Site Name: 56th & Oklahoma Location: 113511 Attorney/Date: HB/3.22.17

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Tower Lease Agreement ("Second Amendment") 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 "Lessor"), and Verizon Wireless Personal Communications LP, 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 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 (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 has agreed to remove the Existing Tower and install a new two hundred foot (200') self-support monopole tower ("New Tower") in an alternate location on the Property for the benefit of Lessor, Lessee 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>. Lessee shall install the New Tower described on Sheets A-1 through A-4, 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-2</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>"). Lessor and its current tenants, AT&T, US Cellular and T-Mobile, have certain equipment located on the Existing Tower. Following such relocation/removal, Lessor hereby authorizes Lessee, at its sole cost and expense, and Lessee shall demolish and remove the Existing Tower, the existing conduits, the existing inspection well, and that portion of the existing concrete pad and Ice Bridge pursuant to the demolition plan shown on Sheet C-2 of the New Construction Drawings.

Upon completion of the construction of the New Tower, Lessee's equipment building, and the installation of Lessee's equipment on the New Tower as contemplated herein, Lessee shall transfer and convey ownership of the New Tower to Lessor by a bill of sale in the form attached hereto as <u>Exhibit D</u>. Upon delivery of the bill of sale, the New Tower shall become the property of Lessor, Lessee shall have no further responsibility, liability or obligation with respect to the New Tower and Lessee shall not be required to remove the New Tower notwithstanding any removal

requirements contained in this Second Amendment. Upon 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. In no event shall Lessor take ownership in any other equipment or property of Lessee whatsoever including, but not limited to Lessee's antennas or other equipment installed on the New Tower.

Provided that Lessee has received all necessary permits and approvals from appropriate governing bodies, Lessee may immediately commence the installation of the New Tower depicted on the New Construction Drawings, provided Lessee shall coordinate all construction work performed by Lessee in advance with the MFD, so as not to materially and adversely interfere with the MFD's operations on the Property. Lessee reserves the right to replace Lessee's equipment on the New Tower with similar and comparable equipment provided said replacement does not increase tower loading of the New Tower.

<u>Leased Premises</u>. Upon transfer of ownership of the New Tower to Lessor, hereby leases to the Lessee a portion of that certain space on the New Tower in the location depicted on Sheets A-1, A-11 and A-12 of the New Construction Drawings ("Tower Space"); together with the three hundred thirty six (336) square foot parcel of land for the installation of Lessee's equipment building ("Verizon Equipment Lease Parcel"), and the fifty (50) square foot parcel of land currently occupied by Lessee's generator ("Verizon Generator Lease Parcel") in the locations depicted on Sheets 2 and 3 of the New Survey (collectively the "Verizon Land Space"); together with the nonexclusive 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 Tower Space and the Verizon Land Space in the location depicted on Sheets 1-3 of the New Survey as the "Ingress/Egress Easement"); together with the nonexclusive 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 nonexclusive eight (8) foot wide easement in the location depicted on Sheets 2 and 3 of the New Survey as "Utility Easement B"; together with an non-exclusive two (2) foot wide conduit easement in the location depicted on Sheets 2 and 3 of the New Survey as the "2' Wide Conduit Easement (Verizon)"; 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 (Verizon)"; and together with any further rights of way over and through the Lessor's Communication Compound for the installation and maintenance of utility wires, poles, cables, conduits, and pipes, subject to approval between the parties ("Further Rights of Way"). The Verizon Land Space, Ingress/Egress Easement, Utility Easement A, Utility Easement B, the 2' Wide Conduit Easement (Verizon), the 2' Wide Cable Easement (Verizon), and the Lessor's Communication Compound are legally described in Exhibit B-1, attached hereto and made a part hereof. The Verizon Land Space, Ingress/Egress Easement, Utility Easement A, Utility Easement B, the 2' Wide Conduit Easement (Verizon), the 2' Wide Cable Easement (Verizon), and the Further Rights of Way (subject to approval between the parties) are collectively referred to with the Tower Space hereinafter as the "Verizon 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 "Verizon Lease Parcel". Lessee's interest in any portion of the Property not included in the Verizon Lease Parcel shall terminate upon commencement of the operation of the New Tower.

In the event any public utility is unable to use the Ingress/Egress Easement, Utility Easement A, Utility Easement B, the 2' Wide Conduit Easement (Verizon), the 2' Wide Cable Easement (Verizon), the Lessor hereby agrees to approve of the grant of additional rights of way either to the Lessee or to the public utility within the Lessor's Communication Compound at no cost to the Lessee, which approval shall not be unreasonably withheld, conditioned or delayed.

- 3. <u>Equipment Installation</u>. Lessor hereby grants permission to Lessee to install, maintain and operate on the Verizon Lease Parcel the radio communications equipment, antennas and appurtenances described on Sheets C-4, C-5, S-1 through S-3, A-1 through A-3, A-11 through A-13, E-1, G-1 and G-2 of the New Construction Drawings (the "New Equipment"). All references to Exhibit C-1 in the Lease are hereby deleted and replaced with references to the New Equipment. It is understood that Lessee has submitted the proposal for the New Equipment and the New Construction Drawings 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 the installation of Lessee's New Equipment, provided Lessee shall coordinate all installation work performed by Lessee in advance with the MFD, so as not to materially and adversely interfere with the MFD's operations on the Property. Lessee reserves the right to replace the aforementioned equipment with similar and comparable equipment on the Verizon Land Space.
- 4. <u>Environmental</u>. Lessor has been made aware that Lessee will generate excess soils (and potentially groundwater) during construction and that the soils (and groundwater, if encountered) may contain contamination which was not caused by Lessee (the "Pre-Amendment Environmental Conditions"). Lessee agrees, at its own cost, to characterize, transport, and dispose of at a certified Subtitle D landfill all soils (and groundwater, if encountered) that Lessee excavates as part of its installation. Unless obvious signs of contamination are observed (e.g., staining, odors, etc.), Lessee shall only sample the soils (and groundwater, if encountered) for purposes of waste characterization based on the historic use of the Property and as required by the receiving facility. If obvious signs of contamination are observed, Lessee shall immediately contact Lessor to determine how to proceed. Lessor shall sign any required waste manifests or waste profiles necessary as a result of the disposal of the soil (and groundwater, if encountered) and, if applicable based on characterization, take appropriate action to report the Pre-Amendment Environmental Conditions under any applicable federal, state, or local laws, regulations or rules.
- 5. The Parties agree to execute the Amended and Restated Memorandum of Agreement attached hereto and made a part hereof as <u>Exhibit E</u>, which shall amend, restate and replace the Memorandum of Agreement recorded November 26, 2002 in Reel 5464, Image 1206, as Document No. 8395459.
- 6. 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 Second Amendment, the terms of this Second Amendment shall take precedence. The terms used herein and not otherwise defined shall have the same meaning as set forth in the Lease.
- 7. All capitalized terms used but not defined in this Second Amendment shall have the meaning, if any, set forth elsewhere in the Lease.
- 8. The Lease may be further amended or modified only by a written agreement signed by both Parties.

- 9. This Second 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.
- 10. This Second 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 Second Amendment to be effective as of the last date written below.

LESSEE: VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, D/B/A VERIZON WIRELESS LESSOR: CITY OF MILWAUKEE By:_____ Tom Barrett, Mayor James Owczarski, City Clerk COUNTERSIGNED Martin Matson, City Comptroller Signatures of Tom Barrett, James Owczarski and Marton Matson, authenticated this day of _____, 2017. Jeremy R. McKenzie, Assistant City Attorney State Bar No. 1051310 Approved as to form and execution This day of 2017

[Exhibits Follow]

Assistant City Attorney

EXHIBIT B-1

LEGAL DESCRIPTION OF VERIZON 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.

VERIZON 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 336 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 171.51 feet along said west line of S. 56th St., thence S88°-31'-18"W 94.23 feet; thence S01°-28'-42"E 15.06 feet to the point of beginning; thence S01°-11'-54"E 16.00 feet; thence S88°-48'-06"W 21.00 feet; thence N01°-11'-54"W 16.00 feet; thence N88°-48'-06"E 21.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

VERIZON 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 133.42 feet along said west line of S. 56th St.; thence S89°-32'-47"W 73.96 feet to the point of beginning; thence S00°-51'-11"E 10.00 feet; thence S89°-08'-49"W 5.00 feet; thence N00°-51'-11"W 10.00 feet; thence N89°-08'-49"E 5.00 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.

VERIZON 2' WIDE CONDUIT 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 80 square feet (0.002 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 94.23 feet; thence S01°-28'-42"E 15.06 feet; thence S01°-11'-54"E 5.50 feet to the point of beginning; thence N88°-48'-06"E 13.80 feet; thence S00°-51'-11"E 26.17 feet to the point of termination.

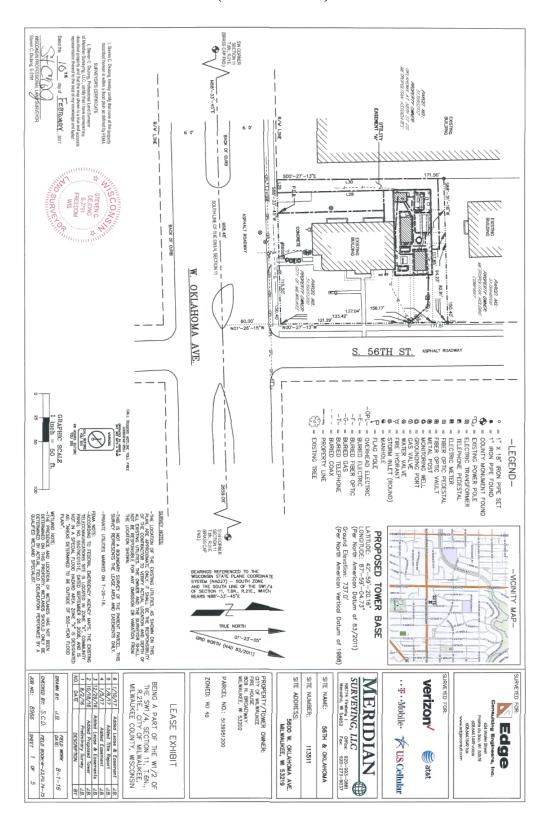
VERIZON 2' WIDE CABLE EASEMENT

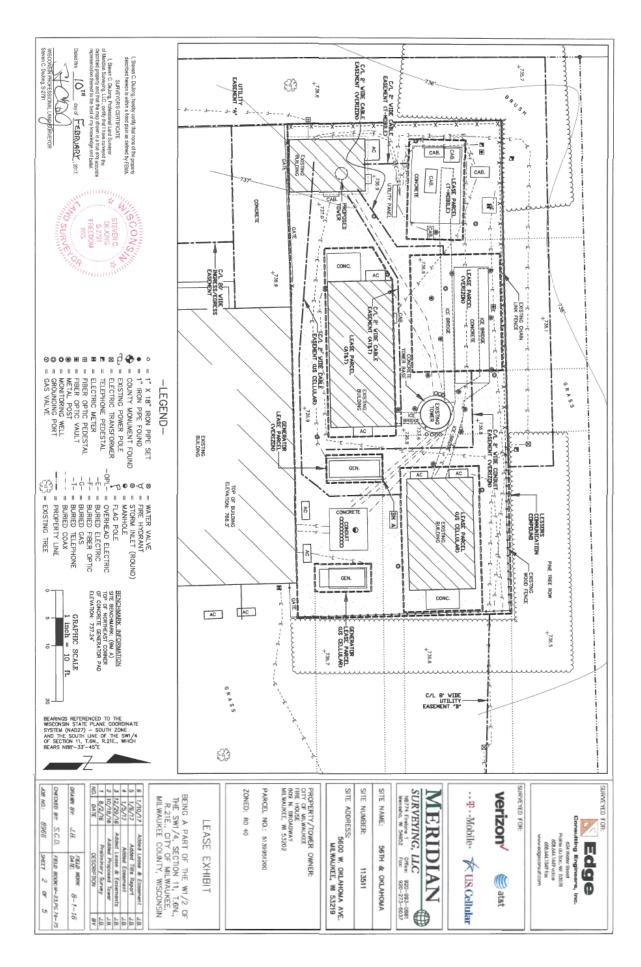
A part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) East, City of Milwaukee, Milwaukee County, Wisconsin containing 45 square feet (0.001 acres) of land and being One (1) foot each side of and parallel to the following described line:

