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 New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

## WITNESSETH:

WHEREAS, the City and Madison SMSA Limited Partnership are parties to that certain License, dated March 26, 2002, as amended, and recorded with the Dane County Register of Deeds on March 28, 2002 as Document No. 3467325 (the "2002 License"); and

**WHEREAS**, the Licensee is the successor to Madison SMSA Limited Partnership; and

WHEREAS, the 2002 License pertains to the placement

by the Licensee of telecommunications equipment on the City-owned water tower located at 4724 Spaanem Avenue, Madison, Wisconsin, together with the placement of a telecommunications shelter for housing telecommunications equipment on land near the base of the tower; and

**WHEREAS**, the term of the 2002 License is scheduled to expire on March 31, 2022, and 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. <u>Termination of 2002 License</u>. The 2002 License shall terminate effective as of midnight of the day immediately preceding the "Effective Date" set forth in Paragraph 3.
- 2. <u>Premises</u>. The City hereby grants to the Licensee the continued right to place telecommunications antennas and ancillary equipment on the City-owned water tower ("Tower") located at 4724 Spaanem Avenue, Madison, Wisconsin, and to place telecommunications equipment within a telecommunications shelter on land near the base of the Tower ("Land"). The Tower and the Land are located on property ("Property") described on Exhibit A and are depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference. The Land and the space on the Tower are hereinafter collectively referred to as the "Premises".
- 3. <u>Term</u>. 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 April 1, 2022 (the "Effective Date") and expire on March 31, 2027.

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

Tax Parcel No.: 251-0710-161-1118-1 (part of)

## 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.)

- 4. <u>Renewal</u>. 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. The City shall not unreasonably withhold, condition or delay its approval of the Licensee's notice of renewal, and the parties shall negotiate in good faith as to the terms of the renewal.
- 5. <u>Hold Over</u>. 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 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. <u>Use</u>.
  - a. The Licensee's use of the Premises shall be limited to the placement, construction, 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." The Licensee shall have the right to place an additional three (3) telecommunications antennas on the Tower at any time during the term of this License, subject to the provisions of Paragraph 9.
  - b. The Licensee shall also be permitted to operate, maintain, repair, replace and remove the existing communications shelter ("Shelter") on the 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 current as-built construction drawings, including a complete and detailed inventory of all Equipment and improvements installed on the Tower and upon the Land, are attached hereto as Exhibit C and made part of this License by reference. The parties acknowledge that this License is non-exclusive and that the City will continue to use the Tower and shall have the right to lease or grant other licenses to one or more entities on the Tower, provided that any such subsequent use, lease, or license shall not interfere with the Licensee's rights under this License.
- 7. <u>Acceptance of Premises</u>. The Licensee has taken possession of the Premises pursuant to the 2002 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. <u>Administrative Fees</u>.

- 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), the receipt of which is hereby acknowledged by the City, 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, except for (i) an amendment requested by City, or (ii) necessitated by City's actions, in which case no administrative fee shall be due from Licensee.

## 9. <u>License Fee</u>.

- a. The Licensee shall pay to the City a base annual fee ("Base Antenna Fee") of Thirty Thousand and 00/100 Dollars (\$30,000.00) for the right to install Equipment occupying up to one hundred (100) cubic feet of air space on the Tower and for the use of the Land. The Base Antenna Fee shall increase annually by three percent (3%) effective as of each anniversary of the Effective Date of this License.
- b. The Licensee shall pay an annual "Additional Fee" of Twenty-five and no/100 Dollars (\$25.00) per cubic foot of air space on the Tower occupied by Equipment in excess of the 100 cubic feet of air space allowed in Paragraph 9.a. above, which Additional Fee shall be indexed at a rate of three percent (3%) annually, calculated retroactively for each full year since the Effective Date.
- c. The Base Antenna Fee and Additional Fee are hereinafter collectively referred to as the "License Fee". The License Fee schedule is set forth in attached Exhibit D.
- d. 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 <u>City Treasurer</u>, referenced to Real Estate Project No. 5048, and sent or personally delivered to the City's Economic Development Division at the address specified in Paragraph 27.
- e. 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.
- f. In the event the Licensee, in accordance with Paragraph 6, places three (3) additional telecommunications antennas on the Tower, the annual License Fee payable thereafter shall become payable effective upon the installation of the additional antennas and shall be prorated for any partial year.

## 10. Interference.

The Licensee's installation, operation, and maintenance of the Equipment and Shelter shall not damage or interfere in any way the City's Tower operations or related repair and maintenance activities or with such activities of other licensees. The Licensee agrees to cease all such actions which materially interfere with the City's use of the Tower 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 Premises, excluding the Equipment, in connection with Tower operations as may be necessary, including licensing part of the Tower and/or the Land to others, subject to the terms hereof. 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 Premises. The Licensee agrees to reimburse the City for any additional repair, maintenance, alteration or improvement costs which the City incurs as a result of the Licensee's Equipment being located on the Tower. 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 Equipment, the Licensee shall provide to the City, at the Licensee's expense, an interference study indicating whether the Licensee's modifications will interfere with any existing communications facilities on the Tower and an engineering study indicating whether the Tower is able to structurally support the modifications to the Licensee's Equipment without prejudice to the City's primary use of the Tower.

The City does not guarantee to the Licensee subsequent noninterference with the Licensee's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency requests a license and/or permission to place any type of additional antenna or transmission facility on the Premises, the following procedures shall govern to determine whether such antenna or transmission facility will interfere with the Licensee's transmission operations:

If the City receives any such request, the City shall submit a proposal complete with all technical specifications reasonably requested by the Licensee to the Licensee for review for noninterference; however, the City shall not be required to provide the Licensee with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. The Licensee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by the Licensee to the installation of antennas or transmission facilities pursuant to said proposal. If the Licensee gives notice of objection due to interference during such thirty (30) day period and the Licensee's objections are verified by the City to be valid, then the City shall not proceed with such proposal unless the City modifies the proposal in a manner determined, in the City's reasonable judgment, to adequately reduce the interference. In that case, the City may proceed with the proposal.

The Licensee's use and operation of its Equipment shall not interfere with the use and operation of other communication facilities on the Tower which pre-existed the Licensee's Equipment. If the Licensee's Equipment causes interference, the Licensee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated within five (5) days after the Licensee has actual notice of this interference, the Licensee shall immediately cease operating its Equipment until the interference has been eliminated (except for periodic testing pursuant to FCC regulations and generally accepted industry standards). If the

interference cannot be eliminated within thirty (30) days, the Licensee shall have the right to terminate this License. If the interference cannot be eliminated within one hundred twenty (120) days, the City may revoke this License. In the event of termination or revocation of the License under this Paragraph, any License Fee that has been prepaid for the period following the termination or revocation shall be prorated on a per diem basis and refunded to the Licensee.

## 11. <u>RF Emissions</u>.

- 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 by powering down the Equipment, as necessary, during periods of maintenance at the Property. The City shall provide the Licensee with as much advance notice of any such maintenance as is reasonably available.
- 12. <u>Construction or Mechanics Liens</u>.
  - 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. The Licensee shall work to minimize the impact of any and all cable routes on the overall operation of and clearance spaces within the Tower. If the City finds Licensee's cables to be intruding into the City's work or access space, the Licensee shall reroute, resize or eliminate the interfering cable to the satisfaction of the City.
  - b. The Licensee shall limit the number of structural penetrations into the Tower to what is reasonably required for Licensee's use of the Premises. Licensee agrees not to make any unnecessary structural penetrations into the Tower. The City may review Licensee's proposed structural penetrations and provide feedback to Licensee. Licensee shall use good faith efforts to attempt to address the City's feedback regarding Licensee's proposed structural penetrations. The City may limit the use of existing structural penetrations and may limit the size and location of any proposed structural penetrations, as long as such limitations do not unreasonably interfere with Licensee's use of the Premises or Licensee's rights under this License. This penetration limit may require the Licensee to reroute or resize some cables to the extent reasonable and practicable for Licensee's use, in order to meet the needs of the City.
  - c. No exterior storage of material, equipment or vehicles is permitted on the Property, except the temporary and orderly placement of items in conjunction with maintenance, repair, replacement or removal activities.
  - d. The Licensee shall be responsible for maintaining the Equipment and the Shelter.
  - e. The Licensee shall have non-exclusive, unlimited access, 24 hours a day, 7 days a week, 365 days a year, to the Land.
  - f. Access to the Tower shall be provided to the Licensee at all times upon notice to the City. The Licensee shall arrange for access to the Tower by contacting the City's Water Works Operator at (608) 266-4665 a minimum of two (2) business days in advance of the Licensee's desired access date. In the event of an emergency, shorter advance notice to the Water Works Operator shall be permissible. At all times during which the Licensee has access to the Tower, 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 noncompliance with the requirements of this Subparagraph, payable within forty-five (45) days after Licensee's receipt of notice and invoice from the City; 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.

- g. At all times during which the Licensee has access to the Premises, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Premises are properly secured when not in use in order to prevent unauthorized access to the Premises. 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; 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.
- h. The City shall not be liable for any damage to the Equipment, Shelter or other site improvements except to the extent caused by the gross negligence or willful misconduct of the City.
- i. Any modifications to the Equipment or 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 Equipment and/or Shelter. The Licensee shall complete and submit to the City the Equipment Modification Form attached as Exhibit E, together with all requisite studies and reports. The City shall have a minimum of thirty (30) days to review and comment on the Licensee's submission of the Equipment Modification Form. 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 date the City issues a consent letter allowing for the Equipment Modification, regardless of the actual date of installation on the Tower, and shall be prorated for any partial year. 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 any Shelter on the Premises: 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.
- j. In the event the City requires the expertise of a third party engineer/consultant to review the installation of the Licensee's Equipment and/or Shelter, or any future modifications to the Licensee's Equipment and/or Shelter, the Licensee shall be required to reimburse the City of Madison Water Utility ("MWU") reasonable costs incurred by the MWU as a result of hiring said engineer/consultant. MWU or the City shall provide sufficient supporting documentation and detailed invoices evidencing such reasonable costs to Licensee within thirty (30) days of the date on which such costs were incurred, in order for MWU to be entitled to such reimbursement. 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 forty-five (45) days after the MWU sends the Licensee an invoice for the same together with reasonable supporting documentation evidencing such fees as set forth herein.
- k. The Equipment shall remain the exclusive property of the Licensee.

- 1. The Licensee shall in no way encumber, or allow to be encumbered, the City's title to the Premises.
- m. Within thirty (30) days following any modification to the Equipment and Shelter, the Licensee shall provide the City with an as-built construction drawings showing the actual location of the Equipment and Shelter installed on the Premises. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment installed on the Tower and the Land.
- n. 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, 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.
- o. 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 City shall have the option to repair or replace the Tower at its sole expense or to revoke the License effective on the date of such damage or destruction. In the event the City revokes the License, 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 City and the Licensee. If the City elects to repair or replace the Tower, 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, at its sole expense, temporary facilities to allow the continuation of its telecommunication operations. Said temporary facilities shall not interfere with the City's repair or replacement activities. If the City undertakes such repair or replacement but cannot complete the same within a reasonable period of time, which shall not be less than sixty (60) days and not greater than two hundred seventy (270) days, after the damage or destruction occurred, the Licensee may terminate the License upon written notice to the City, effective as of the date that the damage or destruction occurred. In such event, the Licensee shall have no further obligations under this License (except any obligations that by their nature or by their language survive termination). In the event of revocation or termination of the License under this Paragraph, any License Fee that has been prepaid for the period following the revocation or termination shall be prorated on a per diem basis and refunded to the Licensee. The restoration of City services shall be given the highest priority in the event that any of the City's services and the Licensee's telecommunication services are interrupted at the same time, unless otherwise agreed to by the City and the Licensee at the time of restoration.
- 15. <u>Taxes</u>.

- a. <u>Real Estate Taxes</u>. 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 with respect to the Land and for all taxes imposed on the full value of the Licensee's improvements, if any, constructed on the Land.
- b. <u>Personal Property Taxes</u>. 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 Equipment and Shelter.
- 16. <u>Utilities</u>. 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.
- 17. <u>Indemnification</u>. 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. <u>Insurance</u>. The Licensee shall carry commercial general liability insurance per ISO form CG 00 01 or its substantial equivalent covering as insured the Licensee and including the City, its officers, officials, agents and employees as additional insureds by endorsement as respects this License, with a limit of \$1,000,000 per occurrence and \$5,000,000 in the aggregate. This policy shall also provide contractual liability coverage in the same amount, and apply on a primary and noncontributory basis. Licensee shall provide the City thirty (30) days advance written notice of cancellation or non-renewal of the policy unless replaced during the term of this License. As evidence of this coverage, the Licensee shall furnish the City with a certificate of insurance on an ACORD form, 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. <u>Assignment and Sublicensing</u>. 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. Said consent may be withheld at the sole discretion of the City. Notwithstanding the foregoing, the Licensee shall be permitted to assign this License to any entity which controls, is controlled by, or is under the common control of the Licensee, or to any entity resulting from any merger or consolidation with the Licensee, or to any partner of the Licensee, or to any partnership in which the Licensee is a general partner, or to any person or entity which acquires all of the assets of the 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. <u>Revocation and Termination</u>.

- 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 Licensee's 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 as an Additional Fee. 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.
- b. 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.
- c. 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. <u>Rights Upon Expiration, Revocation or Termination</u>. 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. <u>Compliance</u>. 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. <u>Hazardous Substance Indemnification</u>. 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 in violation of any applicable federal, state or local law, regulation or rule, 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.

Removal and Disposal of Personal Property. Upon the expiration, revocation or termination of 24. this License, the Licensee, at the Licensee's sole cost, shall remove from the Premises all Equipment installed by the Licensee. The Licensee shall also repair any damages it causes to the Land and Tower to a condition equivalent to that which existed prior to the date that the Licensee first occupied the Land and Tower, except any loss incurred under Paragraph 14. Removal of Equipment and repair of the Land and Tower 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 or termination of this License 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 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.

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

- 26. <u>Right of Entry</u>. The City or its representatives shall have the right to enter upon the Premises (but shall not have access to the Shelter or the Equipment 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. <u>Notices</u>. 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:	New Cingular Wireless PCS, LLC Attn.: TAG – LA Re: Cell Site #: WI0184; Cell Site Name: East Monona (WI) Fixed Asset #: 10014130 1025 Lenox Park Blvd. NE 3rd Floor Atlanta, GA 30319
With a copy to:	New Cingular Wireless PCS, LLC Attn.: Legal Department Re: Cell Site #: WI0184; Cell Site Name: East Monona (WI)

## Fixed Asset #: 10014130 208 S. Akard Street Dallas, Texas 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

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. <u>Definition of City and Licensee</u>. 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. <u>Signs</u>. 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. <u>Severability</u>. 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. <u>Non-Discrimination</u>. 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. <u>Accessibility</u>. 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. <u>Subordination</u>.
  - 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. <u>No Waiver</u>. 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. <u>Authorized Agent</u>. 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 License, with authority to administer this License lawfully on behalf of the City.
- 36. <u>Entire Agreement</u>. 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. <u>Amendment</u>. 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. <u>Law Applied</u>. 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. <u>Third Party Rights</u>. 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. <u>Goodwill</u>. 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. <u>Quiet Enjoyment</u>. 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. <u>Public Record</u>. This License will be recorded by the City at the office of the Dane County Register of Deeds after it is executed by the parties.
- 44. Counterparts, Electronic Signature and Delivery. This License 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.

