

**THIRD AMENDMENT TO
LEASE AGREEMENT**

This Third Amendment to Lease Agreement (“Amendment”) is made as of the date of the last party to sign below, by and between the City of Milwaukee, a Wisconsin municipal corporation, with its principal mailing address 200 E. Wells Street, Milwaukee, Wisconsin 53202 (hereinafter referred to as “Landlord”), and New Cingular Wireless, PCS, LLC, a Delaware limited liability company (hereinafter referred to as “Tenant”). Landlord and Tenant are at times collectively referred to hereinafter as the “Parties”.

WHEREAS, the Parties (or their respective predecessors-in-interest) previously entered into that certain Lease Agreement dated October 19, 2000, as amended by that certain First Amendment To Lease Agreement dated July 23, 2007, as amended by that certain Second Amendment to Lease Agreement dated January 15th, 2013 (collectively, the “Lease”) that provides for the operation of communications equipment on Landlord’s tower (“Existing Tower”), and other equipment on portion of the real property owned by Landlord and occupied by the Milwaukee Fire Department (the “MFD”), located in the City of Milwaukee as described in Exhibit B-1 to the Lease (“Property”), together with certain non-exclusive easement rights of access for utility lines and cables and vehicular ingress and egress across and over the Property (collectively the “Leased Space”); and

WHEREAS, Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless (“VZW”) has agreed to remove the Existing Tower and install a new two hundred foot (200’) self-support monopole tower (“New Tower”) in an alternate location on the Property for the benefit of Landlord, Tenant, VZW and the other tenants located on the Existing Tower; and

WHEREAS, the Parties wish to amend the Lease in order to address the above item and to reach new agreements with respect to the same; and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify the notice section thereof.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following:

1. Construction of New Tower. VZW shall install the New Tower described on Sheets A-1 through A-3, G-1 and G-2 of the new construction drawings prepared by Edge Consulting Engineers, Inc., dated February 17, 2017, attached hereto and made a part hereof as Exhibit C-2 (the “New Construction Drawings”), in the location as shown on Sheet C-4 of the New Construction Drawings and the survey prepared by Meridian Surveying, LLC, dated February 10, 2017, attached hereto and made a part hereof as Exhibit B-2 (the “New Survey”). Upon VZW’s transfer of ownership of the New Tower to Landlord, Landlord shall assume full responsibility for and all liabilities associated with the New Tower, including, without limitation, the cost of maintenance and repairs and the cost of insuring the New Tower.

Upon the completion of the New Tower, Tenant, at its sole cost and expense, shall promptly remove all of Tenant’s existing equipment from the Existing Tower. Tenant shall coordinate all

removal work performed by Lessee in advance with VZW and the MFD, so as not to materially and adversely interfere with the MFD's operations on the Property.

2. Leased Premises. Upon transfer of ownership of the New Tower to Landlord, hereby leases to the Tenant a portion of that certain space on the New Tower in the location depicted on Sheets A-9 and A-10 of the New Construction Drawings ("New Tower Space"); together with the existing three hundred ninety eight (398) square foot parcel of land currently occupied by Tenant's equipment building ("AT&T Equipment Lease Parcel") in the location depicted on Sheets 2 and 3 of the New Survey; together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right of way extending from the nearest public right of way, to the New Tower Space and the AT&T Equipment Lease Parcel in the location depicted on Sheets 2-3 of the New Survey as the "Ingress/Egress Easement"; together with the non-exclusive easement for fiber utility service lines under and across the Property in the location depicted on Sheets 2 and 3 of the New Survey as "Utility Easement A"; together with the non-exclusive eight (8) foot wide easement in the location depicted on Sheets 2 and 3 of the New Survey as "Utility Easement B"; together with an non-exclusive two (2) foot wide cable easement in the location depicted on Sheets 2 and 3 of the New Survey as the "2' Wide Cable Easement (AT&T)". The AT&T Equipment Lease Parcel, Ingress/Egress Easement, Utility Easement A, Utility Easement B, the 2' Wide Cable Easement (AT&T), and the Landlord's Communication Compound are legally described in Exhibit B-1, attached hereto and made a part hereof. The AT&T Equipment Lease Parcel, Ingress/Egress Easement, Utility Easement A, Utility Easement B, and the 2' Wide Cable Easement (AT&T) are collectively referred to with the New Tower Space hereinafter as the "AT&T Lease Parcel". All references to Exhibit B in the Lease are hereby deleted and replaced with the attached Exhibit B-1, and all references in the Lease to the "Leased Space" are hereby deleted and replaced with references to the "AT&T Lease Parcel". Tenant's interest in any portion of the Property not included in the AT&T Lease Parcel shall terminate upon commencement of the operation of the New Tower.

