

# EXHIBIT B

## LEASE

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

This Lease is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (“City”), and **Cellco Partnership d/b/a Verizon Wireless**, a Delaware general partnership (“Lessee”).

### WITNESSETH:

WHEREAS, the City is the owner of certain real property located at 1130 East Wilson Street, Madison, Wisconsin, and legally described on attached Exhibit A (the “Property”); and

WHEREAS, the City acquired the Property pursuant to an Award of Compensation dated July 27, 2017 and recorded July 31, 2017 as Document No. 5345476; and

WHEREAS, when the City acquired the Property, it was subject to a Site Agreement dated May 29, 1997 (the “1997 Agreement,” known by Lessee as C#25223) between the prior owners and PrimeCo Personal Communications, L.P., as predecessor-in-interest to Lessee, which 1997 Agreement allows for the siting and operation of a telecommunications tower and associated equipment on a portion of the Property (the “Site”); and

WHEREAS, pursuant to a Memorandum of Lease, dated July 16, 2015 and recorded with the Dane County Register of Deeds on July 21, 2015 as Document No. 5169797, ATC Sequoia LLC, a Delaware limited liability company (“ATC”), manages, operates and maintains the Site, including the tower and equipment located thereon, on behalf of Lessee pursuant to a Master Prepaid Lease with an effective date of March 27, 2015 (the “MPL”); and

WHEREAS, ATC and Lessee entered into a Site Lease Agreement dated May 13, 2016, as amended (collectively, the “SLA”), whereby ATC leased the Site to Lessee for Lessee’s continued use and operation thereof, which SLA is made pursuant to and governed by the MPL; and

WHEREAS, the term of the SLA with regard to the Site commences on March 27, 2015 and ends on March 26, 2040, unless terminated earlier in accordance with the terms of the SLA; and

WHEREAS, the 1997 Agreement was a 5-year lease, with four consecutive 5-year renewal terms, the last of which runs through May 29, 2022; and,

WHEREAS; the Lessee and ATC desire to terminate the SLA with regard to the Site, but Lessee desires to continue to manage, operate and maintain the Site, and the City is agreeable to allowing

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

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Tax Parcel No.: 251-0709-131-2303-3

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such continued use of the Site and the execution of a new lease for the Site to replace and supersede the 1997 Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Termination of 1997 Agreement. The 1997 Agreement shall terminate effective as of midnight on May 29, 2022 (“Termination”). The Term, as defined below, shall immediately commence following Termination so that the Lessee maintains exclusive use of the Tower.
2. Leased Land. The City hereby grants to the Lessee the continued right to place a telecommunications monopole tower (“Tower”) and to locate telecommunications ground equipment upon certain “Leased Land” located at 1130 East Wilson Street, Madison, Wisconsin. The Leased Land consists of a fenced-in enclosure with a total area of 1,325 sq. ft. and a paved driveway with a total area of 225 sq. ft. The Leased Land is located on the Property described on Exhibit A and are depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference.
3. Term. This Lease shall be for an initial term (“Initial Term”) of ten (10) years, subject to early revocation or termination pursuant to the terms of this Lease. This Lease shall commence as of May 30, 2022 (“Effective Date”) and expire on May 29, 2032.
4. Renewal. This Lease shall automatically renew for two (2) subsequent five (5) year terms (each, a “Renewal Term”) unless the City gives notice in writing to the Lessee 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.
5. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Land after the removal period set forth in Paragraph 23 herein following expiration or termination of this Lease 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 Lease Fee equal to one-twelfth (1/12) of the annual Lease Fee multiplied by one hundred fifty percent (150%) 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 Lessee’s use of the Leased Land shall be limited to the placement, operation, maintenance, repair, replacement and removal of the Tower and the telecommunications antennas (“Antenna” or “Antennas”) attached thereto. The Lessee 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 Lessee shall also be permitted to operate, maintain, repair, replace and remove the existing communications shelter (“Shelter”), fence and driveway on the Leased Land, together with wiring and conduit necessary to connect the Equipment on the Tower and the Shelter and to provide necessary utility service thereto. The Lessee shall also be permitted to operate, maintain, repair, replace and remove the existing back-up gas generator (“Generator”) within a fenced enclosure (the “Enclosure”) on the Leased Land, together with wiring and conduit necessary to connect the Generator to the Equipment on

the Tower and the Shelter and to provide necessary utility service thereto. The current Site improvements upon the Leased Land are listed on Exhibit C, attached hereto and made part of this Lease by reference.

7. Acceptance of Leased Land. The Lessee has taken possession of the Leased Land pursuant to the 1997 Agreement. Accordingly, Lessee:
  - a. Accepts the Leased Land as suitable for the purposes for which it is Leased; and
  - b. Accepts the Leased Land and every part thereof, including the Site improvements located thereupon, in an as-is condition, with all defects.
  
8. Administrative Fees.
  - a. The Lessee shall pay to the City a one-time administrative fee of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), due within sixty (60) days after the date this Lease is signed by both parties, as payment of the City's costs of negotiating and processing this Lease.
  - b. The Lessee shall pay to the City an administrative fee of Two Thousand and no/100 Dollars (\$2,000.00) for each subsequent amendment to this Lease, if any, due within sixty (60) days of full execution of any subsequent amendment.
  
9. Lease Fee.
  - a. The Lessee shall pay to the City a base annual fee ("Lease Fee") of Thirty Thousand and no/100 Dollars (\$30,000.00) for the use of the ground space of the Leased Land. The Lease Fee shall increase annually by three percent (3%) effective as of each anniversary of the Effective Date of this Lease. The Lease Fee Schedule is set forth in attached Exhibit D.
  - b. The City and Lessee acknowledge and agree that the initial payment(s) of the Lease Fee shall be due on or before the Effective Date. Subsequent Lease Fee payments shall be due on or before the anniversary of the Effective Date of this Lease. All payments are to be made to the City Treasurer, referenced to Real Estate Project No. 11406, and sent or personally delivered to the City's Economic Development Division at the address specified in Paragraph 27. For any party to whom rental payments are to be made, including the City, the City or any successor in interest of the City shall 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 the City's or such other party's right to receive the Lease Fee Payment as is reasonably requested by Lessee.
  - c. The City shall have the right to assess a penalty for each occasion on which the Lease Fee is not paid within thirty (30) days of its due date. Any Lease 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 Lease Fee to a collection agency and to the