## New Cingular Wireless PCS, LLC,

a Delaware limited liability company

By: AT&T Mobility Corporation Its: Manager

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

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

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

State of \_\_\_\_\_ )ss.

County of

Personally came before me this \_\_\_\_\_day of \_\_\_\_\_, 2022, (name), \_\_\_\_\_(title), of AT&T Mobility Corporation, Manager of the above named New Cingular Wireless PCS, LLC, a Delaware limited liability company, known to be the person who executed the above foregoing instrument and (title) 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:

## **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 \_\_\_\_\_, 2022.

Kevin Ramakrishna, Assistant City Attorney Member of the Wisconsin Bar

**Approved:** 

David Schmiedicke Finance Director Date

Eric Veum Risk Manager

**Approved:** 

Date

## Approved as to form:

Michael P. May City Attorney Date

Execution of this License 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 \_\_\_\_\_\_, 2021.

Drafted by the City of Madison Office of Real Estate Services

Project No. 5048

## EXHIBIT A

## **Legal Description**

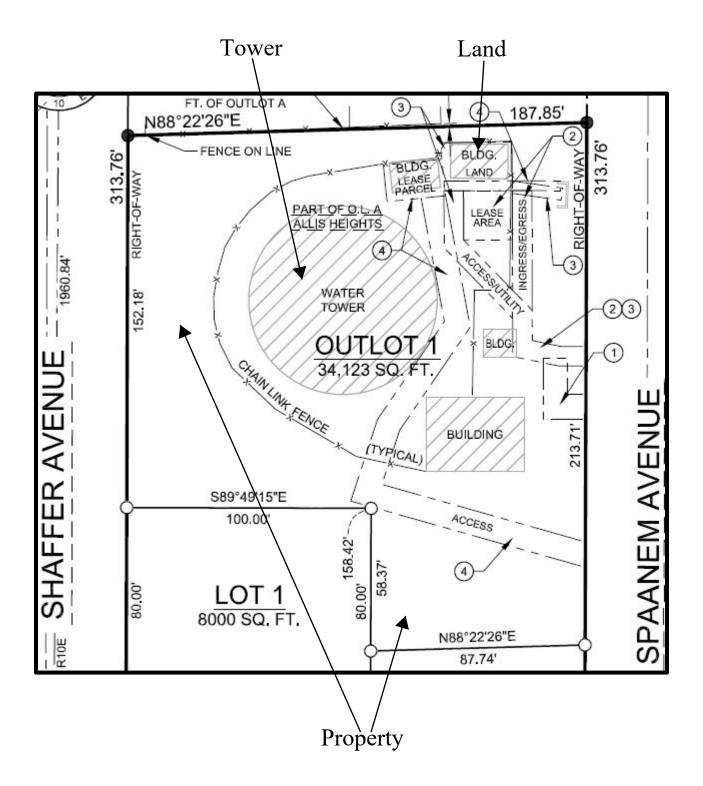
## The Property:

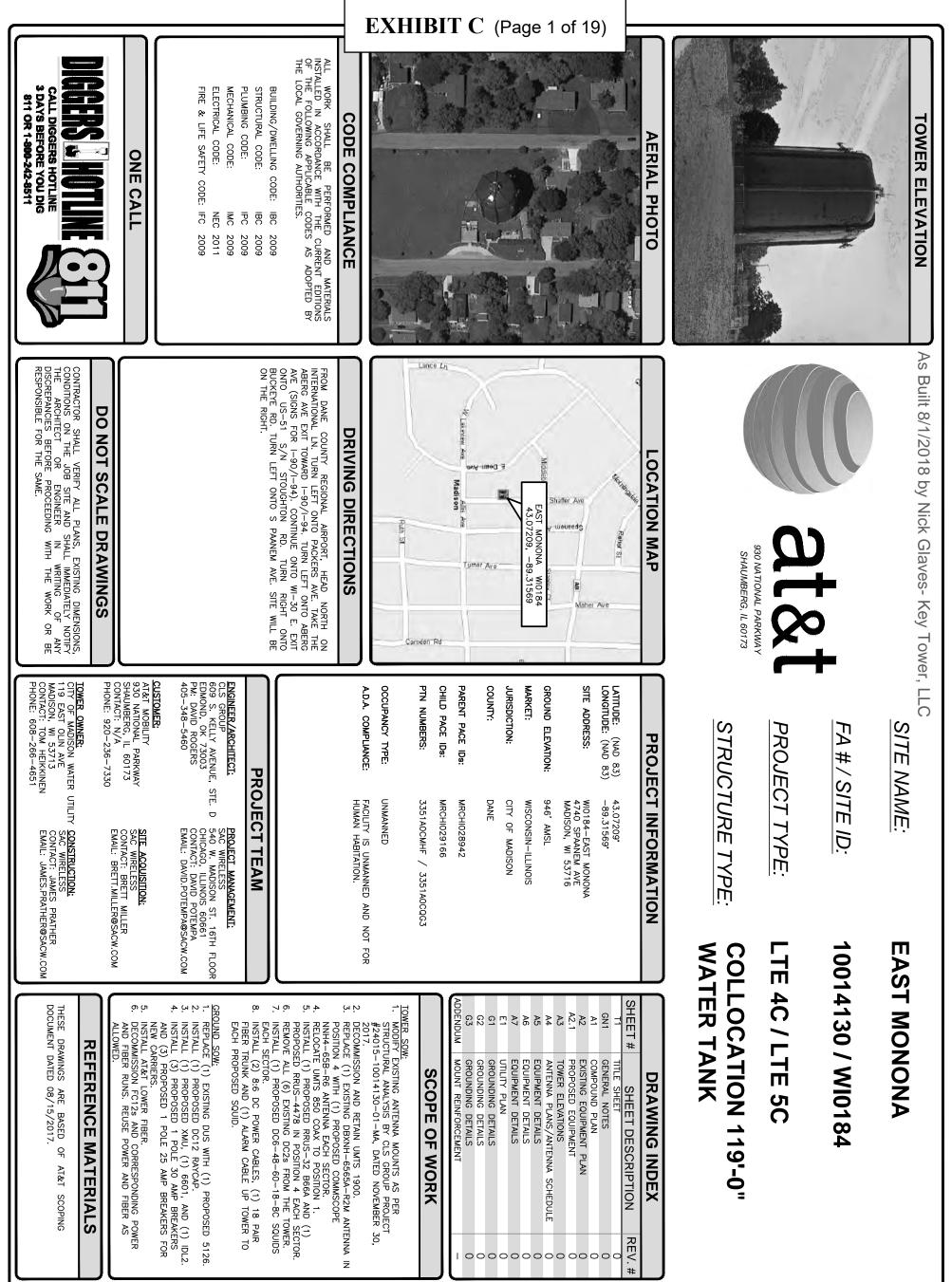
Outlot 1 of Certified Survey Map No. 14523, recorded in Volume 100 of Certified Survey Maps, Page 116, in the office of the Dane County Register of Deeds, located in the SW¼ of the NE¼, Section 16, Town 7 North, Range 10 East, City of Madison, Dane County, Wisconsin.

<u>Note</u>: The Land is located as shown on Exhibit B to the License. The Licensee's use of the Land includes the non-exclusive right to locate underground facilities within the easement corridors shown on Exhibit B.

## EXHIBIT B







## 84

## 119'-0"

## **NG INDEX**

DESCRIPTION	REV. #
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S	0
AN	0
MENT PLAN	0
JIPMENT	0
SNO	0
S/ANTENNA SCHEDULE	0
TAILS	0
TAILS	0
TAILS	0
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TAILS	0

## **OF WORK**

-MA, DATED NOVEMBER 30, TAIN UMTS 1900. DBXNH-6565A-R2M ANTENNA IN

# E MATERIALS

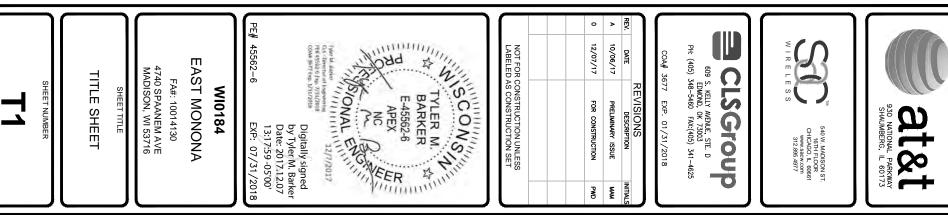
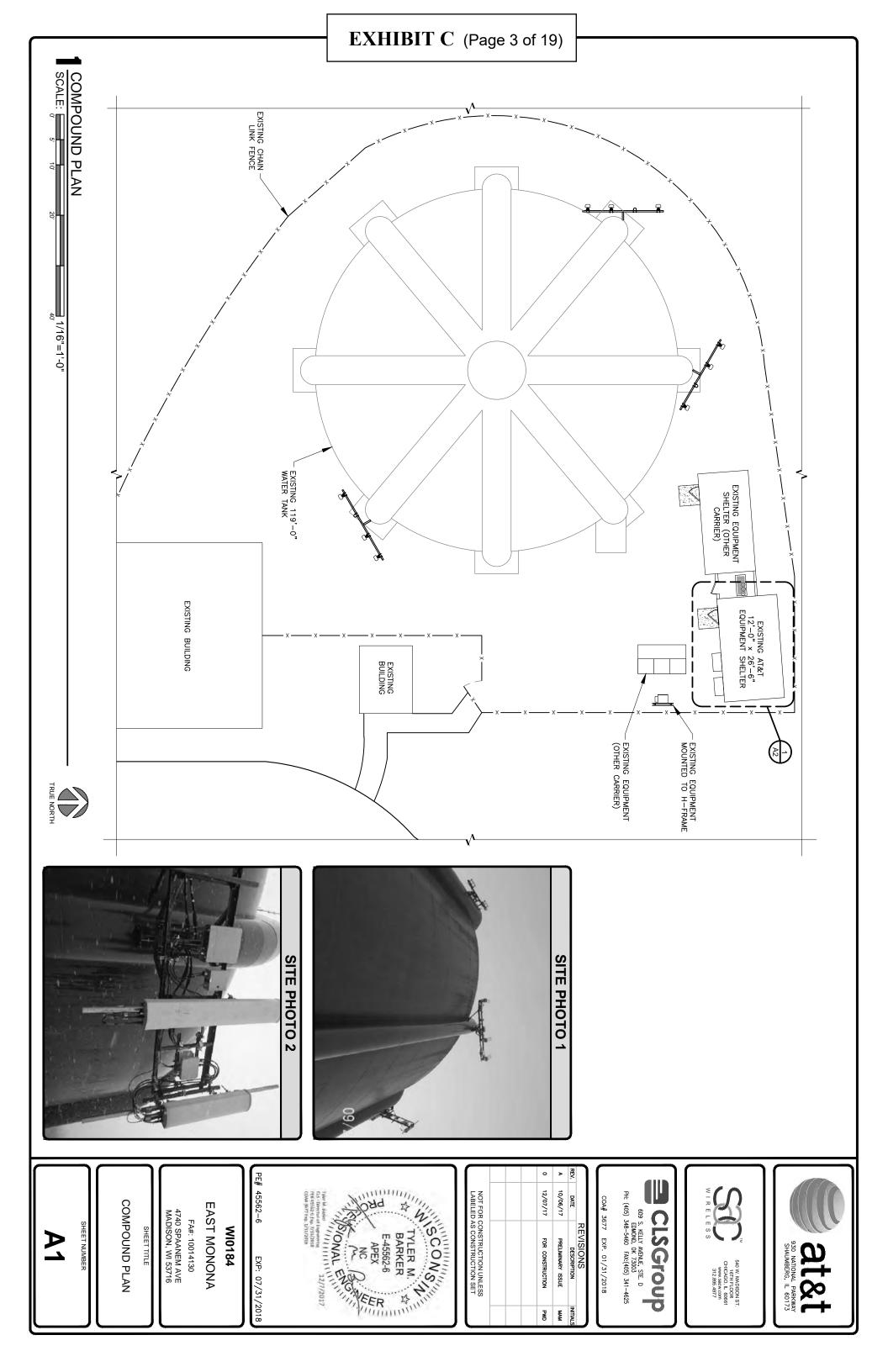
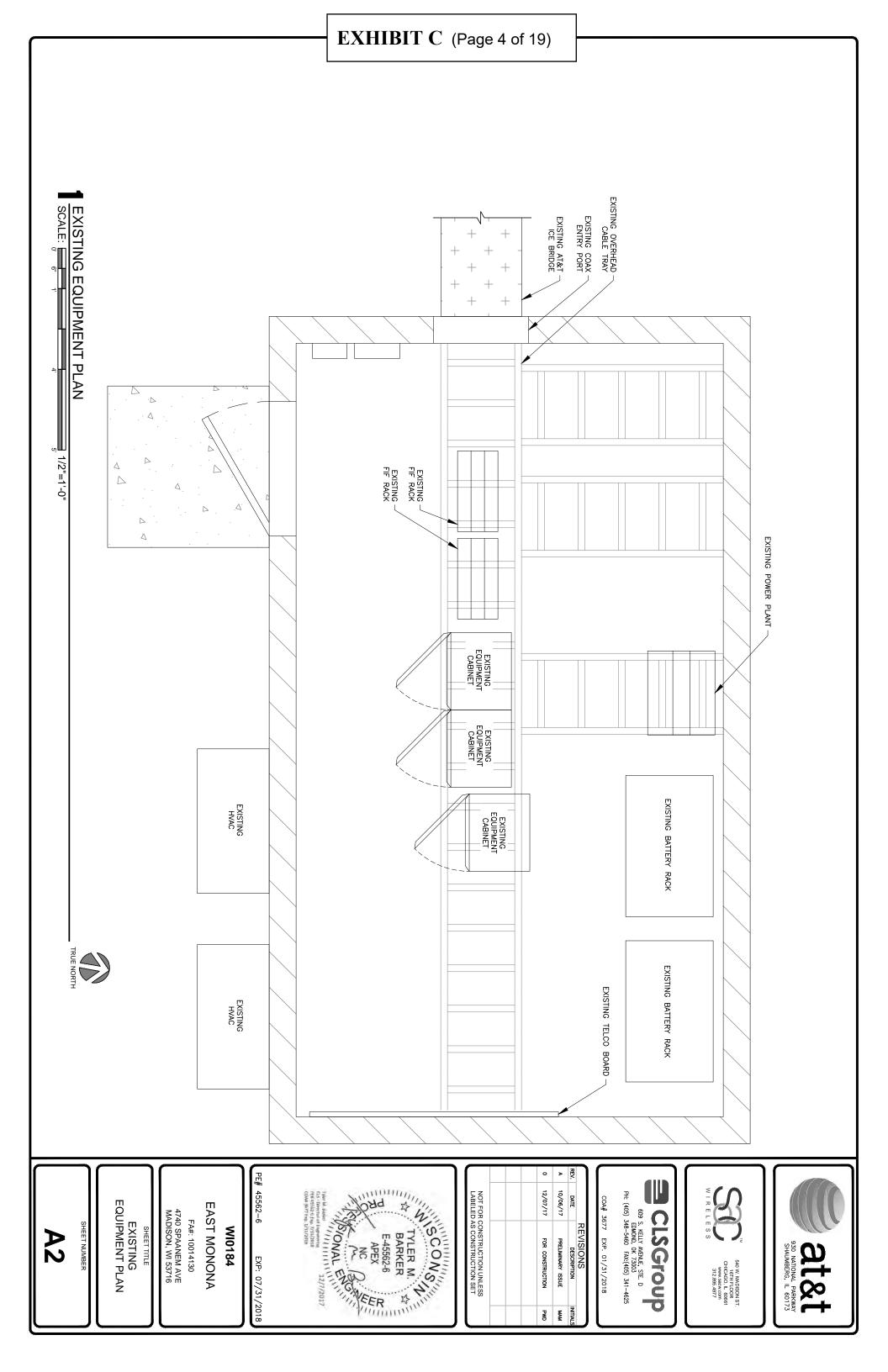
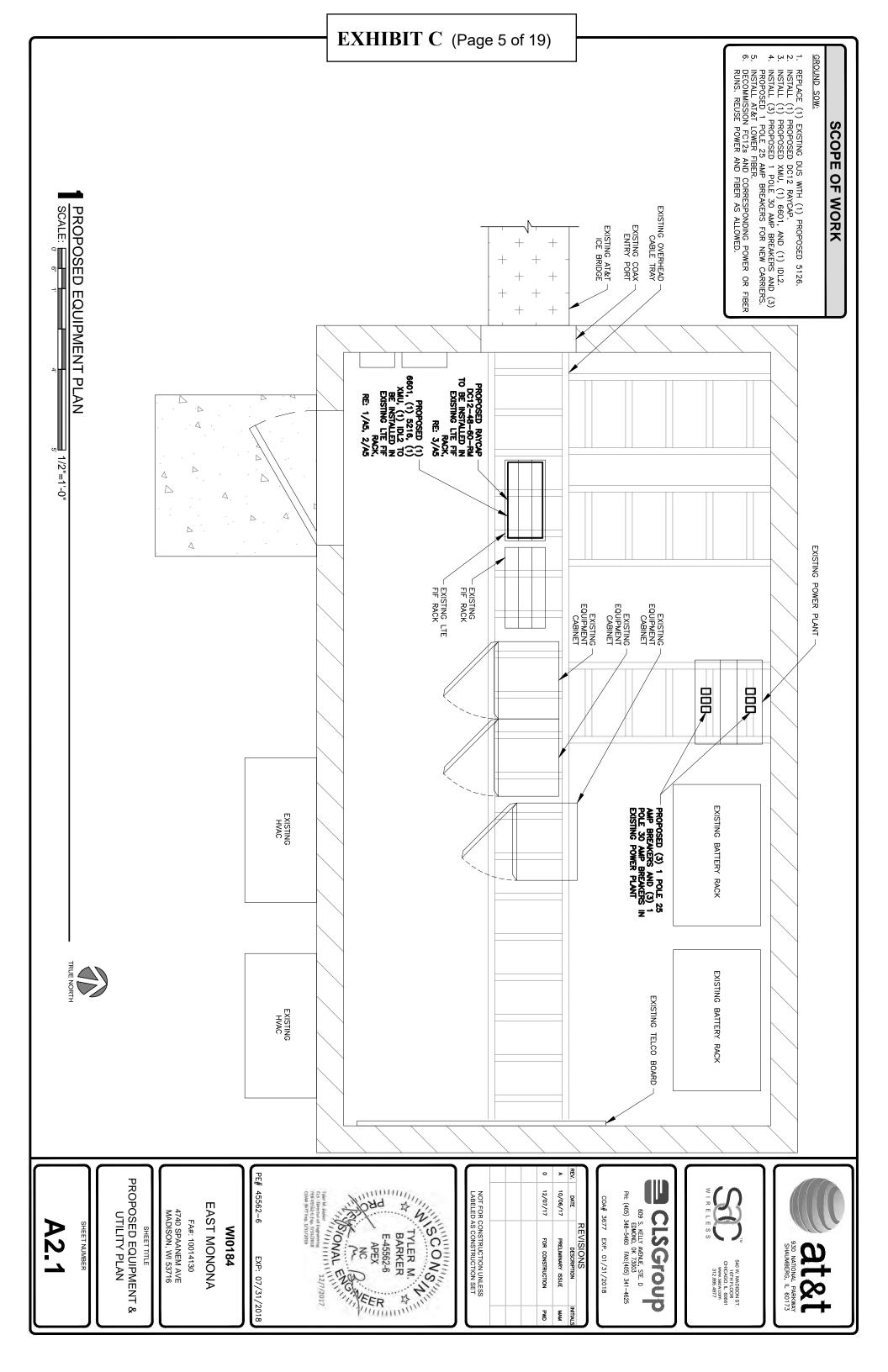


