

SITE NAME: West Allis MLA
SITE NUMBER:

"SMALL CELL" MASTER LICENSE AGREEMENT

This "Small Cell" Master License Agreement (the "Agreement") made this ____ day of _____, 20_____, between _____, with its principal offices located at _____, hereinafter designated LICENSOR and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AWIOO, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LICENSEE, LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party,"

RECITALS

WHEREAS, LICENSOR is the owner, grantee or licensee of certain light poles which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate "small cell" communications equipment (including but not limited to antennas, remote radio units, equipment/battery cabinets and associated cabling) in and/or upon certain of LICENSOR's light poles; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to a program allowing the use of particular sites at which LICENSOR may permit LICENSEE to install, maintain and operate "small cell" communications equipment as hereinafter set forth, as well as providing for the establishment of a process by which future sites on City of West Allis property may be approved; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSOR and LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE and LICENSOR's affiliated entities as further described herein, as appropriate based upon the ownership or other interest in of the subject premises, in the case of LICENSOR, and the entity holding the FCC license in the subject geographic location, in the case of LICENSEE,

NOW THEREFORE, in consideration of and fully incorporating the above-described mutual covenants and intending to be legally bound thereby, the Parties hereto agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's light poles, as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation and maintenance of communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24)

hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation and maintenance of LICENSEE's communications facility. The LICENSOR's light poles, are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE or the local utility provider the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LICENSOR.

2. CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws.

3. TERM; RENTAL. This Agreement shall be for an initial term of ten (10) years commencing upon the execution hereof by both Parties, and shall be automatically renewed for three additional successive five (5)-year terms unless either party provides written notice to the other party of its intent not to renew not less than three (3) months in advance of the end of each term. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date") provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due in the amount of \$50.00 per month per each Pole to which LICENSEE attaches its equipment, as documented in the Supplement, to be paid on the first day of each month in advance, to the payee designated by LICENSOR in the Supplement or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement.

Don't like 10 year agreements

No increase?

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby warrants to LICENSEE that LICENSOR holds good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits under each Supplement; LICENSOR shall provide upon request a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii) will provide other documentation requested by LICENSEE as appropriate. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for LICENSEE to send rental payments and notwithstanding anything to the contrary herein or in any Supplement, LICENSEE shall have no obligation to send any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein, provided however, that rent will continue to accrue until such time as LICENSEE receives the Rental documentation. Within thirty (30) days of a written request from LICENSEE, LICENSOR or any assignee(s) or transferee(s) of LICENSOR agrees to provide updated Rental Documentation of the types described above.

If, at any time during the term of this Agreement or any Supplement, LICENSOR determines that the location of the Pole and the communication facility mounted thereon interferes with the ongoing municipal operations of the LICENSOR, LICENSOR shall have the right to terminate the Supplement applicable to that

*shorter
time*

location, with not less than six (6) months' advance notice, provided that LICENSOR allows LICENSEE to execute a new Supplement allowing relocation of the communications facility to another location providing comparable service for LICENSEE's purposes.

4. ELECTRICAL. LICENSOR shall, at all times during the Term of each Supplement, provide electrical service and telephone service access within the Premises if available at said location. In consideration for electrical service, a specified amount shall be added to the annual rent due under each Supplement as additional rent.

In the event of any power interruption at the Premises, LICENSEE shall be permitted during the Term of each Supplement, to install, maintain and/or provide access to and use of, a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere in the immediate vicinity on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises upon approval of LICENSEE.

5. EXTENSIONS. Each Supplement shall automatically be extended for one (1) additional five (5) year term unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

1/2 fee!

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a "small cell" communications facility and uses incidental thereto. Any and all visible devices installed as part of the communications facility shall be included in the designs shown in and attached to each Supplement. LICENSEE shall have the right to add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term, with the approval of LICENSOR, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee agrees to include a description and visual depiction of such equipment changes when requesting the consent of LICENSOR. Notwithstanding anything to the contrary contained herein, LICENSEE shall have the right to repair or replace its utilities, equipment, antennas and/or conduits or any portion thereof with like equipment during the term without the consent of LICENSOR. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect any approval(s) for use of the Property by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by

LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. At such time as all of LICENSEE's utilities, equipment, antennas and or conduit or any portion thereof has been completely removed from the Property, LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement.

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

8. INSURANCE. LICENSOR and LICENSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property in any one occurrence. LICENSEE agrees that it will include LICENSOR as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Nothing in this Agreement is intended to be a waiver or estoppel of the LICENSOR or its insurer to rely on the limitations, defenses, and immunities contained in Wisconsin Statutes sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, LICENSOR or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LICENSOR. *1/2 100!*

11. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate a Supplement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issues. Other than equipment related to LICENSOR's use of the Property for lighting purposes, LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for

noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate until such time as the removal of the antenna structure, fixtures and all personal property are completed.

13. INTENTIONALLY OMITTED.

14. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of each Supplement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Pole and Property and has full authority to enter into and execute the Supplement.

15. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LICENSOR, which consent shall not be unreasonably withheld, conditioned or delayed. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

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

LICENSOR:

LICENSEE: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

17. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph.

18. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

19. ENVIRONMENTAL.

a. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Pole or Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises.

b. Subject to the limitations set forth in section 9 above, LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Pole or Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

c. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards

of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

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

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

22. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "Authorized Entity". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

23. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of

any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

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

LICENSOR: City of West Allis, Wisconsin

_____ Date: _____

_____ Date: _____

APPROVED AS TO FORM AND EXECUTION:

_____ Date: _____

LICENSEE: Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

_____ Date: _____
By: Lynn Ramsey
Its: Area Vice President Network

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement") is made this ____ day _____ of _____, between _____, whose principal place of business is _____ ("LICENSOR"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AWIOO, Basking Ridge, New Jersey 07920 ("LICENSEE").

1 Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between _____ and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, dated _____, 201____, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2 Premises, The Property owned by Licensor is located at _____, -,-, -____-, -____-. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3 Term. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4 Consideration, Rent under this Supplement shall be _____ per month, payable to at _____

5 Site Specific Terms. (Include any site-specific terms)

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

LICENSOR

<ENTITY NAME>

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

WITNESS

LICENSEE

_____ d/b/a Verizon Wireless

WITNESS

By: _____

Name: Lynn Ramsey

Title: Area Vice President Network

Date: _____

WITNESS

EXHIBIT 1

Premises