10. Interference. The Lessee's installation, operation, and maintenance of the Tower, Equipment, Shelter, Generator and Enclosure shall not damage or interfere in any way the City's use of the surrounding Property. The Lessee agrees to cease all such actions which materially interfere with the City's use of the surrounding Property immediately upon actual notice of such interference, provided however, in such case, the Lessee shall have the right to terminate the Lease. Notwithstanding the foregoing, the City acknowledges and agrees that Lessee's use of the Leased Land as set forth in Paragraph 5 herein is not expected to materially interfere with the City's use of the surrounding Property. The City, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve the surrounding Property. Except in cases of emergency, the City will endeavor to provide the Lessee with written notice in advance of any scheduled repair, maintenance, alteration or improvement of the surrounding Property which would materially affect the Lessee's use of the Leased Land. The Lessee 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 Lessee's Tower, Equipment, Shelter, Generator and Enclosure being located on the Leased Land. The City shall attempt to minimize, at no additional expense to the City, any disturbance to the Lessee's operations during such repairs, maintenance, alterations or improvements. Should the City's activities interfere with the Lessee's operation, the City shall, if feasible, allow the Lessee to install temporary facilities, at its sole cost, elsewhere on the Property until such activities are completed.
11. RF Emissions. The Lessee 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 new Equipment, the Lessee shall survey the existing RF environment at the Property. By installing the new Equipment, the Lessee shall be deemed to have represented to the City that the new 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.
12. Construction or Mechanics Liens.
  - a. The Lessee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Leased Land, nor against the Lessee's interest in the Leased Land, by reason of work, labor services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Leased Land or any part thereof through or under the Lessee; 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 Leased Land or any part thereof, nor as giving the Lessee 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 Leased Land. If any such lien is filed, the Lessee 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 Leased Land, the Lessee 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 Leased Land, and that it will also defend on behalf of the City, at the Lessee'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 Lessee'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 Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

13. Special Conditions.

- a. No exterior storage of materials or equipment is permitted on the Property beyond the limits of the Leased Land.
- b. No exterior storage of material, equipment or vehicles is permitted upon the Leased Land, except the temporary and orderly placement of items in conjunction with maintenance, repair, replacement or removal activities.
- c. The Lessee shall be responsible for and pay all costs associated with the construction, maintenance, repair, and replacement of the Tower, Equipment, Shelter, Generator and Enclosure and all other site improvements located upon the Leased Land.
- d. The City shall not be liable for any damage to the Tower, Equipment, Shelter, Generator and Enclosure or other site improvements, except, subject to the requirements of Wis. Stat. Sec. 893.80, for damages directly caused by the City, its officers, officials, employees and/or agents.
- e. Any material modifications to the Tower, including the addition or removal of Equipment, shall be made in accordance with plans and specifications to be furnished by Lessee to the City and shall be subject to the written approval of the City, as owner of the Property, and any other required governmental approvals before the Lessee may begin the modification of the Tower. Notwithstanding the foregoing, Lessee shall have the right to modify the frequencies on which the Antenna Facilities operates, and replace, repair, augment, add or otherwise modify the Equipment, provided that the replacement equipment or antenna shall be of like kind and that Tenant will provide Landlord notice of any such modification.
- f. No additional buildings, fencing or other structures shall be erected upon the Leased Land without the City's express prior written consent, which consent shall not be unreasonably conditioned, delayed or withheld and subject to approval by applicable reviewing authorities. In the event a modification should result in a change to the Lease Fee calculation set forth in Exhibit D, the parties agree to enter into an amendment to this Lease for the purpose of updating Exhibit D. The adjustment to the Lease Fee shall be effective upon the start date of construction, and shall be prorated for any partial year. Notwithstanding any provision of this Subparagraph to the contrary, the Lessee shall have

the right to make additions, alterations or improvements to the Lessee's equipment housed within the Shelter on the Leased Land.

- g. The Tower, Equipment, Shelter, Generator and Enclosure shall remain the exclusive property of the Lessee throughout the term of this Lease.
  - h. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Land.
  - i. The Lessee shall, at its own expense, keep and maintain the Leased Land 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, general repairs, removal of garbage and debris, snow removal, landscape and upkeep. No exterior storage of materials, equipment or vehicles is permitted on the Leased Land, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.
  - j. The Lessee 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 Lease.
  - k. The Lessee shall have non-exclusive, unlimited access, 24 hours a day, 7 days a week, 365 days a year, to the Leased Land. Vehicular and pedestrian access to the Leased Land shall be restricted to the 20' wide paved driveway denoted in Exhibit B. The City shall not be responsible for maintenance and/or plowing of said driveway.
14. Destruction of Tower. If the Tower is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the Lessee shall have the option to either:
- a. Repair or replace the Tower at its sole expense following the date of damage or destruction. Lessee is responsible for obtaining all generally applicable permits for such work as necessary to perform the repair or replacement. During the repair or replacement period the Lessee may install on the Leased Land, at its sole expense, temporary facilities to allow the continuation of its telecommunication operations; or
  - b. Terminate the Lease upon written notice to the City, effective as of the date on which all of the Lessee's personal property has been removed from the Leased Land in accordance with the terms of Paragraph 23. In such event, the Lessee shall have no further obligations under this Lease (except any obligations that by their nature or by their language survive termination). In the event of Termination of the Lease under this Paragraph, the Lessee 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 Lease Fee that has been prepaid for the period following the termination shall be prorated on a per diem basis refunded to the Lessee.

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 City shall invoice and the Lessee shall be liable for the Lessee's proportionate share of all such real estate taxes and assessments on a prorata square foot basis as the area of the Leased Land bears in relation to the Property and for all taxes imposed on the full value of the Lessee's improvements, if any, constructed on the Leased Land. Payment shall be made by Lessee within sixty (60) days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or assessments. 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.
  - b. Personal Property Taxes. The Lessee shall pay, before delinquency, all municipal, county and state or federal taxes assessed against any interest of the Lessee in the Leased Land or assessed against the Tower, Equipment, Shelter, Generator and Enclosure.
16. Utilities. The Lessee shall be responsible for arranging for the installation of all utility services for the Lessee's use and shall be responsible for payment of such utility services. Lessee shall have the non-exclusive right to use the Leased Land for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services.
17. Indemnification. The Lessee 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 Lessee and/or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Lease, excepting any claims or liability caused by the gross negligence or willful misconduct of the City. This paragraph shall survive termination and assignment or transfer of this Lease.
18. Insurance. The Lessee shall carry commercial general liability insurance covering as insured the Lessee and including the City, its officers, officials, and employees as additional insureds as their interest may appear under this Lease, with a limit of \$1,000,000 per occurrence and \$5,000,000 general aggregate including contractual liability. The policy shall apply on a primary and noncontributory basis. Upon receipt of notice from its insurer(s) the Lessee shall provide the City thirty (30) days advance written notice of cancellation or non-renewal of any required coverage. As evidence of this coverage, the Lessee 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 Lessee shall also provide copies of blanket additional insured endorsements or policies. If the coverage required above expires while this Lease is in effect, the Lessee shall provide a renewal certificate to the City for approval. The City Risk Manager will not request a copy of the policy or policies unless a claim is made or a suit is filed against the City arising from actions covered by this Lease.
  - a. Self-insurance option: Notwithstanding the foregoing, the Lessee shall be entitled to self-insure all or part of the foregoing insurance coverages. However, if the Lessee self-insures

