

Site Name: Hartsville

Site Number: 596314

**SECOND AMENDMENT TO LICENSE AGREEMENT BETWEEN THE CITY OF  
HARTSVILLE AND US CELLULAR**

**THIS SECOND AMENDMENT TO LICENSE AGREEMENT** (hereinafter "Second Amendment") is made as of the \_\_\_ day of \_\_\_\_\_, 2019, by and between **City of Hartsville, South Carolina**, by and through its Mayor and Council, having a mailing address at 100 East Carolina Avenue, Hartsville, SC 29550 ("Licensor"), and **USCOC of South Carolina RSA #4, Inc.**, a South Carolina corporation, having a mailing address at Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Licensee"); and

**WHEREAS**, Licensor and Licensee entered into a License Agreement dated January 9, 2001, pursuant to which Licensor Licensed to Licensee a portion of the tower site located on 140 South Cedar Lane, Hartsville, South Carolina 30824 described in Exhibit A of the License Agreement; and

**WHEREAS**, Licensor and Licensee entered into a First Amendment to the License Agreement dated January 9, 2015 (collectively the License Agreement dated January 9, 2001 and First Amendment are hereinafter referred to as the "Agreement") ; and

**WHEREAS**, Licensor and Licensee desire to further amend the Agreement to adjust the Rent in conjunction with the modifications to the Agreement as provided in this Second Amendment.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In addition to the antennas and equipment permitted in the License Agreement, Licensor consents to the removal of three (3) antennas and six (6) coax lines and the installation of six (6) new antennas and three (3) new hybrid lines, several ancillary radio units and junction boxes as more completely described in Exhibit B attached hereto. Licensee shall also replace the existing corral antenna mount with a new corral antenna mount. Exhibit B of the Agreement is deleted in its entirety and replaced with a new Exhibit B DESCRIPTION OF PREMISES AND EQUIPMENT, attached hereto.

2. Commencing on the first day of the month following the date that Licensee begins installation of the modifications set forth in this Second Amendment, Rent shall be increased by Six Thousand and No/100 Dollars (\$6,000.00) per year, partial year to be prorated. Rent shall be increased annually as provided for in Section 3 of the Agreement.

3. Except as specifically set forth in this Second Amendment, the Agreement is otherwise unmodified and remains in full force and effect. In the event of any inconsistencies between the Agreement, and this Second Amendment, the terms of this Second Amendment shall take precedence.

**[END OF AMENDMENT- SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment effective as of the last date of execution shown below.

**Licensor: The City of Hartsville**

**Licensee: USCOC of South Carolina  
RSA #4, Inc.**

BY: \_\_\_\_\_

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

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

Name:   
**Jeffrey W. Baenke**  
Vice President

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

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

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

Date: **FEB 08 2019**  
\_\_\_\_\_

STATE OF SOUTH CAROLINA )

COUNTY OF DARLINGTON )

I, the undersigned, a Notary Public in and for the State and County, aforesaid, do hereby certify that, \_\_\_\_\_, known to me to be the same person whose name is subscribed to the foregoing Second Amendment to License Agreement, appeared before me this day in person and acknowledged that she signed the said Amendment as her free and voluntary act on behalf of Licensor for the uses and purposes therein stated.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that, Jeffrey W. Bænke, Vice President, known to me to be the same person whose name is subscribed to the foregoing Second Amendment to License Agreement, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act on behalf of the named Licensee for the uses and purposes therein stated.

