FIRST AMENDMENT TO LEASE AGREEMENT

Site Number: 784451

This First Amendment to Lease Agreement ("<u>Amendment</u>") 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 "<u>Lessor</u>"), and United States Cellular Operating Company LLC, a Delaware limited liability company, with its principal office located at 8410 W. Bryn Mawr Ave., Chicago, Illinois 60631 (hereinafter referred to as "<u>Lessee</u>"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties".

WHEREAS, the Parties previously entered into that certain Lease Agreement dated July 31, 2001, (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, Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless ("<u>VZW</u>") has agreed to remove the Existing Tower and install a new two hundred foot (200') self-support monopole tower ("<u>New Tower</u>") in an alternate location on the Property for the benefit of Lessor, Lessee, 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;

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. <u>Construction of New Tower</u>. VZW shall install the New Tower described in Exhibit C-1 on Sheet A-1 of the new construction drawings prepared by Edge Consulting Engineers, Inc., dated February 17, 2017, attached hereto and made a part hereof (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-1 (the "New Survey"). Upon VZW's transfer of ownership of the New Tower to Lessor, Lessor 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, Lessee, at its sole cost and expense, shall promptly remove all of Lessee's existing equipment from the Existing Tower. Lessee 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. <u>Leased Premises</u>. Upon transfer of ownership of the New Tower to Lessor, hereby leases to the Lessee certain space on the Property and certain space on the New Tower as depicted in Exhibit C-1 together with the existing three hundred sixty four (364) square foot parcel of land

currently occupied by Lessee's equipment building and the fifty (50) square foot parcel of land currently occupied by Lessee's generator 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 together with a non-exclusive easement for fiber utility service lines under and across the Property a non-exclusive eight (8) foot wide easement and a non-exclusive two (2) foot wide cable easement all as described in Exhibits B-1 and C-1 attached hereto and incorporated herein. All references to Exhibit B in the Lease are hereby deleted and replaced with the attached Exhibit B-1, and all references to Exhibit C are hereby deleted and replaced with the attached Exhibit C-1. Lessee's interest in any portion of the Property not included in Lessee's Leased Space shall terminate upon commencement of the operation of the New Tower.

Site Number: 784451

- 3. Equipment Installation. Upon completion of the New Tower, Lessor hereby grants permission to Lessee to install, maintain and operate the radio communications equipment, antennas and appurtenances as described in Exhibit C-1. It is understood that VZW, with Lessee's consent and approval, has submitted the proposal for Lessee's equipment and the New Construction Drawings to Lessor, and Lessor has approved said items. Lessee may commence the installation of Lessee's equipment upon receipt of notice from VZW regarding the completion of the New Tower, provided that Lessee has received all necessary permits and approvals from appropriate governing bodies, and further provided Lessee shall coordinate all installation work performed by Lessee in advance with MFD, so as not to materially and adversely interfere with the MFD's operations on the Property.
- 4. The Parties agree to execute the Amended and Restated Memorandum of Lease attached hereto and made a part hereof as <u>Exhibit D</u>, which shall amend, restate and replace the Memorandum of Agreement recorded March 8, 2002 in Reel 5280, Image 0393, as Document No. 8238538.
- 5. 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.
- 6. All capitalized terms used but not defined in this Amendment shall have the meaning, if any, set forth elsewhere in the Lease.
- 7. The Lease may be further amended or modified only by a written agreement signed by both Parties.
- 8. 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.
- 9. 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]

U.S. Cellular® Site Name: 56th & Oklahoma Site Number: 784451

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

LESSEE:

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By:	
Title: Vice President	
LESSOR:	
CITY OF MILWAUKEE	
By: Tom Barrett, Mayor	
Tom Darren, Mayor	
By: James Owczarski, City Clerk	
COUNTERSIGNED	
By: Martin Matson, City Comptroller	
Signatures of Tom Barrett, James Owczarsk, 2018.	i and Marton Matson, authenticated this day of
	Jeremy R. McKenzie, Assistant City Attorney State Bar No. 1051310
Approved as to form and execution	
This day of 2018	
Assistant City Attorney	
1 2001000000000000000000000000000000000	

[Exhibits Follow]

EXHIBIT B-1

Site Number: 784451

LEGAL DESCRIPTION OF LESSEE'S LEASE PARCEL

LESSOR'S 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.