and ceases to self-insure to the standards required above or is unable to provide continuing evidence of financial ability to self-insure to these standards, the Lessee shall promptly obtain the commercial general liability insurance required above. Furthermore, the Lessee shall provide the City with defense and self-insurance coverage on a primary and non-contributory basis, as if the City were an additional insured under the Lessee's insurance policies.

- b. Copies of Policies: Upon request and at reasonable times Lessee will make its policies available for review at a local Verizon office in the presence of a Verizon representative. Upon completion of the review no copies will be made and all policies will be returned to Verizon's Corporate Risk Management Department in Basking Ridge, New Jersey. Lessee's obligations herein include, but are not limited to, all reasonable attorney's fees, reasonable costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings.

The City's Risk Manager, with the approval of the City Attorney, and Lessee may authorize changes to this insurance requirement provided it does not reduce the City's or the Lessee's coverage. Any such change shall be in writing as an amendment to this Lease.

19. Assignment and Sublicensing. Without any approval or consent of the City, this Lease may be sold, assigned or transferred by Lessee to: (i) any entity in which Lessee directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in Lessee; (iii) any entity directly or indirectly under common control with the Lessee; or (iv) any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of the City. As to other parties, this Lease may not be sold, assigned or transferred without the written consent the City, 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. Lessee may sublet the Leased Land in Lessee's sole discretion. The assignee of this Lease under this Section must notify the City of such an assignment within sixty (60) days of said assignment.

20. Revocation and Termination.

- a. The City shall have the right, at its sole option, to declare this Lease void, revoke the same, reenter and take possession of the Leased Land under the following conditions:
  - (1) By giving the Lessee thirty (30) days written notice, upon or after any one of the following events:
    - i. The failure of the Lessee to make any payment due under this Lease at any time following the filing by the Lessee of a voluntary petition in bankruptcy.
    - ii. The institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as bankrupt pursuant to such proceedings.



- iii. The taking by a court of competent jurisdiction of the Lessee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
- iv. The appointment of a receiver of the Lessee's assets.
- v. The divestiture of the Lessee's estate herein by other operation of law, except as permitted in Paragraph 18.
- vi. The abandonment by the Lessee of the Leased Land.
- vii. The use of the Leased Land for an illegal purpose.
- viii. In the event the Lessee fails to eliminate interference or to cease its operations as required by Paragraph 10.

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

- (2) In the event that the Lessee shall fail to maintain insurance as required by this Lease, the City may elect to: (a) immediately revoke this Lease and cause the removal of all Equipment installed upon the Leased Land at the sole expense of the Lessee; or (b) purchase or pay for any insurance coverage required by this Lease and charge the Lessee the cost of same as an additional fee. In the event of revocation under this Subparagraph, any Lease Fee that has been prepaid shall be retained by the City as liquidated damages.
- (3) By giving the Lessee thirty (30) days written notice specifying the nature of the default in the event the Lessee defaults in the performance of any term or condition of this Lease 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 Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee 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 Lease Fee shall be prorated on a per diem basis and refunded to the Lessee.
- (4) Effective at any time following the expiration of the Initial Term and first Renewal Term, by giving the Lessee a minimum of eighteen (18) month's prior written notice of revocation in the event the Leased Land, in the sole discretion of the governing body of the City, is desired for any public purpose or use, which use shall exclude the Lessee's permitted use under this Lease and any similar private use by any additional telecommunications provider. Any Lease 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 Lessee. In the event of revocation under this Subparagraph, the City shall use its best efforts to provide the Lessee with a satisfactory alternate location on City-owned property which would allow for comparable telecommunications coverage.

- b. Failure of the City to declare this Lease revoked upon the breach or default of the Lessee 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 Lease for any subsequent breach or default of any term or condition of this Lease.
  - c. The Lessee shall have the right to terminate this Lease at any time during the Initial Term of this Lease or any Renewal Term 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.
  - d. Lessee shall have the right, at its sole option, to declare this Lease void and revoke the same by giving the City thirty (30) days written notice specifying the nature of the default in the event the City defaults in the performance of any term or condition of this Lease. Notwithstanding the foregoing, if such default does not impact Lessee's use of the Leased Land and/or operation of the Equipment and cannot, because of the nature of the default, be cured within said thirty (30) days, then the City shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the City 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 Lease Fee shall be prorated on a per diem basis and refunded to the Lessee.
21. Rights Upon Expiration, Revocation or Termination. Upon the expiration, revocation or termination of this Lease for any cause, the Lessee's rights in the Leased Land and its obligations hereunder (except any obligations that by their nature or by their language survive termination) shall cease, and the Lessee shall immediately surrender the Leased Land, subject to the provisions of Paragraph 24.
22. Compliance. The Lessee 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 Leased Land. The Lessee 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 Lessee 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 Lessee represents and warrants that its use of the Leased Land herein will not generate any hazardous substance, and it will not store or dispose on the Leased Land nor transport to or over the Leased Land any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Lessee 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 Lessee 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 Lease.

