COUNTY RECORDS; THENCE NORTH 51 DEGREES 32 MINUTES 42 SECONDS EAST, 229.42 FEET; THENCE NORTH 09 DEGREES 59 MINUTES 44 SECONDS WEST, 326.80 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LEASE AREA; THENCE SOUTH 87 DEGREES 27 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LEASE AREA, 198.66 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 48 SECONDS WEST, 205.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 03 MINUTES 48 SECONDS WEST, 3.71 FEET TO THE NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; THENCE NORTH 29 DEGREES 14 MINUTES 13 SECONDS WEST ALONG SAID NORTHEASTERLY LINE, 126.45 FEET; THENCE NORTHWESTERLY, 223.38 FEET ALONG SAID NORTHEASTERLY LINE, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 2914.79 FEET (CHORD BEARS NORTH 31 DEGREES 25 MINUTES 45 SECONDS WEST, 223.32 FEET); THENCE NORTH 56 DEGREES 22 MINUTES 32 SECONDS EAST, 8.00 FEET; THENCE SOUTHEASTERLY, 223.99 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2922.79 FEET (CHORD BEARS SOUTH 31 DEGREES 25 MINUTES 45 SECONDS EAST, 223.93 FEET); THENCE SOUTH 29 DEGREES 14 MINUTES 13 SECONDS EAST, 120.70 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 12 SECONDS WEST, 9.13 FEET TO THE POINT OF BEGINNING, CONTAINING 2,795 SQUARE FEET, ALL IN WAUKESHA COUNTY, WISCONSIN,

**EXISTING LEASE AREA DESCRIPTION PER DOC#002142**

A PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY (20) EAST, VILLAGE OF ELM GROVE, WAUKESHA COUNTY, WISCONSIN CONTAINING 15,091 SQUARE FEET (0.346 ACRES) OF LAND AND BEING DESCRIBED BY: COMMENCING AT THE CENTER OF SAID SECTION 25; THENCE N 89 DEG 47 MIN 49 SEC E 829.10 FEET ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 25 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WISCONSIN CENTRAL RAILROAD; THENCE NORTHWESTERLY 245.00 FEET ALONG SAID NORTHEASTERLY LINE AND THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2614.93 FEET, AND A CHORD OF WHICH BEARS N 39 DEG 16 MIN 29 SEC WEST, 244.92 FEET TO THE SOUTH MOST CORNER OF THOSE LANDS AS

DESCRIBED IN VOLUME 1117, PAGE 216, DOCUMENT NO. 708589 OF WAUKESHA COUNTY RECORDS; THENCE N 51 DEG 32 MIN 42 SEC E (RECORDED AS N 53 DEG 00 MIN E AND NORTH 51 DEGREES 44 MINUTES 50 SECONDS EAST) 229.42 FEET; THENCE NORTH 09 DEGREES 59 MINUTES 44 SECONDS WEST (RECORDED AS N 08 DEG 32 MIN 30 SEC W) 215.88 FEET TO THE POINT OF BEGINNING THENCE CONTINUE N 09 DEG 59 MIN 44 SEC W 110.94 FEET; THENCE S 87 DEG 27 MIN 8 SEC W 130.00 FEET; THENCE S 02 DEG 32 MIN 52 SEC E 110.00 FEET; THENCE N 87 DEG 27 MIN 08 SEC E 144.38 FEET TO THE POINT OF BEGINNING

