

## **First Amendment To Lease Agreement**

This First Amendment to Lease Agreement ("First Amendment") is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless f/k/a PrimeCo Personal Communications, Limited Partnership ("Lessee"), and the City of Milwaukee, a Wisconsin municipal corporation ("Lessor"), collectively referred to as the "Parties."

### **Recitals**

WHEREAS, Lessee and Lessor entered into that certain Lease Agreement dated January 23, 2001 ("Lease") a copy of which is attached hereto and incorporated herein; and

WHEREAS, Lessee and Lessor agree that the Initial Term of the Lease commenced on February 1, 2001; and

WHEREAS, Lessee and Lessor have negotiated the annual rental amount in accordance with section 1(b) of the Lease; and

WHEREAS, the agreed upon rental amount in this First Amendment shall govern years 6-10 of the Lease; and

WHEREAS, Lessee and Lessor desire to allow for Lessee's potential future installation of additional equipment; and

WHEREAS, Lessee and Lessor desire to amend the Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Agreement**

1. The Recitals to this First Amendment are expressly made a part of the Lease and are incorporated herein by this reference.
2. Annual rent, in accordance with Section 1(b) of the Lease, has been negotiated and is agreed as follows:

<b><u>LEASE YEAR</u></b>	<b><u>ANNUAL RENT</u></b>
YEAR 6	\$21,697
YEAR 7	\$22,782
YEAR 8	\$23,921
YEAR 9	\$25,117
YEAR 10	\$26,373

3. The term of the Lease is extended for years 6 through 10, with this Option Term as defined in this lease to expire on January 31, 2011, at the annual rent set forth above, payable in accordance with the terms of the Lease.
4. Notwithstanding anything to the contrary contained in the Lease, within Lessee's Leased Space, Lessee shall be permitted to install additional antennas, coaxial cable, equipment cabinets, related hardware and utility lines (collectively, the "Installation"), without any increase to annual rent; provided, said Installation shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, Lessee agrees that any Installation shall be in accordance with all applicable laws, ordinances, governmental regulations and permitting requirements. Further, Lessee agrees to perform all necessary structural analyses for said Installation and provide evidence to Lessor upon Lessor's request.
5. Exhibit D: "Security Policy for Wireless Tenants of Milwaukee Water Works" ("Policy") is attached to this First Amendment and incorporated herein by this reference. The "Policy" shall govern Lessee's access to and the security of, and safety around the Property, and in the event of any inconsistencies between the Lease and Exhibit D, the Exhibit will control. Upon providing Lessee with 30 days' written notice, Lessor may revise the Policy, which revised policy shall thereafter govern Lessee's access to and the Security of the Property.
6. All capitalized terms shall have the same meaning as in the Lease.
7. Except as modified by this First Amendment, the Lease shall remain in full force and effect and is ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date and year written above.

**Signature Page Immediately Follows  
Remainder of Page Intentionally Left Blank**

Lessee:

Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless f/k/a PrimeCo Personal Communications, Limited Partnership

By: 

Name: Howard H. Bower

Title: Midwest Area Vice President - Network

Date: 7/3/10

Lessor:

City of Milwaukee

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

Name: Ronald D. Leonhardt

Title: Clerk

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

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

Name: W. Martin Morics

Title: City Comptroller

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

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

Name: Tom Barrett

Title: Mayor

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

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## EXHIBIT D

# Milwaukee **Water Works**

## Security Policy for Wireless Tenants of Milwaukee Water Works

### Purpose

The Milwaukee Water Works has instituted standard protocols for visitors and contractors to access to Milwaukee Water Works facilities. This policy outlines the requirements for wireless Tenants to be granted and maintain physical access privileges.

### Scope

This policy covers all employees and contractors of any wireless provider who has equipment located at any Milwaukee Water Works facility. Access is limited to the specific areas necessary for the employee or contractor to perform their scope of work. In the event of a conflict between the language in this Exhibit D and the Lease, the Exhibit shall control.

### Policy

#### Administrative

Tenant is required to provide a single point of contact for security matters. Any change to this contact needs to be reported promptly to the Milwaukee Water Works.

Tenant is required to provide the Milwaukee Water Works with a list of employees and contractors authorized for access to the Tenant's equipment. Any change to the employee or contractor listing must be communicated promptly to the Milwaukee Water Works; only individuals on the list will be granted site access.

Tenant is required to provide a valid sample of their corporate identification card format. This will be used to verify the identity of all employees and contractors of the Tenant who wish to gain site access. If the identification provided by the individual requesting access does not match what the Tenant has provided, the employee or contractor may be denied access.

All required information and access list updates must be submitted to the Milwaukee Water Works Security Manager before access will be granted. Updating and disseminating this information will require a minimum of two (2) business days. All changes must be in writing; no verbal changes will be processed.

Tenant's ground equipment and locks must be identified and clearly labeled with the Tenant's name and a 24/7 emergency contact number for police personnel or emergency first responders.

### Maintenance

If requested, Tenant is required to power down for a Milwaukee Water Works or City of Milwaukee inspection. Said request shall be on no less than twenty four (24) hours advance notice to Tenant, except in the event of an emergency, in which case, notice shall be as much as is reasonably possible under the circumstances. In addition, Milwaukee Water Works shall use all reasonable efforts to accommodate a "power down" during off-hours.

If necessary for site improvements or maintenance, Tenant is required to relocate from the Milwaukee Water Works site at Tenant's expense and on Milwaukee Water Works' schedule, subject to terms and conditions of the Lease.

### Access

Tenants who require Milwaukee Water Works authorization or assistance to gain access to their equipment must provide a minimum of 24 hours advance notice for routine repairs or maintenance. The preferred schedule for these jobs is Monday – Friday during the hours of 6:00 a.m. to 2:00 p.m. Routine access will not be provided on holidays.

Tenants who do not require Milwaukee Water Works assistance to gain access to their equipment should contact Milwaukee Water Works to advise us of your presence onsite. Our neighborhood partners may report suspicious activity and if we do not have notice of your presence the police will be called to respond.

Milwaukee Water Works personnel must be present during any equipment deployments, antennae installation or work that may affect the operations of our facility.

If access is required with less than 24 hours notice or outside the preferred schedule, the Tenant will pay for the reasonable cost of labor borne by the Milwaukee Water Works to accommodate the site access and supervision of Tenant's personnel while on site. Tenant will be invoiced by the Milwaukee Water Works for these costs according to Milwaukee Water Works then current labor agreements.

### Safety

The Milwaukee Water Works will perform a base RF assessment of the site before the Tenant's equipment is initially installed. After every equipment change we require the Tenant to perform, at their cost, another RF assessment. The test results are to be sent to the Milwaukee Water Works who will then verify that site conditions have not degraded. The Tenant must remedy any change that negatively impacts employee safety and health within two weeks of the test.