24. Removal and Disposal of Personal Property. Upon the expiration, revocation or termination of this Lease, the Lessee, at the Lessee's sole cost, shall remove from the Leased Land all improvements installed by the Lessee, including but not limited to the Tower, Equipment, Shelter, Generator and Enclosure. The Lessee shall also restore the Leased Land to a condition equivalent to that which existed prior to the date that the Lessee first occupied the Leased Land, with the exception of normal wear and tear, and with the exception of any loss incurred under Paragraph 14. Removal and restoration of the Leased Land shall be accomplished within sixty (60) days of expiration, revocation or termination of this Lease, except as may be adjusted by the City to allow for winter conditions. The expiration or termination of this Lease shall not become effective until removal and repair have been accomplished to the satisfaction of the City, however, during such removal and repair period the Lessee's right to use the Leased Land shall be limited to removal and repair activities. In the event the Lessee fails to accomplish said removal and repair, the City may cause the removal and repair to be accomplished at the Lessee'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 Lessee which are greater than those provided in this Paragraph. To ensure compliance under this Paragraph, the Lessee shall keep in effect throughout the term of this Lease a surety bond in the amount of \$10,000 with performance payment and maintenance clauses payable to the City.
25. Leased Land Required By Eminent Domain.

In the event the Leased Land 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 Lease, and the reversion and fee interests, shall belong to the City without any deduction therefrom for any present or future estate of the Lessee, and the Lessee hereby assigns to the City all of its right, title and interest to any such award. However, the Lessee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Lessee on account of interruption of the Lessee's business and for moving and relocation expenses.

In the event the whole of the Leased Land 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 Lessee as immediately prior to such taking, this Lease shall terminate upon delivery of possession to the condemning authority and any Lease Fee that has been prepaid for the period following the termination shall be prorated on a per diem basis and refunded to the Lessee unless the Lessee will receive compensation for any prepaid Lease Fee from the condemning authority.

In the event of a taking of any portion of the Leased Land not resulting in a termination of this Lease, the City shall use so much of the proceeds of the City's award for the Leased Land as is required therefor to restore the Leased Land to a complete architectural unit, and this Lease shall continue in effect with respect to the balance of the Leased Land.

26. Right of Entry. The City or its representatives shall have the right to enter upon the Leased Land (but shall not have access to the Tower, Equipment, Shelter or the Generator without prior notice to the Lessee or without allowing the Lessee 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 Lease 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 Leased Land to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Lessee agrees to hold the City harmless for any loss of access to the Leased Land by the Lessee which may occur during the period of installation of the public improvement.

Except in cases of emergency, the City will provide the Lessee with written notice in advance of its entry upon the Leased Land.

27. Notices. All notices to be given under the terms of this Lease 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. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

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  
ores@cityofmadison.com  
lvest@cityofmadison.com

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

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 Lessee. The terms “City” and “Lessee” when used herein shall mean either singular or plural, as the case may be, and the provisions of this Lease shall bind the parties mutually, their heirs, personal representatives, successors and assigns.
29. Signs. Any signs on the Leased Land shall be in conformity with the provisions of Chapter 31, Street Graphics Control, Madison General Ordinances. Notwithstanding the foregoing, Lessee

shall be permitted to install any radio frequency signage and/or barricades as are necessary to ensure Lessee's compliance with applicable laws. Signage for advertising purposes shall not be permitted.

30. Severability. If any term or provision of this Lease or the application thereof to the City or the Lessee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the City or the Lessee 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 Lease shall be valid and be enforceable to the fullest extent permitted by law.
31. Non-Discrimination. In the performance of the services under this Lease, the Lessee 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 Lessee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
32. Accessibility. The Leased Land 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 Leased Land by the Lessee's employees, with all costs of compliance to be paid by the Lessee.
33. Subordination.
  - a. This Lease is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Leased Land.
  - b. The Lessee shall subordinate its rights in this Lease, 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 Leased Land, 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 Leased Land by the Lessee under the terms of this Lease.
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 Lessee 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 Lessee 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 Director of the City's Economic Development Division or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Lease, with authority to administer this Lease lawfully on behalf of the City.
36. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and this Lease supersedes any and all oral contracts and negotiations between the parties.
37. Amendment. No alteration, amendment, change, or addition to this Lease shall be binding upon the parties unless in writing and signed by them.
38. Conflict of Interest.
  - a. The Lessee 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 Lease.
  - b. The Lessee shall not employ or contract with any person currently employed by the City for any services included under the provisions of this Lease.
39. Law Applied. This Lease 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 Lease is intended to be solely between the parties hereto. No part of this Lease 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 Lease inures solely to the benefit of the City; the Lessee waives all claims to benefit of such goodwill.
42. Quiet Enjoyment. Pursuant to this Lease and subject to the rights and privileges retained by the City and granted to other Lessees, the City hereby covenants and agrees that if the Lessee shall perform all of the covenants and agreements herein to be performed on the Lessee's part, the Lessee shall, at all times during the continuance hereof, have the peaceable and quiet enjoyment and possession of the Leased Land without any manner of hindrance from the City or any person lawfully claiming the Leased Land.
43. Counterparts, Electronic Signature and Delivery. This Lease may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Lease may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Lease 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 Lease 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 Lease, fully executed, shall be as valid as an original.
44. Public Record. This Lease will be recorded, at the City's expense, at the office of the Dane County Register of Deeds after it is executed by the parties.

45. Limitation of Liability. Neither Party shall be liable to the other, or any of their respective agents, representatives or 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).
  
46. Rights Upon Sale. Should the City, at any time during the term of the Lease, decide: (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Leased Land, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Lease and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that the City completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Lease whereby the third party agrees in writing to assume all obligations of the City under this Lease, then the City shall not be released from its obligations to Lessee under this Lease, and Lessee shall have the right to look to the City and the third party for the full performance of the Lease.

SIGNATURES ON THE FOLLOWING TWO PAGES

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

**CITY OF MADISON,**  
A Wisconsin municipal corporation

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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Assistant City Attorney  
Member of the Wisconsin Bar

**Approved:**

**Approved:**

\_\_\_\_\_  
David Schmiedicke  
Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum  
Risk Manager

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Michael Haas  
City Attorney

\_\_\_\_\_  
Date

Execution of this Lease by the City of Madison is authorized by Resolution Enactment No. \_\_\_\_\_, File ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 20\_\_.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE



**CELLCO PARTNERSHIP d/b/a VERIZON  
WIRELESS,**  
a Delaware general partnership

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print or type name)

\_\_\_\_\_  
(print or type title)

**AUTHENTICATION**

The signature of \_\_\_\_\_ (name), on behalf of Cellco Partnership, is  
authenticated on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
(name), \_\_\_\_\_ (title)  
Member of the \_\_\_\_\_ Bar

Drafted by the City of Madison Office of Real Estate Services

Project No. 11406

**EXHIBIT A**  
**Legal Description**

Description of the Property:

Tax Parcel: 0709-131-2303-3  
Address: 1130 E Wilson St  
Parcels "F" "G" and "H" on boundary survey file# 2009-00707, Dane County Surveyor's Office

[bracketed text for clarification - point numbers refer to survey 2009-00707]

Parts of Lots 10-16 inclusive, Block 185, Farwell's Replat of Block 165-240, in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the east corner of Block 185, being the intersection of the northwest right-of-way line of East Wilson Street and the southwest right-of-way line of South Few Street [POINT 15];

thence N43°55'35"W, 78.19 feet on the northeast line of Block 185 to a point distant 10 feet southeasterly, measured radially, from the center line of the main track (since removed) of the Chicago and North Western Transportation Company (running from Milwaukee to Madison), as said main track was located at the execution of Document No. 1435199, recorded Jul. 11, 1975, Dane County Registry [POINT 25];

thence southwesterly parallel with said main track center line on a curve to the right with a radius of 2,901.04 feet, arc length 405.33, long chord bearing S37°03'46"W, 405.00 feet, to a point distant 400 feet southwesterly, measured at right angles, from the northeast line of Block 185 [POINT 11];

thence S43°55'35"E, 14.57 feet parallel with the northeast line of Block 185, to the southeast line of Block 185, being also the northwest right-of-way line of East Wilson Street [POINT 9];

thence N46°06'06"E, 400.00 feet on the southeast line of Block 185, to the point of beginning [POINT 15].

Containing 16,641 square feet or 0.3820 acres, more or less.

Bearings referenced to the Wisconsin Coordinate Reference Systems (WISCRS), Dane Zone, NAD 83(2007) datum.

The Leased Land is located on that part of the Property denoted on Exhibit B.

**-LEGEND-**

- = 1" IRON PIPE FOUND
- ⊕ = COUNTY MONUMENT FOUND
- ⊕ = EXISTING POWER POLE
- ⊕ = ELECTRIC METER
- ⊕ = FIBER OPTIC VAULT
- ⊕ = FIBER OPTIC PEDESTAL
- ⊕ = TELEPHONE PEDESTAL
- ⊕ = GAS METER
- ⊕ = GAS VALVE
- ⊕ = GROUNDING PORT
- ⊕ = STORM INLET (ROUND)
- ⊕ = STORM INLET (SQUARE)
- ⊕ = DOOR
- OPL — OPL — = OVERHEAD ELECTRIC
- F — F — = BURIED FIBER OPTIC LINE
- T — T — = BURIED TELEPHONE
- E — E — = BURIED ELECTRIC
- G — G — = BURIED GAS LINE
- ST — ST — = STORM SEWER MAIN
- - - - - = PROPERTY LINE
- ⊕ = EXISTING TREE

**SURVEY NOTES:**

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-DIGGERS HOTLINE TICKET NO. 20181604462.

-PRIVATE UTILITIES MARKED ON 4-30-2018.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

**FEMA NOTE:**

-ACCORDING TO FEDERAL EMERGENCY AGENCY MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", COMMUNITY PANEL NO. 55025C04286, DATED JANUARY 2 2009, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN".

**WETLAND NOTE:**

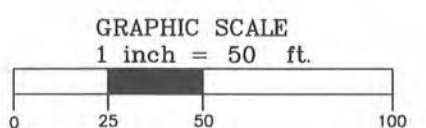
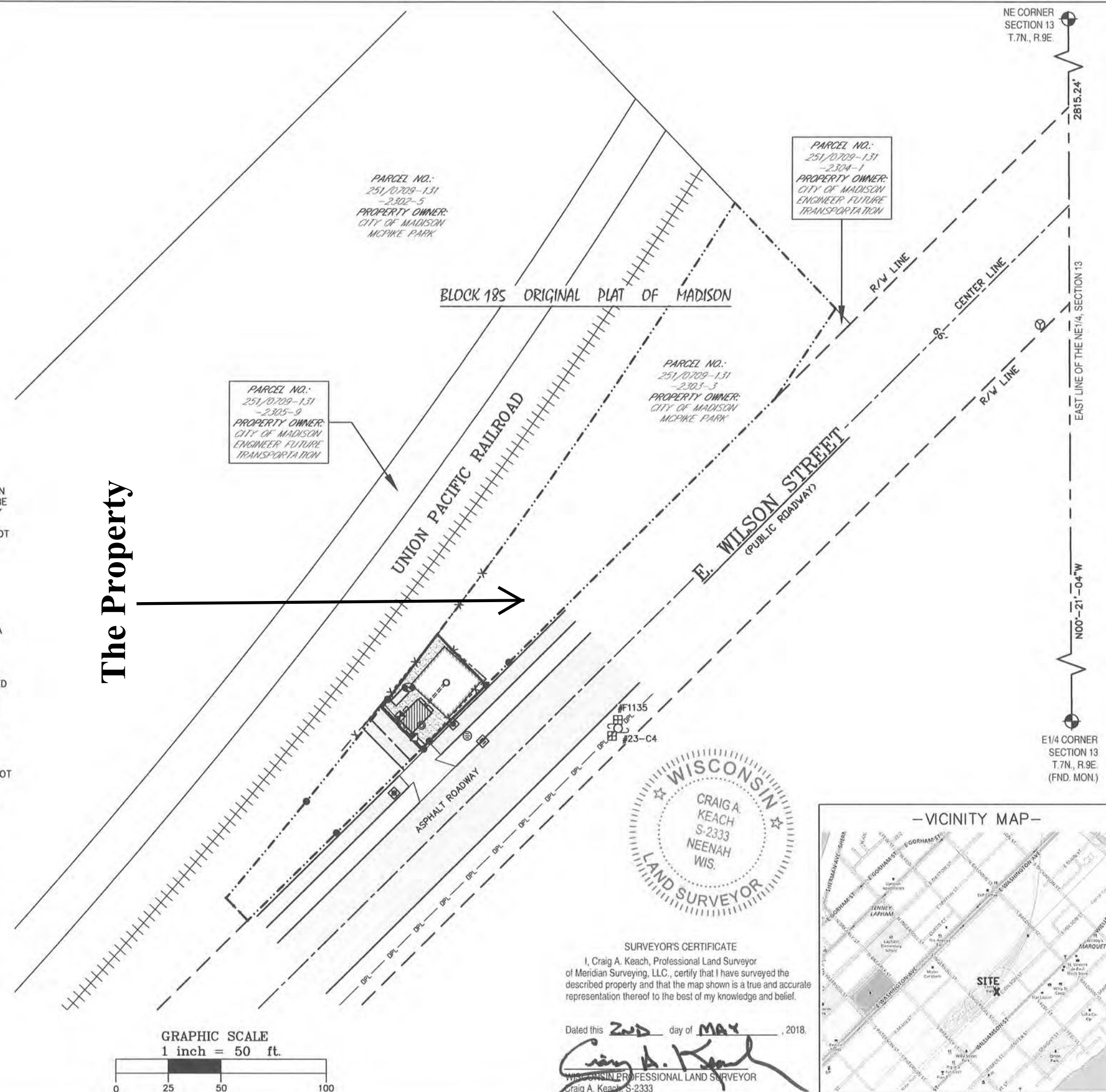
-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD83/2011) - SOUTH ZONE AND THE EAST LINE OF THE NE1/4, SECTION 13, T.7N., R.9E., WHICH BEARS N00°-21'-04"W