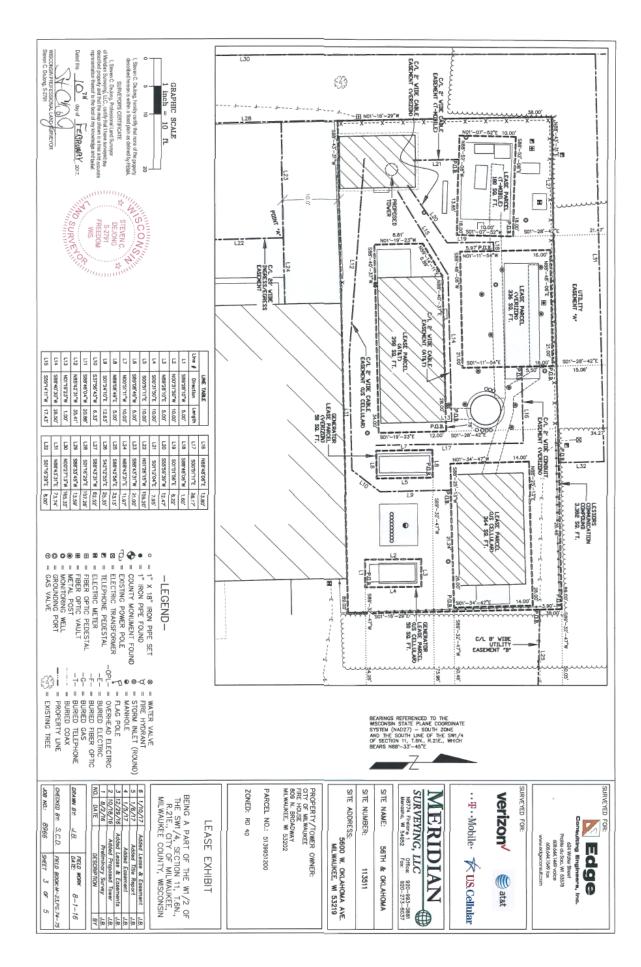
Commencing at the Southwest Corner of said Section 11; thence N88°-33'-45"E 968.46 feet along the south line of the SW1/4 of said Section 11; thence N01°-26'-15"W 60.00 feet to a point at the intersection of the north line of W. Oklahoma Avenue and the west line of S. 56th Street; thence N00°-27'-13"W 171.51 feet along said west line of S. 56th St., thence S88°-31'-18"W 94.23 feet; thence S01°-28'-42"E 15.06 feet; thence S01°-11'-54"E 16.00 feet; thence S88°-48'-06"W 21.00 feet; thence N01°-11'-54"W 5.97 feet to the point of beginning; thence S88°-48'-06"W 1.60 feet; thence S01°-01'-56"E 8.22 feet; thence S55°-59'-39"W 12.47 feet to the point of termination.

EXHIBIT B-2

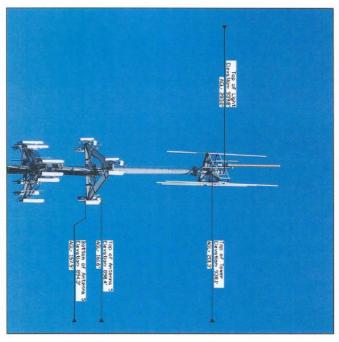
DEPICTION OF VERIZON LEASE PARCEL (NEW SURVEY)













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

PARCEL NO.: 5139951200

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LEASE EXHIBIT

SURVEYING, LLC
18774 Friedrin 1 Officer 920-983-0881 Mancachen, W 54822 Face 920-273-6937

SITE NAME: 56TH & OKLAHOMA
SITE NUMBER: 113511

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



LESSORS COMMUNICATION COMPOUND

of the West Half (W1/2) of the Southwer alcee County, Wisconsin containing 3,382 ing 3,382 rt Quarter (SW1/4) of Section Eleven (11), Township Stx (6) North, Range Twenty-One (21) East. City of Milwauker square feet (0.078 acres) of land and being described by:

Commercining at the Southwest Cornec of said Section 11; thence N88*-33*-45**E 968. 46 that along the touch like of the SW14 of said Section 11; thence N01*-36*-15*W of St. District that the product of the intervention of the north line of W. Okishorem Avenue and the west line of S. 56th Section between N02**C 7-13**W 35.0 The stating said west line of S. 56th Section 559*-53**-74**W 35.0 The stating said west line of S. 56th Se, thence SSS*-43*-31**E 950 feet thence N18*-63**-93**-93** Soft feet; thence NSS*-43*-31**E 950 feet to the point of beginning, being subject to any and all resonments and restrictions of record.

UTILITY EASEMENT "A"

t of the West Holf (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) Ests, City of Milwaubee, under County, Wisconsin containing 2,551 square feet (0.058 acres) of land and being described by:

necing at the Southwest Conter of said Section 11; thence N85°-33'-45" S968, 46 feet aboug the soon like of the SW1/4 of said Section 11; thence N01°-25°:15 "We to a point at the intersection of the north line of W. Okhiloman Avenue and the sensition of S. 56th Steepet thence SW2-27':15" W. 553. Feet about gastle west S. 56th S., chemes S85°-23'-27'-47" W. 50.5 feet on beginn of beginning the chorece contents S85°-43'-27'' W. 50.5 feet on the point of beginning the chorece contents S85°-43'-27'' W. 50.5 feet on the point of the North line of W. Okhiloma Avenue; those S85°-33'-47" W. 15.5 feet along add from him: themes N01°-15'-15'' W. 50.5 feet on the point of beginning being adopted up any and all extrements and retrictions of record.

8 FOOT WIDE UTILITY EAXEMENT".

of the West Half (W17) of the Southerest Quarter (SW14) of Section Elevent [1]. Trouvally \$5. (0) Harth Kazery "revery-One [2] Bost, City of Allwandson, where Course Westernian containing 468 against these of intered in the Southwest Corner of said Section 11: there is 80 and 50 and 16 and 50 and 50 and 16 an

VERIZON LEASE PARCEL

mencing at the Southwest Connet of said Section 11; thence N38*33"-43"E 568. 46 feet along the south line of the SW14 of said Section 11; thence N31"-35"-15"W
Deter as point at the intersection of the north line of W. Oldshorna Avenue and the west line of S. 56th Steep: chance, R50"-27:1"W 17.3 feet along said west
S. 56th S., chance 588"-1; 11"W 94.23 feet houses 81"-28"-27" E 1.56 feet to repoint of beginning thereos 91"-11"-15" with 60 feet the case 91"-28"-27" E 1.56 feet to repoint of beginning thereos 91"-11"-15" with 60 feet the case 91"-28"-27" E 1.56 feet to the point of beginning the species on any and all exercises and restrictions of the chance 81"-28" the species of the point of beginning their subject to any and all exercises and restrictions of 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 Milin kee Courty, Wisconstin containing 336 square feet (0.008 acres) of land and being described by:

VERIZON 2' WIDE CONDUIT EASEMENT

A pain of the Weet Half (WLZ) of the Southwest Quanter (SWLA) of Section Elevers (11). Tomothip Sat (6) beach fatage "twang-One Zi] Disa. Cloy of Milmandsee, Milmandsee County, Wiscontin combining 30 square feet (10020 teers) of land as being Dos (1) foot exich side of and parallel to the following described line:

**Commencing at the Southmest Counter of said Section 11, thoses (48%-53.4-4°C) 59.8, 46 Section line; of the SWL late of Section 11 thoses (48%-53.4-4°C) 59.8, 46 Section line of the SWL late of Section 11 thoses (48%-53.4-4°C) 59.8 Old feet to a print at the intersection of the north late of W. Okhikoma Avenue and the worldine of \$.5,6th Stores; those (40°-27-13°W)71.51 feet along said west line of \$.5,6th Stores; the SWL late (18%-54)-11.5 W. SWL

VERIZON 2' WIDE CABLE EASEMENT

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, Wisconsin comming 45 square feet (0.00) screek) of land and being One (1) Scot each side of and parallel to the following described line:

VERIZON GENERATOR LEASE PARCEL

of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Range Twenty-One (21) Esst, City of Milwaukee, likee County, Wisconsin occelaining 50 squaree feet (0.001 scree) of land and being described by:

Commencing at the Southwest Corner of said Section 11; thence N88*33*43*E 508, 86 feet along the south line of the SW144 of said Section 11; thence N81*35*43*E 508, 860 feet a to a point at the intersection of the north line of W. Olshabam Avenue and the wast line of S. 56th Section thence N80*27*15*W 133.47 that shong said wast line of S. 56th S.; thence S89*24*2*W 130*6 feet to the point of beginning the north SW9*31*11*W 100 feet thence S89*24*2*W 130*6 feet to the point of beginning the north SW9*11*11*W 100 feet thence S89*24*W 130*6 feet to the point of beginning the north S89*24*1*W 130*6 feet to the point of beginning thency and all exements and restrictions of record.