Milwaukee Water Works reserves the right to restrict or deny all site access in the event of an increase in the Homeland Security Threat Level to "Red." During such event Tenant may gain access to the site provided Tenant is escorted by Milwaukee Water Work's personnel or other representative designated by the Milwaukee Water Works, if available. Tenant shall be responsible for all reasonable cost associated with access. Tenant will be invoiced by the Milwaukee Water Works for these reasonable costs at Milwaukee Water Works' then current labor agreements. Milwaukee Water Works recognizes that the wireless services provided by tenant are important for communications during such event and will take reasonable steps to allow Tenant access needed to restore service during an emergency. Tenant's access may be limited in the event of an increase in the Homeland Security Threat Level to "Orange."

## Contact List

### Hawley Tank

Employee and contractor lists, personnel changes, and ID card sample as outlined in the Administration section of this contract should be submitted to:

Amy Purvis  
Security Manager  
Milwaukee Water Works  
841 N. Broadway, 4<sup>th</sup> Floor  
Milwaukee, WI 53202  
Ph: 414-286-2934 Fax: 414-286-0322

Requests for access to install antennae or new equipment, or for any work that may affect the operations of our facility should be sent in writing to:

John Gavre  
Plant Manager  
Howard Avenue Purification Plant  
3929 South 6<sup>th</sup> Street  
Milwaukee, WI 53221  
414-286-2890

Notification of work being done onsite and requests for site access should be given to:

(414) 286-2890  
Howard Control Center

## Contact List

### Linnwood Water Purification Plant and Northpoint Pumping Station

Employee and contractor lists, personnel changes, and ID card sample as outlined in the Administration section of this contract should be submitted to:

Amy Purvis  
Security Manager  
Milwaukee Water Works  
841 N. Broadway, 4<sup>th</sup> Floor  
Milwaukee, WI 53202  
Ph: 414-286-2934 Fax: 414-286-0322

Requests for access to install antennae or new equipment, or for any work that may affect the operations of our facility should be sent in writing to:

Dan Welk  
Plant Manager  
Linnwood Water Purification Plant  
3000 N. Lincoln Memorial Drive  
Milwaukee, WI 53211  
414-286-2880

Notification of work being done onsite and requests for site access should be given to:

(414) 286-2880  
Linnwood Plant Control Center



14-0109

**LEASE AGREEMENT**

This Agreement ("Lease" or "Agreement"), made this 23 day of JANUARY 2001, 2000, between the CITY OF MILWAUKEE, a Wisconsin municipal corporation, hereinafter referred to as "Lessor", and PrimoCo Personal Communications, Limited Partnership, d/b/a Verizon Wireless, hereinafter referred to as "Lessee"

**RECITALS**

A. Lessor is the owner of a building located on the Property at 3000 N. Lincoln Memorial Drive, City of Milwaukee, County of Milwaukee, State of Wisconsin, as legally described on Exhibit "A" attached hereto and incorporated herein ("Property").

B. Lessee desires to lease certain space on the Property, hereinafter referred to as "the Leased Space" and as described on Exhibit "B" and attached hereto and incorporated herein, and requires certain non-exclusive easement rights of access for the term of this Lease, for: (1) utility lines and cables; and (2) vehicular ingress and egress across and over Lessor's Property for access to the Leased Space and Lessee's equipment, including shelter, antennas and appurtenances as described on Exhibit "C" attached hereto and incorporated herein ("Equipment") and certain temporary construction rights of entry to the Property.

C. Lessor is willing to rent to Lessee the Lessee the Leased Space and certain non-exclusive easement rights of access for the term of this Lease, for (1) utility lines and cables; and (2) vehicular ingress and egress across and over Lessor's Property for access to the Leased Space and Lessee's Equipment under the following terms and conditions.

**AGREEMENT**1. Term.

a. Initial Term. This Agreement shall be for an initial term of five(5) Years ("Initial Term"), commencing upon Lessee's commencement of construction ("Commencement Date"). Lessee shall advise Lessor in writing of the date it commences construction of its Equipment on the leased space no later than five business days after the commencement of construction.

b. Option to Extend. Lessee shall have the option to extend the term of this Lease for four (4) additional periods of five (5) years (each additional five year period being an "Option Term"), upon the same terms and conditions of this Agreement, except for the payment of rent as set forth below, upon written notice to

Lessor of Lessee's intention to exercise its option, at least one hundred and twenty (120) days before the expiration of the Initial Term, or each succeeding Option Term.

At least ninety (90) days before the expiration of the Initial Term and each Option Term thereafter, Lessor and Lessee shall in good faith commence negotiations toward extending the term of the Lease for an additional Option Term of five (5) years, including renegotiations of the rental amount. If, at the end of the Initial Term and each Option Term thereafter, Lessor and Lessee have not executed an amendment to this Lease modifying the Term herein described, this Lease shall be deemed to have been extended by the parties for an additional Option Term at current rental amounts increased by five percent (5%) annually, unless either Lessee or Lessor notifies the other in writing at least sixty (60) days before the expiration of such Option Term, that it chooses to terminate this Lease rather than have it extended.

2. Termination by Lessor for Special Purpose. If, during the final year of the Initial Term or during any year of an Option Term of this Lease, the Common Council of the City of Milwaukee determines that the Leased Space is needed for a special purpose by Lessor or any of its bureaus or departments, this Lease, and any extension thereof, shall be subject to cancellation by Lessor upon one (1) years' prior written notice to Lessee. In the event of such termination, Lessee shall pay a prorated rent amount hereunder during the period between the date of Lessor's notice of termination and Lessee's vacation of the Leased Space. During such period, Lessee shall be entitled to remove from the Lease Space all of Lessee's Equipment and Improvements, including all supporting apparatus. This Termination by Lessor for Special Purpose may not be exercised in the first nine years of this Lease (years 1-9 of the Initial Term).

3. Rent. Annual rent shall be Seventeen Thousand and No/100 Dollars (17,000.00) the first year of the Initial Term, increased every year of the Initial Term by five percent (5%). Rent shall be paid in advance and delivered on the commencement date and every year thereafter to the address set forth in this Lease for giving notices.

The annual rent for each year for the Initial Term shall be as follows:

INITIAL TERM

YEAR 1	\$17,000.00
YEAR 2	\$17,850.00
YEAR 3	\$18,743.00
YEAR 4	\$19,680.00
YEAR 5	\$20,661.00

Rental amount shall be renegotiated before the end of the Initial Term, and before the end of each succeeding Option Term.