CALL DIGGERS HOTLINE TOLL FREE 1(800)242-8511 OPERATES 24 HOURS A DAY 365 DAYS A YEAR

**WARNING**  
CALL BEFORE YOU DIG  
48 HOURS BEFORE YOU DIG

**The Property**

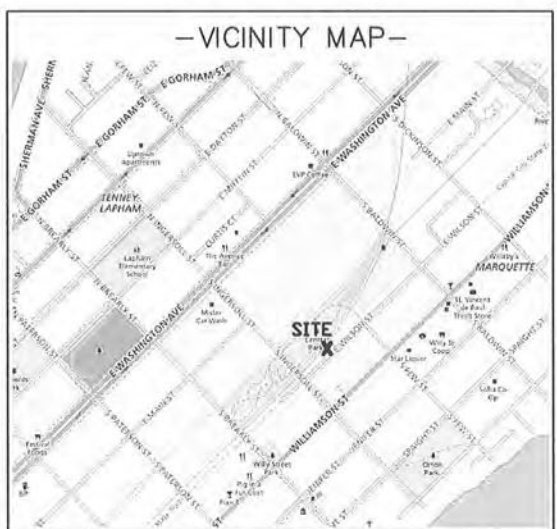


**SURVEYOR'S CERTIFICATE**

I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 2nd day of MAY, 2018.

*Craig A. Keach*  
WISCONSIN PROFESSIONAL LAND SURVEYOR  
Craig A. Keach, S-2333



SURVEYED FOR:

**SMJ International**

49030 PONTIAC TRAIL  
SUITE 100  
WIXOM, MI 48393

SURVEYED FOR:

**verizon**

1515 WOODFIELD ROAD  
SUITE 1400  
SCHAUMBURG, IL 60173

**MERIDIAN SURVEYING, LLC**

920-993-0881  
920-273-6037

**SITE NAME:**  
ISTHMUS MINI STORAGE

**SITE NUMBER:**  
113549

**SITE ADDRESS:**  
1130 E. WILSON ST.  
MADISON, WI 53704

**PROPERTY OWNER:** CITY OF MADISON  
**TOWER OWNER:** AMERICAN TOWER CO.

210 MLK. JR. BLVD. BOSTON, MA 02116  
MADISON, WI 53703

**PARCEL NO.:** 251/0709-131-2303-3

**ZONED:** COMMERCIAL

**DEED REFERENCE:** VOLUME 594 PAGE 474

**LEASE EXHIBIT**

FOR  
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

BEING A PART OF THE SE1/4 OF THE NE1/4, SECTION 13, T.7N., R.9E., CITY OF MADISON, DANE COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
2	5/2/18	Added Easement	JB
1	4/26/18	Preliminary Survey	JB