AT&T LEASE PARCEL

ant of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) North, Enage Twenty-One (21) Eart, City of Milweuker, sunsider Champy, Wacomin commining 398 square feet (10009 serse) of land and being described by:
where the Southwest Champy of Corner of and Section 11; Induces (NSF) 3-3/4-75 80.66 de to along the south line of the SW1/4 of raild Section 11; Induces (NSF) 3-3/4-75 80.66 de to along the south line of the SW1/4 of raild Section 11; Induces (NSF) 3-3/4-75 80.66 de to along the south line of the SW1/4 of raild Section 11; Induces (NSF) 3-3/4-75 80.66 de to along the south line of the SW1/4 of raild Section 11; Induces (NSF) 3-3/4-75 80.06 de to along the south line of the SW1/4 of raild Section 11; Induces (NSF) 3-3/4-75 80.06 de to along 3-3/4-80 80.06 de to along south line of the SW1/4 along south line of the S

AT&T 2' WIDE CABLE EASEMENT

of the West Half (W1/2) of the Southwest Quetter (SW1/4) of Section Eleven (11), Township Stx (6) North, Range Twenty-One (21) Bass, Chy of Milwukee County, Wisconsin containing 90 square feet (0.002 acres) of liend and being One (1) foot each side of and parallel to the following described line: ncing at the Smuthwest Corner of said Section 11; thence NBS*-33.4-5TE 566, 46 feet along the south line of the SW14 of said Section 11; thence NBS*-33.4-5TE 566, 46 feet along the south line of the SW14 of said Section 11; thence NBS*-51.5TW to so point at the interrection of the moth line of the Collaboran A venue and the west line of \$5.550 Sect; thence NSS*-3T-3TW 171.51 feet soing said west. SSS-35 Sect; thence SSS*-35 S

of the West Half (W1/2) of the Southwest Quarter (SW14) of Section Eleven (11), Township Six (5) North, Range Twenty-One (21) East, City of Milwasines, uses County, Wisconsin countring (80 square feet (0.004 acres) of land and being described by:

menting at the Southwest Corner of stablescien 11: theses 1487-37-479 598,46 dest along the count line of the SVI 46 of stablescien 11: there and 17-25-1599.
If one to a print in the intermental of the month line of 140. Distablessed venues and the user line of 5. 56th Street, these 2400-27-27-199 (17) 15 first obergainst and the user line of 5. 56th School between 2400-27-27-199 (17) 15 first obergainst phone 501-57-57-57 (179-17) 16,000 lett, there is 531-57-57 (179-17) 16,000 lett, there is 531-57-57

T-MOBILE 2" WIDE CABLE EASEMENT

A part of the West Half (W1Z) of the Southwest Quarter (SW14) of Section Eleven (11), Township Six (6) Nexth, Range Twenty-One (21) East, City of Millionibles, Milwankee County, Wiscosth containing is de Souther (4) square feet (0.0004 acres) of land and being One (1) lines exchange of and parties for one planning descriped line:
Commencing at the Southerse Counter of said-Section 11; senses 1887°-33°-33° Six (8) square and one planning and the Southerse Counter of said-Section 11; senses 1887°-33°-33° Six (8) square and one south line of the SW161 and Section 11; senses 1881°-35°, 15° W 60.00 feet to a point of the senses 200° 35° Six (1) Six (1) Six (2) Six (3) Six (3

US CELLULAR 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 Twestry-One (21) East, City of Milwaukee, Milwaukee County, Wisconsin containing 364 aquate fort (0.008 acres) of land and being described by:

US CELLULAR 2' WIDE CABLE EASEMENT

A part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (5) North, Range County, Wisconsin constituing 151 square feet (0.003 acres) of land and being One (1) front each side of and parallel to the fo One (21) East, City of Milwaukee, Milwaukee

Commencing at the Southwest Corner of said Section 11; thence NRF*-33*-45°E 968, 46 feet along the routh line of the SW14 of said Section 11; thence NO1*-26*-15"W 6000 feet to a point at the intersection of the south line of W. Oslaberna Avenue and the west line of S. 500 Street, thence NO7*-27*-13"W 137.04 feet along said west line of S. 500 th. Street, thence NO1*-27*-13"W 137.04 feet along said west line of S. 500 th. Street, thence NO1*-27*-13"W 137.04 feet along said west line of S. 500 th. Street, thence NO1*-24*-10"E 1.26 feet; thence SST*-50*-64"W 6.31 feet; t

US CELLULAR GENERATOR LEASE PARCEL

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 Milwaulee, Milwaulee, Wisconsin containing 30 square feet (10.01) acres) of land and being described by:

Commencing at the Southwest Corner of said Section 11; thence NSP*-37*-57*E 968, 46 feet along the south line of the SW [14 of said Section 11; thence NOI*-26:15*W 60.00 feet to a point at the immension of the south line of W. Collabora. Avenue and the west line of S. 566 Street theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theore NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west line of S. 566 Street, theorem NOI*-27:17*W 12.125 feet along said west lin

Commencing at the Southwest Corner of said Section 11; thence NNS*-33*-37*E 868.46 feet along the south line of the SW114 of said Section 11 states NNS*-26*-35*-37*-37*E 868.46 feet along the south line of the SW114 of said Section 11 states NNS*-26*-35*-37*-37* I 1.50 feet along the more line of said W. Olahhoma Avenue to the spoint seet and the west line of 8.5 Mo Steets thence SSS*-33*-45** V 1.55 feet along the more line of said W. Olahhoma Avenue to the point of beginning those NNS*-26*-55*-55*-55* V 1.95 1 feet to a point herein after referred to at Fourt "7*, those SSS*-20*-15** V 2.64 feet to the point of termination. Also beginning as said bytem "7*, thence NNS*-20*-15** V 1.95 1 feet to the point of termination. The side had lines of said external are to be shortened or beginned to termination said north line of W. Olahhoma Avenue. of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (5) North, Range Twenty , Wisconsin containing 2,634 square feet (0.000 acres) of land and being Ten (10) feet each side of and parallel to the follows 20' WIDE INGRESS/EGRESS EASEMENT Mily

PARENT PARCEL

1/2 of the Southwest 1/4 of Section 11, Township 6 North, Range 21 East, in the City of Milwaukee, County of Milwaukee,

Communicing it spicies on the South line of suid LIA Section 121 feet. Were of the Southeast course of the West LIO of sale 3 (A Section 22 feet on partie the rest and of the Southeast course of the West LIO of sale 3 (A Section 22 feet on partie) point, there were not an interpretate on the Southeast course of sale 3 (A Section 22 feet on partie) point, there were not a line pretated to the Southeast course of sale 113 of sale 41 (A Section 123 of the rest a point, there were not a line pretated to the Southeast feet of sale 134 (A Section 22 feet on partie), there were not sale 134 of the sale 134 (A Section 123 of the rest of sale 134 (A Section 22 feet on partie), there were not sale 134 (A Section 23 feet on partie), the sale 134 of 134 (A Section 23 feet on partie), the sale 134 (A Section 23 feet STEVEN C.

TITLE REPORT REVIEW

TITLE REPORT. First American Tide Insurance Company
COMMITTMENT NO. NCS-32874.3-MKE
EFFECTIVE DATE: December 09, 2016
FEE SIMPLE TITLE VESTED IN: City of Milwaukee, a manicipal of

THE STATEMENT OF APPLICABILITY REFERS TO THE LEASE SITE AND ANY EASEMBNTS PERTURENT THERE INTO WHERE SHECHED ENCLUMBRANCES AFFECT THE LEASE SITE AND/OR A FERTINENT EASEMENT, THEY ARE IDENTIFIED AS JACAL. SHOWN IN THE

SCHEDULE B-II

NOTE

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(10) Ingress and Egrest Externed; (10) Externed and Coar Cobbe Externed is at a finite in Memoratakan of Lease by and between Copy of Minimizer and Vocadement Proposition in recorded March 7, 2001; in Reed 1904, Image 2904, at 10 concerns the 3,007244. This document discloses as 8 while utility and a 4 white coar extension that it cross the tesser parent, Applies and is justiced and downs.

(11) Externed for impress and utilizies as set from in Memoratakin of Lease by and Networks Chip of Minimizer and United States Cellular Operating Company data II Cellular recorded Merch 5, 2002 in the 2015, 10 inges 1905, in Dominet (No. EXESS). This document was for notification up improves only and does not applicate of secretary and according to these or estements area. Applies not posted parent, but cannot be accurately mapped.

(12) Contin, agreement, coverants and restrictions as its efforth (Tongest Edizourus by and between C. City of Minimizer and Vocadem Record Communication (Continual Company). dilwaukee and United States Cellular Operating Company d.b.a U.S. was for notification purposes only and does not specifically

s Personal Communications LP and is plotted and shown.

(13) Memorandum of Agreement by and between Vericon Wireless Personal Communications LP 40th Vericon Wireless (9th Printed) Printed Communications, Labor Personal Communications, Labor Personal Communications, Labor United Sect. Inage 1254. In Execution 18, 2559-95. This document discloses as 8° wide for geographic assuments. In Execution 18, 2559-95. The document discloses as 8° wide for geographic assuments. Applies and a leptored and advent. (14) Terms, provision and matricious on use as set forth in Lease as referenced by Memorandson of Lease by and between City of Milmoulate and Telecory Reinly, LL.C. recorded March, (2033). The Section 18, 2559-95. The document area. Applies to parent parcel, but cannot be accurately mapped.

| 6 1/10/17 | Added Lease & Edsement | 5 1/6/17 | Added Tille Report | 4 1/5/17 | Added Tille Report | 4 1/5/17 | Added Tille Report | 5 1/5/17 | Added Lease & Edsement | 2 10/16/16 | Added Perposed Tener | 1 8/2/16 | Pedinicary Suvey | 1 8/2/16 | Pedinicary Suvey | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 18. 18.

SURVEYED FOR Consulting Engineers, Inc. 024 Water Street Prolife du Spc. W 58578 608.641,449 valce 608.643,597 for www.edgeconsult.com Edge

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PROPERTY/TOWER OWNER:	SITE ADDRESS: 5600 W. O MILWAUK!	SITE NUMBER: 1	
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RD 40	NO.: 5139951200	MILWAUKEE USE BROADWAY GEE, WI 53202
	ZONED: RD 40	PARCEL NO.: 5139951200 ZONED: RD 40

LEASE EXHIBIT

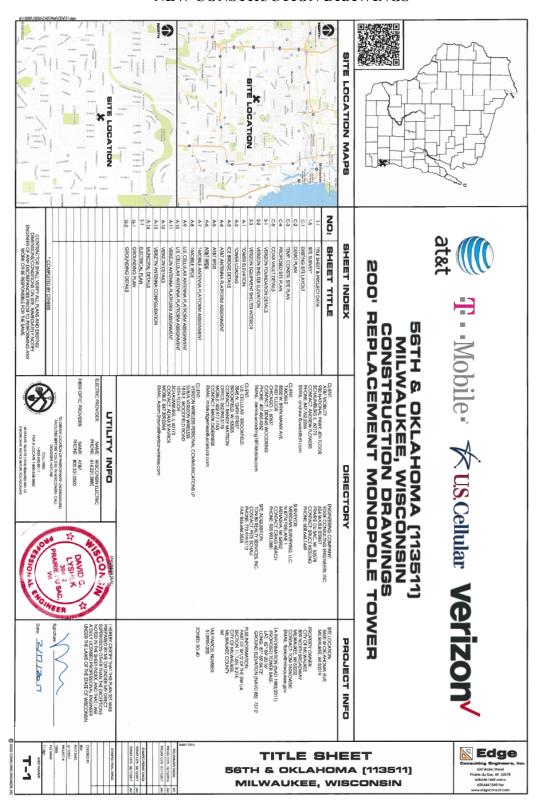
BEING A PART OF THE WI/2 OF THE SWI/4, SECTION 11, T.6N., R.21E., CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