3. Equipment Installation. Upon completion of the New Tower, Landlord hereby grants permission to Tenant to install, maintain and operate on the AT&T Lease Parcel the radio communications equipment, antennas and appurtenances described on Sheets A-4, A-5 and A-6 of the New Construction Drawings (the "New Equipment"). All references to Exhibit C-1 in the Lease are hereby deleted and replaced with references to the New Equipment. It is understood that VZW, with Tenant's consent and approval, has submitted the proposal for the New Equipment and the New Construction Drawings to Landlord, and Landlord has approved said items. Tenant may commence the installation of Tenant's New Equipment upon receipt of notice from VZW regarding the completion of the New Tower, provided that Tenant has received all necessary permits and approvals from appropriate governing bodies, and further provided Tenant shall coordinate all installation work performed by Tenant in advance with MFD, so as not to materially and adversely interfere with the MFD's operations on the Property.

4. Memorandum of Lease. Either Party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Exhibit D. Either Party may record this memorandum at any time, in its absolute discretion.

5. Notices. Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: WI0161, Cell Site Name: Fire Station (WI),
 FA No: 10012369
 575 Morosgo Dr.
 Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department: New Cingular Wireless PCS, LLC
 Attn: Legal Department,
 Re: Cell Site #: WI0161, Cell Site Name: Fire Station (WI),
 FA No: 10012369
 208 S. Akard Street
 Dallas, Texas 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Milwaukee Director of Administration,
 Room 606
 City Hall, 200 East Wells Street
 Milwaukee, WI 53202

With a copy to: Office of the City Attorney,
 Room 800
 City Hall, 200 East Wells Street
 Milwaukee, WI 53202

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. Except as amended herein, all terms, conditions, provisions, covenants, and agreements contained in the Lease are hereby ratified and confirmed in their entirety. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall take precedence. The terms used herein and not otherwise defined shall have the same meaning as set forth in the Lease.

7. All capitalized terms used but not defined in this Amendment shall have the meaning, if any, set forth elsewhere in the Lease.

8. The Lease may be further amended or modified only by a written agreement signed by both Parties.

9. This Amendment shall bind and inure to the benefit of the successors and assigns of the Parties hereto, except to the extent any assignment or other transfer may be prohibited, limited or conditioned pursuant to any other term or condition contained in the Lease.

10. This Amendment may be executed in one or more counterparts, all of which counterparts taken together shall constitute one and the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be effective as of the last date written below.

TENANT:

NEW CINGULAR WIRELESS, PCS
A DELAWARE LIMITED LIABILITY COMPANY
By: AT&T Mobility Corporation
Its: Manager

By: _____
Title: _____

LANDLORD:

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
James Owczarski, City Clerk

COUNTERSIGNED

By: _____
Martin Matson, City Comptroller

Signatures of Tom Barrett, James Owczarski and Marton Matson, authenticated this ____ day of _____, 2017.

