



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

Verizon Cell Lease at County Grounds East Water Tower

Date of Request:

9/11/19

Requesting Department:

DAS-Economic Development

Department Contact Name:

Adam Stehly

High Org:

115

Low Org:

1191

Approval Signature of Department Head:

AaronHertzberg

Digitally signed by AaronHertzberg
Date: 2019.09.10 10:58:40 -05'00'

DESCRIPTION

Please provide a detailed description of the request:

Verizon has requested to lease space on the County Grounds east water tower. This location was previously occupied by Sprint. Initial term would be five years with four additional five-year options. Rent remains an open topic of negotiations. Verizon has submitted draft plans for review. Other open items include whether the County wants to make maintenance of the water tower an affirmative obligation and any scheduling for painting. Partners at MRMC are aware of the interest. Based on current negotiations with MRMC, the County will receive the rent revenue through the initial five-year term after which MRMC will collect.

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

This would generate additional revenue and provide additional cell coverage in the County.

Desired Timeline:

Begin Date:

9/12/19

End Date:

12/31/24

Duration:

Anticipated Funding Source (select all that apply):

Requestor's Operating Budget

Capital Budget

Other (i.e. grants, donations, etc.; please describe):

Request Involves:

Parks Property

BHD Property



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

2019-021

TYPE OF REQUEST (Refer to paragraph 4.3 of the CFPSC charter for more details)



1. Property Management



2. Move Management



3. Property Improvements



4. New Footprint



5. Contractual Obligations



6. Centralized Facilities
Management Process
Improvement

CFPSC Review Comments:

FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

Note:

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee recommends approval of this proposal.

Chair or Vice-Chair:

Date:

County Facilities Planning Steering Committee



July 30, 2019

Mr. Adam Stehly
Lease Manager
Department of Administrative Services/Economic Development
Milwaukee County
633 W. Wisconsin Avenue, Suite 903
Milwaukee, WI 53203

Re: Verizon Wireless Lease Proposal/Milwaukee County Water Tower-8948 Watertown Plank Road, Wauwatosa, WI 53226

Dear Adam,

Pursuant to our recent discussions and site meeting, and on behalf of our client Verizon Wireless, enclosed please find a set of the preliminary site plan and elevation drawings and draft Water Tower License Agreement for its proposed equipment installation upon the above referenced Milwaukee County Water Tower.

I would appreciate it if you could provide any comments or written approval to the proposed equipment locations in the preliminary drawings on behalf of Milwaukee County. Once we receive the county's comments/approval to the set of preliminary drawings, Verizon Wireless can then proceed with the creation of a complete set of construction drawings and structural analysis to be utilized as the basis of the leasing, zoning, and permitting process for the site.

I have also enclosed a draft Water Tower Lease Agreement for review by the county. As you will see, in exchange for the use of the water tower and property, Verizon Wireless is proposing an initial monthly rent of \$1,700.00 for the placement of its 8' x 9' 4" equipment cabinet cluster and emergency backup power generator within a 18' x 25' ground lease area, the installation of its panel type antennas and equipment upon the stem of the Water Tower at an approximate 96' AGL center line, and use of all necessary access, coax, and utility easements/routes to serve its described facilities. The lease would be for an initial five (5) year term, with four (4) automatic five (5) year renewals. The initial rent payment would escalate by 10% per term throughout the life of the lease.

Once you've had a chance to review the enclosed drawings and draft agreement, please give me a call to discuss any questions or comments that you may have in advance of routing it for the requisite reviews and approvals within the county.

As always, I can be reached directly at (773) 919-5112.

Sincerely,

Peter Schau

Peter Schau
On behalf of Verizon Wireless

SITE NAME: Children's Hospital - Milwaukee County WT
PROJECT NUMBER: 20151308245
ATTY/DATE: GJ/ 7.29.19

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement ("Agreement"), made this _____ day of _____, 2019, between **Milwaukee County**, a municipal corporation, with its principal offices located at 633 W. Wisconsin Avenue, Suite 903, Milwaukee, Wisconsin 53203, hereinafter designated "**LESSOR**" and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "**LESSEE**". The LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the **Tower Space**") on the LESSOR's water tower, hereinafter referred to as the "**Tower**", located at 89489250 Watertown Plank Road, Wauwatosa, Milwaukee County, Wisconsin, as shown on the Tax Map of the City of Wauwatosa, and being further described by Tax Identification Numbers 381-9999-20 and 372-9999-17 (the entirety of LESSOR's property is referred to hereinafter as the "**Property**", and legally described in **Exhibit "A"** attached hereto and made a part hereof), together with an approximately 450 square feet parcel of land (the "**Land Space**") sufficient for the installation of LESSEE's communications equipment; together with the non-exclusive right ~~(in~~ the "**Right of Way**") 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, fiber conduits over, under, or along a [] foot wide right-of-way extending from the nearest public right-of-way, W. Watertown Plank Road, to the Land Space; and together with any further rights of way (the "**Further Rights of Way**") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "**Premises**". Access to the Premises is subject to the reasonable security, safety and identification procedures of LESSOR, including without limitation, submission of the Right of Entry agreement attached hereto and incorporated herein as Exhibit X.

