

LICENSE

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

This License is entered into this 23rd day of December, 2022, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (“City”), and **CCATT LLC**, a Delaware limited liability company (“Licensee”).

WITNESSETH:

WHEREAS, the City and TeleCorp Realty, LLC are parties to that certain License, dated May 17, 2001, and recorded with the Dane County Register of Deeds on July 3, 2001 as Document No. 3341968 (the “2001 License”); and

WHEREAS, the Licensee is the successor-in-interest to TeleCorp Realty, LLC; and

WHEREAS, the 2001 License pertains to the placement by the Licensee of a telecommunications lightpole monopole within the City-owned park commonly known as Breese-Stevens Field, located at 917 East Mifflin Street, Madison, Wisconsin (the “Property”), together with the placement of a telecommunications equipment shelter near the base of such monopole; and

WHEREAS, the term of the 2001 License expired on June 17, 2021, with no options to renew remaining; and

WHEREAS; the Licensee desires to continue to operate and maintain its telecommunications equipment at the site, and the City is agreeable to allowing such continued use.

NOW, THEREFORE, the parties hereby agree as follows:

1. Termination of 2001 License. The 2001 License terminated effective as of midnight on June 17, 2021 (“Termination”). The Term, as defined below, shall be deemed to have immediately commenced following Termination so that Licensee maintains exclusive use of the Tower.
2. Premises. The City hereby grants to the Licensee the continued right to maintain and operate a telecommunications monopole tower ("Tower"), and a telecommunications equipment shelter (“Equipment Shelter”) upon certain "Premises" located at the Property. The Property is more particularly described on Exhibit A and the Premises are depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference.
3. Term. This License shall be for an initial term of five (5) years, subject to early revocation or termination pursuant to the terms of this License. This License shall commence as of June 18, 2021 (the “Effective Date”) and expire at midnight on June 17, 2026.

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

Tax Parcel No.: 251-0709-131-2001-3 (part of)

4. Renewal. This License may be renewed for three (3) subsequent five (5) year terms upon agreement of the parties as to the terms of the renewal. If the Licensee desires to renew this License, the Licensee must give notice in writing to the City a minimum of one hundred eighty (180) days prior to the expiration of the initial term or any renewal term in the manner specified in Paragraph 27. Following receipt of such notice, the City shall indicate by written notice to the Licensee, given within sixty (60) days after receipt of the Licensee's notice, of its approval or denial of the Licensee's request for renewal.
5. 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 multiplied by two shall be paid monthly in advance, and in no event shall the occupancy be deemed to be from one (1) year to one (1) year.
6. Use.
 - a. The Licensee's use of the Premises shall be limited to the continued placement, operation, maintenance, repair, replacement and removal of up to nine (9) telecommunications antennas ("Antenna" or "Antennas") on the Tower. The Licensee shall also be permitted to install ancillary equipment (e.g remote radio units, tower mounted amplifiers, etc.) ("Ancillary Equipment") on the Tower. The Antennas and Ancillary Equipment are hereinafter collectively referred to as the "Equipment."
 - b. The Licensee shall also be permitted to continue to operate, maintain and repair the Equipment Shelter, together with wiring and conduit necessary to connect the Equipment on the Tower with the Equipment Shelter and to provide necessary utility service thereto. The current as-built construction drawings are attached hereto as Exhibit C and made part of this License by reference.
7. Acceptance of Premises. The Licensee has taken possession of the Premises pursuant to the 2001 License. The taking of possession of the Premises by the Licensee is conclusive evidence that the Licensee:
 - a. accepts the Premises as suitable for the purposes for which it is licensed; and
 - b. accepts the Premises and every part thereof in an as-is condition, with all defects, except for latent defects.
8. Administrative Fees.
 - a. The Licensee shall pay to the City a one-time administrative fee of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), due within thirty (30) days after the date this License is signed by both parties, as payment of the City's costs of negotiating and processing this License.
 - b. The Licensee shall pay to the City an administrative fee of Two Thousand and no/100 Dollars (\$2,000.00) for each subsequent amendment to this License, if any.

9. License Fee.

- a. The Licensee shall pay to the City a base annual fee (“License Fee”) of Thirty Thousand and no/100 Dollars (\$30,000.00) for the use of the Premises. The License Fee shall increase annually by three percent (3%) 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 the Effective Date of this License. Subsequent License Fee payments shall be due on or before the anniversary of the Effective Date of this License. All payments are to be made to the City Treasurer, referenced to Real Estate Project No. 5030, and sent or personally delivered to the City’s Economic Development Division at the address specified in Paragraph 27.
- c. The City shall have the right to assess a penalty for each occasion on which the License Fee is not paid within thirty (30) days of its due date. Any License Fee that remains unpaid shall accrue interest at the rate of twelve percent (12%) per annum from the due date until paid, or Two Hundred Fifty Dollars (\$250), whichever is greater.
- d. In addition to the provisions of Paragraph 20, the City shall have the right, under this Paragraph, to send late payments of the License Fee to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.

10. Interference.

The Licensee’s operation and maintenance of the Tower, Equipment, and Equipment Shelter shall not damage or interfere in any way the City’s use of the Property. The Licensee agrees to cease all such actions which materially interfere with the City’s use of the Property immediately upon actual notice of such interference, provided however, in such case, the Licensee shall have the right to terminate the License. The City, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve the Property. 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 Property which would materially affect the Licensee’s use of the Premises. The Licensee agrees to reimburse the City for the reasonable costs of any additional repair, maintenance, alteration or improvement costs which the City incurs as a result of the Licensee’s Tower, Equipment and Equipment Shelter being located on the Premises. The City shall attempt to minimize, at no additional expense to the City, any disturbance to the Licensee’s operations during such repairs, maintenance, alterations or improvements. Should the City’s activities interfere with the Licensee’s operation, the City shall, if feasible, allow the Licensee to install temporary facilities, at its sole cost, on the Property until such activities are completed.

Before making any modifications to the existing Tower or Equipment, the Licensee shall provide to the City, at the Licensee’s expense, an engineering study indicating whether the Tower is able to structurally support such modifications.

11. 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, which may include powering down the Equipment if necessary, if the City maintenance work cannot be safely completed without such action. The City shall provide the Licensee with as much advance notice of any such maintenance as is reasonably available and identify the scope of maintenance work and locations of same. Upon receipt of the information, Licensee and City shall determine in good faith whether a reduction in power is required to safely perform the work.

12. 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.

13. Special Conditions.

- a. Pursuant to the 2001 License, the Licensee has constructed the Tower and has mounted light fixtures on the Tower of a type and quantity acceptable to the City's Park Superintendent. The City shall be responsible for future replacements of such light fixtures.
- b. The Licensee shall be responsible for and pay all costs associated with the maintenance, repair, and replacement of the Tower, Equipment, and Equipment Shelter, , including the resodding of any disturbed turf areas.
- c. 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, replacement or removal activities.
- d. The Licensee shall have non-exclusive, unlimited access, 24 hours a day, 7 days a week, 365 days a year, to the Premises, subject to the following: the Licensee shall contact the Parks Division at (608) 266-4711 a minimum of two (2) business days prior to any access to the Premises and prior to beginning any work or major repairs to allow for coordination with the City's Parks Division so as to not disrupt scheduled park activities.
- e. The Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Tower are properly secured in order to prevent unauthorized access to the Tower. The Licensee shall be assessed a penalty of Two Thousand and no/100 Dollars (\$2,000.00) for each instance of 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 as liquidated damages for breach of this paragraph; 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. Any modifications to the Tower, Equipment, or Equipment Shelter shall be subject to the written approval of the City and any other required governmental approvals before the Licensee may begin the modification of the Tower, Equipment, or Equipment Shelter. Notwithstanding any provision of this Subparagraph to the contrary, without obtaining the City's prior consent, the Licensee shall have the right to: (i) make additions, alterations or improvements to the Licensee's Equipment housed within the Equipment Shelter; and (ii) replace any or all of its Equipment installed on or about the Tower with replacement equipment of the same kind, which is reinstalled in the same place and position and is of the same size and weight as the replaced Equipment. In the event of any modifications to the Equipment, the Licensee shall complete and submit to the City the Equipment Modification Form attached as Exhibit E, together with all requisite studies and reports. 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 start date indicated in Paragraph B.2.a. of the City's Equipment Modification Form, regardless of the actual date of installation on the Tower, and shall be prorated for any partial year.

- g. 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 for costs incurred by the City, totaling up to Five Thousand and no/100 Dollars (\$5,000.00) for each time an installation or modification is performed on the Tower, 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 thirty (30) days after the City sends the Licensee an invoice for the same together with reasonable supporting documentation evidencing such fees.
 - h. The Licensee shall in no way encumber, or allow to be encumbered, the City's title to the Premises.
 - i. Within thirty (30) days following any modification to the Tower, Equipment, or Equipment Shelter, the Licensee shall provide the City with an as-built construction drawings showing the actual location of the Equipment installed on the Tower. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment installed on the Tower and the Premises.
 - j. 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, painting, 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.
 - k. The City shall not be liable for any damage to the Tower, Equipment, Equipment Shelter or other site improvements.
 - l. The Tower shall become the exclusive property of the City upon the expiration, revocation or termination of this License. The Equipment and Equipment Shelter shall remain the exclusive property of the Licensee.
 - m. The Licensee agrees to join and maintain membership in Diggers Hotline and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this License.
14. Destruction of Premises. If the Tower is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the Licensee shall have the option to either:
- a. Repair or replace the Tower at its sole expense within thirty (30) days of the date of damage or destruction, except as may be adjusted by the City to allow for weather conditions. In such event, 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 on the Premises, at its sole expense, temporary facilities to allow the continuation of its telecommunication operations; or

- b. Revoke the License effective on the date of such damage or destruction, provided that the Licensee shall, at its sole expense, repair the Tower or construct in place of the Tower a light pole, of a size and type satisfactory to the City within thirty (30) days of the date of such damage or destruction, except as may be adjusted by the City to allow for winter conditions. In such event, the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunications operations for a period not to exceed one (1) year, unless otherwise agreed to by the parties. Said temporary facilities shall not interfere with the City's use of the Property. Any License Fee that has been prepaid for the period following the revocation shall be prorated on a per diem basis refunded to the Licensee.

15. Taxes.

- a. Real Estate Taxes. The City is a tax-exempt entity. Should any City of Madison Ordinance or State of Wisconsin Statute require that the Property be subject to real estate taxes or assessments, the Licensee shall be liable for the Licensee's proportionate share of all such real estate taxes and assessments on a prorata square foot basis as the area of the Premises bears in relation to the Property and for all taxes imposed on the full value of the Licensee's improvements, if any, constructed on the Premises.
- 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 Tower, Equipment, or Equipment Shelter.

16. 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, with the exception that the City shall be responsible for utility costs associated with the light fixtures located on the Tower.

17. 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.

18. Insurance. The Licensee shall carry commercial general 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, the Licensee

shall furnish the City with a certificate of insurance on a form approved by the City, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this License is in effect, the Licensee shall provide a renewal certificate to the City for approval.

19. 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, which consent shall not be unreasonably withheld conditioned or delayed. Notwithstanding the foregoing the Licensee is hereby permitted to sublicense the Premises to Madison MPL Tower Holdings LLC, and the City hereby consents to such sublicensing. Before an assignment shall be effective, any assignee of this Licensee shall assume in writing all of the obligations of the Licensee under the terms and conditions of this License. The Licensee shall promptly provide to the City documentation of any assignment of this License.

20. 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 19.
 - 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 10.

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

- (2) In the event that the Licensee shall fail to maintain insurance as required by this License, the City may elect to: (a) immediately revoke this License and cause the removal of all Equipment installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this License and charge the Licensee the cost of same. In the event of revocation under this Subparagraph, any License Fee that has been prepaid shall be retained by the City as liquidated damages.
- (3) By giving the Licensee thirty (30) days written notice specifying the nature of the default in the event the Licensee defaults in the performance of any term or condition of this License other than those as set forth in Subparagraphs 20.a.(1) and 20.a.(2). Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Licensee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Licensee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of revocation under this Subparagraph, any prepaid License Fee shall be prorated on a per diem basis and refunded to the Licensee.
- (4) Effective at any time following the expiration of the initial five (5)-year term, by giving the Licensee a minimum of one (1) year's prior written notice of revocation in the event the Premises, in the sole discretion of the governing body of the City, are desired for any public purpose or use, which use shall exclude the Licensee's permitted use under this License and any similar private use by any additional telecommunications provider. Any License Fee that has been prepaid for the period following the date the Equipment is relocated shall be prorated on a per diem basis and refunded to the Licensee. In the event of revocation under this Subparagraph, the City shall use its best efforts to provide the Licensee with a satisfactory alternate location on City-owned property which would allow for comparable telecommunications coverage.

Failure of the City to declare this License revoked upon the breach or default of the Licensee for any reason set forth in Subparagraphs 20.a.(1), 20.a.(2) or 20.a.(3) shall not operate to bar or destroy any right of the City to revoke this License for any subsequent breach or default of any term or condition of this License.

- b. The Licensee shall have the right to terminate this License at any time during the initial term of this License or any renewal terms by giving the City a minimum of one (1) year's written notice of termination. In the event of termination under this Subparagraph, the date of termination must coincide with the anniversary of the Effective Date.

21. 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 24.

22. 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 federal government and any other governmental authority having jurisdiction over the Premises. The Licensee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Licensee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
23. 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.
24. 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 the Equipment Shelter and all Equipment installed by the Licensee. The Licensee shall also restore the Premises to a condition equivalent to that which existed prior to the date that the Licensee first occupied the Premises, with the exception that the Tower shall remain and become the property of the City, and with the exception of normal wear and tear, and with the exception of any loss incurred under Paragraph 14. Removal of the Equipment Shelter and Equipment and restoration of the Premises 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, revocation or termination of this License shall not become effective until removal and repair has been accomplished to the satisfaction of the City, however, during such removal and repair period the Licensee's right to use the Premises shall be limited to removal and repair activities. In the event the Licensee fails to accomplish said removal and repair, the City may cause the removal and repair to be accomplished at the Licensee's expense and with no liability or cost to the City. The City may waive or alter this removal and repair requirement if, at its sole discretion, it so chooses. Any such waiver or alteration shall not reduce the time allowed for the removal or repair activities or place conditions on the Licensee which are greater than those provided in this Paragraph. To ensure compliance under this Paragraph, the Licensee shall keep in effect throughout the term of this License a surety bond in the amount of \$10,000 with performance payment and maintenance clauses payable to the City.
25. Premises Required By Eminent Domain.

In the event the Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of this License, and the reversion and fee interests, shall belong to the City without any deduction therefrom for any present or future estate of the Licensee, and the Licensee hereby assigns to the City all of its right, title and interest to any such award. However, the Licensee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Licensee on account of interruption of the Licensee's business and for moving and relocation expenses.

In the event the whole of the Premises or any part thereof shall be taken or condemned so that the balance cannot be used for the same purpose and with substantially the same utility to the Licensee as immediately prior to such taking, this License shall terminate upon delivery of possession to the condemning authority and any License Fee that has been prepaid for the period following the termination shall be prorated on a per diem basis and refunded to the Licensee unless the Licensee will receive compensation for any prepaid License Fee from the condemning authority.

26. 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 or Equipment Shelter without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the City) at any reasonable time for the following purposes:
- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this License or in the exercise of its police powers.
 - b. For the purpose of performing work related to any public improvement, provided that the City restore the Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Licensee agrees to hold the City harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement.
27. Notices. All notices to be given under the terms of this License shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For the City: City of Madison
Economic Development Division
Office of Real Estate Services
Madison Municipal Building
215 Martin Luther King, Jr. Boulevard
P.O. Box 2983
Madison, WI 53701-2983

For the Licensee: CCATT LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Dept.
2000 Corporate Drive

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

28. Definition of City and 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

34. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or the Licensee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or the Licensee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
35. Authorized Agent. The City's Director of Community and Economic Development or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this License, with authority to administer this License lawfully on behalf of the City.
36. 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.
37. Amendment. No alteration, amendment, change, or addition to this License shall be binding upon the parties unless in writing and signed by them.
38. Conflict of Interest.
 - a. The Licensee warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this License.
 - b. The Licensee shall not employ or contract with any person currently employed by the City for any services included under the provisions of this License.
39. 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.
40. 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.
41. 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.
42. 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.

43. Public Record. A Memorandum of License will be recorded by the City at the office of the Dane County Register of Deeds after this License is executed by the parties.
44. 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.

[Signatures on following two pages]

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

CCATT LLC,
a Delaware limited liability company,

By: *[Signature]*
(signature)

Lisa Sedgwick, Manager RE Transactions
(print or type name) (title)

State of Texas)
)ss.
County of Harris)

Personally came before me this 21 day of October, 2022,
Lisa Sedgwick (name), Manager RE Transactions (title), of the above named
CCATT LLC, a Delaware limited liability company, known to be the person who executed the above
foregoing instrument and Lisa Sedgwick (name) of said limited liability company, and
acknowledged that he/she executed the foregoing instrument as such Manager RE Transactions (title) as the
deed of said limited liability company by its authority.

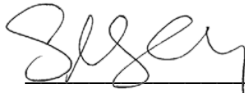
[Signature]
Notary Public, State of Texas

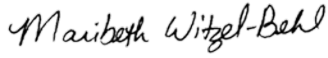
Carolyn Kinery
(Print or Type Name)
My Commission Expires: 3/10/2024

[Signatures continue on following page]




CITY OF MADISON,
A Wisconsin municipal corporation

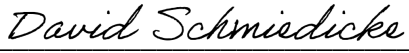
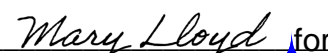
By: 
Satya Rhodes-Conway, Mayor


By: 
Maribeth Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this 23rd day of December, 2022.


Matthew D. Robles, Assistant City Attorney
City of Madison
Member, State Bar of Wisconsin

Approved	Date	Approved	Date
<u></u> David Schmiedicke, Finance Director	<u>12/20/2022</u>	<u> for</u> Eric Veum, Risk Manager	<u>12-2-2022</u>

Approved as to Form	Date
<u></u> Michael Haas, City Attorney	<u>12/22/22</u>

Execution of this License by the City of Madison is authorized by Resolution Enactment No. RES-22-00821, File ID No. 74425, adopted by the Common Council of the City of Madison on December 6, 2022.

Drafted by the City of Madison Office of Real Estate Services

Project No. 5030

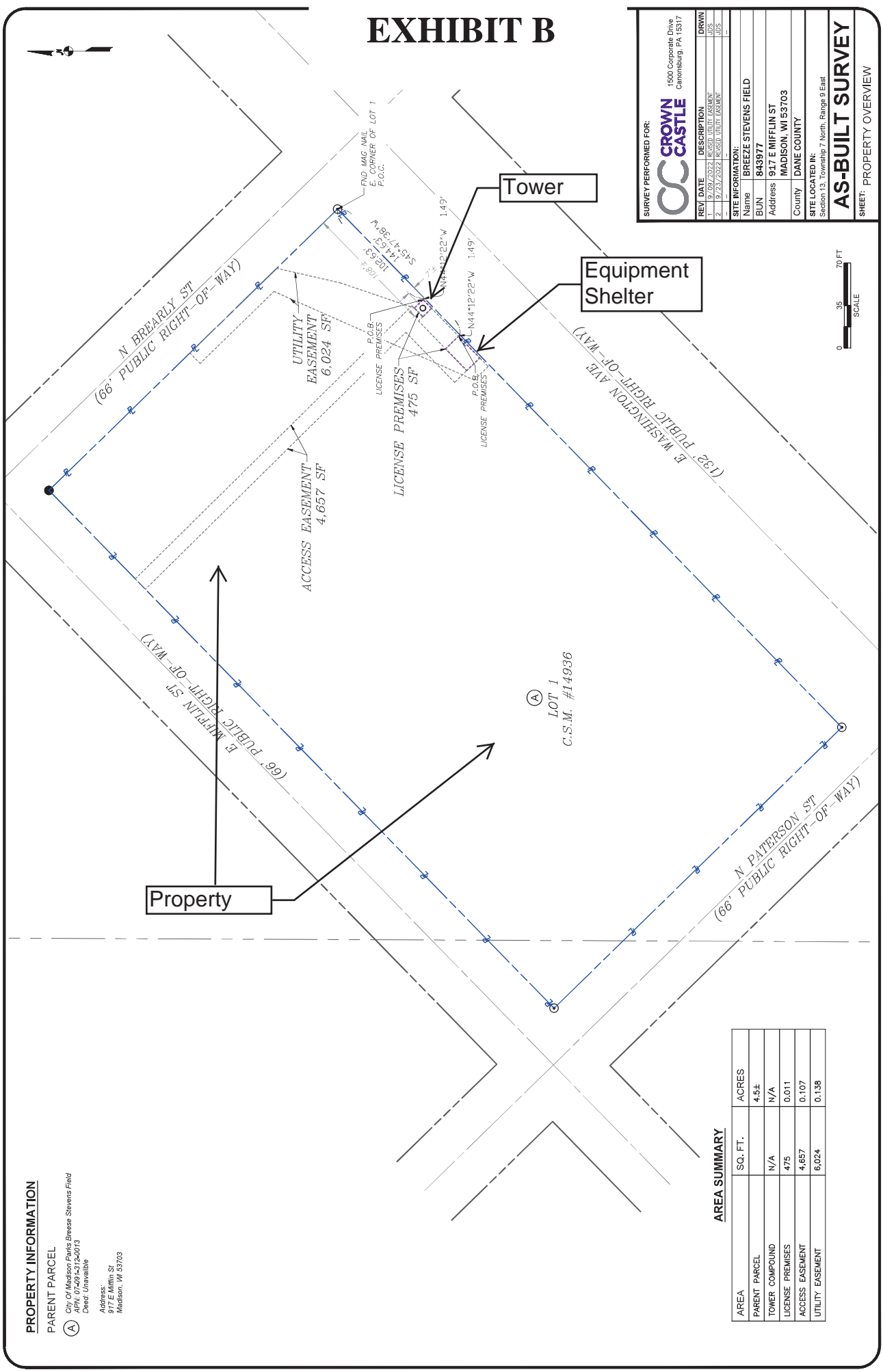
EXHIBIT A

The Property:

Lot 1, Certified Survey Map No. 14936, recorded as Document No. 5444813, in Volume 105, pages 102-107, of Certified Survey Maps at the Dane County Register of Deeds Office, in the City of Madison, Dane County, Wisconsin.

Note: The Premises are located on that part of the Property denoted on Exhibit B. The Licensee's use of the Premises includes the non-exclusive right to access the Premises via the Access Easement corridor and to locate underground facilities within the Utility Easement corridor as shown on Exhibit B.

EXHIBIT B



SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REISED UTILITY EASEMENT	JDS
2	9/23/2022	REISED UTILITY EASEMENT	JDS

SITE INFORMATION:

Name: BREEZE STEVENS FIELD
 BUJN: 843977
 Address: 917 E MIFFLIN ST
 County: MADISON, WI 53703
 SITE LOCATED IN: DANE COUNTY
 Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY
SHEET: PROPERTY OVERVIEW



PROPERTY INFORMATION

PARENT PARCEL
 City of Madison Parks Breeze Stevens Field
 APN: 07-209-1-312-0013
 Dred: Unavailable
 Address:
 917 E Miffin St
 Madison, WI 53703

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL		4.64
TOWER COMPOUND	N/A	N/A
LICENSE PREMISES	475	0.011
ACCESS EASEMENT	4,657	0.107
UTILITY EASEMENT	6,024	0.138

Property

Tower

Equipment Shelter

(A)
 LOT 1
 C.S.M. #14936

AS-BUILT SURVEY

843977

BREEZE STEVENS FIELD

917 E MIFFLIN ST
MADISON, WI 53703
DANE COUNTY

VICINITY MAP



CONTENTS

COVER SHEET
PROPERTY OVERVIEW
ACCESS EASEMENT OVERVIEW
UTILITY EASEMENT OVERVIEW
SITE OVERVIEW
SITE OVERVIEW DETAIL (INTERNAL USE)
LEGAL DESCRIPTIONS

SURVEY PROCEDURES & EQUIPMENT

The Accuracy of This Survey Meets Or Exceeds The Minimum Standards as Required By Juris.

- Trimble R10 GPS Rover on VRS Network
- Trimble S6 Robotic Total Station

BURIED UTILITIES NOTE

NOTE: Buried utilities depicted herein were detected and marked by others using indirect methods. No subsurface utility verification was performed. It is possible that other utilities serving the subject tower site exist that were undetected as a part of this survey.

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	N/A	4.5±
TOWER COMPOUND	N/A	N/A
LICENSE PREMISES	475	0.011
ACCESS EASEMENT	4,657	0.107
UTILITY EASEMENT	6,024	0.138

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY

LEGEND

<ul style="list-style-type: none"> Additional Land Building Asphalt Pavement Contour - Major Contour - Minor Easement Guideline Jurisdiction Line Property Line Property Tie Parent Property Tower Easement Right of Way Seaback Treeline Wellhead Railroad Tracks Centerline Road Centerline Stream Stream (Directional) Ditch Channel Fence Cable UG Combined Sewer Cable TV & Elec UG Cable, Elec. & Tele UG Cable, Elec. & Tele UG Electric UG Fiber UG Gas UG Sewer UG Storm UG Telephone UG Unknown Utility Water Topo - High Point Topo - Low Point Breakline Match line Property Tie 	<ul style="list-style-type: none"> Transformer (Aerial) Transformer Pad Catch Basin Inlet Culvert Utility Vault Manhole Handhole Full box Pedestal Riser Meter Valve Cleanout Junction Box Pump Station Utility Box Controller HVAC Generator 	<ul style="list-style-type: none"> IP / Rebar Mono IP - Found Cased Mono Traverse Point Survey Point Gravel Dirt Concrete Retaining Wall Stairs Door / Gate Double Door / Gate Gate - Sliding Signs Mailbox Column Utility Pole Guys Pole Pole Bollard Fire Hydrant Flag Pole Shrub Tree - Palm Tree - Coniferous Tree - Deciduous Metal Platform Fuel Tanks Traffic Signal Controller
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SURVEY PERFORMED FOR:



1500 Corporate Drive
Canonsburg, PA 15317

SURVEY COORDINATED BY:

GEOLINE SURVEYING, INC.
13430 NW 10th Terrace, Suite A, Alachua, FL 32615
Tel: (386) 418-9500 | Fax: (386) 462-8986

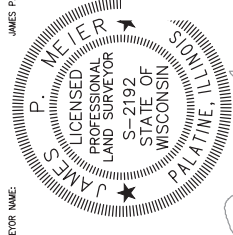
SURVEY PERFORMED BY:

MeritCorp Group, LLC
4222 Meridian Park, Ste 112, Aurora, IL 60506
Tel: 630-554-6655 | Fax: 630-228-0386 | Lic. No. 04-005860

DATE OF SURVEY: 9/23/2022
DRAWN BY: JPM
CHECKED BY: JPM
SURVEYING: MERITCORP GROUP, LLC
PROPERTY: 917 E MIFFLIN ST, BREEZE STEVENS FIELD, MADISON, WI
PROPERTY OWNER: CROWN CASTLE, LLC, Crown Castle USA, Inc., including its parents, subsidiaries and affiliated entities.

SURVEYOR NAME:

JAMES P. MEER



SIGNATURE
DATE
ZONING: "PR" PARKS AND RECREATION

FLOOD NOTE:
ZONE "X" PER MAP NO 55025C04286; EFF. ON

BEARING BASIS:
GRID NORTH - WI SOUTH ZONE STATE PLANE C SYSTEM, NAD83.

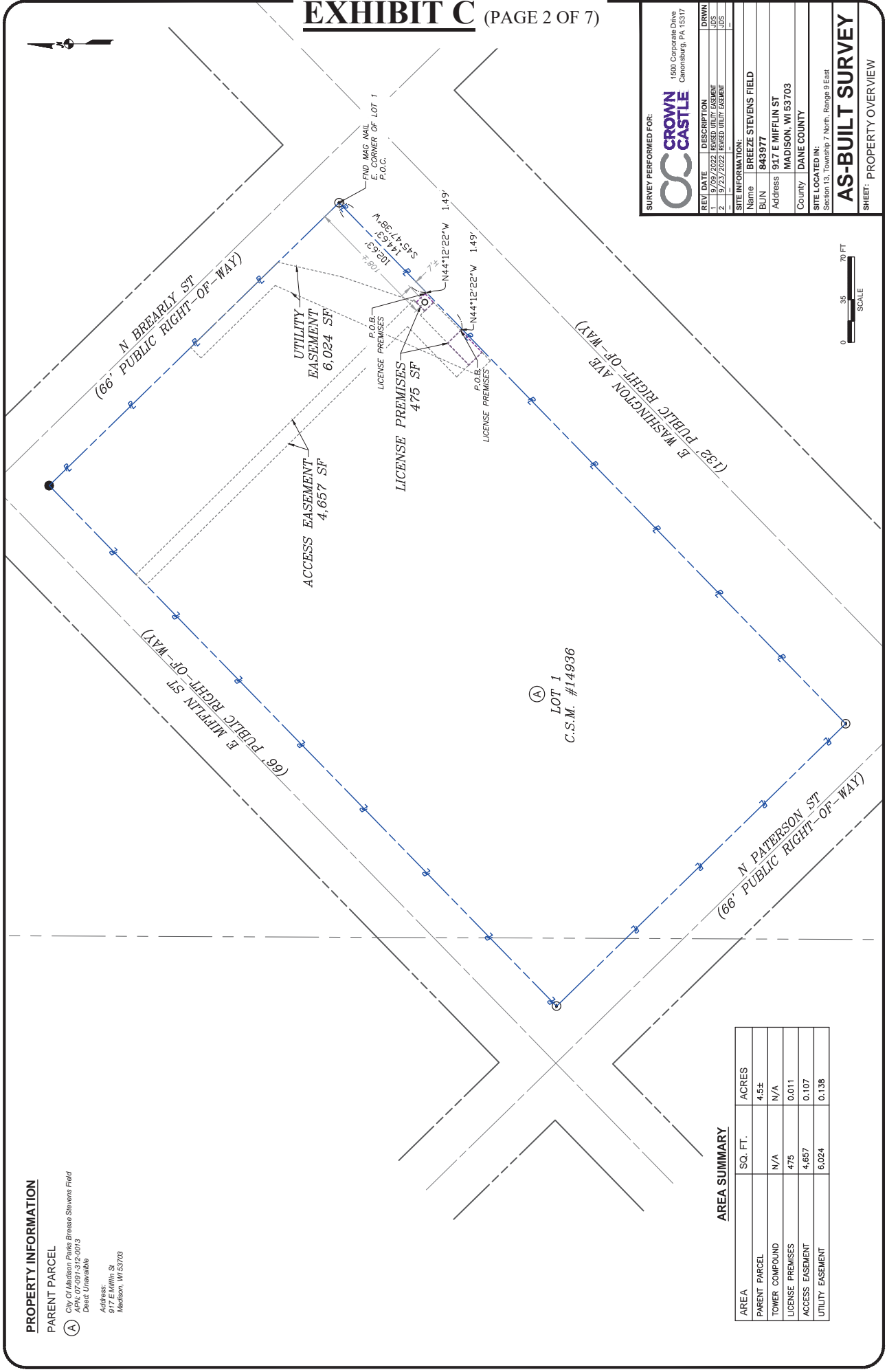
NOTES:
1. SURVEY PERFORMED ON 09/21/2021 (ADD SYSTEM NAD83, WITH NAD78 VERTICAL DATUM).
2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM, WITH NAD78 VERTICAL DATUM.
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN ARE ASSUMED TO BE AS SHOWN PER EVIDENCE ONLY.
4. ALL UTILITIES SHOWN ARE ASSUMED TO BE AS SHOWN PER EVIDENCE ONLY.
5. UNLESS OTHERWISE NOTED HEREON, ALL UTILITIES SHOWN ARE ASSUMED TO BE AS SHOWN PER EVIDENCE ONLY.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISION	JPM
2	9/23/2022	REVISION	JPM

SECTION INFORMATION:
Name: BREEZE STEVENS FIELD
BUJN: 843977
Address: 917 E MIFFLIN ST
MADISON, WI 53703
County: DANE COUNTY
SITE LOCATED IN:
Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: COVER SHEET



PROPERTY INFORMATION

PARENT PARCEL
 City Of Madison Parks Breeze Stevens Field
 APN: 07-091-312-0013
 Dated: Unavailable
 Address: 917 E Mifflin St
 Madison, WI 53703



(A)
 LOT 1
 C.S.M. #14936

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	4,657	4.54
TOWER COMPOUND	N/A	N/A
LICENSE PREMISES	475	0.011
ACCESS EASEMENT	4,657	0.107
UTILITY EASEMENT	6,024	0.138

SURVEY PERFORMED FOR:



1500 Corporate Drive
 Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISION: UTILITY EASEMENT	JDS
2	9/23/2022	REVISION: UTILITY EASEMENT	JDS

SITE INFORMATION:

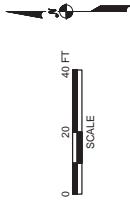
Name: BREEZE STEVENS FIELD
 BUJN: 843977
 Address: 917 E MIFFLIN ST
 City: MADISON, WI 53703
 County: DANE COUNTY

SITE LOCATED IN:
 Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY
 SHEET: PROPERTY OVERVIEW



EXHIBIT C (PAGE 3 OF 7)



CROWN CASTLE
 1500 Corporate Drive
 Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASEMENT	JDS
2	9/23/2022	REVISED UTILITY EASEMENT	JDS

SITE INFORMATION:
 Name: BREEZE STEVENS FIELD
 BUIN: 843977
 Address: 917 E MIFFLIN ST
 County: MADISON, WI 53703
 DANE COUNTY

