

LEASE AGREEMENT

THIS LEASE AGREEMENT (“*Agreement*”) is made effective as of the date of the latter signature hereof (the “*Execution Date*”) and is by and between City and American Tower.

RECITALS

- A. WHEREAS, City is the owner of that certain parcel of land (the “*Property*”) located in the County of Milwaukee, State of Wisconsin, as more particularly described on Exhibit A;
- B. WHEREAS, City desires to grant to American Tower an option to lease from City a portion of the Property (the “*Compound*”), together with easements for ingress and egress and the installation and maintenance of utilities (the “*Easement*” and together with the Compound, the “*Site*”) both being approximately located as shown on Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Business and Defined Terms. For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this Paragraph 1.

- (a) ***American Tower:*** American Towers LLC, a Delaware limited liability company
- (b) ***Notice Address of American Tower:*** American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
- with a copy to:*** American Towers LLC
c/o American Tower Corporation
116 Huntington Ave.
Boston, MA 02116
Attn: Law Department
- (c) ***City:*** City of West Allis, a municipal corporation
- (d) ***Notice Address of City:*** Michael Lewis – Director of Public Works
City of West Allis
6300 W. McGeoch Avenue
Milwaukee, WI 53219
- with a copy to:*** Scott E. Post
West Allis City Attorney
7525 W. Greenfield Ave.
West Allis, WI 53214
- (e) ***Initial Option Period:*** Six (6) months

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- (f) **Renewal Option Period:** One (1) period of six (6) months
- (g) **Option Period:** The Initial Option Period and any Renewal Option Period
- (h) **Option Consideration (Initial Option Period):** Two Thousand and 00/100 Dollars (\$2,000.00)
- (i) **Option Extension Consideration (Renewal Option Period):** Two Thousand and 00/100 Dollars (\$2,000.00)
- (j) **Commencement Date:** The date specified in the written notice by American Tower to City exercising the Option constitutes the Commencement Date of the Term.
- (k) **Initial Term:** Five (5) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the fifth anniversary of the Commencement Date.
- (l) **Renewal Terms:** Each of the five (5) successive periods of five (5) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.
- (m) **Term:** The Initial Term with any and all Renewal Terms
- (n) **Rent:** The monthly amount of Two Thousand Eighty-Three and 33/100 Dollars (\$2,083.33)
- (o) **Increase Amount:** Rent will increase at the commencement of each Renewal Term by an amount equal to ten percent (10%) of Rent for the previous five (5) year period.
- (p) **Increase Date:** The first date of each Renewal Term

2. **Option to Lease.**

- (a) **Grant of Option.** City hereby gives and grants to American Tower and its assigns, an exclusive and irrevocable option to lease the Site during the Initial Option Period (the “**Option**”).
- (b) **Extension of Option.** The Initial Option Period will automatically be extended for the Renewal Option Period unless American Tower provides City written notice of its intent not to extend the Option.
- (c) **Consideration for Option.** Option Consideration is due and payable in full within fifteen (15) business days of the Execution Date and American Tower will pay City any Option Extension Consideration within fifteen (15) business days of the commencement of any Renewal Option Period.
- (d) **Option Period Inspections and Investigations.**
 - (i) During the Option Period, City will provide American Tower with any keys or access codes necessary for access to the Property.
 - (ii) During the Option Period, American Tower and its officers, agents, employees and independent contractors may enter upon the Property to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a metes and bounds survey of the Site and/or the Property (the “**Survey**”), provided that American Tower will not unreasonably interfere with City's use of the Property in conducting these activities.

Notwithstanding the foregoing, and prior to conducting these activities, American Tower shall obtain City's approval of American Tower's planned activities, which approval shall not be unreasonably withheld, delayed or conditioned or made the subject of a demand for additional consideration. City shall give such approval or provide American Tower with City's requests for changes within fifteen (15) days of City's receipt of a summary of American Tower's planned activities. If City does not provide such approval or request for changes within such fifteen (15) day period, City shall be deemed to have approved the plans. At American Tower's discretion, the legal description of the Site as shown on the Survey may replace Exhibit B of this Agreement and be added as Exhibit B of the Memorandum of Lease.