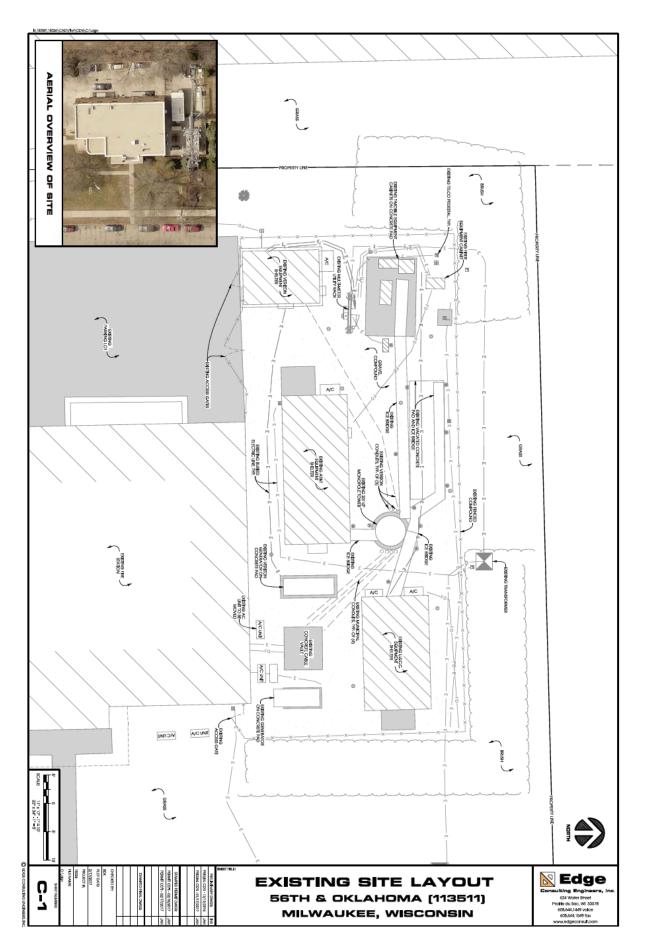
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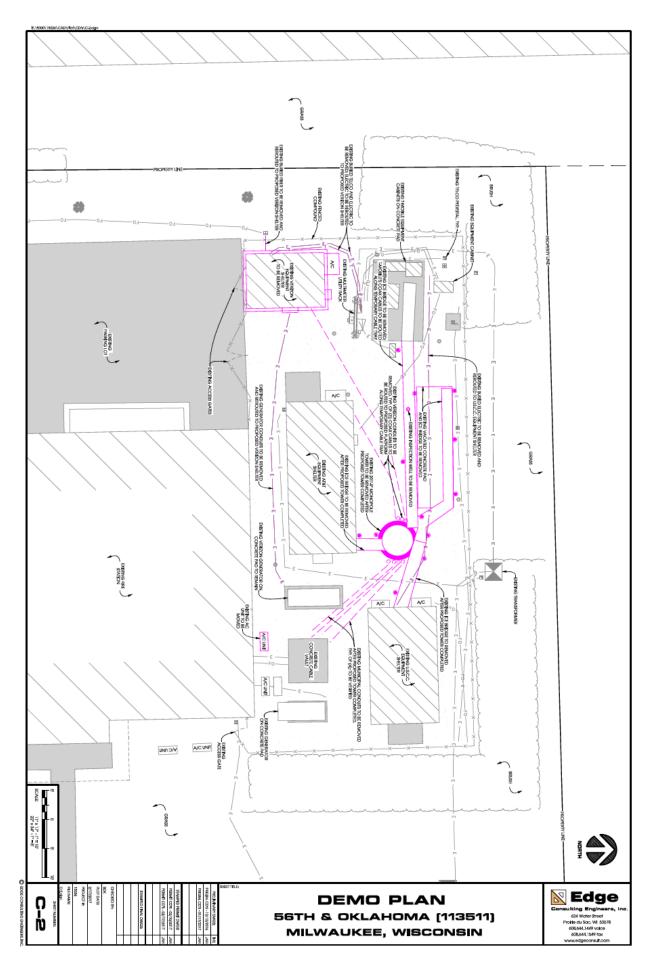
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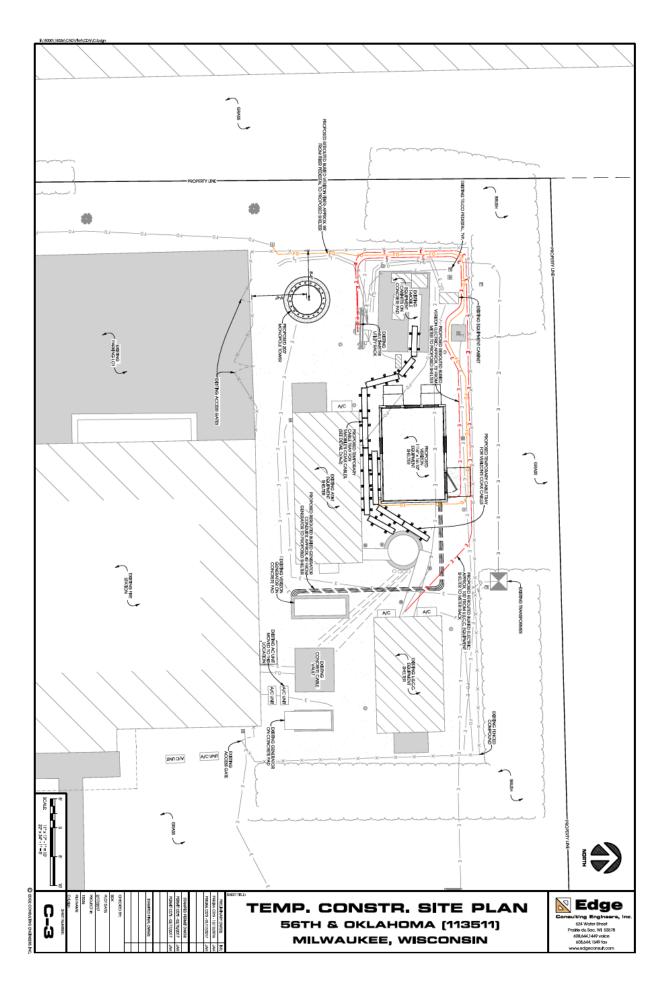
EXHIBIT C-2