SITE LOCATED IN:
 Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY
 SHEET: ACCESS EASEMENT OVERVIEW

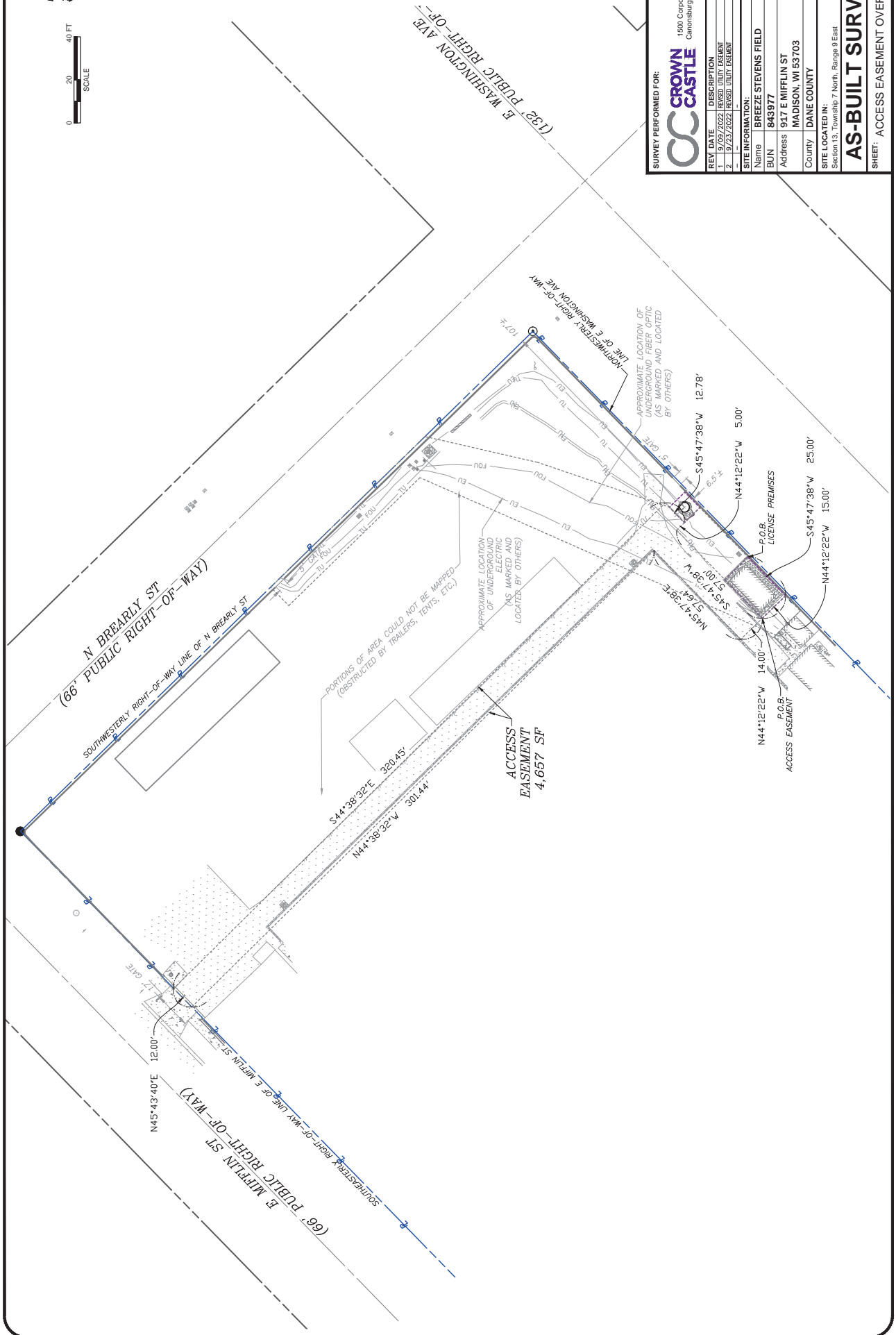
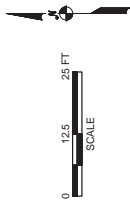


EXHIBIT C (PAGE 4 OF 7)



SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASEMENT	JDS
2	9/23/2022	REVISED UTILITY EASEMENT	JDS

SITE INFORMATION:

Name: BREEZE STEVENS FIELD
 BUJN: 843977
 Address: 917 E WIFFLIN ST
 City: MADISON, WI 53703
 County: DANE COUNTY

SITE LOCATED IN:
 Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY
 SHEET: UTILITY EASEMENT OVERVIEW

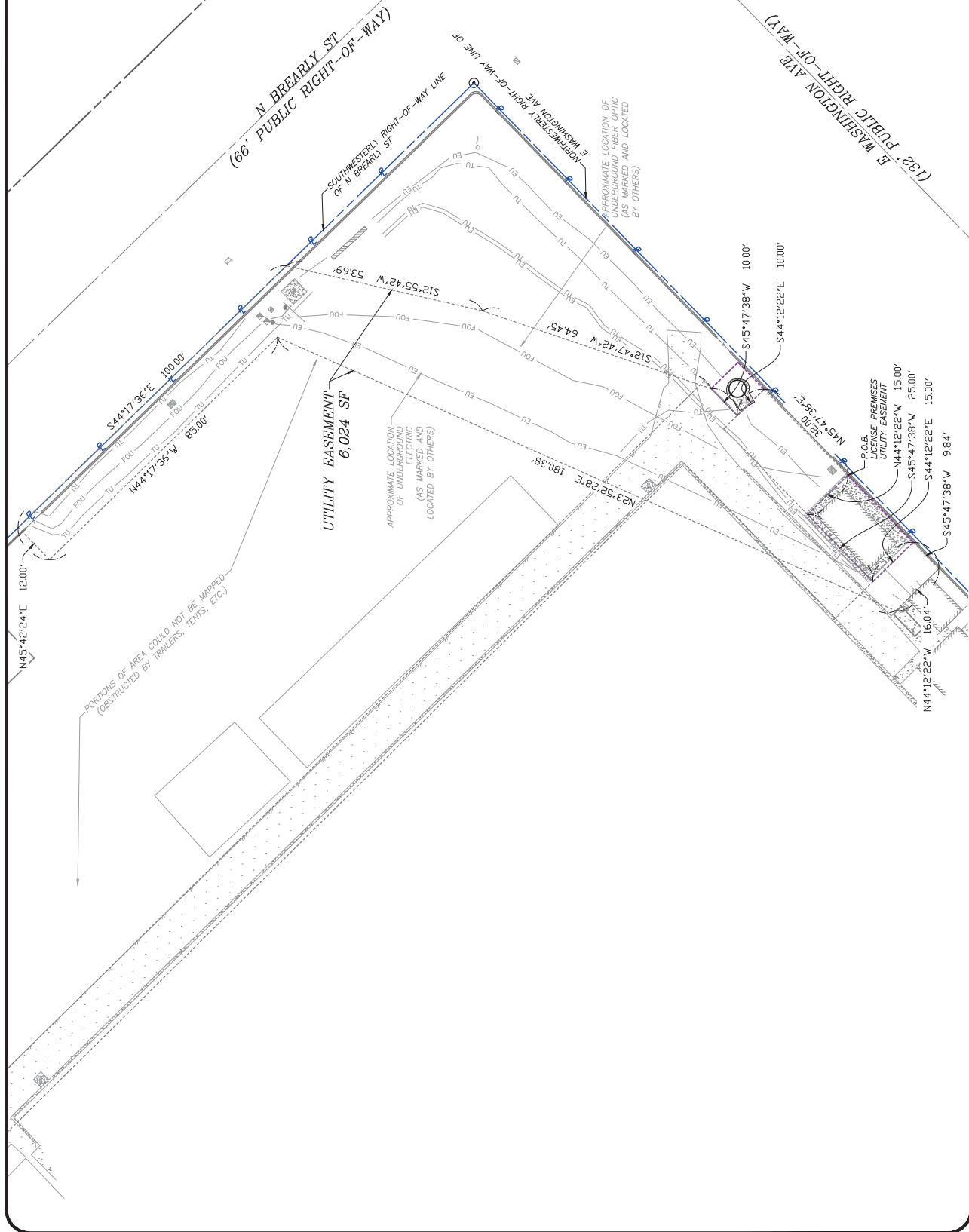
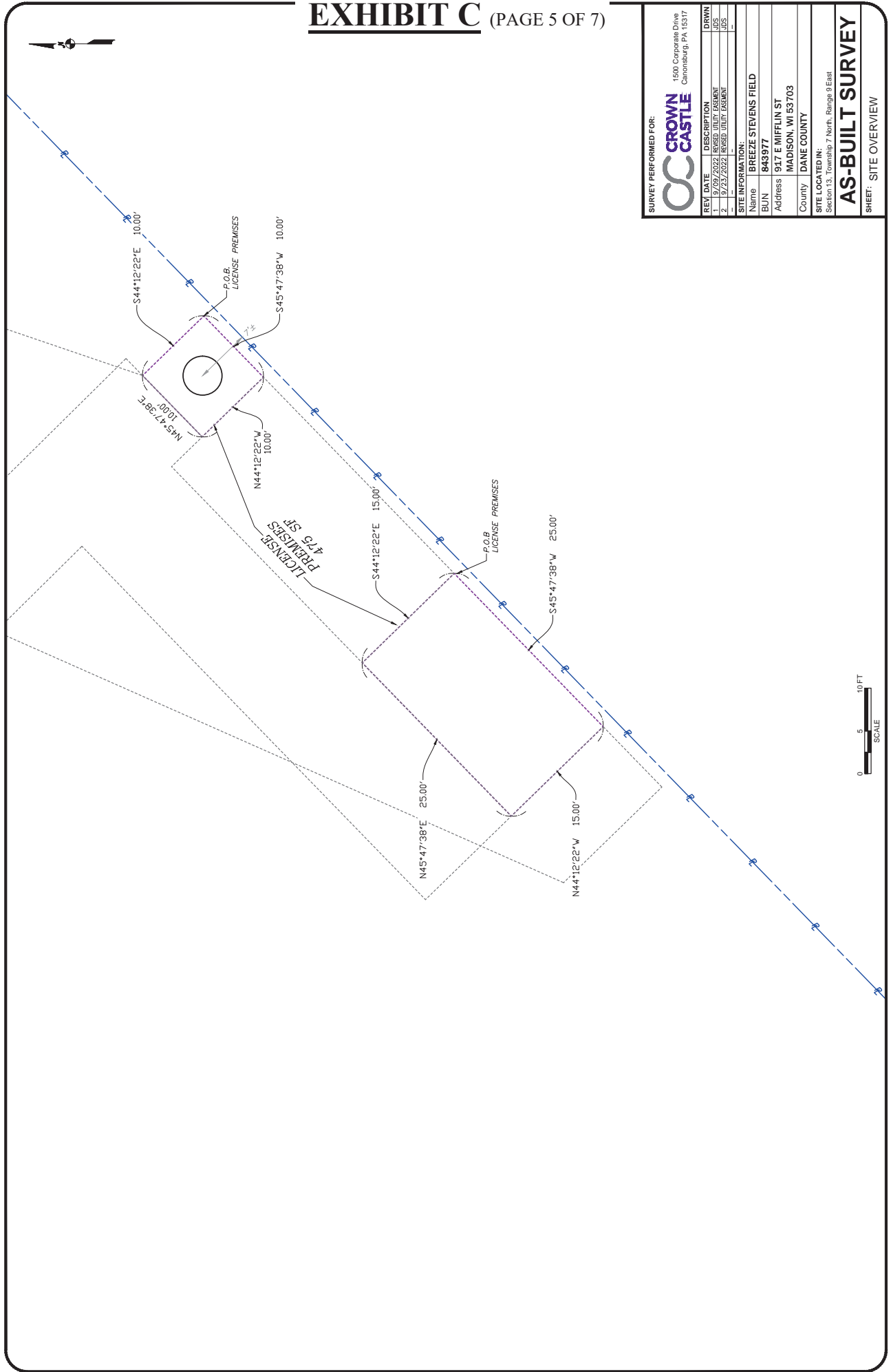


EXHIBIT C (PAGE 5 OF 7)



SURVEY PERFORMED FOR:



1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	ISSUED: utility easement	JDS
2	9/23/2022	REVISED: utility easement	JDS

SITE INFORMATION:

Name	BREEZE STEVENS FIELD
BUN	843977
Address	917 E MIFFLIN ST
County	MADISON, WI 53703
County	DANE COUNTY

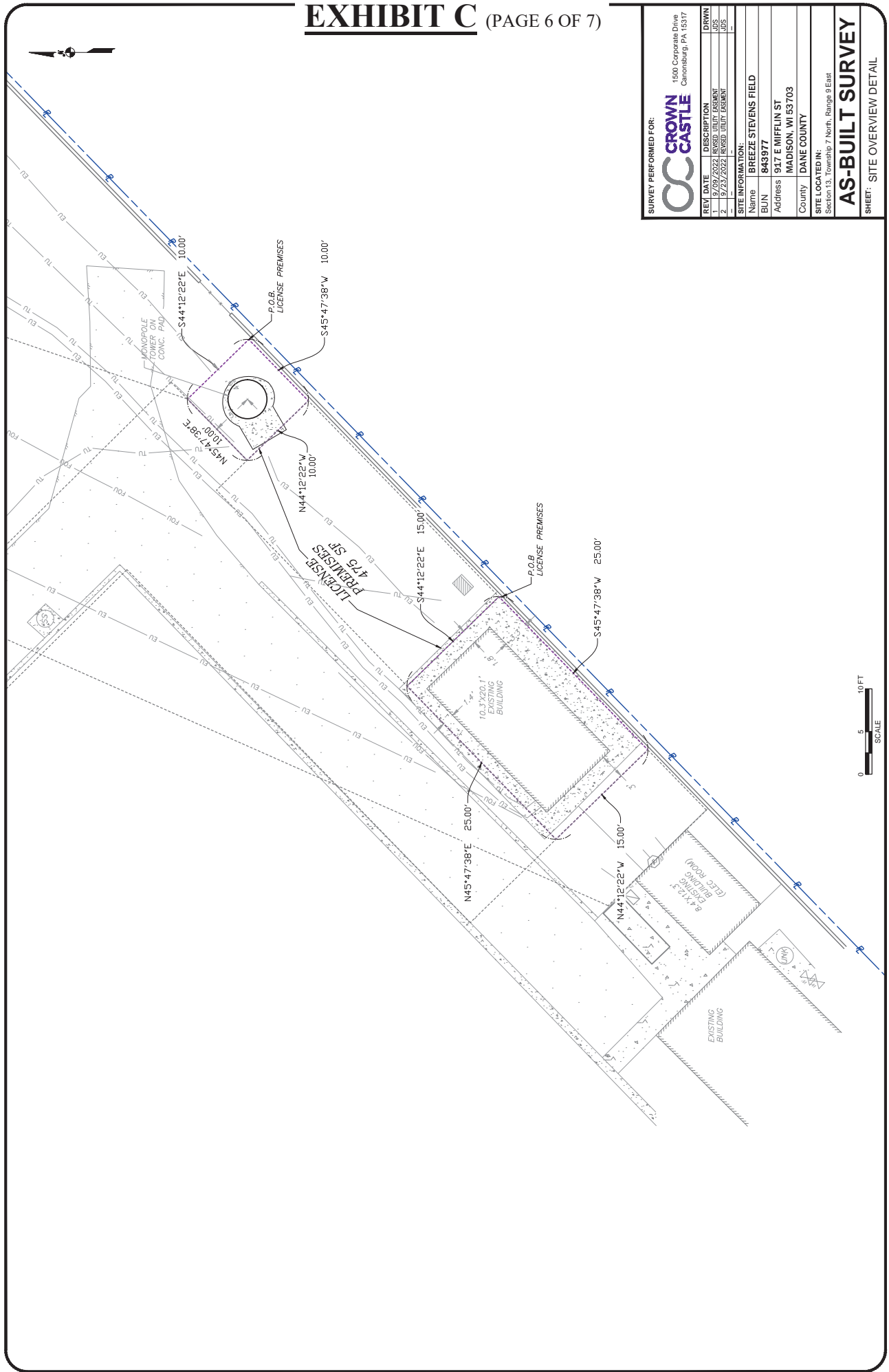
SITE LOCATED IN:
Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: SITE OVERVIEW



EXHIBIT C (PAGE 6 OF 7)



SURVEY PERFORMED FOR:

CROWN CASTLE 1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REVISED UTILITY EASMENT	JDS
2	9/23/2022	REVISED UTILITY EASMENT	JDS

SITE INFORMATION:

Name: BREEZE STEVENS FIELD
 BUJN: 843977
 Address: 917 E WIFFLIN ST
 MADISON, WI 53703
 County: DANE COUNTY

SITE LOCATED IN:
 Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY
 SHEET: SITE OVERVIEW DETAIL



LICENSE PREMISES

(AS CREATED)

THAT PART OF LOT 1 IN CERTIFIED SURVEY MAP NUMBER 14936, AS RECORDED IN VOLUME 105 OF PLATS, ON PAGE 102, RECORDED AS DOCUMENT NUMBER 5444813 IN THE DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST CORNER OF SAID LOT 1; THENCE SOUTH 45°47'38" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST WASHINGTON AVENUE, 144.63 FEET; THENCE NORTH 44°12'22" WEST, 1.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°47'38" WEST, 25.00 FEET; THENCE NORTH 44°12'22" WEST, 15.00 FEET; THENCE SOUTH 45°47'38" EAST, 25.00 FEET; THENCE SOUTH 44°12'22" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

AND ALSO

COMMENCING AT THE EASTERNMOST CORNER OF SAID LOT 1; THENCE SOUTH 45°47'38" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST WASHINGTON AVENUE, 102.63 FEET; THENCE NORTH 44°12'22" WEST, 1.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°47'38" WEST, 10.00 FEET; THENCE NORTH 44°12'22" WEST, 10.00 FEET; THENCE SOUTH 45°47'38" EAST, 10.00 FEET; THENCE SOUTH 44°12'22" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 475 SQUARE FEET (0.011 ACRES), MORE OR LESS.

ACCESS EASEMENT

(AS CREATED)

THAT PART OF LOT 1 IN CERTIFIED SURVEY MAP NUMBER 14936, AS RECORDED IN VOLUME 105 OF PLATS, ON PAGE 102, RECORDED AS DOCUMENT NUMBER 5444813 IN THE DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST CORNER OF SAID LOT 1; THENCE SOUTH 45°47'38" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST WASHINGTON AVENUE, 144.63 FEET; THENCE NORTH 44°12'22" WEST, 1.49 FEET; THENCE SOUTH 45°47'38" WEST, 25.00 FEET; THENCE NORTH 44°12'22" WEST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 44°12'22" WEST, 14.00 FEET; THENCE NORTH 45°47'38" EAST, 57.64 FEET; THENCE NORTH 44°38'32" WEST, 301.44 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EAST MIFFLIN STREET; THENCE NORTH 45°47'38" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 12.00 FEET; THENCE SOUTH 44°38'32" EAST, 320.45 FEET; THENCE SOUTH 45°47'38" WEST, 12.78 FEET; THENCE NORTH 44°12'22" WEST, 5.00 FEET; THENCE SOUTH 45°47'38" WEST, 57.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,657 SQUARE FEET (0.107 ACRES), MORE OR LESS.

UTILITY EASEMENT

(AS CREATED)

THAT PART OF LOT 1 IN CERTIFIED SURVEY MAP NUMBER 14936, AS RECORDED IN VOLUME 105 OF PLATS, ON PAGE 102, RECORDED AS DOCUMENT NUMBER 5444813 IN THE DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST CORNER OF SAID LOT 1; THENCE SOUTH 45°47'38" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST WASHINGTON AVENUE, 144.63 FEET; THENCE NORTH 44°12'22" WEST, 1.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°12'22" WEST, 15.00 FEET; THENCE SOUTH 45°47'38" WEST, 25.00 FEET; THENCE SOUTH 44°12'22" EAST, 15.00 FEET; THENCE NORTH 45°47'38" WEST, 9.84 FEET; THENCE NORTH 44°17'36" WEST, 85.00 FEET; THENCE NORTH 23°52'28" EAST, 180.38 FEET; THENCE NORTH 44°17'36" WEST, 85.00 FEET; THENCE NORTH 45°42'24" EAST, 12.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORTH BREARLY STREET; THENCE SOUTH 44°17'36" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 100.00 FEET; THENCE SOUTH 42°55'43" WEST, 63.69 FEET; THENCE SOUTH 18°47'42" WEST, 64.45 FEET; THENCE SOUTH 45°47'38" WEST, 10.00 FEET; THENCE SOUTH 44°12'22" EAST, 10.00 FEET; THENCE SOUTH 45°47'38" WEST, 32.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,024 SQUARE FEET (0.138 ACRES), MORE OR LESS.

SURVEY PERFORMED FOR:



1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	9/09/2022	REKSD UTILITY EASEMENT	JDS
2	9/23/2022	REKSD UTILITY EASEMENT	JDS

SITE INFORMATION:

Name	BREEZE STEVENS FIELD
BUN	843977
Address	917 E MIFFLIN ST
County	MADISON, WI 53703

SITE LOCATED IN:

Section 13, Township 7 North, Range 9 East

AS-BUILT SURVEY

SHEET: LEGAL DESCRIPTIONS

EXHIBIT D

	Lease Year	Lease Period	Lease Fee
Initial Term	1	06/18/2021 – 06/17/2022	\$30,000.00
	2	06/18/2022 – 06/17/2023	\$30,900.00
	3	06/18/2023 – 06/17/2024	\$31,827.00
	4	06/18/2024 – 06/17/2025	\$32,781.81
	5	06/18/2025 – 06/17/2026	\$33,765.26
First Renewal Term	6	06/18/2026 – 06/17/2027	\$34,778.22
	7	06/18/2027 – 06/17/2028	\$35,821.57
	8	06/18/2028 – 06/17/2029	\$36,896.22
	9	06/18/2029 – 06/17/2030	\$38,003.10
	10	06/18/2030 – 06/17/2031	\$39,143.20
Second Renewal Term	11	06/18/2031 – 06/17/2032	\$40,317.49
	12	06/18/2032 – 06/17/2033	\$41,527.02
	13	06/18/2033 – 06/17/2034	\$42,772.83
	14	06/18/2034 – 06/17/2035	\$44,056.01
	15	06/18/2035 – 06/17/2036	\$45,377.69
Third Renewal Term	16	06/18/2036 – 06/17/2037	\$46,739.02
	17	06/18/2037 – 06/17/2038	\$48,141.19
	18	06/18/2038 – 06/17/2039	\$49,585.43
	19	06/18/2039 – 06/17/2040	\$51,072.99
	20	06/18/2040 – 06/17/2041	\$52,605.18

EXHIBIT E
(page 1 of 2)

EQUIPMENT MODIFICATION REQUEST FORM

A. GENERAL INFORMATION

1. Date of Request: _____
2. Address: 917 E. Mifflin Street, Madison, WI 53703
3. City Real Estate Project No.: 5030
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

LICENSE

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

This License is entered into this 10th day of January, 2023, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (“City”), and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company (“Licensee”).

WITNESSETH:

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

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

WHEREAS, the 2002 License pertains to the placement by the Licensee of telecommunications equipment on the City-owned water tower located at 4724 Spaanem Avenue, Madison, Wisconsin, together with the placement of a telecommunications shelter for housing telecommunications equipment on land near the base of the tower; and

WHEREAS, the term of the 2002 License is scheduled to expire on March 31, 2022, and the Licensee desires to continue to operate and maintain its telecommunications equipment at the site, and the City is agreeable to allowing such continued use.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Termination of 2002 License. The 2002 License shall terminate effective as of midnight of the day immediately preceding the “Effective Date” set forth in Paragraph 3.
2. Premises. The City hereby grants to the Licensee the continued right to place telecommunications antennas and ancillary equipment on the City-owned water tower (“Tower”) located at 4724 Spaanem Avenue, Madison, Wisconsin, and to place telecommunications equipment within a telecommunications shelter on land near the base of the Tower (“Land”). The Tower and the Land are located on property (“Property”) described on Exhibit A and are depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference. The Land and the space on the Tower are hereinafter collectively referred to as the “Premises”.
3. Term. This License shall be for an initial term of five (5) years, subject to early revocation or termination pursuant to the terms of this License. This License shall commence as of April 1, 2022 (the “Effective Date”) and expire on March 31, 2027.

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5883705
01/25/2023 01:48 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 42**

****The above recording information verifies that this document has been electronically recorded and returned to the submitter.****

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

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

4. Renewal. This License may be renewed for three (3) subsequent five (5) year terms upon agreement of the parties as to the terms of the renewal. If the Licensee desires to renew this License, the Licensee must give notice in writing to the City a minimum of one hundred eighty (180) days prior to the expiration of the initial term or any renewal term in the manner specified in Paragraph 27. Following receipt of such notice, the City shall indicate by written notice to the Licensee, given within sixty (60) days after receipt of the Licensee's notice, of its approval or denial of the Licensee's request for renewal. The City shall not unreasonably withhold, condition or delay its approval of the Licensee's notice of renewal, and the parties shall negotiate in good faith as to the terms of the renewal.
5. 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.
6. Use.
 - a. The Licensee's use of the Premises shall be limited to the placement, construction, operation, maintenance, repair, replacement and removal of up to nine (9) telecommunications antennas ("Antenna" or "Antennas") on the Tower. The Licensee shall also be permitted to install ancillary equipment (e.g. remote radio units, tower mounted amplifiers, etc.) ("Ancillary Equipment") on the Tower. The Antennas and Ancillary Equipment are hereinafter collectively referred to as the "Equipment." The Licensee shall have the right to place an additional three (3) telecommunications antennas on the Tower at any time during the term of this License, subject to the provisions of Paragraph 9.
 - b. The Licensee shall also be permitted to operate, maintain, repair, replace and remove the existing communications shelter ("Shelter") on the Land, together with wiring and conduit necessary to connect the Equipment on the Tower and the Shelter and to provide necessary utility service thereto. The current as-built construction drawings, including a complete and detailed inventory of all Equipment and improvements installed on the Tower and upon the Land, are attached hereto as Exhibit C and made part of this License by reference. The parties acknowledge that this License is non-exclusive and that the City will continue to use the Tower and shall have the right to lease or grant other licenses to one or more entities on the Tower, provided that any such subsequent use, lease, or license shall not interfere with the Licensee's rights under this License.
7. Acceptance of Premises. The Licensee has taken possession of the Premises pursuant to the 2002 License. The taking of possession of the Premises by the Licensee is conclusive evidence that the Licensee:
 - a. accepts the Premises as suitable for the purposes for which it is licensed; and
 - b. accepts the Premises and every part thereof in an as-is condition, with all defects, except for latent defects.

8. Administrative Fees.

- a. The Licensee shall pay to the City a one-time administrative fee of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), due within sixty (60) days after the date this Lease is signed by both parties, as payment of the City's costs of negotiating and processing this License.
- b. The Licensee shall pay to the City an administrative fee of Two Thousand and no/100 Dollars (\$2,000.00) for each subsequent amendment to this License, if any, except for (i) an amendment requested by City, or (ii) necessitated by City's actions, in which case no administrative fee shall be due from Licensee.

9. License Fee.

- a. The Licensee shall pay to the City a base annual fee ("Base Antenna Fee") of Thirty Thousand and 00/100 Dollars (\$30,000.00) for the right to install Equipment occupying up to one hundred (100) cubic feet of air space on the Tower and for the use of the Land. The Base Antenna Fee shall increase annually by three percent (3%) effective as of each anniversary of the Effective Date of this License.
- b. The Licensee shall pay an annual "Additional Fee" of Twenty-five and no/100 Dollars (\$25.00) per cubic foot of air space on the Tower occupied by Equipment in excess of the 100 cubic feet of air space allowed in Paragraph 9.a. above, which Additional Fee shall be indexed at a rate of three percent (3%) annually, calculated retroactively for each full year since the Effective Date.
- c. The Base Antenna Fee and Additional Fee are hereinafter collectively referred to as the "License Fee". The License Fee schedule is set forth in attached Exhibit D.
- d. The first payment shall be due upon the Effective Date of this License. Subsequent License Fee payments shall be due on or before the anniversary of the Effective Date of this License. All payments are to be made to the City Treasurer, referenced to Real Estate Project No. 5048, and sent or personally delivered to the City's Economic Development Division at the address specified in Paragraph 27.
- e. In addition to the provisions of Paragraph 20, the City shall have the right, under this Paragraph, to send late payments of the License Fee to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.
- f. In the event the Licensee, in accordance with Paragraph 6, places three (3) additional telecommunications antennas on the Tower, the annual License Fee payable thereafter shall become payable effective upon the installation of the additional antennas and shall be prorated for any partial year.

10. Interference.

The Licensee's installation, operation, and maintenance of the Equipment and Shelter shall not damage or interfere in any way the City's Tower operations or related repair and maintenance activities or with such activities of other licensees. The Licensee agrees to cease all such actions

which materially interfere with the City's use of the Tower immediately upon actual notice of such interference, provided however, in such case, the Licensee shall have the right to terminate the License. The City, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve the Premises, excluding the Equipment, in connection with Tower operations as may be necessary, including licensing part of the Tower and/or the Land to others, subject to the terms hereof. Except in cases of emergency, the City will endeavor to provide the Licensee with written notice in advance of any scheduled repair, maintenance, alteration or improvement of the Premises. The Licensee agrees to reimburse the City for any additional repair, maintenance, alteration or improvement costs which the City incurs as a result of the Licensee's Equipment being located on the Tower. The City shall attempt to minimize, at no additional expense to the City, any disturbance to the Licensee's operations during such repairs, maintenance, alterations or improvements. Should the City's activities interfere with the Licensee's operation, the City shall, if feasible, allow the Licensee to install temporary facilities, at its sole cost, on the Property until such activities are completed.

Before making any modifications to the existing Equipment, the Licensee shall provide to the City, at the Licensee's expense, an interference study indicating whether the Licensee's modifications will interfere with any existing communications facilities on the Tower and an engineering study indicating whether the Tower is able to structurally support the modifications to the Licensee's Equipment without prejudice to the City's primary use of the Tower.

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

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

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

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

11. 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.

12. 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.

13. Special Conditions.

- a. The Licensee shall work to minimize the impact of any and all cable routes on the overall operation of and clearance spaces within the Tower. If the City finds Licensee's cables to be intruding into the City's work or access space, the Licensee shall reroute, resize or eliminate the interfering cable to the satisfaction of the City.
- b. The Licensee shall limit the number of structural penetrations into the Tower to what is reasonably required for Licensee's use of the Premises. Licensee agrees not to make any unnecessary structural penetrations into the Tower. The City may review Licensee's proposed structural penetrations and provide feedback to Licensee. Licensee shall use good faith efforts to attempt to address the City's feedback regarding Licensee's proposed structural penetrations. The City may limit the use of existing structural penetrations and may limit the size and location of any proposed structural penetrations, as long as such limitations do not unreasonably interfere with Licensee's use of the Premises or Licensee's rights under this License. This penetration limit may require the Licensee to reroute or resize some cables to the extent reasonable and practicable for Licensee's use, in order to meet the needs of the City.
- c. No exterior storage of material, equipment or vehicles is permitted on the Property, except the temporary and orderly placement of items in conjunction with maintenance, repair, replacement or removal activities.
- d. The Licensee shall be responsible for maintaining the Equipment and the Shelter.
- e. The Licensee shall have non-exclusive, unlimited access, 24 hours a day, 7 days a week, 365 days a year, to the Land.
- f. Access to the Tower shall be provided to the Licensee at all times upon notice to the City. The Licensee shall arrange for access to the Tower by contacting the City's Water Works Operator at (608) 266-4665 a minimum of two (2) business days in advance of the Licensee's desired access date. In the event of an emergency, shorter advance notice to the Water Works Operator shall be permissible. At all times during which the Licensee has access to the Tower, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Tower are properly secured in order to prevent unauthorized access to the Tower. The Licensee shall be assessed a penalty of Two Thousand and no/100 Dollars (\$2,000.00) for each instance of 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.

- g. At all times during which the Licensee has access to the Premises, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Premises are properly secured when not in use in order to prevent unauthorized access to the Premises. The Licensee shall be assessed a penalty of Two Thousand and no/100 Dollars (\$2,000.00) for each instance of non-compliance with the requirements of this Subparagraph, payable within forty-five (45) days after Licensee's receipt of notice and invoice from the City; and, in the event that curing such violation requires the Licensee to access the Premises, the City shall grant the Licensee such access as soon as reasonably possible after providing notice of such violation.
- h. The City shall not be liable for any damage to the Equipment, Shelter or other site improvements except to the extent caused by the gross negligence or willful misconduct of the City.
- i. Any modifications to the Equipment or Shelter shall be subject to the written approval of the City and any other required governmental approvals before the Licensee may begin the modification of the Equipment and/or Shelter. The Licensee shall complete and submit to the City the Equipment Modification Form attached as Exhibit E, together with all requisite studies and reports. The City shall have a minimum of thirty (30) days to review and comment on the Licensee's submission of the Equipment Modification Form. In the event a modification should result in a change to the License Fee calculation set forth in Exhibit D, the parties agree to enter into an amendment to this License for the purpose of updating Exhibit D. The adjustment to the License Fee shall be effective upon the date the City issues a consent letter allowing for the Equipment Modification, regardless of the actual date of installation on the Tower, and shall be prorated for any partial year. Notwithstanding any provision of this Subparagraph to the contrary, without obtaining the City's prior consent, the Licensee shall have the right to: (i) make additions, alterations or improvements to the Licensee's equipment housed within any Shelter on the Premises; and (ii) replace any or all of its Equipment installed on or about the Tower with replacement equipment of the same kind, which is reinstalled in the same place and position and is of the same size and weight as the replaced Equipment.
- j. In the event the City requires the expertise of a third party engineer/consultant to review the installation of the Licensee's Equipment and/or Shelter, or any future modifications to the Licensee's Equipment and/or Shelter, the Licensee shall be required to reimburse the City of Madison Water Utility ("MWU") reasonable costs incurred by the MWU as a result of hiring said engineer/consultant. MWU or the City shall provide sufficient supporting documentation and detailed invoices evidencing such reasonable costs to Licensee within thirty (30) days of the date on which such costs were incurred, in order for MWU to be entitled to such reimbursement. Such third-party review shall include, but not be limited to, the following: the review of plans and specifications; review of structural, interference, and other reports; and on-site inspections and meetings. All fees and invoices must be paid within forty-five (45) days after the MWU sends the Licensee an invoice for the same together with reasonable supporting documentation evidencing such fees as set forth herein.
- k. The Equipment shall remain the exclusive property of the Licensee.

- l. The Licensee shall in no way encumber, or allow to be encumbered, the City's title to the Premises.
 - m. Within thirty (30) days following any modification to the Equipment and Shelter, the Licensee shall provide the City with an as-built construction drawings showing the actual location of the Equipment and Shelter installed on the Premises. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment installed on the Tower and the Land.
 - n. The Licensee shall, at its own expense, keep and maintain the Premises in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, any required paving, general repairs, removal of garbage and debris, snow removal, landscape and upkeep. No exterior storage of materials, equipment or vehicles is permitted on the Premises, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.
 - o. The Licensee agrees to join and maintain membership in Diggers Hotline and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this License.
14. Destruction of Premises. If the Tower is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the City shall have the option to repair or replace the Tower at its sole expense or to revoke the License effective on the date of such damage or destruction. In the event the City revokes the License, the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunications operations for a period not to exceed one (1) year, unless otherwise agreed to by the City and the Licensee. If the City elects to repair or replace the Tower, the annual License Fee shall be abated until such repair or replacement is completed and any prepaid License Fee for such abatement period shall be a credit against the License Fee for the following year. During the abatement period the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunication operations. Said temporary facilities shall not interfere with the City's repair or replacement activities. If the City undertakes such repair or replacement but cannot complete the same within a reasonable period of time, which shall not be less than sixty (60) days and not greater than two hundred seventy (270) days, after the damage or destruction occurred, the Licensee may terminate the License upon written notice to the City, effective as of the date that the damage or destruction occurred. In such event, the Licensee shall have no further obligations under this License (except any obligations that by their nature or by their language survive termination). In the event of revocation or termination of the License under this Paragraph, any License Fee that has been prepaid for the period following the revocation or termination shall be prorated on a per diem basis and refunded to the Licensee. The restoration of City services shall be given the highest priority in the event that any of the City's services and the Licensee's telecommunication services are interrupted at the same time, unless otherwise agreed to by the City and the Licensee at the time of restoration.

