EXHIBIT B

LICENSE

(This document is a license of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

This License is entered into this _____ day of _____, 2022, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin ("City"), and **CCATT LLC**, a Delaware limited liability company ("Licensee").

WITNESSETH:

WHEREAS, the City and TeleCorp Realty, LLC are parties to that certain License, dated May 17, 2001, and recorded with the Dane County Register of Deeds on July 3, 2001 as Document No. 3341968 (the "2001 License"); and

WHEREAS, the Licensee is the successor-in-interest to TeleCorp Realty, LLC; and

RETURN TO: City of Madison
Economic Development Division
Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: 251-0709-131-2001-3 (part of)

WHEREAS, the 2001 License pertains to the placement by the Licensee of a telecommunications lightpole monopole within the City-owned park commonly known as Breese-Stevens Field, located at 917 East Mifflin Street, Madison, Wisconsin (the "Property"), together with the placement of a telecommunications equipment shelter near the base of such monopole; and

WHEREAS, the term of the 2001 License expired on June 17, 2021, with no options to renew remaining; and

WHEREAS; the Licensee desires to continue to operate and maintain its telecommunications equipment at the site, and the City is agreeable to allowing such continued use.

NOW, THEREFORE, the parties hereby agree as follows:

1. Termination of 2001 License. The 2001 License terminated effective as of midnight on June 17, 2021 ("Termination"). The Term, as defined below, shall be deemed to have immediately commenced following Termination so that Licensee maintains exclusive use of the Tower.

2. Premises. The City hereby grants to the Licensee the continued right to maintain and operate a telecommunications monopole tower ("Tower"), and a telecommunications equipment shelter ("Equipment Shelter") upon certain "Premises" located at the Property. The Property is more particularly described on Exhibit A and the Premises are depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference.

3. Term. This License shall be for an initial term of five (5) years, subject to early revocation or termination pursuant to the terms of this License. This License shall commence as of June 18, 2021 (the "Effective Date") and expire at midnight on June 17, 2026.

4. Renewal. This License may be renewed for three (3) subsequent five (5) year terms upon agreement of the parties as to the terms of the renewal. If the Licensee desires to renew this License, the Licensee must give notice in writing to the City a minimum of one hundred eighty (180) days prior to the expiration of the initial term or any renewal term in the manner specified in Paragraph 27. Following receipt of such notice, the City shall indicate by written notice to the Licensee, given within sixty (60) days after receipt of the Licensee's notice, of its approval or denial of the Licensee's request for renewal.

5. Hold Over. In the event the Licensee shall continue to occupy or use the Premises after the expiration of this License or any extension thereof, such holding over shall be deemed to constitute an occupancy from month to month, upon the same terms and conditions as herein provided except that a License Fee equal to one-twelfth (1/12) of the annual License Fee multiplied by two shall be paid monthly in advance, and in no event shall the occupancy be deemed to be from one (1) year to one (1) year.

6. Use.

   a. The Licensee's use of the Premises shall be limited to the continued placement, operation, maintenance, repair, replacement and removal of up to nine (9) telecommunications antennas ("Antenna" or "Antennas") on the Tower. The Licensee shall also be permitted to install ancillary equipment (e.g remote radio units, tower mounted amplifiers, etc.) ("Ancillary Equipment") on the Tower. The Antennas and Ancillary Equipment are hereinafter collectively referred to as the "Equipment."

   b. The Licensee shall also be permitted to continue to operate, maintain and repair the Equipment Shelter, together with wiring and conduit necessary to connect the Equipment on the Tower with the Equipment Shelter and to provide necessary utility service thereto. The current as-built construction drawings are attached hereto as Exhibit C and made part of this License by reference.

7. Acceptance of Premises. The Licensee has taken possession of the Premises pursuant to the 2001 License. The taking of possession of the Premises by the Licensee is conclusive evidence that the Licensee:

   a. accepts the Premises as suitable for the purposes for which it is licensed; and

   b. accepts the Premises and every part thereof in an as-is condition, with all defects, except for latent defects.

8. Administrative Fees.

   a. The Licensee shall pay to the City a one-time administrative fee of Two Thousand Five Hundred and no/100 Dollars ($2,500.00), due within thirty (30) days after the date this License is signed by both parties, as payment of the City's costs of negotiating and processing this License.

   b. The Licensee shall pay to the City an administrative fee of Two Thousand and no/100 Dollars ($2,000.00) for each subsequent amendment to this License, if any.

9. License Fee.

a. The Licensee shall pay to the City a base annual fee ("License Fee") of Thirty Thousand and no/100 Dollars ($30,000.00) for the use of the Premises. The License Fee shall increase annually by three percent (3%) effective as of each anniversary of the Effective Date of this License. The License Fee schedule is set forth in attached Exhibit D.

b. The first payment shall be due upon the Effective Date of this License. Subsequent License Fee payments shall be due on or before the anniversary of the Effective Date of this License. All payments are to be made to the City Treasurer, referenced to Real Estate Project No. 5030, and sent or personally delivered to the City's Economic Development Division at the address specified in Paragraph 27.

c. The City shall have the right to assess a penalty for each occasion on which the License Fee is not paid within thirty (30) days of its due date. Any License Fee that remains unpaid shall accrue interest at the rate of twelve percent (12%) per annum from the due date until paid, or Two Hundred Fifty Dollars ($250), whichever is greater.

d. In addition to the provisions of Paragraph 20, the City shall have the right, under this Paragraph, to send late payments of the License Fee to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.

10. Interference.

The Licensee's operation and maintenance of the Tower, Equipment, and Equipment Shelter shall not damage or interfere in any way the City's use of the Property. The Licensee agrees to cease all such actions which materially interfere with the City's use of the Property immediately upon actual notice of such interference, provided however, in such case, the Licensee shall have the right to terminate the License. The City, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve the Property. Except in cases of emergency, the City will endeavor to provide the Licensee with written notice in advance of any scheduled repair, maintenance, alteration or improvement of the Property which would materially affect the Licensee's use of the Premises. The Licensee agrees to reimburse the City for the reasonable costs of any additional repair, maintenance, alteration or improvement costs which the City incurs as a result of the Licensee's Tower, Equipment and Equipment Shelter being located on the Premises. The City shall attempt to minimize, at no additional expense to the City, any disturbance to the Licensee's operations during such repairs, maintenance, alterations or improvements. Should the City's activities interfere with the Licensee's operation, the City shall, if feasible, allow the Licensee to install temporary facilities, at its sole cost, on the Property until such activities are completed.

Before making any modifications to the existing Tower or Equipment, the Licensee shall provide to the City, at the Licensee's expense, an engineering study indicating whether the Tower is able to structurally support such modifications.

11. RF Emissions.

a. The Licensee shall be responsible for ensuring that the Equipment does not cause radio frequency ("RF") emissions that are in excess of the safe limits established by the FCC

("RF Standards"). Before installing or making any modifications to the Equipment, the Licensee shall survey the existing RF environment at the Property. By installing the Equipment, the Licensee shall be deemed to have represented to the City that the Equipment shall not itself violate, or, in conjunction with other RF sources located at the Property as of the Effective Date cause to be violated, the RF Standards. The Licensee shall provide the City with safety recommendations that address the protection of those who must be on the Property due to maintenance, repair, or other activities related to the operations carried out at the Property.

b. The Licensee shall cooperate with the City in reducing RF exposure to maintenance personnel, which may include powering down the Equipment if necessary, if the City maintenance work cannot be safely completed without such action. The City shall provide the Licensee with as much advance notice of any such maintenance as is reasonably available and identify the scope of maintenance work and locations of same. Upon receipt of the information, Licensee and City shall determine in good faith whether a reduction in power is required to safely perform the work.

