

8
3/4/25

Market: ND / SD / NE / MN / IA
Cell Site Number: IAL01753
Cell Site Name: LLW_IASC West High
Fixed Asset Number: 13169467

FIFTH AMENDMENT TO SITE LEASE AGREEMENT

THIS FIFTH AMENDMENT TO SITE LEASE AGREEMENT ("**Fifth Amendment**") dated as of the later date below (the "Effective Date") is by and between Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board and the City of Sioux City, Iowa, having a mailing address at 620 Douglas Street, Suite 104, Sioux City, IA 51101 (collectively, "**Lessors**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Lessee**").

WHEREAS, Lessors and Lessee (or its affiliate or predecessor-in-interest) entered into a Site Lease Agreement dated September 5, 2006, as amended by that Amendment to Site Lease Agreement dated March 4, 2008, as amended by Amendment #2 the Site Lease Agreement dated October 27, 2014, as amended by Third Amendment to Site Lease Agreement dated August 20, 2018, and as further amended by Fourth Amendment to Site Lease Agreement dated March 18, 2019, whereby Lessors leased to Lessee certain Leased Premises, therein described, that are a portion of the property ("**Property**") located at 2001 Casselman Street, Sioux City, IA 51103 (collectively, the "**Lease**"); and

WHEREAS, the term of the Lease will expire on September 28, 2031, and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessors and Lessee desire to amend the Lease to extend the term of the Lease; and

WHEREAS, Lessors and Lessee desire to adjust the Rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Lessors and Lessee desire to amend the Lease to clarify the scope of Lessee's permitted use of the Leased Premises; and

WHEREAS, Lessors and Lessee, desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Lessors and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessors and Lessee agree as follows:

1. **Term.** The term of the Lease shall be amended to provide that the current term, which commenced on September 29, 2021, shall expire on September 28, 2026 (“**Current Term**”), and commencing on September 29, 2026, will be automatically renewed, upon the same terms and conditions of the Lease, for one (1) additional eight (8) year term (“**Renewal Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Renewal Term. The Terms will automatically renew without further action by Lessee, unless Lessee notifies Lessors in writing of Lessee’s intention not to renew the Lease at least sixty (60) days prior to the expiration of the Current Term or any Renewal Term. Lessors agree and acknowledge that, except as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the Lease as permitted prior to the first Renewal Term.

2. **Modification of Rent.** Commencing on March 1, 2025, the current Rent payable under the Lease shall be Three Thousand One Hundred Fifty and No/100 Dollars (\$3,150.00) per month and shall continue during the Term. In the event of any overpayment of Rent prior to or after the Effective Date, Lessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Permitted Use.** Lessee, its personnel, invitees, contractors, agents, sublessees, or its authorized sublessees, or assigns may use the Leased Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Leased Premises at any time during the Term of the Lease for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Lessors shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessors do not comply with the terms of this Section, in addition to any other rights it may have at law, Lessee may terminate the Lease and shall have no further liability to Lessors. If Lessors do not comply with the terms of this Section, Lessee will have the right to exercise any and all rights may available to it under law and equity, including the right to cure Lessors’ default and to deduct the costs of such cure from any monies due to Lessors from Lessee.

4. **Acknowledgement.** Lessors acknowledges that: 1) this Fifth Amendment is entered into of the Lessors’ free will and volition; 2) Lessors have read and understand this Fifth Amendment and the underlying Lease and, prior to execution of this Fifth Amendment, were free to consult with counsel of their choosing regarding Lessors’ decision to enter into this Fifth Amendment and to have counsel review the terms and conditions of this Fifth Amendment; 3) Lessors have been advised and are informed that should Lessors not enter into this Fifth Amendment, the underlying Lease between Lessors and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Section 12 of the Lease is hereby deleted in its entirety and replaced with the following:

NOTICES.