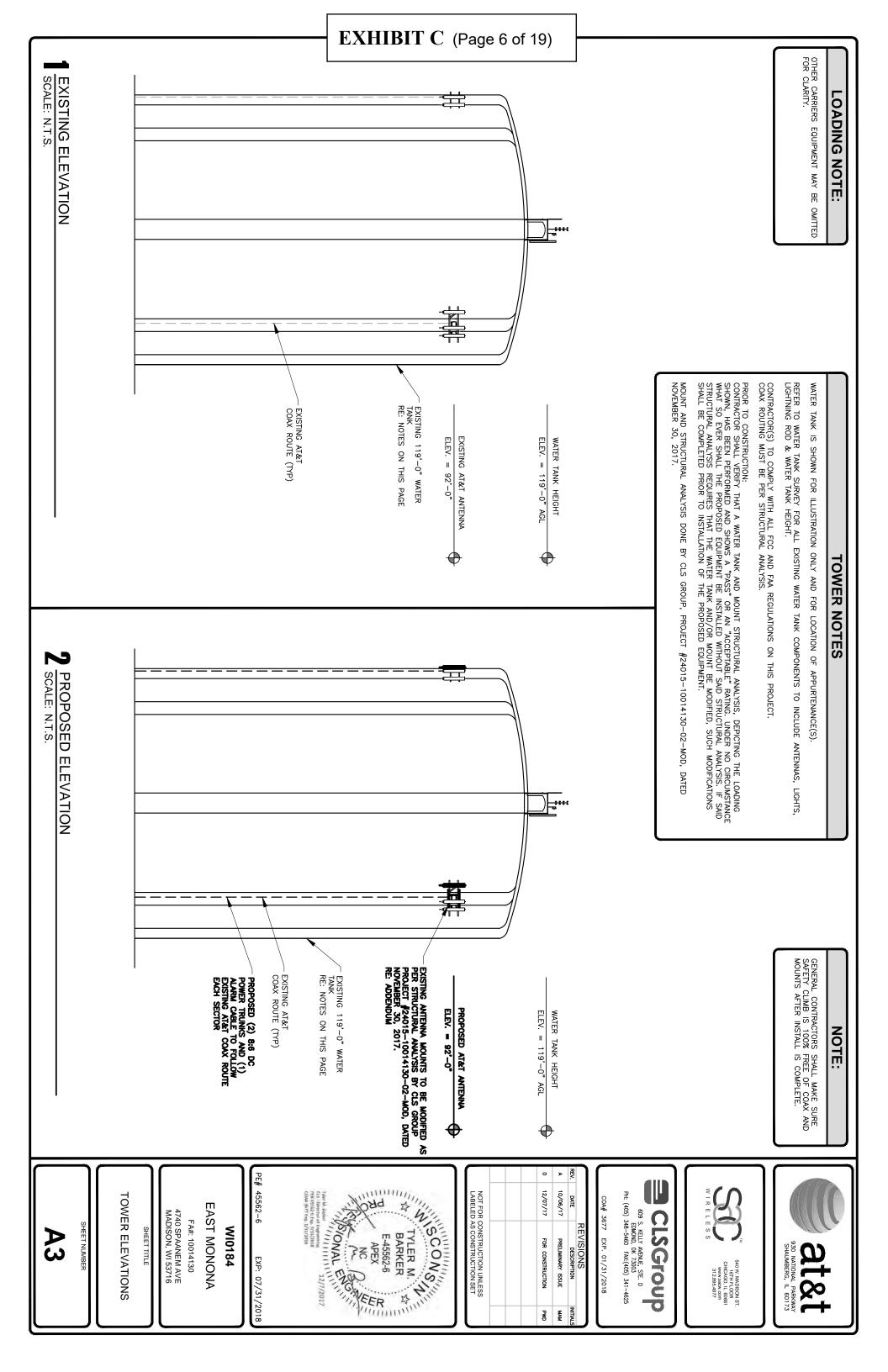
EXHIBIT C (Page 2 of 19)	]
<ul> <li>CARLES, GROUNDING CAELES SAS SHOW ON THE POWER, GROUNDING AND SALL PROTECT EXISTING THEYS AS NO/OR SHALL PROTECT EXISTING THEYS AND/OR SHALL FRANCED REAL CONFRACTOR SHALL CONFIRM THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAREMENT INSOCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPORTED IN THE SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF THE CONSTRUCTION SHALL LEGALLY AND PROPERLY ON ACCORDANCE WITH AME CONSTRUCTION SHALL CONFERCION SHALL CONFERENCES OF EXCITAGE SHALL CONFERMING AND CONSTRUCTION SHALL VERY FALL VERY FALL CONFERNING NORTH AND DISPOSITING COLLEX STILL CONFERNING AND CONSTRUCTION SHALL LEGALLY NORK SHAL BE DONE IN ACCORDANCE WITH AME CONSTRUCTION SHALL VERY FALL VERY FALL CONFERNING NORTH AND DISPOSITING CONSTRUCTION SHALL LEGALLY NORK SHAL AND CONSTRUCTION SHALL LEGALLY MORE SHORE THE CONTRACTOR SHALL OCTIFY THE CONTRACTOR SHALL CONFERNAL OF EXAMINATION OF SUBJECTIVE THE CONTRACTOR SHALL NOT DISPOSITING CONSTRUCTIONS WIST BE CREPTODING FOR AN APROPRIATE WINDOW US TRAFFIC PERIODS AFTER MINIOUT ALTERNATION OF SUBJECT PRECATION. SO DIFERING SARE REDURDED TO BE SHUT DOWN PRIOR TO PERFORMANCE WINDOW AND HERE CONTRACTOR. AND MODELED TO DE SHOW THE CHAIL SOUTH AND ALL UNDUE TO THE SUBCOMPARTER WINDOW AND TRAFFIC TO THE EXISTING CONFERENCES ARE REDURED TO BE SHUT DOWN PRIOR TO PERFORMANCE WINDOW AND DESCINE CONTRACTOR SHALL COULD EXPOSE TO NORTH/CLENT. AND MODELED TO THE SOUTH OF THE CONTRACTOR, AND ALL UNDUE TO THE SUBJECTICATI</li></ul>	<b>GENERAL NOTES</b> <b>SPF</b> CONSTRUCTION DRAWING, THE FINAL VERAL CONTRACTOR GENERAL CONTRACTOR (CONSTRUC BILLTY CUIPMENT MANUFACTURER CUIPMENT MANUFACTURER ISSIONS OF BIDS, THE BIDDING SUD ARIZE THEMSELVES WITH THE EXISTIN STARTING ANY WORK. NOTIFY THE OR INSONSISTENCIES BEFORE PRO OR ANY PUBLIC AUTHORITY REGAR IS CARED OUT SHALL COMPLY WI Y SPECIFICATIONS AND LOCAL JURI SULATIONS. HERE ARE NOT TO BE SCALED AN RWISE, THE WORK SHALL INCLUDE INANCES, AND LABOR NECESSARY T IS CARDES, AND LABOR NECESSARY T IS CARDIES, AND LABOR NECESSARY T IS SHALL INSTALL ALL EQUIPMENT AN 'S RECOMMENDATIONS UNLESS SPE VUIPMENT CANNOT BE INSTALLED AS ALL DETERMINE ACTUAL ROUTING OF ALL DETERMINE ACTUAL ROUTING OF
<ol> <li>SPECIFIED.</li> <li>SPECIFIED.</li> <li>SIMAL BE SINGLE CONDURTOR 2 AWG SOLUT TINUED COPEED CABLE, UNLESS OTHERWES SPECIFIED.</li> <li>POWER WIRNG, NOT IN TUBNIC OR CONDULT, SHALL BE MULT-CONDUCTOR, TYPE TO CABLE (12 AWG OR LARCER), 6000, OL RESISTANT THAN OR THINN-2, CLASS B STRANDED COPPER CABLE FARTED FOR SOCI (WET AND DRY) OPERATION: USTED OR UBELED FOR THE LOCATION USED. UNLESS OTHERWISE SPECIFIED.</li> <li>ALL POWER WIRNG, NOT IN TUBNIC OR OPERATION OF UNLESS OTHERWISE SPECIFIED.</li> <li>ALL POWER WIRNG AND GRAFT OR OPERATION OF UNLESS OTHERWISE SPECIFIED.</li> <li>ALL POWER WIRNG AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/TEEL AND NEC.</li> <li>KIEW RARCEN WITH NEMA, UL, ANSI/TEEL AND NEC CONDUIT (I.E., RIGD PW SCHEDULE 40, OR RIGD PW SCHEDULE 80 FOR LOCATIONS.</li> <li>ELECTRICAL METALLIC TUBING (EMT) OR RIGD NOMETALLIC CUDUIT (I.E., RIGD PW SCHEDULE 80, OR RIGD PW SCHEDULE 40) SHALL BE USED FOR CONCELLED NDOOR LOCATIONS.</li> <li>ELECTRICAL METALLIC CONDUIT (I.E., RIGD PW SCHEDULE 40, OR RIGD PW SCHEDULE 80, ON RIGHT PW SCHEDULE 40, OR RIGD PW SCHEDULE 10000R CONTONIC (IRGID PW SCHEDULE 40) SHALL BE USED FOR CONCELLED NDOOR LOCATIONS.</li> <li>ELECTRICAL MITCHLE TRAFFIC.</li> <li>RIGD NOMETALLIC CONDUIT (I.E., RIGD PW SCHEDULE 40, OR RIGD PW SCHEDULE 80 SHALL BE USED UNDERGROUND: DIRECT BURED, IN AERAS OF SCHEDULE 80 SHALL BE USED UNDERGROUND: DIRECT BURED, IN AERAS OF CONCELLED NUMERAVIS TO MITCH TRAFFIC.</li> <li>LIGUID-TIFF FLKNIGE WITH NEMA UL, MASI/FEE AND NEC.</li> <li>LIGUID-TIFF FLKNIGE WITH NEMA UL, MASI/FEE AND NEC.</li> <li>LIGUID-RIGHT, DISKNE OREN WITH NEMA UL, MASI/FEE AND NEC.</li> <li>LIGUID-RIGHT, AND DEVICE BOXES SHALL BE USED ON UNDERSE ON REALED FOR ELECTRICAL VERT AND REATED NEMA 1 (OR BETTER) NNDORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDORS.</li> <li>NEWEWA'S SHALL BE ENDORY AND NELLED SCEED UL 505.S SHALL BE CALWARZED.</li> <li>NONMETALLO RECERF</li></ol>	Ŀ. 4.7. 67. 8. 9. 0. 1