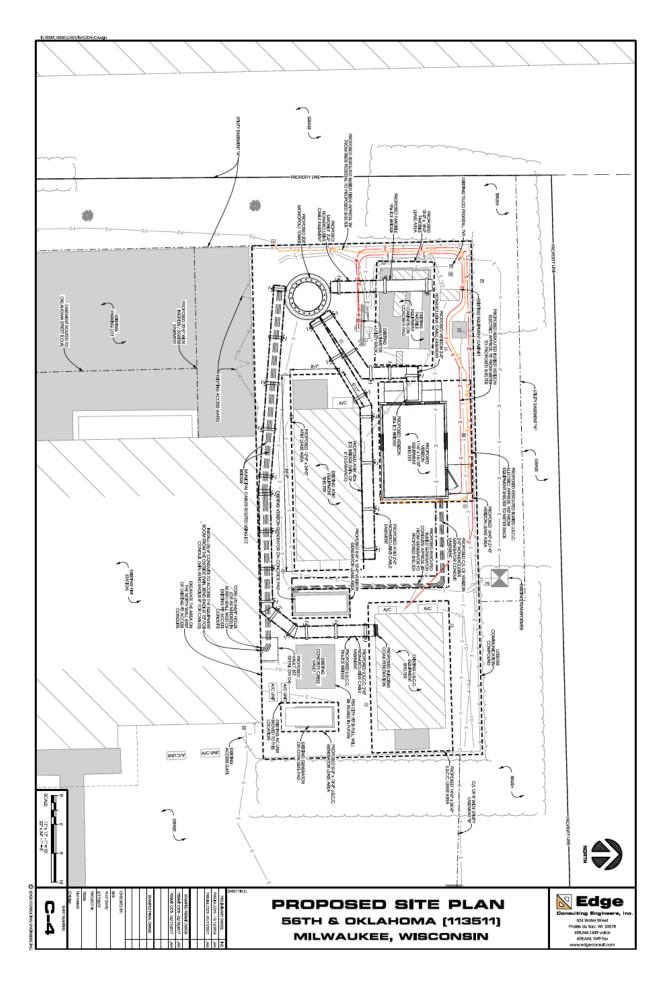
NEW CONSTRUCTION DRAWINGS

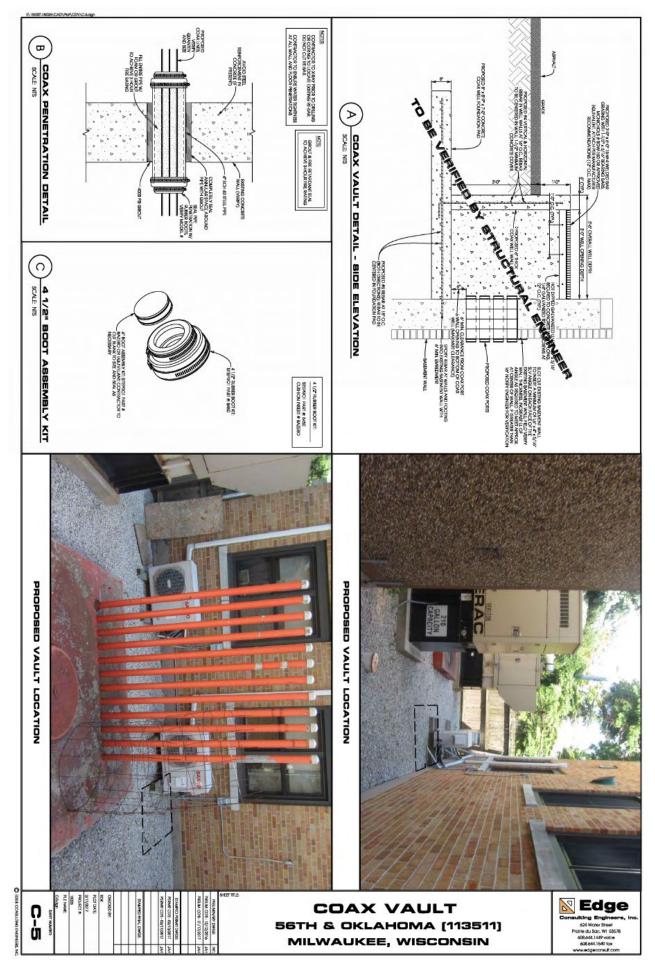


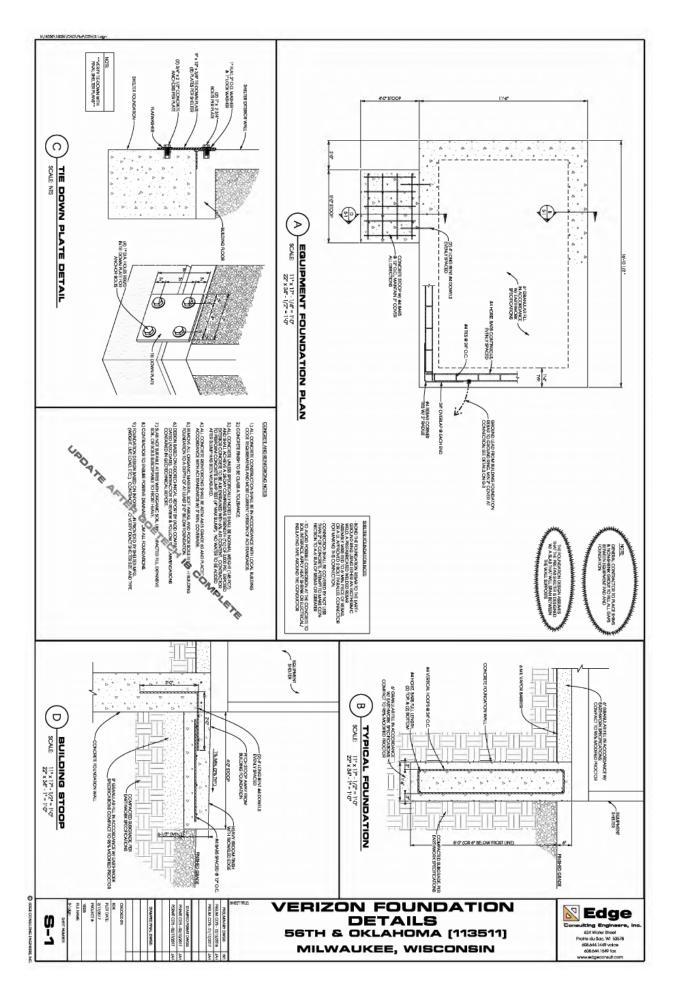


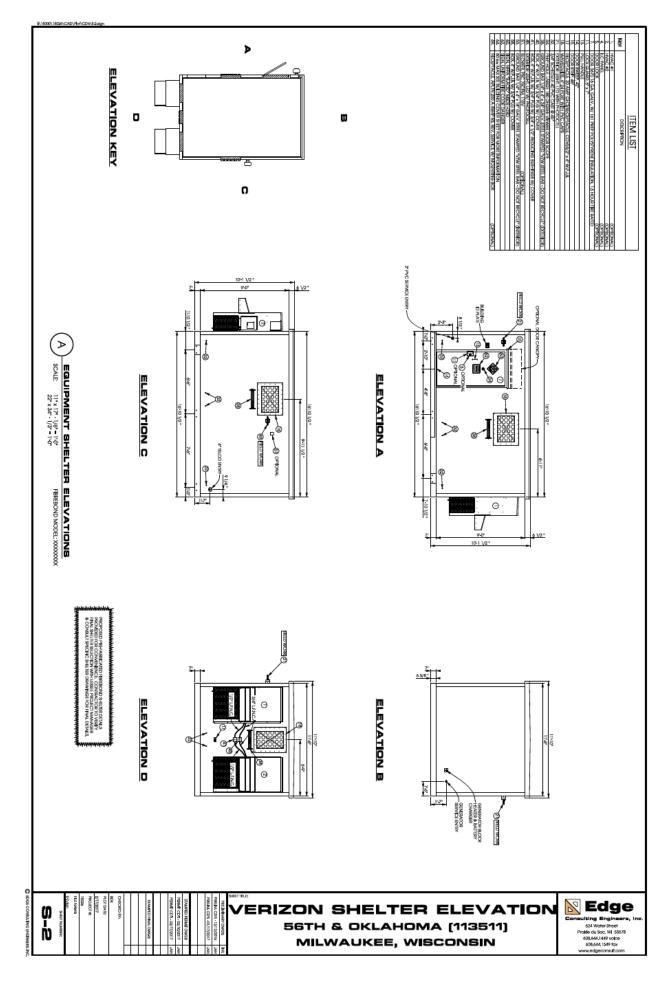


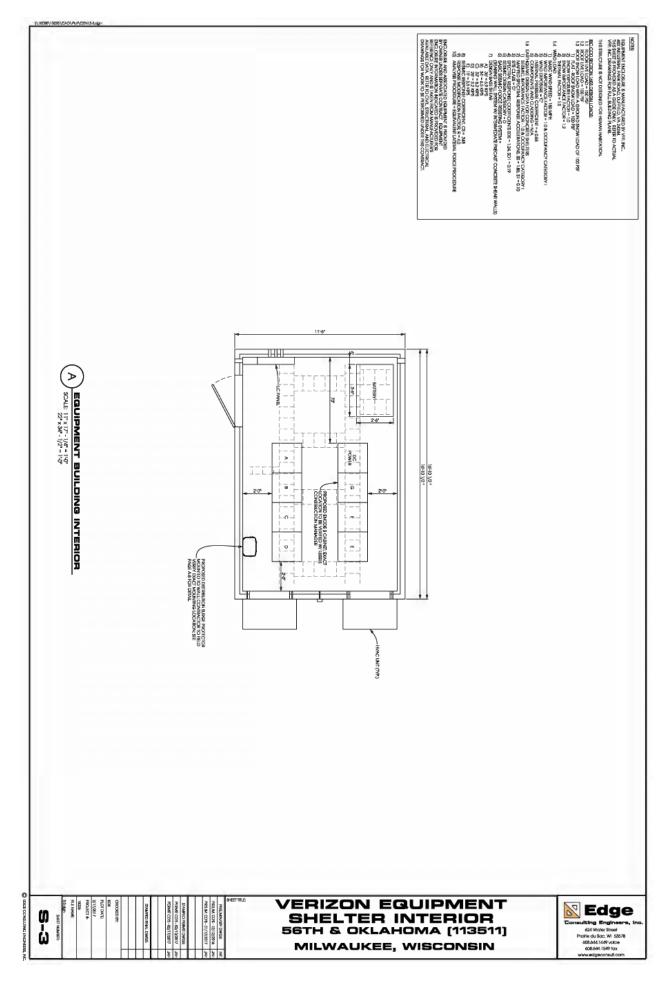


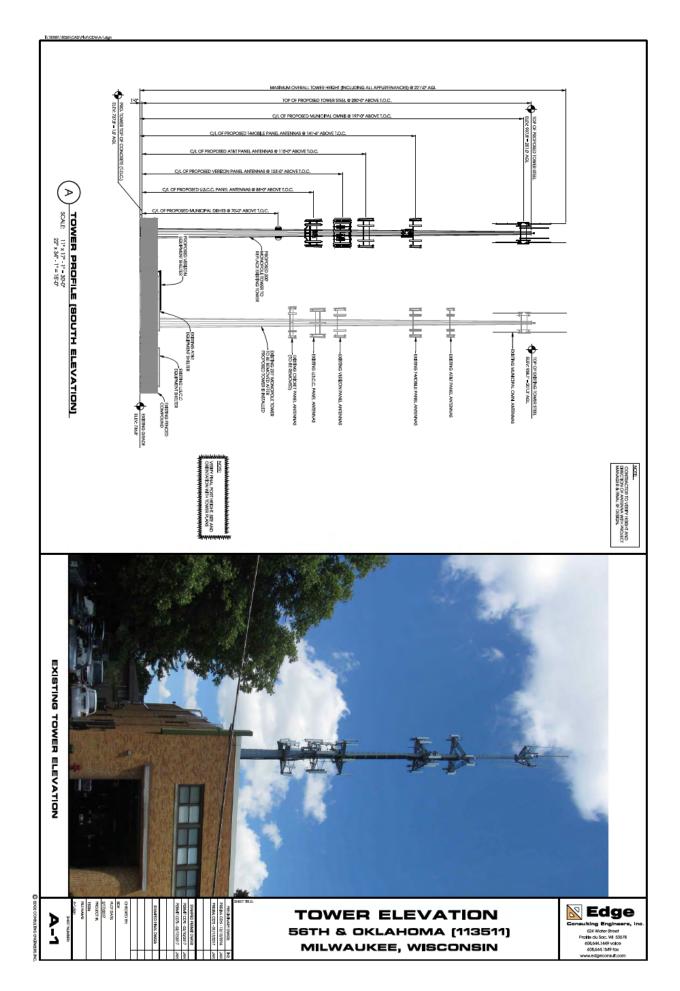










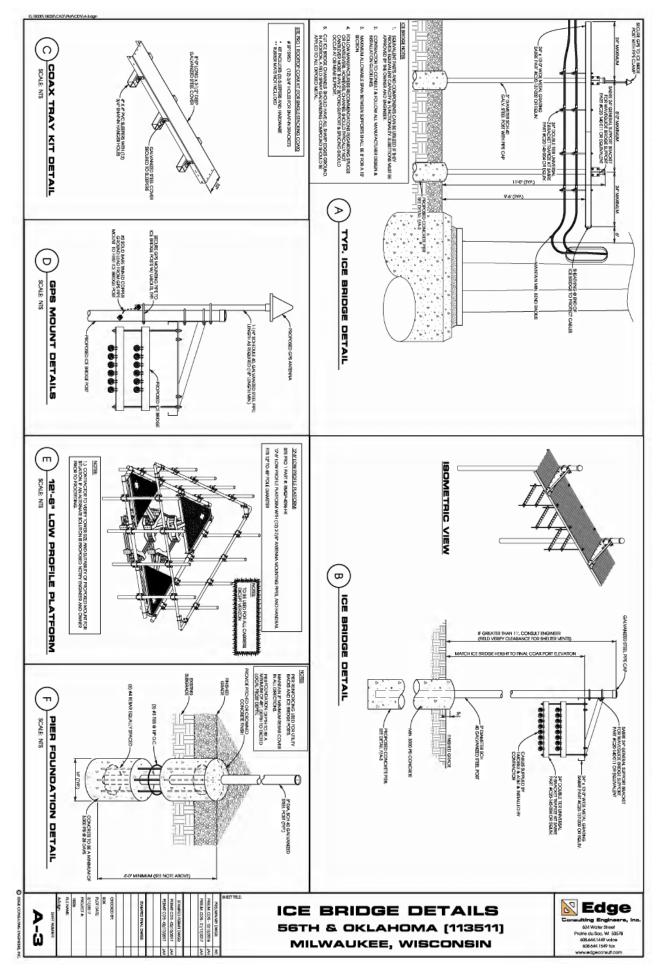


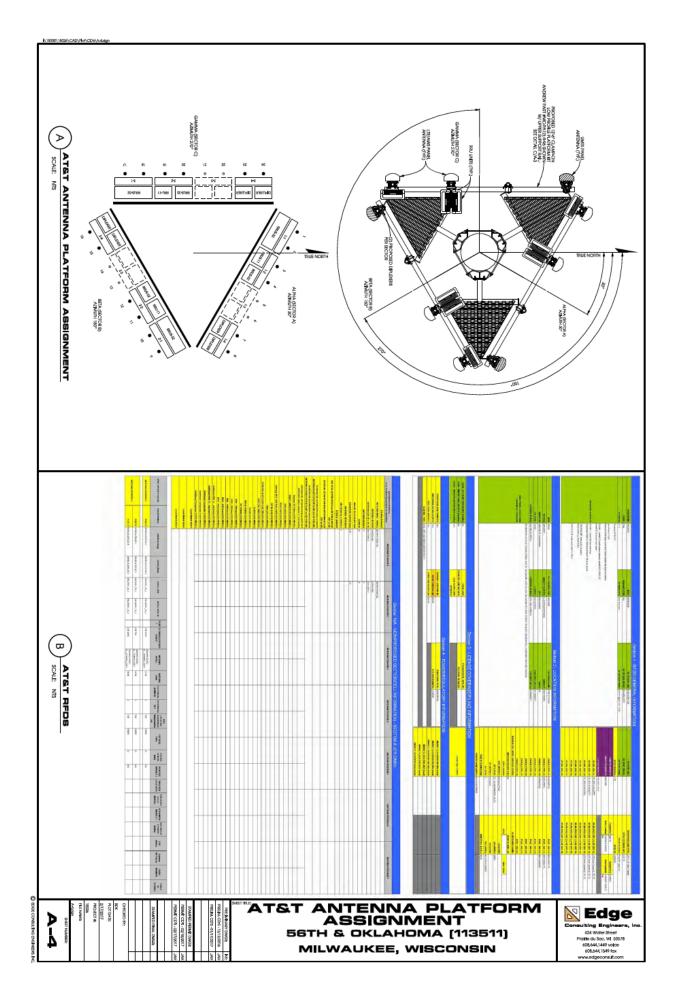
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> TOWER LOADING 56TH & OKLAHOMA (113511) MILWAUKEE, WISCONSIN