(iii) In conducting its due diligence during the Option Period, American Tower may disturb such ground, vegetation (including trees) and landscaping as may be required to access the Site and conduct the aforementioned audits, testing, surveys and studies. If such disturbance is necessary, and American Tower does not subsequently exercise the Option, then American Tower shall return the Site to its original condition, less reasonable wear and tear and loss by casualty or other causes beyond American Tower's control excepted.

(iv) American Tower may not begin any construction activities on the Site during the Option Period other than those activities described in, or related to, this Paragraph 2(d).

(e) Exercise of Option. American Tower may, in its sole discretion, exercise the Option by delivery of written notice to City at any time during the Option Period. If American Tower exercises the Option then City will lease the Site to American Tower subject to the terms and conditions of this Agreement. If American Tower does not exercise the Option, this Agreement will terminate.

3. Term.

(a) Initial Term. The Initial Term is as provided in Paragraph 1(k).

(b) Renewal Terms. American Tower will have the right to extend this Agreement for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions provided in this Agreement except that Rent will escalate as provided in Paragraph 4(b). This Agreement will automatically be renewed for each successive Renewal Term unless American Tower notifies City in writing of American Tower's intention not to renew the Agreement at any time prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

4. Consideration.

(a) American Tower will pay its first installment of Rent within thirty (30) days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to City at City's Notice Address. Rent will be prorated for any partial months, including, the month in which the Commencement Date occurs.

(b) On the Increase Date, the Rent will increase by the Increase Amount.

(c) American Tower will not be required to remit the payment of Rent to more than two recipients at any given time.

5. Use.

(a) American Tower will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a telecommunications tower (the "**Tower**") and

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the Tower Facilities, as defined below. Said use includes, but is not limited to, the construction or installation and maintenance of the Tower, structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the “**Tower Facilities**”), to facilitate the use of the Site as a site for the transmission and receipt of communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals (the “**Intended Use**”).

(b) American Tower, at its sole discretion, will have the right, without prior notice or the consent of City, to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a “**Collocator**” and collectively, the “**Collimators**”). The Collimators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound, including, but not limited to, antennas, dishes, cabling, additional buildings and/or shelters ancillary to the Intended Use. The Collimators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that American Tower has under this Agreement.

6. Tower Facilities.

(a) American Tower will have the right, at American Tower’s sole cost and expense, to erect the Tower Facilities which will be the exclusive property of American Tower throughout the Term, as well as upon the expiration or termination of this Agreement. Prior to commencing construction, American Tower shall obtain City’s approval of American Tower’s construction plans, which approval shall not be unreasonably withheld, delayed or conditioned or made the subject of a demand for additional consideration. City shall give such approval or provide American Tower with City’s requests for changes within fifteen (15) days of City’s receipt of American Tower’s plans. If City does not provide such approval or request for changes within such fifteen (15) day period, City shall be deemed to have approved the plans.

(b) City grants American Tower a non-exclusive easement in, over, across and through the Property and other real property owned by City contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities, including: (i) access to the Site for construction machinery and equipment; (ii) storage of construction materials and equipment during construction of the Tower Facilities; and (iii) use of a staging area for construction, installation and removal of equipment.

(c) American Tower may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(d) American Tower will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. American Tower is not responsible for damage caused by condemnation. City grants American Tower the right to clear all trees, undergrowth, or other obstructions in the Site, only, and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

(e) American Tower will remove all of the above-ground portions of the Tower Facilities and all structures and foundations to a depth of three (3) feet below grade within one hundred twenty (120) days following the expiration or termination of this Agreement. Any portion(s) of the Tower Facilities that American Tower does not remove within one hundred twenty (120) days following the expiration or termination of this Agreement shall be deemed abandoned and owned by City, as long as City provides American Tower with thirty (30) days prior written notice of its intent to take ownership of

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the Tower Facilities. In the event of such abandonment, City agrees to accept and to take title and ownership of the Tower Facilities in "AS IS" condition, without warranty or representation of any kind, express or implied.

7. Utilities.

(a) American Tower will have the right to install utilities, at American Tower's expense, and to improve present utilities on the Property and the Site. American Tower will have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Compound and the Tower Facilities.