12. Construction or Mechanics Liens.

a. The Licensee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Premises, nor against the Licensee's interest in the Premises, by reason of work, labor services or materials supplied or claimed to have been supplied to the Licensee or anyone holding the Premises or any part thereof through or under the Licensee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Premises or any part thereof, nor as giving the Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or construction liens against the fee of the Premises. If any such lien is filed, the Licensee shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.

b. If any such construction or mechanics' lien shall at any time be filed against the Premises, the Licensee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Premises, and that it will also defend on behalf of the City, at the Licensee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Licensee's failure to do any of the foregoing things, the City may take such action as may be reasonably necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Licensee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

13. Special Conditions.

a. Pursuant to the 2001 License, the Licensee has constructed the Tower and has mounted light fixtures on the Tower of a type and quantity acceptable to the City's Park Superintendent. The City shall be responsible for future replacements of such light fixtures.

b. The Licensee shall be responsible for and pay all costs associated with the maintenance, repair, and replacement of the Tower, Equipment, and Equipment Shelter, , including the resodding of any disturbed turf areas.

c. No exterior storage of materials, equipment or vehicles is permitted on the Premises, except the temporary and orderly placement of items in conjunction with maintenance, repair, replacement or removal activities.

d. The Licensee shall have non-exclusive, unlimited access, 24 hours a day, 7 days a week, 365 days a year, to the Premises, subject to the following: the Licensee shall contact the Parks Division at (608) 266-4711 a minimum of two (2) business days prior to any access to the Premises and prior to beginning any work or major repairs to allow for coordination with the City's Parks Division so as to not disrupt scheduled park activities.

e. The Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Tower are properly secured in order to prevent unauthorized access to the Tower. The Licensee shall be assessed a penalty of Two Thousand and no/100 Dollars ($2,000.00) for each instance of non-compliance with the requirements of this Subparagraph, payable within forty-five (45) days after Licensee's receipt of notice and invoice from the City as liquidated damages for breach of this paragraph; provided, however, that the City must provide the Licensee with written evidence that such violation is due to the acts of the Licensee, its employees, contractors, subcontractors, or agents; and, in the event that curing such violation requires the Licensee to access the Premises, the City shall grant the Licensee such access as soon as reasonably possible after providing notice of such violation.

f. Any modifications to the Tower, Equipment, or Equipment Shelter shall be subject to the written approval of the City and any other required governmental approvals before the Licensee may begin the modification of the Tower, Equipment, or Equipment Shelter. Notwithstanding any provision of this Subparagraph to the contrary, without obtaining the City's prior consent, the Licensee shall have the right to: (i) make additions, alterations or improvements to the Licensee's Equipment housed within the Equipment Shelter; and (ii) replace any or all of its Equipment installed on or about the Tower with replacement equipment of the same kind, which is reinstalled in the same place and position and is of the same size and weight as the replaced Equipment. In the event of any modifications to the Equipment, the Licensee shall complete and submit to the City the Equipment Modification Form attached as Exhibit E, together with all requisite studies and reports. In the event a modification should result in a change to the License Fee calculation set forth in Exhibit D, the parties agree to enter into an amendment to this License for the purpose of updating Exhibit D. The adjustment to the License Fee shall be effective upon the start date indicated in Paragraph B.2.a. of the City's Equipment Modification Form, regardless of the actual date of installation on the Tower, and shall be prorated for any partial year.

g. In the event the City requires the expertise of a third party engineer/consultant to review the installation of the Licensee's Equipment or any future modifications to the Licensee's Equipment, the Licensee shall be required to reimburse the City for costs incurred by the City, totaling up to Five Thousand and no/100 Dollars ($5,000.00) for each time an installation or modification is performed on the Tower, as a result of hiring said engineer/consultant. Such third party review shall include, but not be limited to, the following: the review of plans and specifications; review of structural, interference, and other reports; and on-site inspections and meetings. All fees and invoices must be paid within thirty (30) days after the City sends the Licensee an invoice for the same together with reasonable supporting documentation evidencing such fees.

h. The Licensee shall in no way encumber, or allow to be encumbered, the City's title to the Premises.

i. Within thirty (30) days following any modification to the Tower, Equipment, or Equipment Shelter, the Licensee shall provide the City with an as-built construction drawings showing the actual location of the Equipment installed on the Tower. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment installed on the Tower and the Premises.

j. The Licensee shall, at its own expense, keep and maintain the Premises in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, any required paving, painting, general repairs, removal of garbage and debris, snow removal, landscape and upkeep. No exterior storage of materials, equipment or vehicles is permitted on the Premises, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.

k. The City shall not be liable for any damage to the Tower, Equipment, Equipment Shelter or other site improvements.

l. The Tower shall become the exclusive property of the City upon the expiration, revocation or termination of this License. The Equipment and Equipment Shelter shall remain the exclusive property of the Licensee.

m. The Licensee agrees to join and maintain membership in Diggers Hotline and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this License.

14. Destruction of Premises. If the Tower is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the Licensee shall have the option to either:

a. Repair or replace the Tower at its sole expense within thirty (30) days of the date of damage or destruction, except as may be adjusted by the City to allow for weather conditions. In such event, the annual License Fee shall be abated until such repair or replacement is completed and any prepaid License Fee for such abatement period shall be a credit against the License Fee for the following year. During the abatement period the

Licensee may install on the Premises, at its sole expense, temporary facilities to allow the continuation of its telecommunication operations; or

b. Revoke the License effective on the date of such damage or destruction, provided that the Licensee shall, at its sole expense, repair the Tower or construct in place of the Tower a light pole, of a size and type satisfactory to the City within thirty (30) days of the date of such damage or destruction, except as may be adjusted by the City to allow for winter conditions. In such event, the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunications operations for a period not to exceed one (1) year, unless otherwise agreed to by the parties. Said temporary facilities shall not interfere with the City's use of the Property. Any License Fee that has been prepaid for the period following the revocation shall be prorated on a per diem basis refunded to the Licensee.

15. Taxes.

a. Real Estate Taxes. The City is a tax-exempt entity. Should any City of Madison Ordinance or State of Wisconsin Statute require that the Property be subject to real estate taxes or assessments, the Licensee shall be liable for the Licensee's proportionate share of all such real estate taxes and assessments on a prorata square foot basis as the area of the Premises bears in relation to the Property and for all taxes imposed on the full value of the Licensee's improvements, if any, constructed on the Premises.

b. Personal Property Taxes. The Licensee shall pay, before delinquency, all municipal, county and state or federal taxes assessed against any interest of the Licensee in the Premises or assessed against the Tower, Equipment, or Equipment Shelter.

16. Utilities. The Licensee shall be responsible for arranging for the installation of all utility services to the Premises for the Licensee's use and shall be responsible for payment of such utility services, with the exception that the City shall be responsible for utility costs associated with the light fixtures located on the Tower.

17. Indemnification. The Licensee shall be liable to and agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Licensee and/or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this License, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of this License.

18. Insurance. The Licensee shall carry commercial general liability insurance covering as insured the Licensee and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of $1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this License. As evidence of this coverage, the Licensee

shall furnish the City with a certificate of insurance on a form approved by the City, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this License is in effect, the Licensee shall provide a renewal certificate to the City for approval.

19. Assignment and Sublicensing. The Licensee shall not assign, lease, sublease, or in any way transfer this License or sublicense the Premises, or any portion thereof, or otherwise allow a third party to use the Premises, without the prior written consent of the City, which consent shall not be unreasonably withheld conditioned or delayed. Notwithstanding the foregoing the Licensee is hereby permitted to sublicense the Premises to Madison MPL Tower Holdings LLC, and the City hereby consents to such sublicensing. Before an assignment shall be effective, any assignee of this Licensee shall assume in writing all of the obligations of the Licensee under the terms and conditions of this License. The Licensee shall promptly provide to the City documentation of any assignment of this License.

20. Revocation and Termination.

a. The City shall have the right, at its sole option, to declare this License void, revoke the same, reenter and take possession of the Premises under the following conditions:

(1) By giving the Licensee thirty (30) days written notice, upon or after any one of the following events:

i. The failure of the Licensee to make any payment due under this License at any time following the filing by the Licensee of a voluntary petition in bankruptcy.

ii. The institution of proceedings in bankruptcy against the Licensee and the adjudication of the Licensee as bankrupt pursuant to such proceedings.

iii. The taking by a court of competent jurisdiction of the Licensee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.

iv. The appointment of a receiver of the Licensee's assets.

v. The divestiture of the Licensee's interest herein by other operation of law, except as permitted in Paragraph 19.

vi. The abandonment by the Licensee of the Premises.

vii. The use of the Premises for an illegal purpose.

viii. In the event the Licensee fails to eliminate interference or to cease its operations as required by Paragraph 10.

In the event of revocation under this Subparagraph, any License Fee that has been prepaid shall be retained by the City as liquidated damages.