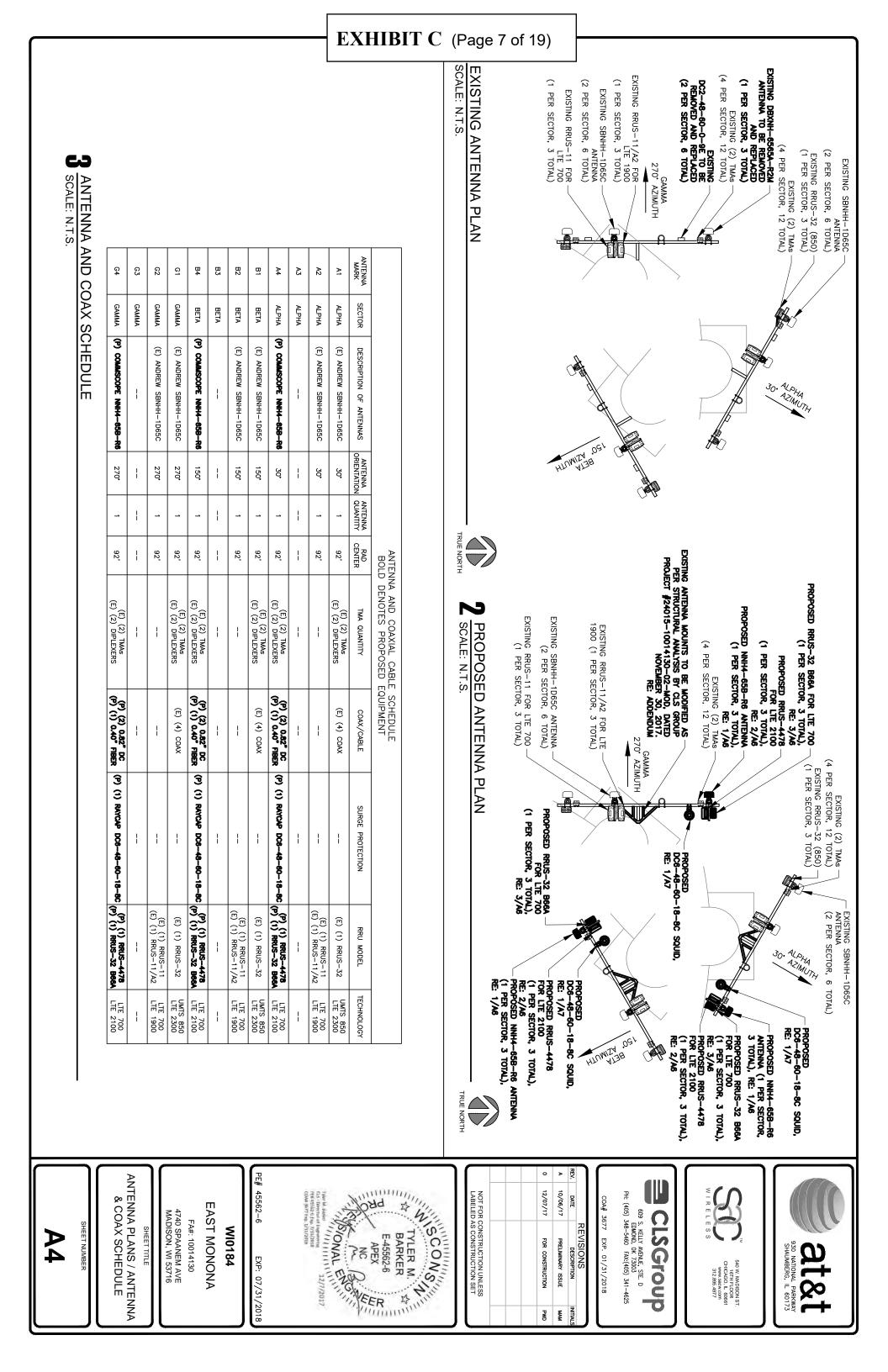
	GND GROUND LTE LONG TERM EVOLUTION MAX MAXIMUM	S EQUIPMENT EXISTING EXTERIOR FOUNDATION FIBER GALVANIZED GLOBAL POSITIONING SYSTEM	ABOVE GRADE LEVEL MFR ABOVE MEAN SEA LEVEL MGB AMERICAN WIRE GAUGE MIN BUILDING (P) FOOT PPC ELECTRICAL METALLIC TUBING RBS ELEVATION IN	ARREVIATIONS	<ol> <li>GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL, SUCH AS PVC PLASTIC CONDUCTOR SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC CONDUIT TO REAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC BONDED TO EACH END OF THE METAL CONDUIT. ANSI/TIA 222. FOR TOWERS BEING BUILT TO REV G OF THE STANDARD, THE WIRE SIZE OF THE BURED GROUND RING SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/TIA 222. FOR TOWERS BEING BUILT TO REV G OF THE STANDARD, THE WIRE SIZE OF THE BURED GROUND RING SHALL BE CHANGED FROM 2 AWG TO 2/0 AWG. IN ADDITION, THE MINIMUM LENGTH OF THE GROUND RODS SHALL BE INCREASED FOR 8 FEET TO 10 FEET.</li> <li>ALL OUTDOOR LUGS SHALL USE BLACK HEAT SHRINK AND INDOOR LUGS SHALL USE CLEAR HEAT SHRINK.</li> <li>ALL OUTDOOR LUGS TO BE LONG BARREL 2 HOLE WITHOUT INSPECTION HOLES AND INDOOR LUGS TO HAVE INSPECTION HOLES.</li> </ol>	<ul> <li>USED FOR GROUNDING CONNECTIONS.</li> <li>10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.</li> <li>11. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH 6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE</li> </ul>	<ol> <li>EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.</li> <li>APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.</li> <li>ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED WITH STAINLESS STEEL HARDWARE TO THE BRIDGE AND THE TOWER GROUND BAR.</li> </ol>	<ul> <li>WITH 25471-000-3PS-EGG0-0001, DESIGN &amp; TESTING OF FACILITY GROUNDING FOR CELL SITES.</li> <li>4. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.</li> <li>5. EACH BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPEMENTAL EQUIPMENT GROUND WIRES, 6 AWG STRANDED COPPER OR LARGER INDOORS BTS; 2 AWG STRANDED COPPER FOR OUTDOORS BTS.</li> </ul>	<ul> <li>IHE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.</li> <li>2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GES'S) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.</li> <li>3. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE SYSTEMS. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF A TEST SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. TESTS SHALL BE PERFORMED IN ACCORDANCE</li> </ul>	<b>GROUNDING NOTES</b> 1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTINIG PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AHJ). THE SITE-SPECIFIC (UL, LPI, OR NFRA) LIGHTING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELCORDIA AND TIA GROUNDING STANDARDS.
GN1	SHEET NUMBER	SHEET TITLE GENERAL NOTES	WI0184 EAST MONONA FA#: 10014130 4740 SPAANEM AVE MADISON, WI 53716	PE# 45562-6 EXP: 07/31/2018	TYLER M BARKER E-45562-6 APEX NC NC NC CA-Theread alloguestic THE Askie Charles and State Charles and State NC CA-Theread alloguestic THE Askie Charles and State Charles and State NC CA-Theread alloguestic THE Askie Charles and State NC CA-Theread alloguestic THE Askie Charles and State NC CA-Theread alloguestic THE ASKIE CHARLES NC CA-Theread alloguestic THE ASKIE CHARLES NC CA-THE ASKIE CA-THE ASKIE CA-THE ASKIE CHARLES NC CA-THE ASKIE CHARLES NC NC CA-THE ASKIE CHARLES NC NC CA-THE ASKIE CHARLES NC NC NC NC NC NC NC NC NC NC NC NC NC	NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET	REVISIONS           REV.         DATE         DESCRIPTION         INITIALS           A         10/06/17         PRELIMINARY ISSUE         MAM           0         12/07/17         FOR CONSTRUCTION         PWD	ENOR SKELY AVENUE, STE. D EMOND, OK 73003 PH: (405) 348-5460 FAX:(405) 341-4625 COA# 3677 EXP. 01/31/2018	W I R E L E S S	BIO MATCAL PARKWAY SHAUMBERG, L 60173