Jeremy R. McKenzie, Assistant City Attorney
State Bar No. 1051310

Approved as to form and execution
This ____ day of _____ 2017

Assistant City Attorney

[Exhibits Follow]

EXHIBIT B-1

LEGAL DESCRIPTION OF AT&T LEASE PARCEL

LANDLORDS COMMUNICATION COMPOUND

A part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) East, City of Milwaukee, Milwaukee County, Wisconsin containing 3,382 square feet (0.078 acres) of land and being described by:

Commencing at the Southwest Corner of said Section 11; thence N88°-33'-45"E 968.46 feet along the south line of the SW1/4 of said Section 11; thence N01°-26'-15"W 60.00 feet to a point at the intersection of the north line of W. Oklahoma Avenue and the west line of S. 56th Street; thence N00°-27'-13"W 156.17 feet along said west line of S. 56th St., thence S89°-32'-47"W 50.05 feet to the point of beginning; thence S01°-16'-29"E 38.00 feet; thence S88°-43'-31"W 89.00 feet; thence N01°-16'-29"W 38.00 feet; thence N88°-43'-31"E 89.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

AT&T EQUIPMENT LEASE PARCEL

A part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) East, City of Milwaukee, Milwaukee County, Wisconsin containing 398 square feet (0.009 acres) of land and being described by:

Commencing at the Southwest Corner of said Section 11; thence N88°-33'-45"E 968.46 feet along the south line of the SW1/4 of said Section 11; thence N01°-26'-15"W 60.00 feet to a point at the intersection of the north line of W. Oklahoma Avenue and the west line of S. 56th Street; thence N00°-27'-13"W 171.51 feet along said west line of S. 56th St., thence S88°-31'-18"W 82.91 feet; thence S01°-28'-42"E 34.27 feet to the point of beginning; thence S01°-19'-23"E 12.00 feet; thence S88°-40'-37"W 34.00 feet; thence N01°-19'-23"W 8.61 feet; thence N59°-14'-11"E 6.89 feet; thence N88°-40'-37"E 28.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

20' WIDE INGRESS/EGRESS EASEMENT

A part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) East, City of Milwaukee, Milwaukee County, Wisconsin containing 2,843 square feet (0.065 acres) of land and being Ten (10) feet each side of and parallel to the following described line:

Commencing at the Southwest Corner of said Section 11; thence N88°-33'-45"E 968.46 feet along the south line of the SW1/4 of said Section 11; thence N01°-26'-15"W 60.00 feet to a point at the intersection of the north line of W. Oklahoma Avenue and the west line of S. 56th Street; thence S88°-33'-45"W 115.50 feet along the north line of said W. Oklahoma Avenue to the point of beginning; thence N01°-26'-15"W 109.20 feet to a point herein after referred to as Point "A"; thence S88°-43'-31"W 21.00 feet to the point of termination. Also beginning at said

Point "A"; thence N88°-43'-31"E 11.97 feet to the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on said north line of W. Oklahoma Avenue.

UTILITY EASEMENT "A"

A part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) East, City of Milwaukee, Milwaukee County, Wisconsin containing 2,551 square feet (0.058 acres) of land and being described by:

Commencing at the Southwest Corner of said Section 11; thence N88°-33'-45"E 968.46 feet along the south line of the SW1/4 of said Section 11; thence N01°-26'-15"W 60.00 feet to a point at the intersection of the north line of W. Oklahoma Avenue and the west line of S. 56th Street; thence N00°-27'-13"W 156.17 feet along said west line of S. 56th St., thence S89°-32'-47"W 50.05 feet; thence S88°-43'-31"W 26.48 feet to the point of beginning; thence continue S88°-43'-31"W 62.52 feet; thence S01°-16'-29"E 157.26 feet to a point on the North line of W. Oklahoma Avenue; thence S88°-33'-45"W 13.59 feet along said North line; thence N00°-27'-13"W 165.32 feet; thence N88°-43'-31"E 73.74 feet; thence S01°-16'-29"E 8.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

8 FOOT WIDE UTILITY EASEMENT "B"

A part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) East, City of Milwaukee, Milwaukee County, Wisconsin containing 468 square feet of land and being Four (4) feet each side of and parallel to the following described line:

Commencing at the Southwest Corner of said Section 11; thence N88°-33'-45"E 968.46 feet along the south line of the SW1/4 of said Section 11; thence N01°-26'-15"W 60.00 feet to a point at the intersection of the north line of W. Oklahoma Avenue and the west line of S. 56th Street; thence N00°-27'-13"W 156.17 feet along said west line of S. 56th St., thence S89°-32'-47"W 50.05 feet; thence S01°-16'-29"E 3.90 feet to the point of beginning; thence S88°-42'-56"E 33.13 feet; thence S42°-12'-55"E 25.35 feet to a point on the West line of S. 56th Street and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the West line of S. 56th Street and the East line of the afore described Landlords Communication Compound.

AT&T 2' WIDE CABLE EASEMENT

A part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) East, City of Milwaukee, Milwaukee County, Wisconsin containing 90 square feet (0.002 acres) of land and being One (1) foot each side of and parallel to the following described line:

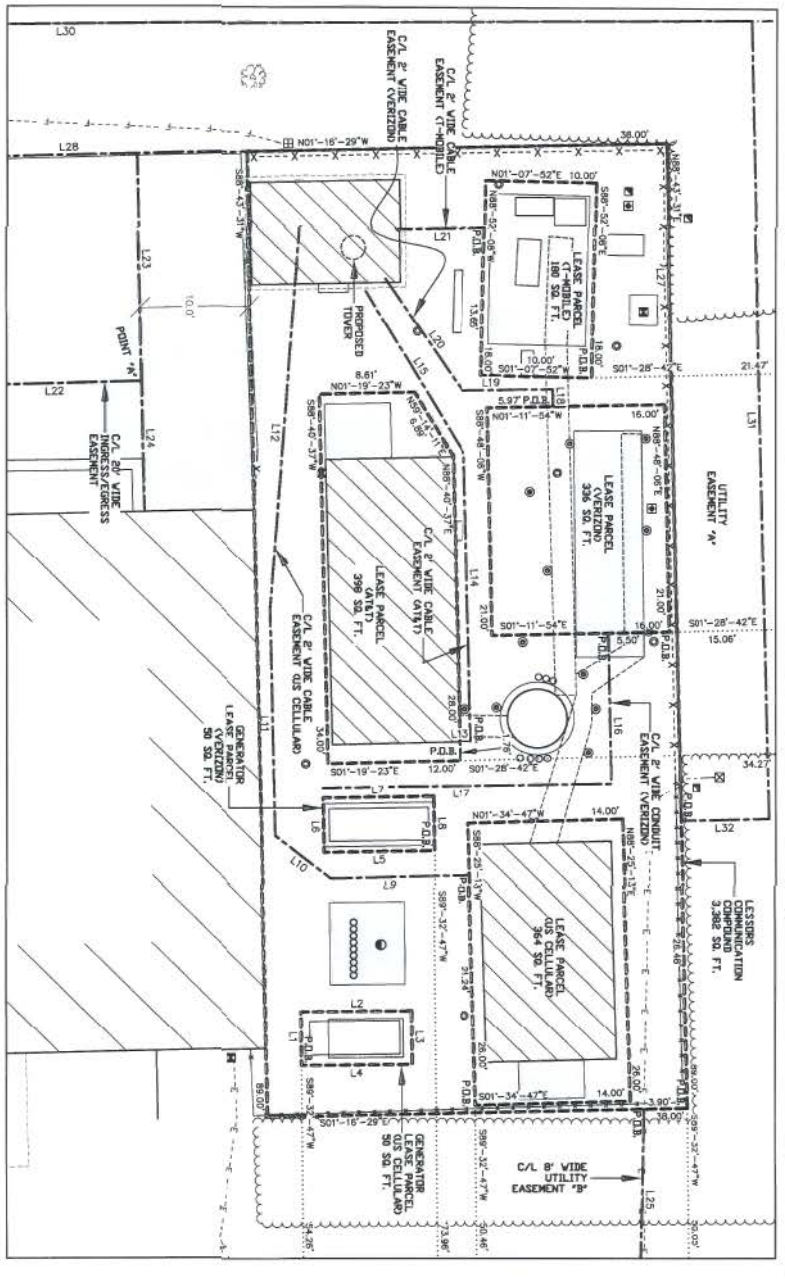
Commencing at the Southwest Corner of said Section 11; thence N88°-33'-45"E 968.46 feet along the south line of the SW1/4 of said Section 11; thence N01°-26'-15"W 60.00 feet to a