(2) In the event that the Licensee shall fail to maintain insurance as required by this License, the City may elect to: (a) immediately revoke this License and cause the removal of all Equipment installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this License and charge the Licensee the cost of same. In the event of revocation under this Subparagraph, any License Fee that has been prepaid shall be retained by the City as liquidated damages.

(3) By giving the Licensee thirty (30) days written notice specifying the nature of the default in the event the Licensee defaults in the performance of any term or condition of this License other than those as set forth in Subparagraphs 20.a.(1) and 20.a.(2). Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Licensee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Licensee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of revocation under this Subparagraph, any prepaid License Fee shall be prorated on a per diem basis and refunded to the Licensee.

(4) Effective at any time following the expiration of the initial five (5)-year term, by giving the Licensee a minimum of one (1) year's prior written notice of revocation in the event the Premises, in the sole discretion of the governing body of the City, are desired for any public purpose or use, which use shall exclude the Licensee's permitted use under this License and any similar private use by any additional telecommunications provider. Any License Fee that has been prepaid for the period following the date the Equipment is relocated shall be prorated on a per diem basis and refunded to the Licensee. In the event of revocation under this Subparagraph, the City shall use its best efforts to provide the Licensee with a satisfactory alternate location on City-owned property which would allow for comparable telecommunications coverage.

Failure of the City to declare this License revoked upon the breach or default of the Licensee for any reason set forth in Subparagraphs 20.a.(1), 20.a.(2) or 20.a.(3) shall not operate to bar or destroy any right of the City to revoke this License for any subsequent breach or default of any term or condition of this License.

b. The Licensee shall have the right to terminate this License at any time during the initial term of this License or any renewal terms by giving the City a minimum of one (1) year's written notice of termination. In the event of termination under this Subparagraph, the date of termination must coincide with the anniversary of the Effective Date.

21. Rights Upon Expiration, Revocation or Termination. Upon the expiration, revocation or termination of this License for any cause, the Licensee's rights in the Premises and its obligations hereunder (except any obligations that by their nature or by their language survive termination) shall cease, and the Licensee shall immediately surrender the Premises, subject to the provisions of Paragraph 24.

22. Compliance. The Licensee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Premises. The Licensee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Licensee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

23. Hazardous Substance Indemnification. The Licensee represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Licensee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof, which was caused by the Licensee or any of its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property. This paragraph shall survive termination and assignment or transfer of this License.

24. Removal and Disposal of Personal Property. Upon the expiration, revocation or termination of this License, the Licensee, at the Licensee's sole cost, shall remove from the Premises the Equipment Shelter and all Equipment installed by the Licensee. The Licensee shall also restore the Premises to a condition equivalent to that which existed prior to the date that the Licensee first occupied the Premises, with the exception that the Tower shall remain and become the property of the City, and with the exception of normal wear and tear, and with the exception of any loss incurred under Paragraph 14. Removal of the Equipment Shelter and Equipment and restoration of the Premises shall be accomplished within sixty (60) days of expiration, revocation or termination of this License, except as may be adjusted by the City to allow for winter conditions. The expiration, revocation or termination of this License shall not become effective until removal and repair has been accomplished to the satisfaction of the City, however, during such removal and repair period the Licensee's right to use the Premises shall be limited to removal and repair activities. In the event the Licensee fails to accomplish said removal and repair, the City may cause the removal and repair to be accomplished at the Licensee's expense and with no liability or cost to the City. The City may waive or alter this removal and repair requirement if, at its sole discretion, it so chooses. Any such waiver or alteration shall not reduce the time allowed for the removal or repair activities or place conditions on the Licensee which are greater than those provided in this Paragraph. To ensure compliance under this Paragraph, the Licensee shall keep in effect throughout the term of this License a surety bond in the amount of $10,000 with performance payment and maintenance clauses payable to the City.

25. Premises Required By Eminent Domain.

In the event the Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of this License, and the reversion and fee interests, shall belong to the City without any deduction therefrom for any present or future estate of the Licensee, and the Licensee hereby assigns to the City all of its right, title and interest to any such award. However, the Licensee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Licensee on account of interruption of the Licensee's business and for moving and relocation expenses.

In the event the whole of the Premises or any part thereof shall be taken or condemned so that the balance cannot be used for the same purpose and with substantially the same utility to the Licensee as immediately prior to such taking, this License shall terminate upon delivery of possession to the condemning authority and any License Fee that has been prepaid for the period following the termination shall be prorated on a per diem basis and refunded to the Licensee unless the Licensee will receive compensation for any prepaid License Fee from the condemning authority.

26. Right of Entry. The City or its representatives shall have the right to enter upon the Premises (but shall not have access to the Equipment or Equipment Shelter without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the City) at any reasonable time for the following purposes:

    a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this License or in the exercise of its police powers.

    b. For the purpose of performing work related to any public improvement, provided that the City restore the Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Licensee agrees to hold the City harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement.

27. Notices. All notices to be given under the terms of this License shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For the City: City of Madison
Economic Development Division
Office of Real Estate Services
Madison Municipal Building
215 Martin Luther King, Jr. Boulevard
P.O. Box 2983
Madison, WI 53701-2983

For the Licensee: CCATT LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Dept.
2000 Corporate Drive

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

28. Definition of City and Licensee. The terms "City" and "Licensee" when used herein shall mean either singular or plural, as the case may be, and the provisions of this License shall bind the parties mutually, their heirs, personal representatives, successors and assigns.

29. Signs. Any signs on the Premises shall be in conformity with the provisions of Chapter 31, Street Graphics Control, Madison General Ordinances. Signage for advertising purposes shall not be permitted.

30. Severability. If any term or provision of this License or the application thereof to the City or the Licensee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such terms or provisions to the City or the Licensee or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the License shall be valid and be enforceable to the fullest extent permitted by law.

31. Non-Discrimination. In the performance of the services under this License, the Licensee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Licensee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this License because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

32. Accessibility. The Premises shall conform where applicable to the accessibility provisions of the Wisconsin Administrative Code, Madison General Ordinance 39.05, the Federal Fair Housing Act as amended, and the Americans with Disabilities Act, regarding accessibility for the use of the Premises by the Licensee's employees, with all costs of compliance to be paid by the Licensee.

33. Subordination.

    a. This License is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Premises.

    b. The Licensee shall subordinate its rights in this License, without compensation, at the request of the City to provide easements and rights-of-way for all public and private utilities across or along the Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Premises by the Licensee under the terms of this License.

34. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or the Licensee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or the Licensee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

35. Authorized Agent. The City's Director of Community and Economic Development or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this License, with authority to administer this License lawfully on behalf of the City.

36. Entire Agreement. All terms and conditions with respect to this License are expressly contained herein, and this License supersedes any and all oral contracts and negotiations between the parties.

37. Amendment. No alteration, amendment, change, or addition to this License shall be binding upon the parties unless in writing and signed by them.

38. Conflict of Interest.

    a. The Licensee warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this License.

    b. The Licensee shall not employ or contract with any person currently employed by the City for any services included under the provisions of this License.

39. Law Applied. This License shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

40. Third Party Rights. This License is intended to be solely between the parties hereto. No part of this License shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Goodwill. Any and all goodwill arising out of this License inures solely to the benefit of the City; the Licensee waives all claims to benefit of such goodwill.

42. Quiet Enjoyment. Pursuant to this License and subject to the rights and privileges retained by the City and granted to other licensees, the City hereby covenants and agrees that if the Licensee shall perform all of the covenants and agreements herein to be performed on the Licensee's part, the Licensee shall, at all times during the continuance hereof, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from the City or any person lawfully claiming the Premises.

43. Public Record. A Memorandum of License will be recorded by the City at the office of the Dane County Register of Deeds after this License is executed by the parties.

44. Counterparts, Electronic Signature and Delivery. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this License may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this License may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this License may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this License, fully executed, shall be as valid as an original.

[Signatures on following two pages]

IN WITNESS WHEREOF, the parties have entered into this License as of the date first set forth above.

CCATT LLC,
a Delaware limited liability company

By: _____
(signature)

_____, _____
(print or type name) (title)

State of _____)
)ss.
County of _____)

Personally came before me this _____day of _____, 2022, _____ (name), _____ (title), of the above named CCATT LLC, a Delaware limited liability company, known to be the person who executed the above foregoing instrument and _____ (name) of said limited liability company, and acknowledged that he/she executed the foregoing instrument as such _____ (title) as the deed of said limited liability company by its authority.