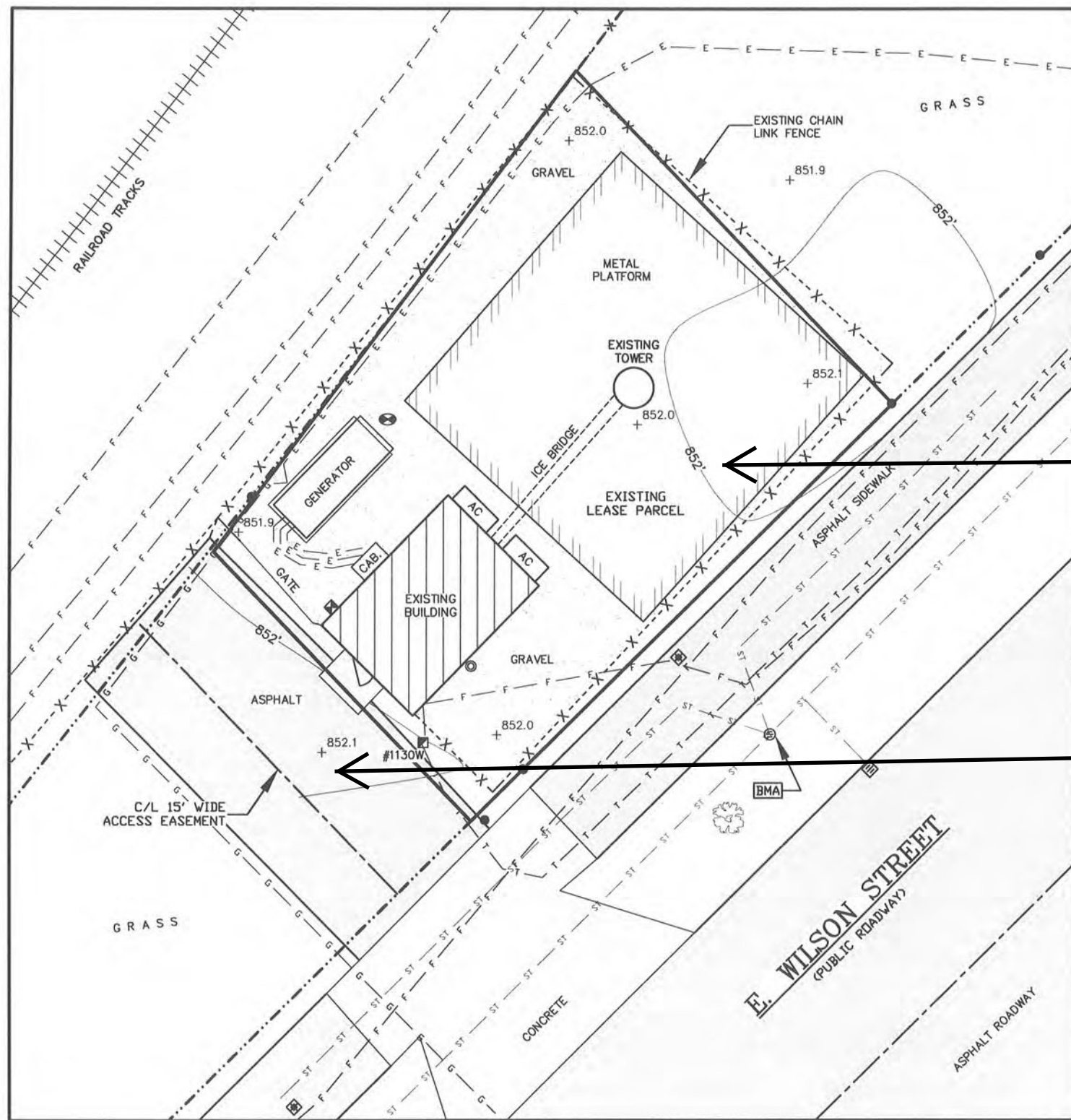
  

<b>DRAWN BY:</b> J.B.	<b>FIELD WORK DATE:</b> 4-23-18
<b>CHECKED BY:</b> C.A.K.	<b>FIELD BOOK:</b> P-357, PG.1
<b>JOB NO.:</b> 10232	<b>SHEET</b> 1 OF 2

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

*Lance Vest*

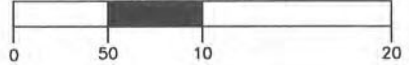
Authorized by: Lance Vest, City of Madison Real Estate Specialist



The Leased Land

The Driveway

GRAPHIC SCALE  
1 inch = 10 ft.



**BENCHMARK INFORMATION**  
SITE BENCHMARK: (BM A)  
RIM OF CATCH BASIN  
ELEVATION: 851.74'

- LEGEND—**
- = 1" IRON PIPE FOUND
  - ⊙ = COUNTY MONUMENT FOUND
  - ⊕ = EXISTING POWER POLE
  - ⊞ = ELECTRIC METER
  - ⊠ = FIBER OPTIC VAULT
  - ⊡ = FIBER OPTIC PEDESTAL
  - ⊞ = TELEPHONE PEDESTAL
  - ⊞ = GAS METER
  - ⊞ = GAS VALVE
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  - ST—ST— = STORM SEWER MAIN
  - - - - - = PROPERTY LINE
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**SURVEYOR'S CERTIFICATE**  
I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 2nd day of MAY, 2018.

*Craig A. Keach*  
WISCONSIN PROFESSIONAL LAND SURVEYOR  
Craig A. Keach, S-2333

SURVEYED FOR:  
**SMJ International**  
49030 PONTIAC TRAIL  
SUITE 100  
WIXOM, MI 48393

SURVEYED FOR:  
**verizon**  
1515 WOODFIELD ROAD  
SUITE 1400  
SCHAUMBURG, IL 60173

**MERIDIAN SURVEYING, LLC**  
N9637 Friendship Drive Office: 920-993-0881  
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:  
ISTHMUS MINI STORAGE

SITE NUMBER:  
113459

SITE ADDRESS:  
1130 E. WILSON ST.  
MADISON, WI 53704

PROPERTY OWNER: CITY OF MADISON  
MCPIKE PARK  
210 MLK. JR. BLVD.  
MADISON, WI 53703

TOWER OWNER: AMERICAN TOWER CO.  
116 HUNTINGTON AVE.  
BOSTON, MA 02116

PARCEL NO.: 251/0709-131-2303-3

ZONED: COMMERCIAL

DEED REFERENCE: VOLUME 594 PAGE 474

**LEASE EXHIBIT**  
FOR  
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS  
BEING A PART OF THE SE1/4 OF THE NE1/4, SECTION 13, T.7N., R.9E., CITY OF MADISON, DANE COUNTY, WISCONSIN

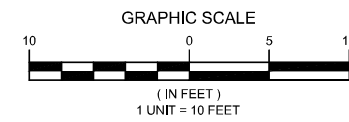
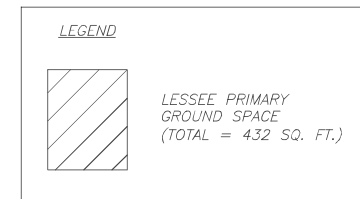
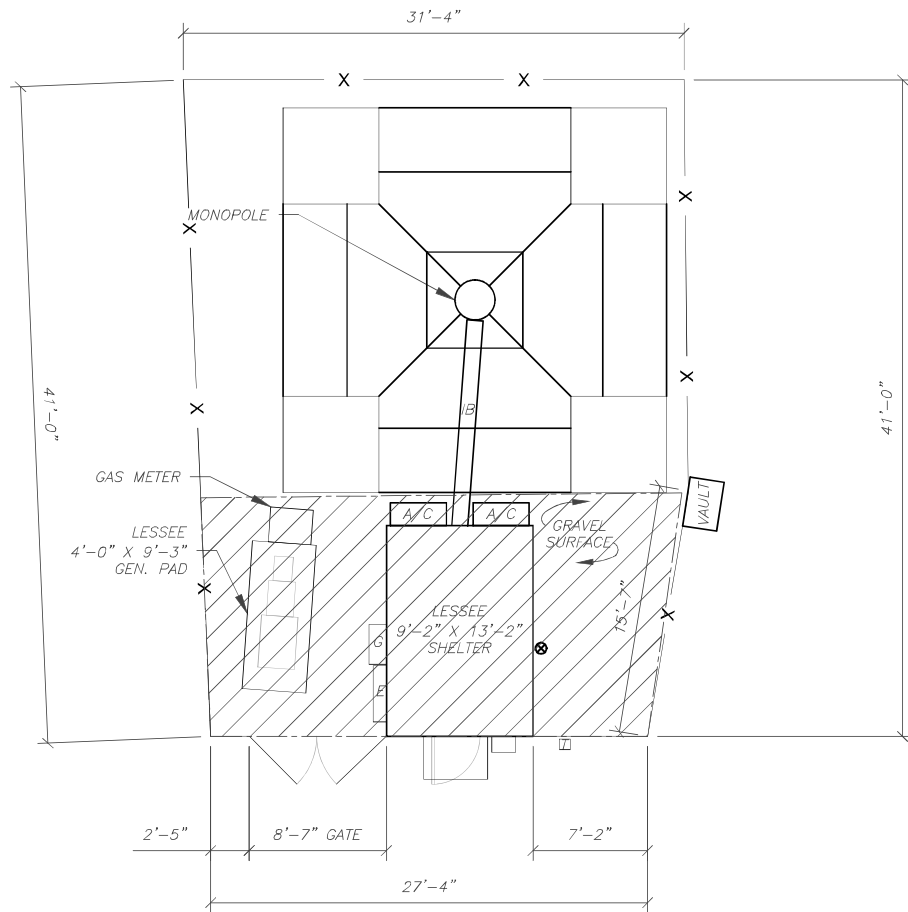
NO.	DATE	DESCRIPTION	BY
2	5/2/18	Added Easement	JB
1	4/26/18	Preliminary Survey	JB

