FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth 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 T-Mobile Central LLC, a Delaware Limited Liability Corporation, (hereinafter referred to as "<u>Lessee</u>"). Lessor and Lessee are at times collectively referred to hereinafter as the "<u>Parties</u>".

WHEREAS, the Parties previously entered into that certain Lease Agreement dated December 18, 2000, as amended by that certain First Amendment To Lease Agreement, that certain Second Amendment To Lease Agreement dated December 20, 2010, and that certain Third Amendment to Lease Agreement dated April 15, 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 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 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 <u>Exhibit C-1</u> (the "<u>New Construction Drawings</u>"), 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 <u>Exhibit B-2</u> (the "<u>New Survey</u>"). 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 and the transfer of ownership to Lessor, 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.

- Leased Premises. Upon transfer of ownership of the New Tower to Lessor, Lessor hereby leases to the Lessee a portion of that certain space on the New Tower in the location depicted on Sheets A-7 and A-8 of the New Construction Drawings ("New Tower Space"); together with the existing one hundred eighty (180) square foot parcel of land currently occupied by Lessee's equipment building ("T-Mobile 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 T-Mobile 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 "<u>Utility Easement B</u>"; 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 (T-Mobile)". The T-Mobile Equipment Lease Parcel, Ingress/Egress Easement, Utility Easement A, Utility Easement B, the 2' Wide Cable Easement (T-Mobile), and the Lessor's Communication Compound are legally described in Exhibit B-1, attached hereto and made a part hereof. The T-MOBILE Equipment Lease Parcel, Ingress/Egress Easement, Utility Easement A, Utility Easement B, and the 2' Wide Cable Easement (T-Mobile) are collectively referred to with the New Tower Space hereinafter as the "T-Mobile 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 "T-Mobile Lease Parcel". Lessee's interest in any portion of the Property not included in the T-Mobile Lease Parcel shall terminate upon commencement of the operation of the New Tower.
- 3. Equipment Installation. Upon completion of the New Tower, Lessor hereby grants permission to Lessee to install, maintain and operate on the T-Mobile Lease Parcel the radio communications equipment, antennas and appurtenances described on Sheets A-7 and A-8 of the New Construction Drawings (the "New Equipment"). All references to Exhibit C in the Lease are hereby deleted and replaced with references to the New Equipment. It is understood that VZW, with Lessee's consent and approval, has submitted the proposal for the New Equipment and the New Construction Drawings to Lessor, and Lessor has approved said items. Lessee may commence the installation of Lessee's New 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. Renewal Terms. The term of the Lease shall be extended for four (4) five (5) year terms, which began on December 19, 2015.
- 6. Rent Abatement. If there is a period of time between the removal of Lessee's existing equipment from the Existing Tower and the installation of Lessee's New Equipment on the New Tower, Lessee shall be entitled to Rent Abatement for the number of days that Lessee cannot operate its existing equipment and/or its New Equipment.

- 7. 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 7, 2001 in Reel 5024, Image 2595, as Document No. 8032842.
- 8. 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.
- 9. All capitalized terms used but not defined in this Amendment shall have the meaning, if any, set forth elsewhere in the Lease.
- 11. The Lease may be further amended or modified only by a written agreement signed by both Parties.
- 12. 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.
- 13. 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.

<u>LESSEE:</u>	
T-MOBILE CENTRAL, LLC	
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, 2017.	d 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 2017	
Assistant City Attorney	

[Exhibits Follow]

EXHIBIT B-1

LEGAL DESCRIPTION OF T-MOBILE LEASE PARCEL

LESSORS 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.

T-MOBILE 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 180 square feet (0.004 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 117.85 feet; thence S01°-28'-42"E 21.47 feet to the point of beginning; thence S01°-07'-52"W 10.00 feet; thence N88°-52'-08"W 18.00 feet; thence N01°-07'-52"E 10.00 feet; thence S88°-52'-08"E 18.00 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 Lessors Communication Compound.