_____
Notary Public, State of _____

_____
(Print or Type Name)
My Commission Expires: _____

[Signatures continue on following page]

CITY OF MADISON

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth Witzel-Behl, City Clerk

AUTHENTICATION
The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this _____ day of _____, 2022.

_____

_____, Assistant City Attorney
Member of the Wisconsin Bar

Approved	**Date**	**Approved**	**Date**
_____	_____	_____	_____
David Schmiedicke, Finance Director		Eric Veum, Risk Manager	

Approved as to Form	**Date**
_____	_____
Michael Haas, City Attorney	

Execution of this License by the City of Madison is authorized by Resolution Enactment No. RES-22-_____, File ID No. _____, adopted by the Common Council of the City of Madison on _____, 2022.

Drafted by the City of Madison Office of Real Estate Services Project No. 5030

EXHIBIT A

The Property:

Lot 1, Certified Survey Map No. 14936, recorded as Document No. 5444813, in Volume 105, pages 102-107, of Certified Survey Maps at the Dane County Register of Deeds Office, in the City of Madison, Dane County, Wisconsin.

Note: The Premises are located on that part of the Property denoted on Exhibit B. The Licensee's use of the Premises includes the non-exclusive right to access the Premises via the Access Easement corridor and to locate underground facilities within the Utility Easement corridor as shown on Exhibit B.

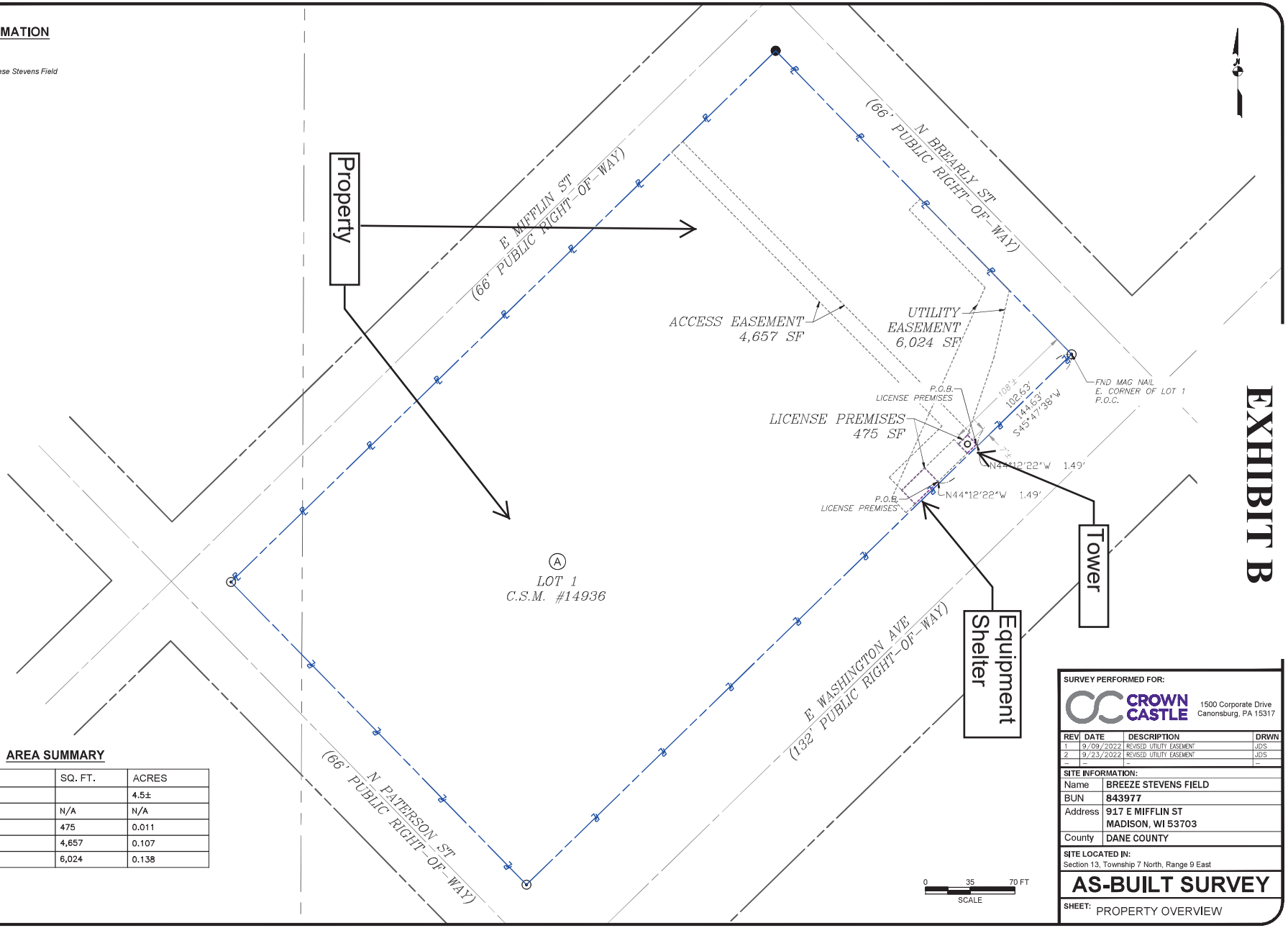
EXHIBIT B

PROPERTY INFORMATION

PARENT PARCEL

(A) *City Of Madison Parks Breese Stevens Field*
APN: 07-091-312-0013
Deed: Unavailble

Address:
917 E Mifflin St
Madison, WI 53703



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL		4.5±
TOWER COMPOUND	N/A	N/A
LICENSE PREMISES	475	0.011
ACCESS EASEMENT	4,657	0.107
UTILITY EASEMENT	6,024	0.138

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASEMENT	JDS
2	9/23/2022	REVISED UTILITY EASEMENT	JDS
–		–	–

SITE INFORMATION:

Name	BREEZE STEVENS FIELD
BUN	843977
Address	917 E MIFFLIN ST MADISON, WI 53703
County	DANE COUNTY

SITE LOCATED IN:
Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: PROPERTY OVERVIEW

AS-BUILT SURVEY

843977

BREEZE STEVENS FIELD

917 E MIFFLIN ST
MADISON, WI 53703
DANE COUNTY

LEGEND

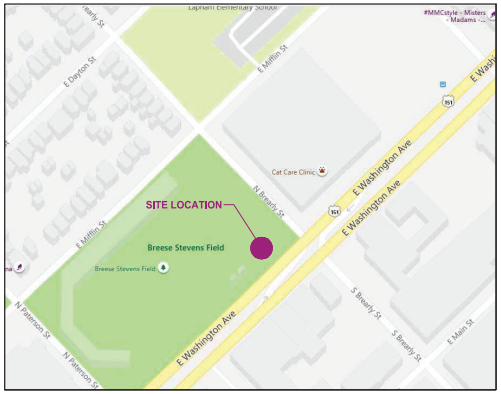
Additional Land
Building
Asphalt Pavement
Contour - Major
Contour - Minor
Easement
Guiderail
Jurisdiction Line
Property Line
Property Tie
Parent Property
Tower Easement
Right of Way
Setback
Treeline
Wetland
Railroad Tracks
Centerline
Road Centerline
Stream
Stream (Directional)
Ditch
Channel
Fence
Cable UG
Combined Sewer
Cable TV & Elec
Cable TV & Elec UG
Cable, Elec, & Tele
Cable, Elec, & Tele UG
Electric
Electric UG
Fiber
Fiber UG
Gas
Sewer
Storm
Telephone
Telephone UG
Unknown Utility
Water
Topo - High Point
Topo - Low Point
Breakline
Match line
Property Tie

IP / Rebar Monu
IP / Rebar Monu- Found
Cased Monu
Cased Monu - Found
Traverse Point
Survey Point
Gravel
Dirt
Concrete
Retaining Wall
Stairs
Door / Gate
Double Door / Gate
Gate - Sliding
Signs
Mailbox
Column
Utility Pole
Guyed Pole
Pole
Bollard
Fire Hydrant
Flag Pole
Shrub
Tree - Palm
Tree - Conferous
Tree - Deciduous
Metal Platform
Fuel Tanks
Traffic Signal Controller

Transformer (Aerial)
Transformer Pad
Catch Basin
Inlet
Culvert
Utility Vault
Manhole
Handhole
Pull box
Pedestal
Riser
Meter
Valve
Cleanout
Junction Box
Pump Station
Utility Box
Controller
HVAC
Generator

VICINITY MAP

NTS



CONTENTS

COVER SHEET
PROPERTY OVERVIEW
ACCESS EASEMENT OVERVIEW
UTILITY EASEMENT OVERVIEW
SITE OVERVIEW
SITE OVERVIEW DETAIL (INTERNAL USE)
LEGAL DESCRIPTIONS

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL		4.5±
TOWER COMPOUND	N/A	N/A
LICENSE PREMISES	475	0.011
ACCESS EASEMENT	4,657	0.107
UTILITY EASEMENT	6,024	0.138

SURVEY PROCEDURES & EQUIPMENT

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards As Required By Illinois.
Instruments Used:

- Trimble R10 GPS Rover on VRS Network
- Trimble S6 Robotic Total Station

BURIED UTILITIES NOTE

NOTE: Buried utilities depicted hereon were detected and marked by others using indirect methods. No subsurface excavation was performed to verify the type and location of the buried utilities depicted hereon. It is possible that other utilities serving the subject tower site exist that went undetected as a part of this survey.