Given under my hand and official seal this 8 day of February, 2019

*[Signature]*  
Notary Public



MAY 28 2022

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

## EXHIBIT B

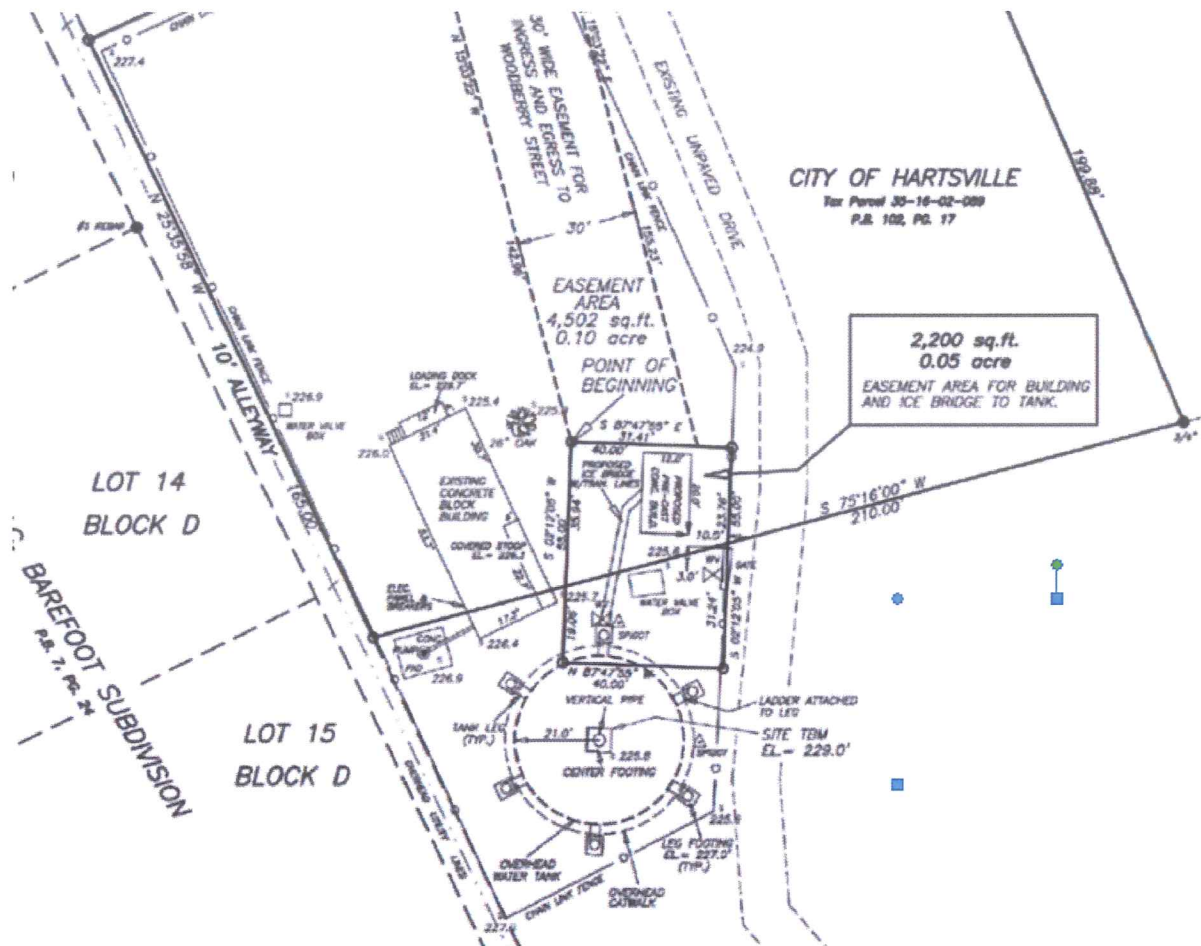
### LEGAL DESCRIPTION FOR INGRESS-EGRESS EASEMENT

*BEGINNING at the intersection of the southwesterly corner of the right-of-way Woodberry Street and the northern property line of the City of Hartsville property designated as Darlington County, S.C. Tax Parcel 35-16-02-089, being located approximately 1025 feet southeast of the intersection of the southerly right-of-way of West Carolina Avenue and the Westerly right-of-way of Woodberry Street, being designated as the POINT OF BEGINNING, thence N 65° 41' 54" E for a distance of 30.02 feet to a point; thence S 26° 16' 15" E for a distance of 1.91 feet to a point; thence S 15° 03' 22" E for a distance of 155.23 feet to a point thence N 87° 47' 55" W for a distance of 31.41 feet to a point thence N 15° 03' 22" W for a distance of 142.96 feet to the Point of Beginning and containing 0.10 acre, more or less.*

### LEGAL DESCRIPTION FOR BUILDING AND ICE BRIDGE AREA

*COMMENCING at the intersection of the southwesterly corner of the right-of-way Woodberry Street and the northern property line of the City of Hartsville property designated as Darlington County, S.C. Tax Parcel 35-16-02-089, being located approximately 1025 feet southeast of the intersection of the southerly right-of-way of West Carolina Avenue and the Westerly right-of-way of Woodberry Street, thence S 15° 03' 22" E for a distance of 142.96 feet to the POINT OF BEGINNING, thence S 87° 47' 55" E for a distance of 40.00 feet to a point; thence S 02° 12' 05" W for a distance of 55.00 feet to a point; thence N 87° 47' 55" E for a distance of 40.00 feet to a point; thence N 02° 12' 05" E for a distance of 55.00 feet to the Point of Beginning and containing 0.05 acre, more or less.*