4. Use. Lessee shall use the Leased Space for the purpose of installing, maintaining, and operating a nine-antenna array plus related cabling for wireless communications and uses incidental thereto. Copies of Lessee's FCC filing papers and any issued licenses must be provided to Lessor. Lessee shall not use the Leased Space for the provision of "cable services" or as a "cable television system" as those terms are defined in state and federal law nor shall Lessee use the Leased Space as a

"cable communications system" as defined in sec. 99-3-5, Milwaukee Code of Ordinances.

a. The Equipment shall be specified and provided by Lessee along with plans and specifications for their installation. Said plans and specifications are subject to Lessor's approval not to be unreasonable withheld, delayed or conditioned. These items shall be installed by Lessee at Lessee's cost. Subsequent maintenance and replacement of the Equipment shall be responsibility and at the discretion of Lessee. All improvements shall be installed according to the plans approved by Lessor. Lessee shall follow EIA and NEC guidelines in regards to antenna system grounding.

b. This Agreement shall not be construed so as to preclude additions, deletions, or modifications by Lessor to Lessor's own facilities at this location. Lessor agrees, however, not to make or allow to be made, during the term of this Agreement or any Option Term, any such additions, deletions, or modifications to its own facilities at this location which would interfere with Lessee's intended use. Likewise, no such additions, deletions, or modifications to Lessee's facilities at this location shall be made which, within Lessor's reasonable discretion, would interfere with Lessor's use of its facilities.

c. Lessee shall bear all responsibility and expense of obtaining all necessary permits and licenses from the Federal Communications Commission ("FCC") and shall be fully responsible for installing and operating its antenna and equipment in compliance with Federal Communications Commission rules and regulations. Any radio interference to other radio systems using Lessor's Property, within 30 days of commencement of Lessee's operations, caused by Equipment of Lessee shall be corrected immediately by Lessee, at Lessee's expense. Lessor shall notify Lessee if such interference affects Lessor's critical public service communications and Lessee agrees to correct the problem immediately, or to temporarily cease operation until the problem is corrected. Failure to immediately correct the problem, or to temporarily cease operation for interference with Lessor's critical public service communications systems shall, at the option of Lessor, constitute for Lease termination.

d. Lessor will be responsible for necessary repair and maintenance of the Property. Lessee shall have the right to replace or upgrade its Equipment at any time during the term of the Lease without receiving prior approval from the Lessor provided that Lessee's Equipment replacement or upgrade does not violate any other provision of this Lease.

e. Lessee will be responsible for installation and payment of all utilities required by its use of the Leased Space. Lessee shall pay any real estate taxes and personal property taxes levied against Leased Space and the improvements constructed thereon by Lessee, if any, and any increase in real estate taxes directly attributable to the improvements therein constructed by Lessee.

f. Lessee and its authorized representatives have a right to ingress and egress to and from the Leased Space for the purposes set forth herein twenty-four (24) hours per day, seven days per week. Lessee will notify the proper agents or authorities informing Lessor of their intentions and actions.

g. Lessor must be supplied with the name, title, telephone number and pager of current technical representatives of Lessee, to which radio-related issues will be referred. At all times, these persons must have the authority to resolve radio interference issues.

6. Termination.

a. By Lessee: It is understood and agreed that Lessee's ability to use the Leased Space is contingent upon its obtaining and maintaining, after the execution of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Lessor shall cooperate with Lessee in its efforts to obtain such approvals and shall take no action which would adversely affect the status of the Leased Space with respect to the proposed use thereof by Lessee. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee, in its sole discretion, will be unable to use the Leased Space for its intended purposes, Lessee shall have the right to terminate this Agreement upon 30 days written notice to Lessor.

Said termination right shall also apply in the event that Lessee is otherwise, within its sole discretion, precluded from using the Leased Space for its intended purpose. Notice of Lessee's exercise of this right to terminate shall be given to Lessor in writing six (6) months in advance of intended termination date as provided under paragraph 17 below. All rentals paid for the lease of the Leased Space to said termination date shall be retained by Lessor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

Lessee upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Leased Space to its original condition, reasonable wear and tear and damage not caused by Lessee excepted.

b. Default. Except as expressly limited herein, Lessor and Lessee shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days, nevertheless, this agreement may not be terminated if the defaulting party commences action to cure the default within 30 days and proceeds with due diligence to fully cure the default. With respect to Lessee's default, the cure period shall not exceed 90 days unless both parties agree in writing to extend the cure period.

7. Indemnification. Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Space by Lessee, its servants or agents, excepting, however, such claims or damages as may be due to or caused by negligence or intentional acts of Lessor, its employees, invites, agents or contractors.

8. Insurance.

a. Liability. Lessee shall maintain, at its sole cost and expense, Public liability insurance with an initial coverage limit of at least One Million Dollars (\$1,000,000) against any claims for personal injury or property damage relating to or arising from the installation, existence, use, repair, maintenance, replacement or removal of the antenna or Equipment by a single Person or for the aggregate of claims by any number arising out of a single occurrence.

b. Property Damage. Lessor shall maintain, at its sole cost and expense, all perils insurance with extended coverage and replacement cost endorsements insuring the Property at its full insurable value. Lessee shall be responsible for obtaining its own coverage's for its Equipment.

c. Additional Insured/Certificate of Insurance. The Lessor shall be named as an additional insured on all insurance policies described in this Section and shall be given thirty (30) days prior written notice of any cancellation, non-renewal, or material change in any insurance coverage. A certificate of insurance showing that such coverage is in effect shall be provided to the Lessor within fifteen (15) days of the date first above written and annually thereafter during the term of this Lease.

## 9. [Reserved]

10. Casualty. In the event the Leased Space is destroyed or damaged in whole or in part by casualty during the term of this Lease, and to the extent that the Leased Space is not useful for Lessee's option (exercised by notice to Lessor) this Lease may be terminated as of the date of the notice. In the event the Lease is not terminated by Lessee, the rent shall abate while and to the extent that the Leased Space is not useful for Lessee's purposes. Nothing herein shall require the Lessor to rebuild following destruction or damage.

11. Environmental Pollutants. Lessee shall not, either with or without negligence, cause or permit the escape, unlawful disposal or release beyond lawful limits of any Hazardous Materials as hereinafter defined. Lessee shall not bring onto the Leased Space and/or Property or knowingly allow the storage or use of Hazardous Materials in any manner if prohibited by law or if not sanctioned by the highest standards prevailing in the industry for the storage and use of such substances or materials. For the purposes of this paragraph, the term "Hazardous Materials" shall mean, (i) any substances defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials," "hazardous wastes," or "hazardous or toxic substances" as now or hereafter defined in any applicable federal, state or local law, regulation, ordinance, or directive, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et. Seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as any such acts may be amended by SARA, 42 U.S.C. Sec. 9601, et. Seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et. Seq.; the Toxic Substance Control Act, 15 U.S.C. Sec. 2601, et. Seq.; the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sec. 9601, et. Seq.); the Clean Water Act, 33 U.S.C. Sec. 1251 et. Seq.; the Clean Air Act, 42 U.S.C. Sec. 7412, et. Seq.; as any such acts may be amended, modified or supplemented; (ii) those substances listed or otherwise identified in the regulations adopted and publications issued, as may be amended, modified or supplemented, pursuant to any of the above-

referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which on the Leased Space and/or Property is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment, or disposal.

