

ENROLLED ORDINANCE 179-76

APPROVE SECOND AMENDMENT TO LEASE WITH CCATT LLC AT  
UW-MILWAUKEE WAUKESHA CAMPUS

WHEREAS, Waukesha County owns property located at 1500 North University Drive, the City of Waukesha, Waukesha County, State of Wisconsin (the "Site"); and

WHEREAS, Waukesha County entered into a lease at the Site with CCATT LLC's predecessor in interest to lease space on a flagpole at the site for operations of cellular communications in 2002, and said lease was amended and extended in 2022; and

WHEREAS, the County and CCATT LLC now desire to further amend the lease to extend the term of the lease until September 8, 2025 effective as of November 18, 2024; and

WHEREAS, the County includes reclamation requirements in the amendment to clarify expectations upon CCATT LLC when vacating the site upon lease expiration.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Second Amendment to Lease between the County and CCATT LLC for use of the flagpole cell tower and surrounding lands at the UW-Milwaukee Waukesha campus is hereby approved.

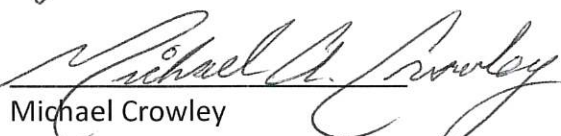
BE IT FURTHER ORDAINED that the Director of Emergency Preparedness or her designee is authorized to execute the Second Amendment to Lease and any other documents necessary to effectuate the intent thereof.

APPROVE SECOND AMENDMENT TO LEASE WITH CCATT LLC AT  
UW-MILWAUKEE WAUKESHA CAMPUS

Presented by:  
Judiciary & Law Enforcement Committee

  
Jacob LaFontain, Chair

  
Jim Batzko

  
Michael Crowley


  
Timothy Dondlinger

  
John D. Leisemann

  
Deb Schroeder

  
Terry Thieme

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 2/28/25,   
Margaret Wartman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X

Vetoed: \_\_\_\_\_

Date: 3/4/2025,   
Paul Farrow, County Executive

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Second Amendment") is made effective as of November 17, 2024 ("Effective Date"), by and between Waukesha County, Wisconsin, a quasi-municipal corporation, having an address at 515 W. Moreland Blvd., Waukesha, Wisconsin 53188 (hereinafter referred to as "County") and CCATT LLC, a Delaware limited liability company, as successor to TeleCorp Realty, LLC, having an address at Attn: Legal Real Estate Department, 2000 Corporate Drive, Canonsburg, PA 15317 (hereinafter referred to as "Lessee").

### RECITALS

WHEREAS, the County and Lessee entered into Lease Agreement dated on or about November 18, 2002 ("Lease"), a memorandum of which was recorded on January 13, 2003 as Instrument #2909174 in the official public records of Waukesha County, Wisconsin, whereby Lessee leased the Site on the County's Property located at 1500 North University Drive, Waukesha, WI, together with access and utility easements, for the construction, operation and maintenance of Communications Facilities; and

WHEREAS, the term of the Lease is twenty (20) years (initial term of five (5) years plus three (3) additional five (5) year extensions commencing on the Commencement Date; and

WHEREAS, thereafter the County and Lessee entered into a First Amendment To Lease whereby effective as of November 18, 2022, the term of the lease was extended by two additional one (1) year with a renewal terms with the final expiration of the lease occurring November 17, 2024.

WHEREAS, County and Lessee now desire to further amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Acknowledgement. The parties acknowledge that as of the Effective Date, the Lease is and was in full effect, and the parties as of the execution of this Second Amendment acknowledge and reaffirm that the Lease and its terms remain in full force, each party being bound to its obligations thereunder.

3. Term and Site Restoration. Effective as of November 18, 2024, the term of the Lease shall be extended to September 8, 2025 ("Final Termination Date"). Notwithstanding anything in Section 5 of the Lease to the contrary, all of Lessee's equipment and improvements shall be removed from the Site, and the Site restored with appropriate fill, soil and vegetation to pre-construction conditions, no later than the Final Termination Date. The Site shall be restored by removal of all Lessee's equipment and improvements, except that anchoring cables may be cut

six (6) inches below grade and the open aired, walled structure attached to the building housing Lessee's equipment can remain on site.

4. Rent. Notwithstanding anything to the contrary in Section 3 of the Lease, effective as of November 18, 2024 the annual rent payable to the County through the Final Termination Date shall be \$50,380.41.

5. Counterparts. This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

6. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent.

*[Signature pages follow]*

The County and Lessee have caused this Second Amendment to be duly executed on the day and year first written above.

**COUNTY:**  
WAUKESHA COUNTY, WISCONSIN  
a quasi-municipal corporation

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

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

Title: \_\_\_\_\_

[Lessee Execution Page Follows]

This Second Amendment is executed by Lessee as of the date first written above.

**LESSEE:**  
CCATT LLC,  
a Delaware limited liability company

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

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

Title: \_\_\_\_\_

CONSENT OF UNIVERSITY

UW-Milwaukee Waukesha County hereby consents to the above Second Amendment to Lease.

UW-MILWAUKEE WAUKESHA COUNTY

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

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

Title: \_\_\_\_\_



## VOTE RESULTS

21

YES

0

NO

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ABSTAIN

4

ABSENT

### Ordinance 179-O-080

Ordinance 179-O-080: Ordinance 179-O-080: Approve Second Amendment To Lease With CCAIT LLC At UW

 Passed By Majority Vote

D1 - Styza	AYE	D10 - Thieme	ABSENT	D19 - Enriquez	AYE
D2 - Euclide	ABSENT	D11 - Howard	S AYE	D20 - Schellinger	AYE
D3 - Morris	AYE	D12 - Wolf	AYE	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Leisemann	AYE	D22 - Szpara	AYE
D5 - Dondlinger	AYE	D14 - Mommaerts	AYE	D23 - Hammitt	AYE
D6 - Walz	AYE	D15 - Kolb	AYE	D24 - Schroeder	AYE
D7 - LaFontain	ABSENT	D16 - Crowley	M AYE	D25 - Johnson	AYE
D8 - Koremenos	AYE	D17 - Meier	ABSENT		
D9 - Heinrich	AYE	D18 - Nelson	AYE		

12th Meeting, 179th Year of the County Board of Supervisors - February 24 2025 07:13 PM

February 24, 2025



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