

Market: IL/WI  
Cell Site Number: WI1069  
Cell Site Name: Howard Water Tower  
Fixed Asset Number: 10080327

## RELEASE AND SETTLEMENT AGREEMENT

**THIS RELEASE AND SETTLEMENT AGREEMENT**, made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (hereinafter "**Release**") by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor-in-interest to Telecorp Realty, L.L.C., a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter "**AT&T**") and the City of Milwaukee, a Wisconsin municipal corporation, having a mailing address of 200 East Wells Street, Milwaukee, WI 53202 (hereinafter "**Owner**"), is as follows:

### WITNESSETH:

**WHEREAS**, Owner and AT&T's predecessor in interest, Telecorp Realty, L.L.C., entered into a Lease Agreement dated on December 15, 2000, as further amended by that certain First Amendment to Lease Agreement dated July 29, 2003 and Second Amendment Lease Agreement dated December 15, 2005 (collectively "**Lease**") pursuant to which AT&T leases a portion of the Property at 4001 South 6<sup>th</sup> Street, Milwaukee Wisconsin ("**Leased Space**") for the operation of its wireless communications system; and

**WHEREAS**, in accordance with Section 6 of the Lease Agreement, AT&T has notified Owner that AT&T is unable to use the Leased Space for its intended purpose, and has elected to exercise its right to terminate the Lease; and

**WHEREAS**, Owner & AT&T have agreed that Owner shall accept AT&T's termination of Lease effective October 31, 2016 ("**Termination Effective Date**") after which date the Lease shall become null and void and all parties shall have no further obligations, including the payment of money, to each other; and

Section 6 of the Lease provides that AT&T shall within a reasonable period following termination of the Lease, remove its personal property and fixtures and restore the Leased Space to its original condition, reasonable wear and tear and damage not caused by AT&T excepted; and

**WHEREAS**, as part of its removal and restoration obligations under the Lease, AT&T agrees to seal and firestop the building exterior penetrations wherever AT&T cabling enters/exists the building, which is located at 4001 S. 6<sup>th</sup> Street, Milwaukee, WI, 53221; and

**WHEREAS**, AT&T agrees to provide notice to Owner one (1) week prior to the removal and restoration of the Leased Space; and

**WHEREAS**, as consideration for Owner's agreement to the terms and conditions described herein, AT&T agrees to pay the amount of One Thousand Dollars (\$1,000.00) ("**Fee**"), payable within sixty (60) days of the execution of this Release, which amount is accepted by Owner and is agreed by both Owner and AT&T to be full consideration for the termination of the Lease; and

**WHEREAS**, as part of this Release, Owner agrees to execute the completion acknowledgment form as attached hereto and incorporated herein Exhibit B, provided that AT&T has met its obligations as set forth herein. Owner agrees that Owner's failure to sign the Exhibit B shall not permit it to contest the terms and conditions of this Release or add additional requirements, provided AT&T has met its obligations as set forth herein; and

**WHEREAS**, Owner and AT&T agree that AT&T or Owner may record the Termination of Memorandum of Lease (“**TMOL**”), as attached hereto and incorporated herein as Exhibit C; and

**NOW THEREFORE**, for the valuable consideration recited herein, the receipt and sufficiency of which is hereby acknowledged hereto by the undersigned, the parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as set forth in their entirety.
2. **Release.** Owner, in consideration of the terms specified in this Release and payment of the Fee, releases and forever discharges AT&T, their agents, administrators, assigns, contractors and subcontractors, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever in connection with or on account of any expected workmanship or durability of the restoration of improvements as outlined herein that it may have, individually or jointly with another party, including but not limited to claims for attorneys’ fees related to, or arising in any way from, any acts or omissions of AT&T in connection therewith (“**Claims**”). This release is intended to be general in nature. All obligations under the Lease will cease and neither party shall have any obligations to the other except for those terms related to the environmental condition of the property which by its express terms survive the termination or expiration of the Lease. Owner expressly waives any and all laws or statutes, of any jurisdiction whatsoever, which may provide that a general release does not extend to Claims not known or suspected to exist at the time of execution or the release, or those which if known would have materially affected the decision to give said release.
3. **Termination of Memorandum of Lease.** Each party agrees that the execution of this Release authorizes AT&T or Owner to file the **TMOL** within the applicable county in which the Leased Space is located. Each party agrees to reasonably assist the other party to execute and record the **TMOL**.
4. **Authority.** This Release constitutes a valid and legally binding obligation of each party executing this Release. The execution of this Release, and the transactions and performance contemplated hereby, has been duly authorized by the requisite action on the part of each party. Each person signing this Release represents and warrants that it has full authority to execute the Release on behalf of, and to bind to the Release, the party on whose behalf they are signing.
5. **Entire Agreement.** This Release constitutes the entire agreement among the parties hereto, and there are no agreements, understandings, warranties, or representations with respect to the matters set forth herein except as specifically delineated herein. This instrument is not intended to have any legal effect, or to be a legally binding agreement, or any evidence thereof, until it has been signed by each of the parties hereto and all conditions to effectiveness have been satisfied.
6. **Binding Effect.** This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. This Release is made for the benefit of AT&T and Owner and all who succeed to the rights and responsibilities of them, including without limitation, their successors and assigns.
7. **Authority of Law.** This Release shall be interpreted under the laws of the State where the Leased Space are located.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**"OWNER"**