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right ~~(s)~~-of-way ~~(s)~~ either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSEE is solely responsible for determining whether the Premises are suitable for its intended use. LESSOR makes no representations or warranties as to the condition of the Premises, which is available for lease to LESSEE in its "as-is, where-is" condition.

LESSEE shall utilize good faith efforts in using Target Business Enterprises ("TBE's") to meet LESSOR's goal of 25% TBE participation on all County construction projects. "Good faith efforts" are those efforts that could reasonably be expected to result in TBE goal attainment by a contractor who aggressively and actively seeks to obtain TBE participation.

Formatted: Left, Tab stops: 3.33", Centered + 4.42", Right

Commented [SA1]: Obviously we will need to know this before finalizing. Will there be a map/depiction to be attached as an exhibit?

Commented [SA2]: Further to this point, I am also sending a form Right of Entry agreement. While I don't expect it will be needed in every instance, I'm sure that there will be occasions for it.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in **Exhibit "B"** attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

The equipment shall remain the personal property of LESSEE and LESSEE agrees that LESSOR shall not have any responsibility for the operation, care or protection thereof or act as a guarantor of the equipment or the services to any parties by LESSEE's operations or use of the equipment. LESSEE shall mark all of its equipment (including but being limited to antennas, cables and equipment cabinets) with weatherproof tags or plates identifying LESSEE as the owner and/or operator thereof and shall keep, operate and maintain said equipment in a safe and neat condition, and in good repair.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the -Property- and Premises and said survey shall then become **Exhibit "C"** which shall be attached hereto and made a part hereof and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

Commented [SA3]: Will this also include the Further Rights of Way and Land Space areas?

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"), provided, however, the initial term shall be for five (5) years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "**Commencement Date**" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. Rental payments shall begin on the Commencement Date and be due at a total annual rental of ~~\$20,400.00-\$~~, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and, in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee. At each anniversary of the Commencement Date, during the initial term and any extension terms, the annual rent payable by LESSEE shall automatically increase by four percent (4%).

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until LESSOR has made good faith efforts to provide the requested documentation ~~has been received by LESSEE~~. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

LESSOR shall, at all times during the Term, provide electrical service and telephone service ~~access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the~~

Commented [PS4]: Please include first sentence from VZW Pro Forma language coveting that Milwaukee County will provide access for power/telco service to the site.

Premises, LESSEE shall furnish and install an electrical sub meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. The electricity consumed by LESSEE's Equipment shall be an expense to LESSEE. LESSEE will make arrangements with the electric utility company to have a separate electric service (billed to and paid directly by LESSEE) installed upon the Premises solely for the purpose of supplying electrical power to the LESSEE's Equipment. LESSEE shall provide LESSOR with proof that said meter has been installed within thirty (30) days of such installation. Lessee shall have the right to install a submeter to measure the electricity consumed by the equipment and shall, on a monthly basis, compensate LESSOR for the cost of same. In the event LESSEE does not exercise the foregoing right, LESSOR shall compute or meter such consumption by the equipment and bill LESSEE for the cost of same. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. In the event any increase in capacity or modification thereof is required for the operation of the equipment, LESSEE shall, subject to the consent of LESSOR, perform such modifications at its sole cost and expense.

4. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5-year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

~~1. EXTENSION RENTALS. The annual rental for each five (5) year extension term, if any shall be equal to one hundred ten percent (110%) of the annual rental amount paid with respect to the immediately preceding five (5) year term.~~

~~5. INTENTIONALLY OMITTED.~~

~~5-6. INTENTIONALLY OMITTED.~~

~~6-7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.~~

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

2-1. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. The Parties agree that LESSEE shall install its equipment within the Premises in accordance with the Equipment List attached as Exhibit "B". LESSEE shall have the right to replace, repair, add or otherwise modify its ground equipment located within the Land Space. In the event LESSEE wishes to add equipment on the Tower or replace antennas on the Tower, LESSEE shall obtain LESSOR's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall reasonably cooperate with LESSEE in its effort to

7-8. obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing receipt of such notice by LESSEE, or upon such later date as designated by LESSEE in said notice. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8-9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9-10. INSURANCE.

Commented [PS5]: VZW legal will request confirmation from LESSOR that it will cooperate in an appeal, specifically where by law or local policy VZW could not submit an appeal without the written consent of the LESSOR or its signature on any applications, etc.

Commented [SA6R5]: County's strong preference is not to have an affirmative obligation to pursue a dispute of taxes Is it possible to have VZW counsel to justify this in the context of Wisconsin law?

Commented [PS7]: Again, VZW needs LESSOR's commitment to cooperate in any process to obtain an approval where necessary (ie-consent or signature on zoning/permitting applications) and that it will not take action against any necessary application or approval which should be inherent in the signing of this lease.

Commented [PS8]: VZW Risk Management will need to review/approve all requested changes to insurance/indemnification provisions.

Commented [SA9R8]: We've had a changeover here in personnel, so I too need to have this re-reviewed.

Every contractor and all parties furnishing services or product to LESSOR or any of its subsidiary companies must provide LESSOR with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

~~a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises, or the Property shall waive the insurer's right of subrogation against the other Party.~~

~~b. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured as their interest may appear under this Agreement.~~

~~c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating~~

the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

~~3. LIMITATION OF LIABILITY: Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.~~

B. Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

C. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

D. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit.