EXISTING INGRESS/EGRESS EASEMENT DESCRIPTION PER DOC. #002142

AN INGRESS/EGRESS EASEMENT BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY (20) EAST, VILLAGE OF ELM GROVE, WAUKESHA COUNTY, WISCONSIN CONTAINING 20,853 SQUARE FEET (0.479 ACRES) OF LAND AND BEING DESCRIBED BY: COMMENCING AT THE CENTER OF SAID SECTION 25; THENCE N 89 DEG 47 MIN 49 SEC E 829.10 FEET ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 25 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WISCONSIN CENTRAL RAILROAD; THENCE NORTHWESTERLY 245.00 FEET ALONG SAID NORTHEASTERLY LINE AND THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 281.93 FEET, AND A CHORD WHICH BEARS N 39 DEG 16 MIN 29 SEC W 244.92 FEET OF THE SOUTH MOST CORNER OF THOSE LANDS AS DESCRIBED ON VOLUME 1117, PAGE 216, DOCUMENT NO. 708589 OF WAUKESHA COUNTY RECORDS; THENCE N 51 DEG 32 MIN 42 SEC E (RECORDED AS N 53 DEG 00 MIN E AND N 51 DEG 44 MIN 50 SEC E) 229.42 FEET THENCE N 09 DEG 59 MIN 44 SEC W (RECORDED AS N 08 DEG 32 MIN 30 SEC W) 326.80 FEET; THENCE S 87 DEG 27 MIN 08 SEC W 130.00 FEET TO THE POINT OF BEGINNING; THENCE S 02 DEG 32 MIN 52 SEC E 110.00 FEET; THENCE S 87 DEG 27 MIN 08 SEC W 59.34 FEET; THENCE N 02 DEG 10 MIN 29 SEC W 297.99 FEET; THENCE N 61 DEG 27 MIN 28 SEC W 477.01 FEET; THENCE S 66 DEG 43 MIN 29 SEC W 30.02 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WISCONSIN CENTRAL RAILROAD; THENCE NORTHWESTERLY 20.56 FEET ALONG SAID NORTHEASTERLY LINE AND THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2314.17 FEET, AND A CHORD OF WHICH BEARS N 36 DEG 38 MIN 36 SEC W 20.56 FEET; THENCE N 66 DEG 43 MIN 29 SEC E 44.41 FEET; THENCE S 61 DEG 47 MIN 28 SEC E 498.11 FEET; THENCE S 02 DEG 10 MIN 29 SEC E 199.31 FEET; THENCE N 87 DEG 27 MIN 08 SEC E 38.63 FEET TO THE POINT OF BEGINNING

EXISTING 10 FOOT WIDE UTILITY EASEMENT DESCRIPTION PER DOC. #002142

A 10 FOOT WIDE UTILITY EASEMENT BEING A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVEN (7) NORTH RANGE TWENTY (20) EAST, VILLAGE OF ELM GROVE, WAUKESHA COUNTY, WISCONSIN CONTAINING 4029 SQUARE FEET (0.092 ACRES) OF LAND AND BEING DESCRIBED BY: COMMENCING AT THE CENTER OF SAID SECTION 25; THENCE N 89 DEG 47 MIN 49 SEC E 829.10 FEET ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 25 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE WISCONSIN CENTRAL RAILROAD; THENCE NORTHWESTERLY 245.00 FEET ALONG SAID NORTHEASTERLY LINE AND THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2814.93 FEET, AND A CHORD OF WHICH BEARS N 39 DEG 16 MIN 29 SEC W 244.92 FEET TO THE



SOUTH MOST CORNER OF THOSE LANDS AS DESCRIBED IN VOLUME 1117, PAGE 216, DOCUMENT NO. 708589 OF WAUKESHA COUNTY RECORDS; THENCE N 51 DEG 32 MIN 42 SEC E (RECORDED AS N 53 DEG 00 MIN E AND N 51 DEG 44 MIN 50 SEC E) 229.42 FEET; THENCE N 09 DEG 59 MIN 44 SEC W ( RECORDED AS N 08 DEG 32 MIN 30 SEC W) 326.80 FEET TO THE POINT OF BEGINNING; THENCE S 87 DEG 27 MIN 08 SEC W 198.66 FEET; THENCE N 87 DEG 03 MIN 48 SEC W 205.40 FEET; THENCE N 02 DEG 56 MIN 12 SEC E 10.00 FEET; THENCE S 87 DEG 03 MIN 48 SEC E 204.92 FEET; THENCE N 87 DEG 27 MIN 08 SEC E 196.87 FEET; THENCE S 09 DEG 59 MIN 44 SEC E 10.09 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**DESCRIPTION OR DEPICTION OF PREMISES**

