

Prepared by: Tiffany Gonsalves
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

Parcel ID: 59281321500

FIRST AMENDMENT TO OPTION AND LAND LEASE

THIS FIRST AMENDMENT TO OPTION AND LAND LEASE (“First Amendment”) is executed this _____ day of _____, 2025 (“**Effective Date**”) by and between **CITY OF SHEBOYGAN, a Wisconsin municipal corporation**, having an address at 828 Center Avenue, Sheboygan, Wisconsin 53081 (“**Lessor**”) and **SBA STRUCTURES, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487 (“**Lessee**”).

WHEREAS, Lessor and SBA Towers, Inc., a Florida corporation, entered into that certain Option and Land Lease dated August 17, 2000, as evidenced by that certain Memorandum of Land Lease dated August 17, 2000, and recorded September 28, 2000, in Volume 1761, Page 476, Document No. 1580152, of the Register of Deeds of Sheboygan County, Wisconsin (“**Lease**”) and ultimately assigned to Lessee, successor by conversion to SBA Structures, Inc., a Florida corporation, pursuant to that certain unrecorded Assignment and Assumption Agreement dated October 31, 2006, for Lessee’s use of a portion of the real property (“**Leased Parcel**”), located at 3333 Lake Shore Drive, Sheboygan, Wisconsin 53082 (“**Premises**”), being more particularly described in the attached **Exhibit “A”**; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration of One Hundred and No/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby, acknowledged, the parties hereto covenant, agree, and bind themselves to the following modifications to the Lease:

1. **Section 3. Term**, of the Lease is hereby amended to include the following:

In addition to the Term as referenced in the Lease, the Lease is hereby amended to include four (4) additional successive renewal terms of five (5) years (each a “**Renewal Term**”). Each Renewal Term shall be deemed automatically extended unless Lessee notifies Lessor of its intention not to renew the Lease prior to the commencement of the succeeding Renewal Term. The first additional Renewal Term shall commence on September 7, 2025, upon the expiration of the Renewal Term expiring on September 6, 2025.

2. **Section 4. Rent**, of the Lease is hereby amended to include the following:

On September 7, 2025, Lessor's Rent shall be increased to the total amount of Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$37,500.00) per year.

All escalations currently provided in the Lease shall remain unchanged.

3. **Section 5. Easements, subsection (a) Right of Access**, of the Lease is hereby amended to include as follows:

(a) Lessee shall have at all times during the initial term the right of access to and from the Leased Parcel and all utility installations servicing the Leased Parcel on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way. When access to the Leased Parcel is desired outside of business hours, Lessee shall obtain access by requesting same via the designated contact information posted to the access gate, except in the case of an emergency in which case Lessee shall provide notice as reasonably possible. Any utility wire, cable, conduit, pipe, or similar installation occurring within right-of-way shall conform to Sheboygan Municipal Code in all applicable respects and installation shall not be undertaken unless properly permitted. Lessee is solely responsible for obtaining any necessary permit(s) and the cost(s) therefore.

4. **Section 10. Notices**, of the Lease is hereby amended as follows:

If to Lessee: SBA Structures, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: WI21282-A / Wilson Avenue

5. **Section 12. Insurance**, of the Lease is hereby amended as follows:

Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities, and obligations on the Leased Parcel and having limits of not less than Two Million Dollars (\$2,000,000) which will name Lessor as an additional insured party. On or before the commencement date of the first additional Renewal Term, Lessee will give Lessor a certificate of insurance and additional insured endorsement, evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate and endorsement evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the State of Wisconsin and shall provide thirty (30) days prior written notice to the Lessee and additional insureds of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy

covering the Leased Parcel and other properties of Lessee provided that such blanket insurance policy complies with all the other requirements with respect to the type and amount of insurance, and the insurance company is authorized to do business in Wisconsin. All insurance must be primary and non-contributory to any insurance or self-insurance that may be carried by Lessor.

6. **Section 14. Taxes**, of the Lease is hereby amended as follows:

Lessee will pay any tax assessed on, or any portion of the taxes attributable to the **Structures**. **Lessee** will pay when due all fees and assessments attributable to the **Leased Parcel**.

7.

8. Capitalized terms not defined in this First Amendment will have the meaning ascribed to such terms in the Lease.

9. This First Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Premises is located without regard to principles of conflicts of law.

10.

11. Except as specifically set forth in this First Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall take precedence.

12. Lessor acknowledges that the attached **Exhibit "A"** may be preliminary or incomplete and, accordingly, Lessee may replace and substitute such exhibit with an accurate survey and legal descriptions of the Leased Parcel and re-record this First Amendment without obtaining the further approval of Lessor. Following such re-recording, the descriptions of the Leased Parcel described therein shall serve as the descriptions for same for all purposes under the Lease.

13. Lessor represents and warrants to Lessee that Lessor is the sole owner in fee simple title to the Premises and Lessor's interest under the Lease and that consent or approval of no other person is necessary for Lessor to enter, into this First Amendment.

14. This First Amendment may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same First Amendment.

15. Lessee shall have the right to record this First Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

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

LESSOR:

**City of Sheboygan, a Wisconsin
municipal corporation**

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

STATE OF WISCONSIN

COUNTY OF _____

The instrument was acknowledged before me on this ____ day of _____, 2025, by _____ and _____, who are the _____ and _____, respectively of City of Sheboygan on behalf of the corporation.

Notary Public _____

My Commission Expires _____

(NOTARY SEAL)

WITNESSES:

LESSEE:

SBA Structures, LLC, a Delaware limited liability company

Print Name: _____

Print Name: _____

By: _____

Joshua Koenig, Executive Vice
President and General Counsel

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 2025, by Joshua Koenig, Executive Vice President and General Counsel of SBA Structures, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me and did not take an oath.

Notary Public _____

My Commission Expires _____

(NOTARY SEAL)

EXHIBIT “A”

Legal description to be incorporated upon receipt of final survey.