point at the intersection of the north line of W. Oklahoma Avenue and the west line of S. 56th Street; thence N00°-27'-13"W 171.51 feet along said west line of S. 56th St., thence S88°-31'-18"W 82.91 feet; thence S01°-28'-42"E 34.27 feet; thence S88°-40'-37"W 1.76 feet to the point of beginning; thence N01°-19'-23"W 1.00 feet; thence S88°-40'-30"W 26.50 feet; thence S59°-14'-11"W 17.43 feet to the point of termination.

Steven C. DeLong, Licensed Land Surveyor
 of Wisconsin, hereby certifies that the plat of the property described herein is a true and correct representation of the same as shown to him in a true and correct representation based to the best of my knowledge and belief.

Dated this 10TH day of FEBRUARY, 2017.

STEVEN C. DELONG
 5-2791
 LAND SURVEYOR
 WISCONSIN PROFESSIONAL LAND SURVEYOR
 Steven C. DeLong 5-2791



Line #	Direction	Length	L14	NBR40'0\"/>	
L1	S89°28'10\"/>	5.00'	L17	S00°31'11\"/>	26.17'
L2	N00°31'30\"/>	10.00'	L18	S88°46'04\"/>	1.60'
L3	N89°28'10\"/>	5.00'	L19	S01°01'56\"/>	8.22'
L4	S70°31'30\"/>	10.00'	L20	S52°59'30\"/>	12.47'
L5	S00°31'11\"/>	10.00'	L21	S01°00'4\"/>	7.95'
L6	S89°28'10\"/>	5.00'	L22	N01°29'15\"/>	106.20'
L7	N00°31'11\"/>	10.00'	L23	S88°43'31\"/>	21.00'
L8	N89°28'10\"/>	5.00'	L24	N88°43'31\"/>	11.97'
L9	S01°24'10\"/>	12.83'	L25	S42°12'55\"/>	20.33'
L10	S71°06'43\"/>	6.33'	L26	S88°43'31\"/>	62.52'
L11	S88°46'04\"/>	20.88'	L27	S01°01'23\"/>	157.25'
L12	N88°42'31\"/>	35.41'	L28	S88°33'45\"/>	13.59'
L13	N01°23'21\"/>	1.00'	L29	N02°07'13\"/>	184.32'
L14	S88°46'30\"/>	26.50'	L30	N88°43'31\"/>	73.74'
L15	S90°14'11\"/>	17.43'	L31	S01°02'29\"/>	8.00'

- LEGEND-**
- = 1" X 18" IRON PIPE SET
 - ⊕ = COUNTY MONUMENT FOUND
 - ⊙ = ELECTRIC TRANSFORMER
 - ⊚ = TELEPHONE PEDISTAL
 - ⊛ = TELEPHONE METER
 - ⊜ = FIBER OPTIC PEDESTAL
 - ⊝ = METAL POST
 - ⊞ = CONCRETE WELL
 - ⊟ = GAS VALVE
 - ⊠ = WATER VALVE
 - ⊡ = FIRE HYDRANT
 - ⊢ = STORM INLET (ROUND)
 - ⊣ = MANHOLE
 - ⊤ = FLAG POLE
 - ⊥ = OVERHEAD ELECTRIC
 - ⊦ = BURIED ELECTRIC
 - ⊧ = BURIED FIBER OPTIC
 - ⊨ = BURIED GAS
 - ⊩ = BURIED TELEPHONE
 - ⊪ = BURIED COAX
 - ⊫ = PROPERTY LINE
 - ⊬ = EXISTING TREE

BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD27) - SOUTH ZONE AND THE SOUTH LINE OF THE SW 1/4 OF SECTION 11, T.5N., R.21E., WHICH BEARS N88°-33'-45"E

LEASE EXHIBIT

BEING A PART OF THE W 1/2 OF THE SW 1/4, SECTION 11, T.5N., R.21E., CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

6 1/10/17 Added Lease & Easement J/B

5 1/6/17 Added Title Report J/B

4 1/5/17 Added Easement J/B

3 1/2/20/16 Added Lease & Easements J/B

2 1/10/16/16 Added Program Tower J/B

1 8/2/16 Preliminary Survey J/B

NOI DATE DESCRIPTION BY

DRAWN BY: J.B. DATE: 8-1-16

CHECKED BY: S.C.D. DATE: 8/20/2016

JOB NO.: 8906 SHEET 3 OF 5

PROPERTY/TOWER OWNER:
 CITY OF MILWAUKEE
 FIRE HOUSE
 500 W. WISCONSIN AVENUE
 MILWAUKEE, WI 53202

PARCEL NO.: 5138951200

ZONED: RD 40

SURVEYED FOR:
Edge
 Consulting Engineers, Inc.
 624 West Street
 P.O. Box 100
 Oshkosh, WI 54901
 www.edgeconsulting.com

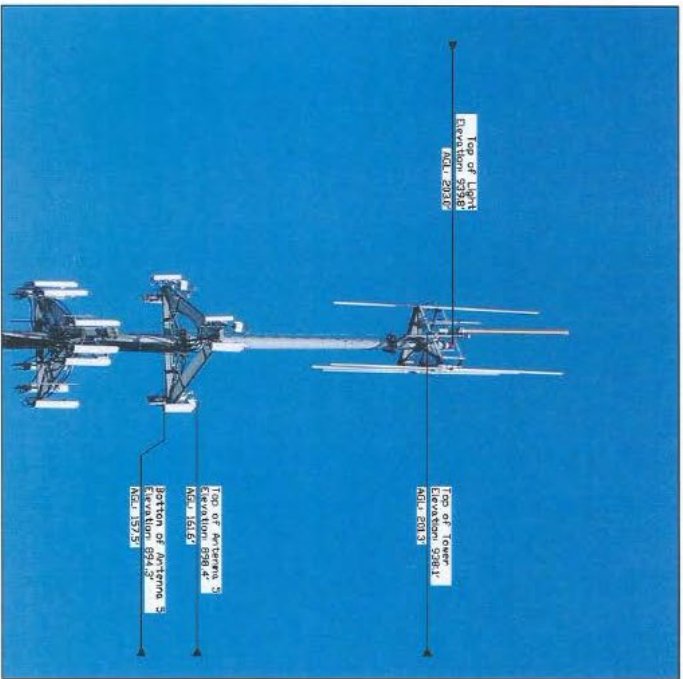
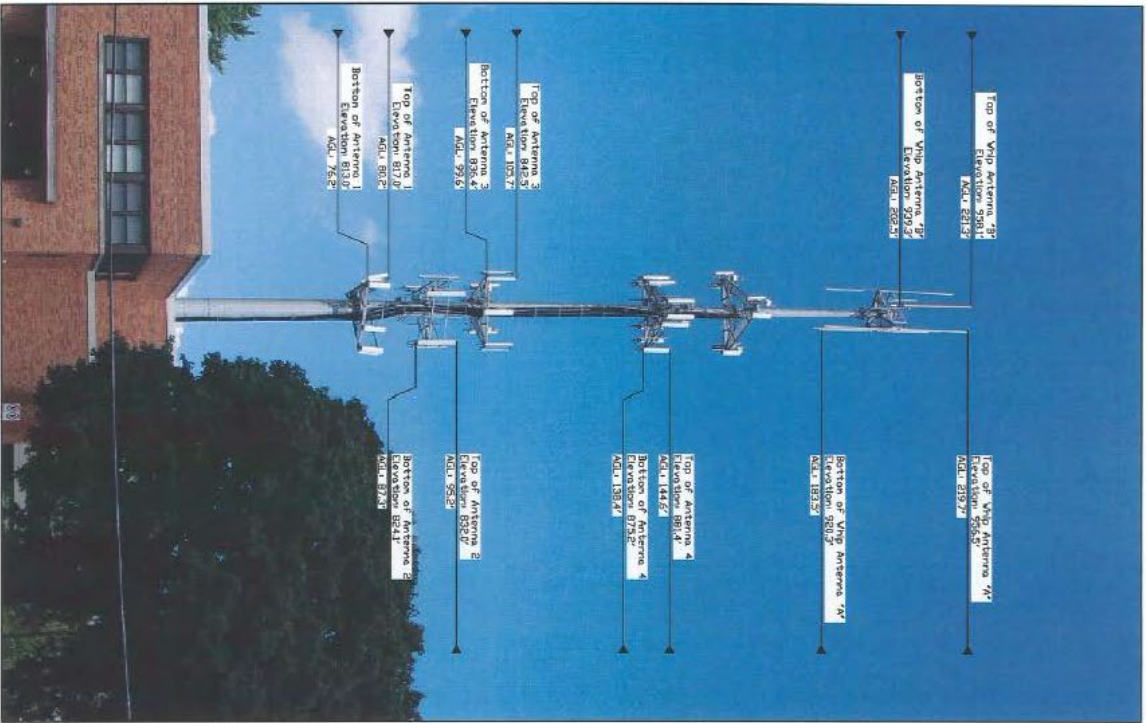
SURVEYED FOR:
 verizon
 at&t
 Mobile
 US Cellular