15. 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 prorata square foot basis as the area of the Premises bears in relation to the Property with respect to the Land and for all taxes imposed on the full value of the Licensee's improvements, if any, constructed on the Land.
 - b. 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 and Shelter.
16. 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.
17. 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.
18. Insurance. The Licensee shall carry commercial general liability insurance per ISO form CG 00 01 or its substantial equivalent covering as insured the Licensee and including the City, its officers, officials, agents and employees as additional insureds by endorsement as respects this License, with a limit of \$1,000,000 per occurrence and \$5,000,000 in the aggregate. This policy shall also provide contractual liability coverage in the same amount, and apply on a primary and noncontributory basis. Licensee shall provide the City thirty (30) days advance written notice of cancellation or non-renewal of the policy unless replaced during the term of this License. As evidence of this coverage, the Licensee shall furnish the City with a certificate of insurance on an ACORD form, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this License is in effect, the Licensee shall provide a renewal certificate to the City for approval.
19. 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 Licensee shall assume in writing all of the obligations of the Licensee under the terms and conditions of this License. The Licensee shall promptly provide to the City documentation of any assignment of this License.

20. 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 19.
- vi. The abandonment by the Licensee of the Premises.
- vii. The Licensee's use of the Premises for an illegal purpose.
- viii. In the event the Licensee fails to eliminate interference or to cease its operations as required by Paragraph 10.

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

(2) In the event that the Licensee shall fail to maintain insurance as required by this License, the City may elect to: (a) immediately revoke this License and cause the removal of all Equipment installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this License and charge the Licensee the cost of same as an Additional Fee. In the event of revocation under this Subparagraph, any License Fee that has been prepaid shall be retained by the City as liquidated damages.

(3) By giving the Licensee thirty (30) days written notice specifying the nature of the default in the event the Licensee defaults in the performance of any term or condition

of this License other than those as set forth in Subparagraphs 20.a.(1) and 20.a.(2). Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Licensee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Licensee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of revocation under this Subparagraph, any prepaid License Fee shall be prorated on a per diem basis and refunded to the Licensee.

- (4) Effective at any time following the expiration of the initial five (5)-year term, by giving the Licensee a minimum of one (1) year's prior written notice of revocation in the event the Premises, in the sole discretion of the governing body of the City, are desired for any public purpose or use, which use shall exclude the Licensee's permitted use under this License and any similar private use by any additional telecommunications provider. Any License Fee that has been prepaid for the period following the date the Equipment is relocated shall be prorated on a per diem basis and refunded to the Licensee. In the event of revocation under this Subparagraph, the City shall use its best efforts to provide the Licensee with a satisfactory alternate location on City-owned property which would allow for comparable telecommunications coverage.
 - b. Failure of the City to declare this License revoked upon the breach or default of the Licensee for any reason set forth in Subparagraphs 20.a.(1), 20.a.(2) or 20.a.(3) shall not operate to bar or destroy any right of the City to revoke this License for any subsequent breach or default of any term or condition of this License.
 - c. The Licensee shall have the right to terminate this License at any time during the initial term of this License or any renewal terms by giving the City a minimum of one (1) year's written notice of termination. In the event of termination under this Subparagraph, the date of termination must coincide with the anniversary of the Effective Date.
21. 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 24.
22. 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 federal government and any other governmental authority having jurisdiction over the Premises. The Licensee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Licensee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

23. 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 in violation of any applicable federal, state or local law, regulation or rule, and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof, which was caused by the Licensee or any of its employees or agents. "**Hazardous substance**" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property. This paragraph shall survive termination and assignment or transfer of this License.
24. 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, except any loss incurred under Paragraph 14. Removal of Equipment and repair of the Land and Tower shall be accomplished within sixty (60) days of expiration, revocation or termination of this License, except as may be adjusted by the City to allow for winter conditions. The expiration or termination of this License shall not become effective until removal and repair have been accomplished to the satisfaction of the City, however, during such removal and repair period the Licensee's right to use the Premises shall be limited to removal and repair activities. In the event the Licensee fails to accomplish said removal and repair, the City may cause the removal and repair to be accomplished at the Licensee's expense and with no liability or cost to the City. The City may waive or alter this removal and repair requirement if, at its sole discretion, it so chooses. Any such waiver or alteration shall not reduce the time allowed for the removal or repair activities or place conditions on the Licensee which are greater than those provided in this Paragraph. To ensure compliance under this Paragraph, the Licensee shall keep in effect throughout the term of this License a surety bond in the amount of \$10,000 with performance payment and maintenance clauses payable to the City.
25. Premises Required By Eminent Domain.

In the event the Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of this License, and the reversion and fee interests, shall belong to the City without any deduction therefrom for any present or future estate of the Licensee, and the Licensee hereby assigns to the City all of its right, title and interest to any such award. However, the Licensee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Licensee on account of interruption of the Licensee's business and for moving and relocation expenses.

In the event the whole of the Premises or any part thereof shall be taken or condemned so that the balance cannot be used for the same purpose and with substantially the same utility to the Licensee as immediately prior to such taking, this License shall terminate upon delivery of possession to the condemning authority and any License Fee that has been prepaid for the period following the termination shall be prorated on a per diem basis and refunded to the Licensee unless the Licensee will receive compensation for any prepaid License Fee from the condemning authority.

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

26. Right of Entry. The City or its representatives shall have the right to enter upon the Premises (but shall not have access to the Shelter or the Equipment without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the City) at any reasonable time for the following purposes:
- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this License or in the exercise of its police powers.
 - b. For the purpose of performing work related to any public improvement, provided that the City restore the Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Licensee agrees to hold the City harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement.
27. Notices. All notices to be given under the terms of this License shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For the City: City of Madison
Economic Development Division
Office of Real Estate Services
Madison Municipal Building
215 Martin Luther King, Jr. Boulevard
P.O. Box 2983
Madison, WI 53701-2983

For the Licensee: New Cingular Wireless PCS, LLC
Attn.: TAG – LA
Re: Cell Site #: WI0184;
Cell Site Name: East Monona (WI)
Fixed Asset #: 10014130
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: WI0184;
Cell Site Name: East Monona (WI)
Fixed Asset #: 10014130
208 S. Akard Street
Dallas, Texas 75202-4206

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

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or the Licensee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or the Licensee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
35. 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.
36. 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.
37. Amendment. No alteration, amendment, change, or addition to this License shall be binding upon the parties unless in writing and signed by them.
38. Conflict of Interest.
- a. The Licensee warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this License.
- b. The Licensee shall not employ or contract with any person currently employed by the City for any services included under the provisions of this License.
39. 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.
40. 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.
41. 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.

42. 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.
43. 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.
44. Counterparts, Electronic Signature and Delivery. This License may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this License may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this License may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this License may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this License, fully executed, shall be as valid as an original.

[Signatures on following two pages]

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

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

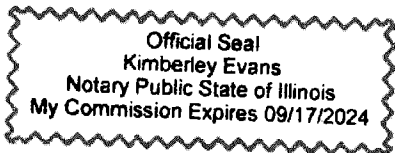
By: Allean Smith
(signature)

Name: Allean Smith
(print or type name)

Title: Senior-Tech Vendor Management
(print or type title)

State of ILLINOIS)
County of DuPAGE) ss.


Personally came before me this 25th day of August, 2022,
Allean Smith (name), Senior-Tech Vendor Management (title), of AT&T Mobility Corporation, Manager of the above named **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, known to be the person who executed the above foregoing instrument and Senior-Tech Vendor Management (title) of said limited liability company, and acknowledged that he/she executed the foregoing instrument as such Senior-Tech Vendor Management (title) as the deed of said limited liability company by its authority.

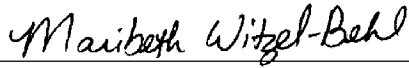


Kimberley Evans
Notary Public, State of ILLINOIS
Kimberley Evans

(Print or Type Name)
My Commission expires: 9-17-2024

CITY OF MADISON,
a Wisconsin municipal corporation

By: 
Satya Rhodes-Conway, Mayor


By: 
Maribeth Witzel-Behl, City Clerk

AUTHENTICATION


The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this 10th day of January, 2023.


Matthew Robles, Assistant City Attorney
Member of the Wisconsin Bar


Approved:

 12/21/2022
David Schmiedicke
Finance Director
Date

Approved:

 12/21/2022
Eric Veum
Risk Manager
Date

Approved as to form:

 1/9/23
Michael Haas
City Attorney
Date

Execution of this License by the City of Madison is authorized by Resolution Enactment No. RES-22-00770, File ID No. 73935, adopted by the Common Council of the City of Madison on November 1, 2022.

Drafted by the City of Madison Office of Real Estate Services

Project No. 5048

EXHIBIT A

Legal Description

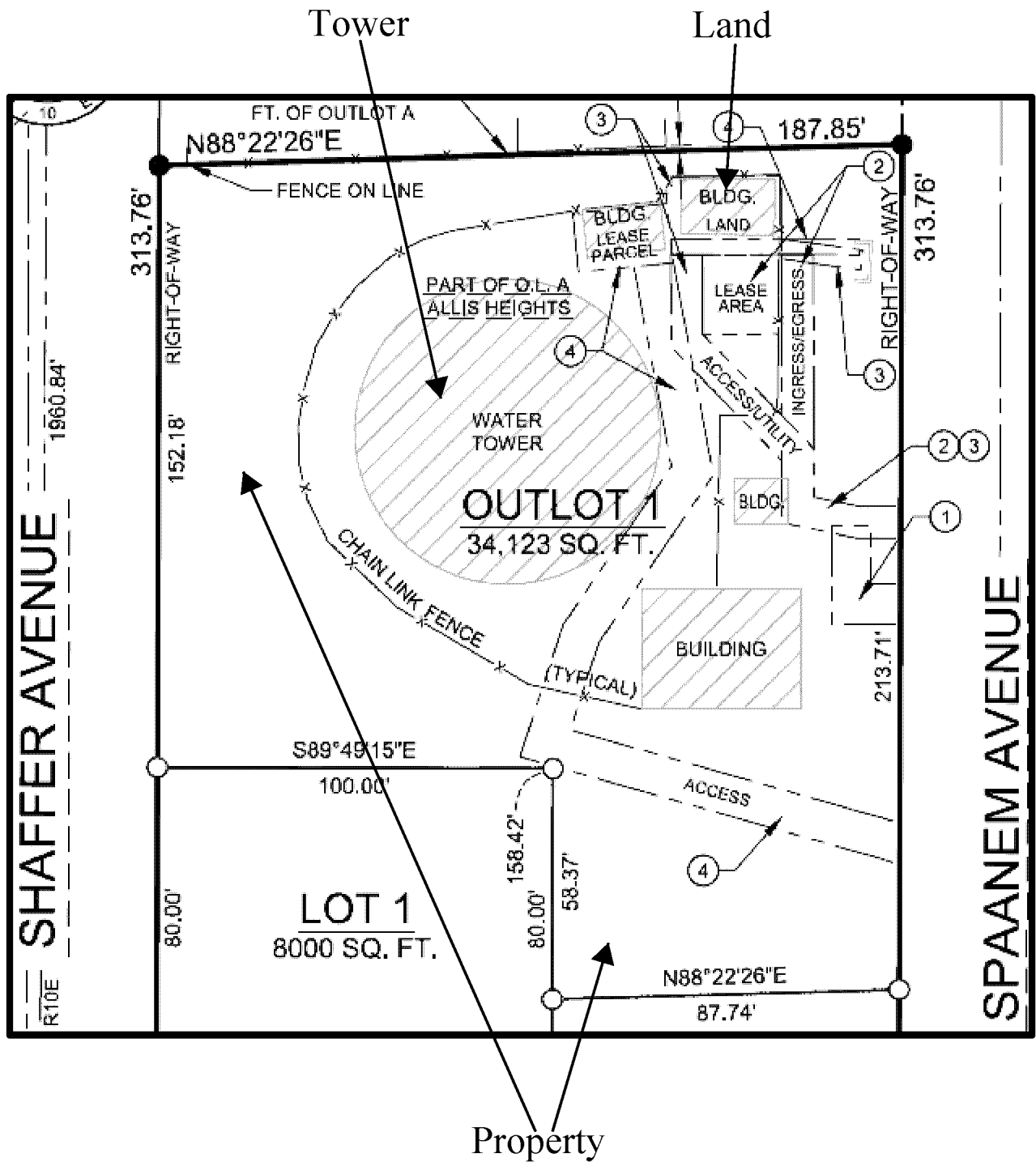
The Property:

Outlot 1 of Certified Survey Map No. 14523, recorded in Volume 100 of Certified Survey Maps, Page 116, in the office of the Dane County Register of Deeds, located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 16, Town 7 North, Range 10 East, City of Madison, Dane County, Wisconsin.

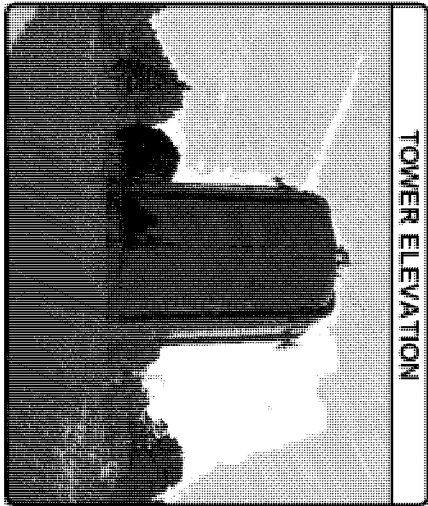
Note: The Land is located as shown on Exhibit B to the License. The Licensee's use of the Land includes the non-exclusive right to locate underground facilities within the easement corridors shown on Exhibit B.

EXHIBIT B

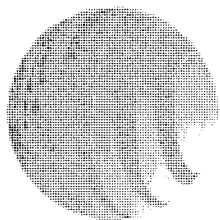
Site Plan



TOWER ELEVATION



As Built 8/1/2018 by Nick Glaves- Key Tower, LLC



at&t
930 NATIONAL PARKWAY
SHAUMBURG, IL 60173

SITE NAME:

EAST MONONA

FA # / SITE ID:

10014130 / WI0184

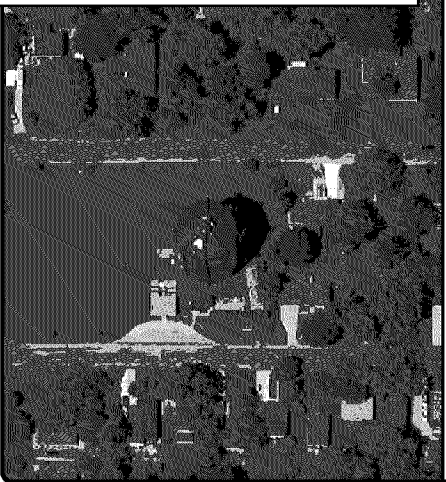
PROJECT TYPE:

LTE 4C / LTE 5C

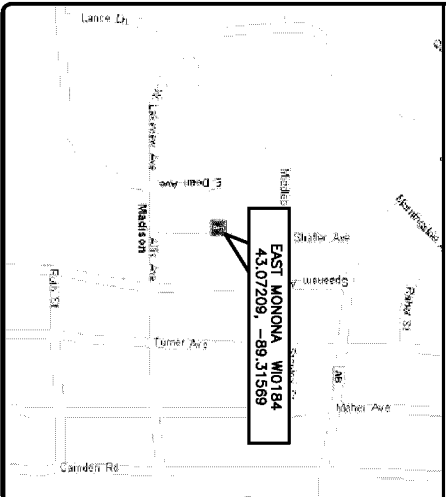
STRUCTURE TYPE:

**COLLOCATION 119'-0"
WATER TANK**

AERIAL PHOTO



LOCATION MAP



PROJECT INFORMATION

LATITUDE: (NAD 83) 43.07209°
LONGITUDE: (NAD 83) -89.31569°
SITE ADDRESS: WI0184-EAST MONONA
4740 SPANNA AVE
MADISON, WI 53716
GROUND ELEVATION: 946' AMSL
MARKET: WISCONSIN-ILLINOIS
JURISDICTION: CITY OF MADISON
COUNTY: DANE
PARENT PAGE ID: MRCH028942
CHILD PAGE ID: MRCH029166
PTN NUMBERS: 3351ADCMHF / 3351ADCCG3
OCCUPANCY TYPE: UNMANNED
AD.A COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

DRAWING INDEX

SHEET #	TITLE SHEET	REV. #
T1	GENERAL NOTES	0
A1	COMPOUND PLAN	0
A2	EXISTING EQUIPMENT PLAN	0
A2.1	PROPOSED EQUIPMENT	0
A3	TOWER ELEVATIONS	0
A4	ANTENNA PLANS/ANTENNA SCHEDULE	0
A5	EQUIPMENT DETAILS	0
A6	EQUIPMENT DETAILS	0
A7	UTILITY PLAN	0
E1	GROUNDING DETAILS	0
G2	GROUNDING DETAILS	0
G3	GROUNDING DETAILS	0
APPENDIX	MOUNT REINFORCEMENT	0

SCOPE OF WORK

- TOWER SOW:**
- MODIFY EXISTING ANTENNA MOUNTS AS PER STRUCTURAL ANALYSIS BY CIS GROUP PROJECT #24015-10014130-01-MA, DATED NOVEMBER 30, 2017.
 - DECOMMISSION AND RETAIN UMTS 1900.
 - REPLACE (1) EXISTING DBXNH-6565A-R2M ANTENNA IN POSITION 4 WITH (1) PROPOSED COMSCOPE NHH-65B-R6 ANTENNA EACH SECTOR.
 - RELOCATE UMTS 850 COAX TO POSITION 1.
 - INSTALL (1) PROPOSED RRUS-32 B66A AND (1) PROPOSED RRUS-4478 IN POSITION 4 EACH SECTOR.
 - REMOVE ALL (6) EXISTING DC2s FROM THE TOWER.
 - INSTALL (1) PROPOSED DC6-48-60-18-8C SQUIDS EACH SECTOR.
 - INSTALL (2) 8.6 DC POWER CABLES, (1) 18 PAIR FIBER TRUNK AND (1) ALARM CABLE UP TOWER TO EACH PROPOSED SQUID.
- GROUND SOW:**
- REPLACE (1) EXISTING DUS WITH (1) PROPOSED 5126.
 - INSTALL (1) PROPOSED DC12 RAYCAP.
 - INSTALL (1) PROPOSED XMU, (1) 6601, AND (1) IDL2.
 - INSTALL (2) PROPOSED 1 POLE 30 AMP BREAKERS AND (3) PROPOSED 1 POLE 25 AMP BREAKERS FOR NEW CARRIERS.
 - INSTALL AT&T LOWER FIBER.
 - DECOMMISSION FC12s AND CORRESPONDING POWER AND FIBER RUNS. REUSE POWER AND FIBER AS ALLOWED.

REFERENCE MATERIALS

THESE DRAWINGS ARE BASED OF AT&T SCOPING DOCUMENT DATED 08/15/2017.

EXHIBIT C (Page 1 of 19)

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING APPLICABLE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.

- BUILDING/DWELLING CODE:** IBC 2009
STRUCTURAL CODE: IBC 2009
PLUMBING CODE: IPC 2009
MECHANICAL CODE: IMC 2009
ELECTRICAL CODE: NEC 2011
FIRE & LIFE SAFETY CODE: IFC 2009

ONE CALL

DIGGERS HOTLINE 811
CALL DIGGERS HOTLINE
3 DAYS BEFORE YOU DIG
811 OR 1-800-242-8511

DRIVING DIRECTIONS

FROM DANE COUNTY REGIONAL AIRPORT, HEAD NORTH ON INTERNATIONAL LN, TURN LEFT ONTO PACKERS AVE, TAKE THE ABERG AVE EXIT TOWARD I-90/I-94, TURN LEFT ONTO ABERG AVE (SIGNS FOR I-90/I-94), CONTINUE ONTO WI-30 E, EXIT ONTO US-51 S/N STOUGHTON RD, TURN RIGHT ONTO BUCKEYE RD, TURN LEFT ONTO S PANAMA AVE, SITE WILL BE ON THE RIGHT.

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR THE SAME.

PROJECT INFORMATION

LATITUDE: (NAD 83) 43.07209°
LONGITUDE: (NAD 83) -89.31569°
SITE ADDRESS: WI0184-EAST MONONA
4740 SPANNA AVE
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DRAWING INDEX

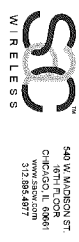
SHEET #	TITLE SHEET	REV. #
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G3	GROUNDING DETAILS	0
APPENDIX	MOUNT REINFORCEMENT	0

SCOPE OF WORK

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 - DECOMMISSION AND RETAIN UMTS 1900.
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REFERENCE MATERIALS

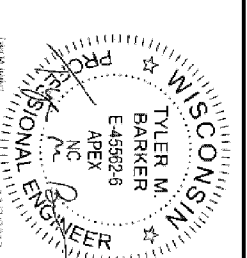
THESE DRAWINGS ARE BASED OF AT&T SCOPING DOCUMENT DATED 08/15/2017.



CONV 3677 EXP. 01/31/2018

REV.	DATE	DESCRIPTION	INITIALS
A	10/06/17	PRELIMINARY ISSUE	NMM
0	12/07/17	FOR CONSTRUCTION	PMO

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET



Digitally signed
by Tyler M. Barker
Date: 2017.12.07
13:17:59 -05'00'
Exp: 07/31/2018

WI0184
EAST MONONA
FA#: 10014130
4740 SPANNA AVE
MADISON, WI 53716

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T1

GENERAL NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
 - CONTRACTOR – GENERAL CONTRACTOR
 - SUBCONTRACTOR – GENERAL CONTRACTOR (CONSTRUCTION)
 - OWNER – AT&T MOBILITY
 - DEM – ORIGINAL EQUIPMENT MANUFACTURER
2. PRIOR TO THE SUBMISSIONS OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, QUANTITIES AND DIMENSIONS BEFORE STARTING ANY WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
4. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW ELEMENTS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
5. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S, RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR.
6. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND TI CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR. ROUTING OF TRENCHING SHALL BE APPROVED BY CONTRACTOR.
7. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
8. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FOR THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
9. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
10. ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.
11. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS UNLESS OTHERWISE SPECIFIED. ALL CONCRETING WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.
12. ALL STRUCTURAL STEEL WORK SHALL BE DONE IN ACCORDANCE WITH AISC 13 EDITION SPECIFICATIONS.
13. CONSTRUCTION SHALL COMPLY WITH SPECIFICATION 25741-000-3APS-A002-00002, "GENERAL CONSTRUCTION SERVICES".
14. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
15. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK MAY NEED TO BE SCHEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS AFTER MIDNIGHT.
16. SINCE THE CELL SITE MAY BE ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUT DOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RP EXPOSURE MONITORS ARE REQUIRED TO BE WORN TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.
17. ALL ANTENNA PIPES SHALL BE SCHEDULE 80.
18. LIMITS OF LIABILITY – ITEMS REFERENCED ARE OWNER/CLIENT DICTATED ITEMS, OR SUPPLIED ITEMS WHICH ARE REPRODUCED WITHOUT ALTERATION AS DIRECTED BY OWNER/CLIENT, AND OWNER/CLIENT ASSUMES ANY AND ALL LIABILITY FOR USE OF, CONSEQUENCES OF, OR INTERPRETATION OF SAID ITEM, SPECIFICATION, OR DIRECTIVE.
19. PROFESSIONAL SEAL – DETAILS, SPECIFICATIONS, OR ITEMS REFERENCED, ARE NOT PART OF THE PROFESSIONAL DESIGN PERFORMED BY LICENSEE AND THE PROFESSIONAL SEAL DOES NOT APPLY.
20. LIMITS OF LIABILITY – ITEMS REFERENCED ARE OWNER/CLIENT DICTATED ITEMS, OR SUPPLIED ITEMS WHICH ARE REPRODUCED WITHOUT ALTERATION AS DIRECTED BY OWNER/CLIENT, AND OWNER/CLIENT ASSUMES ANY AND ALL LIABILITY FOR USE OF, CONSEQUENCES OF, OR INTERPRETATION OF SAID ITEM, SPECIFICATION, OR DIRECTIVE.

ELECTRICAL INSTALLATION NOTES

1. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELCORDIA.
2. SUBCONTRACTORS SHALL MODIFY EXISTING CABLE TRAY SYSTEM AS REQUIRED TO SUPPORT RF AND TRANSPORT CABLING TO THE NEW BTS EQUIPMENT. SUBCONTRACTOR SHALL SUBMIT MODIFICATIONS TO CONTRACTOR FOR APPROVAL.

ELECTRICAL INSTALLATION NOTES CONT.

3. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELCORDIA.
4. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
5. EACH END OF EVERY POWER, GROUNDING, AND TI CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD MUST CONFORM WITH NEC & OSHA, AND MATCH EXISTING INSTALLATION REQUIREMENTS.
6. POWER PHASE CONDUCTORS (I.E., PHOS) SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). PHASE CONDUCTOR COLOR CODES SHALL CONFORM WITH THE NEC & OSHA. AND MATCH EXISTING INSTALLATION REQUIREMENTS. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
7. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL THE WEAPS SHOULD BE PERMITTED SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL. TO REMOVE SHARP EDGES, USE LOW PROFILES THE WEAPS.
8. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (12 AWG OR LARGER), 600V, OIL RESISTANT THHN OR THWN-2, CLASS B THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION, LISTED OR UNLESS OTHERWISE SPECIFIED.
9. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (6 AWG OR LARGER), 600V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION, LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED OUTDOORS, OR BELOW GRADE, SHALL BE SINGLE CONDUCTOR (2 AWG SOLID TINNED COPPER CABLE, UNLESS OTHERWISE SPECIFIED).
11. POWER WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (12 AWG OR LARGER), 600V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION, LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
12. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT OR LESS THAN 75°C (90°C IF AVAILABLE).
13. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA UL, ANSI/IEEE, AND NED.
14. NEW RACEWAY OR CABLE TRAY WILL MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. RIGID NONMETALLIC TUBING (RIGID PVC SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
18. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND, DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
22. CABINETS, BOXES AND WIREWAYS TO MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.
23. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD. SHALL BE PANDRUT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 34 (OR BETTER) OUTDOORS.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 34 (OR BETTER) OUTDOORS.
25. METAL RECEIVER, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING, SHALL MEET OR EXCEED UL 514A AND NEMA 05 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. NONMETALLIC RECEIVER, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
27. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM PANELS.
28. THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
29. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.
30. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.

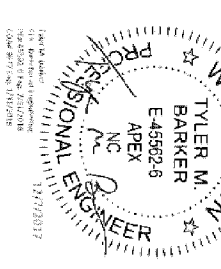
GROUNDING NOTES

1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AHD) THE SITE-SPECIFIC (UL, LPI, OR NEPA) LIGHTING PROTECTION CODE AND GENERAL COMPLIANCE WITH IECORDIA AND TIA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR AVERAGE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION RADIO, LIGHTNING PROTECTION, AND AC POWER GESS) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO (OR MORE) COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 91) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. TESTS SHALL BE PERFORMED IN ACCORDANCE WITH 25471-000-3PS-600-0001, DESIGN & TESTING OF FACILITY GROUNDING FOR CELL SITES.
4. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
5. EACH BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES. 6 AWG STRANDED COPPER OR LARGER INDOORS BTS; 2 AWG STRANDED COPPER FOR OUTDOORS BTS.
6. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED ANTI-OXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
8. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED WITH STAINLESS STEEL HARDWARE TO THE BRIDGE AND THE TOWER GROUND BAR.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITIES WITH 6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUCTORS.
12. GROUND CONDUITS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS, OR SLIVERS THROUGH WALLS OR FLOORS, WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS. NON-METALLIC MATERIAL, SUCH AS PVC PLASTIC CONDUIT SHALL BE USED, WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE). THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
13. ALL TOWER GROUND SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/TIA 222. FOR TOWERS BEING BUILT TO REV. G OF THE STANDARD, THE WIRE SIZE OF THE BURIED GROUND RING AND CONNECTIONS BETWEEN THE TOWER AND THE BURIED GROUND RING SHALL BE CHANGED FROM 2 AWG TO 2/0 AWG. IN ADDITION, THE MINIMUM LENGTH OF THE GROUND RODS SHALL BE INCREASED FOR 8 FEET TO 10 FEET.
14. ALL OUTDOOR WIRE TO REBUS SHALL BE #2 GREEN STRANDED.
15. ALL OUTDOOR LUGS SHALL USE BLACK HEAT SHRINK AND INDOOR LUGS SHALL USE CLEAR HEAT SHRINK.
16. ALL OUTDOOR LUGS TO BE LONG BARREL, 2 HOLE WITHOUT INSPECTION HOLES AND INDOOR LUGS TO HAVE INSPECTION HOLES.

ABBREVIATIONS

AGL	ABOVE GRADE LEVEL	MFR	MANUFACTURER
ASL	ABOVE MEAN SEA LEVEL	MGB	MINIMUM
AWG	AMERICAN WIRE GAUGE	MIN	MINIMUM
BLDG	BUILDING	N.T.S.	NOT TO SCALE
DWG	DRAWING	(P)	PROPOSED
FT	FOOT	PC	POWER PROTECTION CABINET
EMT	ELECTRICAL METALLIC TUBING	RES	RADIO BASE STATION
ELEV	ELEVATION	INT	INTERIOR
EQUIP	EQUIPMENT	INT	INTERIOR
EXT	EXISTING	LE(S) OR #	POUNDS(S)
FND	FOUNDATION	SP	SQUARE FOOT
F	FIBER	TP	TYPICAL
GALV	GALVANIZED	W/	WITH
GPS	GLOBAL POSITIONING SYSTEM	XMR	TRANSFORMER
GND	GROUND		
LUG	LONG TERM EVOLUTION		
MAX	MAXIMUM		

EXHIBIT C (Page 2 of 19)



Proj 45562-6 Exp: 07/31/2018

WI0184
EAST MONONA
 F#4# 10014130
 4740 SPAANEN AVE
 MADISON, WI 53716

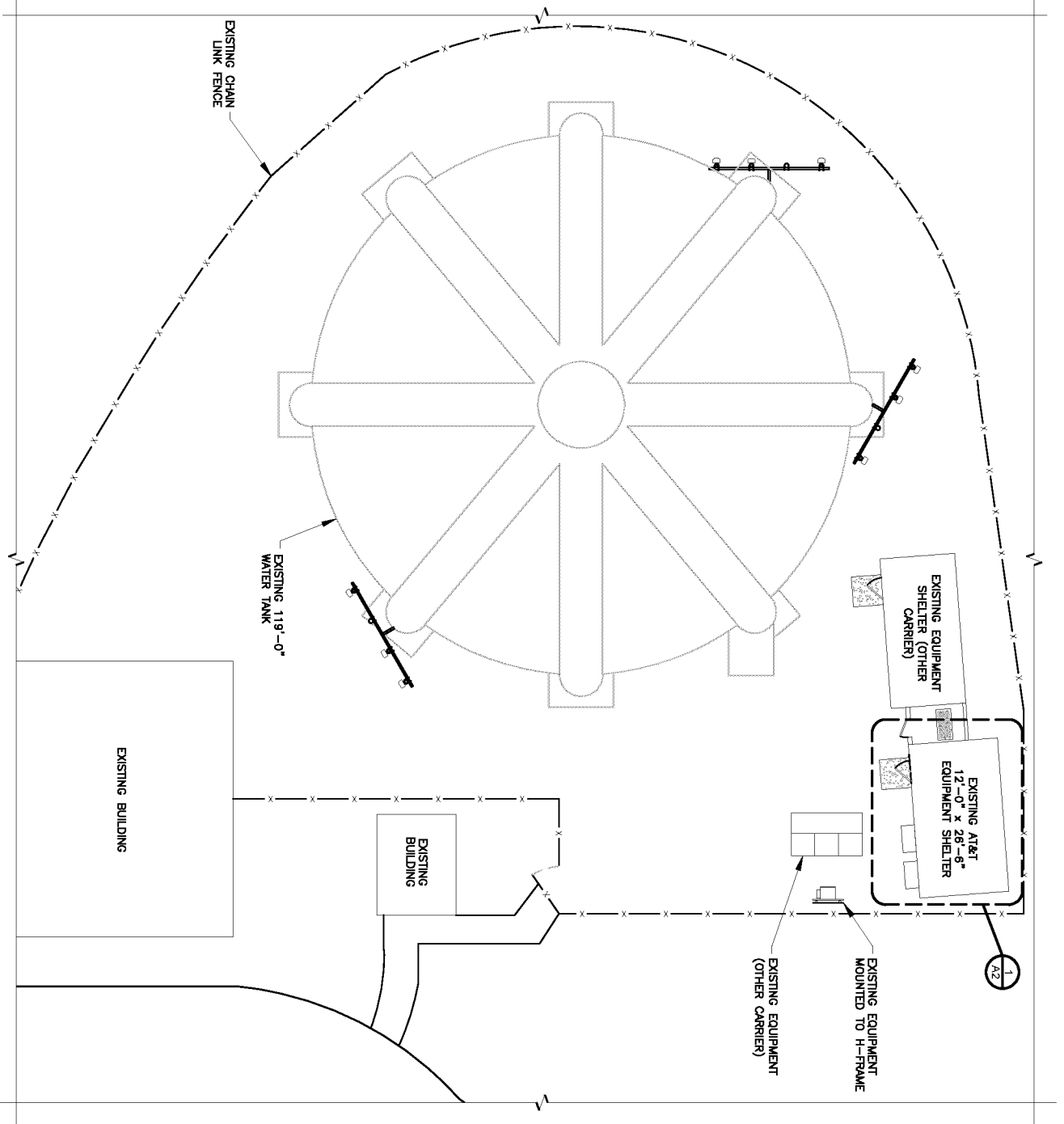
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GENERAL NOTES
 SHEET NUMBER
GN1

600 S. ELMWOOD AVE, STE. D
 MILWAUKEE, WI 53204
 PH: (414) 366-9400 FAX: (414) 341-4025
 COW# 3677 EXP. 01/31/2018

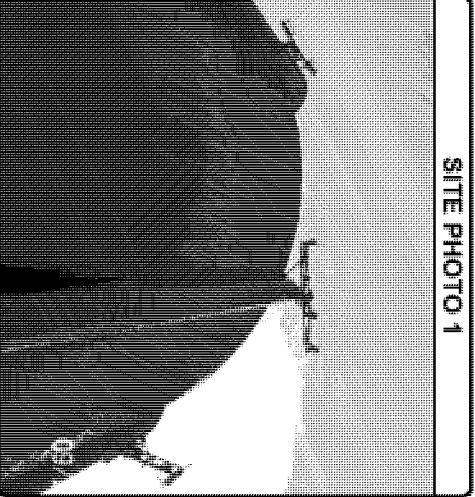
540 W. MADISON ST.
 CHICAGO, IL 60601
 WWW.SDNETWORK.COM
 312.868.8977

930 NATIONAL PARKWAY
 SHAWNEE, KS 66202

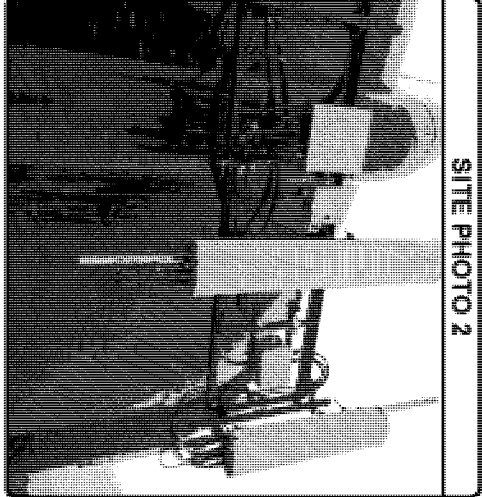
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0	12/07/17	FOR CONSTRUCTION	PMO
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			