# EXHIBIT B (continued)



# EXHIBIT B (continued)

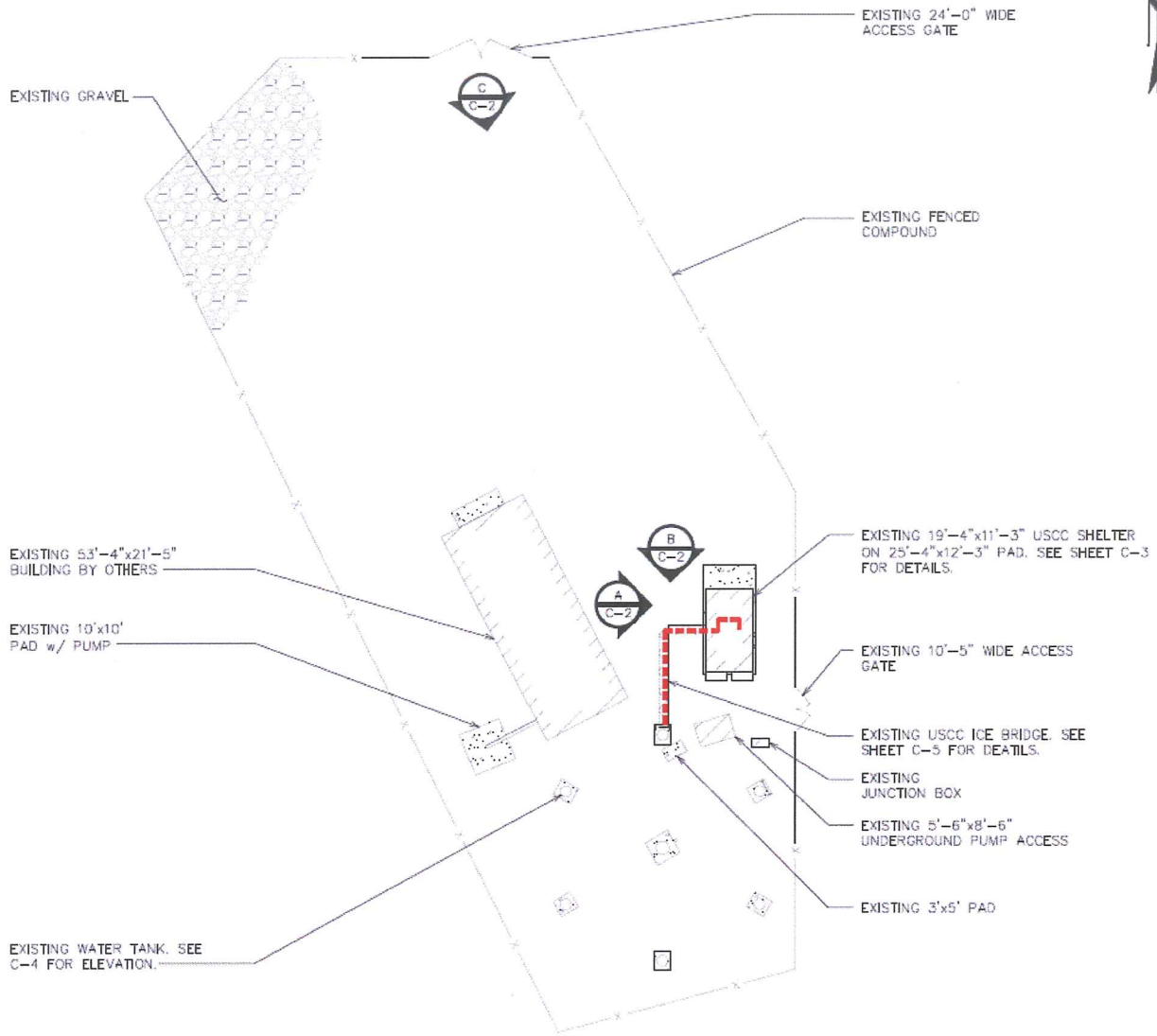