T-MOBILE 2' WIDE CABLE EASEMENT

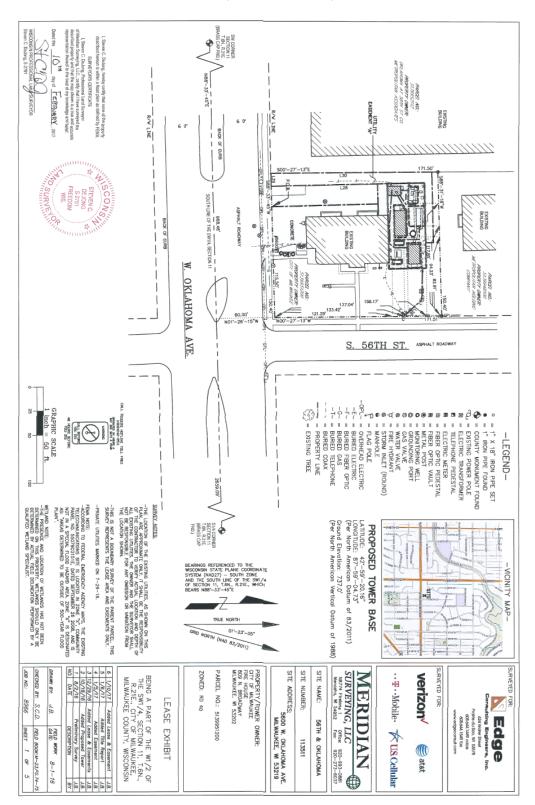
A part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) East, City of Milwaukee, Milwaukee County, Wisconsin containing 16 square feet (0.0004 acres) of land and being One (1) foot each side of and parallel to the following described line:

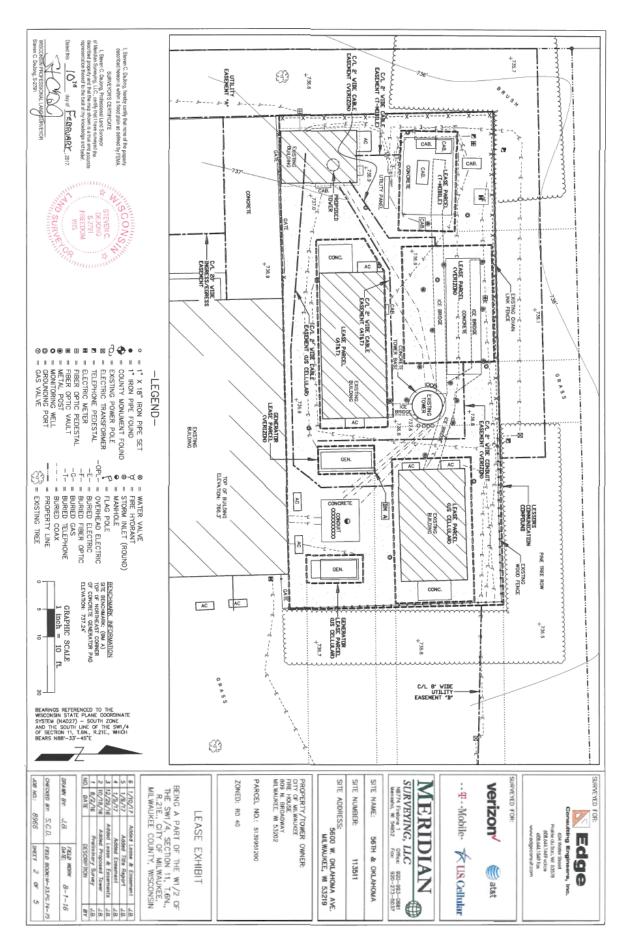
Commencing at the Southwest Corner of said Section 11; thence N88°-33'-45"E 968.46 feet along the south line of the SW1/4 of said Section 11; thence N01°-26'-15"W 60.00 feet to a point at the intersection of the north line of W. Oklahoma Avenue and the west line of S. 56th