COMPOUND PLAN
SCALE: 1/16"=1'-0"



SITE PHOTO 1



SITE PHOTO 2

930 NATIONAL PARKWAY
SHUMBERS, IL 60173

540 W. MADISON ST.
CHICAGO, IL 60611
WWW.SDCWIRELESS.COM
312.586.4917

600 S. KELLY AVENUE, STE. D
EMMONS, OK 73003
PH: (405) 346-3400 FAX: (405) 341-4625
COW# 3677 EXP. 01/31/2018

REV.	DATE	DESCRIPTION	INITIALS
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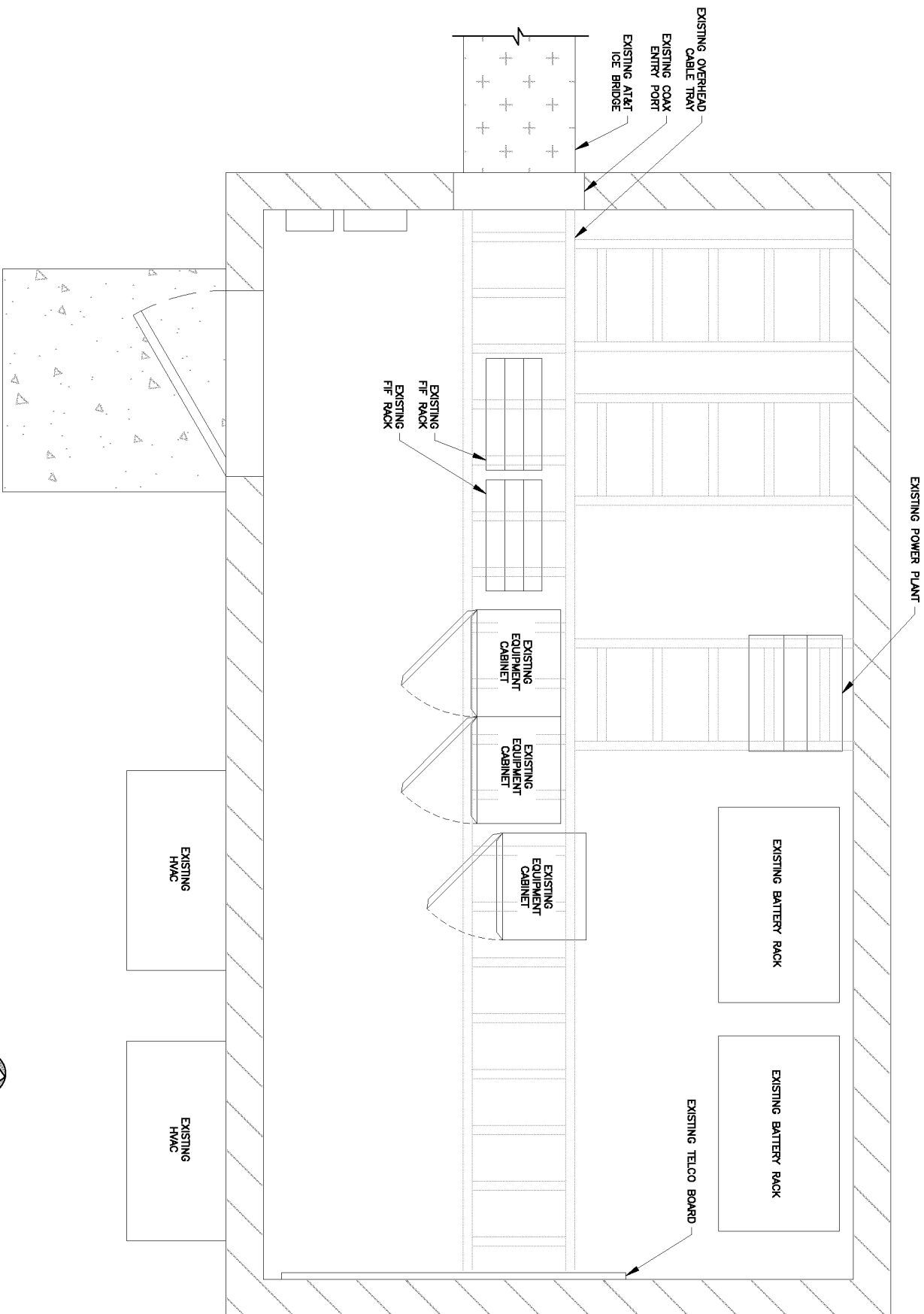
TYLER M. BARKER
E-45562-6
APEX
PROFESSIONAL ENGINEER
12/17/2017

PE# 45562-6 EXP: 07/31/2018

W10184
EAST MONONA
FA#: 10014130
4740 SPANAM AVE
MADISON, WI 53716

SHEET TITLE
COMPOUND PLAN

SHEET NUMBER
A1



EXISTING EQUIPMENT PLAN
SCALE: 1/2"=1'-0"



930 NATIONAL PARKWAY
SHUMBERS, IL 60173

540 W. MADISON ST.
CHICAGO, IL 60661
WWW.SDCWIRELESS.COM
312.583.4917

609 S. KELLY AVENUE, STE. D
EMMONS, OK 73003
PH: (405) 346-3400 FAX: (405) 341-4625
CON# 3677 EXP. 01/31/2018

REV.	DATE	DESCRIPTION	INITIALS
A	10/06/17	PRELIMINARY ISSUE	MMW
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WISCONSIN PROFESSIONAL ENGINEER
TYLER M. BARKER
E-45562-6
APEX
12/17/2017

PE# 45562-6 EXP: 07/31/2018

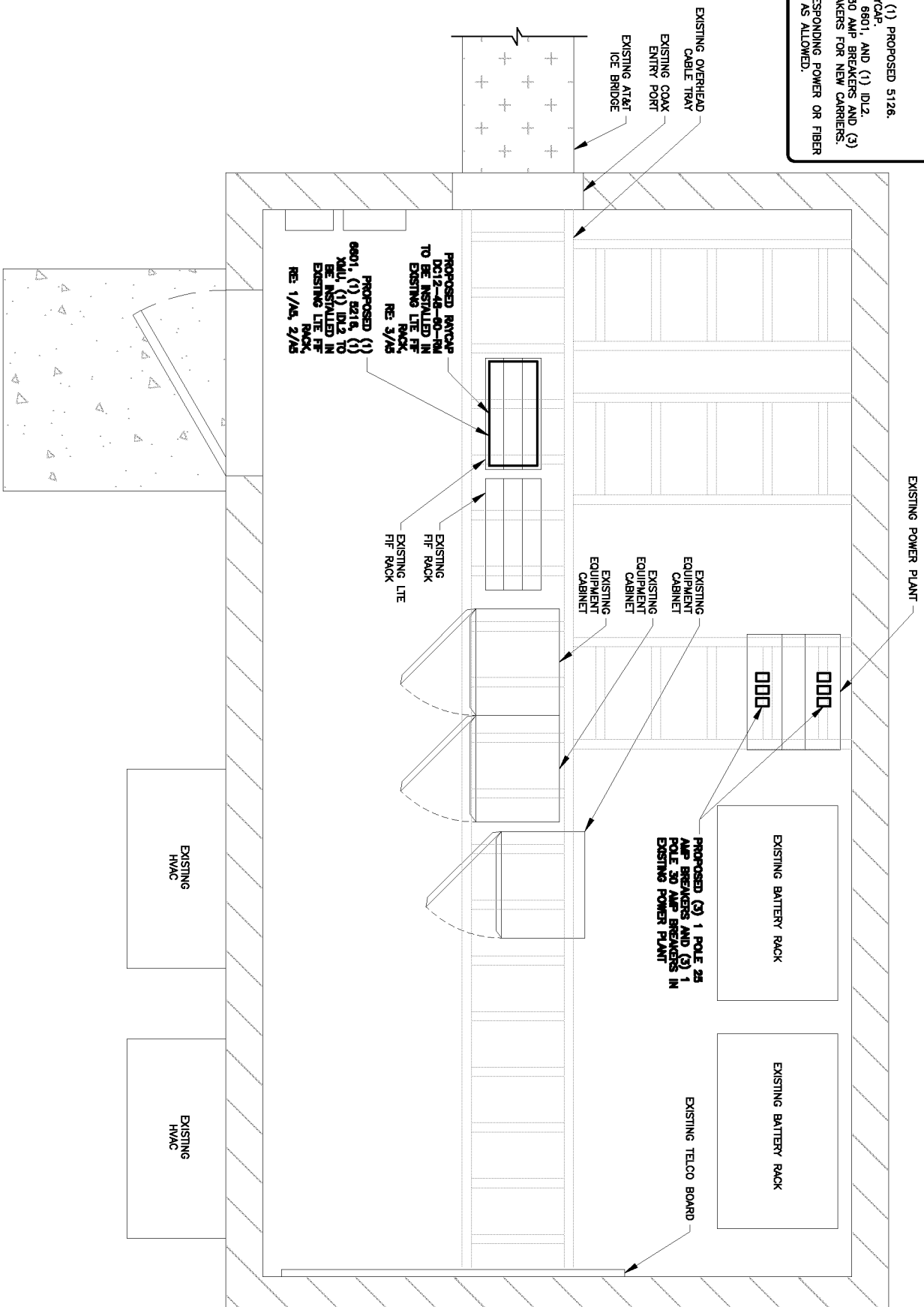
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4740 SPANAM AVE
MADISON, WI 53716

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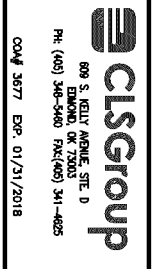
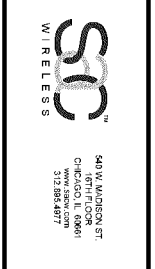
SHEET NUMBER
A2

SCOPE OF WORK

- GROUND WORK:**
1. REPLACE (1) EXISTING DUS WITH (1) PROPOSED 5126.
 2. INSTALL (1) PROPOSED DC12 RAYCAP.
 3. INSTALL (1) PROPOSED XMU, (1) 6601, AND (1) IDL2.
 4. INSTALL (3) PROPOSED 1 POLE 30 AMP BREAKERS AND (3) PROPOSED 1 POLE 25 AMP BREAKERS FOR NEW CARRIERS.
 5. INSTALL AT&T LOWER FIBER.
 6. DECOMMISSION FC12a AND CORRESPONDING POWER OR FIBER RUNS. REUSE POWER AND FIBER AS ALLOWED.

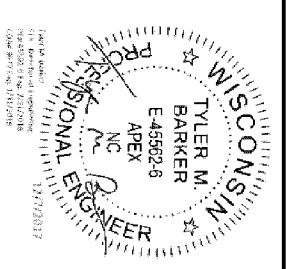


PROPOSED EQUIPMENT PLAN
SCALE: 1/2"=1'-0"



NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

REV.	DATE	DESCRIPTION	INITIALS
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0	12/07/17	FOR CONSTRUCTION	PMO



PE# 45562-6 EXP: 07/31/2018

W10184
EAST MONONA
FA#: 10014130
4740 SPANANEM AVE
MADISON, WI 53716

SHEET TITLE
PROPOSED EQUIPMENT & UTILITY PLAN

SHEET NUMBER
A2.1

LOADING NOTE:

OTHER CARRIERS EQUIPMENT MAY BE OMITTED FOR CLARITY.

TOWER NOTES

WATER TANK IS SHOWN FOR ILLUSTRATION ONLY AND FOR LOCATION OF APERTURE(S). REFER TO WATER TANK SURVEY FOR ALL EXISTING WATER TANK COMPONENTS TO INCLUDE ANTENNAS, LIGHTS, LIGHTNING ROD & WATER TANK HEIGHT.

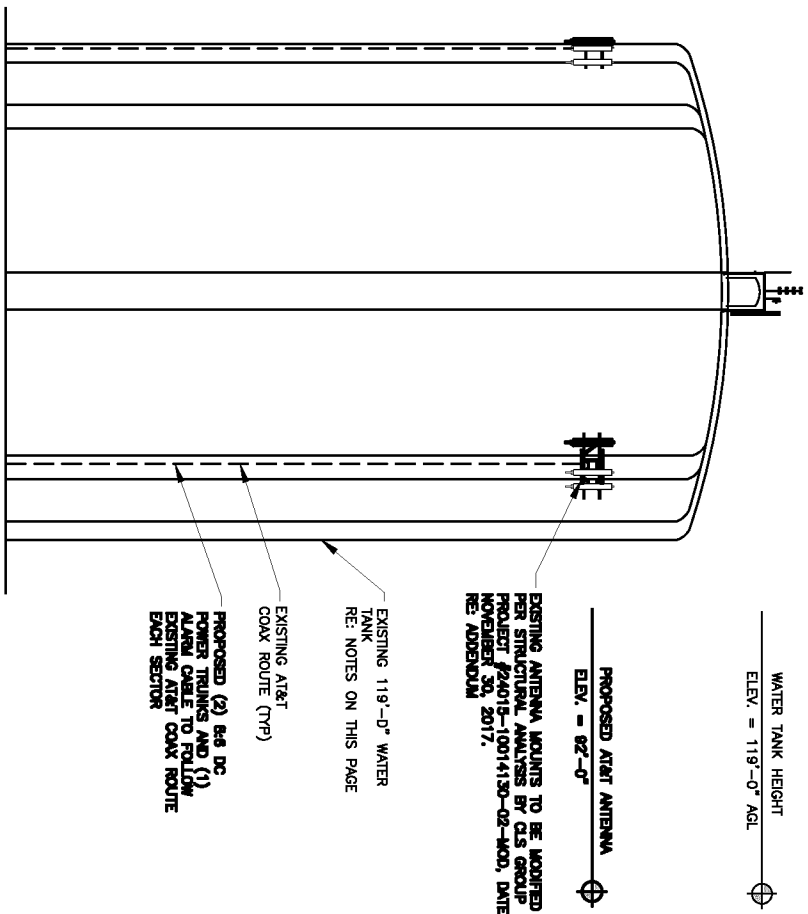
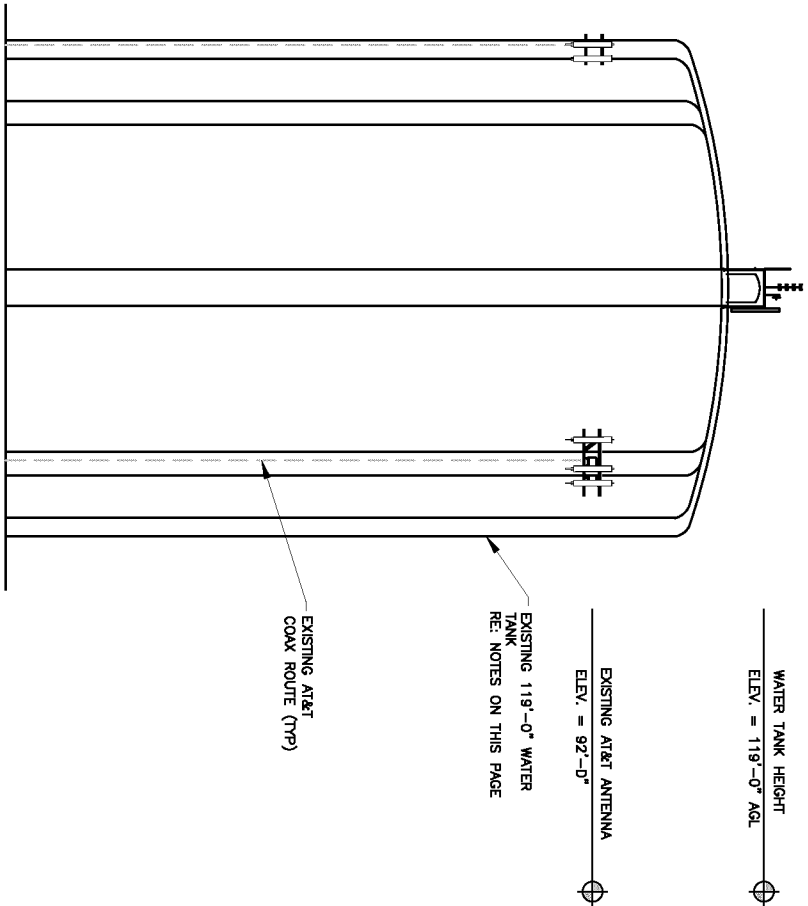
CONTRACTOR(S) TO COMPLY WITH ALL FCC AND FAA REGULATIONS ON THIS PROJECT. COAX ROUTING MUST BE PER STRUCTURAL ANALYSIS.

PRIOR TO CONSTRUCTION: CONTRACTOR SHALL VERIFY THAT A WATER TANK AND MOUNT STRUCTURAL ANALYSIS, DEPICTING THE LOADING SHOWN, HAS BEEN PERFORMED AND SHOWS A "PASS" OR AN "ACCEPTABLE" RATING. UNDER NO CIRCUMSTANCE WHAT SO EVER SHALL THE PROPOSED EQUIPMENT BE INSTALLED WITHOUT SAID STRUCTURAL ANALYSIS. IF SAID STRUCTURAL ANALYSIS REQUIRES THAT THE WATER TANK AND/OR MOUNT BE MODIFIED, SUCH MODIFICATIONS SHALL BE COMPLETED PRIOR TO INSTALLATION OF THE PROPOSED EQUIPMENT.

MOUNT AND STRUCTURAL ANALYSIS DONE BY CLS GROUP. PROJECT #24015-10014130-02-MOD. DATED NOVEMBER 30, 2017.

NOTE:

GENERAL CONTRACTORS SHALL MAKE SURE SAFETY CLIMB IS 100% FREE OF COAX AND MOUNTS AFTER INSTALL IS COMPLETE.

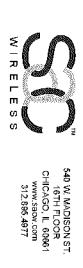


1 EXISTING ELEVATION

SCALE: N.T.S.

2 PROPOSED ELEVATION

SCALE: N.T.S.



clsGroup
609 S. KELLY AVENUE, STE. D
EDMOND, OK 73003
PH: (405) 566-5400 FAX: (405) 541-4623
CON# 3677 EXP. 01/31/2018

REV.	DATE	DESCRIPTION	INITIALS
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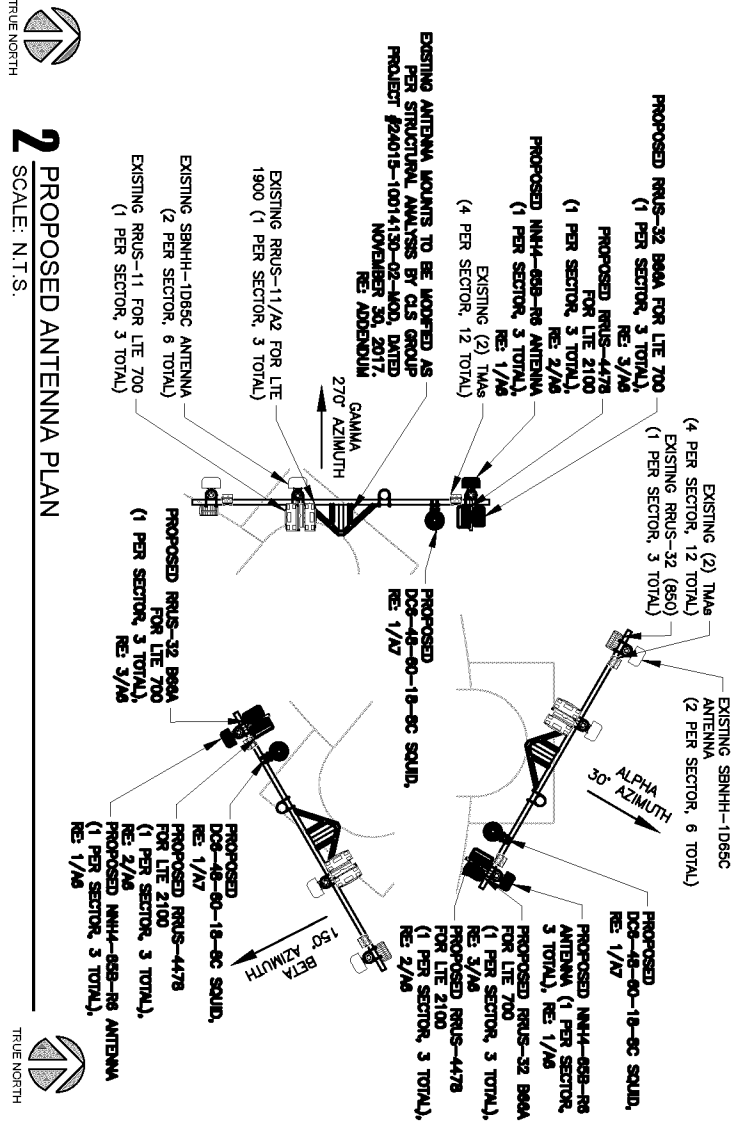
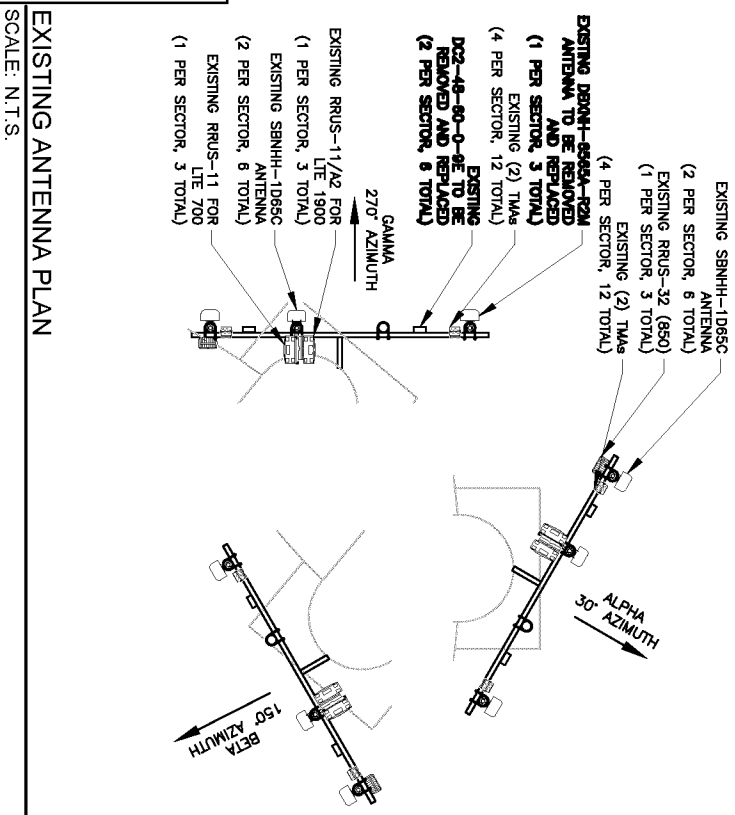


PE# 45562-6 EXP: 07/31/2018

W/10184
EAST MONONA
FA#: 10014130
4740 SPANANEM AVE
MADISON, WI 53716

SHEET TITLE
TOWER ELEVATIONS

SHEET NUMBER
A3



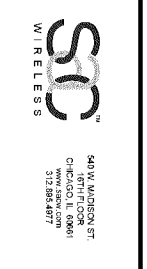
EXISTING ANTENNA PLAN
SCALE: N.T.S.

PROPOSED ANTENNA PLAN
SCALE: N.T.S.

ANTENNA AND COAXIAL CABLE SCHEDULE
BOLD DENOTES PROPOSED EQUIPMENT

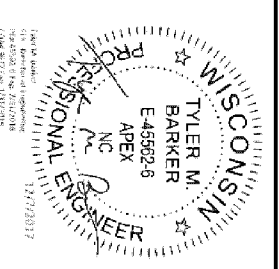
ANTENNA MARK	SECTOR	DESCRIPTION OF ANTENNAS	ANTENNA ORIENTATION	ANTENNA QUANTITY	RAD CENTER	TMA QUANTITY	COAX/CABLE	SURGE PROTECTION	RRU MODEL	TECHNOLOGY
A1	ALPHA	(E) ANDREW SBHH-1065C	30°	1	92'	(E) (2) TMA's	(E) (4) COAX	---	(E) (1) RRUS-32	UMTS 850 LTE 2300
A2	ALPHA	(E) ANDREW SBHH-1065C	30°	1	92'	---	---	---	(E) (1) RRUS-11	LTE 700 LTE 1900
A3	ALPHA	---	---	---	---	---	---	---	---	---
A4	ALPHA	(P) COMSCOPE NH4-658-R8	30°	1	92'	(E) (2) TMA's (E) (2) DIPLEXERS	(P) (1) 0.40" FIBER	(P) (1) RANCP D03-46-00-18-03	(P) (1) RRUS-4478 (P) (1) RRUS-32 850A	LTE 700 UMTS 850 LTE 2300
B1	BETA	(E) ANDREW SBHH-1065C	150°	1	92'	(E) (2) TMA's	(E) (4) COAX	---	(E) (1) RRUS-32	UMTS 850 LTE 2300
B2	BETA	(E) ANDREW SBHH-1065C	150°	1	92'	---	---	---	(E) (1) RRUS-11	LTE 700 LTE 1900
B3	BETA	---	---	---	---	---	---	---	---	---
B4	BETA	(P) COMSCOPE NH4-658-R8	150°	1	92'	(E) (2) TMA's (E) (2) DIPLEXERS	(P) (1) 0.40" FIBER	(P) (1) RANCP D03-46-00-18-03	(P) (1) RRUS-4478 (P) (1) RRUS-32 850A	LTE 700 UMTS 850 LTE 2300
G1	GAMMA	(E) ANDREW SBHH-1065C	270°	1	92'	(E) (2) TMA's	(E) (4) COAX	---	(E) (1) RRUS-32	UMTS 850 LTE 2300
G2	GAMMA	(E) ANDREW SBHH-1065C	270°	1	92'	---	---	---	(E) (1) RRUS-11	LTE 700 LTE 1900
G3	GAMMA	---	---	---	---	---	---	---	---	---
G4	GAMMA	(P) COMSCOPE NH4-658-R8	270°	1	92'	(E) (2) TMA's (E) (2) DIPLEXERS	(P) (1) 0.40" FIBER	(P) (1) RANCP D03-46-00-18-03	(P) (1) RRUS-4478 (P) (1) RRUS-32 850A	LTE 700 UMTS 850 LTE 2300

3 ANTENNA AND COAX SCHEDULE
SCALE: N.T.S.



NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

REV.	DATE	DESCRIPTION	INITIALS
A	10/06/17	PRELIMINARY ISSUE	MM
0	12/07/17	FOR CONSTRUCTION	PM



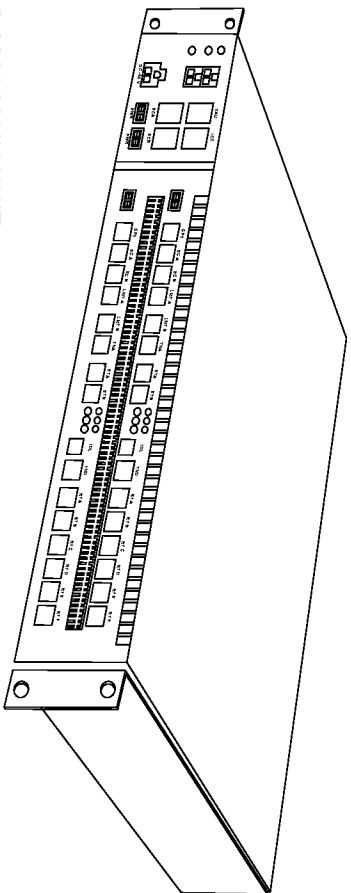
W10184
EAST MONONA
E.A.#: 10014130
4740 SPANEM AVE
MADISON, WI 53716

SHEET TITLE
ANTENNA PLANS / ANTENNA & COAX SCHEDULE

SHEET NUMBER
A4

1 RBS 6601 MAIN UNIT

SCALE: N.T.S.

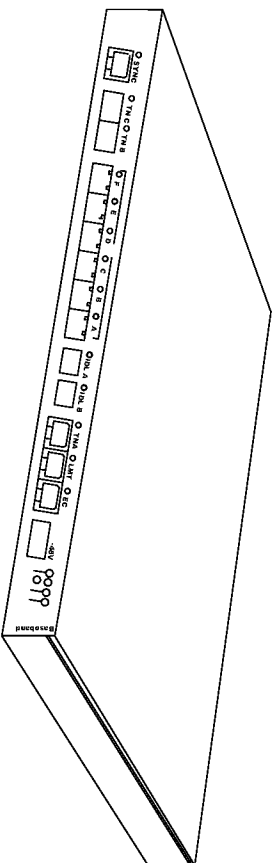


RE: GN22/GN1

ERICSSON RBS 6601 MAIN UNIT	
POWER DISTRIBUTION:	-48 VDC TO DIGITAL UNITS
DIMENSIONS: (IN)	2.6" X 18.98" X 13.78"
H X W X D (IN)	(EXCLUDING BRACKETS AND CONNECTORS)
WEIGHT, KG(LBS):	10.5 (23.15)
MOUNTING:	19" RACK INSIDE SHELTER

2 ERICSSON BASEBAND 5216

SCALE: N.T.S.

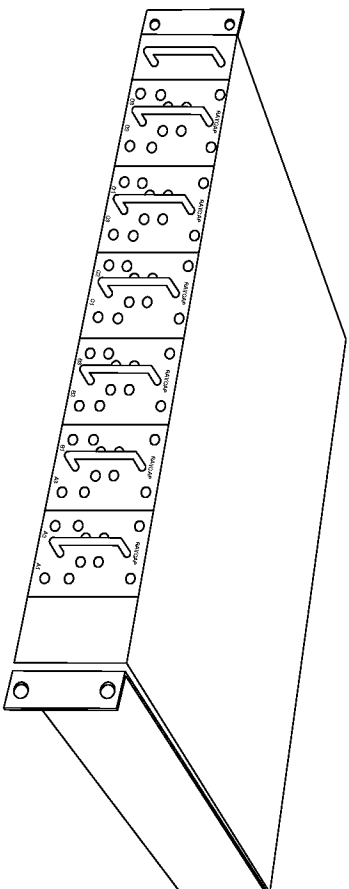


RE: GN22/GN1

ERICSSON BASEBAND 5216	
POWER DISTRIBUTION:	-48 VDC TO DIGITAL UNITS
DIMENSIONS: (IN)	1.2" X 13.8" X 11.0"
H X W X D (IN)	(EXCLUDING BRACKETS AND CONNECTORS)
WEIGHT, KG(LBS):	<9 (<4)
MOUNTING:	19" RACK INSIDE SHELTER

3 DC12-48-60-RM SPECIFICATIONS

SCALE: N.T.S.



RE: GN22/GN1

RAYCAP DC12-48-60-RM	
MANUFACTURER:	RAYCAP
MODEL:	DC12-48-60-RM
DIMENSIONS: (IN)	3.48" X 17.23" X 15.40"
H X W X D (IN)	
WEIGHT (LBS):	27LBS
NOMINAL OPERATION VOLTAGE:	48 VDC
VOLTAGE PROTECTION RATING:	700 VOLTS



930 NATIONAL PARKWAY
SHUMBERG, IL 60173



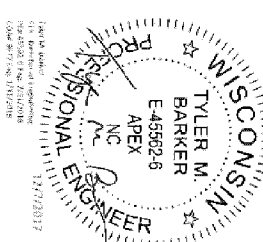
540 W. MADISON ST.
CHICAGO, IL 60661
WWW.SDWC.COM
312.384.4077



609 S. KELLY AVENUE, STE. D
EMMONS, OK 73003
PH: (405) 346-3400 FAX: (405) 341-4025
COW# 3677 EXP. 01/31/2018

REV.	DATE	DESCRIPTION	INITIALS
A	10/06/17	PRELIMINARY ISSUE	MMW
0	12/07/17	FOR CONSTRUCTION	PMO

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LABELED AS CONSTRUCTION SET



PE# 45562-6 EXP: 07/31/2018

W10184
EAST MONONA
FA#: 10014130
4740 SPANAM AVE
MADISON, WI 53716

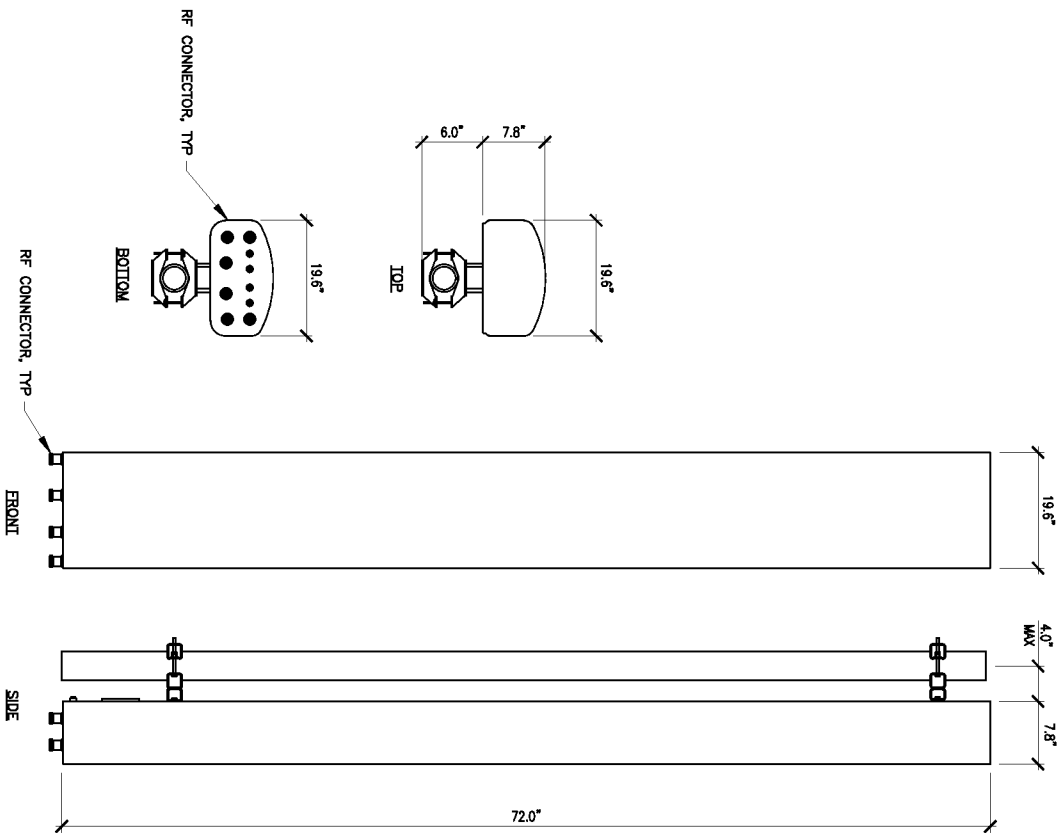
EQUIPMENT DETAILS

SHEET NUMBER
A5

ANTENNA INFORMATION
 PULLED FROM PRELIMINARY
 PRODUCT DATA SHEET

COMMSCOPE NHH4-65B-R6

MANUFACTURE:	COMMSCOPE
MODEL:	NHH4-65B-R6
DIMENSIONS: H X W X D	72.0" X 19.6" X 7.8"
WEIGHT:	88.2 LB
FREQUENCY:	REFER TO RF DATA SHEET

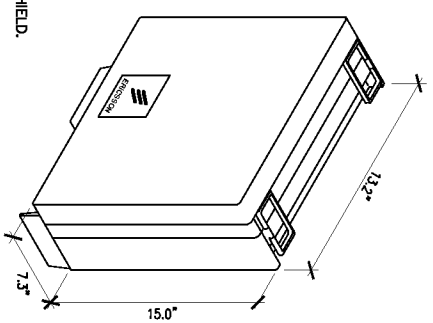


1 ANTENNA SPECIFICATIONS

SCALE: N.T.S. RE: GN22/GN1

ERICSSON 4478 RRU

MANUFACTURE:	ERICSSON
MODEL:	RADIO 4478
DIMENSIONS: H X W X D	15.0" X 13.2" X 7.3"
WEIGHT (LBS):	59.4 LBS
FREQUENCY:	REFER TO RF DATA SHEET



NOTE:
 RRU'S CAN ONLY BE
 PAINTED ON SOLAR SHIELD.