For Notices of Default to Lessee:

- (a) To Lessee's Lease Administration Department by email at NoticeIntake@att.com; and
- (b) To Lessee's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: IAL01753; Cell Site Name: LLW_IASC West High (IA)
Fixed Asset #: 13169467
208 S. Akard Street
Dallas, TX 75202-4206

All other notices will be sent:

- (a) To Lessee's Lease Administration Department by email at NoticeIntake@att.com with the FA#, Cell Site #, and Cell Site Name in the email subject line; and

- (b) To Lessors at Woodbury County, Iowa
Board of Supervisors
620 Douglas Street
Suite 104
Sioux City, IA 51101

Notices by email to Lessee's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

6. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by Lessors within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessors, and shall not be payable by Lessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Lessors. The provisions of this subsection shall survive the termination or expiration of the Lease.

7. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Lease otherwise is unmodified and remains in full

force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Fifth Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

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

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be effective as of the last date written below.

LESSORS:

Woodbury County Board of Supervisors,
c/o Starcomm Public Safety Board

By: *Daniel A. Bittinger II*

Print Name: Daniel A. Bittinger II

Its: _____

Date: 3/4/2025

LESSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: *Andrew Sackreiter*

Print Name: Andrew Sackreiter

Its: Director

Date: 1-28-25

LESSORS:

City of Sioux City, Iowa

By: *Robert E. Scott*

Print Name: Robert E. Scott

Its: Mayor

Date: MAR 17 2025

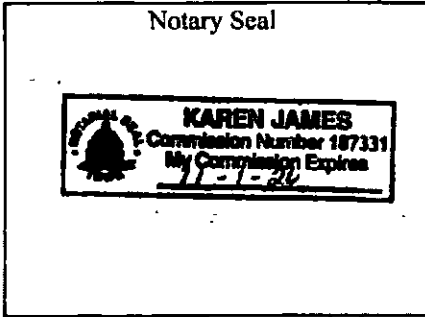
[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LESSORS ACKNOWLEDGMENT

STATE OF Iowa)
) SS.
COUNTY OF Woodbury)

I certify that I know or have satisfactory evidence that Daniel A. Bittinger 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 Chairman of Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 4, 2025



Karen James
(Signature of Notary)

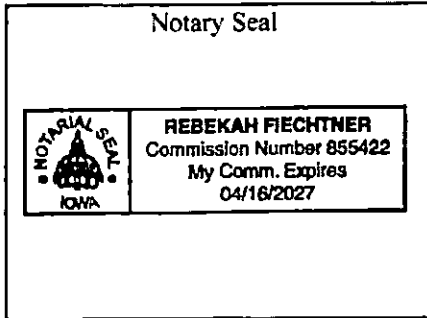
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Iowa
My appointment expires: 11-1-26


LESSORS ACKNOWLEDGMENT

STATE OF Iowa)
) SS.
COUNTY OF Woodbury)

I certify that I know or have satisfactory evidence that Robert E. Scott 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 Mayor of City of Sioux City, Iowa, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: MAR 17 2025



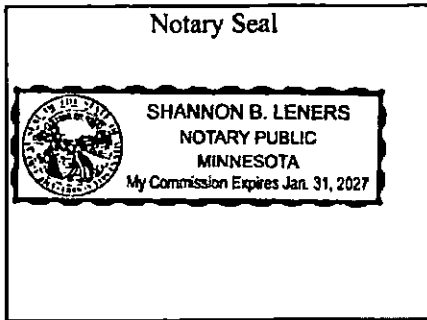

(Signature of Notary)
Rebekah Fiechtner
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Iowa
My appointment expires: 4-16-27

LESSEE ACKNOWLEDGMENT

STATE OF Minnesota)
) SS.
COUNTY OF Ramsay)

I certify that I know or have satisfactory evidence that Andrew Sackriater 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 Director 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: January 29, 2025



S. B. L.
(Signature of Notary)
Shannon B. Leners
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
MN
My appointment expires: 1/31/2027

Attachment 1
Memorandum of Lease

(See Attached)