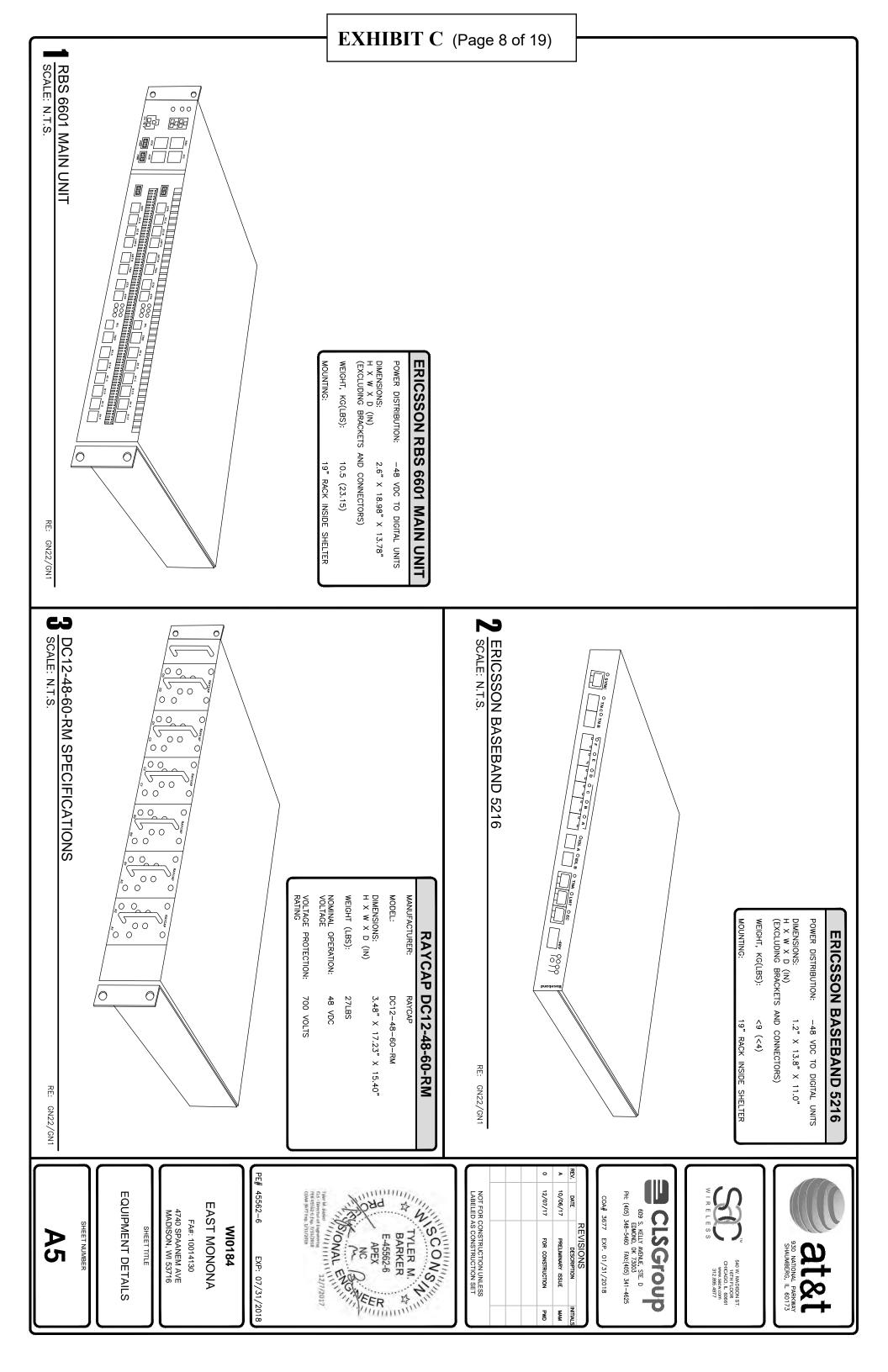


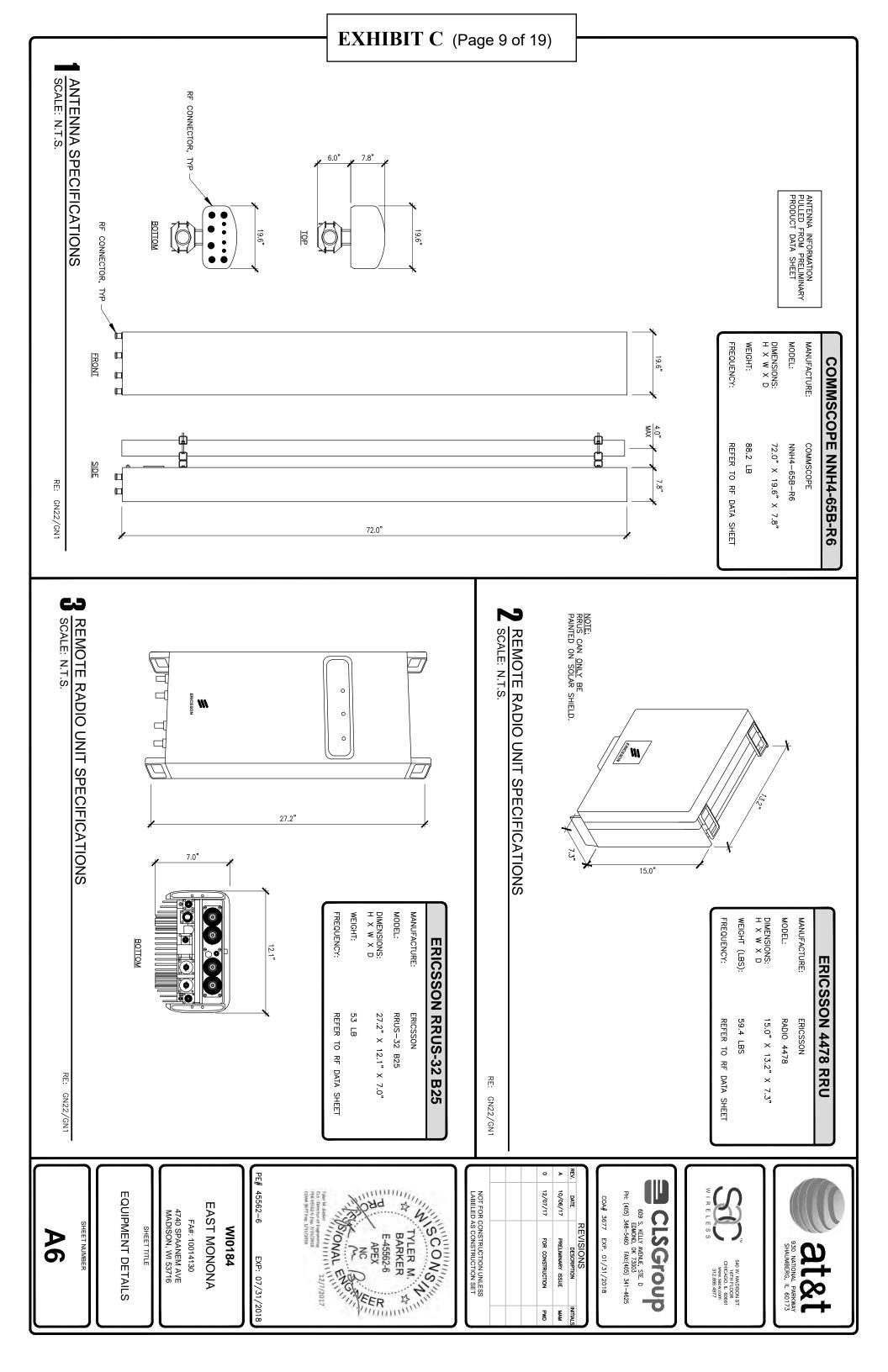












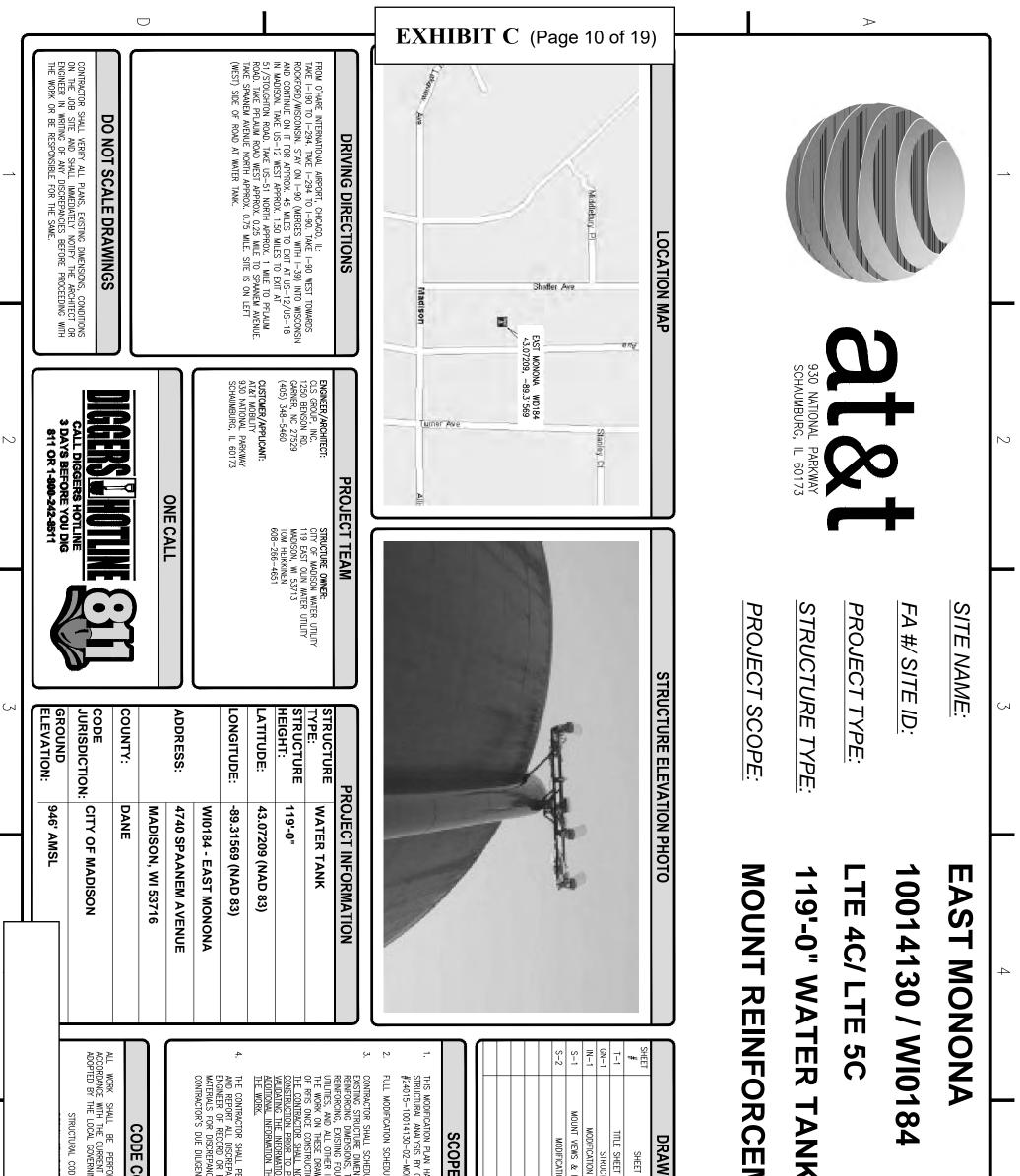
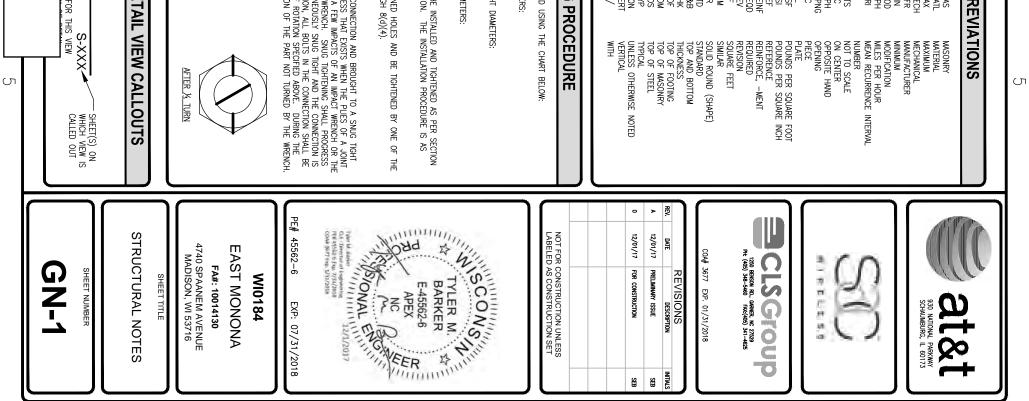


	EXHIBIT C (Page 11 of 19)	
<ol> <li>AL STEEL HARDWARE, INCLUDING ADHESIVE OR EMBEDDED ANCHOR BOLTS AND THEIR ACCESSORIES, SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A153 (ECCEPT BOLTS SMALLER THAN ½" SHALL CONFORM TO FE/ZN 3 AT PER ASTM F1941 WHERE HOT-DIP GALVANIZED BOLTS ARE NOT ANALAGLÉ). ALL STEEL MEMBERS, INCLUDING WELDMENTS, SHALL BE HOT-DIP GALVANIZED BOLTS ARE NOT ACCORDANCE WITH ASTM A123. REPAR DAMAGE TO GALVANIZED COATINGS USING ASTM A780 PROCEDURES WITH A ZINC RICH PAINT (SUCH AS ZRC GALVILTE) FOR GALVANIZED DI HANDLING, TRANSPORTING, CUTTING, WELDNIG, OR BOLTING. DO NOT HEAT SURFACES TO WHICH REPAR PAINT HAS BEEN APPLED. CALL OUT HOLES REQUIRED FOR HOT-DIP GALVANIZING ON SHOP DRAWINGS.</li> <li>WELDING SHALL BE IN ACCORDANCE WITH AWS D1:1 "STRUCTURAL WELDING CODE - STEEL". WELD ELECTRODES SHALL BE CTOXX. UNLESS OTHERWISE NOTED, PROVIDE CONTINUOUS FILLET WELDS WITH MINIMUM SIZE OF 3/16 INCH OR OF A SIZE EQUIAL TO THE THICKNESS OF THE THINNER MATERIAL BEING JOINED (WHICHEVER IS LESS). FOR ACUTE OR OBTIOSE JOINT ANGLES, THE FILLET WELD LEG SIZE SHALL BE COUNTRACTOR SHALL SUBMIT CERTIFICATION FOR EACH WELDER STATING THE TYPE OF WELDING, THE CONTRACTOR SHALL SUBMIT CERTIFICATION FOR EACH WELDER STATING THE DATE QUALIFIED, AND THE FIRM AND INDIVIDUAL CERTIFING THE QUALIFICATION TESTS. THIS INFORMATION SHALL BE SUBMITED TO THE MODIFICATION INSPECTOR (SEE SHEET S-003) AS WELL AS ANY THIRD-PARTY CERTIFIED WELD INSPECTOR (CW).</li> <li>MEMBERS SHALL BE SHOP-FABRICATED AND WELDED TO THE EXTENT PRACTICABLE IN ORDER TO REDUCE FIELD INSTALLATION COSTS.</li> </ol>	STRUCTURAL STEEL SHALL COMPLY WITH THE FOLLOWING A) STRUCTURAL STEEL SHAPES, PLATES AND BARS (EXCEPT W-SHAPES) - ASTM A36, Fy=36 KSI B) PIPES - ASTM A53, GRADE B, Fy=35 KSI C) HSS-SHAPES - ASTM A500, GRADE B, Fy=42 KSI D) ANCHOR & ALL-THREAD RODS - ASTM F154, GRADE E) STRUCTURAL BOLTS X/* AND LARGER - ASTM A525 F) STRUCTURAL BOLTS X/* AND LARGER - ASTM A525 G) ANCHOR & ALL-THREAD RODS - ASTM F154, GRADE E) STRUCTURAL BOLTS X/* AND LARGER - ASTM A525 F) STRUCTURAL BOLTS X/* AND LARGER - ASTM A525 G) SHEET METAL SCREWS - DIMENSIONS: ASME B18.6.3 GALVANIZED OR ZINC-PLATED H) NUTS FOR BOLTS/ALL-THREAD - ASTM A563 (THREAD H) NUTS FOR BOLTS/ALL-THREAD - ASTM A563 (THREAD H) WAS WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, Fy=36 KSI J) W & WIT SHAPES - ASTM A36, FY=400KF J) W & WIT SHAPES - ASTM A36, FY=40KF J) W & WIT ADV READ WIT ADV READ WITH ADV HICKNES, WITH ADV HICKNES, WITH ADV HICKNES, WITH ADV HICKNESS,	<b>Generational States and Note Repairs of The Service Lines</b> , show not intraction shall be contraction and only and and a second a se
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Inficate delation AT AT AT AT AT AT AT AT AT AT	PROR TO DECINING CONSTRUCTION AND DURING CONSTRUCTION AS THE SCHEDULE CHANGES. THE CONTRACTOR SHALL NOTFY THE ENGINEER OF RECORD WHEN PHASES OF CONSTRUCTION HAVE BEEN MOVED UP AND SHALL GIVE THE ENGINEER ADEQUATE NOTICE SO THAT THE ENGINEER OF RECORD MAY, AT THEIR DISCRETION, INSPECT PORVIDE THE NOTICE MAY RESULT IN RELECTION OF THE CONTRACTOR SHALL AS NOTIFY THE ENGINEER OF RECORD AND THE STRUCTURE OWNER WHEN THE WORK THAS BEEN COMPLETED WITHIN 2 BUSINESS DAYS OF THE COMPLETION OF THE WORK AND ASSOCIATED MODIFICATION INSPECTIONS & TESTING. IT IS ASSUMED THAT ANY STRUCTURAL MODIFICATION WORK SPECIFIED ON THESE PLANS WILL ACCOMPLISHED BY KNOWLEDGEABLE WORKAUN WITH TOWER CONSTRUCTIONS ON THESE PLANS WILL SUPERVISE DRAWINGS DO NOT INDICATE THE VERTICAL CONSTRUCTIONS TO THE STRUCTURE OWNER AND LIGHTER INCLUES PROVING THE URCESSARY CERTIFICATIONS TO THE STRUCTURE OWNER AND ENGINEER SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS, MEANS, TECHNIQLES, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION ANY WORK OUTPLE THESE BOUNDARES, CONTRACTOR SHALL EMPLOY TA SURFYOR AS REQUIRED. ANY WORK ON STRUCTION STAKING AND BOUNDARY WARKING IS THE RESPONSIBILITY OF THE CONTRACTOR. SYMBOLS AND DISTUCTION STAKING AND BOUNDARY WARKING IS THE RESPONSIBILITY OF THE CONTRACTOR.	CONTRACTOR SHALL NOTE? THE ENGINEER OF RECORD AND THE CONTRACTORS SHALL NOTE? SHELL NOTERATORS SHALL NOTE? SHELL SARY CHURENCE NEED ROSTRUCTION. THE SCHEDING CONSTRUCTION SHALL BE CONTRACTOR SHALL BE CONTRA

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A1 SCALE: 1/16" = 1'-0" SCALE: 1/16" = 1'-0"	B(d)(1) TURN-OF-THE-NUT TIGHTENING. BOLTS SHALL BE NISTALED IN ALL HOLES OF THE CONDITION. SINCE TIGHT S DEFINED AS THE TIGH ARE IN FIRM CONTACT. THIS MAY BE OBTAINED B FULL EFFORT OF A MAN USING AN ORDINARY SPUI SYSTEMATICALLYUNTIL ALL THE BOLTS ARE SIMUL FULLY COMPACIFED. FOLLOWING THIS INITIAL OPER TIGHTENING OPERATION, THERE SHALL BE NO ROTA TIGHTENING SHALL PROGRESS SYSTEMATICALLY. BEFORE /S. TURN	<ul> <li>B(d)(1) OF THE ASC MANUAL OF STEEL CONSTRUC FOLLOWS:</li> <li>"FASTENERS SHALL BE INSTALLED IN PROPERLY AL METHODS DESCRIBED IN SUBSECTION 8(d)(1) THRC</li> </ul>	BOLT LENGTHS OVER EIGHT AND UP TO TWE +2/3 TURN BEYOND SNUG TIGHT	<ol> <li>TICHTEN BOLTS BY AISC "TURN OF THE NUT" METH BOLT LENGTHS UP TO AND INCLUDING FOUR DIAME +1/3 TURN BEYOND SNUG TIGHT BOLT LENGTHS UP TO AND INCLUDING FOUR TO EI +1/2 TURN BEYOND SNUG TIGHT</li> </ol>	BOLT TIGHTENIN	AFF ARCH ARCH BDD BDD BOTTOM OF DECX BOD BOTTOM OF DECX BOD BOTTOM OF DECX BRDC CL CL CL CL CL CL CL CL CL CL CL CL CL
	PF THE CON E TIGHTNESS NED BY A F Y SPUD WRE OUNT OF RC OUNT OF RC OUNT OF RC Y.	NSTRUCTION. RLY ALIGNED ) THROUGH 1		" MET DIAM		ABBRE MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MARKAN MAR

