

Exhibit B

License

1. Premises. The City hereby grants to the Licensee the right to place telecommunications antennas and ancillary equipment on the City-owned water tower located at _____ (“**Tower**”), located in the City of Madison, Wisconsin, as well as the right to place telecommunications equipment 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**”.
2. Term. This License shall be for an initial term of three (3) years (“**Initial Term**”), subject to early revocation or termination pursuant to the terms of this License. This License shall commence as of _____ (the “**Effective Date**”) and expire on _____.
3. Renewal. This License may be renewed for two (2) subsequent five (5) year terms (each a “**Renewal Term**”) upon agreement of the parties as to the License Fee in any such renewal. If the Licensee desires to renew this License, the Licensee must give notice in writing to the City a minimum of six (6) months prior to the expiration of the Initial Term or any Renewal Term in the manner specified in Paragraph 26. 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 Parties shall negotiate in good faith as to the new License Fee in any such renewal, and aside from the License Fee, the City shall not unreasonably withhold, condition or delay its approval of the Licensee’s notice of renewal.
4. Hold Over. In the event the Licensee shall continue to occupy or use the Premises after the expiration of this License or any extension thereof, such holding over shall be deemed to constitute an occupancy from month to month, upon the same terms and conditions as herein provided except that a License Fee equal to one-twelfth (1/12) of the annual License Fee 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. In the event of a hold over, the City shall have the unconditional right to terminate any right of occupancy by Licensee by giving the Licensee thirty (30) days written notice.
5. Use. The Licensee’s use of the Premises shall be limited to the placement, construction, operation, maintenance, repair, replacement and removal of up to three (3) telecommunications panel antennas (“**Antenna**” or “**Antennas**”) on the Tower. The Licensee shall also be permitted to install three (3) base station cabinets, along with associated equipment to attach and connect the Antennas to the base station cabinets (collectively “**Base Station Cabinets**”) on the Tower. The Antennas and Base Station Cabinets are hereinafter collectively referred to as the “**Equipment**”. The Licensee shall also be permitted to install wiring and conduit necessary to connect the Equipment on the Tower and to provide necessary utility service thereto. The approved construction drawings, which depict a complete and detailed inventory of all Equipment and improvements installed on the Premises, 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.

6. Acceptance of Premises. The Licensee will take possession of the Premises on or after the Effective Date. 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.
7. Administrative Fees.
 - a. The Licensee shall pay to the City a one-time administrative fee of Five Hundred and no/100 Dollars (\$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 Five Hundred and no/100 Dollars (\$500.00) for each subsequent amendment to this License, if any, except for (i) an amendment requested by City or (ii) necessitated by City's actions.
8. License Fee.
 - a. The Licensee shall pay to the City an annual fee ("License Fee") of Four Thousand and no/100 Dollars (\$4,000.00) for use of the Tower and the Land. The License Fee shall increase annually by four percent (4%) effective as of each anniversary of the Effective Date of this License. The License Fee schedule is set forth in attached Exhibit D.
 - b. The first payment shall be due upon execution of this License. Subsequent License Fee payments shall be due on or before the anniversary of the Effective Date of this License. All payments are to be made to the City Treasurer, referenced to Real Estate Project No. _____, and sent or personally delivered to the City's Economic Development Division at the address specified in Paragraph 26.
9. Interference.
 - a. The Licensee's installation, operation, and maintenance of the Equipment shall not damage or interfere in any way the City's Tower operations or related repair and maintenance activities, or with such activities of any other licensee who was on the Premises prior to the Effective Date. The Licensee agrees to cease all such actions which materially interfere with the City's use of the Tower, and immediately cease such material interference 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 in connection with Tower operations as may be necessary, including licensing part of the Tower and/or the Land to others. 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 reasonable costs relating to additional repair, maintenance, alteration or improvement which the City incurs as a result of the Licensee's Equipment being located on the Tower, provided that the City provides Licensee reasonable prior notice and an opportunity to adjust the location of any of its Antenna or Equipment so as to avoid the need for the City to incur such additional costs. 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.

- b. 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.
- c. 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 will notify Licensee and 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 to the City, 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 mitigate the interference. In that case, the City may proceed with the proposal.

- d. 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 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.

10. RF Emissions.

- a. The Licensee shall be responsible for ensuring that the Equipment does not cause radio frequency ("**RF**") emissions that are in excess of the safe limits established by the FCC ("**RF Standards**"). Before installing or making any modifications to the Equipment, the Licensee shall survey the existing RF environment at the Property. By installing the Equipment, the Licensee shall be deemed to have represented to the City that the Equipment shall not itself violate, or, in conjunction with other RF sources located at the Property as of the Effective Date cause to be violated, the RF Standards. The Licensee shall provide the City with safety recommendations that address the protection of those who must be on the Property due to maintenance, repair, or other activities related to the operations carried out at the Property.
- b. The Licensee shall cooperate with the City in reducing RF exposure to maintenance personnel 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.

