

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Tower Lease Agreement (“Third Amendment”) is made as of _____, 2020, 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 “Lessor”), and Cellco Partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “Lessee”). Lessor and Lessee are at times collectively referred to hereinafter as the “Parties”.

WHEREAS, the Parties, and or their predecessors in interest, previously entered into that certain Lease Agreement dated July 18, 2001, as amended by that certain First Amendment To Lease Agreement dated February 8, 2013, and that certain Second Amendment to Lease Agreement dated August 13, 20018, (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 Lessor and occupied by the Milwaukee Fire Department (the “MFD”), located in the City of Milwaukee as described in Exhibit A 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, Lessee wishes to reconfigure its equipment installation in and on the Leased Space; 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;

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. Revised Equipment Installation Exhibit C to the Lease is hereby supplemented with the attached Exhibit C-1, which reflects the modified equipment that Lessee shall be permitted to install, operate, replace and maintain on the Existing Tower. As part of the revised equipment installation, Lessor agrees that Lessee shall be able to install and use the Existing Tower as depicted in Exhibit C-1. Upon completion of the proposed equipment modification, Lessee shall have a total of twelve (12) antennas and ancillary equipment as depicted on Exhibit C-1. It is understood that Lessee has submitted the proposal for the equipment modification and detailed plans to Lessor and Lessor has approved said items. Provided that Lessee has received all necessary permits and approvals from appropriate governing bodies, Lessee may immediately commence installation of the equipment as depicted on Exhibit C -1.

2. 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 Third Amendment, the terms of this Third

Amendment shall take precedence. The terms used herein and not otherwise defined shall have the same meaning as set forth in the Lease.

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

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

5. This Third 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.

6. This Third 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]

**Signature Page to Third Amendment to Lease Agreement Between
Verizon Wireless Personal Communications LP
And
The City of Milwaukee**

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

LESSEE:
CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS

By: _____
Title: _____

LESSOR:
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 _____, 2020.

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

Approved as to form and execution
This _____ day of _____ 2020

Assistant City Attorney

EXHIBT C-1