PARCEL #: 894824426020

SPACE ABOVE FOR RECORDER'S USE

LEGAL DESCRIPTION, page 7

Prepared by, and
after recording return to:
Catherine Abejar, Lease Processing
(469) 965-9850
MD7, LLC
950 W. Bethany Drive, Suite 700
Allen, TX 75013

Re: Cell Site #: IAL01753
Cell Site Name: LLW_IASC West High (IA)
Fixed Asset Number: 13169467
State: IA
County: Woodbury

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 17th day of March, 2025,
by and between Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board and
the City of Sioux City, Iowa, having a mailing address at 620 Douglas Street, Suite 104, Sioux
City, IA 51101 (collectively, hereinafter referred to as "Lessors") and New Cingular Wireless
PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park
Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "Lessee").

1. Lessors and Lessee (or its affiliate or predecessor-in-interest) entered into a certain Site Lease Agreement dated September 5, 2006, as amended by that Amendment to Site Lease Agreement dated March 4, 2008, as amended by that certain Amendment #2 the Site Lease Agreement dated October 27, 2014, as amended by that certain Third Amendment to Site Lease Agreement dated August 20, 2018, as amended by that certain Fourth Amendment to Site Lease Agreement dated March 18, 2019, and as further amended by that certain Fifth Amendment to Site Lease

Agreement dated March 17, 2025
(hereinafter, collectively, the "Lease") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessors' real property located in the City of Sioux City, County of Woodbury, commonly known as 2001 Casselman Street. All of the foregoing is set forth in the Lease.

2. Commencing on September 29, 2026, the Agreement may be extended for one (1) additional eight (8) year term.
3. The portion of the land being leased to Lessee (the "Leased Premises") is described in **Exhibit A** annexed hereto.
4. This Memorandum of Lease 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 Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease 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 Lease.

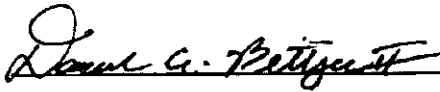
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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSORS:
Woodbury County Board of Supervisors,
c/o Starcomm Public Safety Board

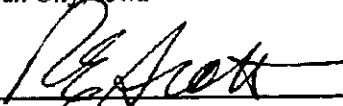
LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Daniel A. Bittner II
Its: _____
Date: 3/4/2025

By: 
Print Name: Andrew Sackreitor
Its: Director
Date: 1-29-25

LESSORS:
City of Sioux City, Iowa

By: 
Print Name: Robert E. Scott
Its: Meyfor
Date: MAR 17 2025

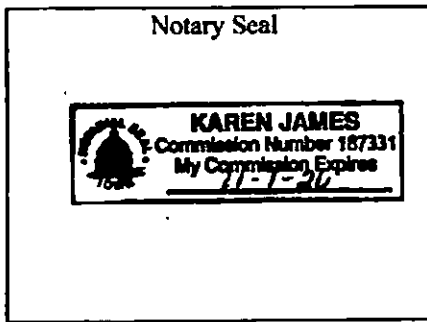
[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LESSORS ACKNOWLEDGMENT

STATE OF Iowa)
) SS.
COUNTY OF Woodbury)

I certify that I know or have satisfactory evidence that Daniel A. Bittinger 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 Chairman of Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: MARCH 4, 2025



Karen James
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Iowa
My appointment expires: 11-1-26

EXHIBIT A

PREMISES DESCRIPTION AND LEGAL DESCRIPTION OF PROPERTY

Street Address: 3430 West 23rd Street, Sioux City, IA 51103

Parcel #: 894824426020

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

HIGHLAND PARK S 1/2 SE 1/4 NE 1/4 24-8948; N 89.97 FT LOT 7 (EX ST) & N 89.97 FT LOT 8 (EX ST) NEWSPAPER ADDN; AUD PLAT ST VINCENT SUB DIV 19-89-47 PT LOT 9, PT LOT 10, LOT 11 (EX E 230 FT), LOT 12, (EX E 230 FT), LOT 13 (EX E 230 FT), LOT 14 (EX E 350 F); WOODBURY COUNTY, PA