E. Excess/Umbrella Liability Insurance

Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits in (A.), (B.), and (D.) above.

Additional Requirements:

F. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

G. The insurance specified in (A.), (B.), and (E.) above shall: (a) name LESSOR including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

H. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. LESSOR may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

I. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against LESSOR, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

J. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide LESSOR with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

11. INTENTIONALLY OMITTED.

10.12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11.13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have ~~free~~reasonable access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location- subject to the reasonable security, safety and identification procedures of LESSOR. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

12.14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. ~~If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.~~ The equipment at all times during the Term be installed, operated and maintained by LESSEE in accordance with all laws, codes, rules, regulations, orders and requirements of all local, county, state and Federal governmental and regulatory bodies and agencies, including, but not being limited to, all rules, regulations and orders of the FCC and the Occupational Safety & Health Administration ("OSHA"). Upon the written request of LESSOR Within ten (10) days after the Commencement date, LESSEE shall provide LESSOR with a copyproof of its license issued by the FCC for the operation of its equipment upon the Premises. In additional, LESSEE shall post a copy of said FCC its license information in accordance with all governing FCC regulations at the Premises.

~~No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.~~

~~All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's~~

Commented [PS10]: VZW will need LESSOR to agree to maintain tower as legally required.

Commented [SA11R10]: This is an open item on my end. Other departments still need to weigh in.

equipment space.

~~Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.~~

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the **"Temporary Relocation,"** for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and- is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

13-15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and within 48 hours after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14-16. REMOVAL AT END OF TERM. Upon expiration or within 9030 days of earlier termination, LESSEE shall remove LESSEE's communications equipment, including antennas, conduits, fixtures and all personal property (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications

Commented [SA12]: We may need to revisit based on the painting schedule, but since I don't have one, it's probably premature.

equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed. In no event shall the time for removal exceed an additional 30 days. Any equipment, conduits, fixtures or other property of LESSEE remaining on the Premises after the expiration of the aforesated period shall be deemed to have been abandoned and may be disposed of as LESSOR sees fit. LESSEE shall reimburse LESSOR for all expenses incurred by LESSOR in removing and disposing of any such abandoned property of LESSEE. Should LESSEE fail to commence to repair any damage to the Premises or to restore the Premises to its original condition within the aforesated period, LESSOR may at its option have such repair and/or restoration performed, and LESSEE shall reimburse LESSOR for all such expenses incurred by LESSOR.

15-17. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to 150% of the rent applicable during the month immediately preceding such expiration or earlier termination.

4. ——— RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

18. ——— INTENTIONALLY OMITTED.

16-19. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17-20. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18-21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above, except to the extent that same may be of public record.

19-22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20-23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21-24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

22-25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Milwaukee County
Department of Administrative Services Economic Development Division
633 W. Wisconsin Avenue, Suite 903
Milwaukee, Wisconsin 53203
Attention: Lease Manager

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23-26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal ~~representative~~representatives, successors and assigns of the Parties hereto.

~~5. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by LESSOR which from time to time may encumber all or part of the Property, Tower or right of way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Tower or Property, Lender or such successor in interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.~~

27. INTENTIONALLY OMITTED.

24-28. RECORDING. LESSOR agrees to execute a Memorandum of this ~~Agreement in a form prepared by LESSEE at LESSEE's sole cost and expense and reasonably satisfactory to LESSOR~~ which LESSEE may record at LESSEE's sole expense with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

25-29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, ~~including excluding~~ the payment of rent, LESSOR shall give LESSEE written notice of such breach. ~~After receipt of such written notice,~~ LESSEE shall have fifteen (15) days in which to cure any monetary breach. ~~Any payments not paid within fifteen (15) days of the date such payments are due shall be subject to a late fee of \$50.00 per day. and After receipt of such~~

written notice, LESSEE shall have thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

a. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to

b. completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

26-30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

27-31. ENVIRONMENTAL.

b. ~~LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in~~

Commented [PS13]: VZW will need indemnification from any pre-existing environmental conditions or future conditions not related to its use and occupancy of the property. Could we substitute this language and the alternative with a mutual hold harmless and indemnification clause?

Commented [SA14R13]: The County will consider but requests VZW to propose indemnity language that is more narrowly tailored.

any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

~~c. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.~~

a. LESSEE shall not bring, use, generate, store, treat or dispose of any Hazardous Materials on, in, under or near the Premises.

b. As used herein, "Hazardous Materials" shall mean any material, waste or substance defined as hazardous, toxic or dangerous in any applicable local, county, state or Federal law or regulation.

c. LESSEE shall be responsible for ensuring that the equipment does not cause radiofrequency ("RF") emissions that are in excess of safe limits established by the FCC (the "RF Standards"). Before installing the equipment, LESSEE shall be deemed to have represented to LESSOR that the equipment shall not itself violate, or in conjunction with other RF sources located at the Premises as of the Commencement Date cause to be violated, the RF Standards.

d. LESSEE shall cooperate with LESSOR in reducing RF exposure to maintenance personnel by powering down the equipment, as necessary, during periods of maintenance at the Premises. LESSOR shall provide LESSEE with as much advance notice of any such maintenance as is reasonably available.