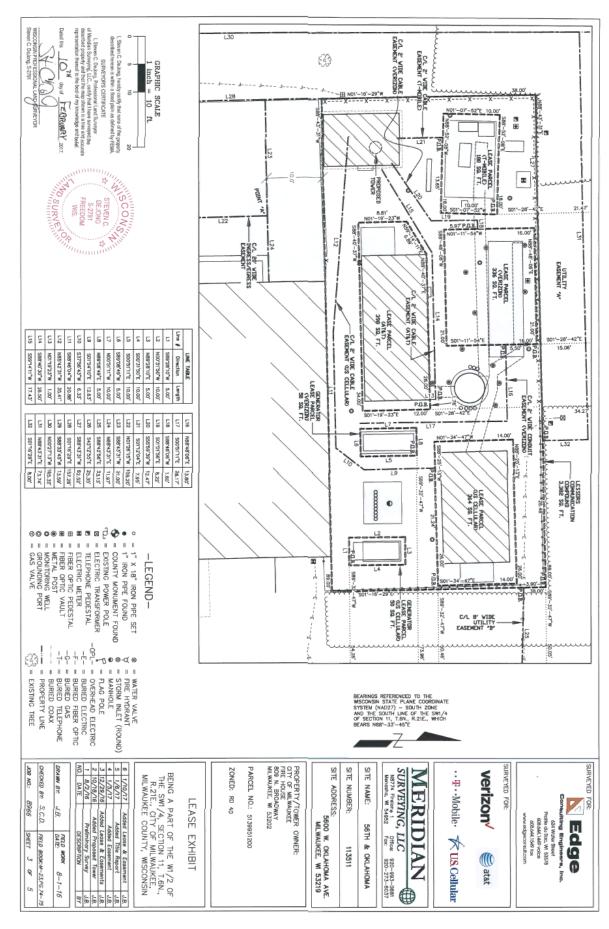
Street; thence N00°-27'-13"W 171.51 feet along said west line of S. 56th St., thence S88°-31'-18"W 117.85 feet; thence S01°-28'-42"E 21.47 feet; thence S01°-07'-52"W 10.00 feet; thence N88°-52'-08"W 13.65 feet to the point of beginning; thence S01°-12'-04"E 7.95 feet to the point of termination.

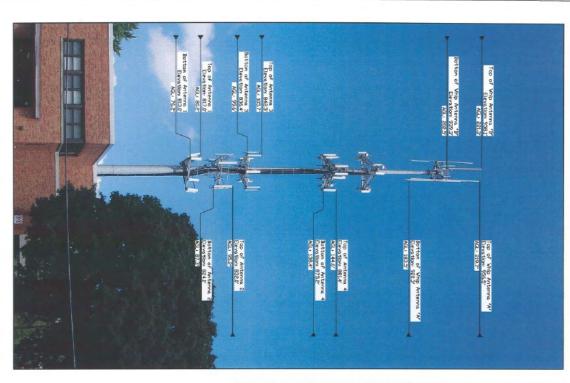
EXHIBIT B-2

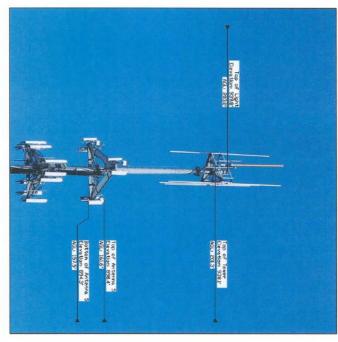
DEPICTION OF T-MOBILE LEASE PARCEL (NEW SURVEY)













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BENG A PART OF THE W1/2 OF THE SW1/4, SECTION 11, T.6N., R.21E., CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

PROPERTY/TOWER OWNER:
OTHER MISSIONALY
BEST MISSIONALY

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

SITE NUMBER:

SITE NAME:

56TH & OKLAHOMA 113511

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LESSORS 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 County, Wisconsin containing 3.382 aquate Sect (0.078 acres) of land and being described by:

Commercing at the Southwest Corner of said Section 11; thence N88*33*43*E 988.46 thet along the south like of the SW14 of said Section 11; thence N08*33*43*E 988.46 thet along the south like of the SW14 of said Section 11; thence N08*33*45*E 980.00 feet the spots at the intersection of the north line of W Odathorm Avenue and the west line of S. Sw6 Section thence N08*27*17*W 156.7 thet along said west line of S. Sw6 Sa, thence SW3*37*47*W 150.0 feet thence N08*34*45*17*W 150.0 feet thence N08*45*34*17*W 150.0 feet thence N08*45*31*E 980.00 feet to the point of beginning, being subject to any and all exements and restrictions of record.