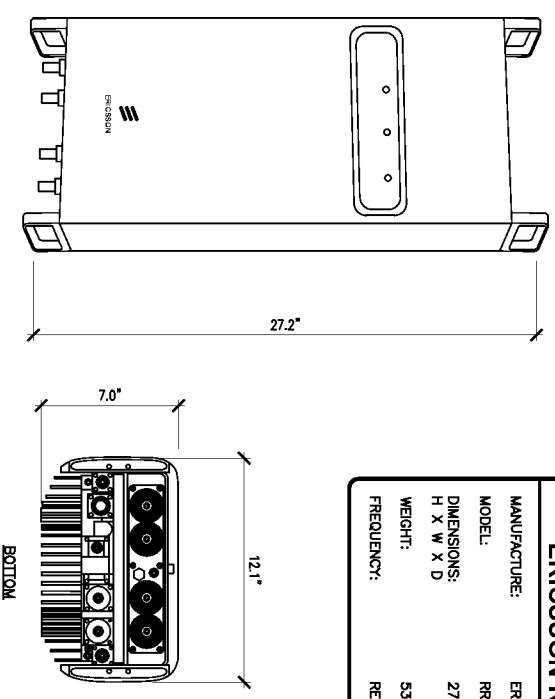
2 REMOTE RADIO UNIT SPECIFICATIONS

SCALE: N.T.S.

RE: GN22/GN1

ERICSSON RRUS-32 B25

MANUFACTURE:	ERICSSON
MODEL:	RRUS-32 B25
DIMENSIONS: H X W X D	27.2" X 12.1" X 7.0"
WEIGHT:	5.3 LB
FREQUENCY:	REFER TO RF DATA SHEET



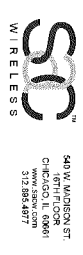
3 REMOTE RADIO UNIT SPECIFICATIONS

SCALE: N.T.S.

RE: GN22/GN1



930 NATIONAL PARKWAY
 SHAWNEEBURG, IL 60173



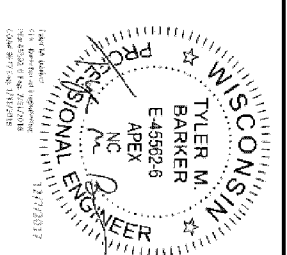
540 W. MADISON ST.
 WILMINGTON, IL 60181
 WWW.SD.COM
 312.380.4077



609 S. KELLY AVENUE, STE. D
 ELMOND, OK 73003
 PH: (405) 346-9400 FAX: (405) 341-4625
 COW# 3677 EXP. 01/31/2018

REV.	DATE	DESCRIPTION	INITIALS
A	10/06/17	PRELIMINARY ISSUE	MJM
0	12/07/17	FOR CONSTRUCTION	PMO

NOT FOR CONSTRUCTION UNLESS
 LABELED AS CONSTRUCTION SET

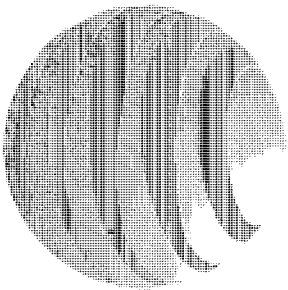


PE# 45562-6 EXP: 07/31/2018

WI0184
 EAST MONONA
 FA#: 10014130
 4740 SPANAM AVE
 MADISON, WI 53716

EQUIPMENT DETAILS

SHEET NUMBER
A6



930 NATIONAL PARKWAY
SCHALMBURG, IL 60173

SITE NAME:

EAST MONONA

FA #/ SITE ID:

10014130 / W10184

PROJECT TYPE:

LTE 4C/ LTE 5C

STRUCTURE TYPE:

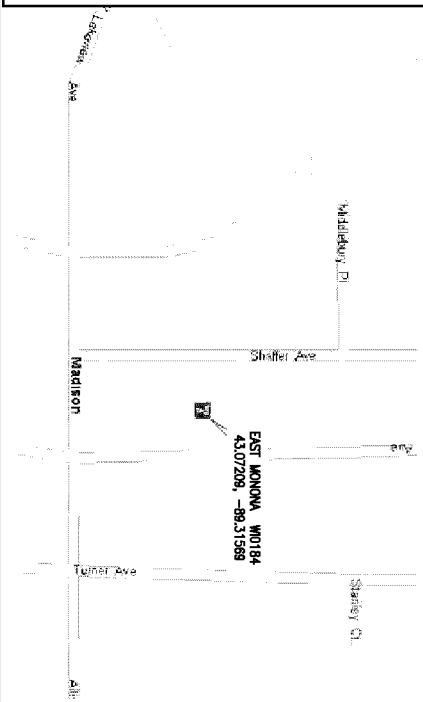
119'-0" WATER TANK

PROJECT SCOPE:

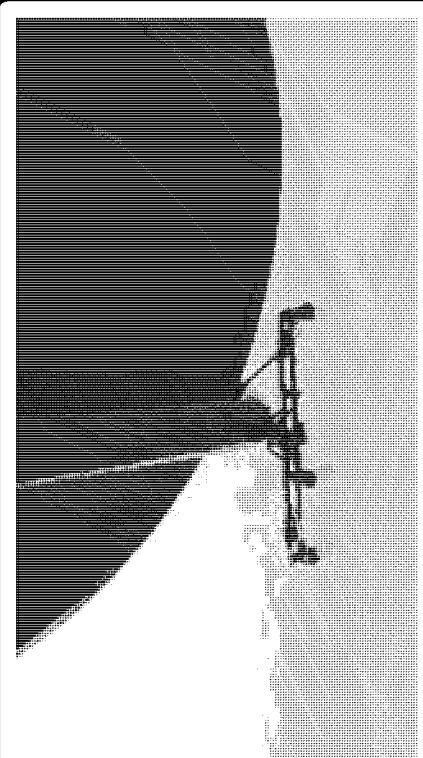
MOUNT REINFORCEMENT

EXHIBIT C (Page 10 of 19)

LOCATION MAP



STRUCTURE ELEVATION PHOTO



DRIVING DIRECTIONS

FROM O'HARE INTERNATIONAL AIRPORT, CHICAGO, IL,
TAKE I-190 TO I-294, TAKE I-294 TO I-90, TAKE I-90 WEST TOWARDS
ROCKFORD/WISCONSIN, STAY ON I-90 (MERGES WITH I-39) INTO WISCONSIN
AND CONTINUE ON IT FOR APPROX. 45 MILES TO EXIT AT US-12/US-18
IN MADISON, TAKE US-12 WEST APPROX. 1.50 MILES TO EXIT AT
51/TOUGHTON ROAD, TAKE US-51 NORTH APPROX. 1 MILE TO PLYMOUTH
ROAD, TAKE PLYMOUTH ROAD WEST APPROX. 0.25 MILE TO SPANEM AVENUE,
TAKE SPANEM AVENUE NORTH APPROX. 0.75 MILE, SITE IS ON LEFT
(WEST) SIDE OF ROAD AT WATER TANK.

PROJECT TEAM

ENGINEER/ARCHITECT:
CLS GROUP, INC.
1250 BEND NW,
CARMER, NC 27929
(405) 346-5460

STRUCTURE OWNER:
CLS GROUP, INC.
110 EAST OULIN WATER UTILITY
MADISON, WI 53713
TON HERMANN
608-286-4651

CUSTOMER/APPLICANT:
AIR MOUNT
930 NATIONAL PARKWAY
SCHALMBURG, IL 60173

ONE CALL



CALL DIGGERS HOTLINE
3 DAYS BEFORE YOU DIG
811 OR 1-800-242-8511

PROJECT INFORMATION

STRUCTURE TYPE:	WATER TANK
STRUCTURE HEIGHT:	119'-0"
LATITUDE:	43.07209 (NAD 83)
LONGITUDE:	-89.31569 (NAD 83)
ADDRESS:	4740 SPANEM AVENUE MADISON, WI 53716
COUNTY:	DANE
CODE JURISDICTION:	CITY OF MADISON
GROUND ELEVATION:	946' AMSL

DRAWING INDEX

SHEET #	SHEET DESCRIPTION	REV #
T-1	TITLE SHEET & DRAWING INDEX	0
0N-1	STRUCTURAL NOTES	0
0N-1	MODIFICATION INSPECTION NOTES	0
S-1	MOUNT VIEWS & MODIFICATION SCHEDULE	0
S-2	MODIFICATION DETAIL VIEWS	0

SCOPE OF WORK

- THIS MODIFICATION PLAN HAS BEEN DESIGNED UTILIZING THE STRUCTURAL ANALYSIS BY CLS GROUP, REPORT #24015-10014130-02-MOD, DATED NOVEMBER 30, 2017.
- FULL MODIFICATION SCHEDULE CAN BE FOUND ON S-1.
- CONTRACTOR SHALL SCHEDULE A SITE VISIT TO CONFIRM ALL EXISTING STRUCTURE DIMENSIONS, SITE CONSTRAINTS, PROPOSED REINFORCING DIMENSIONS, THE CLEARANCES OF THE PROPOSED REINFORCING, EXISTING FOUNDATION INFORMATION, EXISTING SITE UTILITIES, AND ALL OTHER INFORMATION NECESSARY TO PERFORM THE WORK ON THESE DRAWINGS IN ORDER TO ELIMINATE THE RISK OF RISKS ONCE CONSTRUCTION AND FABRICATION HAVE BEGUN. THE CONTRACTOR SHALL NOT BEGIN FABRICATION OR CONSTRUCTION PRIOR TO PERFORMING THIS SITE VISIT AND VALIDATING THE INFORMATION ON THESE DRAWINGS AND ANY ADDITIONAL INFORMATION THE CONTRACTOR NEEDS TO PERFORM THE WORK.
- THE CONTRACTOR SHALL PERFORM THIS PRE-CONSTRUCTION WORK AND REPORT ALL DISCREPANCIES TO THE CUSTOMER AND THE ENGINEER OF RECORD OR BE LIABLE FOR THE LABOR & MATERIALS FOR DISCREPANCIES NOT CAUGHT BY THE CONTRACTOR'S DUE DILIGENCE SITE VISIT.

CODE COMPLIANCE

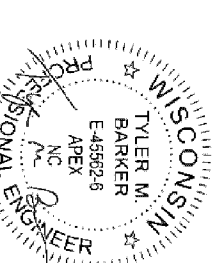
ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.
STRUCTURAL CODE: IRC 2009 1A-222-G



0041 3677 EXP. 01/31/2018

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

REV.	DATE	DESCRIPTION	INITIALS
A	12/01/17	PRELIMINARY ISSUE	ESB
0	12/01/17	PER CONSTRUCTION	ESB



W10184
EAST MONONA
FA#: 10014130
4740 SPANEM AVENUE
MADISON, WI 53716

SHEET TITLE
TITLE SHEET &
DRAWING INDEX

SHEET NUMBER
T-1

GENERAL NOTES

- 1. THESE MODIFICATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE GOVERNING PROVISIONS OF ILL/EN-222, ASCE 7, AWS, K2, AND AWS. MATERIALS AND SERVICES PROVIDED BY THE CONTRACTOR SHALL CONFORM TO THE ABOVE-MENTIONED CODES AND THE CONTRACT SPECIFICATIONS.
2. ALL MATERIALS UNLESS FOR THIS PROJECT MUST BE NEW AND FREE OF ANY DEFECTS.
3. ALL PRODUCT OR MATERIAL SUBSTITUTIONS PROPOSED BY THE CONTRACTOR SHALL BE APPROVED IN WRITING BY THE ENGINEER. CONTRACTOR SHALL PROVIDE DOCUMENTATION TO ENGINEER SUFFICIENT TO DETERMINE IF SUBSTITUTE IS ACCEPTABLE FOR USE AND MEETS THE ORIGINAL DESIGN CRITERIA. DIFFERENCES FROM THE ORIGINAL DESIGN, INCLUDING MAINTENANCE, REPAIR AND REPAIR/REPAIR, SHALL BE NOTED. ESTIMATES OF COSTS/GREENTS ASSOCIATED WITH THE SUBSTITUTION (INCLUDING RE-DESIGN COSTS AND COSTS TO SUB-CONTRACTORS) SHALL BE PROVIDED TO THE ENGINEER. CONTRACTOR SHALL PROVIDE ADDITIONAL DOCUMENTATION AND/OR SPECIFICATIONS TO THE ENGINEER AS REQUESTED.

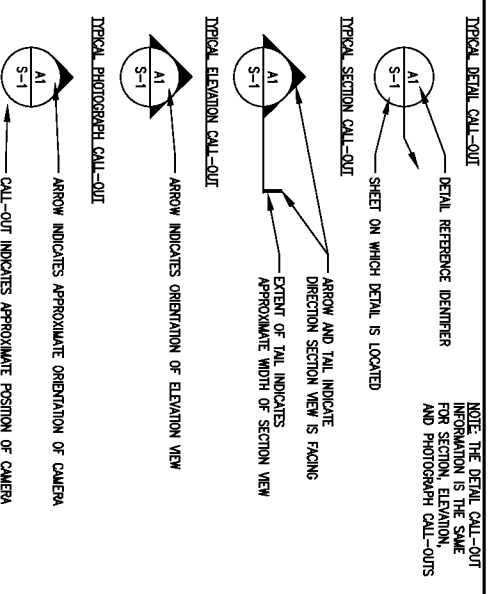
STRUCTURAL STEEL NOTES

- 1. STRUCTURAL STEEL SHALL CONFORM WITH THE FOLLOWING SPECIFICATIONS:
a) STRUCTURAL STEEL SHAPES, PLATES AND BARS (EXCEPT W-SHAPES)-ASTM A57, Fy=36 KSI
b) PEPES - ASTM A573, GRADE B, Fy=50 KSI
c) HSS-SHAPES - ASTM A500, GRADE B, Fy=42 KSI (ROUND) Fy=46 KSI (SQUARE & RECTANGULAR)
d) ANCHOR & ALL-THREAD RODS - ASTM F1554, GRADE 55
e) STRUCTURAL BOLTS SMALLER THAN 3/4" - DIMENSIONS: SAME B18.2.1 | MATERIAL: SAE A499 GRADE 5 | THREADING: SAME B11.1, UNC, CLASS 2A | FINISH: HOT-DIP GALVANIZED OR ZINC-PLATED
g) SHEET METAL SCREWS - DIMENSIONS: SAME B18.6.3 | MATERIAL: SAE J933 | FINISH: HOT-DIP GALVANIZED OR ZINC-PLATED
h) NUTS FOR BOLTS/ALL-THREAD - ASTM A563 (THREADING TO MATCH BOLT)
i) WASHERS FOR BOLTS/ALL-THREAD - ASTM F438
j) W & WT SHAPES - ASTM A58, Fy=36 KSI (IF OTHER SPEC IS UNAVAILABLE)
ALTERNATE SPEC: ASTM A992 (IF OTHER SPEC IS UNAVAILABLE)

CONTRACTOR NOTES

- 1. PRIOR TO BEGINNING CONSTRUCTION, ALL CONTRACTORS AND SUBCONTRACTORS MUST ACKNOWLEDGE IN WRITING TO STRUCTURE OWNER THAT THEY HAVE OBTAINED, UNDERSTAND, AND WILL FOLLOW STRUCTURE OWNER STANDARDS OF PRACTICE, CONSTRUCTION GUIDELINES, ALL SITE AND STRUCTURE/TOWER SAFETY PROCEDURES, ALL PRODUCT LIMITATIONS AND INSTALLATION PROCEDURES USED ON SITE, AND PROPOSED MODIFICATIONS DESCRIBED, RECEIPT OF ACKNOWLEDGEMENT MUST OCCUR PRIOR TO BEGINNING CONSTRUCTION OR CLIMBING. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE THIS DOCUMENTATION FOR STRUCTURE OWNER ON COMPANY LETTERHEAD AND THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO OBTAIN THIS DOCUMENTATION FROM ALL SUBCONTRACTORS (ON SUBCONTRACTOR LETTERHEAD) AND DELIVER IT TO THE STRUCTURE OWNER.
2. IF THE CONTRACTOR DISCOVERS ANY EXISTING CONDITIONS THAT ARE NOT REPRESENTED ON THESE DRAWINGS OR ANY CONDITIONS THAT WOULD INTERFERE WITH THE INSTALLATION OF THE MODIFICATIONS, THE ENGINEER OF RECORD SHALL BE CONTACTED IMMEDIATELY TO EVALUATE THE SIGNIFICANCE OF THE DEVIATION.
3. THE CONTRACTOR SHALL SOLICIT AND HIRE THE SERVICES OF A QUALIFIED MODIFICATION INSPECTOR PRIOR TO BEGINNING CONSTRUCTION. THE MODIFICATION INSPECTOR MAY BE AN EMPLOYEE OF THE CONTRACTOR'S FIRM, HOWEVER THE INSPECTOR'S ONLY DUTIES SHALL BE INSPECTION, TESTING, AND REPORT CREATION AS REQUIRED ON THE MODIFICATION INSPECTION NOTES' SHEET. THE INSPECTOR SHALL BE QUALIFIED AS A REGISTERED PROFESSIONAL ENGINEER (P.E.) OR AS AN ENGINEERING INTERN (EI) OR ENGINEER IN TRAINING (EIT) UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL ENGINEER (P.E.). IT IS ALSO ACCEPTABLE FOR THE CONTRACTOR TO SUBCONTRACT THE MODIFICATION INSPECTOR DUTIES TO A THIRD PARTY FIRM MEETING THE ABOVE REQUIREMENTS.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AND TOWER OWNER OF THE PLANNED CONSTRUCTION & INSPECTION SCHEDULE, AS WELL AS ANY CHANGES TO THE SCHEDULE, WITHIN TWO BUSINESS DAYS OF THE COMPLETION OF THE SCHEDULE OR SCHEDULE REVISION BOTH PRIOR TO BEGINNING CONSTRUCTION AND DURING CONSTRUCTION AS THE SCHEDULE CHANGES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD WHEN PHASES OF CONSTRUCTION HAVE BEEN MOVED UP AND SHALL GIVE THE ENGINEER ADEQUATE NOTICE SO THAT THE ENGINEER OF RECORD MAY, AT THEIR DISCRETION, INSPECT PORTIONS OF THE WORK THAT ARE DEEMED CRITICAL TO THE INTEGRITY OF THE STRUCTURE. FAILURE TO PROVIDE THIS NOTICE MAY RESULT IN REJECTION OF THE CONTRACTOR'S WORK. THE CONTRACTOR SHALL ALSO NOTIFY THE ENGINEER OF RECORD AND THE STRUCTURE OWNER WHEN THE WORK HAS BEEN COMPLETED WITHIN 2 BUSINESS DAYS OF THE COMPLETION OF THE WORK AND ASSOCIATED MODIFICATION INSPECTIONS & TESTING.
5. IT IS ASSUMED THAT ANY STRUCTURAL MODIFICATION WORK SPECIFIED ON THESE PLANS WILL BE ACCOMPLISHED BY KNOWLEDGEABLE WORKMAN WITH TOWER CONSTRUCTION EXPERIENCE WHO INCLUDES PROVIDING THE NECESSARY CERTIFICATIONS TO THE STRUCTURE OWNER AND ENGINEER, INCLUDING BUT NOT LIMITED TO TOWER CLIMBER AND RESISTE CLIMBER CERTIFICATIONS, QUALIFIED WELDER CERTIFICATES, CERTIFIED WELDING INSPECTOR (CWI), GED/INTELS, ET CETERA.
6. THESE DRAWINGS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERSEDE AND DIRECT THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL DETERMINE, MEANS, TECHNIQUES, SEQUENCES AND PROCEDURES.
7. CONTRACTOR SHALL WORK WITHIN THE LIMITS OF THE STRUCTURE OWNER'S PROPERTY OR LEASE AREA AND APPROVED EASEMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY WORK IS WITHIN THESE BOUNDARIES. CONTRACTOR SHALL EMPLOY A SURVEYOR AS REQUIRED. ANY WORK OUTSIDE THESE BOUNDARIES SHALL BE APPROVED IN WRITING BY THE LAND OWNER PRIOR TO MOBILIZATION. CONSTRUCTION STAKING AND BOUNDARY MARKING IS THE RESPONSIBILITY OF THE CONTRACTOR.

SYMBOLS AND CALL-OUTS

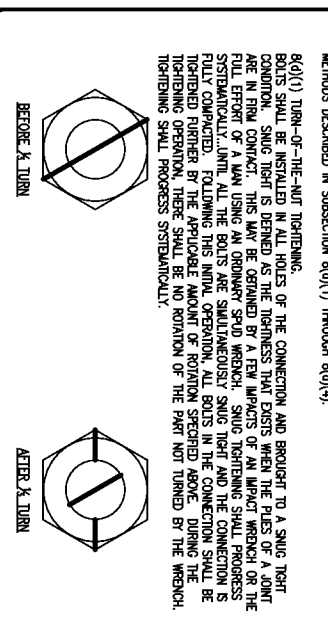


STANDARD ABBREVIATIONS

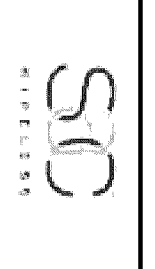
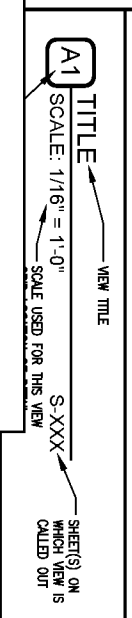
Table with 2 columns: Abbreviation (e.g., A1, B1, C1) and Meaning (e.g., ABOVE FINISHED FLOOR ARCHITECT, -URAL; MASONRY MATERIAL; MAX. MECH).

BOLT TIGHTENING PROCEDURE

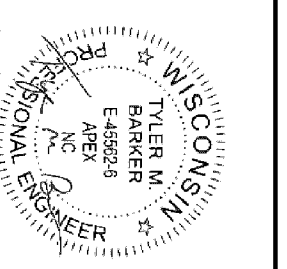
- 1. TIGHTEN BOLTS BY ASC. TURN OF THE NUT METHOD USING THE CHART BELOW.
BOLT LENGTHS UP TO AND INCLUDING FOUR DIAMETERS: +1/3 TURN BEYOND SING TIGHT
BOLT LENGTHS UP TO AND INCLUDING FOUR TO EIGHT DIAMETERS: +1/2 TURN BEYOND SING TIGHT
BOLT LENGTHS OVER EIGHT AND UP TO THIRTEEN DIAMETERS: +2/3 TURN BEYOND SING TIGHT
2. SPURGE BOLTS SUBJECT TO DIRECT TENSION SHALL BE INSTALLED AND TIGHTENED AS PER SECTION FOLLOWS:
TENSILEBARS SHALL BE INSTALLED IN PROPERLY ALIGNED HOLES AND BE TIGHTENED BY ONE OF THE METHODS DESCRIBED IN SUBSECTION 8(d)(1) THROUGH 8(d)(4).



SECTION / ELEVATION / DETAIL VIEW CALLOUTS



REVISIONS table with columns: NO., DATE, DESCRIPTION, INITIALS. Includes entries for PRELIMINARY ISSUE and PER CONSTRUCTION.



WI0184 EAST MONONA FA# 10014130 4740 SPANEM AVENUE MADISON, WI 53716

STRUCTURAL NOTES SHEET NUMBER GN-1

PRE-CONSTRUCTION INSPECTION CHECKLIST	
CONSTRUCTION AND/OR INSTALLATION INSPECTORS REQUIRED FOR REPORT? (CHECK=YES, BLANK=NO)	INSPECTION REPORT ITEM
✓	MODIFICATION INSPECTION CHECKLIST
✓	SHOP DRAWINGS APPROVED BY ENGINEER OF RECORD (LATEST REVISION)
✓	FABRICATION INSPECTION
	FABRICATOR'S CERTIFIED WELD INSPECTOR (CWI)
	FABRICATOR'S QUALIFIED PERSONNEL FOR WELDING
✓	MATERIAL TEST REPORT(S) / MILL CERTIFICATE(S)
	FABRICATOR'S NON-DESTRUCTIVE TESTING (NDT) TECHNICIAN
✓	PACKING SLIPS FOR STRUCTURAL MATERIALS

CONSTRUCTION INSPECTION CHECKLIST	
CONSTRUCTION AND/OR INSTALLATION INSPECTORS REQUIRED FOR REPORT? (CHECK=YES, BLANK=NO)	INSPECTION REPORT ITEM
✓	CONSTRUCTION INSPECTIONS
	FOUNDATION INSPECTIONS
	CONCRETE COMPRESSIVE STRENGTH AND SLUMP TESTING RESULTS/CERTIFICATES
	ADHESIVE ANCHOR ROOF(S) INSTALLATION INSPECTION
	BASE PLATE GROUT INSPECTION
	THIRD-PARTY GENERATED WELD INSPECTION (INCLUDING IBC SPECIAL INSPECTIONS)
	SOIL EXCAVATION - DENSITY TESTING, COMPACTION INSPECTION/VERIFICATION, USE OF SUITABLE FILL
✓	QUANTIFYING REPAIR MATERIAL PREPARATION, INSPECTION, & PAINT APPLICATION
	GLY WIRE (RE-)TENSION REPORT AND INSPECTION
✓	PRIME CONTRACTOR'S AS-BUILT DOCUMENTS (SIGNED & DATED)

POST-CONSTRUCTION INSPECTION CHECKLIST	
CONSTRUCTION AND/OR INSTALLATION INSPECTORS REQUIRED FOR REPORT? (CHECK=YES, BLANK=NO)	INSPECTION REPORT ITEM
✓	MODIFICATION INSPECTOR'S ISSUE LIST (INCLUDING CORRECTIVE ACTIONS TAKEN) AND/OR REQUIRED RECORD DRAWINGS
	POST-INSTALLED ADHESIVE ANCHOR ROD PULL-OUT TESTING
✓	PHOTOGRAPHS OF MODIFICATIONS (INCLUDE PHOTOS OF BOTH SIDES OF WELDED OR BOLTED CONNECTIONS, OF OVERALL AND DETAIL VIEWS OF INSTALLED MODIFICATIONS, AND BEFORE/AFTER PHOTOS OF ANY ISSUES IDENTIFIED BY THE INSPECTOR)

GENERAL NOTES

- THE POST-MODIFICATION INSPECTION IS A VISUAL EXAMINATION OF STRUCTURE MODIFICATIONS AND A REVIEW OF ANY REQUIRED CONSTRUCTION INSPECTIONS, TESTING, AND OTHER DATA TO VERIFY THAT THE MODIFICATIONS ARE INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AS DESIGNED BY THE ENGINEER OF RECORD. THE CONTRACT DOCUMENTS INCLUDE THESE MODIFICATION DRAWINGS, ANY PROJECT SPECIFICATIONS REFERENCED TO IN THE PROJECT NOTES OR OTHERWISE PROVIDED WITH THE DRAWINGS, AND OTHER DOCUMENTS OR DRAWINGS PROVIDED WITH THE MODIFICATION DRAWINGS WITH THE INTENT THAT THEY BE USED AS A DESIGN AND OR GUIDELINE FOR CONSTRUCTION.
- THE POST-MODIFICATION INSPECTION SHALL CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A QUALITATIVE REVIEW OF THE ENGINEERING ASPECTS OF THE DESIGN OR THE DESIGN DRAWINGS. THE MODIFICATION INSPECTOR IS NOT TAKING OWNERSHIP OF THE MODIFICATION DESIGN IN PERFORMANCE OF THEIR DUTIES. OWNERSHIP OF THE MODIFICATION DESIGN'S EFFECTIVENESS AND INTENT, AS WELL AS ALL ASSOCIATED RISK, LIES WITH THE ENGINEER OF RECORD AT ALL TIMES.
- TO ENSURE THAT THE REQUIREMENTS OF THE POST-MODIFICATION INSPECTION ARE MET, IT IS ESSENTIAL THAT COORDINATION BETWEEN THE PRIME CONTRACTOR AND THE MODIFICATION INSPECTOR BEGINS AS SOON AS THE PROJECT IS FUNDED AND WORK ENTERS THE PLANNING STAGE. THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL BE PROACTIVE IN IDENTIFYING CONSTRUCTION ISSUES AND COMMUNICATING THESE ISSUES TO EACH OTHER AND TO THE ENGINEER OF RECORD AND STRUCTURE OWNER & CUSTOMER, AS REQUIRED.

INSPECTION AND REPORT RECOMMENDATIONS

1. THE FOLLOWING ARE PROVIDED WITH THE INTENT OF ENHANCING THE EFFECTIVENESS OF THE MODIFICATION INSPECTION AND IMPROVING THE EFFICIENCY OF THE PROCESS OF COLLECTING AND COMPILING THE INFORMATION INTO A USABLE REPORT:

- IT IS RECOMMENDED THAT THE PRIME CONTRACTOR PROVIDE THE MODIFICATION INSPECTOR AT LEAST 5 BUSINESS DAYS NOTICE FOR WHEN THE SITE WILL BE READY FOR THE MODIFICATION INSPECTION.
- THE PRIME CONTRACTOR AND THE MODIFICATION INSPECTOR SHALL COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
- THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL BOTH BE PRESENT DURING THE INITIAL INSPECTION IN ORDER TO ALLOW FOR THE REPAIR OF DEFICIENCIES DURING THE INSPECTION AS PRACTICABLE. IT MAY BE PREFERRED TO KEEP WORK CREWS AND THEIR EQUIPMENT ON-SITE TO REMEDIATE DEFICIENCIES DURING INSPECTIONS.

INSPECTION RESCHEDULING AND CANCELLATION

- IF THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR HAVE AGREED UPON A TIME AND DATE FOR A GIVEN INSPECTION AND EITHER PARTY RESCHEDULES OR CANCELS THE INSPECTION, THE STRUCTURE OWNER SHALL NOT BE RESPONSIBLE FOR COSTS, FEES, LOST DEPOSITS, OR OTHER EXPENSES INCURRED BY THE PRIME CONTRACTOR, THEIR SUBCONTRACTOR(S), OR THE MODIFICATION INSPECTOR DUE TO THESE SCHEDULING CHANGES. EXCEPTIONS MAY BE MADE IN THE EVENT OF UNCONTROLLABLE SITUATIONS SUCH AS NATURAL DISASTERS, SEVERE WEATHER, OR OTHER CONDITIONS THAT COMPROMISE THE SAFETY OF THE PARTIES INVOLVED.

REMEDATION OF FAILING INSPECTION

- IN THE EVENT THAT ANY PORTION OF THE MODIFICATION WORK IS DETERMINED TO BE UNSATISFACTORY BY THE MODIFICATION INSPECTOR, THE PRIME CONTRACTOR SHALL WORK WITH THE MODIFICATION INSPECTOR TO CREATE A PLAN OF ACTION THAT WILL EITHER:
 - REPAIR THE DEFICIENT WORK TO SATISFACTORY CONDITION AND INCLUDE A SUBSEQUENT RE-INSPECTION OF THE WORK TO VERIFY THAT IT IS SATISFACTORY
 - OR, WITH THE PERMISSION OF THE STRUCTURE OWNER AND/OR CUSTOMER, THE PRIME CONTRACTOR MAY DETERMINE IF IT IS STRUCTURALLY ACCEPTABLE. IF THIS ACTION IS NOT ACCEPTABLE TO ANY PARTY, THE PRIME CONTRACTOR SHALL PROCEED TO REPAIR THE DEFICIENT WORK TO A SATISFACTORY CONDITION.

MODIFICATION INSPECTOR'S RESPONSIBILITIES

- THE MODIFICATION INSPECTOR SHALL CONTACT THE PRIME CONTRACTOR AS SOON AS THEY HAVE RECEIVED A PURCHASE ORDER OR PAYMENT FOR THIS INSPECTION. THE MODIFICATION INSPECTOR SHALL REVIEW THE REQUIREMENTS OF THE INSPECTION CHECKLIST, SHALL WORK WITH THE PRIME CONTRACTOR TO DEVELOP A SCHEDULE OF NECESSARY ON-SITE INSPECTIONS, AND SHALL DISCUSS ANY SITE-SPECIFIC INSPECTION REQUIREMENTS OR OTHER CONCERNS.
- THE MODIFICATION INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL PRIME CONTRACTOR INSPECTION AND TEST REPORTS (INCLUDING THOSE OF ASSIGNED SUB-CONTRACTORS), SHALL REVIEW THE REPORTS FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS, SHALL CONDUCT THE NECESSARY ON-SITE INSPECTIONS, AND SHALL COMPLETE AND SUBMIT THE MODIFICATION INSPECTION REPORT.

PRIME CONTRACTOR'S RESPONSIBILITIES

- THE PRIME CONTRACTOR SHALL CONTACT THE MODIFICATION INSPECTOR AS SOON AS THEY HAVE RECEIVED A PURCHASE ORDER OR PAYMENT FOR THE MODIFICATION INSTALLATION OR PRODUCT. THE PRIME CONTRACTOR SHALL REVIEW THE REQUIREMENTS OF THE MODIFICATION INSPECTION CHECKLIST. SHALL WORK WITH THE MODIFICATION INSPECTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, AND SHALL DISCUSS SPECIFIC INSPECTION AND TESTING REQUIREMENTS WITH THE MODIFICATION INSPECTOR IN DETAIL TO OBTAIN A FULL UNDERSTANDING OF THE REQUIRED INSPECTIONS AND TESTING.
- THE PRIME CONTRACTOR SHALL PERSON AND RECORD THE TESTING AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MODIFICATION INSPECTION CHECKLIST.