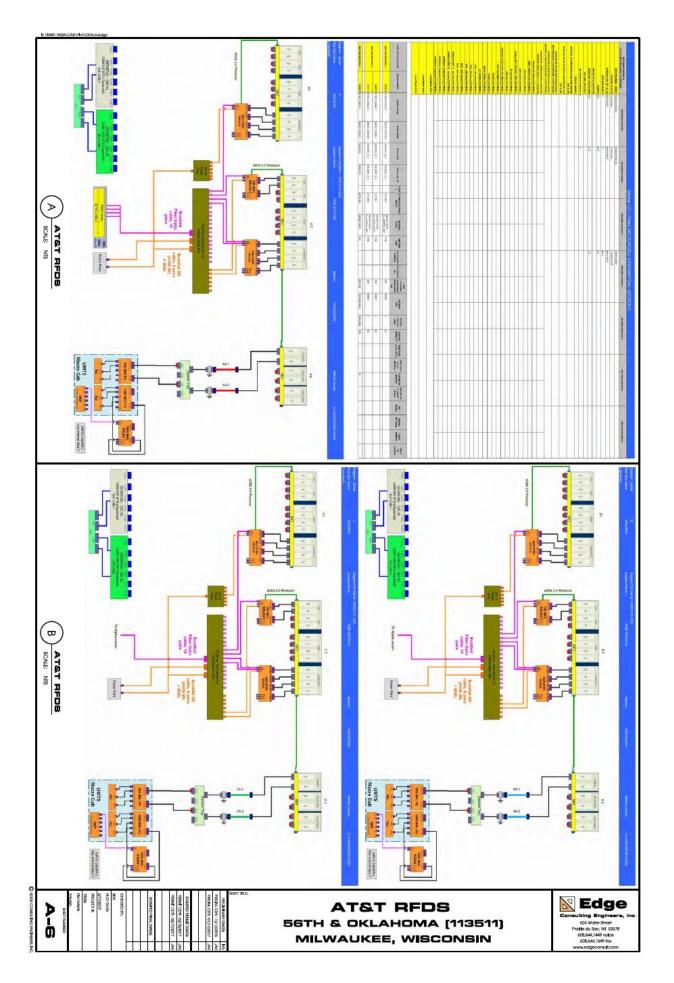


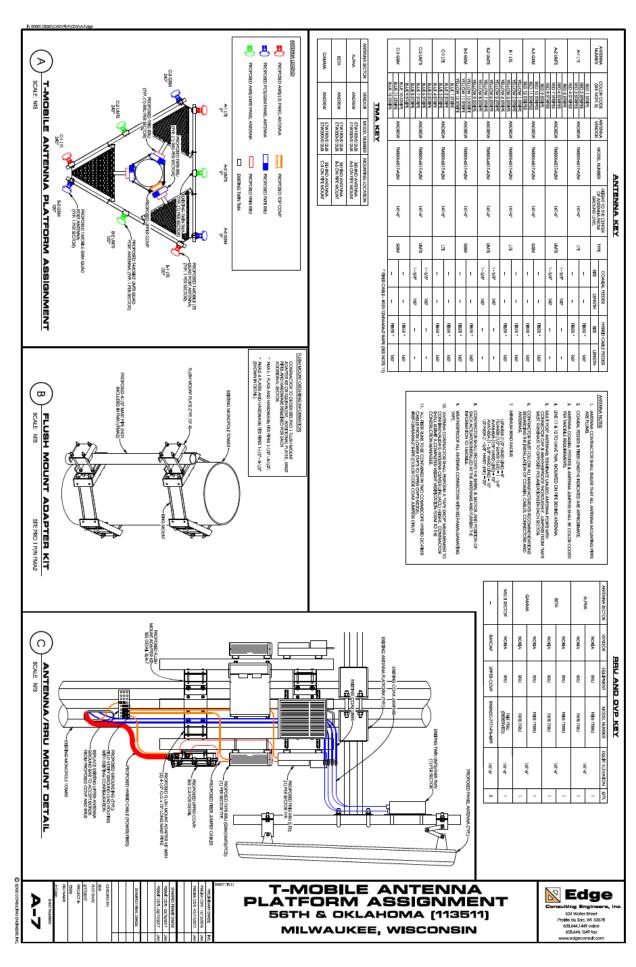
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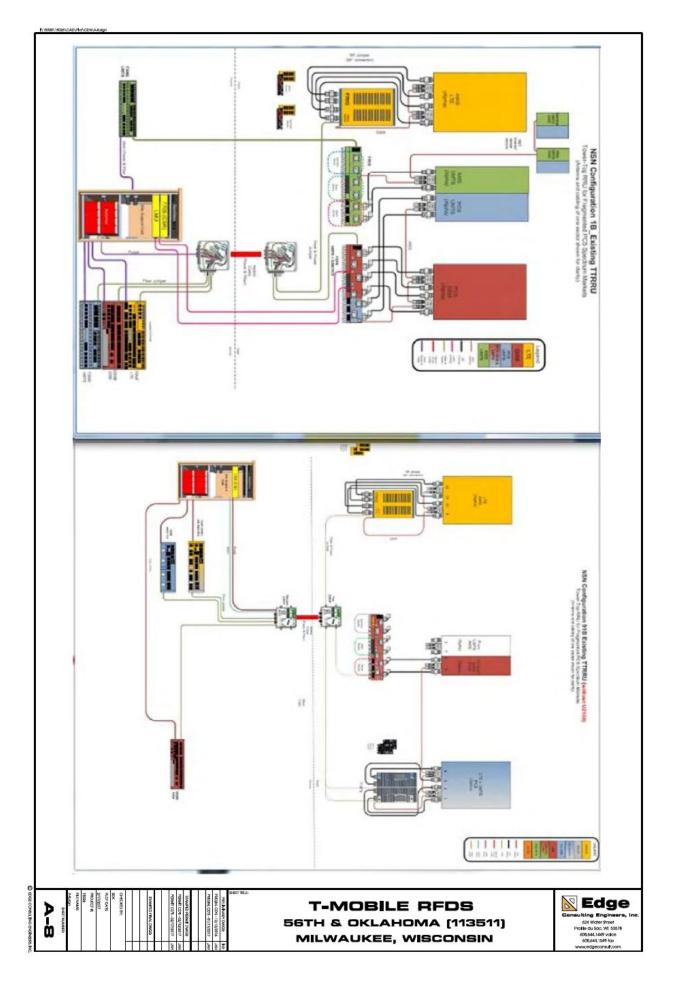