(b) If any utility service providers determine that utilities necessary to serve the equipment of American Tower or the equipment of any Collocator cannot be located within the Site, City agrees to allow the installation of utilities on the Property or other real property owned by City without requiring additional compensation from American Tower or any Collocator, as long as said installation can be implemented without interference with City's use of the Property outside of the Site. City will, upon American Tower's request, execute separate recordable written easement agreements or lease agreements with any utility companies providing the services contemplated in this Paragraph.

(c) American Tower and the Collocators each may install backup generator(s) on the Site with appropriate noise suppression technology.

8. Access.

(a) In the event that the Site loses access to a public right of way during the Term, City and American Tower will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to American Tower. Should the location of the Easement change, American Tower will construct the new access road, if any, at American Tower's sole expense.

(b) To the extent damage to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by City or City's agents, City will repair the damage at its own expense. To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder to provide American Tower with access to the Site and the Tower Facilities is caused by American Tower or American Tower's agents, American Tower will repair the damage at its own expense.

(c) City will maintain access to the Compound from a public way in a free and open condition so that no intentional interference is caused to American Tower by City or agents of City. In the event that American Tower's or any Collocator's access to the Compound is impeded or denied by City or City's agents, American Tower may pursue any and all rights and remedies that it may have at law or in equity.

9. Representations and Warranties of City. City represents and warrants to American Tower and American Tower's successors and assigns:

(a) That, as of the Execution Date, City has the full right, power, and authority to execute this Agreement;

(b) That, as of the Execution Date, there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action which may affect the Property;

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(c) That, as of the Execution Date, the Property is not subject to an option, lease or other contract which may adversely affect City's ability to fulfill its obligations under this Agreement, and the execution of this Agreement by City will not cause a breach or an event of default of any other agreement to which City is a party. City agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or American Tower's rights under this Agreement during the Term of this Agreement;

(d) That, as of the Execution Date, no licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;

(e) That, as of the Execution Date, City has good, fee simple title to the Site and the Property, free and clear of all liens and encumbrances, except those easements and other encumbrances which are in the public record. City covenants that American Tower will have the quiet enjoyment of the Compound during the Term of this Agreement;

(f) American Tower will at all times during the Term of this Agreement enjoy ingress, egress, and access from the Site twenty-four (24) hours a day, seven (7) days a week, to an open and improved public road which is adequate to service the Site and the Tower Facilities. Where access is impeded or denied due to an act of God or casualty, City shall provide American Tower with emergency access or alternate access. Where access is impeded or denied due to City's regular repairs, replacement or planned upkeep of the Property, City shall provide prior notice of at least fifteen (15) business days thereof and City shall ensure that American Tower is provided with alternate access; and

(g) These representations and warranties of City survive the termination or expiration of this Agreement, as limited by the laws of the State of Wisconsin.

10. Representations and Warranties of American Tower. American Tower represents and warrants to City and City's successors and assigns:

(a) American Tower has the full right, power and authority to execute this Agreement;

(b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action which may affect American Tower's ability to perform under this Agreement; and

(c) American Tower shall obtain and maintain all bonds and insurance required under this Agreement.

11. Interference. City will not use, nor will City permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("**Interference**"). Interference will be deemed a material breach of this Agreement by City and City will have the responsibility to terminate Interference immediately upon written notice from American Tower. Notwithstanding anything in this Agreement to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than forty-eight (48) hours after American Tower's written notice to City, City acknowledges that continuing Interference will cause irreparable injury to American Tower, and American Tower will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference. Notwithstanding anything to the contrary in this Paragraph 11, City shall have no duty to prevent, remove or control Interference caused by visitors to the Property.

12. Termination. This Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon thirty (30) days' written notice by American Tower to City if American Tower is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and/or operation of the Tower Facilities or to the Intended Use (collectively, the "**Approvals**"); or

(c) Upon thirty (30) days' written notice from American Tower to City if the Site is or becomes unsuitable, in American Tower's sole but reasonable judgment, for use as a wireless communications facility by American Tower or by American Tower's licensee(s) or sublessee(s), provided American Tower pays City a termination fee in an amount equal to three (3) months of the then current Rent as liquidated damages within thirty (30) days after the termination date.