a. If, either during the term hereof or within two years of its expiration, a federal or state agency shall, in its reasonable discretion, require testing to ascertain whether or not there has been any release of Hazardous Materials by Lessee, then the reasonable costs thereof shall be reimbursed by Lessee to Lessor upon demand as additional Rent if such requirement applies to the Leased Space and/or Property. If testing conducted by Lessor pursuant to this subparagraph identifies the presence of any release of Hazardous Materials by Lessee, Lessee shall have the right and opportunity to perform, at Lessee's costs, a retest to confirm or refute the results of Lessor's testing. Lessee shall execute affidavits, representations and the like from time to time during the term hereof or within two years of its expiration, at Lessor's request concerning Lessee's best knowledge and belief regarding the presence of Hazardous Materials on the Leased Space and/or Property.

b. Lessee Indemnification of Lessor. Lessee shall indemnify and hold harmless Lessor, its officers, employees, agents, successors and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs and expenses (including reasonable attorney's fees and court costs), fines, injuries, penalties, response costs (including the cost of any required or necessary investigation, testing, monitoring, repair, cleanup, detoxification, preparation of any closure or other required plans, or other removal, response or remedial action at or relating to the Property) (collectively, the "Claims and Costs"), with respect to, as a direct or indirect result of, or arising out of any of the following: (i) any legal requirements, lawsuit (brought or threatened), reasonable settlement, or requirement of any insurer of the Leased Space and/or Property or any portion thereof, relating to the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage or cleanup of any Hazardous Materials at, on, from or under all or a portion of the Leased Space and/or Property for which Lessee, its agents, contractors, or invitees are responsible, or (ii) the migration of Hazardous Materials caused by Lessee from the Leased Space and/or Property to any other Property to any other property or onto the Leased Space and/or Property; or (iii) the treatment, disposal or storage of Hazardous Materials or the transportation of Hazardous Materials from the Leased Space and/or Property by Lessee, its agents, contractors or invitees; or (iv) the incorporation by Lessee of any Hazardous Materials in the Leased Space.

c. Lessor Indemnification of Lessee. Lessor agrees to indemnify, defend and hold Lessee and its officers, partners, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or loss including attorneys' fees, consultant fees and expert fees which arise during or after the term of this Lease from or in connection with the presence in the soil, groundwater or soil vapor on or under the Property of Hazardous Materials, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph 11 c. shall specially cover costs incurred in connection with any investigation of site

conditions, or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Materials in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Materials are present solely as a result to the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of any of the foregoing, the indemnification provided by paragraph 11.c. shall also specifically cover costs incurred in connection with:

1. Hazardous Materials present in the soil, groundwater or soil vapor on or under the Property before the term of this Lease commenced;
2. Hazardous Material that migrate, flow, percolate, diffuse or in any way move onto or under the Property after the term of this Lease commenced, except if caused by Lessee; or
3. Hazardous Materials present on or under the Property as a result of any discharge, dumping or spilling (accidental or otherwise) onto the Property, prior to, during or after the term of this Lease by any person, corporation, partnership or entity other than Lessee.

d. Condition of Property. Compliance with Law. Lessor represents that Lessor's Property (including without limitation, the location for the Leased Space) and all improvements thereto, are in compliance with all building, life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. Lessee agrees that subject to Lessor's compliance with the terms of this paragraph, any improvements constructed by Lessee on the Property Lessee's equipment and all of the operations of Lessee within the Property shall be in compliance with all applicable laws, codes and regulations.

The foregoing conditions and indemnifications in subparagraphs 11.a, 11.b and 11.c shall survive the expiration or earlier termination of this Lease.

12. Quiet Enjoyment; Cooperation; Estoppel Letters. Lessor covenants and agrees that upon payment by Lessee of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Space, rights, and privileges granted hereunder for the term hereby demised without hindrance or interference by Lessor or any other person. However, Lessor may lease space on the Property to third parties if such use does not hinder or interfere with lessee's use of the Leased Space as provided hereunder.

Both parties agree to strive to maintain an amiable long-term relationship and to use best efforts to fulfill the terms and conditions of this Lease. Lessor agrees to cooperate with Lessee in any efforts by Lessee to secure, maintain, or renew any governmental permits or license necessary to use the Leased Space as contemplated in this Lease, and to join in any application or other document reasonably requested by Lessee.

Lessor and Lessee agree to furnish to each other upon request, letters confirming whether this Lease is in full force and effect free of known defaults and such other matters concerning the status of this Lease which may be reasonably requested.

13. Lessor Representations. Lessor represents that it is seized of good and sufficient title and interest in the Property and has full authority to enter into, execute and perform its obligations under this Agreement. Lessor further covenants that there are no liens, judgments, or impediments of title on the Property.

14. Paragraph Headings: Entire Agreement: Oral Modifications. The section or paragraph headings contained herein are for convenience only and shall not be deemed a part of this Lease. This Lease contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendment hereto shall be valid unless made in writing and signed by both of the parties hereto.

15. Construction of Lease. This Lease shall be construed in accordance with the laws of the State of Wisconsin. In the event that any provisions hereof shall be legally unenforceable, the remaining provisions shall nevertheless be carried into effect. The parties agree that time is of the essence of this Lease.

16. Assignment. This Agreement may not be sold, assigned, or transferred at any time by Lessee without the prior written consent of the Lessor, except to Lessee's partners, affiliates or subsidiaries, or affiliates, or subsidiaries of Lessee's partners. Requests for Lessor's consent on assignment shall be joined in by the proposed assignee and shall provide that assignee agrees to assume all of the obligations and liabilities of the lessee, unless release of the Lessee is not requested.

17. Notices. All notices hereunder must be in writing and shall be deemed validly given when mailed by first class mail with proper postage addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice.)

**LESSEE:**

Verizon Wireless  
180 Washington Road  
Bedminster, NJ 07921  
ATTN: Network Real Estate Dept.  
(908) 306-7715

With a copy to:

Verizon Wireless  
1515 Woodfield Road, Suite 1400  
Schaumburg, IL 60173  
ATTN: Real Estate Director  
(847) 706-7415

**LESSOR:**

City of Milwaukee  
Superintendent, Milwaukee  
Room 409  
841 N. Broadway  
Milwaukee, WI 53202  
(414) 286-3710

With a copy to:

Office of the City Attorney  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202  
(414) 286-2601



18. Successors. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

19. Lease Memorandum. The parties agree to execute a Memorandum of Lease in recordable form intended for notification and recording to give notice to the public of the existence of this Lease.

20. [Reserved]

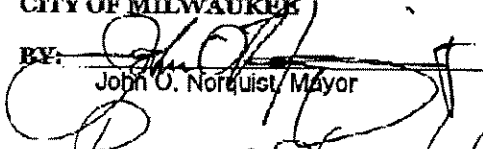
21. Personal Property. The Lessee's Equipment shall remain the personal property of Lessee, shall not be deemed to be permanently attached to the Leased Space, and shall be maintained and repaired solely by Lessee.