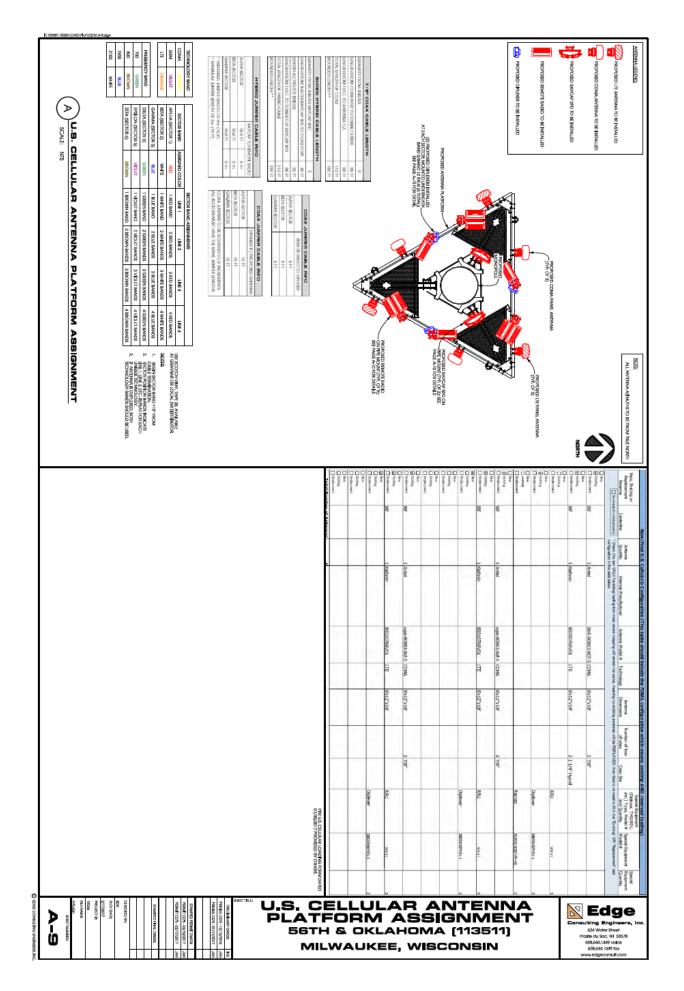


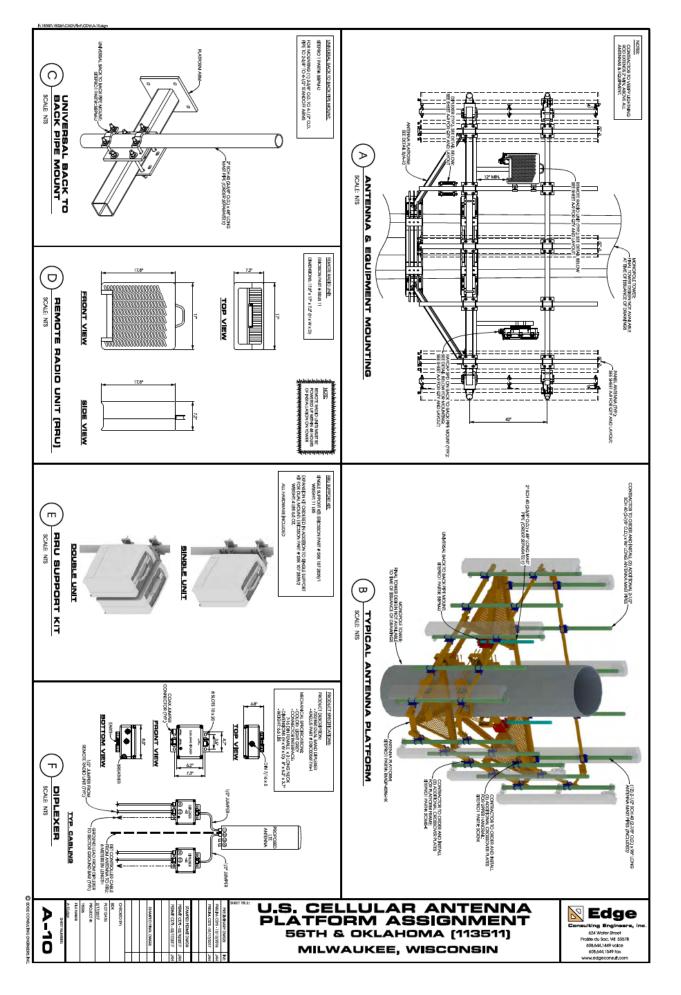
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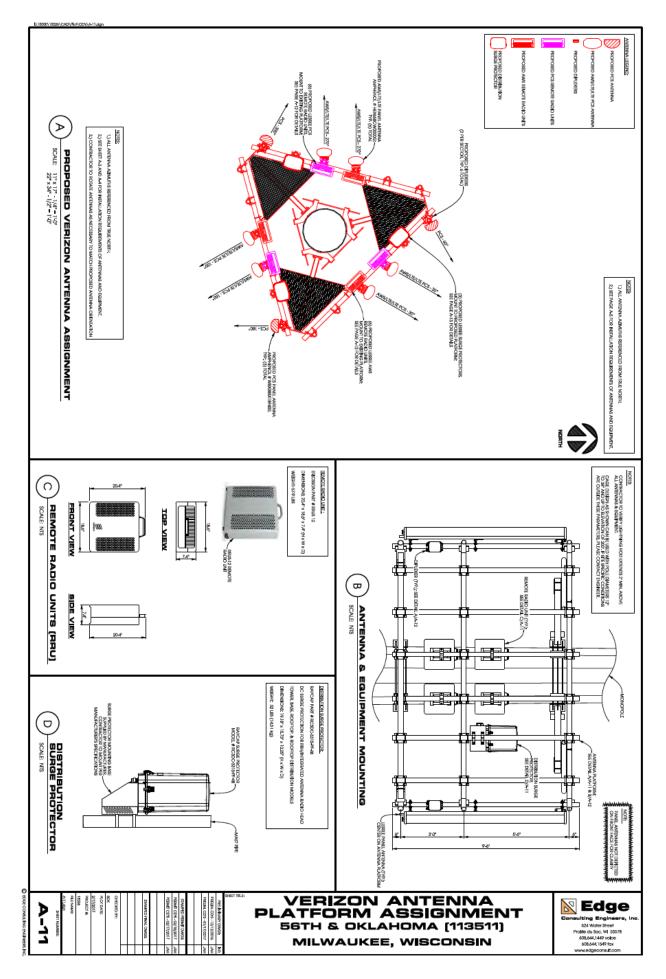


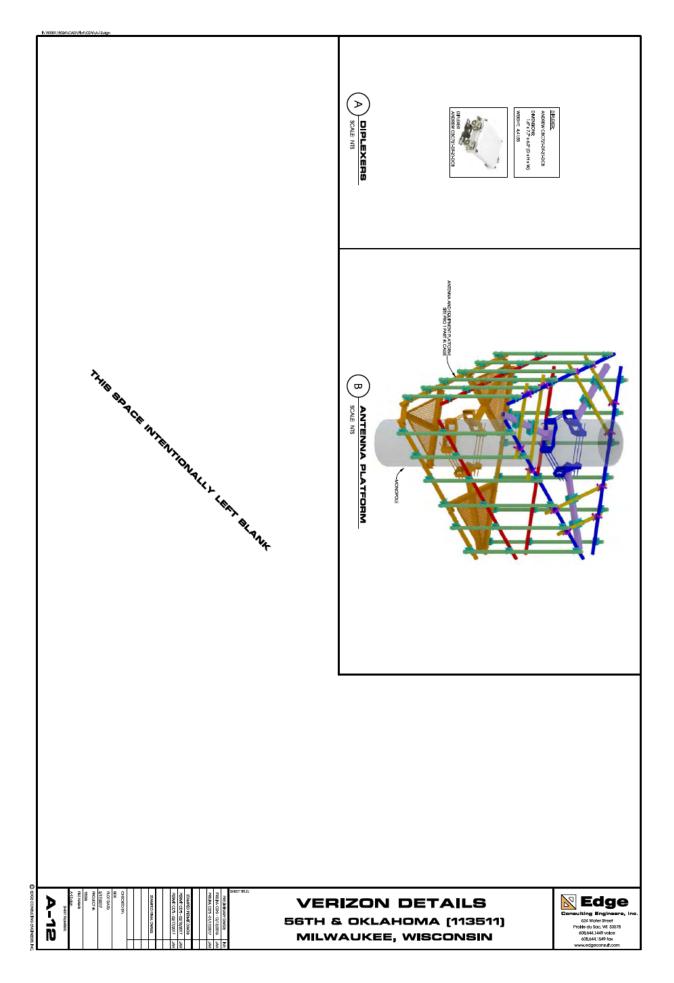


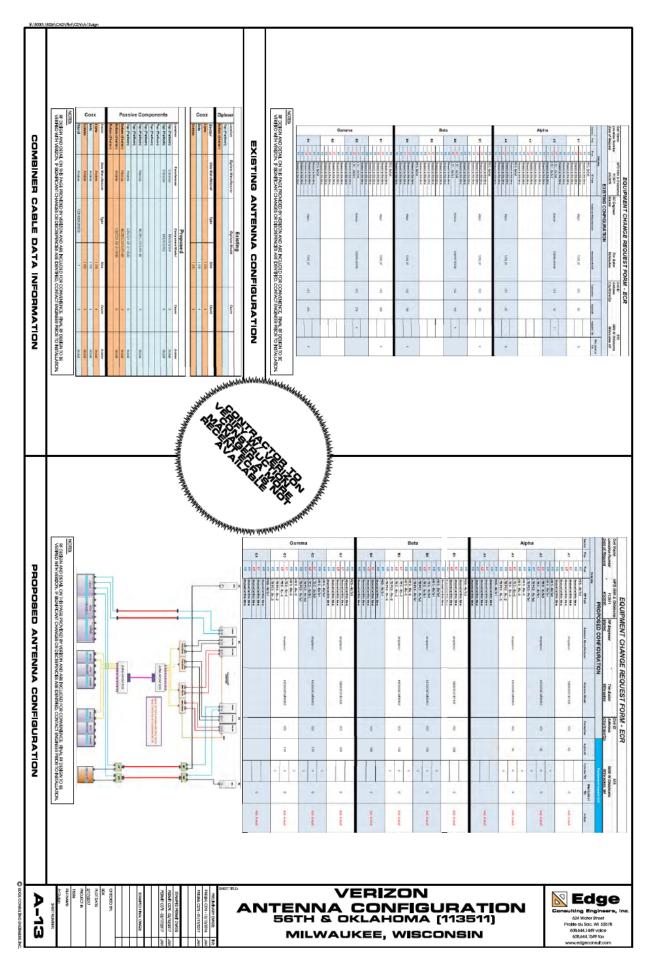












Parabolic Reflector INFRASTRUCTURE ANTENNAS



4.9-6.0GHz Wideband Parabolic Reflector Antenna Series with Radome



Features

The MPRC prime focus parabolic reflector enterna series suppresses extrane-ous sidebos end cross-polarized energy. These antennas feature a micro fine elevation and azimuth adjustment kit. The MPRC series is provided with a radome as a standard feature.

- Availability in two and three foot diameter sizes
 Radome comes standard and installed
 Rear mounted feed radome newer has to be removed
 Linear, continuous polarization adjustment
 Fine adjustment mechanism for elevation and azimush
 Assembled and attached offset mount allows easy access to connector
 Double saddle mounting brackets will accommodate pipe attachments
 ranging from 1.625" to 4.5" OD
- Robust mounting structure. Three point mount attachment improves stability and prevents reflector distortion and mechanical oscillation

2 foot versions are UPS shippable

RF/Electrical Specifications MPRC2449 Frequency Range 4.9 - 6.0 GHz 27.7 dBi at 4.9 GHz 28.5 dBi at 5.25 GHz 29.0 dBi at 5.8 GHz Nominal Gain (+/- 0.5 dB at mid band) 3 dB Beamwidth, Nominal

Technical Data

PCTEL

General Specifications: Prime Focus Parabolic Reflector antenna

MPRC2449 Model Wind Survival with 1/2" of radial ice 125 mph Temperature Range 40°C to +80°C

Mechanical Specifications

MPRC3649

4.9 - 6.0 GHz

30.4 dBi at 4.9 GHz 31.2 dBi at 5.25 GHz 32.0 dBi at 5.8 GHz

SWR/return loss: < 1.5 / >13.9 dB

faritation: Linear, continuously adjustable cont-to-back Ratio: 36 dB (MPRC2449) 43 dB (MPRC3649)

Accommodates 1.625" to 4.5" pipe OD

MPRC3649

125 mph

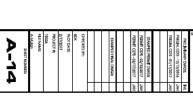
40°C to +80°C 36" (91 cm)