UTILITY EASEMENT "A"

of the Southwest Quarter (SW1)4) of Section Eleven (11), Township Six (6) North, Renge Twenty-One (21) East, City of Milwauker ornaining 2,551 square feet (0,058 acres) of land sed being described by:

metring at the Southwest Course of said Section 11 thans NSS 374-57 958,64 feet along the count line of the SULID of the Course of the Course

8 FOOT WIDE UTILITY EASEMENT "B"

of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Runge Twenty-One (21) East, City of Milwaukee, nutre County, Wisconsin comaining 46% square best of land and being Four (4) feet each side of and parallel to the following described line:

emercing the Sommert Corner of raid Section 11; better 1887-31-47 E-98,46 feet along the month level of the SNH did raid Section 11; better 1887-31-47 E-98,46 feet along the month level of the SNH did raid Section 11; better 1897-31; 52 Feet 1997 E-98, 52 Feet

VERIZON 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 County, Wescensin constaining \$36 agains feet (0.008 acres) of land and being described by:

Communicing at the Southwest Corner of said Section 11; theres N83*-33*-45*TE 988, 46 feet along the south line of the SW1/4 of said Section 11; there N01*-25*:15*W.
600.0 feet to a point at the interestation of the north line of W. Odalabora Avenue and the word line of S. 56th Street, before N90*-27*:15*W 17.5 fight along said west
line of S. 56th Str., theres, 58*-37*:17* W 19.5 feet theres 59*-27*-27* E. 156 of the to be point of Segiming theres 59!*-11*-5*E. (6.00 feet the most 98*-45*-05** E. 100 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet the most 98*-45*-05** E. 100 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet the section 19*-25** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the section 19*-25** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the section 19*-25** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the section 19*-25** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11*-15** E. (6.00 feet to the point of Segiming there 59!*-11** E. (6.00 feet to the point of Segiming there 59!*-11** E. (6.00 feet to the point of Segiming there 59!*-11** E. (6.00 feet to the point of Segiming there 59!*-11** E. (6.00 feet to the poi

VERIZON 2" WIDE CONDUIT EASEMENT

at of the West Ind (WLD) of the Southwest Quence (SWL) of Section Beven (11), Township Six (6) Nexthe Range Travery-One (2) East, Cyc of Allwardsee, market County, Wilcomin containing 80 square feet (10,000 series) of land and being One (1) foot each side of and parallel to the following described line: marketing at the Southwest Counter of and Section 11; these (1895; 3), 34, 97; 85,84,6 and lang the south line of the SW Ha of said Section 11; these (1895; 3), 34, 97; 85,84,6 and lang the south line of the SW Ha of said Section 11; these SW 17-25.15 W Offert to a point of the interaction of the north line of W. Olithorou Avenue and the west line of \$.5 (8th Street, these: NUT-27-17 W W 17.5.1 feet along said west of \$.5 (8th S. these c. 818); 11; W W 42.2 feet; these 65.91" 22–47" 1.5 (6 feet; thence 501" -11.5 "W 5.5.00 feet to the point of termination.

VERIZON 2' WIDE CABLE EASEMENT

t of the West Half (W.I.Z) of the Southwest Quarter (SW.IA) of Section Eleven (11), Township Sit (6) North, Range Twenty-One (21) East, City of Milwaukee, nutee County, Wisconsin containing 43 square feet (0.00) acres) of land and being One (1) foot each side of and parallel to the following described line:

VERIZON GENERATOR LEASE PARCEL

t of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Runge Twenty-One (21) Esst, City of Milwaukers subre County, Wisconsin containing 50 square freet (0.001 acres) of land and being described by:

AT&T LEASE PARCEL

of the West Half (W1/2) of the Southw of the Southwest Quarter (SW 1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) East, City of Milwaukee oztaining 398 square feet (0.009 acres) of land and being described by:

AT&T 2' WIDE CABLE EASEMENT

A part of the West Half (WLZs) of the Sendowert Quarter (SWL/s) of Sention Eleven (11). Township St. (6) North Bangs "Puerty-Care (21) Est, Clay of Milwaukee, Milwaukee County, Wisconsin containing, 9 square feet (2002 xcmr) of ends and being One (11) Not each abot of and parallel to the following described line:
Commencing at the Southers Counce of sale Sections 1.1 thereos 88.23 x-57 Sigs 68.6 the slowing the south line of the SWL/s Sigs 68.1 show the Counce of the SWL/s Sigs 68.1 show the Counce of the SWL/s Sigs 68.1 show the Counce Sigs 69.2 show the SWL/s Sigs 68.2 show the Counce Sigs 69.2 show the SWL/s Sigs 69.2 show the Counce Sigs 69.2 shows the Counce SWC-27-13 W 17.1 SI feet along said sent line of S. Solo Sigs 11.8 when SSS 69.4 Sigs 69.2 show the SWL/s Sigs 69.2 shows SSS 69.2 show the SWL/s SSS 69.2 shows SSS 69.2 show the SWL/s SSS 69.2 shows SSS 69.2 show the SWL/s SSS 69.2 show the SWL/s SSS 69.2 shows SSS 69.2 show the SWL/s SSS 69.2 shows SSS 69.2 show the SSS 69.2 show the SSS 69.2 shows S