22. Waiver of Landlord's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Lessee's Equipment, and all related equipment and antennas, which shall be deemed personal property for the purposes of this agreement, regardless of whether or not the same is deemed real or personal property under applicable law.

23. Condemnation. In the event that all or substantially all of Lessor's Property is condemned by an authorized governmental or quasi-governmental authority, this Agreement shall terminate upon the date of the taking and each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither party shall have any interest in any award granted to the other. In the event of such a taking, any excess prepaid rent shall be promptly repaid to Lessee.


**LESSOR:**

**CITY OF MILWAUKEE**

BY:   
John O. Norquist, Mayor

BY:   
Ronald D. Leontardt  
City Clerk

**CONTERSIGNED:**

BY:   
for W. Martin Morics DEPUTY  
City Comptroller 

**SIGNATURES CONTINUED ON NEXT PAGE**

LESSEE:

**PRIMECO PERSONAL  
COMMUNICATIONS, LIMITED  
PARTNERSHIP D/B/A VERIZON  
WIRELESS**

Sam Manjary  
Witness

BY: Michael S. Irizarry  
TTS: Michael S. Irizarry  
Area VP of Network,  
Great Lakes Area

Date: 1/23/01

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Commencing at the NE corner of the NE ¼ of Section 15, T7N, R22E, Milwaukee County, Wisconsin; thence N88degrees 38' 54" E 165.52 feet to a point; thence S 1 degree 21' 06" E 98.50 feet to a point; thence N 88 degrees 38' 54" E 73.80 feet to point; thence S 08 degrees 37' 50" E 568.38 feet to a point; thence S 81 degrees 22' 10" W 65 feet to a point thence; S 08 degrees 37' 50" E 72.00 feet to a point; thence N 81 degrees, 22' 10" E 65 feet to a point; thence S 8degrees 37' 50" E 422.56 feet to a point; thence S 0 degrees 39' 27.5" E 333.17 feet along the arc of a curve with a radius of 1201.01 feet to a point; said point being the point of beginning of the parcel to be described; thence southwesterly along the eastern right of way line of Lincoln Memorial Drive a distance of 916.60 feet; thence easterly along a line perpendicular to the east right of way line of Lincoln memorial Drive to the waters edge of Lake Michigan; thence northeasterly along the water's edge of lake Michigan to a point which is N 88 degrees 38' 54" East and 676.90 feet from the point of beginning; thence S 88 degrees 38' 54" W a distance of 676.90 feet to the point of the beginning.

The South 1387.50 feet to the North 1436 feet of the East 981.33 feet of the West 1159.33 feet in the Northwest ¼ of Section 14, Town 7 North, Range 22 East, City of Milwaukee, County of Milwaukee, State of Wisconsin.

Address: 3000 North Lincoln Memorial Drive  
Tax Key No.: 317-9999-000-0

**EXHIBIT B**  
DESCRIPTION OF THE LEASED SPACE

**SEE CONSTRUCTION DRAWINGS THAT FOLLOW**

**EXHIBIT C**  
**LESSEE'S EQUIPMENT**

**SEE CONSTRUCTION DRAWINGS THAT FOLLOW**

**verizon**  
 8225 W. FISHBAY RD  
 GAITHERSBURG, MD 20878  
 TEL: 410-587-6000  
 FAX: 410-487-6000



**REVIEWS**  
 NAME: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_

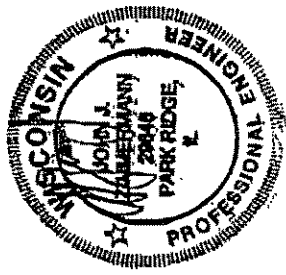
DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	1/1/11
2	ISSUED FOR PERMITS	1/1/11
3	ISSUED FOR PERMITS	1/1/11
4	ISSUED FOR PERMITS	1/1/11
5	ISSUED FOR PERMITS	1/1/11

SITE 140-109  
 LINWOOD  
 2600 N. LINCOLN  
 LINWOOD, NJ 07036  
 NEW JERSEY  
 NEW JERSEY

SHEET TITLE  
 TITLE SHEET

SHEET NUMBER  
**T-1**  
 TOTAL SHEETS: 10



SHT. NO.	DESCRIPTION	REV. NO.
1-1	WIRE DATA	
2-1	ANTENNA PLAN AND EQUIPMENT LAYOUT	
3-1	NEED EVALUATION	
4-1	MOUNTING DETAILS AND ELEVATION DETAILS	
5-1	ELECTRICAL AND WIRING DETAILS	
6-1	CONCRETE AND FOUNDATION DETAILS	
7-1	MECHANICAL AND PLUMBING DETAILS	
8-1	GENERAL NOTES	
9-1	PERMITS	
10-1	PERMITS	

**SHEET INDEX**

Exhibit B+C

# Verizon Wireless

SITE 140-109  
 LINWOOD

ANTENNA MOUNT ON AN EXISTING BUILDING  
 WITH

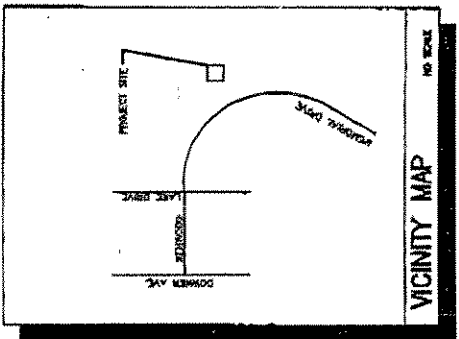
COMMUNICATIONS EQUIPMENT CABINETS

**PROJECT SUMMARY**

CLIENT: VERIZON  
 SITE ADDRESS: 2600 N. LINCOLN, LINWOOD, NJ  
 PROJECT OWNER: CITY OF LINWOOD  
 ARCHITECT: VERIZON WIRELESS  
 15725 W. BIRCHWOOD DR.  
 NEW JERSEY, NJ 07036  
 CONTACT PERSON: DAVID NELSON

**CONSULTANT TEAM**

PREPARED BY: T.R. ENGINEERS & ARCHITECTS, INC.  
 1115 PARK RIDGE, LINWOOD, NJ  
 PROJECT NO. 140-109



PREPARED TO: VERIZON  
 SEE IS WITHIN THE BOUNDARIES OF MUNICIPAL CODE

**Verizon Wireless**

1650 W. INTERCON ROAD  
 SUITE 100  
 DEERFIELD, IL 60015  
 TEL: 312-400-4000  
 FAX: 312-400-4000

**TERRA CONSULTING, LLC**  
 108 S. PULASKI  
 SUITE 300  
 CHICAGO, IL 60607  
 TEL: 312-329-1500  
 FAX: 312-329-1500

**APPROVALS**

LANDSCAPE: \_\_\_\_\_  
 LIGHTING: \_\_\_\_\_  
 ELECTRICAL: \_\_\_\_\_  
 MECHANICAL: \_\_\_\_\_  
 PLUMBING: \_\_\_\_\_  
 HEATING: \_\_\_\_\_  
 COOLING: \_\_\_\_\_  
 OTHER: \_\_\_\_\_