28.32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and ~~the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.~~

29.33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the ~~condemning~~ authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at

the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

30-34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

31-35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). APPLICABLE LAWS. During the Term, LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

Commented [PS15]: As mentioned above, VZW needs LESSOR to agree to maintain tower as the laws require.

32-36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

33-37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

~~6. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the~~

need for that disclosure.

~~38. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.~~INTENTIONALLY OMITTED.

~~39. INTENTIONALLY OMITTED.~~

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Milwaukee County

WITNESS

By: _____
Print Name: _____
Its: _____
Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

WITNESS

By: _____
Print Name: _____
Its: _____
Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY AND PREMISES

Legal Description of Property:

Lands in the Northwest 1/4 of Section 28, Town 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described as those lands lying North of the South line of Watertown Plank Road except Street and further excepting those lands described in Quit Claim Deed recorded as Document No. 7298266, as corrected by Quit Claim Deed recorded as Document No. 7390971, further excepting Certified Survey Map Nos. 6548 and 8503.

Note: Property address: vacant land on Watertown Plank Road

Note: Tax ID# 381-9999-20

AND

All that part of the South 1/2 of the Southwest 1/4 of Section 21, Township 7 North, Range 21 East, lying Southwest of the railroad, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, EXCEPTING THEREFROM Sanderson's Subdivision, as platted.

FURTHER EXCEPTING THEREFROM that part described as follows:

Beginning at the Northwest corner of Sanderson's Subdivision; thence North 20 feet; thence Northeast 136.85 feet; thence South 16.81 feet; thence Northeast 15.08 feet; thence Southwest 152.57 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM those lands described in Quit Claim Deed, Option and Right of First Refusal from Milwaukee County to Wisconsin Electric Power Company dated December 2, 1996 and recorded December 3, 1996 as Document No. 7298266 and corrected by Correction Deed dated June 1, 1997 and recorded July 9, 1997 as Document No. 7390971.

FURTHER EXCEPTING THEREFROM Certified Survey Map No. 6548 recorded August 11, 1998 as Document No. 7580648 and also excepting that part described as follows:

Commencing on the West line of Certified Survey Map No. 6548, 124.60 feet North of the intersection of the South line of said 1/4 Section and the West line of Certified Survey Map No. 6548; thence Southwest 70 feet; thence Northwest 206.64 feet; thence Northeast 70 feet; thence Southeast 206.64 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM those lands described in the following documents:

Certified Survey Map No. 7687 recorded December 20, 2005 as Document No. 9150942 and corrected by Affidavit of Correction recorded March 30, 2012 as Document No. 10099466;

Certified Survey Map No. 8330 recorded February 16, 2011 as Document No. 9971339;

Certified Survey Map No. 8398 recorded October 28, 2011 as Document No. 10047530;

Certified Survey Map No. 8503 recorded December 19, 2012 as Document No. 10196089;

Award of Damages recorded July 30, 2013 as Document No. 10276264.

ALSO

All that part of the North 1/2 of the Southwest 1/4 of Section 21, Township 7 North, Range 21 East, lying Southwest of the railroad, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, EXCEPTING THEREFROM Certified Survey Map No. 7687, Certified Survey Map No. 8330 and Award of Damages recorded as Document No. 10276264.

Note: Tax ID# 372-9999-17

|

Legal Description of Premises:

[TBD]

DRAFT

EXHIBIT "B"

EQUIPMENT LIST

Note: Any Equipment of Lessee not listed on Exhibit B may not be installed by Lessee, unless the agreement provides otherwise.

Antennas (s): 9 Total

Quantity: 6
Type: Panel
Manufacturer: Quintel
Model: QS8656-5
Dimensions: 96"L x 12"W x 9.6"D
Weight: 84 lbs
Mounting Height: 96' AGL

Quantity: 3
Type: Antenna/RRU Integrated Unit
Manufacturer: Ericsson
Model: KRE 101 2251 2 (antenna)
2208 (RRU)
Dimensions: 7.87"L x 7.87"W x 4.84"D
Weight: 11.02 lbs
Mounting Height: 96' AGL

Cable(s):

Number of Lines: 1
Type: Hybrid
Size: 2"

Surge Suppressor(s)

Quantity: 1
Manufacturer: Raycap
Model: 6600
Dimensions: 12.6"H x 16.5"W x 29.5"D
Weight: 31.5 lbs
Mount Location: 96' AGL

RRUs: 9 Total

Quantity: 3
Manufacturer: Ericsson
Model: 2208
Dimensions: Included with KRE Antenna
Weight: Included with KRE Antenna
Mounting Height: Included with KRE Antenna

Quantity: 3
Manufacturer: Ericsson
Model: 4449
Dimensions: 14.96"L x 13.19"W x 9.25"D
Weight: 70 lbs
Mount Location: 96' AGL

Quantity: 3
Manufacturer: Ericsson
Model: 8843
Dimensions: 14.96"L x 13.19"W x 9.25"D
Weight: 70 lbs
Mount Location: 96' AGL

Ground Space

Square Feet: 450 (18' x 25')
Tenant Equipment Cabinet Platform
Dimensions: 8' x 9'4"
Tenant Backup Generator
Dimensions: 4.5' x 10'

Frequencies:

Transmit: 746-757MHz, 1950-1965MHz, 2120-2130 MHz, 2145-2155 MHz, 2170-2180 MHz
Receive: 776-787 MHz, 1720-1730 MHz, 1745-1755 MHz, 1770-1780 MHz, 1870-1885 MHz

EXHIBIT "C"

SURVEY

DRAFT

LEGEND

- = 1" IRON PIPE FOUND
- = COUNTY MONUMENT FOUND
- = ELECTRIC TRANSFORMER
- = ELECTRIC METER
- = TELEPHONE PEDESTAL
- = FIBER OPTIC PEDESTAL
- = GAS METER
- = GAS VALVE
- = LIGHT POLE
- = GROUNDING PORT
- = METAL POST
- = CONDUIT
- = SIGN
- = EXISTING PINE TREE
- = EXISTING TREE

- = CHAINLINK FENCE LINE
- = BURIED ELECTRIC
- = BURIED TELEPHONE
- = BURIED ELEC. & TELE.
- = BURIED FIBER OPTIC LINE
- = BURIED GAS LINE
- = PROPERTY LINE

SURVEY PERFORMED BY:

MERIDIAN

SURVEYING, LLC

N8774 Firelane 1

Menasha, WI 54952

Office: 920-993-0881

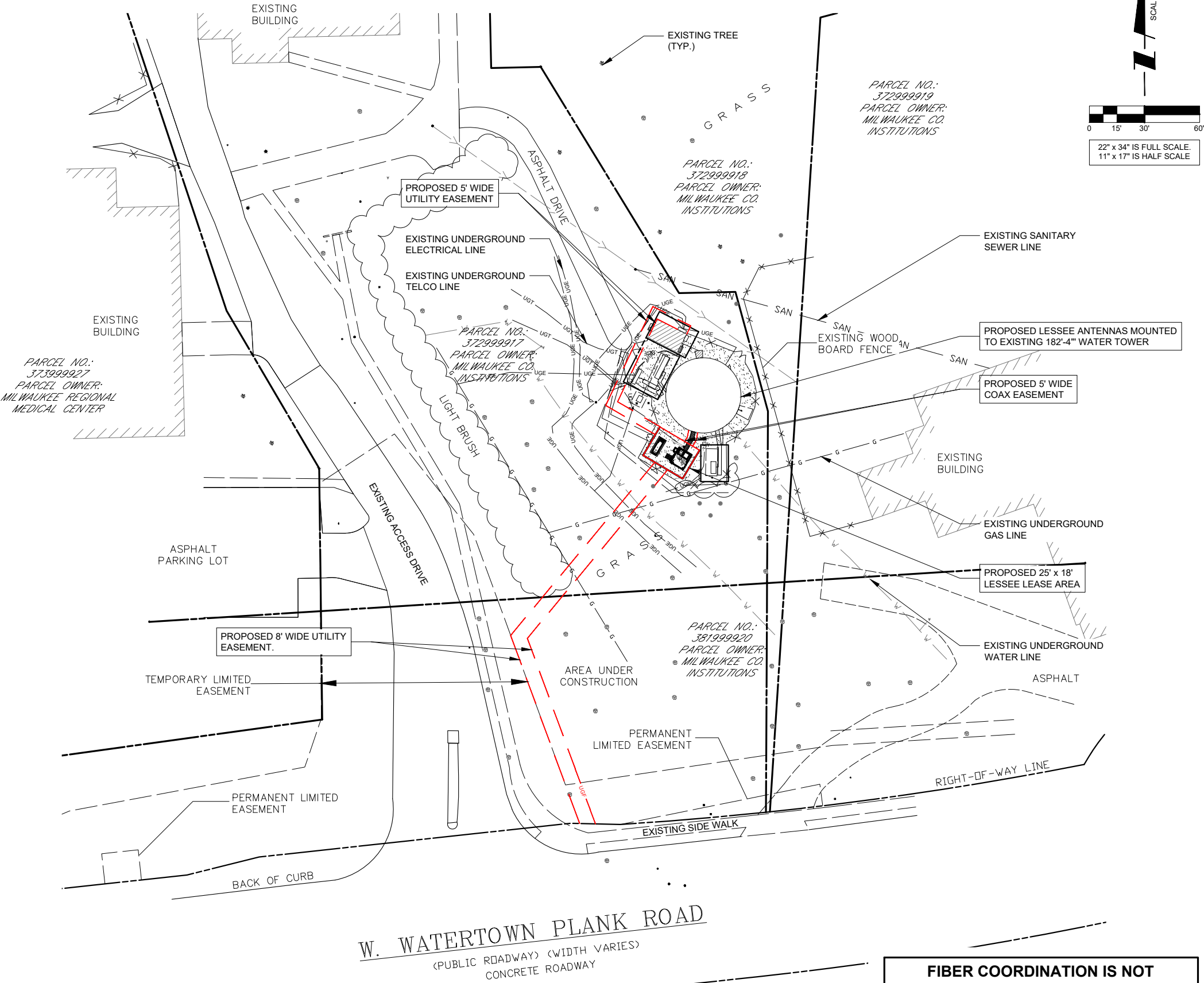
Fax: 920-273-6037

BM: TOP OF TAG BOLT ON HYDRANT, LOCATED WEST OF WATER TOWER

ELEVATION: 745.82'

GENERAL SITE NOTES

- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT. CONTRACTOR SHALL PHOTOGRAPH AND VIDEOTAPE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.
- THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.
- CONTRACTOR TO PROVIDE APPROXIMATE 50'X50' STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL COORDINATE WITH ANTENNA CONTRACTOR, A STAGING AREA AND TEMPORARY ROAD THAT IS ACCEPTABLE TO THE OWNER. STAGING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF THE PROJECT.
- BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS NECESSARY IN THE FORM OF SILT FENCES FOR THE SITE AND BALES AROUND ANY EXISTING MANHOLES, INLETS, OR CATCH BASINS SUSCEPTIBLE TO EROSION. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.