PHOTOGRAPHY REQUIREMENTS

- THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL, BETWEEN THE EFFORTS OF BOTH PARTIES AND THEIR EMPLOYED PERSONNEL, PROVIDE PHOTOGRAPHS WITH THE INSPECTION REPORT TO INCLUDE THE FOLLOWING:
 - GENERAL SITE PHOTOGRAPHS PRE-CONSTRUCTION
 - MODIFICATION INSTALLATION PHOTOGRAPHS DURING CONSTRUCTION/ERECTION OPERATIONS AND INSPECTIONS
 - RAW MATERIALS
 - PHOTOS OF DETAILED WORK REQUIRED ON THE DRAWINGS (CONNECTIONS, WELDMENTS, FIELD-FABRICATED MEMBERS, ETC)
 - PHOTOS OF DETAILED WORK REQUIRED ON THE DRAWINGS (INCLUDING A FILLET WELD SIZE GAUGE, AS APPLICABLE)
 - BOLT INSTALLATION AND TORQUE/PRE-TENSION
 - FINAL INSTALLED CONDITION (AFTER DEFICIENT CONDITIONS, IF ANY, ARE REPAIRED).
 - REPAIR OF SURFACE COATINGS (INCLUDING GALVANIZING AND/OR PAINT COATING)
 - PHOTOGRAPHS OF THE FINAL STATE OF THE SITE AT CONCLUSION OF THE WORK BY THE PRIME CONTRACTOR ASSOCIATED SUBCONTRACTORS, AND THE MODIFICATION INSPECTOR
 - OTHER PHOTOS MAY BE INCLUDED AT PRIME CONTRACTOR & MODIFICATION INSPECTOR'S DISCRETION.

NOTE: PHOTOS OF MODIFICATIONS INSTALLED ON THE STRUCTURE ABOVE AN ELEVATION OF 20 FT. SHALL REQUIRE PHOTOS TAKEN FROM THE STRUCTURE AS WELL AS OVERALL PHOTOGRAPHS OF THE MODIFICATIONS TAKEN FROM THE GROUND.

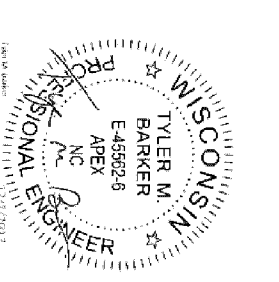
OWNER INSPECTIONS

- THE STRUCTURE OWNER MAY CONDUCT INSPECTIONS TO VERIFY THE QUALITY AND COMPLETENESS OF THE PREVIOUSLY COMPLETED MODIFICATION INSPECTION REPORTS FOR THE MODIFICATION INSTALLATION WORK.
- INSPECTIONS MAY BE COMPLETED BY A 3RD-PARTY FIRM OF THE STRUCTURE OWNER'S CHOOSING AFTER A MODIFICATION PROJECT IS COMPLETED AND A PENDING MODIFICATION INSPECTION REPORT IS ISSUED.



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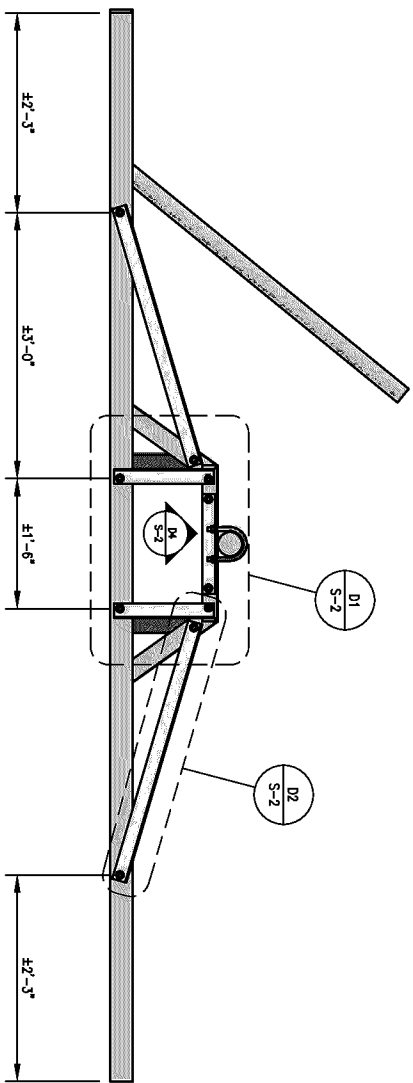


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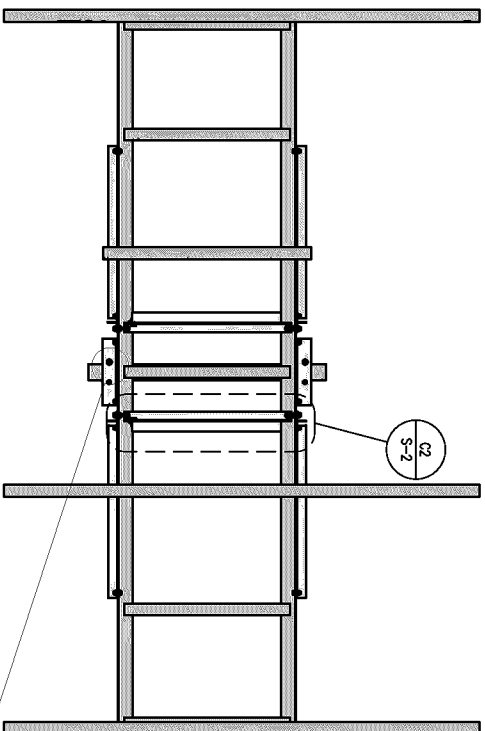
WI10184
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 FA#: 10014130
 4740 SPANEM AVENUE
 MADISON, WI 53716

SHEET TITLE
 MODIFICATION INSPECTION NOTES

SHEET NUMBER
IN-1



MOUNT PLAN VIEW
SCALE: N.T.S.



D1 MOUNT FRONT ELEVATION VIEW
SCALE: N.T.S.

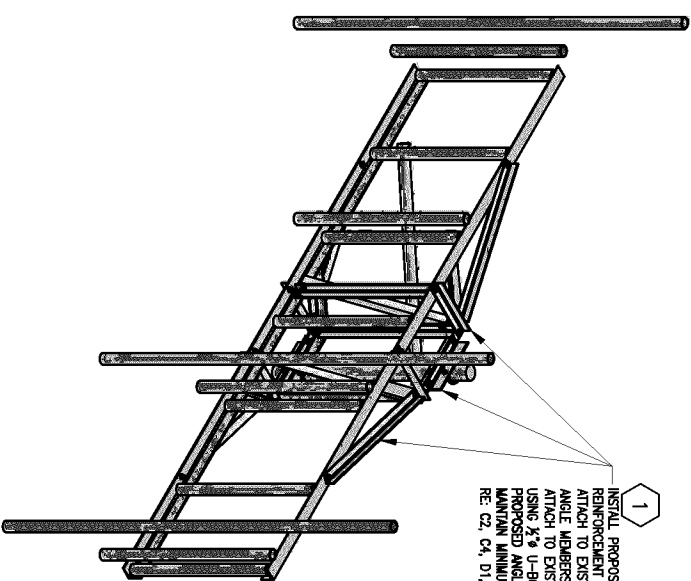
2 RELOCATE EQUIPMENT AS REQUIRED, TO FACILITATE INSTALLATION OF PROPOSED MODIFICATIONS ON MOUNT. REF: C1/S-2

TYPICAL MODIFICATION
MODIFICATION SCOPE SHOWN SHALL BE INSTALLED FOR ALL THREE MOUNTS ON TOWER

CONSTRUCTION NOTES

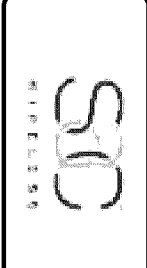
1. SCOPE OF WORK MUST BE COMPLETED AT WIND SPEEDS < 20 MPH.
2. ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR SHOULD FIELD VERIFY ALL DIMENSIONS BEFORE FABRICATION OF STEEL AND COMMENCEMENT OF WORK. FIELD CUT MEMBERS AS REQUIRED.
3. ALL HARDWARE SHOULD BE INSTALLED WITH "TURN OF THE NUT" METHOD (REF: Q1-1).

MODIFICATION SCHEDULE			
LABEL	ELEVATION	SCOPE	NOTES
1	442'-0"	INSTALL PROPOSED SECTOR FRAME REINFORCEMENT ANGLES AS SPECIFIED. ATTACH TO EXISTING SECTOR FRAME. ANGLE MEMBERS USING 1/2" BOLTS. ATTACH TO EXISTING UNIVERSAL PIPE USING 3/8" U-BOLTS. FIELD-CUT PROPOSED ANGLES AS REQUIRED. MAINTAIN MINIMUM BOLT EDGE DISTANCE.	12x24x4 L3x2x4 1/2" A325 BOLT 3/8" U-BOLTS
2	442'-0"	RELOCATE EQUIPMENT AS REQUIRED, TO FACILITATE INSTALLATION OF PROPOSED MODIFICATIONS ON MOUNT.	S-1 S-2



1 INSTALL PROPOSED SECTOR FRAME REINFORCEMENT ANGLES AS SPECIFIED. ATTACH TO EXISTING SECTOR FRAME. ANGLE MEMBERS USING 1/2" BOLTS. ATTACH TO EXISTING UNIVERSAL PIPE USING 3/8" U-BOLTS. FIELD-CUT PROPOSED ANGLES AS REQUIRED. MAINTAIN MINIMUM BOLT EDGE DISTANCE. REF: C2, C4, D1, D2, D4/S-2

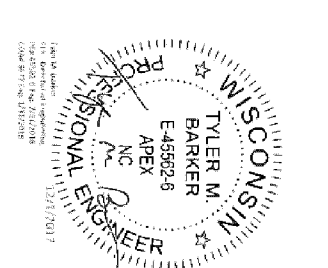
D3 MOUNT ISOMETRIC VIEW
SCALE: N.T.S.



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SHEET TITLE
MOUNT VIEWS & MODIFICATION SCHEDULE

SHEET NUMBER
S-1

EXHIBIT C (Page 14 of 19)

EQUIPMENT RELOCATION PHOTO
SCALE: N.T.S.

D1 PROPOSED REINFORCEMENT DETAIL (TYP)
SCALE: N.T.S.

D2 PROPOSED VERTICAL FACE HORIZONTAL REINFORCEMENT (TYP)
SCALE: N.T.S.

D3 PROPOSED REINFORCEMENT DETAIL (TYP)
SCALE: N.T.S.

D4 PROPOSED DIAGONAL REINFORCEMENT DETAIL (TYP)
SCALE: N.T.S.

D5 PROPOSED STANDOFF REINFORCEMENT DETAIL (TYP)
SCALE: N.T.S.

CON 3677 EPR 01/31/2018

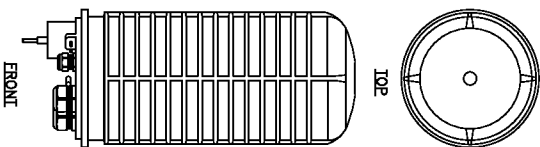
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A	12/01/17	PRELIMINARY ISSUE	SSJ
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MADISON, WI 53716

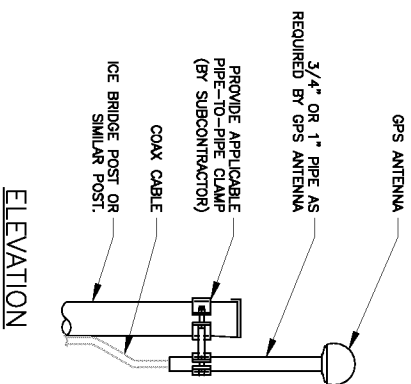
SHEET TITLE
MODIFICATION
DETAIL VIEWS

SHEET NUMBER
S-2



RAYCAP DC6-48-60-18-8C	MANUFACTURE: RAYCAP
MODEL: DC6-48-60-18-8C	
DIMENSIONS: (IN) H X W X D	18.2" X 10.2" X 10.2"
WEIGHT (LBS):	26LBS WITH BRACKET
NOMINAL OPERATION VOLTAGE	48 VDC
VOLTAGE PROTECTION RATING	300 VOLTS

DC6-48-60-18-8C RAYCAP SPECIFICATIONS
SCALE: N.T.S. RE: GN22/GN1



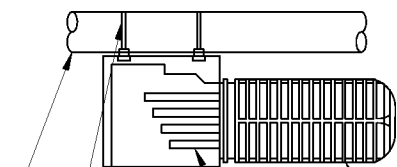
ELEVATION

NOTES

1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SKY AND CANNOT HAVE ANY BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.
2. ALL GPS ANTENNA LOCATIONS MUST BE ABLE TO RECEIVE CLEAR SIGNALS FROM A MINIMUM OF FOUR (4) SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA.

4 GPS ANTENNA MOUNT DETAIL

SCALE: N.T.S. RE: GN22/GN1



2 SURGE UNIT MOUNTING DETAIL (TYP.)
SCALE: N.T.S. RE: GN22/GN1

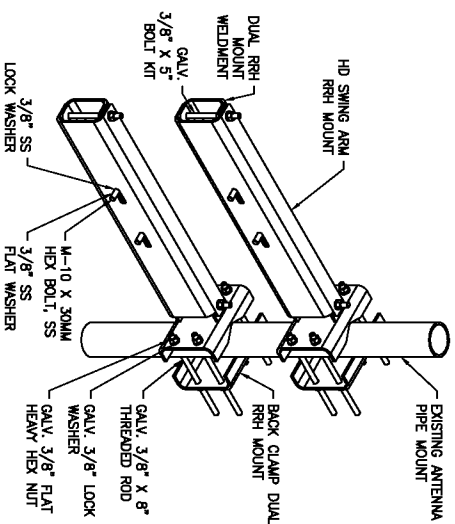
PROPOSED RAYCAP FIBER & DC DISTRIBUTION UNIT WITH INTEGRATED SURGE PROTECTOR

PROPOSED DC POWER CABLE: ROSENBERGER WR-V086ST-BRD/BAWG-6C, FIBER CABLE: ROSENBERGER L988_002_XXX (18 TRUNK), ROUTED FROM EQUIPMENT SHELTER TO AT&T ANTENNAS

RAYCAP POLE MOUNT HARDWARE PROVIDED WITH UNIT

PROPOSED PIPE MOUNT

DUAL MOUNTING BRACKET	VENDOR: COMSCOPE
MODEL: MTC33328DHD	
WEIGHT: 40.91 LBS	

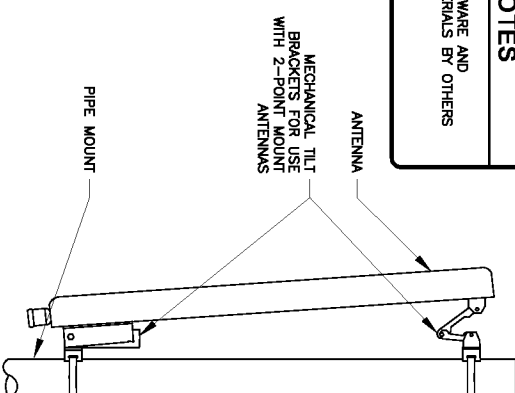


5 DUAL MOUNTING BRACKET - HD SPECIFICATIONS

SCALE: N.T.S. RE: GN22/GN1

NOTES

ANTENNA, HARDWARE AND MOUNTING MATERIALS BY OTHERS



3 DOWN TILT ASSEMBLY
SCALE: N.T.S. RE: GN22/GN1



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FA#: 10014130

4740 SPANAM AVE

MADISON, WI 53716

SHEET TITLE

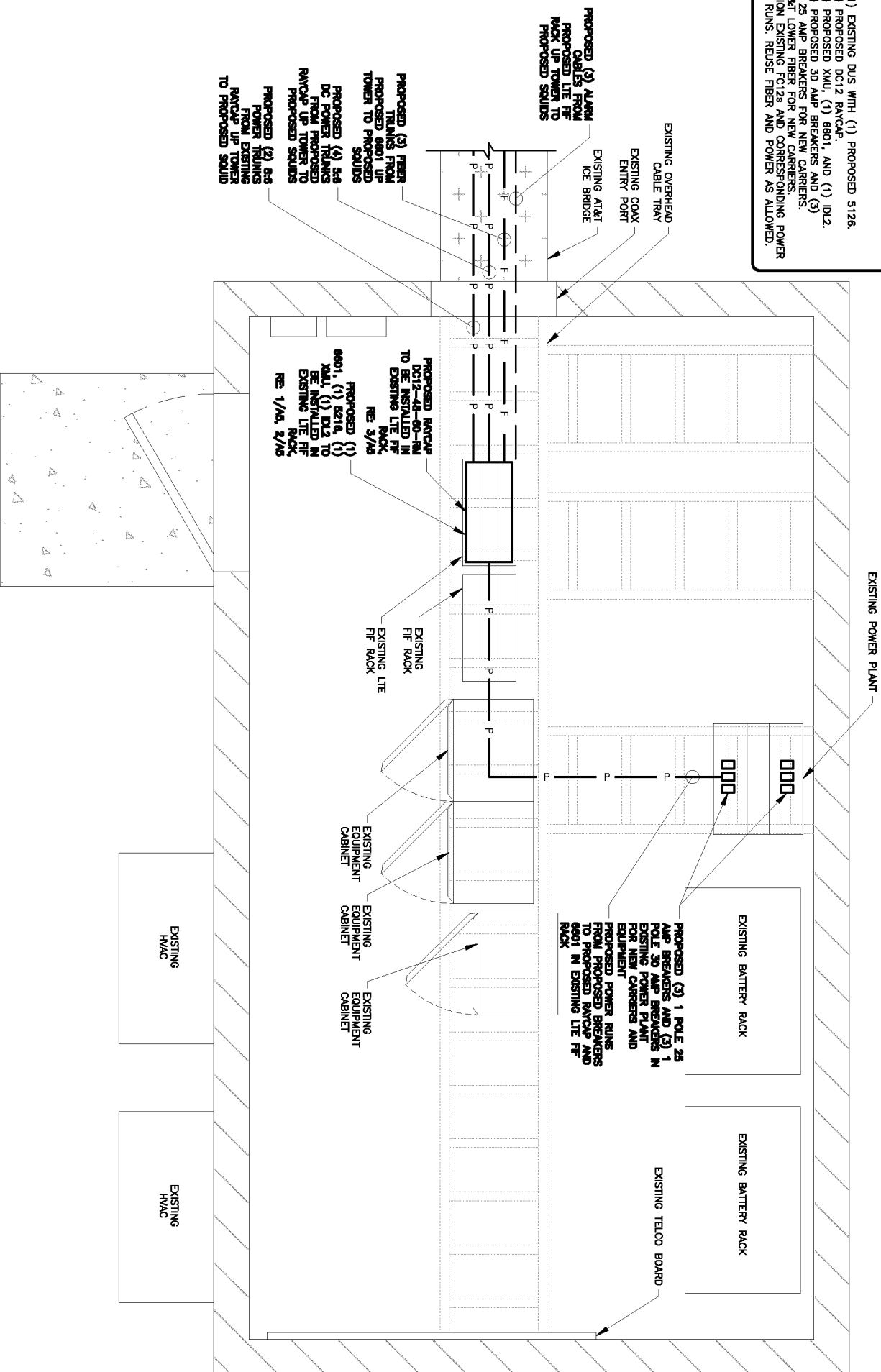
EQUIPMENT DETAILS

SHEET NUMBER

A7

SCOPE OF WORK

- GROUND WORK:**
1. REPLACE (1) EXISTING BUS WITH (1) PROPOSED 5126.
 2. INSTALL (1) PROPOSED DC12 RAYCAP.
 3. INSTALL (1) PROPOSED XMU, (1) 6601, AND (1) DL2.
 4. INSTALL (3) PROPOSED 30 AMP BREAKERS AND (3) PROPOSED 25 AMP BREAKERS FOR NEW CARRIERS.
 5. INSTALL AT&T LOWER FIBER FOR NEW CARRIERS.
 6. DECOMMISSION EXISTING FC128 AND CORRESPONDING POWER AND FIBER RUNS. REUSE FIBER AND POWER AS ALLOWED.



UTILITY PLAN
SCALE: 1/2"=1'-0"



930 NATIONAL PARKWAY
SHAWNEE, IL 60172

540 W. MADISON ST.
CHICAGO, IL 60661
WIRELESS

600 S. KELLY AVENUE, STE. D
EMMONS, OK 73003
PH: (405) 346-3400 FAX: (405) 341-4625
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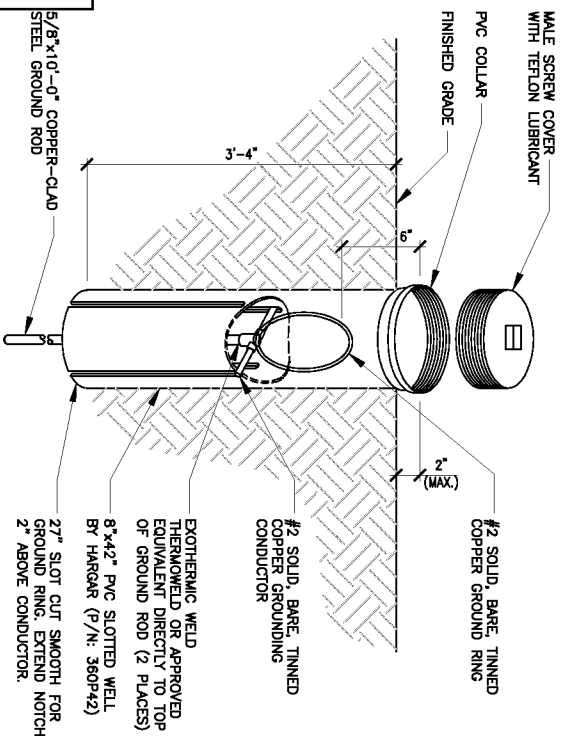
TYLER M. BARKER
E-4562-6
APEX

PE# 4562-6 EXP: 07/31/2018

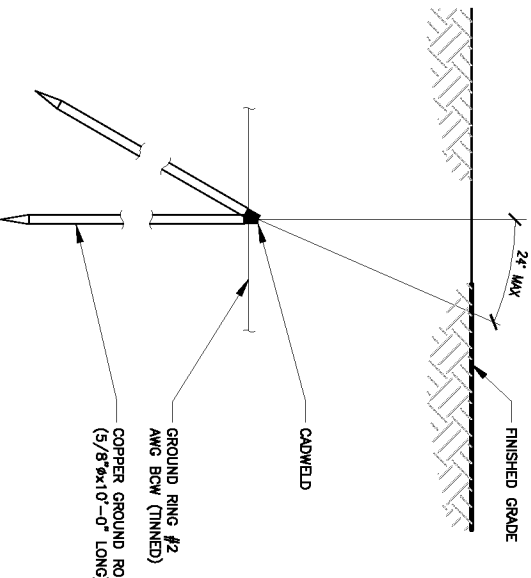
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FA#: 10014130
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MADISON, WI 53716

SHEET TITLE
UTILITY PLAN

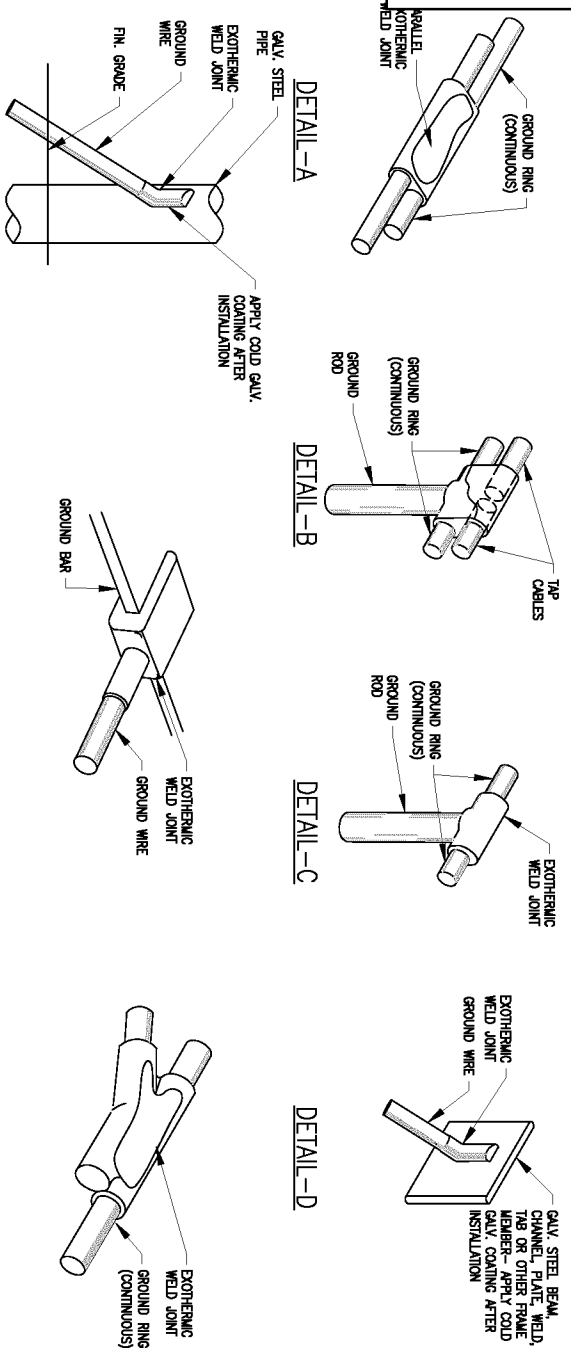
SHEET NUMBER
E1



GROUND ROD WITH INSPECTION WELL
SCALE: N.T.S.
RE: GN22/GN1

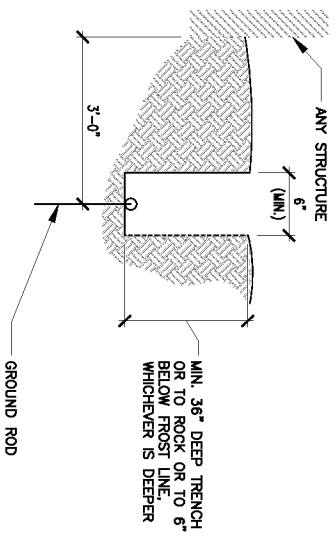


COPPER-CLAD STEEL GROUNDING ROD
SCALE: N.T.S.
RE: GN22/GN1



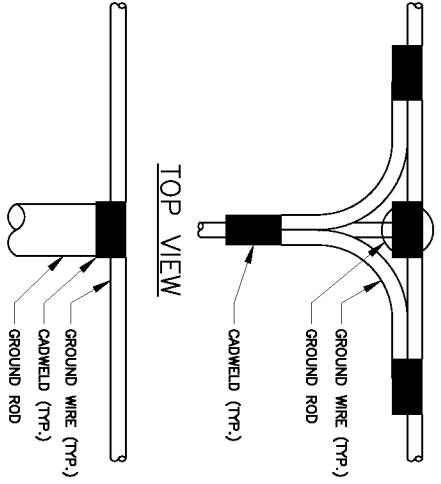
WELD CONNECTION DETAILS
SCALE: N.T.S.
RE: GN22/GN1

NOTES
GROUNDING EQUIPMENT WIRE SIZE, CONNECTIONS, LOCATION AND NUMBER OF RODS PER OWNER REQUIREMENTS. THIS INFORMATION IS SCHEMATIC AND SUPPLIED TO US AND IS FOR GENERAL REFERENCE ONLY. CONTACT OWNER OR OWNER'S ELECTRICAL ENGINEER FOR SPECIFICS OR QUESTIONS REGARDING ELECTRICAL CAPACITY, OR INSTALL PER PERMANENT ELECTRICAL CODES.

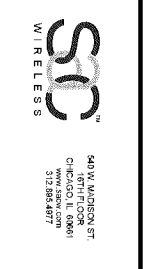


GROUND RING TRENCH DETAIL
SCALE: N.T.S.
RE: GN22/GN1

NOTES
MINIMUM SPACING OF 12" BETWEEN ALL CADWELDS

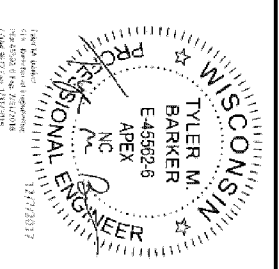


CADWELD GROUNDING DETAIL
SCALE: N.T.S.
RE: GN22/GN1



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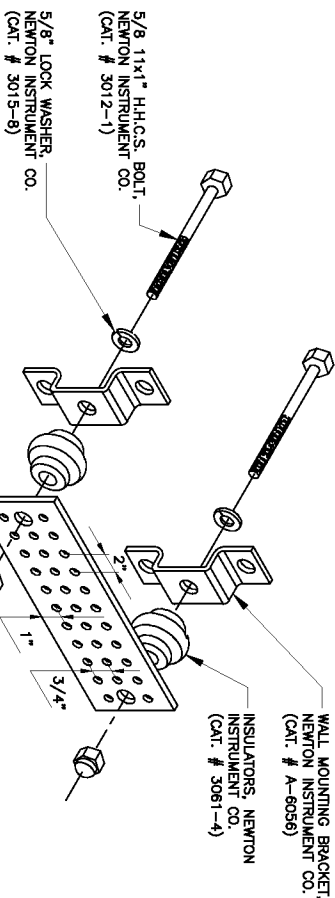
WI0184
EAST MONONA
FA#: 10014130
4740 SPANAM AVE
MADISON, WI 53716

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G1

NOTES

GROUNDING EQUIPMENT, WIRE SIZE, CONNECTIONS, LOCATION AND NUMBER OF RODS PER OWNER REQUIREMENTS. THIS INFORMATION IS SCHEMATIC AND SUPPLIED TO US AND IS FOR GENERAL REFERENCE ONLY. CONTACT OWNER OR OWNERS ELECTRICAL ENGINEER FOR SPECIFICS OR QUESTIONS REGARDING ELECTRICAL CAPACITY, OR INSTALL PER PERTINENT ELECTRICAL CODES.



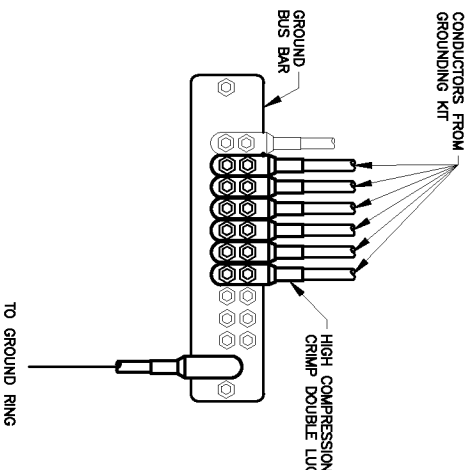
NOTES

GROUND BAR SHALL BE SIZED TO ACCOMMODATE ALL GROUNDING CONNECTIONS REQUIRED PLUS PROVIDE 50% SPARE CAPACITY.

STANDARD GROUND BAR DETAIL
SCALE: N.T.S.

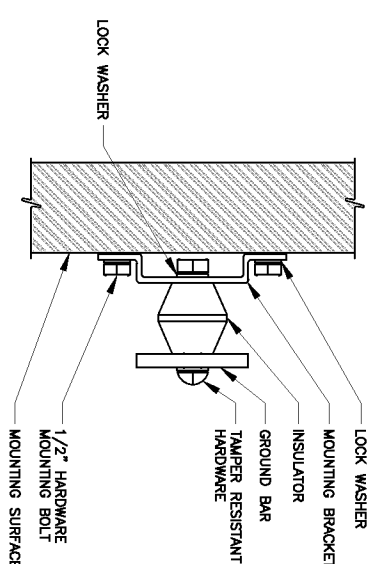
RE: GN22/GN1

2 GROUND BAR DETAIL
SCALE: N.T.S.

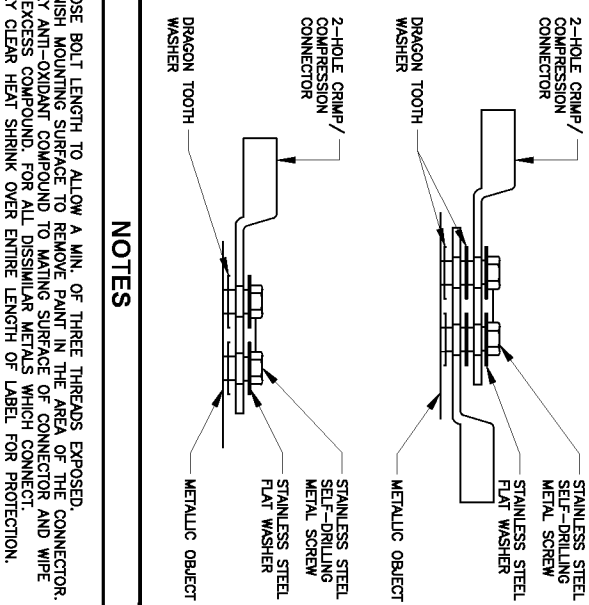
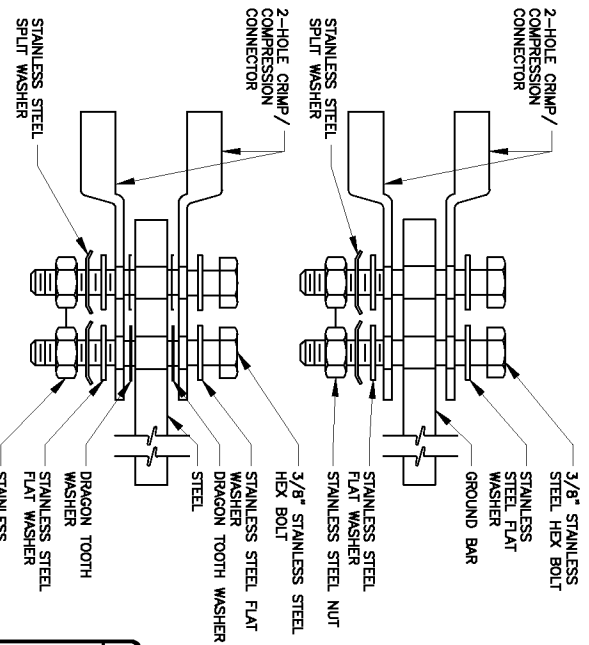
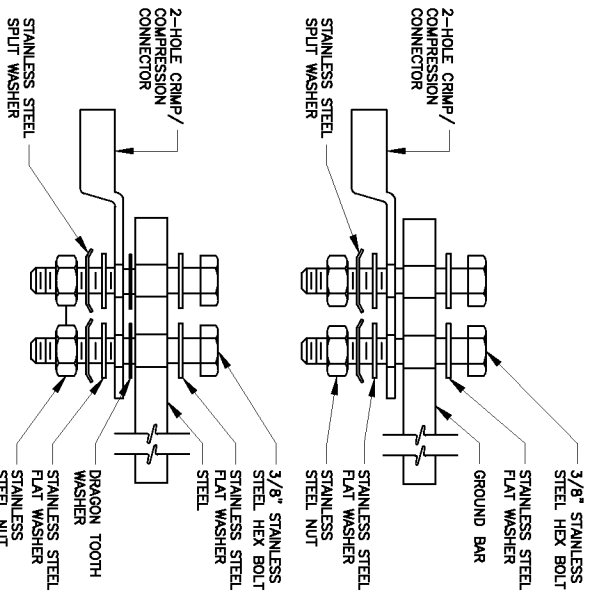


RE: GN22/GN1

3 ISOLATED GND BAR MOUNTING DETAIL
SCALE: N.T.S.



RE: GN22/GN1



NOTES

1. CHOOSE BOLT LENGTH TO ALLOW A MIN. OF THREE THREADS EXPOSED.
2. BURNISH MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF THE CONNECTOR.
3. APPLY ANTI-OXIDANT COMPOUND TO MATING SURFACE OF CONNECTOR AND WIPE OFF EXCESS COMPOUND. FOR ALL DISSIMILAR METALS WHICH CONNECT.
4. APPLY CLEAR HEAT SHRINK OVER ENTIRE LENGTH OF LABEL FOR PROTECTION. (REFER TO CONDUCTOR LABELS SECTION.)