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 Milwasines, univer County, Wisconsin containing 180 square feet (0.004 acres) of land and being described by:

Commenting at the Southwest Corner of said Section 11; thence N89*-33*-43°E 988, 46 thet along the south lite of the SW14 of said Section 11; thence N01*-25*-15*W

500 Offect to a point at the intersection of the north ine of W. Opiaborna Avenue and the west line of S. 56th Steeper thence N09*-27-13* W 17.13 feet along and west
line of S. 56th St, thence S85*-31*-18* W 11.35 feet; theorem 27.75-24*-27-12.14 feet to be optoin of Seguinang; thence S01*-07*-27*-27*-10.00 feet; thence N01*-07*-27*-27*-21.24*-27*-21.24*

T-MOBILE 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 364 square foot (0.008 acres) of land and being described by: US CELLULAR LEASE PARCEL

US CELLULAR 2' WIDE CABLE EASEMENT

A part of the West Half (W172) of the Southwest Quarter (SW14) of Section Eleven (11), Township Sta (6) North, Range Twenty-One (21) Eart, City of Milwasiate, Mil

Commercing at the Southwest Center of said Section 11; thence NRF-33*-45*E 968, 66 feet along the south line of the SW like of said Section 11; thence NO1*-26-13*W 6.000 feet to a point at the intersection of the south line of Pr. Oslahoma Avenue and the west line of S. 56th Street, thence NO7*-27-13*W 137/34 beet along said west line of S. 56th Str.; thence SSP-32-47*W 9.0.66 feet, thence SSP-32-47*W 2.0.66 feet to the point of beginning thence SSI*-32-10*E 1.2.65 feet; thence SSI*-32-40*W 3.35 feet; thence SSI*-32-40*W 3.35 feet; thence SSI*-32-40*W 3.54 feet to the point of termination.

US CELLULAR GENERATOR LEASE PARCEL

A pair of the West Half (W17) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Euroge Twenty-One (21) East. City of Milweubee, Milweubee, Milweubee (Austry, Wiscoulin containing 5) supraire face (0.00) area) of tand and being described by:

Commenting at the Southwest Corner of sald Section 11; shower SHR* 37.3.47° Sg. Ald fixe along the south line of the SW1/4 of Sg. Ald Section 11; shower SHR* 37.3.47° Sg. Ald fixe along the south line of the SW1/4 of Sg. Ald Section 11; shower SHR* 37.50° Sg. Ald Section 12; shower SHR* 37.50° Sg. Ald Section 14; shower SHR* 37.50° Sg. Ald Section 15; shower SHR* 37.

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 Milor County, Wisconsin containing 2,674 square feet (0.060 neres) of land and being Ten (10) feet each side of and parallel to the following described line:

Commencing at the Southwest Comer of said Section 11; thence N87°-35′-45″E 968.46 feet along the south line of the SW14 of said Section 11; thence N07°-26-15′'W 90.09 feet to a point at the immension of the morth line of W. Oslahoma. Avenue and the west line of S. 506. Sees, thence \$85°-31–57′W 11.50 feet along the morth line of said W. Oslahoma. Avenue of the point of the primit of the prim

PARENT PARCEL

That part of the West 1/2 of the Southwest 1/4 of Section 11, Township 6 North, Range 21 East, in the City of Milwanker, County of Milwanker, Sone of Wiscords, described in Softwar, to wei:

Commencing is spinio on the South line of suid LM Soction 312 feet. Were of the Southeant course of the West LD of said Aff Soctions theme Month on a line gentled in the Exacting of the West LD of said Aff Soction 325 feet on point, theme West on a line gentled on the Southeant Course of the West LD of said Aff Soction 325 feet on point, theme West and line gentled on the Southeant Course of the West LD of said Aff Soction 154 off seet as point, theme Exist on a line gentled to the South line of said Aff Soction 325 feet to a point, theme Southeant Course of the Southeant Course of the Soction 325 feet to a point, theme Southeant Course of the Southeant Course of the Society of the Society Aff Society of the Society Aff Society of the Society Office of the Soc