LESSEE'S 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 364 square feet (0.008 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 137.04 feet along said west line of S. 56th St.; thence S89°-32'-47"W 50.46 feet to the point of beginning; thence S88°-25'-13"W 26.00 feet; thence N01°-34'-47"W 14.00 feet; thence N88°-25'-13"E 26.00 feet; thence S01°-34'-47"E 14.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

LESSEE'S GENERATOR 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 50 square feet (0.001 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 121.29 feet along said west line of S. 56th St.; thence S89°-32'-47"W 54.26 feet to the point of beginning; thence S89°-28'-10"W 5.00 feet; thence N00°-31'-50"W 10.00 feet; thence N89°-28'-10"E 5.00 feet; thence S00°-31'-50"E 10.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

LESSEE'S 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.

LESSEE'S 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.

LESSEE'S 8' 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

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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 Lessors Communication Compound.

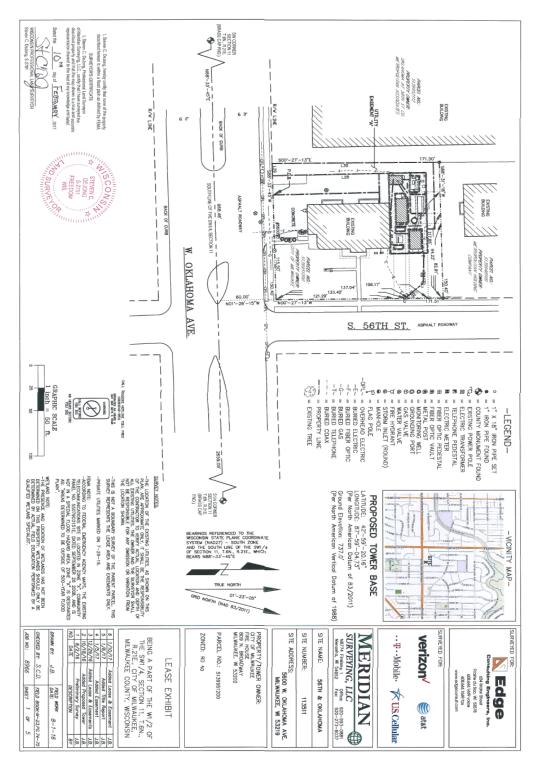
LESSEE'S 2' WIDE CABLE EASEMENT

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 151 square feet (0.003 acres) of land and being One (1) foot each side of and parallel to the following described line:

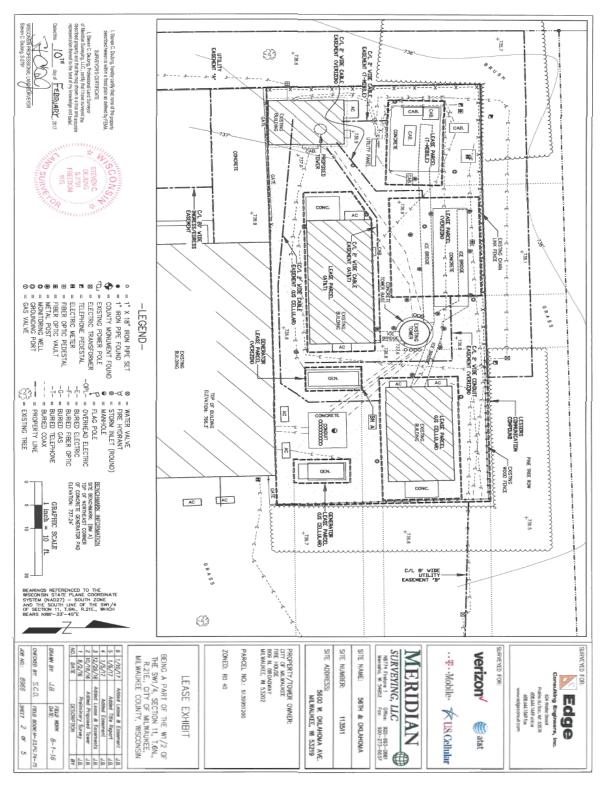
Commencing at the Southwest Corner of said Section 11; thence N88°-33'-45"E 968.46 feet along the south line of the SW1/4 of said Section 11; thence N01°-26'-15"W 60.00 feet to a point at the intersection of the north line of W. Oklahoma Avenue and the west line of S. 56th Street; thence N00°-27'-13"W 137.04 feet along said west line of S. 56th St.; thence S89°-32'-47"W 50.46 feet; thence S88°-25'-13"W 21.24 feet to the point of beginning; thence S01°-24'-10"E 12.63 feet; thence S37°-56'-43"W 6.33 feet; thence S88°-46'-04"W 20.88 feet; thence N85°-42'-31"W 35.41 feet to the point of termination.

