

FIRST AMENDMENT TO LEASE AND

MEMORANDUM OF UNDERSTANDING DATED MARCH 31, 2014

This First Amendment to Lease and Memorandum of Understanding ("Amendment"), dated _____, 2026, is entered into by and between Outagamie County, Wisconsin ("County"), and the City of Kaukauna, Wisconsin ("City").

WHEREAS, the parties entered into a Lease and Memorandum of Understanding dated March 31, 2014, concerning the construction, operation, and maintenance of a public safety communications tower located on City-owned property near Boyd Avenue in the City of Kaukauna ("Agreement"); and

WHEREAS, Exhibit A to the Agreement depicts a Tower Parcel and an Access and Utility Easement benefiting the County communications tower; and

WHEREAS, the City and Kaukauna Utilities are proceeding with construction of a water storage tank and related improvements in the vicinity of the communications tower; and

WHEREAS, the parties desire to modify the location and dimensions of the Access and Utility Easement to accommodate such improvements while preserving all access and utility rights necessary for the continued operation, maintenance, repair, replacement, and use of the communications tower;

WHEREAS, the parties have prepared a revised legal description and easement exhibit depicting the modified Access and Utility Easement, attached hereto as Exhibit A and Exhibit B, respectively; and

WHEREAS, the Agreement expressly contemplates amendment of the Access and Utility Easement and reserves to the City the right to amend the location and dimensions of the easement, provided continued access necessary for operation and maintenance of the tower is maintained.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Amendment of Access and Utility Easement

Effective upon execution of this Amendment, the Access and Utility Easement depicted and described in Exhibit A of the Agreement is amended and replaced by the legal description attached hereto as Exhibit A and the easement exhibit attached hereto as Exhibit B, both of which are incorporated herein by reference.

The revised easement shall provide the County, its employees, agents, contractors, successors, and assigns with continued rights of ingress and egress and access to utilities reasonably necessary for the operation, maintenance, repair, replacement, and use of the communications tower and associated facilities.

2. No Impairment of Tower Operations

The parties acknowledge and agree that the purpose of this Amendment is to accommodate construction and operation of a municipal water storage facility and related infrastructure. Nothing contained herein shall be construed to materially impair the County's ability to access, operate, maintain, repair, replace, or utilize the communications tower and associated facilities.

3. Replacement of Prior Easement Description

To the extent any description, exhibit, map, sketch, legal description, or depiction of the Access and Utility Easement contained in the Agreement conflicts with Exhibit A or Exhibit B attached to this Amendment, Exhibit A and Exhibit B shall control.

4. Remaining Terms Unchanged

Except as expressly modified by this Amendment, all terms, conditions, covenants, and provisions of the Agreement remain in full force and effect.

5. Effective Date

This Amendment shall become effective upon approval and execution by both parties in accordance with Paragraph 15 of the Agreement.

Dated this ____ day of _____, 2026 Dated this ____ day of _____, 2026

For the City of Kaukauna

For Outagamie County

Anthony J. Penterman (or designee)
Mayor
City of Kaukauna

Thomas Nelson (or designee)
County Executive
Outagamie County

Exhibit A

Legal Description

A **permanent utility and access easement** located in part of Lot 1 and Lot 2, CSM #8958, Document No. 2353003, and part of Lot B, Government Lot 2, Section 24, T21N, R18E, City of Kaukauna, Outagamie County, Wisconsin, being more particularly described as follows:

Commencing at the Southeast corner of Section 24, T21N, R18E; Thence N00°57'48"E, along the East line of the Southeast Quarter of said Section 24, a distance of 273.89 feet; Thence N89°02'12"W, 3,417.02 feet, to the intersection of the westerly right-of-way line of CTH Q / Boyd Avenue and the southerly line of said Lot 1, CSM #8958, being the point of beginning; Thence N89°55'31"W, along said southerly line of Lot 1, CSM #8958, a distance of 339.83 feet; Thence N00°04'29"E, 50.00 feet; Thence S89°55'31"E, 50.00 feet; Thence S00°04'29"W, 10.00 feet; Thence S89°55'31"E, 290.03 feet to said westerly right-of-way line of CTH Q / Boyd Avenue; Thence S00°21'29"W, along a common line of the easterly line of said Lot 1 and Lot 2, CSM #8958, and westerly right-of-way line of CTH Q / Boyd Avenue, a distance of 40.00 feet to the point of beginning.

Said **permanent utility and access easement** contains 0.32 acres, more or less.

EAST 1/4 MEANDER CORNER,
SECTION 24, T21N, R18E,
FOUND BERNTSEN NAIL,
CORNER FIELD VERIFIED
WITH TIE SHEET 42119190640



SCALE

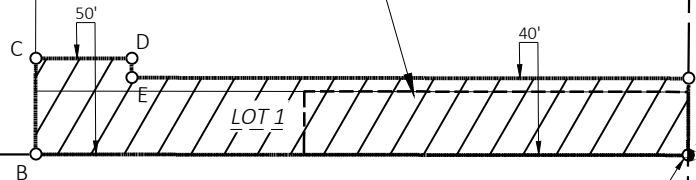
0 50' 100'

LOT 3

CSM #8958

LOT 2

PERMANENT UTILITY
AND ACCESS EASEMENT
0.32 ACRES



DEMING SUBDIVISION

LOT 1

LOT 2

CTH Q / BOYD AVE

N89°02'12"W
3417.02'

60'

N00°57'48"E 851.46'

N00°57'48"E 1125.35'

N00°57'48"E 273.89'

LEGEND



PERMANENT UTILITY AND ACCESS
...EASEMENT

R/W

...RIGHT-OF-WAY LINE

DOC

...DOCUMENT

VOL

...VOLUME

PG

...PAGE

CSM

...CERTIFIED SURVEY MAP

PL

...PROPERTY LINE

POB

...POINT OF BEGINNING

B

...EXISTING BUILDING

o

...COMPUTED POINT

COURSE TABLE		
POINTS	DIRECTION	DISTANCE
A-B	N 89° 55' 31" W	339.83'
B-C	N 00° 04' 29" E	50.00'
C-D	S 89° 55' 31" E	50.00'
D-E	S 00° 04' 29" W	10.00'
E-F	S 89° 55' 31" E	290.03'
F-A	S 00° 21' 29" W	40.00'

NOTE:

PROPERTY AND RIGHT-OF-WAY LINES ARE SHOWN FOR
GRAPHIC REFERENCE ONLY.

A TITLE SEARCH WAS NOT COMPLETED FOR THIS PARCEL.

SOUTHEAST CORNER,
SECTION 24, T21N, R18E,
FOUND 7" X 7" STONE,
CORNER FIELD VERIFIED
WITH TIE SHEET 42119190040



PERMANENT UTILITY AND
ACCESS EASEMENT

CITY OF KAUKAUNA
OUTAGAMIE COUNTY

EXHIBIT

B