DRAWN BY: J.B.	FIELD WORK DATE: 4-23-18
CHECKED BY: C.A.K.	FIELD BOOK: P-357, PG.1
JOB NO.: 10232	SHEET 2 OF 2

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

*Lance Vest*

Authorized by: Lance Vest, City of Madison Real Estate Specialist



**AMERICAN TOWER®**  
 A.T. ENGINEERING SERVICE, PLLC  
 3500 REGENCY PARKWAY  
 SUITE 100  
 CARY, NC 27518  
 PHONE: (919) 466-0112

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF LESSOR/SITE OWNER AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM LESSOR/SITE OWNER. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH LESSOR/SITE OWNER WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

ALL MEASUREMENTS AND LOCATIONS USED IN THIS SITE DESIGN ARE APPROXIMATE AND LESSOR/SITE OWNER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO UTILITIES, ROCK FORMATIONS, ETC. THIS SITE DESIGN SHALL NOT BE USED FOR CONSTRUCTION PURPOSES AND LESSEE SHOULD CONTACT AND UTILIZE A UTILITY LOCATOR SERVICE PRIOR TO COMMENCING CONSTRUCTION TO AVOID SERVICE DISRUPTION TO OTHER USERS AND INJURY OR DEATH.

ATC SITE NUMBER:  
**410933**  
 ATC SITE NAME:  
**EAST WILSON WISCONSIN**

**LEGEND**

⊗	GROUNDING TEST WELL
A/C	AIR CONDITIONING UNIT
AV, AVV	AIR VENT
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
C	CABINET
CS	COAX SHROUD
CSC	FIBER OPTIC CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACLE
HH	HAND HOLE
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
LPG	LIQUID PROPANE GAS
M	METER
OHW	OVERHEAD WIRE
P	POWER
PB	PULL BOX
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
W	WATER VALVE
---	BUFFER
----	GROUND SPACE (LEASE AREA)
-----	EASEMENT

DRAWN BY:	JJL
DATE DRAWN:	8/13/15
CUSTOMER:	
COLLOCATION NO.:	N/A

**SITE PLAN LAYOUT**  
 SPU

SHEET NUMBER:	<b>SITE-1</b>	AUDITED BY:	ON
---------------	---------------	-------------	----

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Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

*Lance Vest*

Authorized by: Lance Vest, City of Madison Real Estate Specialist

# Exhibit C

**Verizon Primary Tower Space:**

**Verizon Primary Tower Space RAD Center**

Top Elevation:

100 feet

Bottom Elevation:

103 feet

93 feet

Verizon Communications Equipment and Wind Load Surface Area of the Verizon Primary Tower Space							
Equipment Type	RAD Ht (ft.)	Count	Height (in.)	Width (in.)	Depth (in.)	Individual Surface Area (in <sup>2</sup> )	Total Surface Area (in <sup>2</sup> )
<i>RET/RCU/RRU/RRH</i>	98	6	21.9	25	7.4	548	3,285
<i>BOB/SSB</i>	96	1	20	15	10	300	300
<i>TTA</i>	102	3	12	12	6	144	432
<i>PANEL</i>	100	3	74.9	6.6	3.3	494	1,483
<i>PANEL</i>	100	3	68.7	22.2	5	1,525	4,575
<i>Mount: Pole Mount</i>	96	-	-	-	-	-	-
<i>Mount: Platform with Handrails</i>	100	-	-	-	-	-	-
<b>Wind Load Surface Area of the Verizon Communications Equipment within the Verizon Primary Tower Space</b>							10,075
<b>Wind Load Surface Area of the Verizon Reserved Amount of Tower Equipment</b>							30,000

Cables			
Line Type	Line Size	RAD Height (ft.)	Count
<i>Coax</i>	<i>1 5/8" Coax</i>	<i>100</i>	<i>12</i>
<i>Fiber/Hybrid</i>	<i>1.37" (34.8mm) Hybrid</i>	<i>102</i>	<i>1</i>

Ground Space	
Equipment Shelter	9' 2" x 13' 2"
Generator	4' x 9' 2"

## EXHIBIT D

### Lease Fee Schedule

	<b>Lease Year</b>	<b>Lease Period</b>	<b>Lease Fee</b>
<b>Initial Term</b>	1	05/30/2022 – 05/29/2023	\$30,000.00
	2	05/30/2023 – 05/29/2024	\$30,900.00
	3	05/30/2024 – 05/29/2025	\$31,827.00
	4	05/30/2025 – 05/29/2026	\$32,781.81
	5	05/30/2026 – 05/29/2027	\$33,765.26
	6	05/30/2027 – 05/29/2028	\$34,778.22
	7	05/30/2028 – 05/29/2029	\$35,821.57
	8	05/30/2029 – 05/29/2030	\$36,896.22
	9	05/30/2030 – 05/29/2031	\$38,003.10
	10	05/30/2031 – 05/29/2032	\$39,143.20
<b>First Renewal Term</b>	11	05/30/2032 – 05/29/2033	\$40,317.49
	12	05/30/2033 – 05/29/2034	\$41,527.02
	13	05/30/2034 – 05/29/2035	\$42,772.83
	14	05/30/2035 – 05/29/2036	\$44,056.01
	15	05/30/2036 – 05/29/2037	\$45,377.69
<b>Second Renewal Term</b>	16	05/30/2037 – 05/29/2038	\$46,739.02
	17	05/30/2038 – 05/29/2039	\$48,141.19
	18	05/30/2039 – 05/29/2040	\$49,585.43
	19	05/30/2040 – 05/29/2041	\$51,072.99
	20	05/30/2041 – 05/29/2042	\$52,605.18