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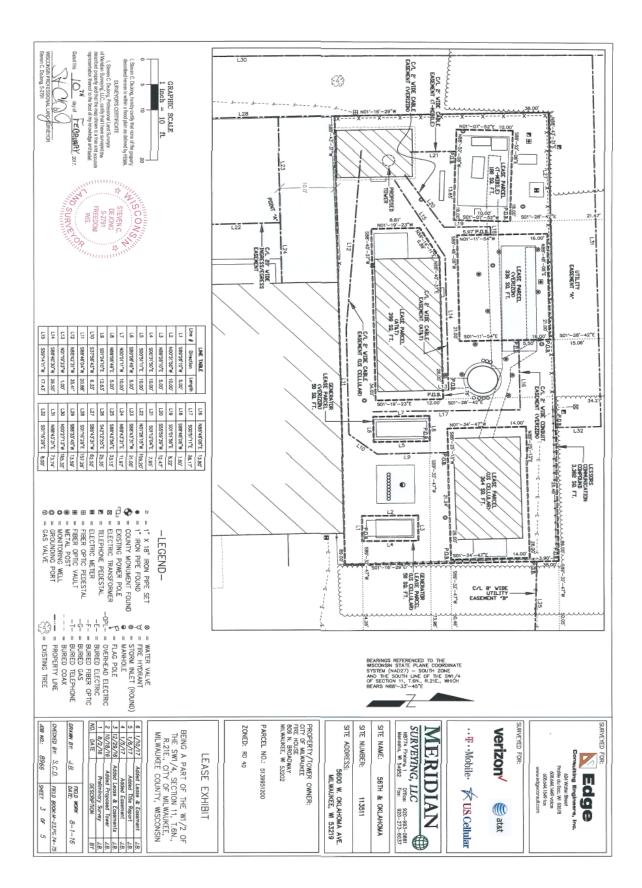
DEPICTION OF LESSEE'S LEASE PARCEL (NEW SURVEY)



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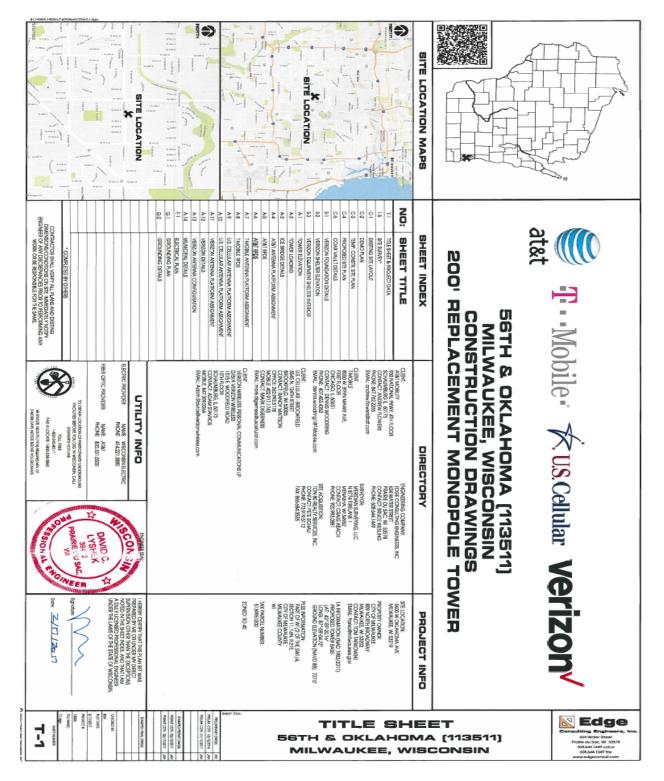