11. Construction or Mechanics Liens.

- a. The Licensee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Premises, nor against the Licensee's interest in the Premises, by reason of work, labor services or materials supplied or claimed to have been supplied to the Licensee or anyone holding the Premises or any part thereof through or under the Licensee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Premises or any part thereof, nor as giving the Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or construction liens against the fee of the Premises. If any such lien is filed, the Licensee shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.
- b. If any such construction or mechanics' lien shall at any time be filed against the Premises, the Licensee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Premises, and that it will also defend on behalf of the City, at the Licensee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Licensee's failure to do any of the foregoing things, the City may take such action as may be reasonably necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Licensee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

12. 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 the future 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.
- e. Access to the Premises 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 no time shall the Licensee attempt to override any electronic security system or add its own lock to any entrance to the Tower or Premises. At all times during which the Licensee has access to the Tower or Premises, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Tower or Premises are properly secured in order to prevent unauthorized access to the Tower or 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; provided, however, that the City must provide the Licensee with written evidence that such violation is due to the acts of the Licensee, its employees, contractors, subcontractors, or agents; and, in the event that curing such violation requires the Licensee to access the Premises, the City shall grant the Licensee such access as soon as reasonably possible after providing notice of such violation.
- f. The City shall not be liable for any damage to the Equipment, or other site improvements.
- g. Any modifications to the Equipment 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. When requesting modifications, 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 any Tower(s), 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 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.

- h. In the event the City requires the expertise of a third party engineer/consultant to review the installation of the Licensee's Equipment, or any future modifications to the Licensee's Equipment, the Licensee shall be required to reimburse the City of Madison Water Utility ("MWU") for costs incurred by the MWU as a result of hiring said engineer/consultant. Such third party review shall include, but not be limited to, the following: the review of plans and specifications; review of structural, interference, and other reports; and on-site inspections and meetings. All fees and invoices must be paid within forty-five (45) days after the MWU sends the Licensee an invoice for the same together with reasonable supporting documentation evidencing such fees. City agrees to provide Licensee reasonable prior notice before incurring the expertise of a third-party engineer/consultant so that Licensee has an opportunity to address any technical questions and/or mitigate any such costs.
 - i. The Equipment shall remain the exclusive property of the Licensee.
 - j. The Licensee shall in no way encumber, or allow to be encumbered, the City's title to the Premises.
 - k. Within sixty (60) days following any modification to the Equipment the Licensee shall provide the City with an as-built construction drawings showing the actual location of the Equipment installed on the Premises.
 - l. 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.
13. Destruction of Premises. If any 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, and subject to approval by the City, 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, and subject to approval by the City, 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.

14. Taxes.

- a. Real Estate Taxes. The City is a tax-exempt entity. Should any City of Madison Ordinance or State of Wisconsin Statute require that the Property be subject to real estate taxes or assessments, the Licensee shall be liable for the Licensee's proportionate share of all such real estate taxes and assessments on a pro rata 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. Personal Property Taxes. The Licensee shall pay, before delinquency, all municipal, county and state or federal taxes assessed against any interest of the Licensee in the Premises or assessed against the Equipment.

15. Utilities. The Licensee shall be responsible for arranging for the installation of all utility services to the Premises for the Licensee's use and shall be responsible for payment of such utility services.

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

17. Insurance. The Licensee shall carry liability insurance covering as insured the Licensee and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this License. As evidence of this coverage, Licensee shall furnish the City with a certificate of insurance reasonably approved by the City, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this License is in effect, Licensee 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 License.

18. Assignment and Sublicensing. The Licensee shall not assign, lease, sublease, or in any way transfer this License or sublicense the Premises, or any portion thereof, or otherwise allow a third party to use the Premises, without the prior written consent of the City. 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 as a going concern. Before an assignment shall be effective, any assignee of this License 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.

19. Revocation and Termination.

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

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

- i. The failure of the Licensee to make any payment due under this License at any time following the filing by the Licensee of a voluntary petition in bankruptcy.
- ii. The institution of proceedings in bankruptcy against the Licensee and the adjudication of the Licensee as bankrupt pursuant to such proceedings.
- iii. The taking by a court of competent jurisdiction of the Licensee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
- iv. The appointment of a receiver of the Licensee's assets.
- v. The divestiture of the Licensee's interest herein by other operation of law, except as permitted in Paragraph 18.
- vi. The abandonment by the Licensee of the Premises.
- vii. The use of the Premises for an illegal purpose.
- viii. In the event the Licensee fails to eliminate interference or to cease its operations as required by Paragraph 9.

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, and subject to ten (10) days written notice specifying the nature of the failure, 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 19.a.(1) and 19.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 prior to the expiration of the Initial Term or any Renewal Term, if applicable, 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 19.a.(1), 19.a.(2) or 19.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 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.

- 20. Rights Upon Expiration, Revocation or Termination. Upon the expiration, revocation or termination of this License for any cause, the Licensee's rights in the Premises and its obligations hereunder (except any obligations that by their nature or by their language survive termination) shall cease, and the Licensee shall immediately surrender the Premises, subject to the provisions of Paragraph 23.
- 21. Compliance. The Licensee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the Wisconsin Public Service Commission, the federal government and any other governmental authority having jurisdiction over the Premises or the Licensee. 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.