1 LOCATION PLAN

FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.

verizon

1515 WOODFIELD ROAD,
SUITE 1400
SCHAUMBURG, ILLINOIS 60173
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA

CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-696-6400
FAX: 847-696-6401

REVISIONS		BY	TH
DESCRIPTION		DATE	TH
ISSUED FOR REVIEW		06/14/19	
NO.			

LOC. # 236678

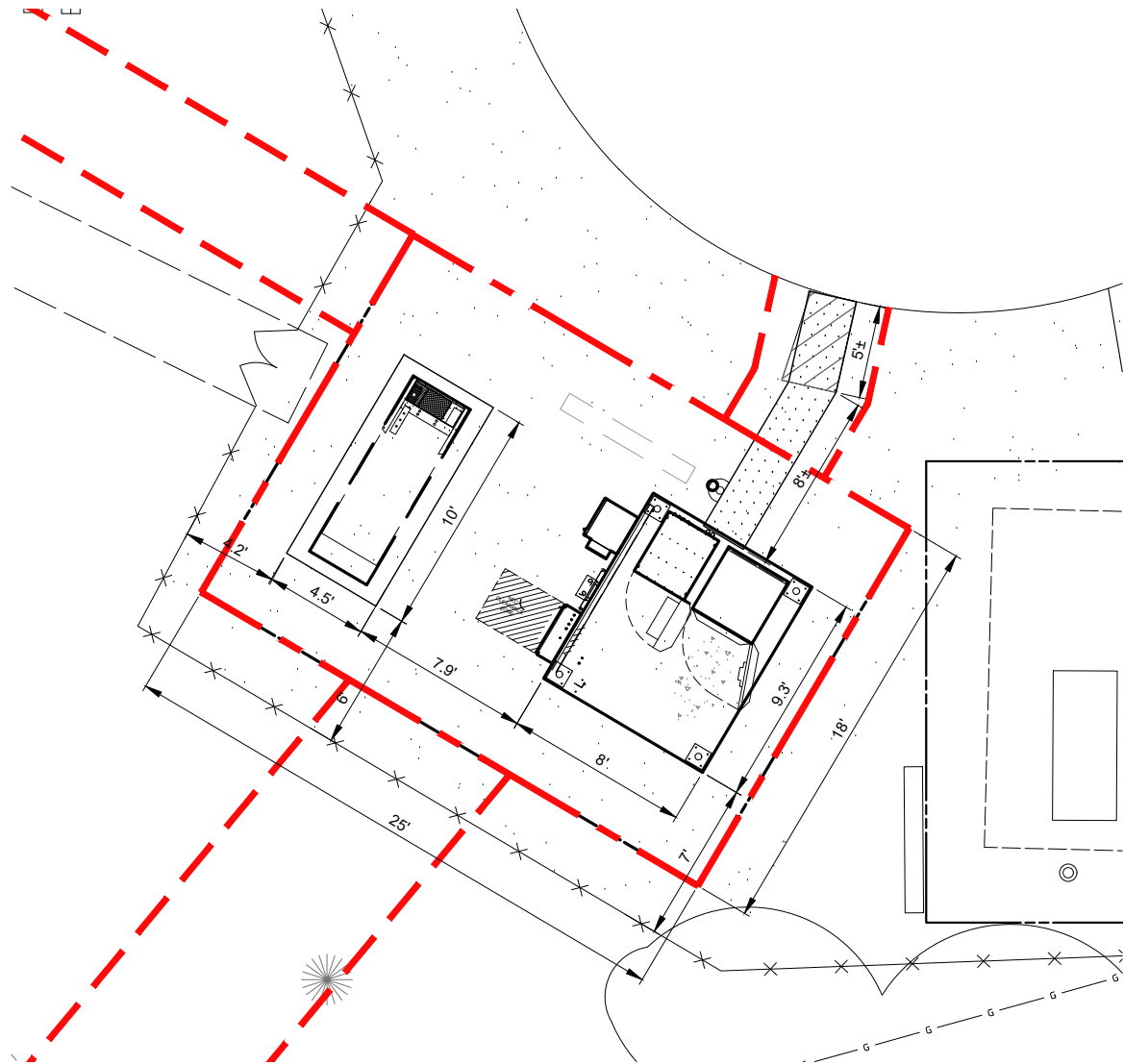
CHILDREN'S HOSPITAL

8948 WATERTOWN PLANK ROAD
WAUWATOSA, WI 53226

DRAWN BY:	TH
CHECKED BY:	DS
DATE:	06/13/19
PROJECT #:	33-3203

SHEET TITLE
LOCATION PLAN

SHEET NUMBER
LP



2 SITE DIMENSION PLAN
SCALE: 1" = 4'

NOTE TO G.C.
G.C. TO HAND DIG ELECTRICAL LINES IN VICINITY
OF EXISTING BURIED UTILITIES

SURVEY PERFORMED BY:

MERIDIAN
SURVEYING, LLC

N8774 Firelane 1 Office: 920-993-0881
Menasha, WI 54952 Fax: 920-273-6037

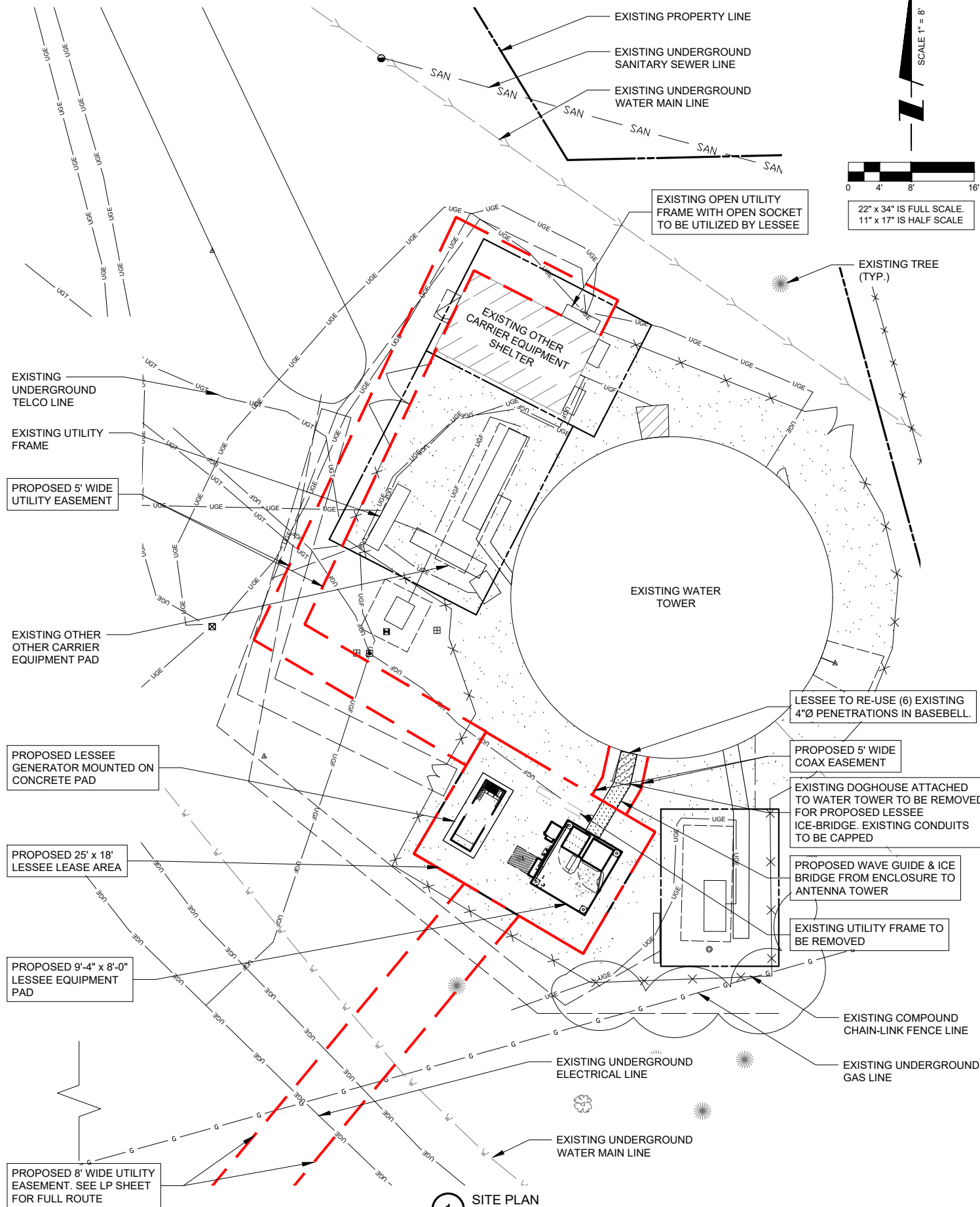
BM: TOP OF TAG BOLT ON HYDRANT, LOCATED WEST OF WATER TOWER

ELEVATION: 745.82'

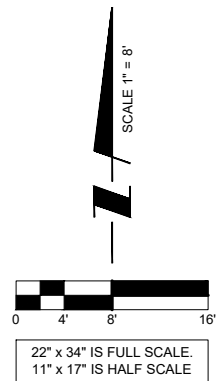
OPERATES 24 HOURS
A DAY 365 DAYS A YEAR

Call
Before
You Dig
JULIE
ILLINOIS
ONE CALL SYSTEM

CALL JULIE TOLL FREE
1(800) 892-0123
48 HOURS BEFORE
YOU DIG



1 SITE PLAN



verizon
1515 WOODFIELD ROAD,
SUITE 1400
SCHAUMBURG, ILLINOIS 60173
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS		NO.	DATE	BY	TH
DESCRIPTION					
ISSUED FOR REVIEW			06/14/19		