(d) In the event of termination by American Tower or City pursuant to any provision contained in Paragraph 12 herein, both parties shall be relieved of all further liability hereunder, with the exception of those liabilities which accrued prior to termination.

13. Taxes.

(a) The parties recognize that City, as a municipal corporation, is a political subdivision of the state of Wisconsin and the Property is currently tax exempt. If the Property or the Site ever becomes taxable, then American Tower will pay any personal property taxes assessed on or attributable to the Tower Facilities. American Tower will reimburse City for any increase to City's real property taxes that are directly attributable to American Tower's Site and/or Tower Facilities (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement such as roll back taxes) upon receipt of the following: (1) a copy of City's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to American Tower. American Tower shall have no obligation to reimburse City for any taxes paid by City unless City requests reimbursement within twelve (12) months of the date said taxes were originally due. Additionally, as a condition precedent to City having the right to receive reimbursement, City shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide American Tower with a copy of said notice. American Tower shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and City shall either (i) designate American Tower as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join American Tower in its appeal.

(b) City will pay when due all real property taxes and all other fees and assessments attributable to the Property, Compound and Easement. If City fails to pay when due any taxes affecting the Property or the Site, American Tower will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by American Tower on City's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

14. Environmental Compliance.

(a) City represents and warrants that:

(i) To City's knowledge, no third party has been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any applicable law, regulation or administrative order (collectively, "***Environmental Laws***").

(ii) City will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) American Tower agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.

(c) The term "***Hazardous Materials***" means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

15. Indemnification.

(a) General.

(i) City, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend American Tower from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of City, or City's principals, employees, agents or independent contractors; or (C) any breach of any representation or warranty made by City in this Agreement.

(ii) American Tower, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend City from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of American Tower, or American Tower's employees, agents or independent contractors; or (C) any breach of any representation or warranty made by American Tower in this Agreement.

(b) Environmental Matters.

(i) City, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless American Tower from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of American Tower. Notwithstanding the obligation of City to indemnify American Tower pursuant to this Agreement, City will, at City's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the

Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material.

(ii) American Tower, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless City from and against environmental damages caused by the presence of Hazardous Materials on the Compound in violation of any Environmental Laws and arising as the result of American Tower's activities after the execution of this Agreement. Notwithstanding the obligation of American Tower to indemnify City pursuant to this Agreement, American Tower will, at American Tower's sole cost and expense, promptly take all actions to remediate the Compound which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated by the presence upon, about or beneath the Compound of a Hazardous Material resulting from American Tower's activities after the execution of this Agreement.

16. Assignment.

(a) Any sublease, license or assignment of this Agreement that is entered into by City or American Tower is subject to the provisions of this Agreement.

(b) American Tower may assign this Agreement without prior notice to or the consent of City. Upon assignment, American Tower shall be relieved of all liabilities and obligations hereunder and City shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Notwithstanding the foregoing, American Tower shall not be relieved of liabilities and obligations which accrued prior to such assignment.

(c) American Tower may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "*Secured Parties*"). City hereby consents to any such financing. In addition, if requested by American Tower, City agrees to notify American Tower and American Tower's Secured Parties simultaneously of any default by American Tower and to give Secured Parties the same right to cure any default as American Tower. If a termination, disaffirmance or rejection of the Agreement by American Tower pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if City will terminate this Agreement for any reason, City will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Compound during a thirty (30)-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. City acknowledges that Secured Parties are third-party beneficiaries of this Agreement. American Tower may only grant a security interest in this Agreement and/or the Tower Facilities. Any mortgage, lien or other encumbrance on the Property or the Site, granted by American Tower, is prohibited. Any such mortgage, lien or other encumbrance shall constitute a material breach of this Agreement.

17. Insurance. American Tower will purchase and maintain in full force and effect throughout the Option Period and the Term such general liability and property damage policies as American Tower may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of three million and 00/100 dollars (\$3,000,000.00).

18. Waiver of Damages.

(a) In the event that American Tower does not exercise its Option: (i) City's sole compensation and damages will be fixed and liquidated to the sums paid by American Tower to City as consideration for the Option; and (ii) City expressly waives any other remedies it may have for a breach

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of this Agreement including specific performance and damages for breach of contract, subject to those obligations incurred by American Tower under Paragraph 2(d) of this Agreement.