MERIDIAN SURVEYING, LLC
 18774 Fenwick 1
 Menasha, WI 54952
 Office: 920-833-0851
 Fax: 920-273-8337

SITE NAME: 56TH & OKLAHOMA

SITE NUMBER: 113511

SITE ADDRESS: 5600 W. OKLAHOMA AVE. MILWAUKEE, WI 53219



SURVEYED FOR:
Edge
 Consulting Engineers, Inc.
 601 New Street
 P.O. Box 1100
 60504-1100
 608-441-1500 fax
 www.edgeconsult.com

SURVEYED FOR:
verizon
at&t
Mobile • **US Cellular**

MERIDIAN
SURVEYING, LLC
 18774 Priebe 1 Office 920-983-0861
 Menasha, WI 54952 Fax: 920-273-6037

SITE NAME: 56TH & OKLAHOMA
 SITE NUMBER: 113511
 SITE ADDRESS: 5600 W. OKLAHOMA AVE.
 MILWAUKEE, WI 53219

PROPERTY/TOWER OWNER:
 CRYSTAL FIRE HOUSE
 809 N. BROADWAY
 MILWAUKEE, WI 53202
 PARCEL NO.: S1399S1200
 ZONED: RD 40

LEASE EXHIBIT
 BEING A PART OF THE W/2 OF
 THE SW/4, SECTION 11, T.6N.,
 R.21E., CITY OF MILWAUKEE,
 MILWAUKEE COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
6	1/10/17	Added Lease & Easement	JLB
5	1/6/17	Added Title Report	JLB
4	1/5/17	Added Easement	JLB
3	12/29/16	Added Lease & Easement's	JLB
2	10/19/16	Added Proposed Tower	JLB
1	8/27/16	Preliminary Survey	JLB

DRAWN BY: JLB FIELD NO: 8-1-16
 CHECKED BY: S.C.L.D. FIELD BOOK: 21, PG. 74-75
 JOB NO.: 8966 SHEET 4 OF 5

EXHIBIT C-2

NEW CONSTRUCTION DRAWINGS

Exhibit D

Memorandum of Lease

[Form to be inserted by AT&T]

Sample Not For Execution