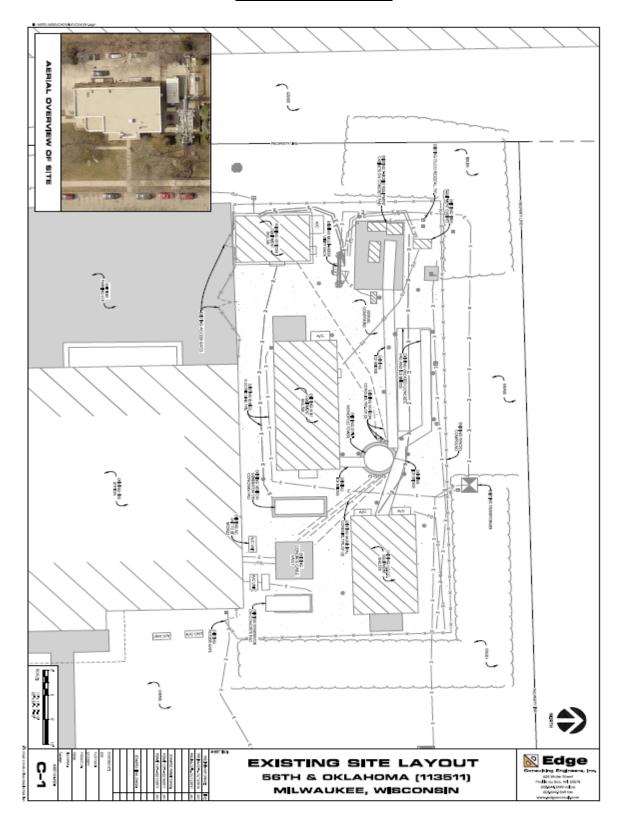
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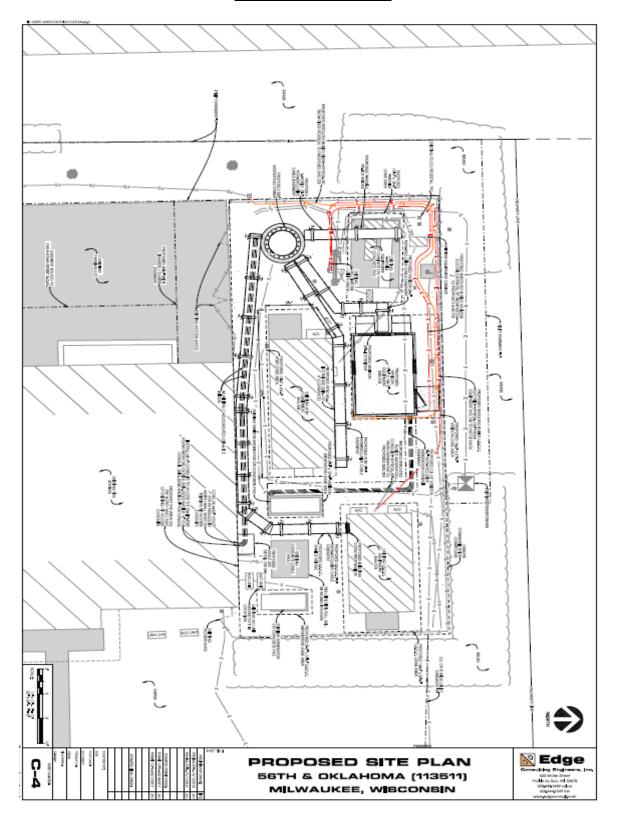