(b) Neither City nor American Tower will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party.

(c) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL CITY OR AMERICAN TOWER BE LIABLE TO THE OTHER FOR, AND AMERICAN TOWER AND CITY EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

19. Notices. All notices or demands by or from American Tower to City, or City to American Tower, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in Paragraph 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this Paragraph 19, with such new notice address being effective thirty (30) days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

20. Further Acts.

(a) Within thirty (30) days after receipt of a written request from American Tower, City will execute any document necessary or useful to protect American Tower's rights under this Agreement or to facilitate the Intended Use including documents related to title and other Approvals, and will otherwise cooperate with American Tower in its exercise of its rights under this Agreement.

(b) In the event that American Tower suffers lost revenue or other damages as a result of any delay caused by City's unwillingness to execute a document or to take any other action deemed necessary by American Tower to protect American Tower's leasehold rights or to facilitate the Intended Use, American Tower may pursue any and all rights and remedies to which it may be entitled at law or in equity.

21. Memorandum of Lease. Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as Exhibit C which American Tower may record, at American Tower's expense, in the public records of the county of the Property. City acknowledges and agrees that after City signs the Memorandum of Lease but before American Tower records it, American Tower may add both: (a) a reference to the recording granting City its interest in the Property; and (b) a legal description of the Site as Exhibit B. City agrees to execute and return to American Tower a recordable Amended Memorandum of Lease in form supplied by American Tower if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended. American Tower may record any such Amended Memorandum of Lease at American Tower's expense. After the Agreement is terminated or expires, within ninety (90) days of receipt of City's written request, and so long as American Tower does not dispute any such termination or expiration, American Tower will sign a good and sufficient quit claim deed, notice of termination or other appropriate release document, properly notarized, evidencing relinquishment of all right title and interest obtained by American Tower or its successors or assigns pursuant to this Agreement and any renewal or modification thereof, and record said release document, at American Tower's expense, in the real property records of Milwaukee County, Wisconsin.

22. Miscellaneous.

(a) This Agreement runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) American Tower may at American Tower's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "***Title***") on the Property.

(c) City hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

(d) Each party agrees to furnish to the other, within sixty (60) days after request, such estoppel information as the other may reasonably request.

(e) This Agreement constitutes the entire agreement and understanding of City and American Tower with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by City and American Tower.

(f) If either City or American Tower is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(g) This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the State of Wisconsin. Any suit, proceeding or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin.

(h) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.

(i) American Tower may obtain title insurance on its interest in the Site, and City will cooperate by executing any documentation required by the title insurance company.

(j) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(k) City will not, during the Option Period or the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, within one (1) mile of the Site.

(l) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(m) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

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(n) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(o) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

(p) Nothing contained in this Agreement is intended to be a waiver or estoppel of City or its insurer to rely upon the limitations, defenses, exemptions from liability and immunities contained within Wisconsin Statutes sections 893.80, 345.05, Chapter 292. To the extent that indemnification is available and enforceable, City 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.

[SIGNATURES APPEAR ON NEXT PAGE]

Site Name: ML93352 WI
Site Number: 283658

IN WITNESS WHEREOF, City and American Tower have each executed this Agreement as of the respective dates written below.

CITY:

City of West Allis,
a municipal corporation

By: _____
Name:
Title:

Date: _____

STATE OF _____

COUNTY OF _____

Before me, _____, the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of the City of West Allis, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this ___ day of _____, 2015.

[Affix Notary Seal]

Notary Public
My commission expires:

Site Name: ML93352 WI

Site Number: 283658

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site
Exhibit C	Memorandum of Lease

Site Name: ML93352 WI
Site Number: 283658

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property referred to herein is situated in the County of Milwaukee, State of Wisconsin and is described and/or depicted as follows:

All of Lot 10 in Stone's Subdivision of land in the South East One-quarter (S.E. 1/4) and North East One-Quarter (N.E. 1/4) of Section Nine (9) and South West One-quarter (S.W. 1/4) and North West One-quarter (N.W. 1/4) of Section Ten (10), Town 6 North, Range 21 East, Milwaukee County, Wisconsin, except that part described as follows, to-wit:

Beginning at a point on the center line of West Beloit Road, said point being 8.63 feet N. 530 18' 30" E. of the most westerly corner of aforesaid Lot 10; running thence N. 530 18' 30" E. along the center of said road 200.00 feet to a point; running thence S. 36° 41' 30" E. a distance of 335.00 feet to a point; running thence S. 530 18' 30" W. and parallel to West Beloit Road 207.04 feet to a point; running thence northwest on a curve to the left (parallel to the west line of South Van Dyke Place as plotted in Van Dyke City Subdivision and 60.00 feet distant therefrom) 171.02 feet to a point of tangency; running thence N. 360 41' 30" W. a distance of 164.18 feet to the place of beginning.

LESS AND EXCEPT

That part of Lot Five (5), Block Two (2), Rudolph Estates, being a resubdivision of parts of Lots Nine (9) and Ten (10) in Stone's Subdivision and of Lot One (1), Block One (1), Assessor's Plat Number 266, all in the Northwest one-quarter (1/4) of Section Ten (10), Town Six (6) North, Range Twenty-one (21) East, in the City of West Allis, bounded and described as follows, to-wit:

Commencing at the Southwest corner of said Lot Five (5); running thence along the Westerly line of said lot North 10 13' 50" East 33.48 feet to a point of curve; thence continuing along the said Westerly line on a curve to the left, having a radius of 192.14 feet, a long chord North 150 17' 50" West 109.32 feet, a distance of 110.84 feet to a point; thence continuing along said Westerly line North 31° 49' 30" West 55.0 feet to a point; thence North 58° 10' 30" East 129.77 feet to a point; thence South 88° 55' East 226.90 feet to a point in the Easterly line of said Lot Five (5); thence along the Easterly line of said lot South 1° 05' West 250 feet to the Southeast corner of said lot; thence along the Southerly line of said lot North 89° 57' 30" West 275.22 feet to the place of beginning.

Parcel ID #489-0549-000

This being a portion of the same property conveyed to City of West Allis from Jacob H. Rudolph and Vinnie B. Rudolph, James B. Kemp and Eleanor T Kemp. dated January 30, 1948 and recorded January 31, 1948 as Book 2458 page 581.

Property commonly known as: 6300 West McGeoch Avenue, West Allis, WI 53219

Site Name: ML93352 WI
Site Number: 283658

EXHIBIT B

DESCRIPTION OF SITE

Locations are approximate. American Tower may, at its option, replace this exhibit with a copy of the survey of the Site.

ATC LEASE PARCEL

A part of Lot Five (5), Block Two (2) of Rudolph Estates of Milwaukee County Records and located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Ten (10), Township Six (6) North, Range Twenty-One (21) East, City of West Allis, Milwaukee County, Wisconsin, containing 2,500 square feet (0.057 acres) of land and being described by:

Commencing at the West Quarter Corner of said Section 10; thence N88°-07'-20"E 1425.05 feet along the South line of the NW1/4 of said Section 10; thence N01°-52'-40"W 669.08 feet to the point of beginning; thence N38°-35'-25"W 50.00 feet; thence N51°-24'-35"E 50.00 feet; thence S38°-35'-25"E 50.00 feet; thence S51°-24'-35"W 50.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

PROPOSED UTILITY EASEMENT

A part of Lot Five (5), Block Two (2) of Rudolph Estates of Milwaukee County Records and located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Ten (10), Township Six (6) North, Range Twenty-One (21) East, City of West Allis, Milwaukee County, Wisconsin, containing 203 square feet (0.005 acres) of land and being described by:

Commencing at the West Quarter Corner of said Section 10; thence N88°-07'-20"E 1425.05 feet along the South line of the NW1/4 of said Section 10; thence N01°-52'-40"W 669.08 feet; thence N38°-35'-25"W 50.00 feet; thence N51°-24'-35"E 42.00 feet to the point of beginning; thence N38°-35'-25"W 27.44 feet to a point on the south line of a public alley as depicted on the plat of Rudolph Estates; thence N78°-23'-59"E 8.98 feet along said south line; thence S38°-35'-25"E 23.37 feet; thence S51°-24'-35"W 8.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