REVISIONS

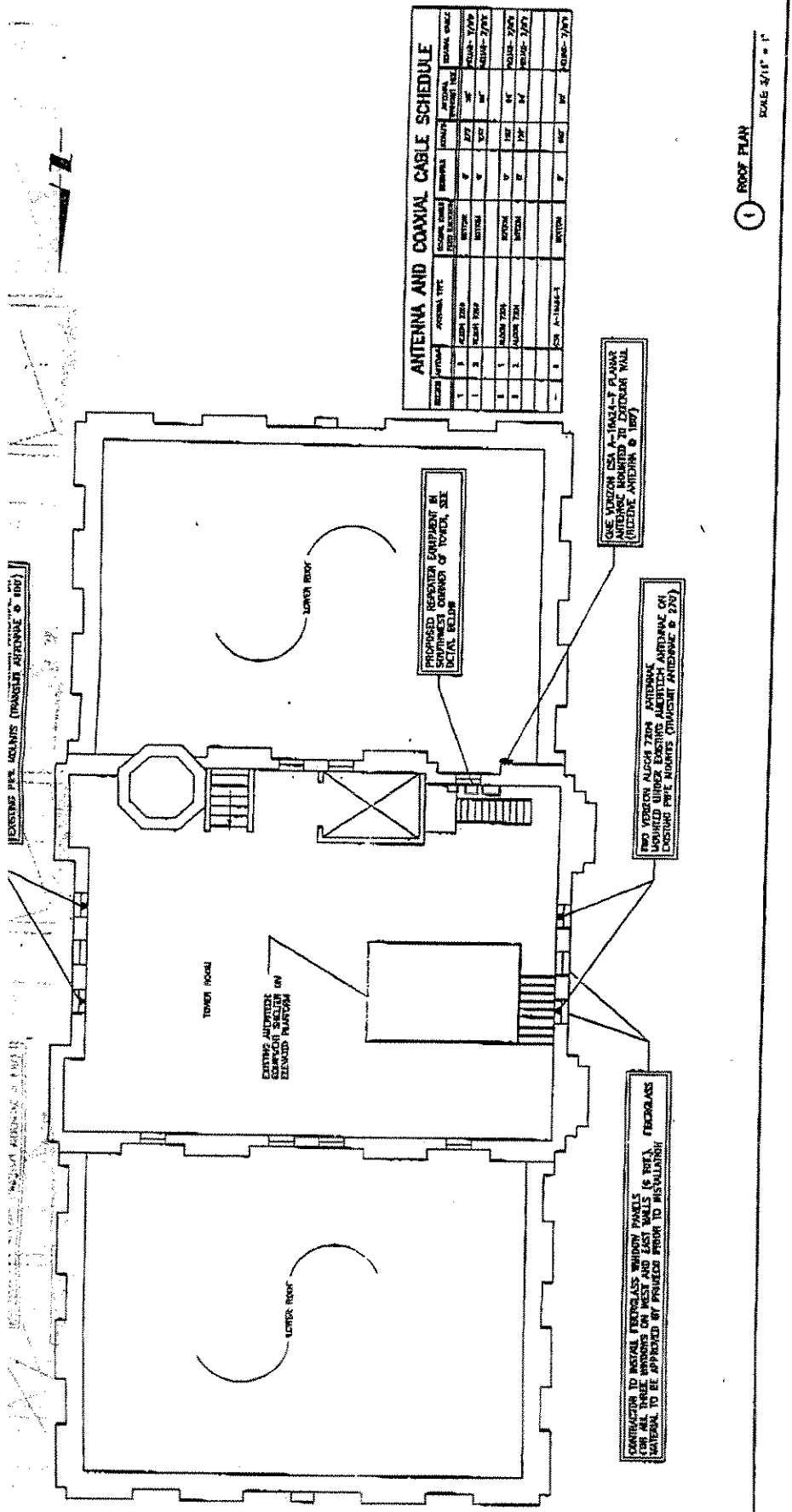
NO.	DATE	DESCRIPTION

**SITE 140-10B LINWOOD**

8000 W. LINCOLN  
 MEMORIAL DRIVE  
 MILWAUKEE, WI

**ROOF PLAN AND EQUIPMENT LAYOUT**

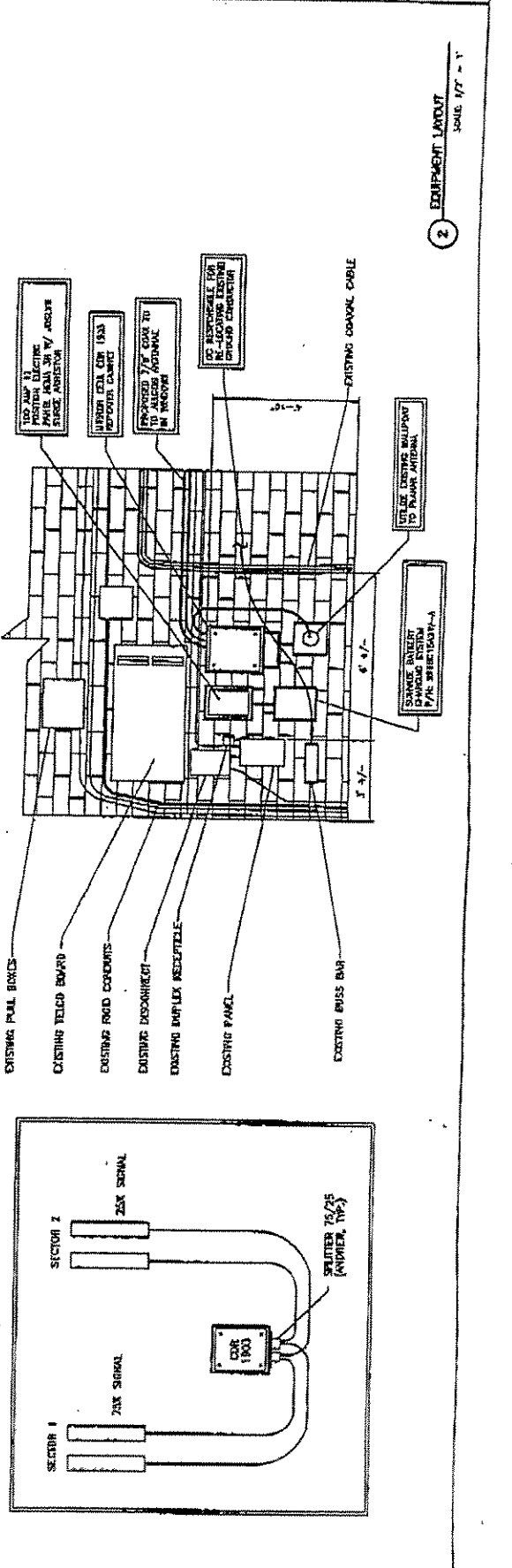
**A-1**



**ANTENNA AND COAXIAL CABLE SCHEDULE**

SERIAL NUMBER	ANTENNA TYPE	ANTENNA HEIGHT	ANTENNA WEIGHT	ANTENNA LENGTH	ANTENNA TYPE	ANTENNA WEIGHT	ANTENNA LENGTH	ANTENNA TYPE	ANTENNA WEIGHT	ANTENNA LENGTH
1	ALGOS ZERO	100'	220	30'	FIBER	150	100'	ALGOS ZERO	100'	220
2	VERIZON GSM-A-166A-1	100'	100	30'	FIBER	150	100'	VERIZON GSM-A-166A-1	100'	220