26" (66 cm) Diameter

PCTEL, Inc. WEB: www.antenna.com

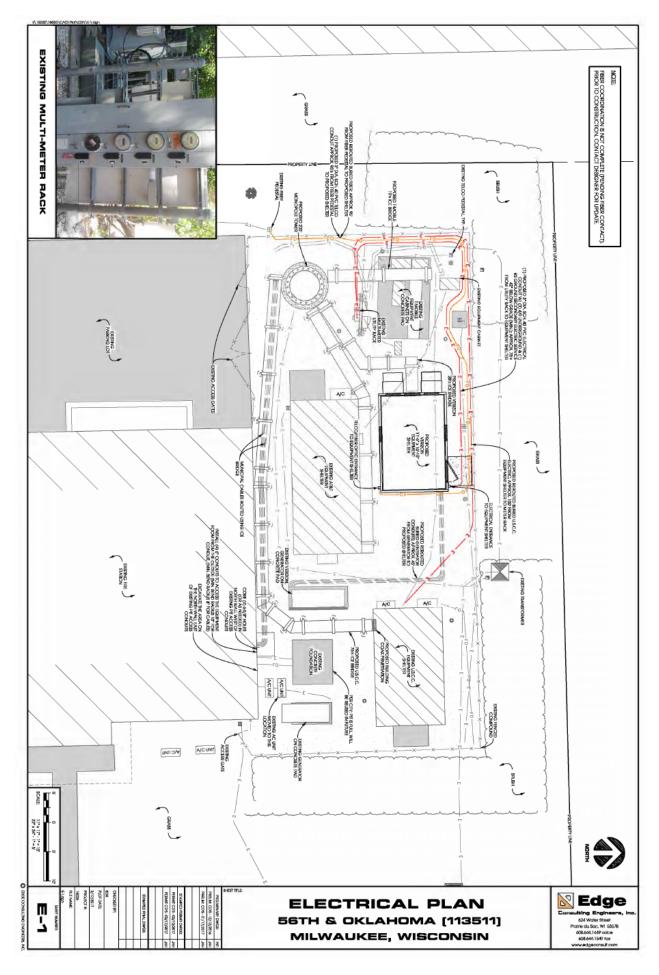
158

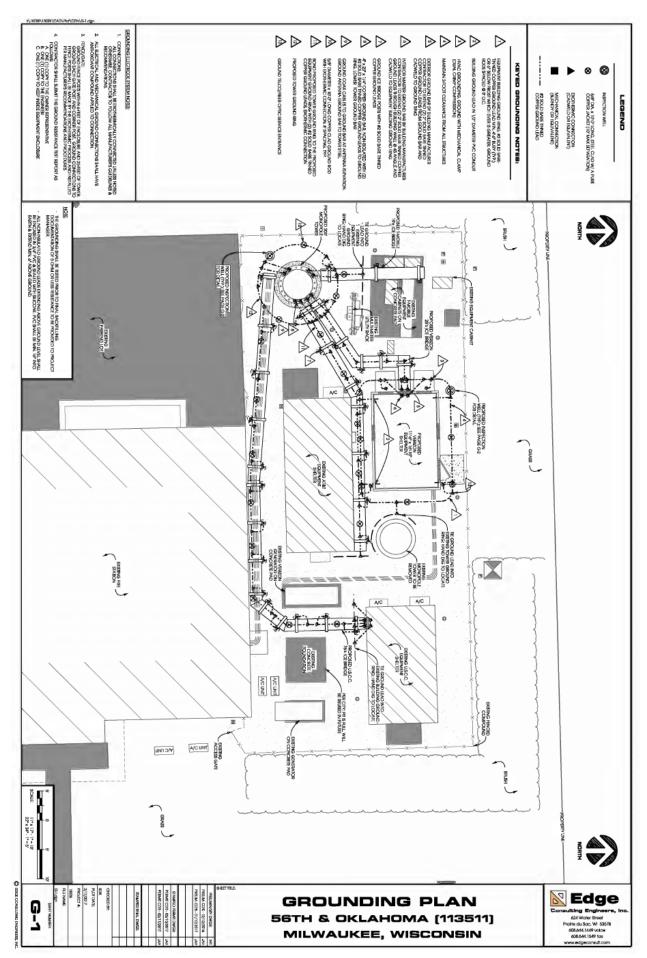




MUNICIPAL DETAILS 56TH & OKLAHOMA (113511) MILWAUKEE, WISCONSIN







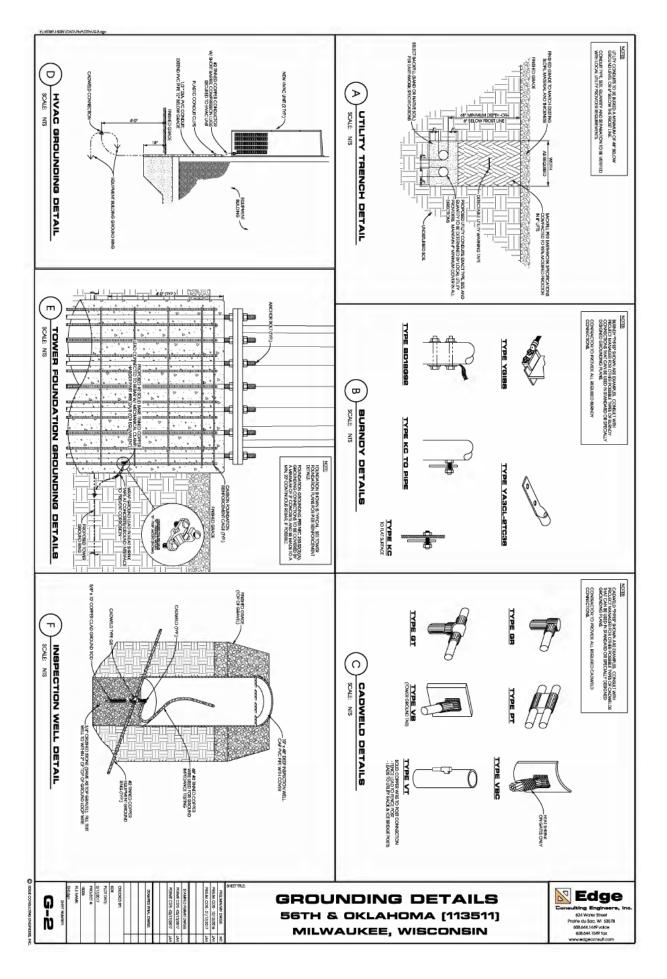


EXHIBIT D

BILL OF SALE

This Bill of Sale is made on the day of, 20, by Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless ("Verizon Wireless), whose principal place of business is 180 Washington Valley Road, Bedminster, New Jersey 07921 to the City of Milwaukee, a Wisconsin municipal corporation, with its principal mailing address 200 E. Wells Street, Milwaukee, Wisconsin 53202 ("Transferee").
<u>WITNESSETH</u>
WHEREAS, Verizon Wireless wishes to convey to Transferee a certain tower and other equipment specified on Exhibit attached hereto (collectively, the "Tower") located at ; and
NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Verizon Wireless hereby sells, transfers, sets over and assigns to Transferee ownership of the Tower, free and clear of all liens and encumbrances.
VERIZON WIRELESS MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE TOWER OTHER THAN EXPRESSLY SET FORTH HEREIN.
All terms and provisions set forth herein shall inure to the benefit of and shall bind Verizon Wireless and Transferee and their respective successors and assigns.
IN WITNESS WHEREOF, Verizon Wireless has caused this Bill of Sale to be signed by its proper official as of the day and year first above written.
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, D/B/A VERIZON WIRELESS
By:
Title:

Exhibit E

Amended and Restated Memorandum of Agreement

Document Number	AMENDED AND RESTATED MEMORANDUM OF AGREEMENT	
		Recording Area Name and Return Address: Erika S. Baurecht, Esq. Husch Blackwell LLP 555 E. Wells Street, #1900 Milwaukee, Wisconsin 53202 Parcel Identification Number (PIN) 513-9951-200-3

AMENDED AND RESTATED MEMORANDUM OF AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF AGREEMENT ("Memorandum") is made as of this ___ day of _____, 2017, by and between CITY OF MILWAUKEE, a Wisconsin municipal corporation ("Lessor"), and VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, a Delaware limited partnership d/b/a Verizon Wireless ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have 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 further amended by that certain Second Amendment to Lease Agreement dated _______, 2017 (collectively the "Lease"), wherein and whereby Lessor demised and leased to Lessee, for a term as set forth in the Lease, that certain real property located in the City of Milwaukee, Milwaukee County, State of Wisconsin, more specifically described in Exhibit A attached hereto and incorporated herein by reference ("Verizon Lease Parcel"); and

WHEREAS, Lessor and Lessee previously caused to be recorded that certain Memorandum of Agreement, recorded November 26, 2002 in Reel 5464, Image 1206, as Document No. 8395459 in the office of the Register of Deeds for Milwaukee County, Wisconsin (the "Original Memorandum"); and

WHEREAS, Lessor and Lessee wish hereby to amend and restate in its entirety the Original Memorandum with this Memorandum.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Lease, Lessor and Lessee hereby acknowledge and agree as follows:

- 1. <u>Term.</u> The Initial Term of the Lease for a period of five (5) years commenced on February 18, 2002. The Initial Term of the Lease is subject to four (4) additional renewal periods of five (5) years each, with the last renewal term concluding on February 17, 2027.
- 2. <u>Replacement & Termination of Original Memorandum</u>. This Memorandum replaces the Original Memorandum. The Original Memorandum is terminated by virtue of this Memorandum.
- 3. <u>Lease Controlling</u>. This Memorandum is only a summary of certain of the terms and conditions contained in the Lease and is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Lease, all of which are hereby incorporated herein by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Lease shall, in all events, control the relationship between Lessor and Lessee with respect to the subject matter contained therein.

- 4. <u>Purpose; No Modification</u>. This Memorandum is solely for recording purposes and shall not be construed to alter, modify or supplement the Lease of which this is a Memorandum.
- 5. <u>Not a Conveyance</u>. The Lease is a lease of less than ninety-nine (99) years and not a conveyance.
- 6. <u>Counterparts</u>. This instrument may be executed in multiple counterparts, each of which shall be deemed to be an original, but which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, LESSOR and LESSEE have signed and sealed this Memorandum as of the date and year first above written.

	<u>LESSEE</u> :
	VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, a Delaware limited partnership d/b/a Verizon Wireless
	By:Name:Title:
STATE OF ILLINOIS)	
COUNTY OF COOK)	S
Personally came before me on, to me	, 2015, the above-named known by the person(s) who executed the foregoing
instrument and acknowledged to me that t	they executed the same in their authorized capacity, and the persons, or the entity upon behalf of which the
	Witness my hand and official seal.
	Notary Public, State of
	My commission (is permanent) (expires)

[Signatures and Acknowledgements of Lessor Appear on Following Page]

LESSOR:	
CITY OF MILWAUKEE	
By: Tom Barrett, Mayor	
By:	
COUNTERSIGNED	
By: Martin Matson, City Comptroller	
Signatures of Tom Barrett, James Owc, 2017.	Jeremy R. McKenzie, Assistant City Attorney State Bar No. 1051310
Approved as to form and execution This day of201	
Assistant City Attorney	o he inserted prior to execution and recordation!

[City of Milwaukee Notary Blocks to be inserted prior to execution and recordation]

THIS INSTRUMENT DRAFTED BY: Erika S. Baurecht, Esq. Husch Blackwell LLP 555 E. Wells Street, Suite 1900 Milwaukee, WI 53202 Phone: 414-978-5480

MIL-28850822-1

EXHIBIT A

VERIZON LEASE PARCEL

VERIZON 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 336 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 171.51 feet along said west line of S. 56th St., thence S88°-31'-18"W 94.23 feet; thence S01°-28'-42"E 15.06 feet to the point of beginning; thence S01°-11'-54"E 16.00 feet; thence S88°-48'-06"W 21.00 feet; thence N01°-11'-54"W 16.00 feet; thence N88°-48'-06"E 21.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

VERIZON 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 133.42 feet along said west line of S. 56th St.; thence S89°-32'-47"W 73.96 feet to the point of beginning; thence S00°-51'-11"E 10.00 feet; thence S89°-08'-49"W 5.00 feet; thence N00°-51'-11"W 10.00 feet; thence N89°-08'-49"E 5.00 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.

VERIZON 2' WIDE CONDUIT 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 80 square feet (0.002 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 94.23 feet; thence S01°-28'-42"E 15.06 feet; thence S01°-11'-54"E 5.50 feet to the point of beginning; thence N88°-48'-06"E 13.80 feet; thence S00°-51'-11"E 26.17 feet to the point of termination.

VERIZON 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 45 square feet (0.001 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 94.23 feet; thence S01°-28'-42"E 15.06 feet; thence S01°-11'-54"E 16.00 feet; thence S88°-48'-06"W 21.00 feet; thence N01°-11'-54"W 5.97 feet to the point of beginning; thence S88°-48'-06"W 1.60 feet; thence S01°-01'-56"E 8.22 feet; thence S55°-59'-39"W 12.47 feet to the point of termination.