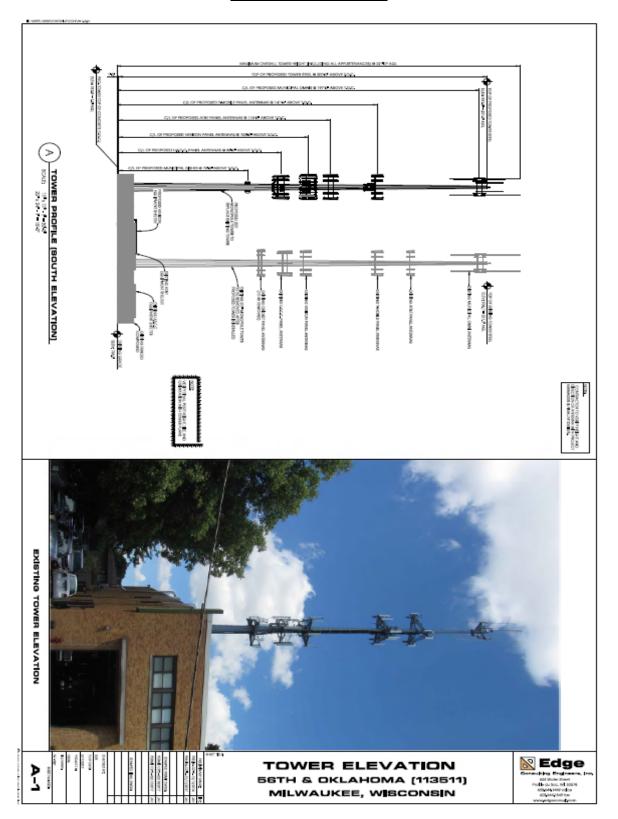
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EXHIBIT C-1 NEW CONSTRUCTION DRAWINGS