CITY OF MILWAUKEE

By: \_\_\_\_\_  
Tom Barrett, Mayor

By: \_\_\_\_\_  
Jim Owczarski, City Clerk

**COUNTERSIGNED**

By: \_\_\_\_\_  
Martin Matson, Comptroller

Approved as to form and execution  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Assistant City Attorney

Signatures of Tom Barrett, Jim Owczarski and Martin Matson acknowledged and authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jeremy R. McKenzie  
Assistant City Attorney  
State Bar No. 1051310

**WITNESSES:**

**"AT&T"**

New Cingular Wireless PCS, LLC, a Delaware  
limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016

**[ACKNOWLEDGMENT APPEARS ON THE NEXT PAGE]**



**EXHIBIT B**

Cell Site Fixed Asset Number, Site Name, Site Number: 10080327, Howard Water Tower, WI1069

Site Address: 4001 S. 6<sup>th</sup> Street, Milwaukee, WI, 53221

Owner full legal entity name: City of Milwaukee, a Wisconsin municipal corporation

AT&T full legal entity name: New Cingular Wireless PCS, LLC, a Delaware limited liability company

By execution of this Exhibit B to the Release of which this is part, Owner acknowledges and agrees that AT&T has met its removal obligations under the Release and Owner accepts the Leased Space in their current condition. Owner acknowledges that AT&T's work at the Leased Space is complete and to its satisfaction and that AT&T has met the terms and conditions of the Release.

**OWNER:**

CITY OF MILWAUKEE

By: \_\_\_\_\_  
Tom Barrett, Mayor

By: \_\_\_\_\_  
Jim Owczarski, City Clerk

COUNTERSIGNED

By: \_\_\_\_\_  
Martin Matson, Comptroller

Approved as to form and execution  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Assistant City Attorney

Signatures of Tom Barrett, Jim Owczarski and Martin Matson acknowledged and authenticated this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jeremy R. McKenzie  
Assistant City Attorney  
State Bar No. 1051310

**EXHIBIT C**

**TERMINATION OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

Daniel Kalina  
SAC Wireless  
540 W. Madison, 16<sup>th</sup> Fl.  
Chicago, IL 60661

State: Wisconsin  
County: Milwaukee  
FA#: 10080327

**THIS TERMINATION OF MEMORANDUM OF LEASE (“TMOL”)** is made effective as of October 31, 2016 by and between City of Milwaukee, a Wisconsin municipal corporation, having a mailing address of 200 East Wells Street, Milwaukee, WI 53202 (“**Owner**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor-in-interest to Telecorp Realty, L.L.C., a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (“**AT&T**”).

**BACKGROUND**

Owner and AT&T’s predecessor in interest, Telecorp Realty, L.L.C., entered into a Lease Agreement dated on December 15, 2000, as further amended by that certain First Amendment to Lease Agreement dated July 29, 2003 and Second Amendment Lease Agreement dated December 15, 2005 (“**Lease**”) with respect to certain real property located at 4001 S. 6<sup>th</sup> Street, Milwaukee, WI, 53221 (“**Leased Space**”), as more particularly described in a Memorandum of Lease that was recorded in the Register’s

Office of Milwaukee County, on August 29, 2001 at Register of Deeds, Reel 5147, Image 1335 (“**Memorandum**”).

Owner and AT&T enter into this TMOL to evidence the termination, cancellation and discharge of the Lease and Memorandum.

**Effective October 31, 2016 AT&T does hereby REMISE and RELEASE unto Owner all the real estate described in the Memorandum.**

**TO HAVE AND TO HOLD the same, together with all rights and appurtenances thereto belonging free, clear and discharged from the encumbrance of said Memorandum.**

**NOW, THEREFORE**, intending to be legally bound, Owner and AT&T hereby declare, for themselves and all who succeed to their respective interests, that effective on October 31, 2016, the Memorandum is terminated, canceled and discharged and is of no further force or effect.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

*IN WITNESS WHEREOF, the parties have caused this TMOL to be effective as of October 31, 2016.*

**"OWNER"**

CITY OF MILWAUKEE

By: \_\_\_\_\_  
Tom Barrett, Mayor

By: \_\_\_\_\_  
Jim Owczarski, City Clerk

**COUNTERSIGNED**

By: \_\_\_\_\_  
Martin Matson, Comptroller

Approved as to form and execution  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Assistant City Attorney

Signatures of Tom Barrett, Jim Owczarski and Martin Matson authenticated and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jeremy R. McKenzie  
Assistant City Attorney  
State Bar No. 1051310

**WITNESSES:**

**"AT&T"**

New Cingular Wireless PCS, LLC,  
By: AT&T Mobility Corporation  
Its: Manager

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016

**[ACKNOWLEDGMENT APPEARS ON THE NEXT PAGE]**



