

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT ("Fifth Amendment") is made this ____ day of _____, 20____, by and between City of Milwaukee, a Wisconsin municipal corporation ("Lessor") and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

Whereas, Lessor and Lessee previously entered into that certain Lease Agreement on July 18, 2001, as amended by that certain First Amendment to Lease Agreement dated February 8, 2013, that certain Second Amendment to Lease Agreement dated August 13, 2018, that certain Third Amendment to Lease Agreement dated June 18, 2020 and as further amended by that certain Fourth Amendment to Lease Agreement dated May 28, 2021 (collectively, the "Lease") that provides for the operation of communications equipment on Lessor's tower and real property owned by Lessor that is located at 5600 W Oklahoma Avenue, in the City of Milwaukee, County of Milwaukee, State of Milwaukee and described in Exhibit A to the Lease ("Property"); and

Whereas, Lessee wishes to reconfigure its equipment installation on the Leased Premises, including placing two (2) freestanding antennas on the roof of its existing equipment shelter; and

Whereas, Lessor and Lessee wish to amend the Lease in order to address the above item and reach new agreements with respect to the same.

NOW THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Revised Equipment Installation and Addition of Exhibit C-5 to Lease. Lessee shall be allowed to make the equipment additions or removals necessary to configure Lessee's equipment as shown on Exhibit C-5, attached hereto. Exhibit C-2 of the Lease is hereby supplemented with the attached Exhibit C-5, which reflects the modified equipment that Lessee shall be permitted to install, operate, replace, and maintain on the Leased Premises. Pursuant to § 4(a) of the Lease and as part of the revised equipment installation, Lessor agrees that Lessee shall be able to install and use two (2) freestanding antennas on the roof of its existing equipment shelter, with the antennas plugging into CAT5 cables.
2. Other than as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. Where there is conflict between the terms of the Lease and this Fifth Amendment, the terms of this Fifth Amendment shall control. Unless otherwise indicated or introduced in this Fifth Amendment, all defined terms referenced in the Fifth Amendment shall have the same meaning as those found in the Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this Fifth Amendment on the day and year first written above.

LESSEE:

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

Name: _____

Jessica Dewalt, Senior Real Estate Manager - Network

Title: _____

Date: _____

LESSOR:

CITY OF MILWAUKEE

By: _____

Cavalier Johnson, Mayor

By: _____

James Owczarski, City Clerk

COUNTERSIGNED

By: _____

Aycha Sawa, City Comptroller

Date: _____

Signatures of Cavalier Johnson, James Owczarski, and Aycha Sawa, authenticated this ____ day of _____, 20__.

(name), (title)

Approved as to form and execution

This ____ day of _____, 20__.

Jordan M. Schettle
Assistant City Attorney
State Bar No. 1104571

EXHIBIT C-5

(Description of revised Lessee's Equipment)