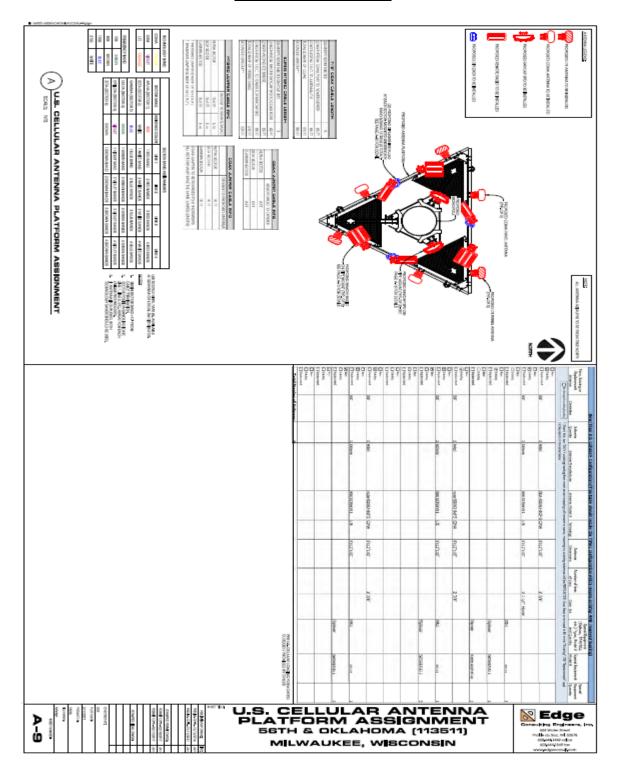


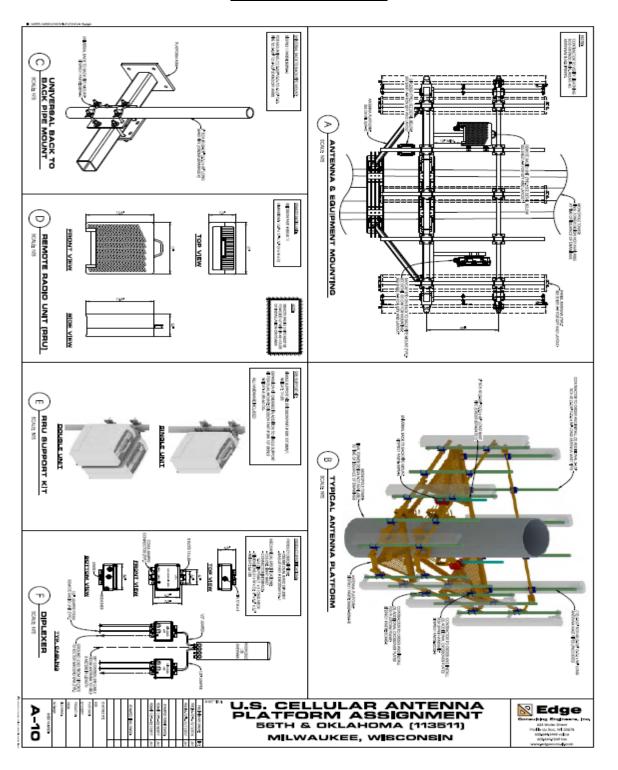






		PROPOSED TOWER LOADING TABLE	_		
(4) EW63	DISH	MPRC3649	4	MUNICIPAL	×
	SURGE PROTECTOR	RAYCAP RUSDC-6257-PF-48	2	US CELLULAR	88
	DIPLEXER	D8C0056FV51-1	5	US CELLULAR	BE
	RRU	ERICSSON RRU11	9	US CELLULAR	88
(2) 11/4" HYBRID	PANEL ANTENNA	KATHREIN 80010766/01	ω	US CELLULAR	88
(6) 7/8*	PANEL ANTENNA	ANTEL BXA-80063-8CF-5	ш	US CELLULAR	88
	SURGE PROTECTOR	RAYCAP RCZDC-3315-PF-48	3	VERIZON	103"
	DIPLEXER	ANDREW CBC721-DF-21-DCB	6	VERIZON	103'
	RRU	ERICSSON RRUS12 B12	gn.	VERIZON	103'
	RRU	ERICSSON RRUS12 B4	6	VERIZON	103'
(3) 1" HYBRID	PANEL ANTENNA	AMPHENOL HEX658CW0000G	6	VERIZON	103"
(12) 15/8"	PANEL ANTENNA	AMPHENOL WBXX85X18F400	w c	VERIZON	103"
BUNDLED FIBER (18)PAIRS	RRU	RRU - 32 - 866 (AWS)	50 1	AT&T	115
(1) RETCONTROL	RRU	RRU - 11 (700MHZ)	w	AT&T	115
S/c-r (a)	SUBGE ABISTOR	DC-6	u u	A18.T	116
RONDLED DC CABLE 9 PAIKS	PANEL ANTENNA	SBNHH-1000C-DL		ATET	116
	COVP	RAYCAP COVP #: RNSNDC-7771-PR-48PF / NOKIA MODEL: ASU9338TYP01	, w	T-MOBILE	141'-6"
	TMA	ETWZ00VS1ZUB TMAS	u	1-MOBILE	141'-6"
	TMA	ETW190VS12UB TIMAS	u	T-MOBILE	141'-6"
	RRU	FRIGRRUS	3	T-MOBILE	141'-6"
	RRU	FXFB RRUS	w	T-MOBILE	141'-6"
(3) HYBRID	PANEL ANTENNA	TMBXX-6517-A2M	9	T-MOBILE	141'-6"
(3) 1-5/8"	INWO	D883ZKE-XT	3	MUNICIPAL	197'
(1) 7/8 (AVAS-50)	INMO	MAXRAD MFB-9387	,	MUNICIPAL	197
(1) CATSe (belden 7918A)	INMO	SOLECTEX EXCEL - XL100-9049100	-	MUNICIPAL	197
(1) 7/8 (AVAS-SO)	INMO	COMMANDER TECHNOLOGIES (RFS) 455-7N	-	MUNICIPAL	197
[2] 15/8 (AVA7-50)	OMNI	AMPHENOL BCD-80010-EDIN-0	2	MUNICIPAL	197
(2) 7/8 (AVAS-50)	INMO	COMMANDER TECHNOLOGIES (RFS) 220-3AN	2	MUNICIPAL	197
(1) 7/8 (AVAS-50)	INMO	COMMANDER TECHNOLOGIES (RFS)220-7N	1	MUNICIPAL	197'
(Z) 15/8 (AVA7-50)	INMO	BNR-105-O-81	2	MUNICIPAL	197
COAX DETAILS	TECHNOLOGY/ APPLICTENANCE TYPE	MANUFACTURER & MODEL#	QTY.	CARRIER / OWNER	ANTENNA HEIGHT





U.S. Cellular® Site Name: 56th & Oklahoma Site Number: 784451

Exhibit D

Amended and Restated Memorandum of Lease

[See attached pages]