

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the City of Milwaukee, a Wisconsin municipal corporation ("Lessor") and Verizon Wireless Personal Communications LP 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 entered into a Lease Agreement dated March 6, 1998 ("Agreement") that is in full force and effect and provides for the installation and operation of Lessee's communication and ancillary equipment at real property commonly known as 1235 North 57<sup>th</sup> Street, Milwaukee, WI ("Property"); and

Whereas, pursuant to the Lease, Lessee has leased a portion of Property including sufficient ground space to install a communications equipment building and a wireless communications facility as well as an easement for access and utility easements, from Lessor as further described in the Agreement (collectively "the Leased Space"); and

Whereas, the parties agree that Lessee shall lease an additional area of Property as described and depicted in Exhibit A-1 attached hereto for the purpose of adding a back-up power generator; and

Whereas, Lessor and Lessee have agreed to a modification of the term, the installation of the aforementioned generator and ancillary improvements provided that Tenant makes the installation in accordance with Exhibit A-1, pays additional rent described herein and agrees to the additional security rules found in Exhibit D; and

Whereas, it is now the intention of Lessor and Lessee to enter into an agreement amending the Agreement on the terms and conditions discussed below.

**NOW THEREFORE**, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, Lessor and Lessee agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as set forth in their entirety.
2. **Additional Lease Space.** Lessor agrees to provide additional ground space necessary for Tenant to install, operate and maintain a generator as depicted on Exhibit A-1 to this Amendment ("Additional Lease Space"). Lessor shall also provide additional utility easements, if necessary, as depicted on Exhibit A-1. The parties agree that, upon execution of this Amendment, the Additional Lease Space shall be considered a part of the Leased Space. Provided that Lessee has received all necessary permits and approvals from appropriate governing bodies, Lessee may immediately commence installation of the generator, including all ancillary equipment and improvements, and utilize the Additional Lease Space. Lessor agrees that the installation plan in the attached Exhibit A-1 depicting the location and manner of Lessee's installation is acceptable.
3. **Rent.** The annual rent shall be increased by an additional Two Thousand Four Hundred Dollars (\$2,400.00) per year ("Rent Increase") which will be added to the next annual payment due to Lessor. Lessee further agrees to pay a lump sum payment as additional rent, which shall be equal to the Rent Increase prorated from the date that Lessee begins installation of the additional equipment described in Exhibit A-1 ("Installation Date") to the next annual anniversary of the Commencement Date ("Lump Sum"). The Lump Sum will be paid as additional rent and not as capital. Lessor and Lessee agree that they shall acknowledge in writing the Installation Date. Lessor and Lessee acknowledge and agree that

the Lump Sum payment shall not actually be sent by Lessee until thirty (30) days after the receipt of the acknowledgement confirming the Installation Date.

4. **Right of First Refusal.** If Lessor elects, during the term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Lease to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessee, Lessor may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

5. **Rights Upon Sale.** Should Lessor, at any time during the Term decide grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Lessee for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Amendment and any such purchaser or transferee shall recognize Lessee's rights hereunder under the terms of the Lease. To the extent that Lessor grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Lessee for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Lease to said third party, Lessor shall not be released from its obligations to Lessee under this Lease, and shall have the right to look to Lessor and the third party for the full performance of the Lease.

6. **Security Rules.** Lessee agrees to abide by the Security Policy adopted by Lessor and attached as Exhibit D hereto.

7. Other than as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. Where there is conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control. Unless otherwise indicated or introduced in this Amendment, all defined terms referenced in the Amendment shall have the same meaning as those found in the Agreement.

(Signatures on following page)

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

**Lessor:**

**City of Milwaukee**

BY: \_\_\_\_\_  
NAME: Tom Barrett  
ITS: Mayor

BY: \_\_\_\_\_  
NAME: Ronald D. Leonhardt  
ITS: City Clerk

Countersigned:

BY: \_\_\_\_\_  
City Comptroller

**Lessee:**

**Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Name: Beth Ann Drohan  
Title: Midwest Area Vice President – Network

**EXHIBIT A-1**

Depiction of Additional Lease Space and Installation of Generator

(See attached site sketch documenting the installation of the generator)

VERIZON WIRELESS  
PERSONAL  
COMMUNICATIONS LP  
doing Verizon Wireless

15125 W. RYERSON RD.  
NEW BERLIN  
WISCONSIN 53151  
PHONE: (414) 390-5220

**Fullerton**  
Engineering Consultants

5100 W. Higgins Rd. Suite 800  
Rosemead, WI 53081  
Tel: 841-791-4000  
Fax: 841-791-4005

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SITE NAME  
**BREUER TOWER**