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PRE	PRE-CONSTRUCTION	GENERAL NOTES	MODIFICATION INSPECTOR'S RESPONSIBILITIES
CONSTRUCTION AND/OR INSTALLATION INSPECTIONS REQUIRED FOR REPORT? (CHECK=YES, BLANK=NO)	INSPECTION REPORT ITEM	<ol> <li>THE POST-MODIFICATION INSPECTION IS A VISUAL EXAMINATION OF STRUCTURE MODIFICATIONS AND A REVIEW OF ANY REQUIRED CONSTRUCTION INSPECTIONS, TESTING, AND OTHER DATA TO VERIFY THAT THE MODIFICATIONS ARE INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AS DESIGNED BY THE ENGINEER OF RECORD. THE CONTRACT DOCUMENTS INCLUDE THESE MODIFICATION DRAWINGS, ANY PROJECT SPECIFICATIONS REFERENCED TO IN THE PROJECT NOTES OR OTHERWISE PROVIDED WITH THE DRAWINGS AND OTHER DOCUMENTS ON THE PROVIDED THESE MODIFICATION DRAWINGS WITH THE DRAWINGS AND OTHER DOCUMENTS ON THE PROVIDED WITH THE MODIFICATION DRAWINGS WITH THE DRAWINGS AND OTHER DOCUMENTS ON THE PROVIDED WITH THE MODIFICATION PROVIDED WITH THE DRAWINGS AND OTHER DOCUMENTS ON THE PROVIDED WITH THE MODIFICATION OF ADMINIST ON THE DRAWINGS AND OTHER DOCUMENTS ON THE PROVIDED WITH THE MODIFICATION OF ADMINIST ON THE DRAWINGS AND OTHER DOCUMENTS ON THE PROVIDED WITH THE MODIFICATION OF ADMINIST ON THE DRAWINGS AND OTHER DOCUMENTS OF ADMINIST OR DRAWINGS WITH THE DRAWINGS AND OTHER DOCUMENTS ON THE PROVIDED WITH THE MODIFICATION OF ADMINIST ON THE DRAWINGS AND OTHER DOCUMENTS ON THE PROVIDED WITH THE MODIFICATION OF ADMINIST ON THE DRAWINGS AND OTHER DOCUMENTS ON THE PROVIDED WITH THE MODIFICATION OF ADMINIST ON THE DRAWINGS AND OTHER DOCUMENTS ON THE DRAWINGS AND OTHER DOCUMENTS AND OTHER DRAWINGS AND OTHER DOCUMENTS ON THE PROVIDED WITH THE MODIFICATION OF ADMINIST ON THE DRAWINGS AND OTHER DOCUMENTS ON THE DRAWINGS AND OTHER DOCUMENTS AND OTHER DOCUMENTS AND OTHER DRAWINGS AND OTHER DOCUMENTS AND OTHER DRAWINGS AND OTHER DOCUMENTS AND OTHER DOCUM</li></ol>	<ol> <li>THE MODIFICATION INSPECTOR SHALL CONTACT THE PRIME CONTRACTOR AS SOON AS THEY HAVE RECEIVED A PURCHASE ORDER OR PAYMENT FOR THIS INSPECTION. THE MODIFICATION INSPECTOR SHALL REVIEW THE REQUIREMENTS OF THE INSPECTION CHECKLIST, SHALL WORK WITH THE PRIME CONTRACTOR TO DEVELOP A SCHEDULE OF NECESSARY ON-SITE INSPECTIONS, AND SHALL DISCUSS ANY SITE-SPECIFIC INSPECTION REQUIREMENTS OR OTHER CONCERNS.</li> </ol>
V	MODIFICATION INSPECTION CHECKLIST	DRAWINGS, AND OTHER DOCUMENTS OR DRAWINGS PROVIDED WITH THE MODIFUSATION DRAWINGS WITH THE INTENT THAT THEY BE USED AS A DESIGN AID OR GUIDELINE FOR CONSTRUCTION.	2. THE MODIFICATION INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL PRIME CONTRACTOR INSPECTION AND
V	SHOP DRAWINGS APPROVED BY ENGINEER OF RECORD (LATEST REVISION)	<ol><li>THE POST-MODIFICATION INSPECTION SHALL CONFIRM INSTALLATION CONFIGURATION AND WORKMANISHIP ONLY AND IS NOT A QUALITATIVE REVIEW OF THE ENGINEERING ASPECTS OF THE DESIGN OR THE DESIGN</li></ol>	COMPUTED AND SUBJECT AND ADDRESS OF ASSIGNED SUB-CONTRACTORS, SHALL REVEW THE INSPECTIONS, COMPUTED AND SUBMIT THE CONTRACT DOCUMENTS, SHALL CONDUCT THE NECESSARY ON-SITE INSPECTIONS, AND SHALL COMPILE AND SUBMIT THE MODIFICATION INSPECTION REPORT.
V	FABRICATION INSPECTION	DRAWINGS. THE MODIFICATION INSPECTOR IS NOT TAKING OWNERSHIP OF THE MODIFICATION DESIGN IN THE PERFORMANCE OF THEIR DUTIES. OWNERSHIP OF THE MODIFICATION DESIGN'S EFFECTIVENESS AND	
	FABRICATOR'S CERTIFIED WELD INSPECTOR (CWI)	INTENT, AS WELL AS ALL ASSOCIATED RISK, LIES WITH THE ENGINEER OF RECORD AT ALL TIMES. 3. TO ENSURE THAT THE REQUIREMENTS OF THE POST-MODIFICATION INSPECTION ARE MET, IT IS ESSENTIAL	PRIME CONTRACTOR'S RESPONSIBILITIES
	FABRICATOR'S QUALIFIED PERSONNEL FOR WELDING	THAT COORDINATION BETWEEN THE PRIME CONTRACTOR AND THE MODIFICATION INSPECTOR BECIN AS SOON AS THE PROJECT IS FUNDED AND WORK ENTERS THE PLANNING STAGE. THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL BE PROACTIVE IN IDENTIFYING CONSTRUCTION ISSUES AND COMMUNICATING	1. THE PRIME CONTRACTOR SHALL CONTACT THE MODIFICATION INSPECTOR AS SOON AS THEY HAVE RECEIVED A DIRCHARE ORDER OF DAVARATE FOR THE MODIFICATION INSTALLATION OF DROLECT. THE DRIVE
V	MATERIAL TEST REPORT(S) / MILL CERTIFICATE(S)	THESE ISSUES TO EACH OTHER AND TO THE ENGINEER OF RECORD AND STRUCTURE OWNER & CUSTOMER, AS REQUIRED.	A FUNCTION ON EATINGTY FOR THE INVUTIENT WITH INSTALLATION ON FINALLY. IN THE FINME CONTRACTOR SHALL REVIEW THE REQUIREMENTS OF THE MODIFICATION INSPECTION CHECKLIST, SHALL WORK WITH THE MODIFICATION INSPECTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-STE INSPECTIONS,
	FABRICATOR'S NON-DESTRUCTIVE TESTING (NDT)		
V	PACKING SLIPS FOR STRUCTURAL MATERIALS	INSPECTION AND REPORT RECOMMENDATIONS	2. THE PRIME CONTRACTOR SHALL PERFORM AND RECORD THE TESTING AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MODIFICATION INSPECTION CHECKLIST.
		<ol> <li>THE FOLLOWING ARE PROVIDED WITH THE INTENT OF ENHANCING THE EFFECTIVENESS OF THE MODIFICATION INSPECTION AND IMPROVING THE EFFICIENCY OF THE PROCESS OF COLLECTING AND COMPILING THE</li> </ol>	
INSPE	NSPECTION CHECKLIST	INFORMATION INTO A USABLE REPORT:	PHOTOGRAPHY REQUIREMENTS
CONSTRUCTION AND/OR INSTALLATION INSPECTIONS REQUIRED FOR REPORT?	INSPECTION REPORT ITEM	BUSINESS DAYS NOTICE FOR WHEN THE STE WILL BE READY FOR THE MODIFICATION INSPECTION. BUSINESS DAYS NOTICE FOR WHEN THE STE WILL BE READY FOR THE MODIFICATION INSPECTION. 1.2. THE PRIME CONTRACTOR AND THE MODIFICATION INSPECTOR SHALL COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT. 1.3. THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL BOTH BE PRESENT DURING THE INITIAL	<ol> <li>THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL, BETWEEN THE EFFORTS OF BOTH PARTIES AND THEIR EMPLOYED PERSONNEL, PROVIDE PHOTOGRAPHS WITH THE INSPECTION REPORT TO INCLUDE THE FOLLOWING: DOCTOR AND ROOM CONTRACTOR</li> </ol>
	CONSTRUCTION INSPECTIONS	PROFICABLE. IT MAY BE PREFERABLE TO KEEP WORK CREWS AND THEIR EQUIPMENT ON-SITE TO REMEDIATE DEFICIENCIES DURING INSPECTIONS.	MODIFICATION INSTALLATION PHOTOGRAPHS DURING CONSTRUCTION/ERECTION RAW MATERIALS
	FOUNDATION INSPECTIONS		
	CONCRETE COMPRESSIVE STRENGTH AND SLUMP TESTING RESULTS/CERTIFICATES		
	ADHESIVE ANCHOR ROD(S) INSTALLATION INSPECTION		<ul> <li>b.4. BOLT INSTALLATION AND TOROUE/PRETENSION.</li> <li>b.5. FINAL INSTALLED CONDITION (AFTER DEFICIENT CONDITIONS, IF ANY, ARE REMEDIATED).</li> <li>b.6. REPAID OF STIRFACE CONTINUES (INCLIDING CALVANIZING AND/OR DANT CONTING).</li> </ul>
	BASE PLATE GROUT INSPECTION	INSPECTION RESCHEDIII ING AND CANCELLATION	
	THIRD-PARTY CERTIFIED WELD INSPECTION (INCLUDING IBC SPECIAL INSPECTIONS)	1 IF THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR HAVE AGREED LIDON A TIME AND DATE FOR A	e. OTHER PHOTOS MAY BE INCLUDED AT PRIME CONTRACTOR & MODIFICATION INSPECTOR'S DISCRETION.
	SOIL EXCAVATION - DENSITY TESTING, COMPACTION	GVEN INSPECTION AND EITHER PARTY RESCHEDULES OR CANCELS THE INSPECTION, THE STRUCTURE OWNER SHALL NOT BE RESPONSIBLE FOR COSTS, FEES, LOST DEPOSITS, OR OTHER EXPENSES INCURRED BY THE PRIME CONTRACTOR, THEIR SUBCONTRACTOR(S), OR THE MODIFICATION INSPECTOR DUE TO THESE	NOTE: PHOTOS OF MODIFICATIONS INSTALLED ON THE STRUCTURE ABOVE AN ELEVATION OF 20 FT SHALL REQUIRE PHOTOS TAKEN FROM THE STRUCTURE AS WELL AS OVERALL PHOTOGRAPHS OF THE MODIFICATIONS TAKEN FROM THE GROUND.
~	CALVANIZING REPAIR MATERIAL PREPARATION, INSPECTION, & PAINT APPLICATION	AS NATURAL DISASTERS, SEVERE WEATHER, OR OTHER CONDITIONS THAT COMPROMISE THE SAFETY OF THE PARTIES INVOLVED.	
	GUY WIRE (RE-)TENSION REPORT AND INSPECTION	REMEDIATION OF FAILING INSPECTION	OWNER INSPECTIONS
Ń	PRIME CONTRACTOR'S AS-BUILT DOCUMENTS (SIGNED & DATED)	HE MODIFICATION WORK	
			2. INSECTIONS MAT BE COMPLETED BY A SKULFFARTT FIRM OF THE STRUCTORE OWNER'S CHOUSING AFTER A MODIFICATION PROJECT IS COMPLETED AND A PASSING MODIFICATION INSPECTION REPORT IS ISSUED.
POST INSPE	POST-CONSTRUCTION	1.1. REPAIR THE DEFICIENT WORK TO SATISFACTORY CONDITION AND INCLUDE A SUBSEQUENT RE-INSPECTION OF THE WORK TO VERIFY THAT IT IS SATISFACTORY 1.2. OR WITH THE DEFINITION OF THE STRUCTURE OWNER AND/OR CUSTOMER THE DRIVE CONTRACTOR MAY	
CONSTRUCTION AND/OR INSTALLATION INSPECTIONS REQUIRED FOR REPORT? (CHECK=YES, BLANK=NO)	INSPECTION REPORT ITEM	WORK WITH THE ENGINEER OF RECORD TO REVIEW THE AS-BUILT CONDITION OF THE MODIFICATION TO DETERMINE IF IT IS STRUCTURALLY ACCEPTABLE. IF THIS ACTION IS NOT ACCEPTABLE TO ANY PARTY, THE PRIME CONTRACTOR SHALL PROCEED TO REPAIR THE DEFICIENT WORK TO A SATISFACTORY CONDITION.	
Z.	MODIFICATION INSPECTOR'S ISSUE LIST (INCLUDING CORRECTIVE ACTIONS TAKEN) AND/OR REDLINED RECORD DRAWINGS		
	POST-INSTALLED ADHESIVE ANCHOR ROD PULL-OUT TESTING		
~	PHOTOGRAPHS OF MODIFICATIONS (INCLUDE PHOTOS OF BOTH SIDES OF WELDED OR BOLTED CONNECTIONS, OF OVERALL AND DEFAIL VIEWS OF CONNECTIONS, OF OVERALL AND BEFORE/AFTER PHOTOS		