TITLE REPORT REVIEW

TITLE REPORT: Fits American Title Insurance Company
COMMITTANENT NO. NCS-82974.3-AKE:
EFFECTIVE DATE: December 09, 2016
FEE SIMPLE TITLE VESTED IN: City of Milwanker, a municipal corporation

FEBRUARY 10, ZOIT SHOW

THE STATEMENT OF APPLICABILITY REPERS TO THE LEASE SITE AND ANY EASEMENTS PERTINENT THERELIND WHERE STREAMS ENCLINEERANCES AFFECT THE LEASE SITE ANDORA A PERTINENT EASEMENTS PERTINENT PRESENTED AS JACK.

SCHEDULE B-II

(1-9) These are general

(10) lagress and Egrest Essement, (Helip Essement and Coxy. Coble Essement as set forth in Memocrathers Coxy. Coble Essement 48, 8072842. This document Vo. 8072842. This document cross the lease purcet. Applies and is plotted and shown. of Lease by and between City of Milwanikee and VoiceStream PCS II discloses an 8' wide utility and a 4" wide coax exsement that will

(11) Essement for tappers and utilizies as set forth in Menorandum of Least by and tenence for Cellular recorded March 8, 2002 in Red 5780, lunga 599, as Document No. 528538. This does describe a beats or estement area. Applies to parent parent, but cannot be necessitely mapped. l United States Cellular Operating Company d.b.a U.S. leathon purposes only and does not specifically

(12) Grants, agreement, covenants and restrictions as set forth in Grant of Easoment by and between recorded June 14, 2002 in Reel 5349, Image 643, as Document No. 8297844. This document disclosure City of Milwaukee of Ingress/egress s Personal Communications LP and is plotted and shown.

11)) Manguadan of Agenemi by and between Vericas Werkets Resould Communication II. D 46th Vericos Windows (26th Princip Services Windows (26th Princip Services) Windows (26th Princip Service

(14) Terms, provident and retrictions on use as set forth in Leste as re-idenced by Memorrathm of Leste by and decrease City (Millousides and Tolescop Brainy, L.L.C. recorded Munch, 2020 in Red. 5533, Image 2244, as Document No. 84705/0. This document does not specifically describe a haste or elements area. Applies to percel, but cannot be accompletely mapped.

SURVEYED Consulting Engineers, Inc. 624 Water Sheet Prairie du Sac, WI 53578 608,644,1449 volce 608,644,1549 fax www.edgeconsulf.com Edge

SURVEYED FOR: verizon

(11) at&t

MERIDIAN

Fox 920-993-0881

SURVEYING, LLC SITE NAME: Menasha, W 54952 56TH & OKLAHOMA

SITE ADDRESS SITE NUMBER: 5600 W. OKLAHOMA AVE. MILWAUKEE, WI 53219 113511

PROPERTY/TOWER OWNER: CITY OF MILWAUKEE FIRE HOUSE 809 N. BROADWAY MILWAUKEE, WI 53202 PARCEL NO.: 5139951200 ZONED: RD 40

LEASE EXHIBIT

BEING A PART OF THE W1/2 OF THE SW1/4, SECTION 11, T.6N., R.21E., CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

	0	1 8,	2 10,	3 12	4 1/	5 1/	6 7/
	DATE	8/2/16	10/18/16	12/29/16	15/17	16/17	10/17
		Pr	Adde	Added	A	Ad	Added
MAKIN ULSES	DESCRIPTION	eliminar	nd Prop	Added Lease & Easements	Added Easement	Added Title Report	edded Lease & Easement
	PTION	ninary Survey	ased T	& Ease	osemen	le Repo	OK COS
		ey	OWEY	aments	36	ort	cment
	BY	J.B.	J.B.	J.B.	J.B.	J.B.	J.B.

YOU BOY CHECKED BY S.C.D. DRAWN BY

8966

SHEET 5 OF TRELD BOOK-M-23,PG 74-75 J.B.

DATE

8-1-16

EXHIBIT C-2 NEW CONSTRUCTION DRAWINGS

Exhibit D

Amended and Restated Memorandum of Lease

[Form to be inserted by T-MOBILE]