4 TYPICAL GROUND BAR CONNECTION DETAILS
SCALE: N.T.S.

RE: GN22/GN1

930 NATIONAL PARKWAY
SHAWNEE, IL 60173

540 W. MADISON ST.
CHICAGO, IL 60661
WWW.SD.COM
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609 S. KELLY AVENUE, STE. D
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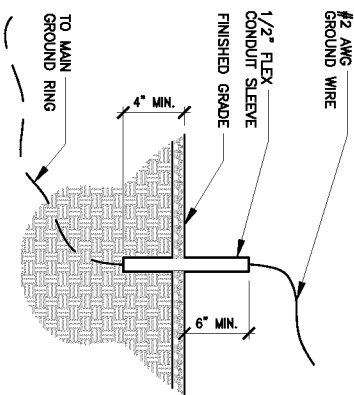
W10184
EAST MONONA
FA#: 10014130
4740 SPANAM AVE
MADISON, WI 53716

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G2

NOTES

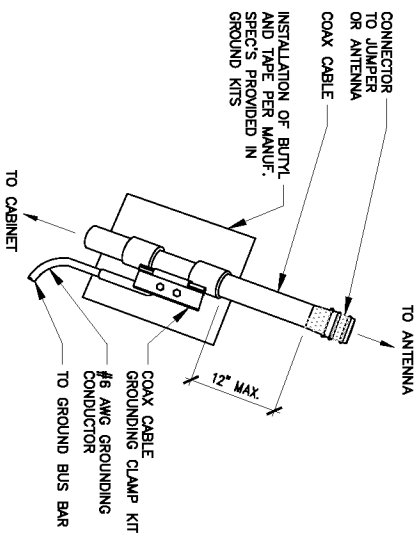
GROUNDING EQUIPMENT, WIRE SIZE, CONNECTIONS, LOCATION AND NUMBER OF RODS PER OWNER REQUIREMENTS. THIS INFORMATION IS SCHEMATIC AND SUPPLIED TO US AND IS FOR GENERAL REFERENCE ONLY. CONTACT OWNER OR OWNERS ELECTRICAL ENGINEER FOR SPECIFICS OR QUESTIONS REGARDING ELECTRICAL CAPACITY, OR INSTALL PER PERTINENT ELECTRICAL CODES.



3 NOT USED
SCALE: N.T.S.

1 GROUNDING SLEEVE DETAIL
SCALE: N.T.S.

RE: GN22/GN1



4 NOT USED
SCALE: N.T.S.

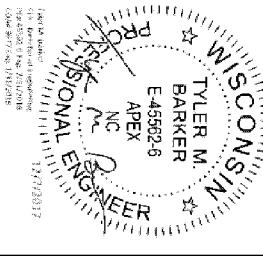
2 GROUNDING KIT DETAIL
SCALE: N.T.S.

RE: GN22/GN1



REV.	DATE	DESCRIPTION	INITIALS
A	10/06/17	PRELIMINARY ISSUE	MM
0	12/07/17	FOR CONSTRUCTION	PMO

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET



PE# 45562-6 EXP: 07/31/2018

W10184
EAST MONONA
FA#: 10014130
4740 SPANAM AVE
MADISON, WI 53716

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G3

EXHIBIT D

License Fee Schedule

	License Year	License Period	Base Antenna Fee*	Additional Equipment Occupancy Area (cu. ft.)	Additional Fee (per cu. ft.)**	Total Additional Fee	TOTAL LICENSE FEE
Initial Term	1	04/01/2022 - 03/31/2023	\$30,000.00	119.00	\$25.00	\$2,975.00	\$32,975.00
	2	04/01/2023 - 03/31/2024	\$30,900.00	119.00	\$25.75	\$3,064.25	\$33,964.25
	3	04/01/2024 - 03/31/2025	\$31,827.00	119.00	\$26.52	\$3,156.18	\$34,983.18
	4	04/01/2025 - 03/31/2026	\$32,781.81	119.00	\$27.32	\$3,250.86	\$36,032.67
	5	04/01/2026 - 03/31/2027	\$33,765.26	119.00	\$28.14	\$3,348.39	\$37,113.65
First Renewal Term	6	04/01/2027 - 03/31/2028	\$34,778.22	119.00	\$28.98	\$3,448.84	\$38,227.06
	7	04/01/2028 - 03/31/2029	\$35,821.57	119.00	\$29.85	\$3,552.31	\$39,373.87
	8	04/01/2029 - 03/31/2030	\$36,896.22	119.00	\$30.75	\$3,658.87	\$40,555.09
	9	04/01/2030 - 03/31/2031	\$38,003.10	119.00	\$31.67	\$3,768.64	\$41,771.74
	10	04/01/2031 - 03/31/2032	\$39,143.20	119.00	\$32.62	\$3,881.70	\$43,024.90
Second Renewal Term	11	04/01/2032 - 03/31/2033	\$40,317.49	119.00	\$33.60	\$3,998.15	\$44,315.64
	12	04/01/2033 - 03/31/2034	\$41,527.02	119.00	\$34.61	\$4,118.10	\$45,645.11
	13	04/01/2034 - 03/31/2035	\$42,772.83	119.00	\$35.64	\$4,241.64	\$47,014.47
	14	04/01/2035 - 03/31/2036	\$44,056.01	119.00	\$36.71	\$4,368.89	\$48,424.90
	15	04/01/2036 - 03/31/2037	\$45,377.69	119.00	\$37.81	\$4,499.95	\$49,877.65
Third Renewal Term	16	04/01/2037 - 03/31/2038	\$46,739.02	119.00	\$38.95	\$4,634.95	\$51,373.98
	17	04/01/2038 - 03/31/2039	\$48,141.19	119.00	\$40.12	\$4,774.00	\$52,915.19
	18	04/01/2039 - 03/31/2040	\$49,585.43	119.00	\$41.32	\$4,917.22	\$54,502.65
	19	04/01/2040 - 03/31/2041	\$51,072.99	119.00	\$42.56	\$5,064.74	\$56,137.73
	20	04/01/2041 - 03/31/2042	\$52,605.18	119.00	\$43.84	\$5,216.68	\$57,821.86

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

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

EXHIBIT E

(page 1 of 2)

EQUIPMENT MODIFICATION REQUEST FORM

A. GENERAL INFORMATION

1. Date of Request: _____
2. Address: 4724 Spaanem Avenue, Madison, WI
3. City Real Estate Project No.: 5048
4. Licensee's Site Reference Name & Number: _____
5. Full corporate name of Licensee: _____
 - a. Licensee's Corporate Designation: _____
 - b. Licensee Address: _____
 - c. Licensee Contact: _____
 - i. Office Phone: _____
 - ii. Mobile: _____
 - iii. Email: _____

B. SCOPE OF WORK

1. Description of proposed work (Example: Install 3 new radio units, relocate 3 antennas, add 3 tower mounted amplifiers): _____

2. Proposed timeframe for installation activities
 - a. Start date: _____
 - b. Completion date: _____
3. Specific equipment to be used (e.g., man-lift, crane, etc.): _____

4. Specify any potential disturbance or damage to City property and indicate proposed restoration plan and timeline (e.g., landscape disturbance, fence disturbance, etc.): _____

5. (If needed, include additional information as attachment)

C. REQUIRED REPORTS AND STUDIES

The following documents must be submitted to the City 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

EXHIBIT E
(page 2 of 2)

EQUIPMENT MODIFICATION REQUEST FORM (continued)
EQUIPMENT INVENTORY FORM

General Item Description (e.g., antenna, RRU, TMA, dish, etc.)	Model No.	# of Existing to Remain	# of Existing to be Removed	# of Existing to be Replaced	# of New Items

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5845320

07/01/2022 10:33 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 34

**The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.**

LICENSE

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

This License is entered into this 30th day of June, 2022, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (“City”), and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company (“Licensee”).

WITNESSETH:

WHEREAS, the City and TeleCorp Realty, LLC are parties to that certain License, dated June 25, 2002, as amended, and recorded with the Dane County Register of Deeds on July 2, 2002 as Document No. 3509221 (the “2002 License”); and

WHEREAS, the Licensee is the successor to TeleCorp Realty, LLC; and

WHEREAS, the 2002 License pertains to the placement by the Licensee of telecommunications equipment on the City-owned water tower located at 2829 Prairie Road, Madison, Wisconsin, together with the placement of equipment cabinets for housing telecommunications equipment on land near the base of the tower; and

WHEREAS, the term of the 2002 License is scheduled to expire on June 30, 2022, and the Licensee desires to continue to operate and maintain its telecommunications equipment at the site, and the City is agreeable to allowing such continued use.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Termination of 2002 License. The 2002 License shall terminate effective as of midnight of the day immediately preceding the “Effective Date” set forth in Paragraph 3.
2. Premises. The City hereby grants to the Licensee the continued right to place telecommunications antennas and ancillary equipment on the City-owned water tower (“Tower”) located at 2829 Prairie Road, Madison, Wisconsin, and to place telecommunications equipment within equipment cabinets on land near the base of the Tower (“Land”). The Tower and the Land are located on property (“Property”) described on Exhibit A and are depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference. The Land and the space on the Tower are hereinafter collectively referred to as the “Premises”.
3. Term. This License shall be for an initial term of five (5) years, subject to early revocation or termination pursuant to the terms of this License. This License shall commence as of July 1, 2022 (the “Effective Date”) and expire on June 30, 2027.

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

Tax Parcel No.: 251/0608-014-0501-5 (part of)

4. Renewal. This License may be renewed for three (3) subsequent five (5) year terms upon agreement of the parties as to the terms of the renewal. If the Licensee desires to renew this License, the Licensee must give notice in writing to the City a minimum of one hundred eighty (180) days prior to the expiration of the initial term or any renewal term in the manner specified in Paragraph 27. Following receipt of such notice, the City shall indicate by written notice to the Licensee, given within sixty (60) days after receipt of the Licensee's notice, of its approval or denial of the Licensee's request for renewal.
5. 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.
6. Use.
 - a. The Licensee's use of the Premises shall be limited to the placement, construction, operation, maintenance, repair, replacement and removal of up to twelve (12) telecommunications antennas ("Antenna" or "Antennas") on the Tower. The Licensee shall also be permitted to install ancillary equipment (e.g remote radio units, tower mounted amplifiers, etc.) ("Ancillary Equipment") on the Tower. The Antennas and Ancillary Equipment are hereinafter collectively referred to as the "Equipment".
 - b. The Licensee shall also be permitted to operate, maintain, repair, replace and remove the existing communications equipment cabinets ("Equipment Cabinets") on the Land, together with wiring and conduit necessary to connect the Equipment on the Tower and the Equipment Cabinets and to provide necessary utility service thereto. The current as-built construction drawings, including a complete and detailed inventory of all Equipment and improvements installed on the Tower and upon the Land, are attached hereto as Exhibit C and made part of this License by reference. The parties acknowledge that this License is non-exclusive and that the City will continue to use the Tower and shall have the right to lease or grant other licenses to one or more entities on the Tower, provided that any such subsequent use, lease, or license shall not interfere with the Licensee's rights under this License.
7. Acceptance of Premises. The Licensee has taken possession of the Premises pursuant to the 2002 License. The taking of possession of the Premises by the Licensee is conclusive evidence that the Licensee:
 - a. accepts the Premises as suitable for the purposes for which it is licensed; and
 - b. accepts the Premises and every part thereof in an as-is condition, with all defects, except for latent defects.
8. Administrative Fees.
 - a. The Licensee shall pay to the City a one-time administrative fee of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), the receipt of which is hereby acknowledged by the City, as payment of the City's costs of negotiating and processing this License.

- b. The Licensee shall pay to the City an administrative fee of Two Thousand and no/100 Dollars (\$2,000.00) for each subsequent amendment to this License, if any except for (i) an amendment requested by City or (ii) necessitated by City's actions.

9. License Fee.

- a. The Licensee shall pay to the City a base annual fee ("Base Antenna Fee") of Thirty Thousand and no/100 Dollars (\$30,000.00) for the right to install Equipment occupying up to one hundred (100) cubic feet of air space on the Tower and for the use of the Land. The Base Antenna Fee shall increase annually by three percent (3%) effective as of each anniversary of the Effective Date of this License.
- b. The Licensee shall pay an annual "Additional Fee" of Twenty-five and no/100 Dollars (\$25.00) per cubic foot of air space on the Tower occupied by the Equipment in addition to the 100 cubic feet of air space allowed in Paragraph 9.a. above, which Additional Fee shall be indexed at a rate of three percent (3%) annually, calculated retroactively for each full year since the Effective Date.
- c. The Base Antenna Fee and Additional Fee are hereinafter collectively referred to as the "License Fee". The License Fee schedule is set forth in attached Exhibit D.
- d. The first payment shall be due within forty-five (45) days of the 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. 7013, and sent or personally delivered to the City's Economic Development Division at the address specified in Paragraph 27.
- e. In addition to the provisions of Paragraph 20, the City shall have the right, under this Paragraph, to send late payments of the License Fee to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.

10. Interference.

The Licensee's installation, operation, and maintenance of the Equipment and Equipment Cabinets shall not damage or interfere in any way the City's Tower operations or related repair and maintenance activities or with such activities of other licensees. The Licensee agrees to cease all such actions which materially interfere with the City's use of the Tower immediately upon actual notice of such interference, provided however, in such case, the Licensee shall have the right to terminate the License. The City, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve the Premises in connection with Tower operations as may be necessary, including licensing part of the Tower and/or the Land to others, subject to the terms of this License. Except in cases of emergency, the City will endeavor to provide the Licensee with written notice in advance of any scheduled repair, maintenance, alteration or improvement of the Premises. The Licensee agrees to reimburse the City for any additional repair, maintenance, alteration or improvement costs which the City incurs as a result of the Licensee's Equipment being located on the Tower. The City shall attempt to minimize, at no additional expense to the City, any disturbance to the Licensee's operations during such repairs, maintenance, alterations or improvements. Should the

City's activities interfere with the Licensee's operation, the City shall, if feasible, allow the Licensee to install temporary facilities, at its sole cost, on the Property until such activities are completed.

Before making any modifications to the existing Equipment, the Licensee shall provide to the City, at the Licensee's expense, an interference study indicating whether the Licensee's modifications will interfere with any existing communications facilities on the Tower and an engineering study indicating whether the Tower is able to structurally support the modifications to the Licensee's Equipment without prejudice to the City's primary use of the Tower.

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

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

The Licensee's use and operation of its Equipment shall not interfere with the use and operation of other communication facilities on the Tower which pre-existed the Licensee's Equipment. If the Licensee's Equipment causes interference, the Licensee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated within five (5) days after the Licensee has actual notice of this interference, the Licensee shall immediately cease operating its Equipment until the interference has been eliminated (except for periodic testing pursuant to FCC regulations and generally accepted industry standards). If the interference cannot be eliminated within thirty (30) days, the Licensee shall have the right to terminate this License. If the interference cannot be eliminated within one hundred twenty (120) days, the City may revoke this License. In the event of termination or revocation of the License under this Paragraph, any License Fee that has been prepaid for the period following the termination or revocation shall be prorated on a per diem basis and refunded to the Licensee.

11. 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.

12. 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.

13. Special Conditions.

- a. The Licensee shall work to minimize the impact of any and all cable routes on the overall operation of and clearance spaces within the Tower. If the City finds Licensee's 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 and Equipment Cabinets.
- e. The Licensee shall have non-exclusive, unlimited access, 24 hours a day, 7 days a week, 365 days a year, to the Land.
- f. Access to the Tower shall be provided to the Licensee at all times upon notice to the City. The Licensee shall arrange for access to the Tower by contacting the City's Water Works Operator at (608) 266-4665 a minimum of two (2) business days in advance of the Licensee's desired access date. In the event of an emergency, shorter advance notice to the Water Works Operator shall be permissible. At all times during which the Licensee has access to the Tower, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Tower are properly secured in order to prevent unauthorized access to the Tower. The Licensee shall be assessed a penalty of Two Thousand and no/100 Dollars (\$2,000.00) for each instance of 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.
- g. At all times during which the Licensee has access to the Premises, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Premises are properly secured when not in use in order to prevent unauthorized access to the Premises. The Licensee shall be assessed a penalty of Two Thousand and no/100 Dollars (\$2,000.00) for each instance of non-compliance with the requirements of this Subparagraph, payable within forty-five (45) days after Licensee's receipt of notice and invoice from the City; and, in the event that curing such violation requires the Licensee to access the Premises, the City shall grant the Licensee such access as soon as reasonably possible after providing notice of such violation.

- h. The City shall not be liable for any damage to the Equipment, Equipment Cabinets or other site improvements.
- i. Any modifications to the Equipment or Equipment Cabinets shall be subject to the written approval of the City and any other required governmental approvals before the Licensee may begin the modification of the Equipment and/or Equipment Cabinets. The Licensee shall complete and submit to the City the Equipment Modification Form attached as Exhibit E, together with all requisite studies and reports. The City shall have a minimum of thirty (30) days to review and comment on the Licensee's submission of the Equipment Modification Form. In the event a modification should result in a change to the License Fee calculation set forth in Exhibit D, the parties agree to enter into an amendment to this License for the purpose of updating Exhibit D. The adjustment to the License Fee shall be effective upon the date the City issues a consent letter allowing for the Equipment Modification, regardless of the actual date of installation on the Tower, and shall be prorated for any partial year. Notwithstanding any provision of this Subparagraph to the contrary, without obtaining the City's prior consent, the Licensee shall have the right to: (i) make additions, alterations or improvements to the Licensee's equipment housed within any Equipment Cabinet on the Premises; and (ii) replace any or all of its Equipment installed on or about the Tower with replacement equipment of the same kind, which is reinstalled in the same place and position and is of the same size and weight as the replaced Equipment.
- j. In the event the City requires the expertise of a third party engineer/consultant to review the installation of the Licensee's Equipment and/or Equipment Cabinets, or any future modifications to the Licensee's Equipment and/or Equipment Cabinets, 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.
- k. The Equipment shall remain the exclusive property of the Licensee.
- l. The Licensee shall in no way encumber, or allow to be encumbered, the City's title to the Premises.
- m. Within sixty (60) days following any modification to the Equipment or Equipment Cabinets, the Licensee shall provide the City with an as-built construction drawings showing the actual location of the Equipment and/or Equipment Cabinets installed on the Premises. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment installed on the Tower and the Land.
- n. The Licensee shall, at its own expense, keep and maintain the Premises in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, any required paving, general repairs, removal of garbage and debris, snow removal, landscape

and upkeep. No exterior storage of materials, equipment or vehicles is permitted on the Premises, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.

- o. The Licensee agrees to join and maintain membership in Diggers Hotline and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this License.
14. Destruction of Premises. If the Tower is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the City shall have the option to repair or replace the Tower at its sole expense or to revoke the License effective on the date of such damage or destruction. In the event the City revokes the License, the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunications operations for a period not to exceed one (1) year, unless otherwise agreed to by the City and the Licensee. If the City elects to repair or replace the Tower, the annual License Fee shall be abated until such repair or replacement is completed and any prepaid License Fee for such abatement period shall be a credit against the License Fee for the following year. During the abatement period the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunication operations. Said temporary facilities shall not interfere with the City's repair or replacement activities. If the City undertakes such repair or replacement but cannot complete the same within a reasonable period of time, which shall not be less than sixty (60) days and not greater than two hundred seventy (270) days, after the damage or destruction occurred, the Licensee may terminate the License upon written notice to the City, effective as of the date that the damage or destruction occurred. In such event, the Licensee shall have no further obligations under this License (except any obligations that by their nature or by their language survive termination). In the event of revocation or termination of the License under this Paragraph, any License Fee that has been prepaid for the period following the revocation or termination shall be prorated on a per diem basis and refunded to the Licensee. The restoration of City services shall be given the highest priority in the event that any of the City's services and the Licensee's telecommunication services are interrupted at the same time, unless otherwise agreed to by the City and the Licensee at the time of restoration.
15. 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 and Equipment Cabinets.
16. 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.

17. 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.
18. Insurance. The Licensee shall carry commercial general liability insurance, as per form ISO CG 00 01 or equivalent covering as insured the Licensee and naming the City, its officers, officials, agents and employees as additional insureds by endorsement with respect to this agreement, with a minimum limit of \$1,000,000 per occurrence. This policy shall also include contractual liability coverage in the same amount, apply on a primary and noncontributory basis, and Licensee shall provide the City thirty (30) days advance written notice of cancellation or non-renewal of the policy unless replaced, or material changes to the policy during the term of this License. As evidence of this coverage, the Licensee shall furnish the City with a certificate of insurance on a form approved by the City, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this License is in effect, the Licensee shall provide a renewal certificate to the City for approval.
19. 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 Licensee shall assume in writing all of the obligations of the Licensee under the terms and conditions of this License. The Licensee shall promptly provide to the City documentation of any assignment of this License.
20. 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 19.
- vi. The abandonment by the Licensee of the Premises.
- vii. The use of the Premises by Licensee for an illegal purpose.
- viii. In the event the Licensee fails to eliminate interference or to cease its operations as required by Paragraph 10.

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

- (2) In the event that the Licensee shall fail to maintain insurance as required by this License, the City may elect to: (a) immediately revoke this License and cause the removal of all Equipment installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this License and charge the Licensee the cost of same as an Additional Fee. In the event of revocation under this Subparagraph, any License Fee that has been prepaid shall be retained by the City as liquidated damages.
- (3) By giving the Licensee thirty (30) days written notice specifying the nature of the default in the event the Licensee defaults in the performance of any term or condition of this License other than those as set forth in Subparagraphs 20.a.(1) and 20.a.(2). Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Licensee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Licensee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of revocation under this Subparagraph, any prepaid License Fee shall be prorated on a per diem basis and refunded to the Licensee.
- (4) Effective at any time following the expiration of the initial five (5)-year term, by giving the Licensee a minimum of one (1) year's prior written notice of revocation in the event the Premises, in the sole discretion of the governing body of the City, are desired for any public purpose or use, which use shall exclude the Licensee's permitted use under this License and any similar private use by any additional telecommunications provider. Any License Fee that has been prepaid for the period following the date the Equipment is relocated shall be prorated on a per diem basis

and refunded to the Licensee. In the event of revocation under this Subparagraph, the City shall use its best efforts to provide the Licensee with a satisfactory alternate location on City-owned property which would allow for comparable telecommunications coverage.

- b. Failure of the City to declare this License revoked upon the breach or default of the Licensee for any reason set forth in Subparagraphs 20.a.(1), 20.a.(2) or 20.a.(3) shall not operate to bar or destroy any right of the City to revoke this License for any subsequent breach or default of any term or condition of this License.
 - c. The Licensee shall have the right to terminate this License at any time during the initial term of this License or any renewal terms by giving the City a minimum of one (1) year's written notice of termination. In the event of termination under this Subparagraph, the date of termination must coincide with the anniversary of the Effective Date.
21. 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 24.
22. 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 federal government and any other governmental authority having jurisdiction over the Premises. The Licensee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Licensee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
23. 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.

24. 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, except any loss incurred under Paragraph 14. Removal of Equipment and repair of the Land and Tower shall be accomplished within sixty (60) days of expiration, revocation or termination of this License, except as may be adjusted by the City to allow for winter conditions. The expiration or termination of this License shall not become effective until removal and repair have been accomplished to the satisfaction of the City, however, during such removal and repair period the Licensee's right to use the Premises shall be limited to removal and repair activities. In the event the Licensee fails to accomplish said removal and repair, the City may cause the removal and repair to be accomplished at the Licensee's expense and with no liability or cost to the City. The City may waive or alter this removal and repair requirement if, at its sole discretion, it so chooses. Any such waiver or alteration shall not reduce the time allowed for the removal or repair activities or place conditions on the Licensee which are greater than those provided in this Paragraph. To ensure compliance under this Paragraph, the Licensee shall keep in effect throughout the term of this License a surety bond in the amount of \$10,000 with performance payment and maintenance clauses payable to the City.

25. Premises Required By Eminent Domain.

In the event the Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of this License, and the reversion and fee interests, shall belong to the City without any deduction therefrom for any present or future estate of the Licensee, and the Licensee hereby assigns to the City all of its right, title and interest to any such award. However, the Licensee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Licensee on account of interruption of the Licensee's business and for moving and relocation expenses.

In the event the whole of the Premises or any part thereof shall be taken or condemned so that the balance cannot be used for the same purpose and with substantially the same utility to the Licensee as immediately prior to such taking, this License shall terminate upon delivery of possession to the condemning authority and any License Fee that has been prepaid for the period following the termination shall be prorated on a per diem basis and refunded to the Licensee unless the Licensee will receive compensation for any prepaid License Fee from the condemning authority.

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

26. 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 or the Equipment Cabinets without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the City) at any reasonable time for the following purposes:

- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this License or in the exercise of its police powers.
 - b. For the purpose of performing work related to any public improvement, provided that the City restore the Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Licensee agrees to hold the City harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement.
27. Notices. All notices to be given under the terms of this License shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, 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 License.

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: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Cell Site #: Prairie Road WT (WI)
Cell Site Name: WI2022
Fixed Asset #: 10080264
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a courtesy copy to:
(which shall not constitute notice) New Cingular Wireless PCS, LLC
Attn: Legal Department – Network Counsel
Cell Site #: Prairie Road WT (WI)
Cell Site Name: WI2022
Fixed Asset #: 10080264
208 S. Akard Street
Dallas, TX 75202-4206

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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or the Licensee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or the Licensee therein. A waiver of any covenant, term or

condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

35. 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.
36. 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.
37. Amendment. No alteration, amendment, change, or addition to this License shall be binding upon the parties unless in writing and signed by them.
38. Conflict of Interest.
 - a. The Licensee warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this License.
 - b. The Licensee shall not employ or contract with any person currently employed by the City for any services included under the provisions of this License.
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.

[Signatures on following two pages]

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

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

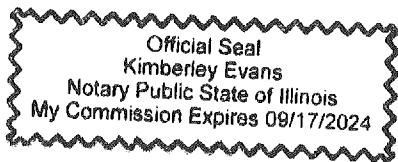
By: Allean Smith
(signature)

Allean Smith
(print or type name)

Senior-Tech Vendor Management
(print or type title)

State of ILLINOIS)
County of DePage) ss.

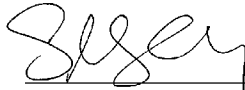
Personally came before me this 24th day of MARCH, 2022,
Allean Smith (name), Senior-Tech Vendor Management (title), of AT&T Mobility Corporation, Manager of the above named New Cingular Wireless PCS, LLC, a Delaware limited liability company, known to be the person who executed the above foregoing instrument and _____ (title) of said limited liability company, and acknowledged that he/she executed the foregoing instrument as such _____ (title) as the deed of said limited liability company by its authority.

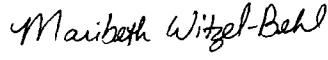


Kimberley Evans
Notary Public, State of ILLINOIS

Kimberley Evans
(Print or Type Name)
My Commission expires: 9-17-2024

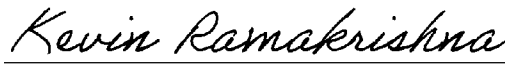
CITY OF MADISON,
A Wisconsin municipal corporation

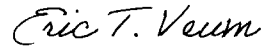
By: 
Satya Rhodes-Conway, Mayor

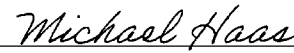
By: 
Maribeth Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this 30th day of June, 2022.


Kevin Ramakrishna, Assistant City Attorney
Member of the Wisconsin Bar

Approved	Date	Approved	Date
<u>PATRICIA A. MCDERMOTT, CPA FOR</u> David Schmiedicke, Finance Director	<u>06/28/2022</u>	<u></u> Eric Veum, Risk Manager	<u>6/28/2022</u>

Approved as to Form	Date
<u></u> Michael Haas, City Attorney	<u>6/29/22</u>

Execution of this License by the City of Madison is authorized by Resolution Enactment No. RES-22-00451, File ID No. 71283, adopted by the Common Council of the City of Madison on June 7, 2022.

Drafted by the City of Madison Office of Real Estate Services

Project No. 7013

EXHIBIT A

Legal Description

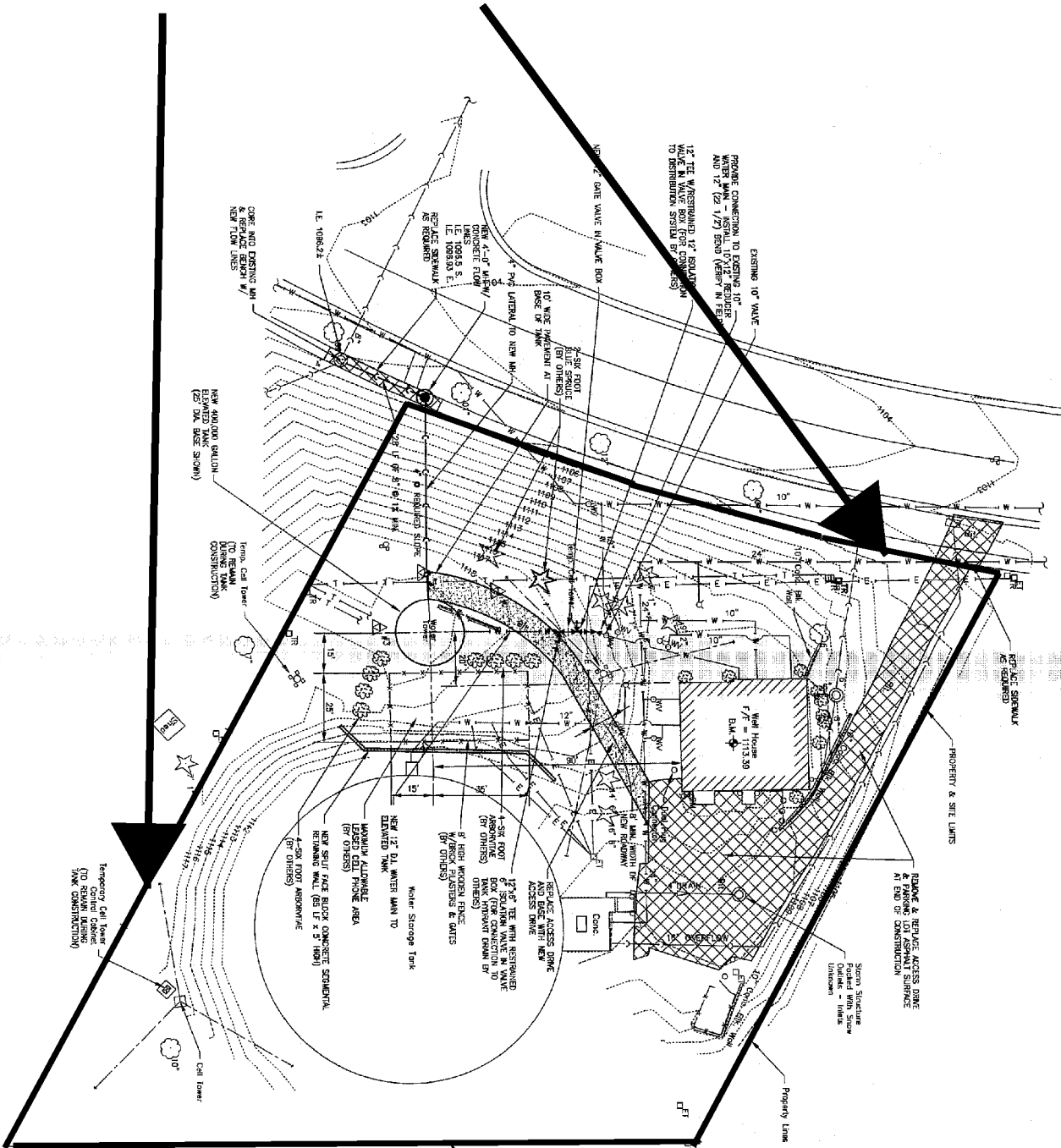
The Property:

Lot 1078, Hill View Addition to Meadowood, City of Madison, Dane County, Wisconsin.