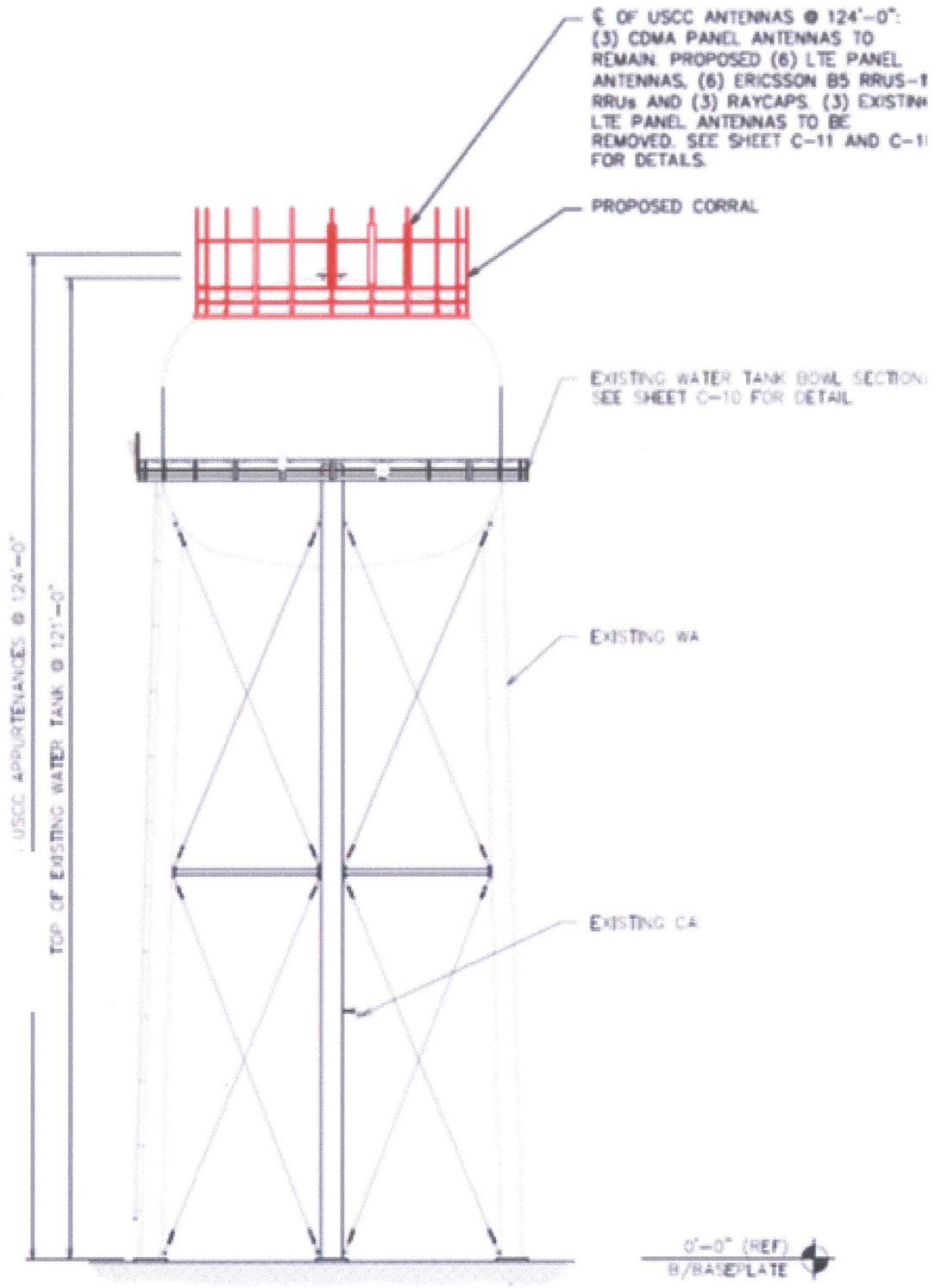
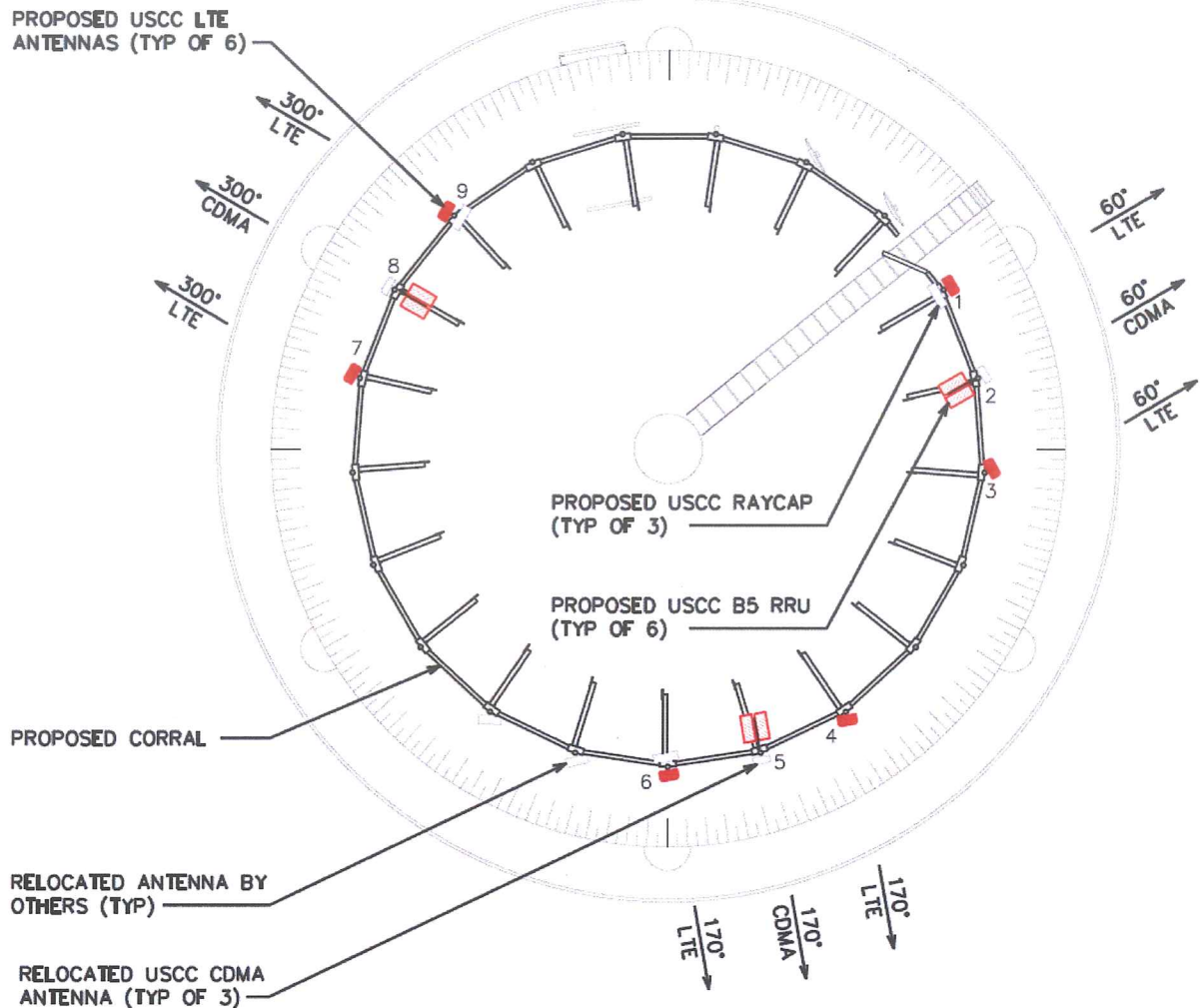