1 ROOF PLAN SCALE 3/16" = 1'



**WESTON wireless**  
 800 N. LINCOLN BLVD  
 NEW BRUNSWICK, NJ 08901-5500  
 OFFICE 908-390-5200  
 FAX 908-390-5200



APPROVALS

DESIGNER	
DATE	
CHECKED BY	
DATE	
DATE	
DATE	
DATE	
DATE	
DATE	
DATE	
DATE	

DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 SHEET NO: \_\_\_\_\_

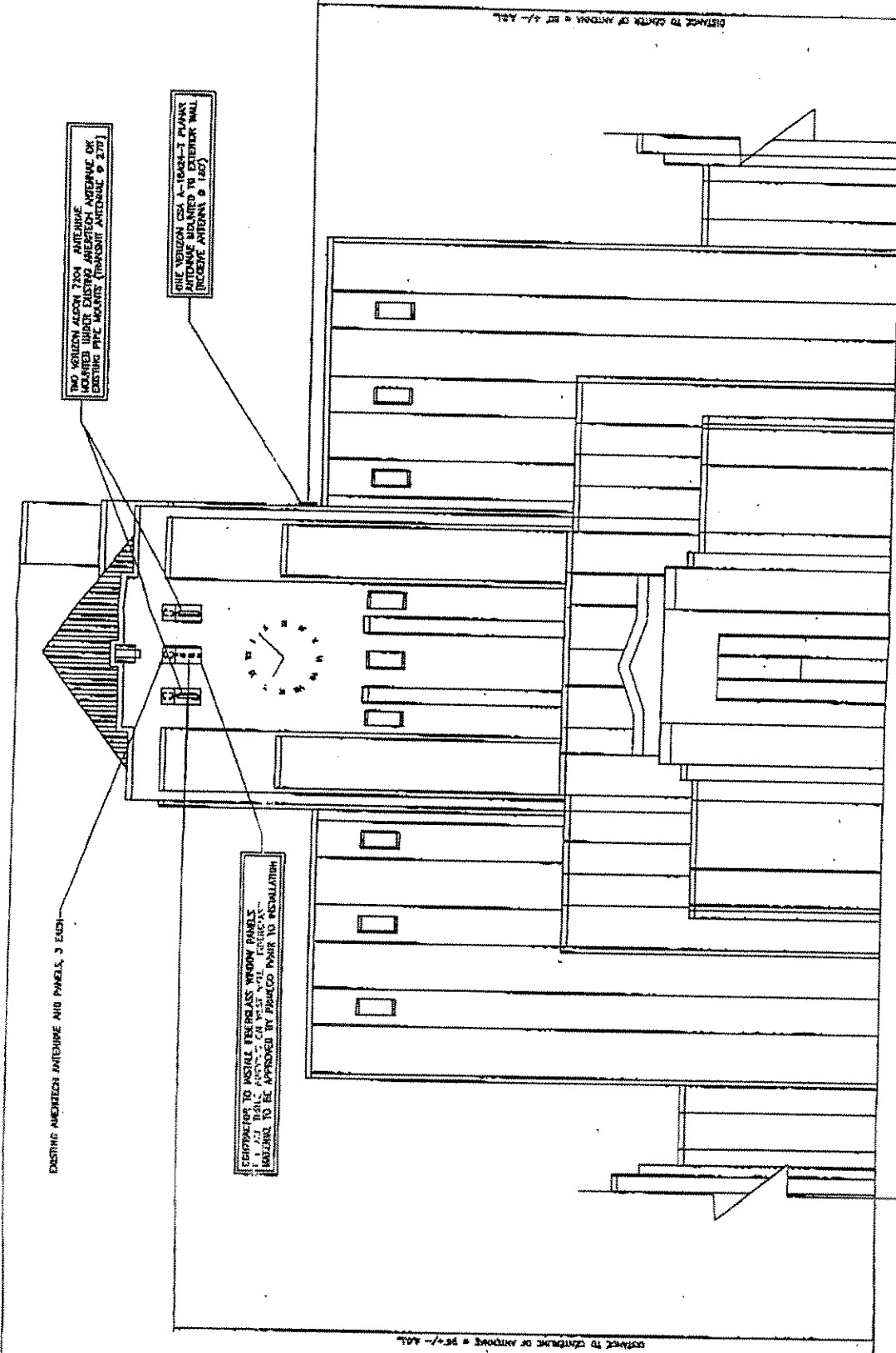
REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	

**SITE 140-109  
 LINWOOD**  
 8000 N. LINCOLN  
 MEMORIAL DRIVE  
 METZWEISE, NJ

WEST ELEVATION

SHEET NUMBER  
**A-2**  
 TOTAL SHEETS NO. 23/28



THE VERILION ALUMINUM 7204 ANTENNAE  
 MOUNTED UNDER EXISTING ANTENNAE OR  
 EXISTING PIPE MAINS (TRANSIT ANTENNAE @ 237)

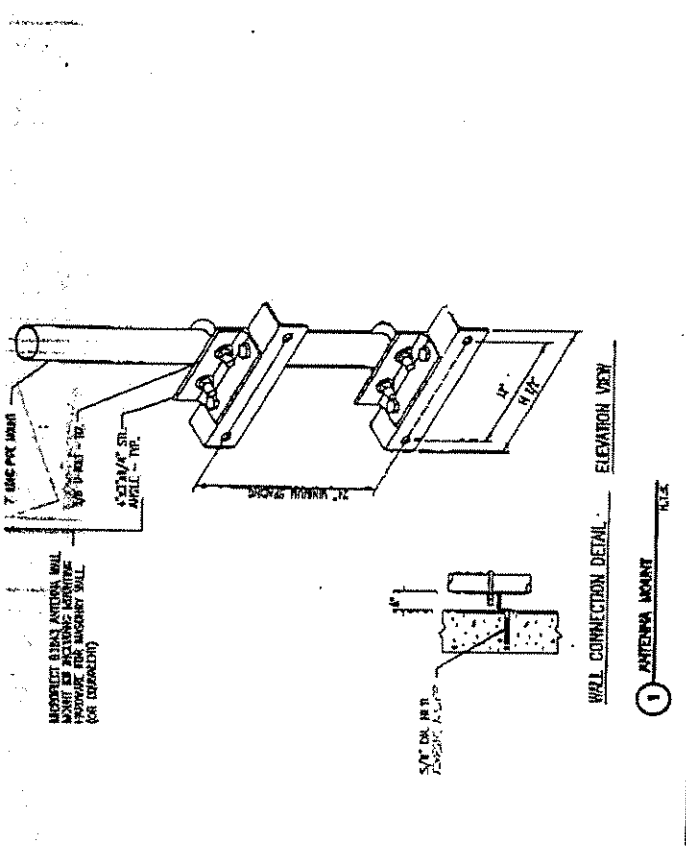
THE VERILION USA A-1045H-1 PLANNY  
 ANTENNAE MOUNTED TO EXTERIOR WALL  
 (RECEIVE ANTENNAE @ 107)