PROPOSED INGRESS/EGRESS EASEMENT

A part of Lot Five (5), Block Two (2) of Rudolph Estates of Milwaukee County Records and located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Ten (10), Township Six (6) North, Range Twenty-One (21) East, City of West Allis, Milwaukee County, Wisconsin, containing 362 square feet (0.008 acres) of land and being described by:

Commencing at the West Quarter Corner of said Section 10; thence N88°-07'-20"E 1425.05 feet along the South line of the NW1/4 of said Section 10; thence N01°-52'-40"W 669.08 feet; thence N38°-35'-25"W 50.00 feet; thence N51°-24'-35"E 19.00 feet to the point of beginning; thence N38°-35'-25"W 31.00 feet to a point on the south line of a public alley as depicted on the plat of Rudolph Estates; thence N59°-30'-44"E 12.12 feet along said south line; thence S38°-35'-25"E 29.29 feet; thence S51°-24'-35"W 12.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

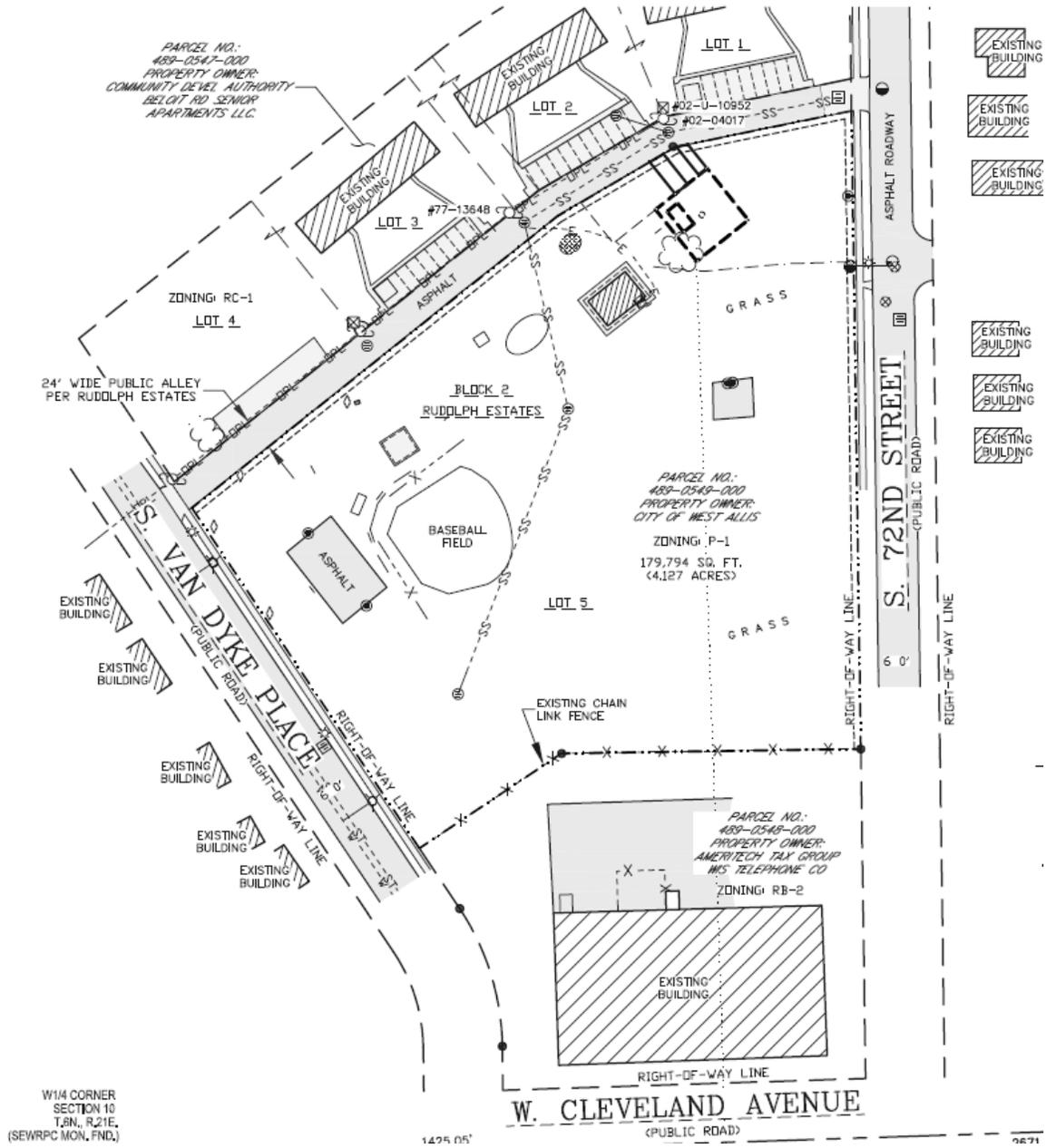
TEMPORARY CONSTRUCTION AREA

A part of Lot Five (5), Block Two (2) of Rudolph Estates of Milwaukee County Records and located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Ten (10), Township Six (6) North, Range Twenty-One (21) East, City of West Allis, Milwaukee County, Wisconsin, containing 2,116 square feet (0.049 acres) of land and being described by:

Commencing at the West Quarter Corner of said Section 10; thence N88°-07'-20"E 1425.05 feet along the South line of the NW1/4 of said Section 10; thence N01°-52'-40"W 669.08 feet; thence N38°-35'-25"W 50.00 feet to the point of beginning; thence S51°-24'-35"W 41.00 feet; thence N38°-35'-25"W 39.54 feet to a point on the south line of a public alley as depicted on the plat of Rudolph Estates; thence N59°-30'-44"E 60.59 feet along said south line; thence S38°-35'-25"E 31.00 feet; thence S51°-24'-35"W 19.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

Site Name: ML93352 WI
Site Number: 283658

DEPICTION OF SITE



Site Name: ML93352 WI
Site Number: 283658

EXHIBIT C

MEMORANDUM OF LEASE

[see following pages]

Prepared by and Return To:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Site #: 283658
Site Name: ML93352 WI

Cross Reference: Book: 2458; Pg: 581

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this ____ day of _____, 2015 by and between City of West Allis, a municipal corporation, with a mailing address of 6300 W McGeoch Avenue, Milwaukee, WI 53219 ("City") and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower") and evidences that on the ___ day of _____, 2015 a Lease Agreement ("Agreement") was entered into by and between City and American Tower.