EXHIBIT B (continued)



### EXHIBIT B (continued)



### PROPOSED LOADING

ANTENNAS								CABLES				TOWER TOP RELATED EQUIPMENT			
SECTOR	ANTENNA POSITION NUMBER	MANUFACTURER/ MODEL NUMBER	ELEC. D-TILT	MECH. D-TILT	TECH	BAND		CABLE TYPE	COAX SIZE	CABLE QTY.	CABLE LENGTH	BIAS-T	RRU	*RAYCAP	ANTENNA NOTES
ALPHA	1	KMW AM-X-CD-17-65-00T-RET	2'	0'	LTE	B5/B12		HYBRID	1¼"	1	230'-0"	-	(1) B5 RRUS-11	(1) RUSDC-6267-PF-48	-
ALPHA	2	ANTEL BXA 80090/B	-	0'	CDMA	B5		COAX	1½"	2	157'-0"	-	-	-	-
ALPHA	3	KMW AM-X-CD-17-65-00T-RET	2'	0'	LTE	B5/B12		-	-	-	-	-	(1) B5 RRUS-11	-	-
BETA	4	KMW AM-X-CD-17-65-00T-RET	2'	0'	LTE	B5/B12		HYBRID	1¼"	1	250'-0"	-	(1) B5 RRUS-11	(1) RUSDC-6267-PF-48	-
BETA	5	ANTEL BXA 80063/BCF	-	0'	CDMA	B5		COAX	1½"	2	157'-0"	-	-	-	-
BETA	6	KMW AM-X-CD-17-65-00T-RET	2'	0'	LTE	B5/B12		-	-	-	-	-	(1) B5 RRUS-11	-	-
GAMMA	7	KMW AM-X-CD-17-65-00T-RET	2'	0'	LTE	B5/B12		HYBRID	1¼"	1	210'-0"	-	(1) B5 RRUS-11	(1) RUSDC-6267-PF-48	-
GAMMA	8	ANTEL BXA 80090/B	-	0'	CDMA	B5		COAX	1½"	2	157'-0"	-	-	-	-
GAMMA	9	KMW AM-X-CD-17-65-00T-RET	2'	0'	LTE	B5/B12		-	-	-	-	-	(1) B5 RRUS-11	-	-