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REVISIONS

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COA# 3677 EXP. 01/31/2018

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PE# 45562-6

EXP: 07/31/2018

MODIFICATION INSPECTION NOTES

SHEET TITLE

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HEET NUMBE

4740 SPAANEM AVENUE MADISON, WI 53716

FA#: 10014130

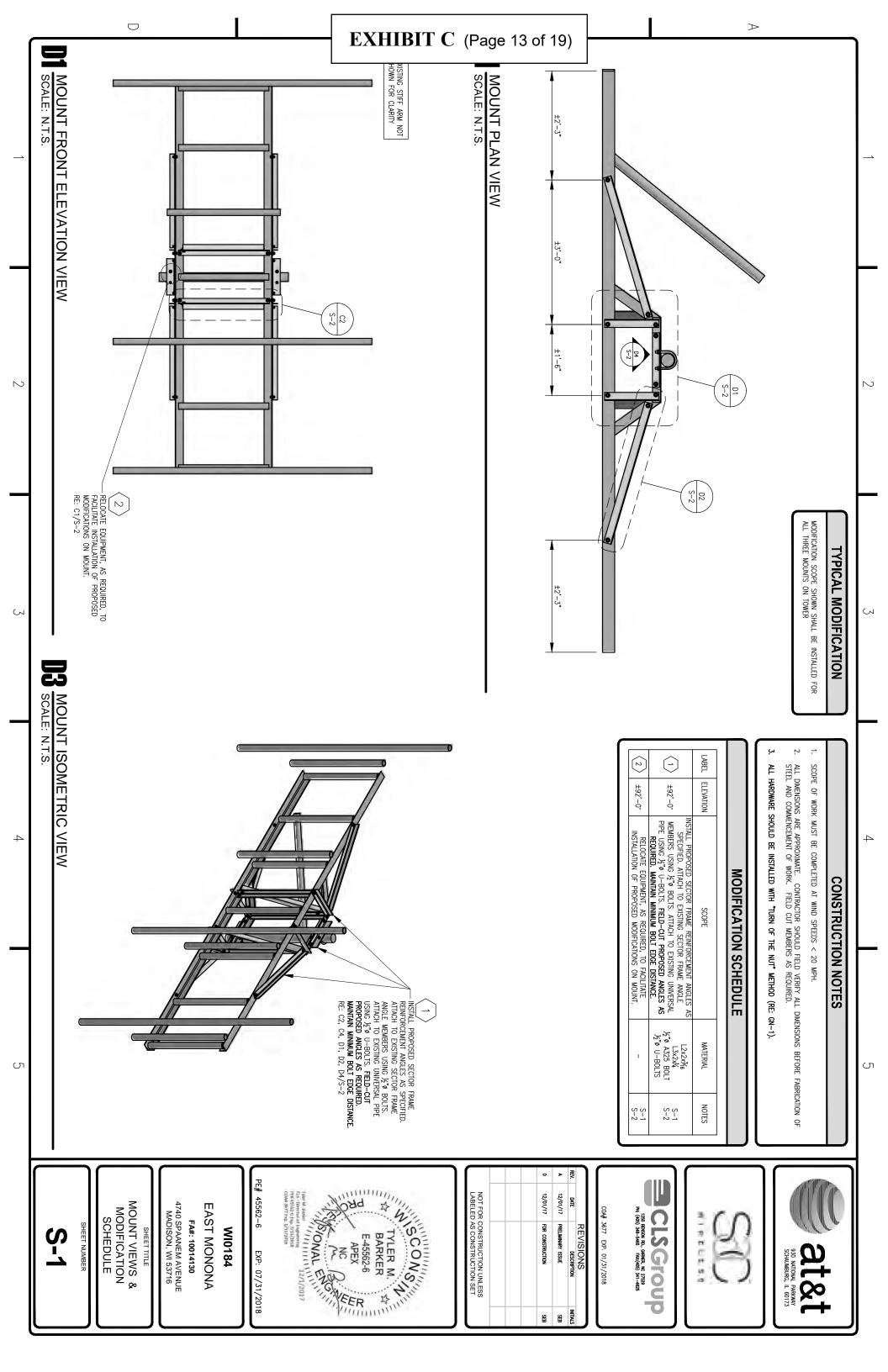
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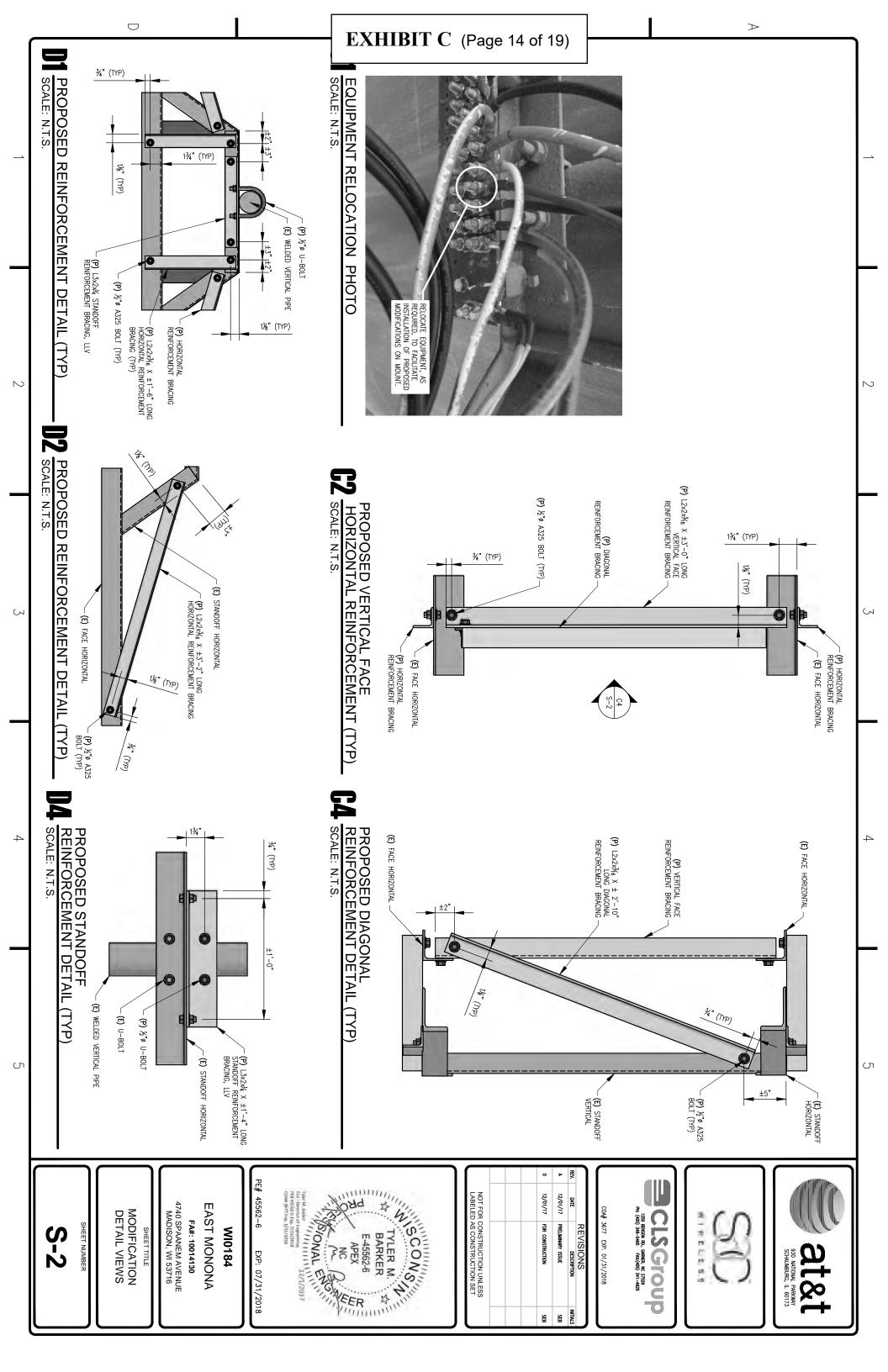
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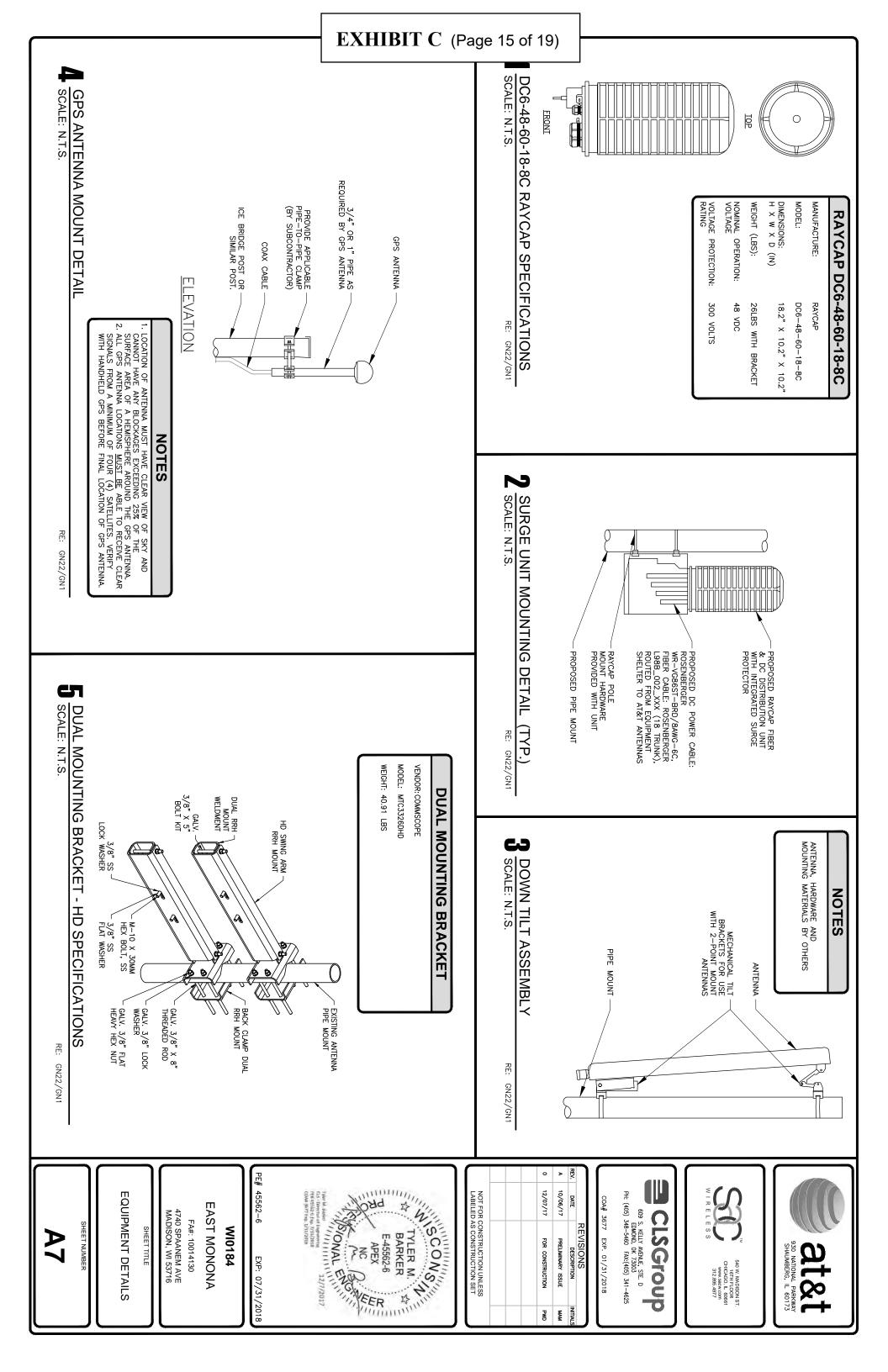
Tyler M. Baker T. F. J. H. CLS - Director of Englineering PEN 45562-6 Eng. 1/31/2018 COAR 8677 Eng. 1/31/2018

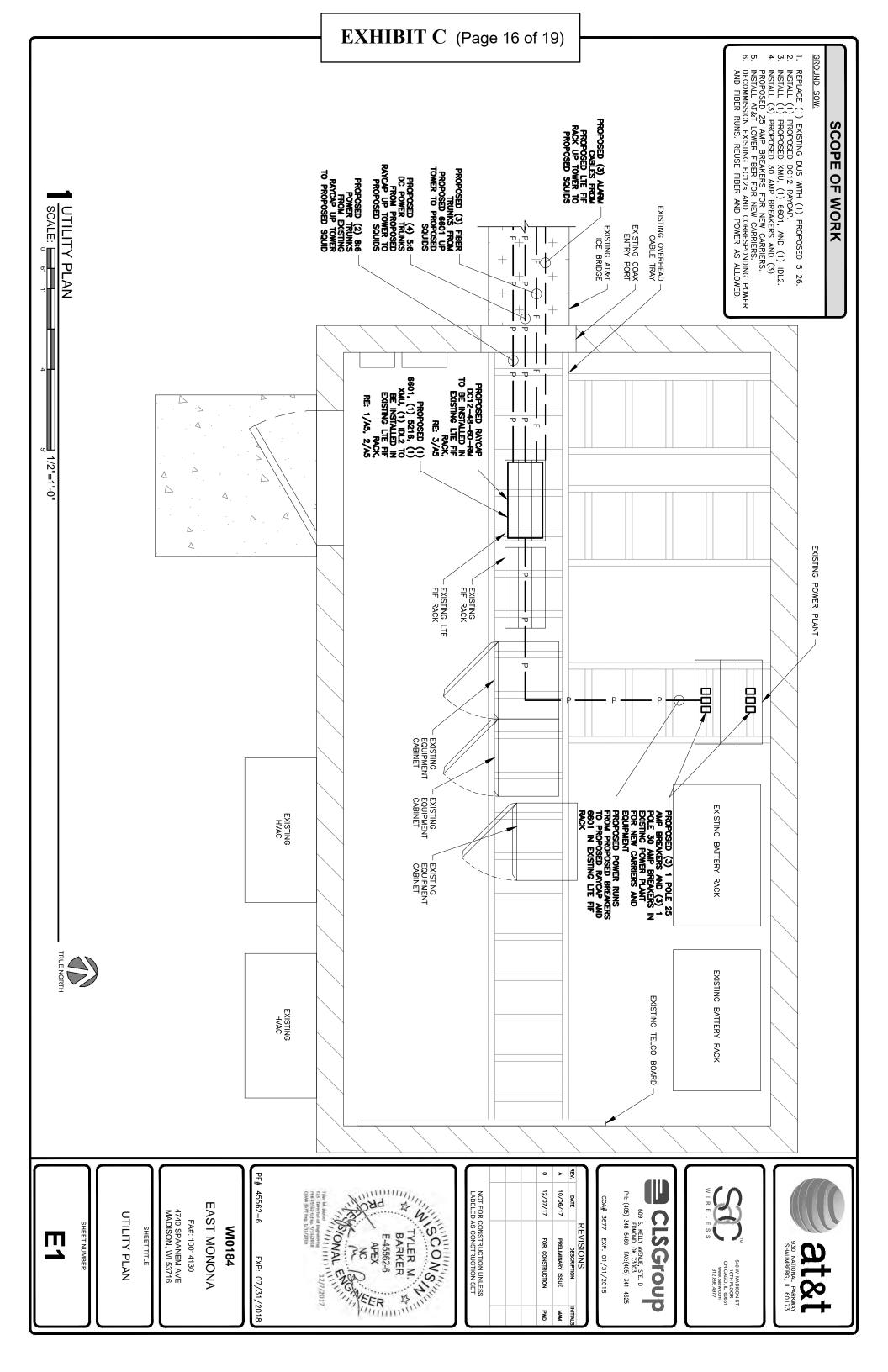
12/01/17 FOR CONSTRUCTION 12/01/17 PRELIMINARY ISSUE

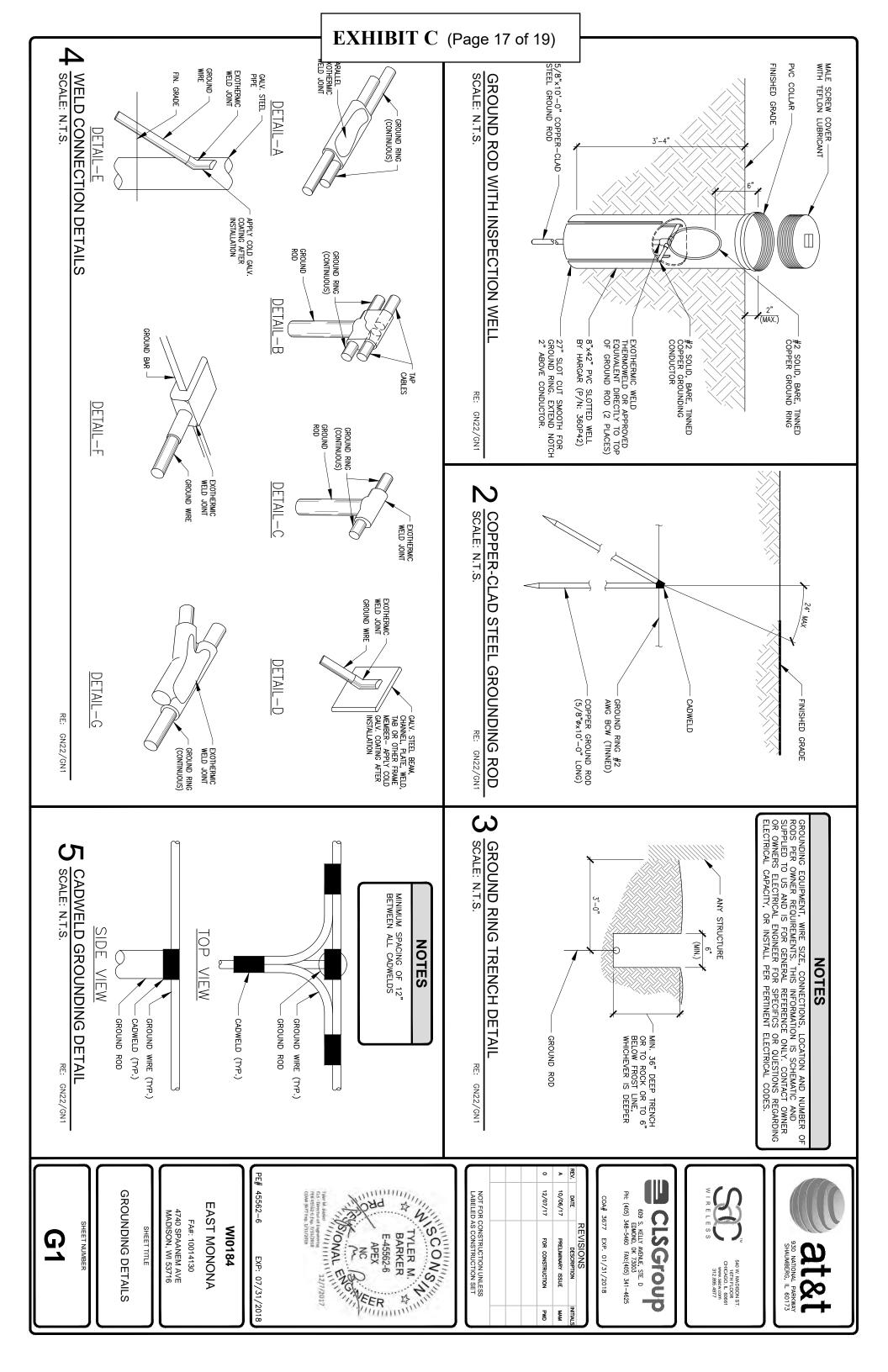
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