1. **Option.** The initial term of the Option is six (6) months from the date of the Agreement. This Option can be extended by American Tower for one (1) additional period of six (6) months and for such other periods as City and American Tower mutually agree.

2. **Property.** City owns certain real property described in **Exhibit "A"** ("Property"). Subject to the terms of the Agreement, City has granted to American Tower an option to lease a portion of the Property ("Compound") and to acquire certain easements for ingress, egress and utilities ("Easements" and collectively with the Compound, the "Site", as shown on **Exhibit "B"**), and a license to use certain other portions of the Property.

3. **Lease.** Should American Tower exercise its Option, the Agreement will constitute a lease of the Site. The initial term of the lease will be for five (5) years commencing upon the date American Tower specifies in a written notice to City. The Agreement will

automatically renew for five (5) additional periods of five (5) years each unless American Tower notifies City of its decision not to renew the Agreement.

4. **Notices.** All notices, requests, demands, and other communications to the Landlord or American Tower will be made at the following addresses:

City: City of West Allis
c/o Michael Lewis Director of Public Works
6300 W McGeoch Ave
Milwaukee, WI 53219

American Tower: American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

with a Copy to: American Towers LLC
c/o American Tower Corporation
116 Huntington Avenue
Boston, MA 02116
Attn: Law Department

5. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A
PROPERTY**

The Property referred to herein is situated in the County of Milwaukee, State of Wisconsin and is described and/or depicted as follows:

All of Lot 10 in Stone's Subdivision of land in the South East One-quarter (S.E. 1/4) and North East One-Quarter (N.E. 1/4) of Section Nine (9) and South West One-quarter (S.W. 1/4) and North West One-quarter (N.W. 1/4) of Section Ten (10), Town 6 North, Range 21 East, Milwaukee County, Wisconsin, except that part described as follows, to-wit:

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Parcel ID #489-0549-000

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Property commonly known as: 6300 West McGeoch Avenue, West Allis, WI 53219

EXHIBIT B
SITE

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