22. Hazardous Substance Indemnification. The Licensee represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Licensee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof, which was caused by the Licensee or any of its employees or agents. **"Hazardous Substance"** shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property. This paragraph shall survive termination and assignment or transfer of this License. The City represents and warrants that it has no knowledge of any Hazardous Substances existing on the Property in violation of any federal, state or local law, regulation or rule.
23. Removal and Disposal of Personal Property. Upon the expiration, revocation or termination of this License, the Licensee, at the Licensee's sole cost, shall remove from the Premises 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, reasonable wear and tear, and any loss incurred under Paragraph 13 excepted. 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.
24. 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.

25. Right of Entry. The City or its representatives shall have the right to enter upon the Premises (but shall not have access to the Equipment 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.
26. 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, or by a nationally recognized overnight courier, to be effective when properly sent and received, refused or returned undeliverable, 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
215 Martin Luther King Jr. Boulevard
P.O. Box 2983
Madison, WI 53701-2983
ores@cityofmadison.com
lvest@cityofmadison.com

For the Licensee: Madison Gas and Electric Company
P. O. Box 1231
Madison, WI 53701-1231
gmurray@mge.com

Any party hereto may, by giving ten (10) business 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.

27. Definition of City and Licensee. The terms “City” and “Licensee” when used herein shall mean either singular or plural, as the case may be, and the provisions of this License shall bind the parties mutually, their heirs, personal representatives, successors and assigns.
28. Signs. Any signs on the Premises shall be in conformity with the provisions of Chapter 31, Street Graphics Control, Madison General Ordinances. Signage for advertising purposes shall not be permitted.
29. Severability. If any term or provision of this License or the application thereof to the City or the Licensee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such terms or provisions to the City or the Licensee or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the License shall be valid and be enforceable to the fullest extent permitted by law.
30. Non-Discrimination. In the performance of the services under this License, the Licensee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Licensee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this License because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
31. Accessibility. The Premises shall conform where applicable to the accessibility provisions of the Wisconsin Administrative Code, Madison General Ordinance 39.05, the Federal Fair Housing Act as amended, and the Americans with Disabilities Act, regarding accessibility for the use of the Premises by the Licensee’s employees, with all costs of compliance to be paid by the Licensee.
32. Subordination.
 - a. This License is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Premises.
 - b. The Licensee shall subordinate its rights in this License, without compensation, at the request of the City to provide easements and rights-of-way for all public and private utilities across or along the Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Premises by the Licensee under the terms of this License.
33. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or the Licensee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or the Licensee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

34. 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 License, with authority to administer this License lawfully on behalf of the City.
35. Entire Agreement. All terms and conditions with respect to this License are expressly contained herein, and this License supersedes any and all oral contracts and negotiations between the parties.
36. Amendment. No alteration, amendment, change, or addition to this License shall be binding upon the parties unless in writing and signed by them.
37. Conflict of Interest. 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.
38. Law Applied. This License shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.
39. Third Party Rights. This License is intended to be solely between the parties hereto. No part of this License shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
40. Goodwill. Any and all goodwill arising out of this License inures solely to the benefit of the City; the Licensee waives all claims to benefit of such goodwill.
41. Quiet Enjoyment. Pursuant to this License and subject to the rights and privileges retained by the City and granted to other licensees, the City hereby covenants and agrees that if the Licensee shall perform all of the covenants and agreements herein to be performed on the Licensee's part, the Licensee shall, at all times during the continuance hereof, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from the City or any person lawfully claiming the Premises.
42. Public Record. 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.
43. Counterparts, Electronic Signature and Delivery. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this License may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this License may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this License may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this License, fully executed, shall be as valid as an original.

EXHIBIT D**License Fee Schedule**

	License Year	License Period	License Fee
Initial Term	1	06/01/2024 - 05/31/2025	\$4,000.00
	2	06/01/2025 - 05/31/2026	\$4,160.00
	3	06/01/2026 - 05/31/2027	\$4,326.40
First Renewal Term	4	06/01/2027 - 05/31/2028	\$4,499.46
	5	06/01/2028 - 05/31/2029	\$4,679.43
	6	06/01/2029 - 05/31/2030	\$4,866.61
	7	06/01/2030 - 05/31/2031	\$5,061.28
	8	06/01/2031 - 05/31/2032	\$5,263.73
Second Renewal Term	9	06/01/2032 - 05/31/2033	\$5,474.28
	10	06/01/2033 - 05/31/2034	\$5,693.25
	11	06/01/2034 - 05/31/2035	\$5,920.98
	12	06/01/2035 - 05/31/2036	\$6,157.82
	13	06/01/2036 - 05/31/2037	\$6,404.13

EXHIBIT E

(page 1 of 2)

EQUIPMENT MODIFICATION REQUEST FORM

A. GENERAL INFORMATION

1. Date of Request: _____
2. Address: _____
3. City Real Estate Project No.: _____
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 along with 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