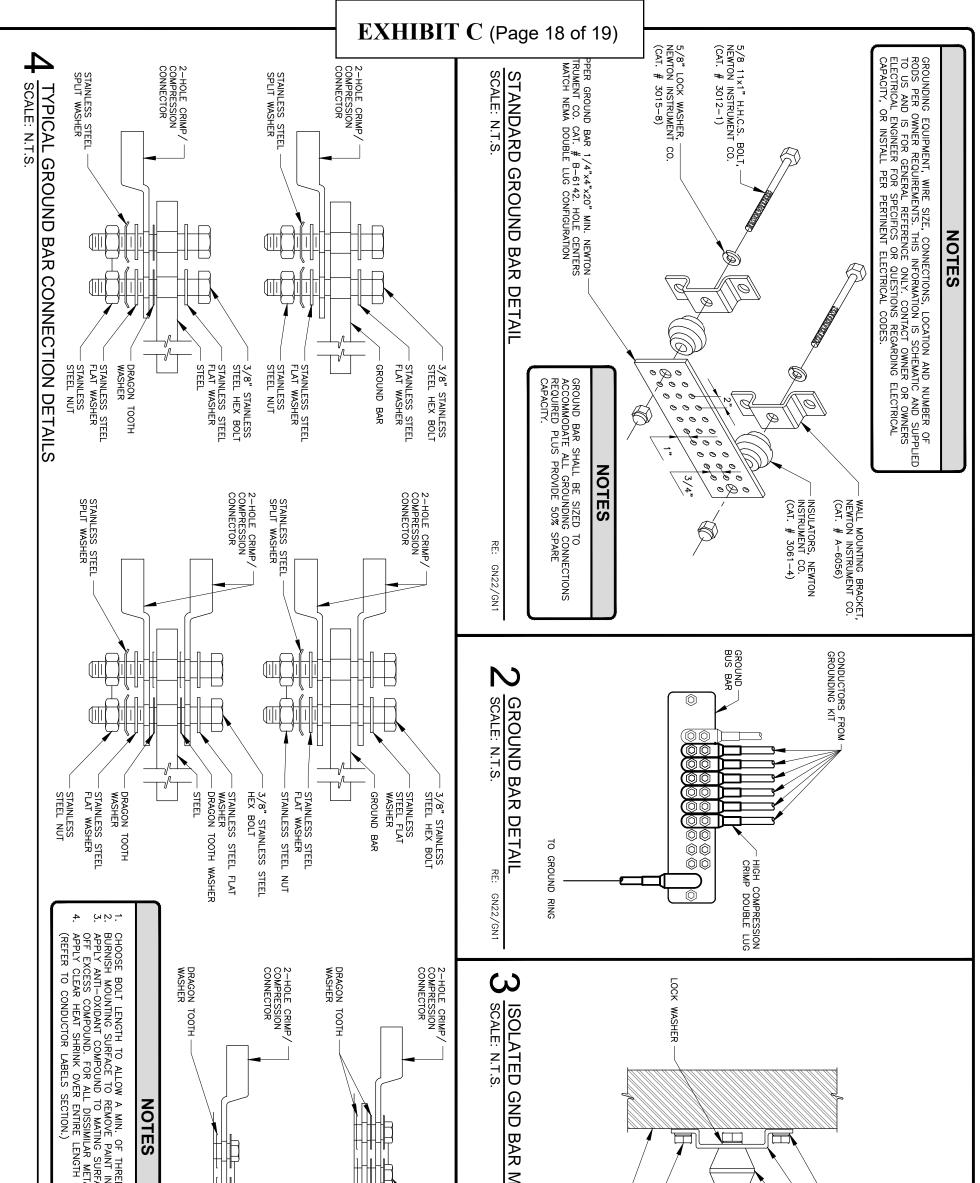




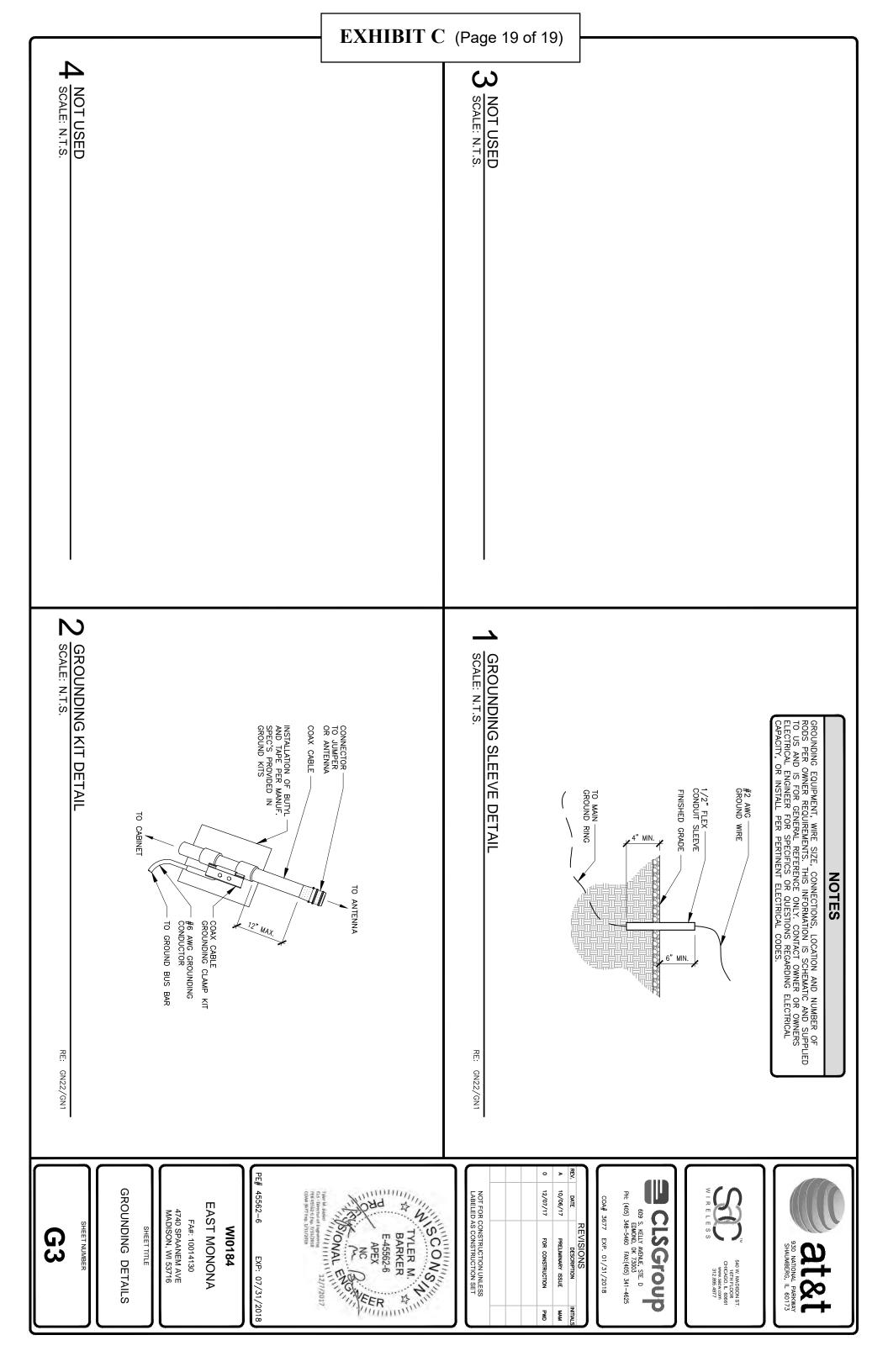








RE: GN22/GN1	E THREADS EXPOSED. V THE AREA OF THE CONNECTOR. ACE OF CONNECTOR AND WIPE ALS WHICH CONNECT. OF LABEL FOR PROTECTION.	SELF-DRILLING METAL SCREW STAINLESS STEEL FLAT WASHER METALLIC OBJECT	STAINLESS STEEL SELF-DRILLING METAL SCREW FLAT WASHER METALLIC OBJECT	<b>10UNTING DETAIL</b> RE: GN22/GN1	1/2" HARDWARE MOUNTING BOLT MOUNTING SURFACE	LOCK WASHER MOUNTING BRACKET INSULATOR GROUND BAR TAMPER RESISTANT HARDWARE	
G2	SHEET TITLE GROUNDING DETAILS	PE# 45562-6 EXP: 07/31/2018 WI0184 EAST MONONA FA#: 10014130 4740 SPAANEM AVE MADISON, WI 53716	TYLER M BARKER BARKER APEX NC NC NC NC NC NC NC NC NC NC NC NC NC	NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET	A# 3677 EXP. 01/31/2011 REVISIONS TE DESCRIPTION 96/17 PRELIMINARY ISSUE 17/17 FOR CONSTRUCTION	MIRELESS SAUMENT	Batat shaundere, IL 60173



## **EXHIBIT D**

## License Fee Schedule

	License Year	License Period	Base Antenna Fee*	Additional Equipment Occupancy Area (cu. ft.)	Additional Fee (per cu. ft.)**	Total Additional Fee	TOTAL LICENSE FEE
		04/01/2022 -					
	1	03/31/2023	\$30,000.00	119.00	\$25.00	\$2,975.00	\$32,975.00
		04/01/2023 -					
Initial Term	2	03/31/2024	\$30,900.00	119.00	\$25.75	\$3,064.25	\$33,964.25
		04/01/2024 -					
	3	03/31/2025	\$31,827.00	119.00	\$26.52	\$3,156.18	\$34,983.18
		04/01/2025 -					
	4	03/31/2026	\$32,781.81	119.00	\$27.32	\$3,250.86	\$36,032.67
		04/01/2026 -					
	5	03/31/2027	\$33,765.26	119.00	\$28.14	\$3,348.39	\$37,113.65
		04/01/2027 -					
	6	03/31/2028	\$34,778.22	119.00	\$28.98	\$3,448.84	\$38,227.06
		04/01/2028 -					
First	7	03/31/2029	\$35,821.57	119.00	\$29.85	\$3,552.31	\$39,373.87
Renewal		04/01/2029 -					
Term	8	03/31/2030	\$36,896.22	119.00	\$30.75	\$3,658.87	\$40,555.09
	-	04/01/2030 -			<b>**</b> · · -		
	9	03/31/2031	\$38,003.10	119.00	\$31.67	\$3,768.64	\$41,771.74
	10	04/01/2031 -	¢20.142.20	110.00	<b>\$22.52</b>	<b>#3</b> 001 <b>5</b> 0	<b># 12 02 1 00</b>
	10	03/31/2032	\$39,143.20	119.00	\$32.62	\$3,881.70	\$43,024.90
	11	04/01/2032 -	¢ 40 217 40	110.00	<b>\$22</b> (0)	¢2,000,15	ф 4 4 - <b>2</b> 1 5 - С 4
	11	03/31/2033	\$40,317.49	119.00	\$33.60	\$3,998.15	\$44,315.64
	10	04/01/2033 -	¢ 41 527 02	110.00	<b>\$24.61</b>	¢4 1 1 0 1 0	Ф <i>АС СА</i> С 11
Second	12	03/31/2034	\$41,527.02	119.00	\$34.61	\$4,118.10	\$45,645.11
Renewal	12	04/01/2034 - 03/31/2035	¢ 40 770 92	110.00	¢25.64	¢4 041 64	¢ 47 014 47
Term	13	03/31/2035 -	\$42,772.83	119.00	\$35.64	\$4,241.64	\$47,014.47
	14	03/31/2036	\$44,056.01	119.00	\$36.71	\$4,368.89	\$48,424.90
	14	04/01/2036 -	\$44,030.01	119.00	\$30.71	\$4,306.69	\$40,424.90
	15	03/31/2037	\$45,377.69	119.00	\$37.81	\$4,499.95	\$49,877.65
	15	04/01/2037 -	\$45,577.09	119.00	\$57.01	\$4,499.95	\$49,877.05
	16	03/31/2038	\$46,739.02	119.00	\$38.95	\$4,634.95	\$51,373.98
	10	04/01/2038 -	\$40,737.02	117.00	\$30.75	ψτ,05τ.75	\$51,575.76
	17	03/31/2039	\$48,141.19	119.00	\$40.12	\$4,774.00	\$52,915.19
Third	1/	04/01/2039 -	ψτ0,1τ1.17	117.00	ψτ0.12	ψτ,/ / τ.00	ψυ2,713.17
Renewal	18	03/31/2040	\$49,585.43	119.00	\$41.32	\$4,917.22	\$54,502.65
Term	10	04/01/2040 -	\$17,505.15	117.00	ψ11.52	ψ1,917.22	<i>\$51,502.05</i>
	19	03/31/2041	\$51,072.99	119.00	\$42.56	\$5,064.74	\$56,137.73
	17	04/01/2041 -	<i>\$31,072.55</i>	117.00	ψ12.50	\$2,001.74	<i>400,101.10</i>
	20	03/31/2042	\$52,605.18	119.00	\$43.84	\$5,216.68	\$57,821.86

\* Base Antenna Fee: Allows for attachment of up to 100 cu. ft. of Equipment; fee escalates 3%/yr.

\*\* Additional Fee: Calculated on a per cu. ft. basis; fee escalates 3%/yr.

## EXHIBIT E

## (page 1 of 2)

## **EQUIPMENT MODIFICATION REQUEST FORM**

## A. GENERAL INFORMATION

- 1. Date of Request:
- 2. Address: 4724 Spaanem Avenue, Madison, WI
- 3. City Real Estate Project No.: 5048
- 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