CONTRACTOR TO INSTALL THERMAL BREAK PANELS  
 AT ALL WALL PENETRATIONS ON WEST WALL  
 PANELS TO BE APPROVED BY PRODUCT MANUFACTURER

EXISTING METEORIC ANTENNAE AND PANELS, 3 EACH

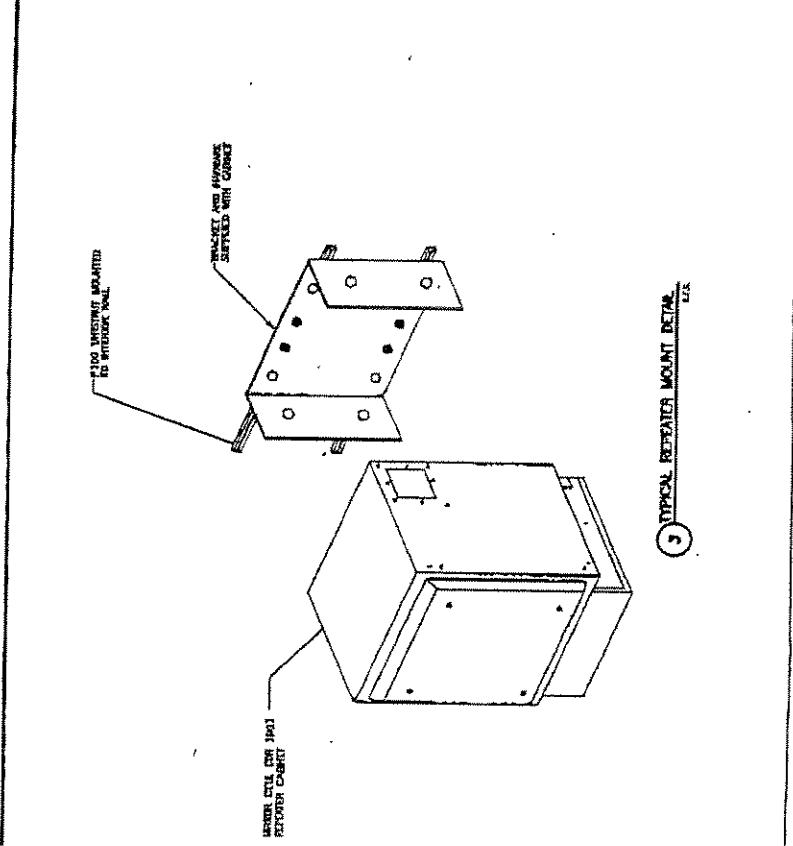
1 WEST ELEVATION  
 NOT TO SCALE





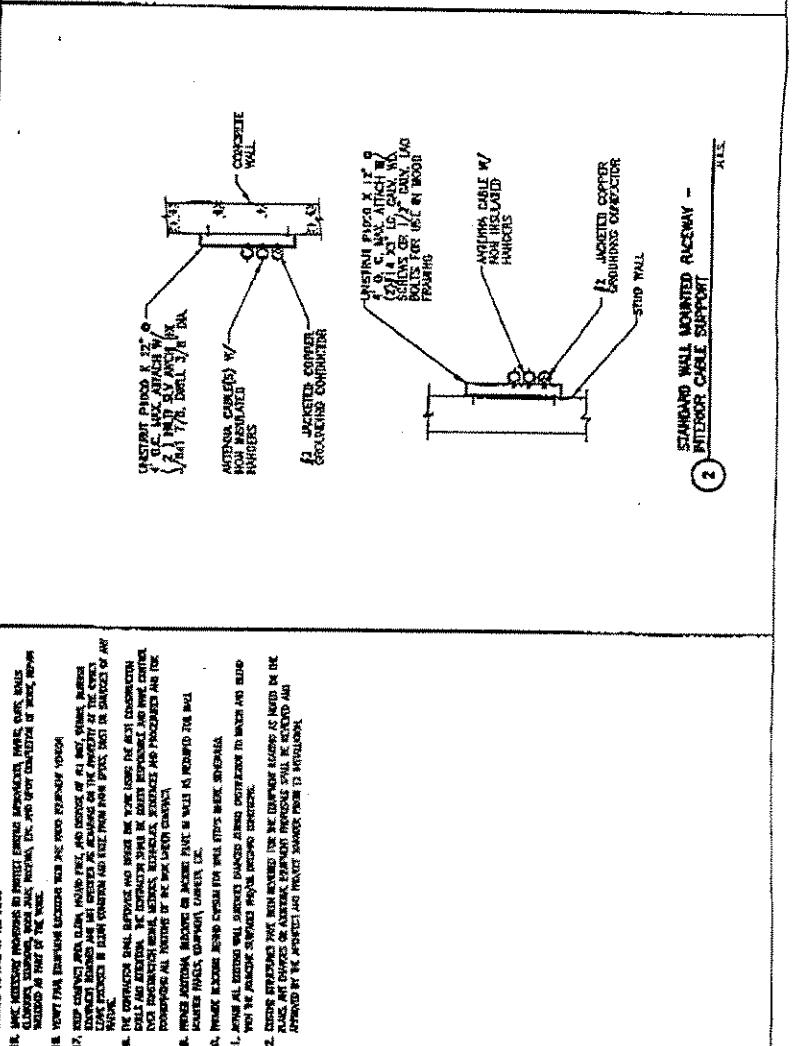
1 ANTENNA MOUNT ELEVATION VIEW

1 WALL CONNECTION DETAIL



2 TYPICAL REPEATER MOUNT DETAIL

1. THE INSTALLER IS RESPONSIBLE FOR THE PROTECTION OF THE WORK AREA.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WORK AREA.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WORK AREA.
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18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WORK AREA.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WORK AREA.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WORK AREA.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WORK AREA.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WORK AREA.



2 STANDARD WALL MOUNTED RACEWAY - ANTENNA CABLE SUPPORT