LOCATION NUMBER  
119293

SITE ADDRESS  
1225 N. HAULEY RD.  
MILWAUKEE, WI 53202

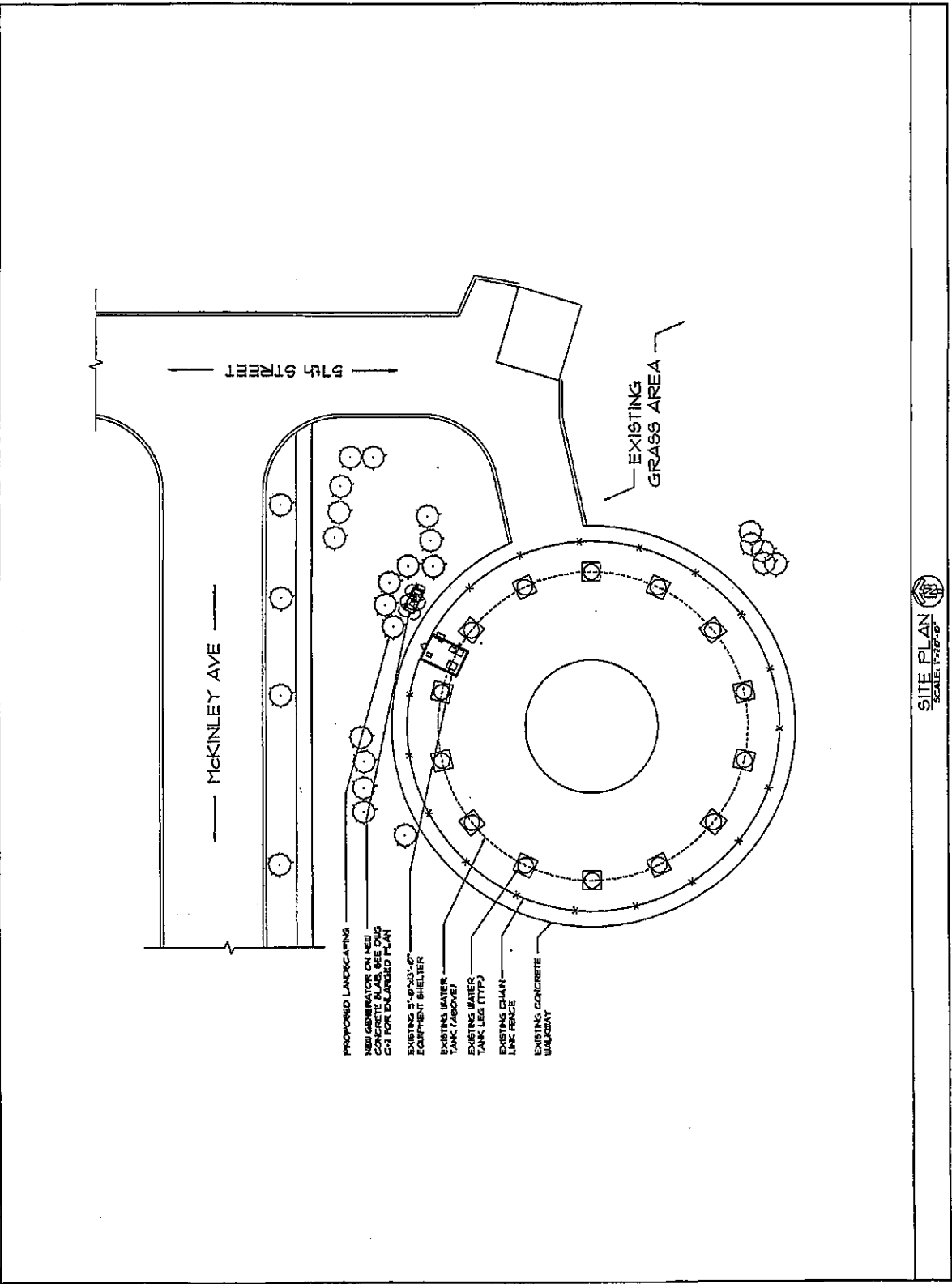
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PREPARED BY: JG  
CHECKED BY: JG  
APPROVED BY: JG

DATE SIGNED: \_\_\_\_\_  
EXPIRATION DATE: \_\_\_\_\_

SHEET NAME  
**SITE PLAN**

SHEET NUMBER  
C-1



**SITE PLAN**  
SCALE: 1/8" = 1'-0"





**EXHIBIT D**

**Security Policy**

(See attached document)

## 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