LOC. # 236678

CHILDREN'S
HOSPITAL

8948 WATERTOWN
PLANK ROAD
WAUWATOSA, WI 53226

DRAWN BY:	TH
CHECKED BY:	DS
DATE:	06/13/19
PROJECT #:	33-3203

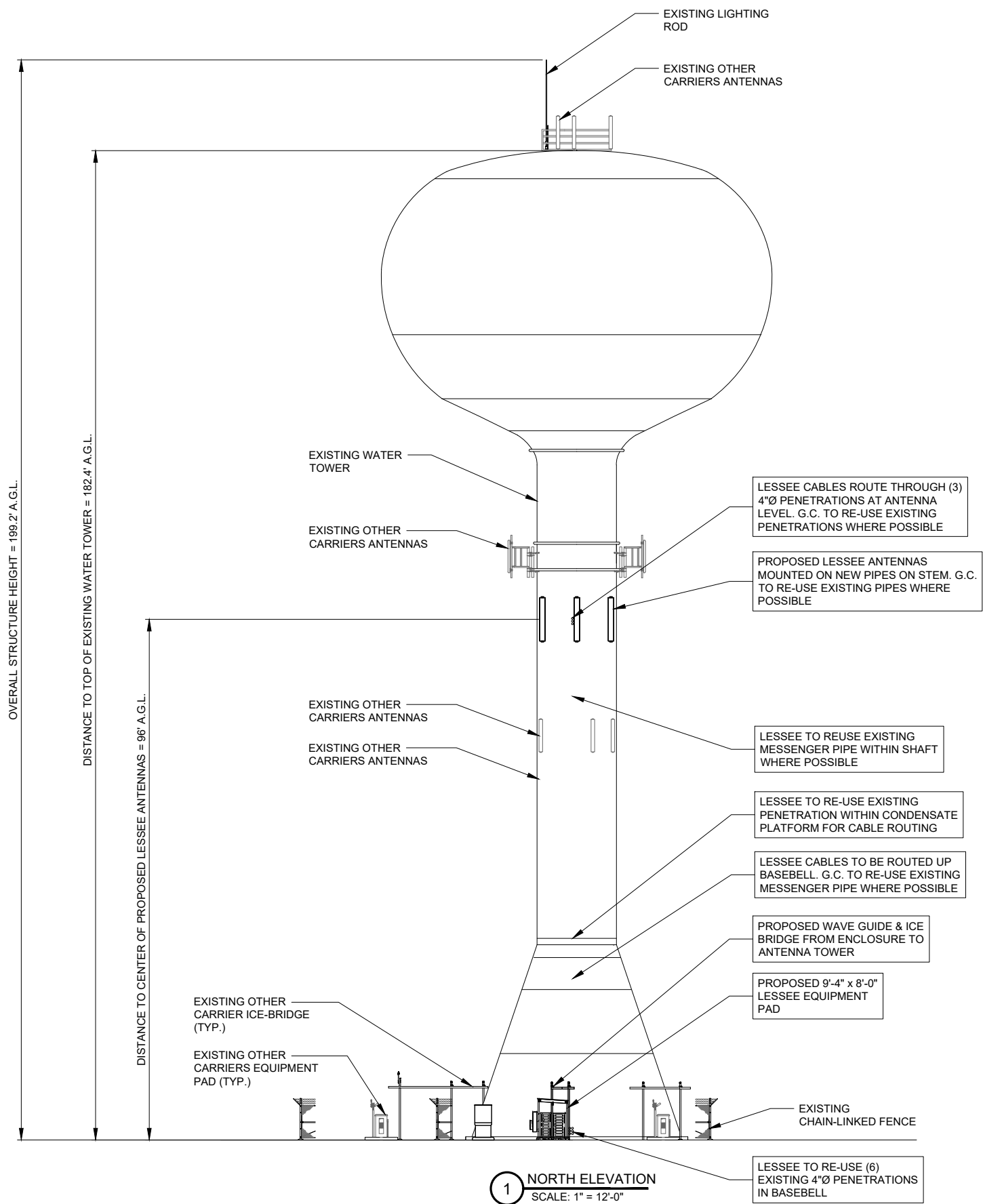
SHEET TITLE
ENLARGED
SITE PLAN

SHEET NUMBER

C-1

NOTE:
THIS DRAWING IS FOR EXHIBIT AND
LAYOUT PURPOSES ONLY.

FINAL EXHIBIT PENDING STRUCTURAL
ANALYSIS BY OTHERS



verizon

1515 WOODFIELD ROAD,
SUITE 1400
SCHAUMBURG, ILLINOIS 60173
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS		DATE	BY	TH
NO.	DESCRIPTION	ISSUED FOR REVIEW		
1		06/14/19		

LOC. # 236678

CHILDREN'S
HOSPITAL

8948 WATERTOWN
PLANK ROAD
WAUWATOSA, WI 53226

DRAWN BY:	TH
CHECKED BY:	DS
DATE:	06/13/19
PROJECT #:	33-3203

SHEET TITLE

SITE ELEVATION

SHEET NUMBER

ANT-1