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY

SURVEY PERFORMED FOR:
CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

SURVEY COORDINATED BY:
GEOLINE SURVEYING, INC.
13430 NW 10th Terrace, Suite A, Alachua, FL 32615
Tele: (386) 418-0500 | Fax: (386) 462-9986

SURVEY PERFORMED BY:
MeritCorp Group, LLC
4222 Meridian Park, Ste 112, Aurora, IL 60506
Tele: 630-554-6655 | Fax: 630-229-0366 | Lic. No. 184-005860

DRAWN BY: TH | CHK BY: JDS | JOB NO.: M21001

SURVEYOR'S CERTIFICATION:
I hereby certify to CCATT LLC, Crown Castle USA Inc., including its parents, subsidiaries and affiliated entities.

SURVEYOR NAME: JAMES P. MEIER

JAMES P. MEIER
LICENSED PROFESSIONAL LAND SURVEYOR
S-2192
STATE OF WISCONSIN
PALATINE, ILLINOIS

SIGNATURE
9/23/2022
DATE

ZONING:
"PR" PARKS AND RECREATION

FLOOD NOTE:
ZONE "X" PER MAP NO 55025C0428G, EFF. ON

BEARING BASIS:
GRID NORTH – WI SOUTH ZONE, STATE PLANE C
SYSTEM, NAD'83.

NOTES:

1. SURVEY PERFORMED ON 05/11/2021 (ADDI UTILITY MAPPING ON 8/16/2022).
2. DATA PROJECTED IN STATE PLANE COORDINA SYSTEM NAD'83, WITH NAVD'88 VERTICAL DA EPSG CODE: 2289
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON.
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASEMENT	JDS
2	9/23/2022	REVISED UTILITY EASEMENT	JDS
–	–	–	–

SITE INFORMATION:

Name	BREEZE STEVENS FIELD
BUN	843977
Address	917 E MIFFLIN ST MADISON, WI 53703
County	DANE COUNTY

SITE LOCATED IN:
Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: COVER SHEET

EXHIBIT C (PAGE 1 OF 7)

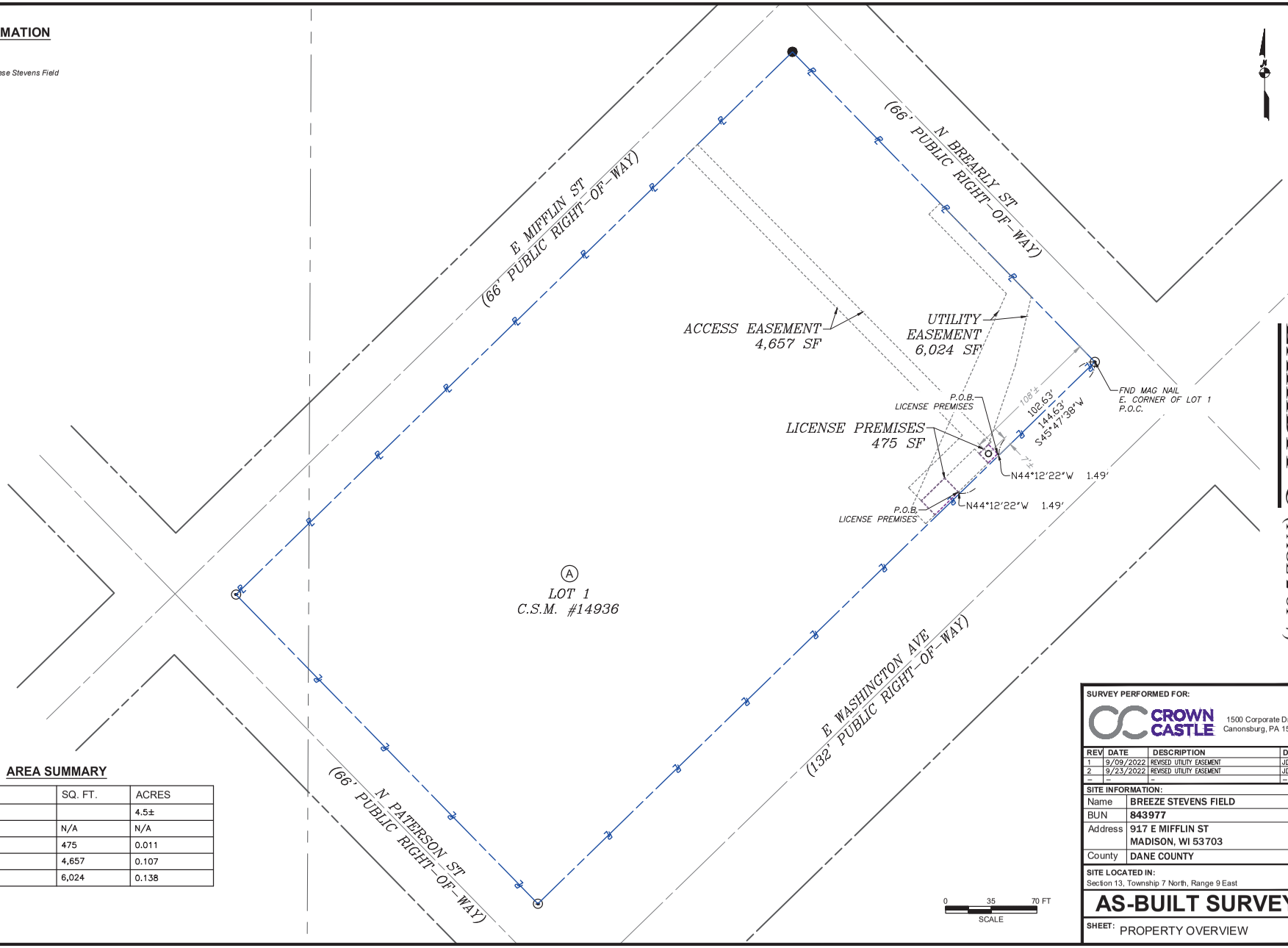
DWG NAME: M21001-843977.dwg

PROPERTY INFORMATION

PARENT PARCEL

(A) *City Of Madison Parks Breese Stevens Field*
APN: 07-091-312-0013
Deed: Unavailble

Address:
917 E Mifflin St
Madison, WI 53703



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL		4.5±
TOWER COMPOUND	N/A	N/A
LICENSE PREMISES	475	0.011
ACCESS EASEMENT	4,657	0.107
UTILITY EASEMENT	6,024	0.138

EXHIBIT C (PAGE 2 OF 7)

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASEMENT	JDS
2	9/23/2022	REVISED UTILITY EASEMENT	JDS
–	–	–	–

SITE INFORMATION:

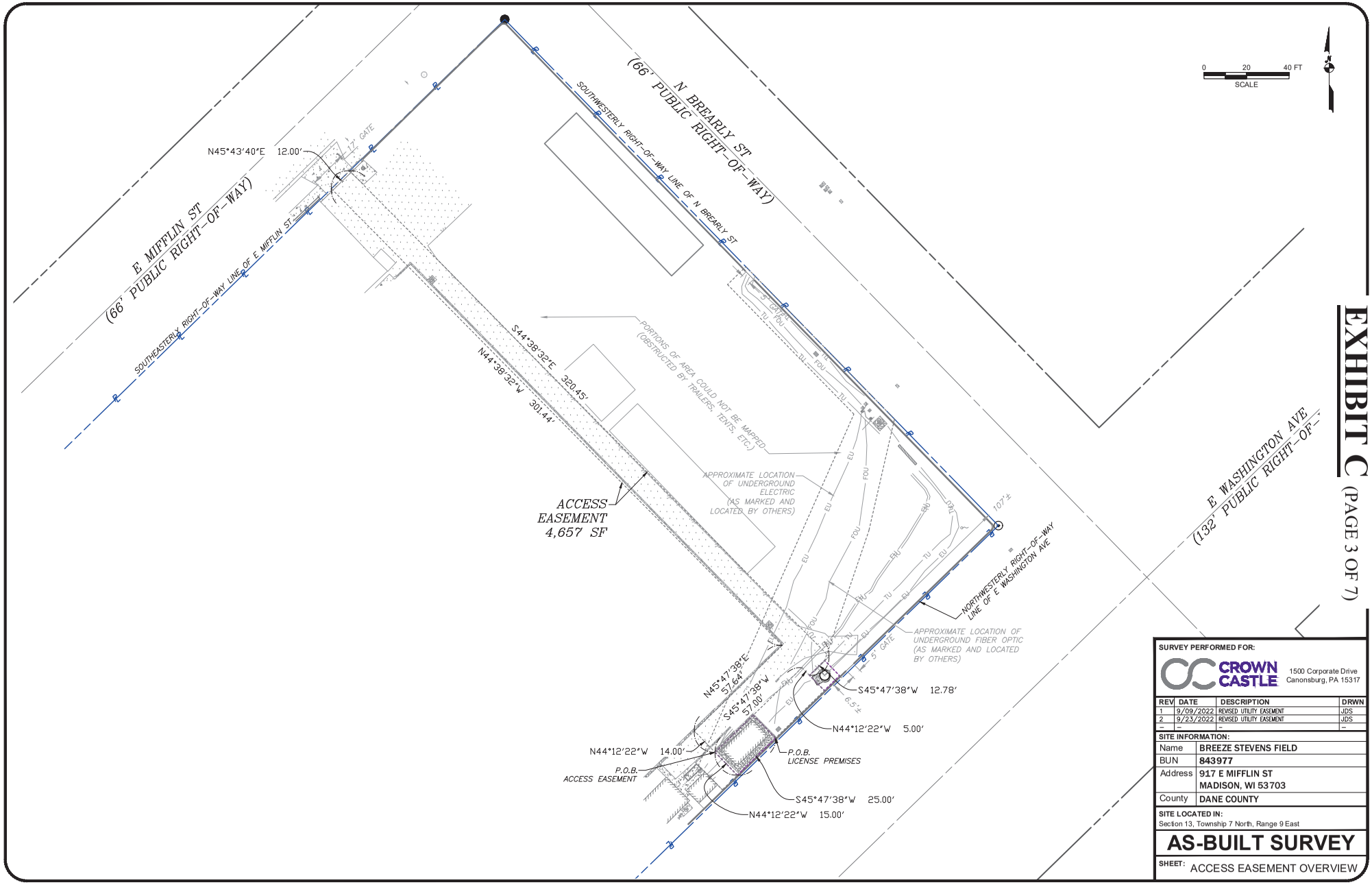
Name	BREEZE STEVENS FIELD
BUN	843977
Address	917 E MIFFLIN ST MADISON, WI 53703
County	DANE COUNTY

SITE LOCATED IN:
Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: PROPERTY OVERVIEW

EXHIBIT C (PAGE 3 OF 7)



SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASEMENT	JDS
2	9/23/2022	REVISED UTILITY EASEMENT	JDS
–	–	–	–

SITE INFORMATION:

Name	BREEZE STEVENS FIELD
BUN	843977
Address	917 E MIFFLIN ST MADISON, WI 53703
County	DANE COUNTY

SITE LOCATED IN:
Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: ACCESS EASEMENT OVERVIEW

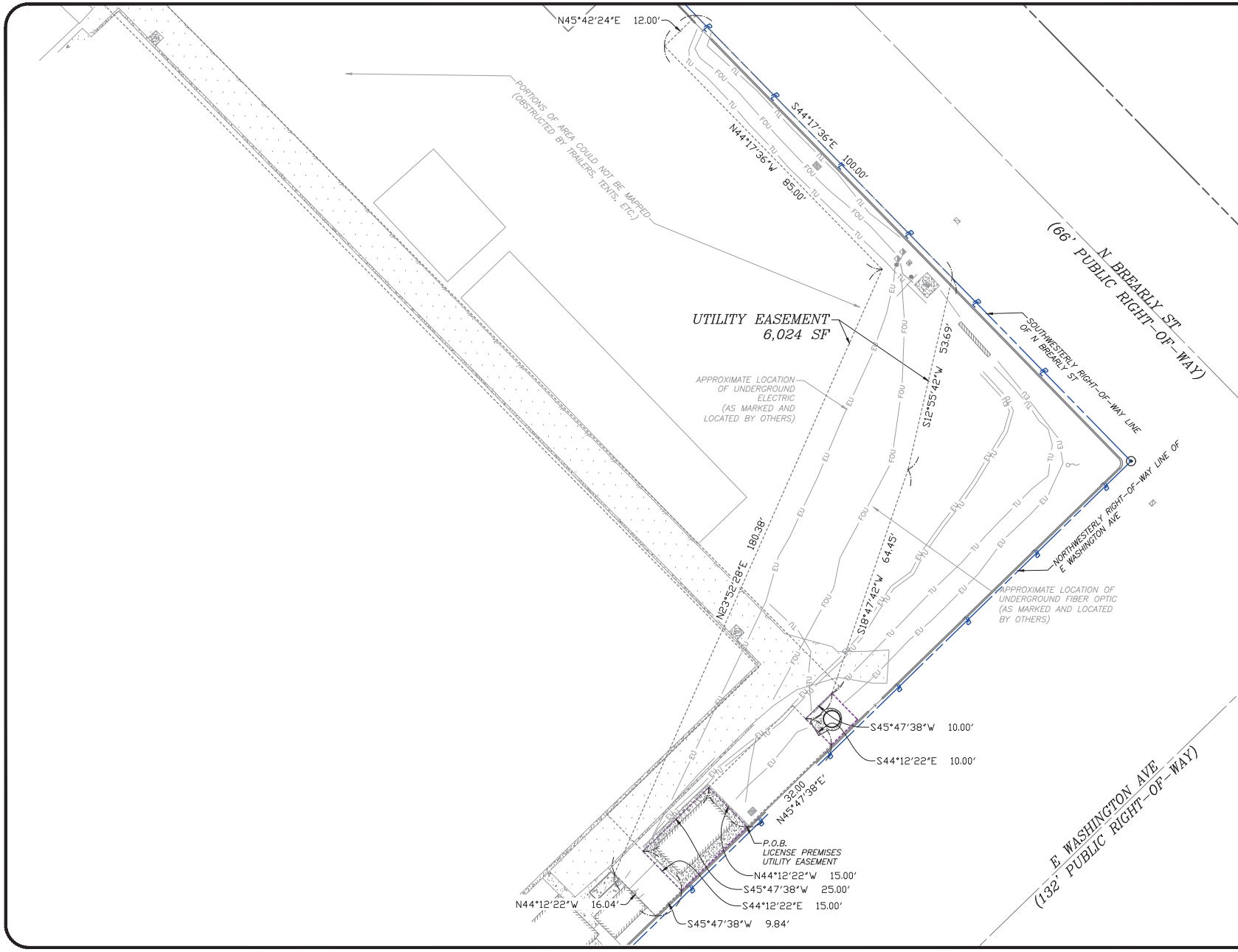


EXHIBIT C (PAGE 4 OF 7)

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASEMENT	JDS
2	9/23/2022	REVISED UTILITY EASEMENT	JDS
–	–	–	–

SITE INFORMATION:

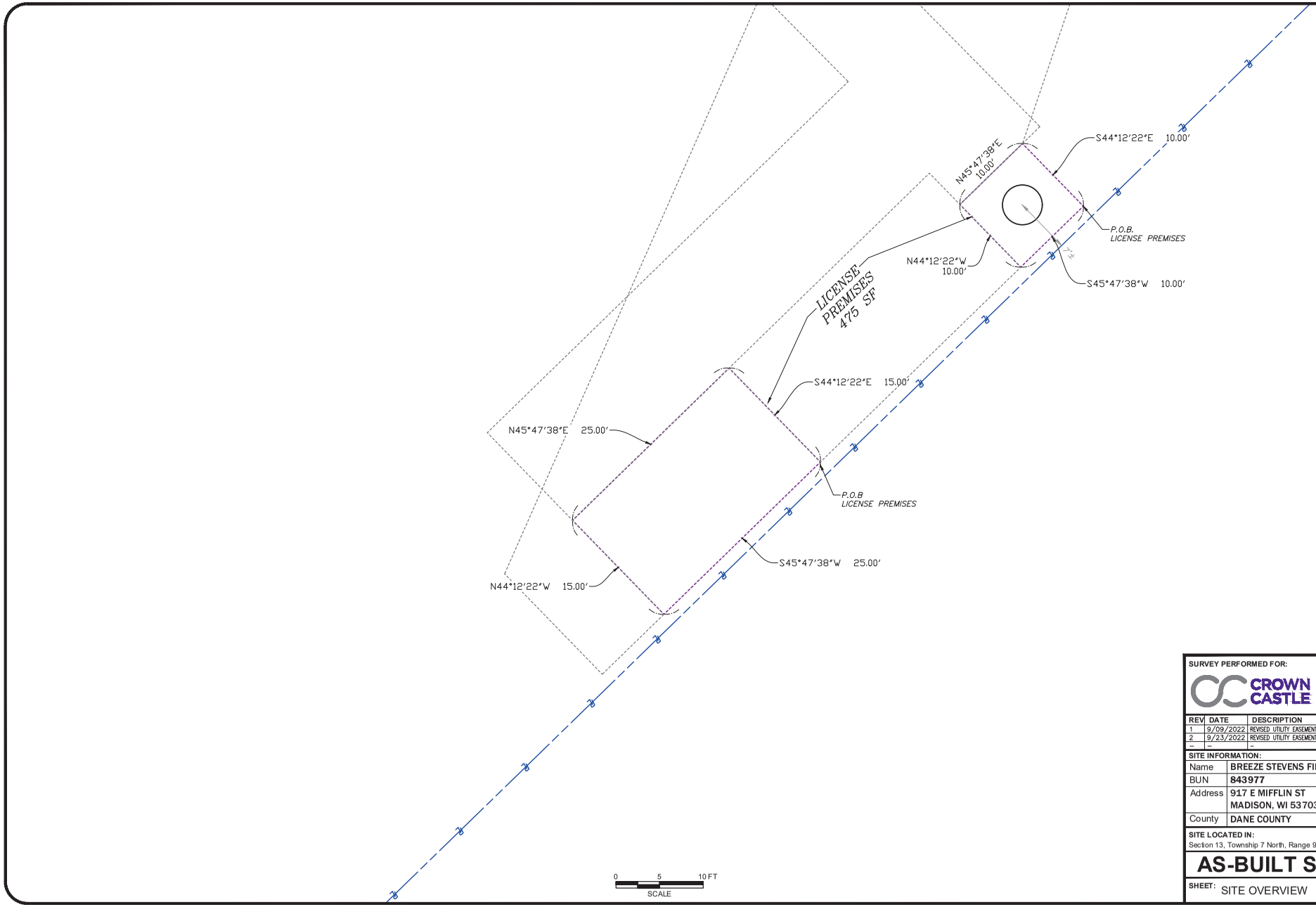
Name	BREEZE STEVENS FIELD
BUN	843977
Address	917 E MIFFLIN ST MADISON, WI 53703
County	DANE COUNTY

SITE LOCATED IN:
Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: UTILITY EASEMENT OVERVIEW

EXHIBIT C (PAGE 5 OF 7)



SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASEMENT	JDS
2	9/23/2022	REVISED UTILITY EASEMENT	JDS
–	–	–	–

SITE INFORMATION:

Name	BREEZE STEVENS FIELD
BUN	843977
Address	917 E MIFFLIN ST MADISON, WI 53703
County	DANE COUNTY

SITE LOCATED IN:
Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: SITE OVERVIEW

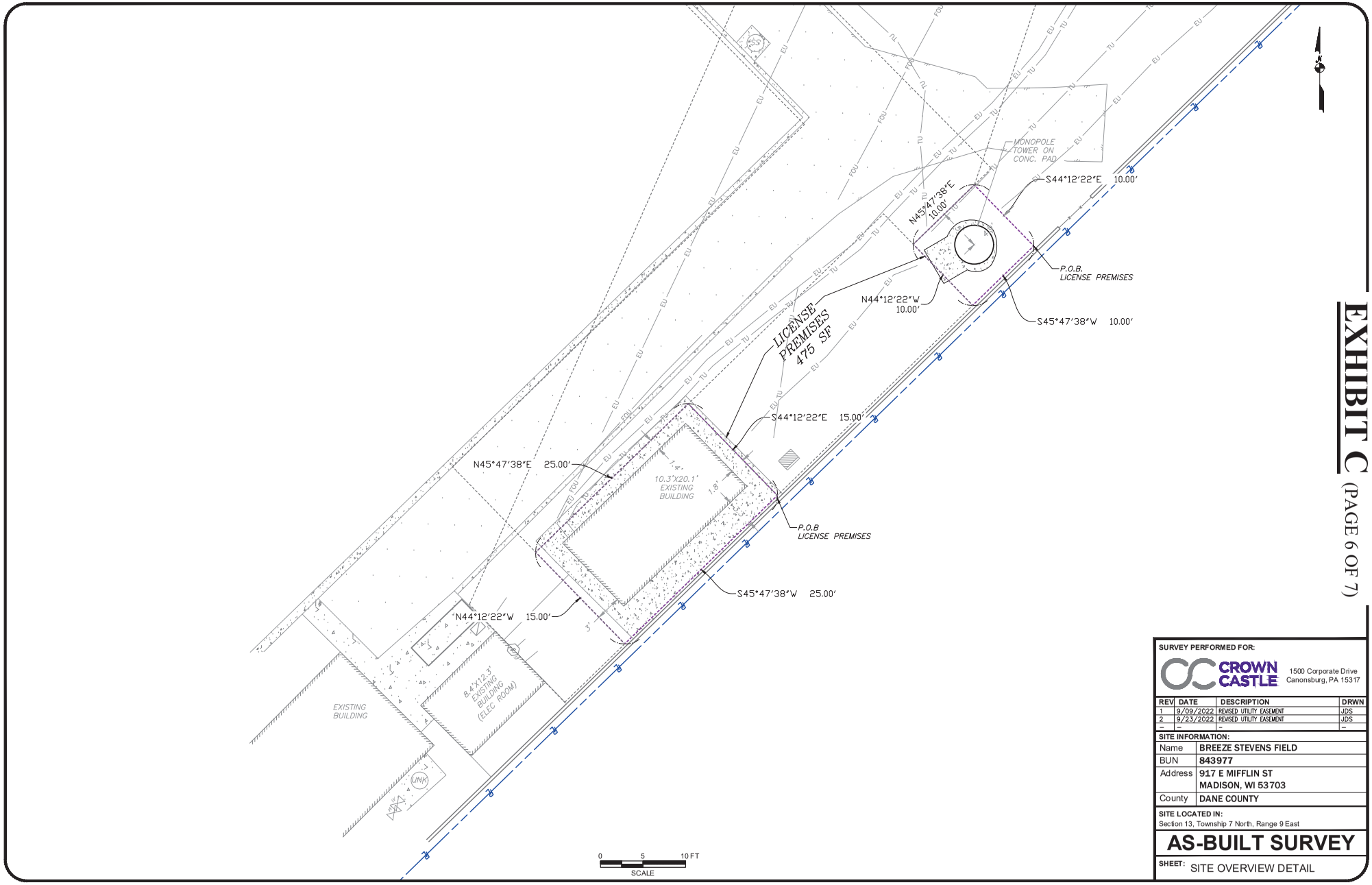


EXHIBIT C (PAGE 6 OF 7)

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASEMENT	JDS
2	9/23/2022	REVISED UTILITY EASEMENT	JDS
–	–	–	–

SITE INFORMATION:

Name	BREEZE STEVENS FIELD
BUN	843977
Address	917 E MIFFLIN ST MADISON, WI 53703
County	DANE COUNTY

SITE LOCATED IN:
Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: SITE OVERVIEW DETAIL

LICENSE PREMISES

(AS CREATED)

THAT PART OF LOT 1 IN CERTIFIED SURVEY MAP NUMBER 14936, AS RECORDED IN VOLUME 105 OF PLATS, ON PAGE 102, RECORDED AS DOCUMENT NUMBER 5444813 IN THE DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST CORNER OF SAID LOT 1; THENCE SOUTH 45°47'38" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST WASHINGTON AVENUE, 144.63 FEET; THENCE NORTH 44°12'22" WEST, 1.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°47'38" WEST, 25.00 FEET; THENCE NORTH 44°12'22" WEST, 15.00 FEET; THENCE NORTH 45°47'38" EAST, 25.00 FEET; THENCE SOUTH 44°12'22" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

AND ALSO

COMMENCING AT THE EASTERNMOST CORNER OF SAID LOT 1; THENCE SOUTH 45°47'38" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST WASHINGTON AVENUE, 102.63 FEET; THENCE NORTH 44°12'22" WEST, 1.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°47'38" WEST, 10.00 FEET; THENCE NORTH 44°12'22" WEST, 10.00 FEET; THENCE NORTH 45°47'38" EAST, 10.00 FEET; THENCE SOUTH 44°12'22" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 475 SQUARE FEET (0.011 ACRES), MORE OR LESS.

ACCESS EASEMENT

(AS CREATED)

THAT PART OF LOT 1 IN CERTIFIED SURVEY MAP NUMBER 14936, AS RECORDED IN VOLUME 105 OF PLATS, ON PAGE 102, RECORDED AS DOCUMENT NUMBER 5444813 IN THE DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST CORNER OF SAID LOT 1; THENCE SOUTH 45°47'38" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST WASHINGTON AVENUE, 144.63 FEET; THENCE NORTH 44°12'22" WEST, 1.49 FEET; THENCE SOUTH 45°47'38" WEST, 25.00 FEET; THENCE NORTH 44°12'22" WEST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 44°12'22" WEST, 14.00 FEET; THENCE NORTH 45°47'38" EAST, 57.64 FEET; THENCE NORTH 44°38'32" WEST, 301.44 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EAST MIFFLIN STREET; THENCE NORTH 45°43'40" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 12.00 FEET; THENCE SOUTH 44°38'32" EAST, 320.45 FEET; THENCE SOUTH 45°47'38" WEST, 12.78 FEET; THENCE NORTH 44°12'22" WEST, 5.00 FEET; THENCE SOUTH 45°47'38" WEST, 57.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,657 SQUARE FEET (0.107 ACRES), MORE OR LESS.

UTILITY EASEMENT

(AS CREATED)

THAT PART OF LOT 1 IN CERTIFIED SURVEY MAP NUMBER 14936, AS RECORDED IN VOLUME 105 OF PLATS, ON PAGE 102, RECORDED AS DOCUMENT NUMBER 5444813 IN THE DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST CORNER OF SAID LOT 1; THENCE SOUTH 45°47'38" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST WASHINGTON AVENUE, 144.63 FEET; THENCE NORTH 44°12'22" WEST, 1.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°12'22" WEST, 15.00 FEET; THENCE SOUTH 45°47'38" WEST, 25.00 FEET; THENCE SOUTH 44°12'22" EAST, 15.00 FEET; THENCE SOUTH 45°47'38" WEST, 9.84 FEET; THENCE NORTH 44°12'22" WEST, 16.04 FEET; THENCE NORTH 23°52'28" EAST, 180.38 FEET; THENCE NORTH 44°17'36" WEST, 85.00 FEET; THENCE NORTH 45°42'24" EAST, 12.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORTH BREARLY STREET; THENCE SOUTH 44°17'36" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 100.00 FEET; THENCE SOUTH 12°55'42" WEST, 53.69 FEET; THENCE SOUTH 18°47'42" WEST, 64.45 FEET; THENCE SOUTH 45°47'38" WEST, 10.00 FEET; THENCE SOUTH 44°12'22" EAST, 10.00 FEET; THENCE SOUTH 45°47'38" WEST, 32.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,024 SQUARE FEET (0.138 ACRES), MORE OR LESS.

EXHIBIT C (PAGE 7 OF 7)

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASEMENT	JDS
2	9/23/2022	REVISED UTILITY EASEMENT	JDS
–	–	–	–

SITE INFORMATION:

Name	**BREEZE STEVENS FIELD**
BUN	**843977**
Address	**917 E MIFFLIN ST** **MADISON, WI 53703**
County	**DANE COUNTY**

SITE LOCATED IN:
Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: LEGAL DESCRIPTIONS

EXHIBIT D

	Lease Year	Lease Period	Lease Fee
Initial Term	1	06/18/2021 – 06/17/2022	$30,000.00
	2	06/18/2022 – 06/17/2023	$30,900.00
	3	06/18/2023 – 06/17/2024	$31,827.00
	4	06/18/2024 – 06/17/2025	$32,781.81
	5	06/18/2025 – 06/17/2026	$33,765.26
First Renewal Term	6	06/18/2026 – 06/17/2027	$34,778.22
	7	06/18/2027 – 06/17/2028	$35,821.57
	8	06/18/2028 – 06/17/2029	$36,896.22
	9	06/18/2029 – 06/17/2030	$38,003.10
	10	06/18/2030 – 06/17/2031	$39,143.20
Second Renewal Term	11	06/18/2031 – 06/17/2032	$40,317.49
	12	06/18/2032 – 06/17/2033	$41,527.02
	13	06/18/2033 – 06/17/2034	$42,772.83
	14	06/18/2034 – 06/17/2035	$44,056.01
	15	06/18/2035 – 06/17/2036	$45,377.69
Third Renewal Term	16	06/18/2036 – 06/17/2037	$46,739.02
	17	06/18/2037 – 06/17/2038	$48,141.19
	18	06/18/2038 – 06/17/2039	$49,585.43
	19	06/18/2039 – 06/17/2040	$51,072.99
	20	06/18/2040 – 06/17/2041	$52,605.18

EXHIBIT E
(page 1 of 2)

EQUIPMENT MODIFICATION REQUEST FORM

A. **GENERAL INFORMATION**

1. Date of Request: _____
2. Address: 917 E. Mifflin Street, Madison, WI 53703
3. City Real Estate Project No.: 5030
4. Licensee's Site Reference Name & Number: _____
5. Full corporate name of Licensee: _____
   a. Licensee's Corporate Designation: _____
   b. Licensee Address: _____
   _____
   c. Licensee Contact: _____
      i. Office Phone: _____
      ii. Mobile: _____
      iii. Email: _____

B. SCOPE OF WORK

1. Description of proposed work (Example: Install 3 new radio units, relocate 3 antennas, add 3 tower mounted amplifiers): _____
   _____
   _____
2. Proposed timeframe for installation activities
   a. Start date: _____
   b. Completion date: _____
3. Specific equipment to be used (e.g., man-lift, crane, etc.): _____
   _____
   _____
   _____
4. Specify any potential disturbance or damage to City property and indicate proposed restoration plan and timeline (e.g., landscape disturbance, fence disturbance, etc.): _____
   _____
   _____
   _____
5. (If needed, include additional information as attachment)

C. REQUIRED REPORTS AND STUDIES

The following documents must be submitted to the City <u>along with</u> this Equipment Modification Form:

1. Completed Equipment Inventory Form (attached)
2. Updated Structural Analysis
3. Updated Site Safety/RF Emissions Report
4. Updated Interference Study (if applicable)
5. Construction drawings/plans and specifications of the proposed work, stamped by a professional engineer licensed in the State of Wisconsin
6. Any other information relevant to the proposed equipment modification activities.

Forward completed form and required reports, etc. via e-mail to:

City of Madison – Office of Real Estate Services
Attention: Lance Vest, Real Estate Specialist 2
lvest@cityofmadison.com
Phone: 608-245-5794

EXHIBIT E
(page 2 of 2)

EQUIPMENT MODIFICATION REQUEST FORM (continued)
EQUIPMENT INVENTORY FORM

General Item Description (e.g., antenna, RRU, TMA, dish, etc.)	Model No.	# of Existing to Remain	# of Existing to be Removed	# of Existing to be Replaced	# of New Items