EXHIBIT B (Sheet 1 of 2)

I:\CRYSTAL LAKE\MADISON\101052-PRAIRIERO ET\CAD-SURVEY\DRAWINGS\DWGS\101052-TOPO-C3D.DWG C-2
 Plotted: 6/17/2011 7:04 AM By: 007SLC
 Copyright © 2011, by Baxter & Woodman, Inc.
 State of Wisconsin - Professional Design Firm
 License No. - 484-001 - Expires 1-31-12

PROPERTY



SCALE: 1" = 20'

BAXTER WOODMAN Consulting Engineers	CONSULTANTS																		
	REVISIONS																		
<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION																PLAN SHEET DESIGNATION
NO.	DATE	DESCRIPTION																	
COVER: <ul style="list-style-type: none"> G. GENERAL H. GENERAL VENTILATING I. LANDSCAPE J. ARCHITECTURAL K. MECHANICAL/ELECTRICAL L. PAVEMENT M. FIRE PROTECTION N. PLUMBING O. ELECTRICAL P. TELECOMMUNICATIONS Q. OTHERS 	PROJECT NO. 101052-40 SCALE AS NOTED DRAWING DATE 5-14-11 DESIGNED BY GDS DRAWN BY GDS CHECKED BY GDS CLIENT MADISON WATER UTILITY MADISON, WISCONSIN 400,000 GALLON PRAIRIE ROAD WATER STORAGE TANK																		
SHEET TITLE SITE PLAN	C-2																		

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

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

EXHIBIT B (Sheet 2 of 2)

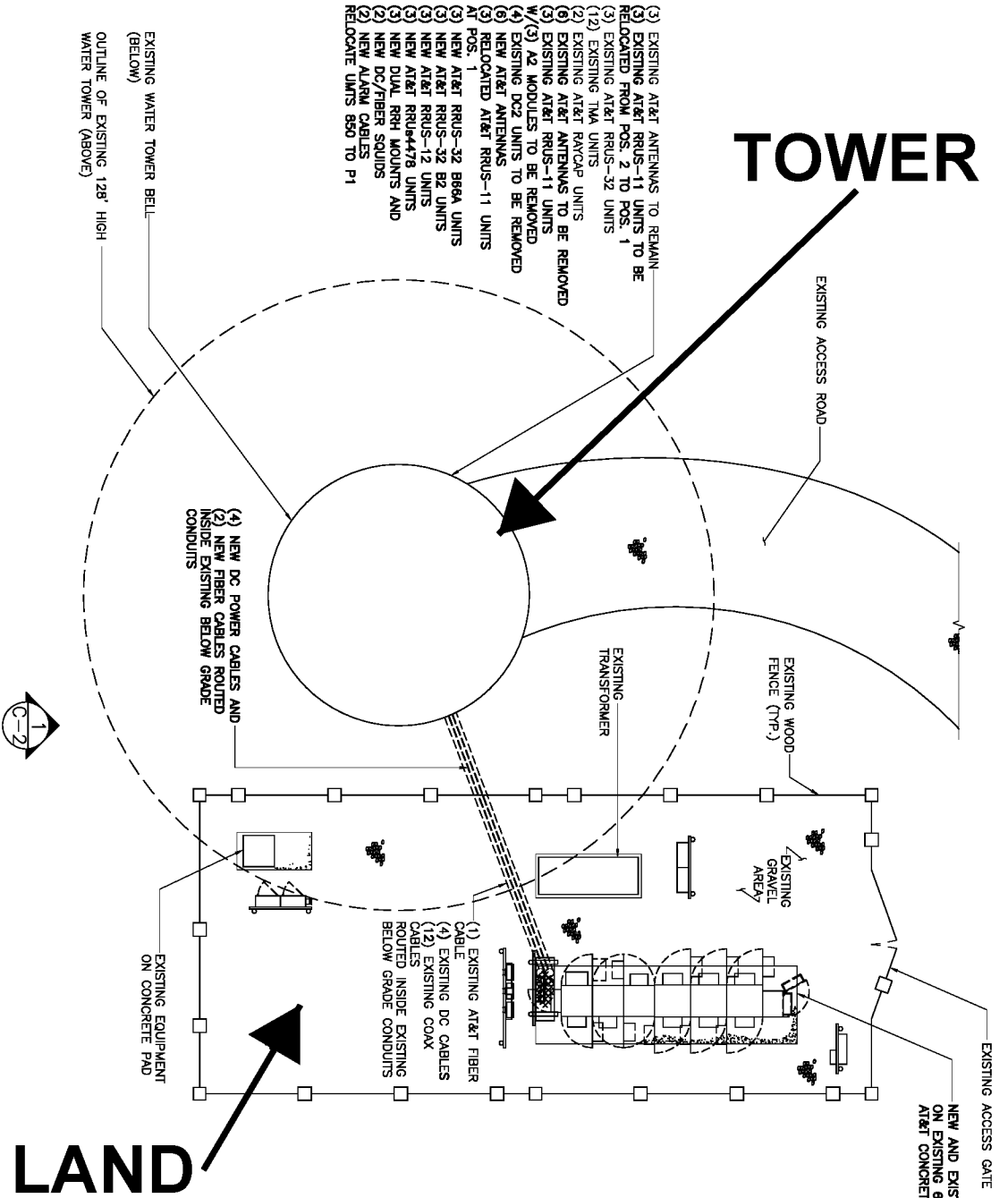
ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
APPROX	APPROXIMATE
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BLDG	BUILDING
BRIS	BASE TRANSMISSION STATION
CLR	CLEARANCE
CONC	CONCRETE
CND	CONDUIT
DWG	DRAWING
FT	FOOT(FEET)
FT	EQUIPMENT GROUND BAR
ELC	ELECTRICAL
EMU	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
(E)	EXISTING
EXT	EXTERIOR
FND	FOUNDATION
FR	FIBER
FR	FACTORY INTERFACE FRAME
GA/V	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
GSM	GLOBAL SYSTEM FOR MOBILE COMMUNICATION
LTE	LONG TERM EVOLUTION
MAX	MAXIMUM
MAN	MANUFACTURER
MGR	MANUFACTURER
MINS	MINIMUM
MTS	MANUAL TRANSFER SWITCH
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
OE/OT	OVERHEAD ELECTRIC/TELECOM
PFC	POWER FACTOR CORRECTION CABINET
PBS	RADIO BASED STATION
RRU	REMOTE ELECTRIC TILT
RUR	REMOTE RADIO UNIT
RGS	RIGID GALVANIZED STEEL
IN	INCHES
INT	INTERIOR
BE(S), #	BUILDING(S) NUMBER
SI	SLURRY FOOT
TYP	TYPICAL
TMA	TOWER MOUNTED AMPLIFIER
UE/UT	UNDERGROUND ELECTRIC/TELECOM
UNITS	UNLESS NOTED OTHERWISE
UNIV	UNIVERSAL MOBILE TELECOMMUNICATION SYSTEM
VERIF	VERIFY IN FIELD
W	WITH
W/RR	WITH TRANSFORMER

SYMBOLS

▲	REVISION
◆	WORK POINT
○	UTILITY POLE
▨	COMPRESSED STONE
▩	BRICK
▧	CONCRETE
▦	EARTH
▩	GRAVEL
▧	MASONRY
▦	STEEL
---	CENTERLINE
---	PROPERTY LINE
---	LEASE LINE
---	EASEMENT LINE
---	CHAIN LINK FENCE
---	WOOD FENCE
---	BELOW GRADE ELECTRIC
---	BELOW GRADE TELEPHONE
---	OVERHEAD ELECTRIC/TELEPHONE
△	SECTION REFERENCE

SITE PLAN



TOWER

LAND



SCALE: 3/32" = 1'-0"

FULLERTON
ENGINEERING DESIGN
1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 630-320-1100
FAX: 630-320-1100
www.fullertonengineering.com

SCD
WIRELESS
540 W. MADISON ST.
7TH FLOOR
CHICAGO, IL 60661

AT&T
930 NATIONAL PARKWAY
4TH FLOOR
SCHAUMBURG, IL 60173

PRAIRIE ROAD WT
WI2022
10080264
2829 PRAIRIE ROAD
MADISON, WI 53719

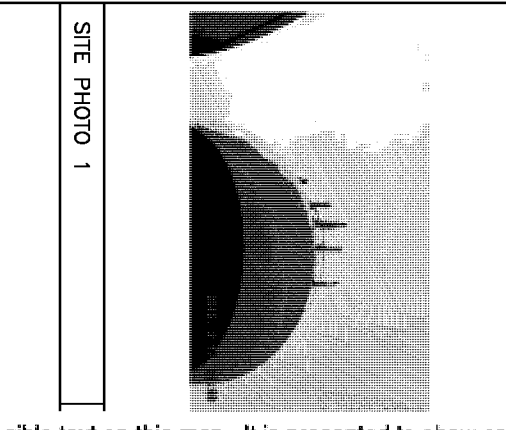
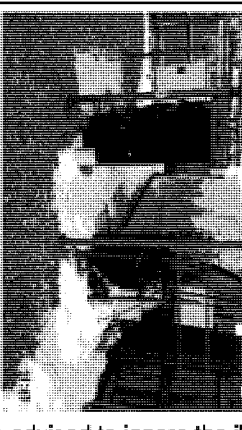
0	11/16/17	FINAL	LA	HA
1	10/16/17	100% REVIEW	LA	HA
2	10/8/17	90% REVIEW	LA	HA
3		REVISION	BY	CHK

SCALE AS SHOWN
APPRO'D BY: DS

DANIEL W. SMITH
440396-6
SCHAUMBURG, IL
REGISTERED PROFESSIONAL ENGINEER

SITE PHOTO 2

SITE PHOTO 1



NOTE:
EXISTING EQUIPMENT TO BE UPGRADED AS NEEDED TO SUPPORT NEW 4c/5c/6c EQUIPMENT INSTALLATION

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

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

Lance Vest

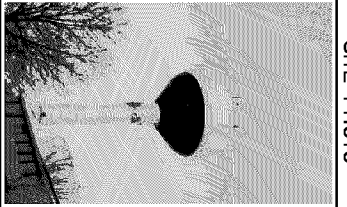
SITE PLAN

C-1

PROJECT# 2017.0279 0063

EXHIBIT C (Sheet 1 of 10)

SITE PHOTO



REFERENCE MATERIALS

- THESE DRAWINGS ARE BASED ON AT&T SCOPING DOCUMENT DATED 10/2/2017

PROJECT INFORMATION

AT&T SITE NAME: PRAIRIE ROAD WT
 AT&T SITE NUMBER: WI2022
 SITE ADDRESS: 2829 PRAIRIE ROAD MADISON, WI 53719
 SITE COORDINATES:
 LATITUDE: 43.020828°
 LONGITUDE: -89.486294°
 GROUND ELEV.: 1119 FT
 JURISDICTION: DANE COUNTY
 COUNTY: DANE
 FA NUMBER: 10080264
 PTN NUMBER: 3351A0CSLG/3351A0CLNV/3351A0CLZ1/3351A0CV30
 PAGE NUMBER: MRCH1029214/MRCH1028949/MRCH1028903
 USID: 39502

SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF MODIFYING THE EXISTING WIRELESS INSTALLATION:
 • DECOMMISSION AND RETAIN GSM AND UMS 1900
 • REPLACE (3) EXISTING ANTENNAS AT POS. 1 WITH (3) NEW COMMSCOPE
 • RBAH4-1068-DL ANTENNAS (TYP. 1 PER SECTOR)
 • REPLACE (3) EXISTING ANTENNAS AT POS. 4 WITH (3) NEW COMMSCOPE
 • NH4-658-R6 ANTENNAS (TYP. 1 PER SECTOR)
 • RELOCATE (3) EXISTING RRUS-11 UNITS FROM POS. 2 TO POS. 1
 (TYP. 1 PER SECTOR), INSTALL (3) RRUS12 (TYP. 1 PER SECTOR) IN P2
 • REMOVE (3) EXISTING RRUS-11 UNITS W/(3) A2 MODULES (TYP. 1 PER SECTOR)
 • INSTALL (3) NEW RRUS-32 B8EA UNITS (TYP. 1 PER SECTOR)
 • INSTALL (3) NEW RRUS-32 B8EA UNITS (TYP. 1 PER SECTOR)
 • INSTALL (3) NEW RRUS-32 B8EA UNITS (TYP. 1 PER SECTOR)
 • INSTALL (3) NEW RRUS-32 B8EA UNITS (TYP. 1 PER SECTOR)
 • INSTALL (3) NEW RRUS-32 B8EA UNITS (TYP. 1 PER SECTOR)
 • INSTALL (3) NEW RRUS-32 B8EA UNITS (TYP. 1 PER SECTOR)
 • INSTALL (2) NEW FIBER CABLES AND (4) NEW DC POWER CABLES
 • INSTALL (2) NEW FIBER CABLES AND (4) NEW DC POWER CABLES
 • INSTALL (2) NEW FIBER CABLES AND (4) NEW DC POWER CABLES
 • INSTALL (2) NEW 30A BREAKERS AND (7) NEW 25A BREAKERS WITH SAC LOWER FIBER
 • INSTALL (2) RECEIVERS, RELOCATE UNITS 890 TO P1
 • (1) 6601 RBS SWAP DUS FOR 5216 AND (1) XAU
 • INSTALL (2) ALUMN CABLES IN ALPHA AND GAMMA

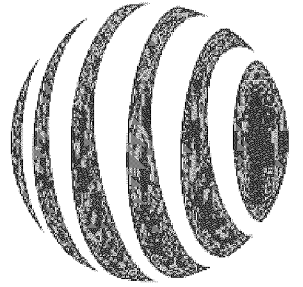
DRAWING INDEX

TITLE SHEET
SP-1 NOTES AND SPECIFICATIONS
C-1 SITE PLAN
C-2 ELEVATIONS
C-3 ANTENNA PLAN
C-4 EQUIPMENT DETAILS
C-4A EQUIPMENT DETAILS AND NOTES
C-4S EQUIPMENT DESCRIPTION TABLE
E-1 UTILITY PLAN AND NOTES
E-2 GROUNDING DETAILS AND NOTES

DRAWING SCALES ARE FOR 11"X17" SHEETS UNLESS OTHERWISE NOTED

PROJECT CONSULTANTS

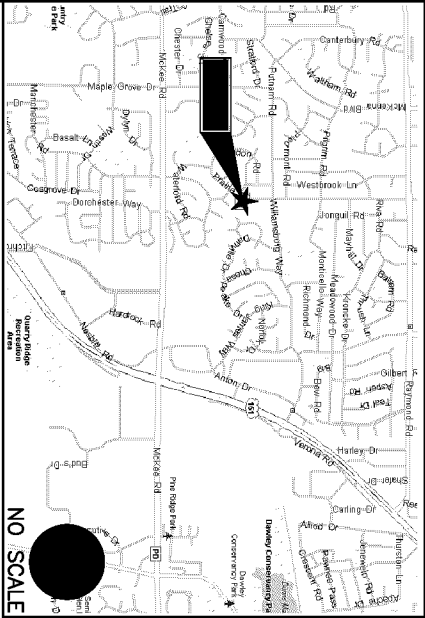
PROJECT MANAGER: SAC WIRELESS
 ADDRESS: 540 W. MADISON ST. 17TH FLOOR
 CHICAGO, IL 60661
 CONTACT: MICHAEL CARRIGLIO (847) 347-2822
 michael.carriglio@sacw.com
 SITE ACQUISITION: SAC WIRELESS
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 CHICAGO, IL 60661
 CONTACT: SAC WIRELESS
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 CHICAGO, IL 60661
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 SCHAUMLBURG, IL 60173
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 hilda.allavirdi@fullertonengineering.com
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 CHICAGO, IL 60661



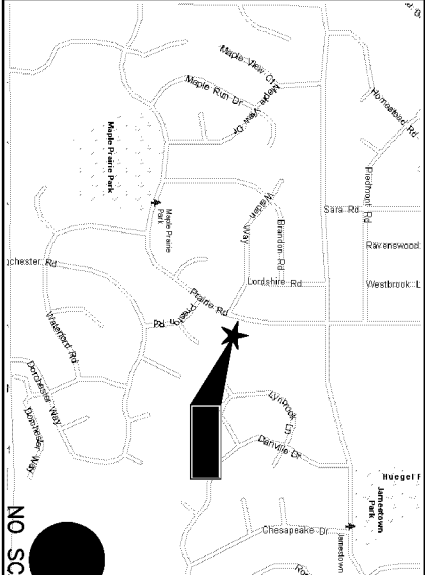
AT&T

AT&T PROJECT: 4C5C6C FNET& PCS RRU SWAP
 AT&T SITE #: WI2022
 AT&T SITE NAME: PRAIRIE ROAD WT
 FA #: 10080264
 PTN: 3351A0CSLG/3351A0CLNV/3351A0CLZ1/3351A0CV30
 PAGE #: MRCH1029214/MRCH1028949/MRCH1028903
 JURISDICTION: DANE COUNTY
 SITE ADDRESS: 2829 PRAIRIE ROAD
 MADISON, WI 53719

VICINITY MAP



LOCAL MAP



DIRECTIONS

DIRECTIONS FROM MILWAUKEE GENERAL MITCHELL AIRPORT:
 ROAD NAME CHANGES TO W-119 [AIRPORT SPUR], TAKE RAMP (RIGHT) ONTO I-94 / I-894 W / MILWAUKEE, AT EXIT 316, TAKE RAMP (LEFT) ONTO I-43
 ROAD NAME CHANGES TO W-119 [AIRPORT SPUR], TAKE RAMP (RIGHT) ONTO I-94 / I-894 W / MILWAUKEE, AT EXIT 316, TAKE RAMP (LEFT) ONTO I-43
 -894-BYP / I-43 S / FOND DU LAC / MADISON, KEEP LEFT ONTO I-894 [200 FM] I-894 N / US-45 N, AT EXIT 18, TAKE RAMP (LEFT) ONTO I-94 W
 MADISON, KEEP STRAIGHT ONTO LOCAL ROADS) W-30 W / MADISON, AT EXIT 44, TAKE RAMP (LEFT) ONTO I-39 [I-90] I-39 S / I-90 E / JANESVILLE
 AT EXIT 42A, TAKE RAMP (RIGHT) ONTO US-12 [US-18] US-18 W / US-12 W / MADISON, AT EXIT 258, KEEP RIGHT ONTO RAMP US-151 / US-18 /
 DODGEVILLE, ROAD NAME CHANGES TO LOCAL ROADS) TURN LEFT (SOUTH-WEST) ONTO US-151 [US-18], TURN RIGHT (WEST) ONTO WILLIAMSBURG WAY
 TURN LEFT (SOUTH) ONTO PRAIRIE RD., ARRIVE 2829 PRAIRIE RD, MADISON, WI 53719

APPLICABLE BUILDING CODES AND STANDARDS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE
 CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES:
 BUILDING CODE: WISCONSIN COMMERCIAL BUILDING CODE
 ELECTRICAL CODE: NATIONAL ELECTRICAL CODE, 2015 EDITION
 FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
 ADA ACCESS REQUIREMENTS ARE NOT REQUIRED
 THIS FACILITY DOES NOT REQUIRE PORTABLE WATER AND WILL NOT PRODUCE ANY SEWAGE

CALL 811 OR
 (800) 242-8511

FULLERTON
 ENGINEERING DESIGN
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 SCHAUMLBURG, ILLINOIS 60173
 TEL: 847.320.1400
 FAX: 847.320.1400
 www.fullertonengineering.com

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AT&T
 930 NATIONAL PARKWAY
 4TH FLOOR
 SCHAUMLBURG, IL 60173

WI2022
 10080264
 PRAIRIE ROAD WT
 2829 PRAIRIE ROAD
 MADISON, WI 53719

DATE	BY	CHK	REVISION
01/11/18/17	LA	HA	FINAL
10/10/17	LA	HA	100% REVIEW
10/8/17	LA	HA	90% REVIEW
	LA	HA	
	LA	HA	

SCALE AS SHOWN
 APP'D BY: DS

WISCONSIN
 DANIEL W. SMITH
 44096-6
 SCHAUMLBURG, IL
 PROFESSIONAL ENGINEER

DRAWING NAME: TITLE SHEET
 DRAWING NO.: T-1

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

Lance Vest

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

EXHIBIT C (Sheet 2 of 10)

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
 - CONTRACTOR/CM - SAC WIRELESS
 - OWNER - AT&T WIRELESS
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AFTER PROTECTIVE SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL SURROUNDING AREAS, INCLUDING THE PROPOSED WORK AND SITE. HE SHALL MAKE HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFINING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL NECESSARY NOTICES AND CONSENT WITH ALL PUBLIC AGENCY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND COUNTY ORDINANCES, REGULATIONS, AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE RESOLUTIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREAS. ALL WORK AREAS AND BUILDING CONDITIONS SHALL BE KEPT TO BE ALL OSHA REGULATIONS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAD DIPPED AND TRILL AS INDICATED ON THE DRAWINGS.
13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE AND DISPOSE OF ALL DEBRIS.
14. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADDED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADDED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY DISCREPANCIES THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTRACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE PPE BENCHES WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ABOVE GROUND WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE IDENTIFIED BY THE OWNER AND MARKED BEFORE THE PROPER EXECUTION OF THE WORK SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING TRENCHES AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT UNDER CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION. ALL UNDERGROUND SLOPE AND STABILIZED TO PREVENT EROSION.
25. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EXISTING CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION FOR EROSION AND SEDIMENT CONTROL.
26. NO FILL OR EMBAZEMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING, EMBANKMENT, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
27. THE SURFACE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STAMPING PROCTOR DENSITY UNDER PRESENT SPACE ALL REFINES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL NECESSARY RUBBER, STUMPS, DEBRIS, STICKS, STONES, AND OTHER MATERIALS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
29. ALL REQUIREMENTS OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION OR PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT RECORDS TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE PORTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
33. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY ARIE TECHNICIANS.
34. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PERMITTED.
35. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISED AND WORKING DRAWINGS. TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS STAIRS AND TECHNICAL SPECIFICATION FOR FACILITY GROUNDING. IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
36. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
38. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL VERIFY AND CONFIRM THE ACCURACY OF ALL INFORMATION PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET ALL APPLICABLE LOCAL AND REQUIREMENTS.
40. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANS/TIA-222 OR APPLICABLE LOCAL CODES.
41. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS, UNLESS NOTED OTHERWISE.
42. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE, UNLESS NOTED OTHERWISE.
43. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
44. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
45. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
46. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIRED.
47. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWN-TILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE FLAT. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- .5% AS DEFINED BY THE RDS. ANTENNA DOWN-TILTS SHALL BE WITHIN +/- .03% AS DEFINED BY THE RDS. REFER TO DD-00246.
48. JUMPS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTION.
49. CONTRACTOR SHALL RECORD THE SERIAL #, SECTION, AND POSITION OF EACH ANTENNA INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO THE OWNER.
50. TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO TORQUE REQUIREMENTS.
51. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
52. ALL RF CONNECTIONS, INCLUDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
53. THE CONNECTION BOTH SIDES OF THE CONNECTOR SHALL BE TIGHTENED TO THE TORQUE SPECIFIED IN THE THERMOS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.
54. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHEN INSTALLING FIBER OPTIC CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER LOCKED SYSTEM. THE INTER LOCK SYSTEM SHALL BE INSTALLED TO THE FIBER TRUNK CABLES AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. (SEE ARTICLE 770 RULES SHALL APPLY).
55. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET, AN EXCEPTION WHERE THE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO HAVE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY PROVIDED THAT THE EXISTING EXCEEDING INDICATED ON THE DRAWINGS. (SEE ARTICLE 770 RULES SHALL APPLY).
56. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, (NFA 70 (NEC) ARTICLE 300 RULES SHALL APPLY).
57. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. COAXIAL CABLE NOTES.
58. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR.
59. OPENING CABLE CONTRACTOR SHALL VERIFY ACTUAL LENGTH, BASED ON CONSTRUCTION (LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
60. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
61. CONTRACTOR SHALL CONFIRM COAX CORD CODING PRIOR TO CONSTRUCTION.
62. ALL JUMBERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2 DIA. LTR AND SHALL NOT EXCEED 8'-0".
63. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNATED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OR.
64. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
65. CONTRACTOR SHALL GROUND ALL EQUIPMENT, INCLUDING ANTENNAS, SET WORKS, TMA'S, COAX CABLES, AND NET CONTROL CABLES AS A COMPLETE SYSTEM. GROUNDING SHALL BE EXECUTED BY QUALIFIED WIREMEN IN COMPLIANCE WITH MANUFACTURER'S SPECIFICATION AND RECOMMENDATION.
66. CONTRACTOR SHALL PROVIDE STAKE-OUTS AND CABLE SUPPORTS FOR ALL ANTENNAS. THE STAKE-OUTS SHALL BE APPROVED FOR THE PURPOSE. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
67. CONTRACTOR SHALL VERIFY THAT EXISTING COAX HANGERS ARE STACKABLE SWAP IN HANGERS. IF EXISTING HANGERS ARE NOT STACKABLE SWAP IN HANGERS THE CONTRACTOR SHALL REPLACE EXISTING HANGERS WITH NEW SWAP IN HANGERS IF APPLICABLE.
68. GENERAL CABLE AND EQUIPMENT NOTES.
69. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMA'S, DIRECTORS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
70. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
71. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMA'S, DIRECTORS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
72. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
73. CONTRACTOR SHALL OBSERVE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
74. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FROM CONNECTIONS TO WALK, BUTY TAPE SHALL HAVE A MINIMUM OF THREE TIMES WEATHERPROOFING SHALL BE SMOOTH WITHOUT BLOCKING. BUTYL BLEEDING IS NOT ALLOWED.
75. IF REQUIRED TO PAINT ANTENNAS AND/OR EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PAINT. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD. C. FOR REGULATED TOWERS, FMV/FCO APPROVED PAINT IS REQUIRED. D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.
76. ALL CABLES SHALL BE GROUNDING WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.
 - A. GROUNDING AT THE ANTENNA LEVEL.
 - B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDING REQUIRED.
 - C. GROUNDING REQUIRED PRIOR TO TURNING HORIZONTAL.
 - D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY POINT.
 - E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY POINT.
77. ALL PROPOSED GROUND BAR DOWN-TILTS ARE TO BE TERMINATED TO THE BOTTOM OF THE GROUND BAR. TERMINATIONS MUST BE EXTERMINAL OR COMPRESSION.

<p>FULLERTON ENGINEERING DESIGN</p> <p>1100 E. WOODFIELD ROAD, SUITE 500 SCHLAUMBURG, ILLINOIS 60173 TEL: 630-320-1100 www.fullertonengineering.com</p>	<p>540 W. MADISON ST. CHICAGO, IL 60661</p>	<p>930 NATIONAL PARKWAY 4th FLOOR SCHLAUMBURG, IL 60173</p>																								
<p>W12022 10080264</p>	<p>WIRELESS 540 W. MADISON ST. CHICAGO, IL 60661</p>	<p>PRAIRIE ROAD WT 2629 PRAIRIE ROAD MADISON, WI 53719</p>																								
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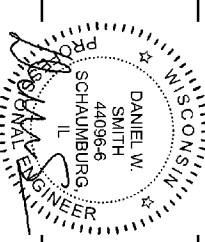


EXHIBIT C (Sheet 3 of 10)

ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
APPROX	APPROXIMATE
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BLDG	BUILDING
BRIS	BASE TRANSMISSION STATION
CL	CENTERLINE
CLAR	CLARENCE
CONC	CONCRETE
CND	CONDUIT
DWG	DRAWING
FT	FOOT (FEET)
FT	EQUIPMENT GROUND BAR
ELC	ELECTRICAL
EMU	ELECTRICAL METALLIC TUBING
EQ	EQUIPMENT
EXIST	EXISTING
EXT	EXTERIOR
EXT	FOUNDATION
FF	FIBER FACILITY INTERFACE FRAME
GA/V	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
GSM	GLOBAL SYSTEM FOR MOBILE COMMUNICATION
LTE	LONG TERM EVOLUTION
MAX	MAXIMUM
MDA	MANUFACTURER POWER AMPLIFIER
MGR	MANUFACTURER
MINS	MINIMUM
MTS	MANUAL TRANSFER SWITCH
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
OE/OT	OVERHEAD ELECTRIC/TELECOM
PFC	POWER FACTOR CORRECTION CABINET
PBS	RADIO BASED STATION
REU	REMOTE ELECTRIC UNIT
RFR	REMOTE RADIO UNIT
RGS	RIGID GALVANIZED STEEL
IN	INCHES
INT	INTERIOR
IR(S), #	ROUND(S)
SL	SLURRY FOOT
TYP	TYPICAL
TMA	TOWER MOUNTED AMPLIFIER
UE/UT	UNDERGROUND ELECTRIC/TELECOM
UNO	UNLESS NOTED OTHERWISE
UNO	UNIVERSAL MOBILE TELECOMMUNICATION SYSTEM
VF	VERIFY IN FIELD
W/WR	WITH WIRE WITH TRANSFORMER

SYMBOLS

▲	REVISION
◆	WORK POINT
○	UTILITY POLE
▨	COMPRESSED STONE
▩	BRICK
▧	CONCRETE
▦	EARTH
▨	GRAVEL
▩	MASONRY
▧	STEEL
---	CENTERLINE
---	PROPERTY LINE
---	LEASE LINE
---	EASEMENT LINE
X-X	CHAIN LINK FENCE
□	WOOD FENCE
UE	BELOW GRADE ELECTRIC
UT	BELOW GRADE TELEPHONE
OE/OT	OVERHEAD ELECTRIC/TELEPHONE
△	SECTION REFERENCE

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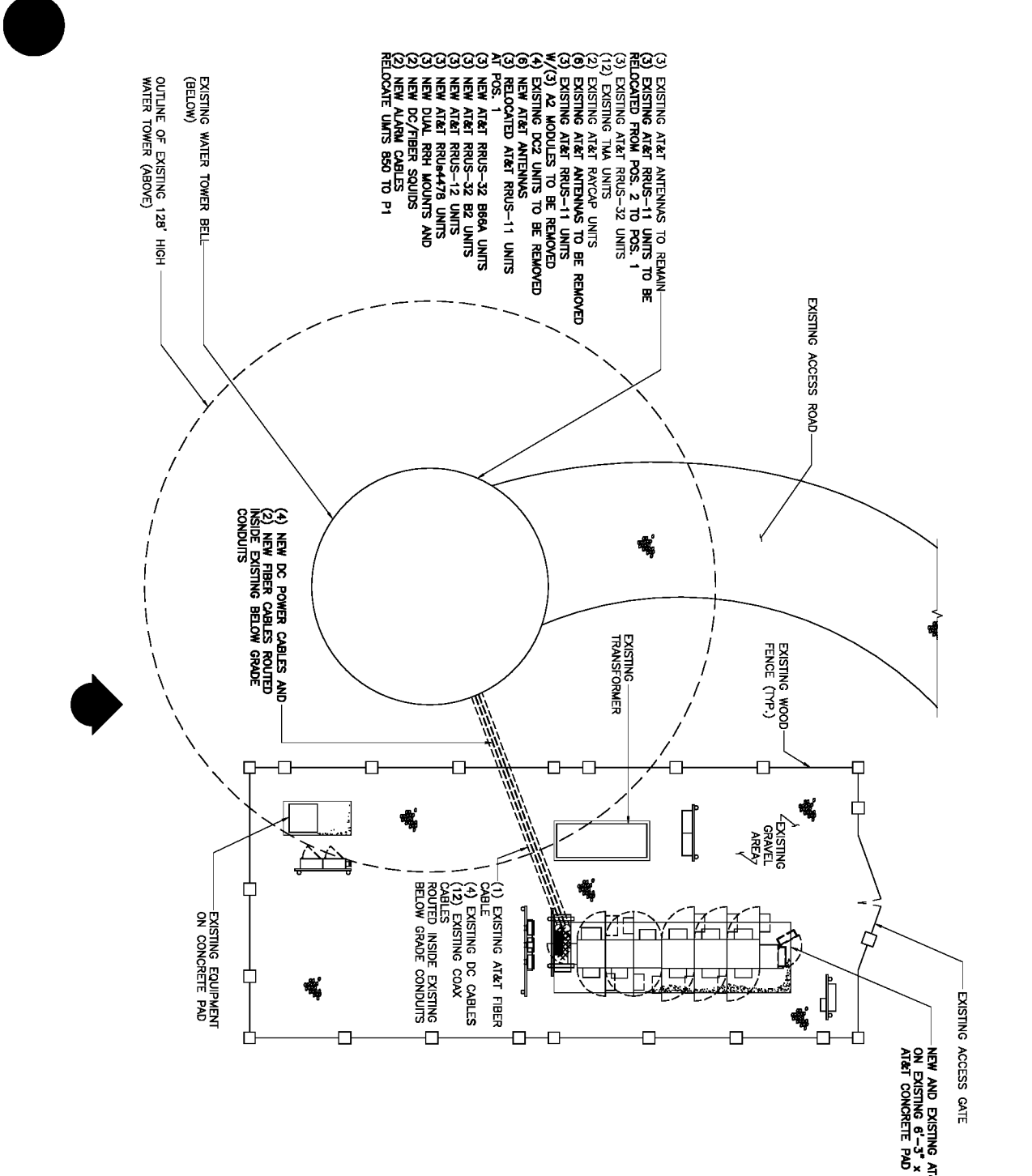
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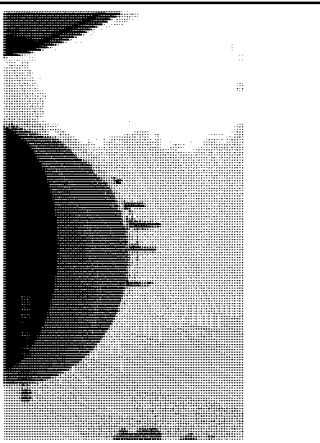
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3		REVISION	BY	CHK

SCALE AS SHOWN
 APP'D BY: DS

SITE PLAN



NOTE:
 EXISTING EQUIPMENT TO BE UPGRADED AS NEEDED TO SUPPORT NEW 4c/5c/6c EQUIPMENT INSTALLATION



SITE PHOTO 1

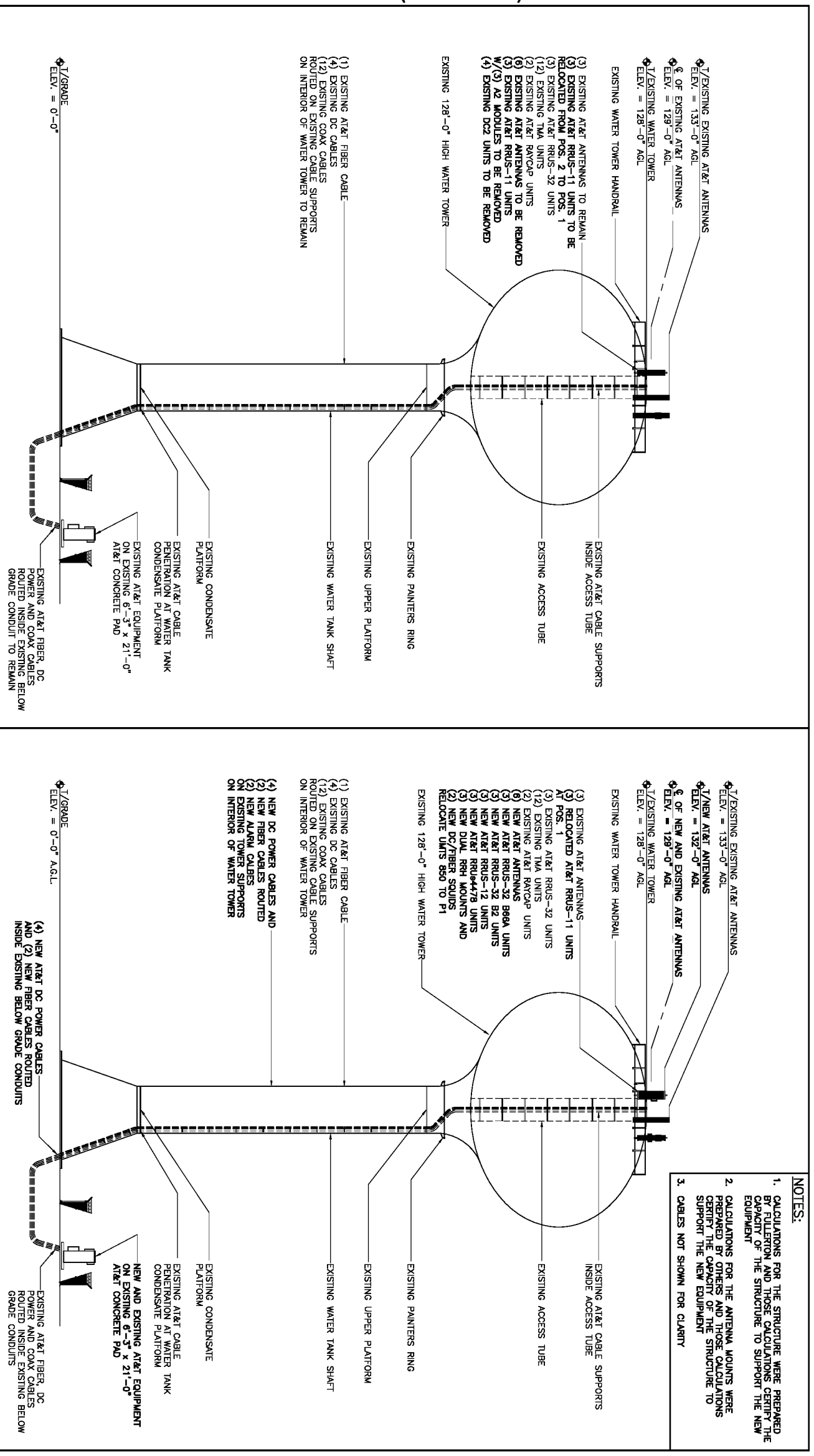


SITE PHOTO 2

DRAWING NAME: SITE PLAN
 DRAWING NO.: C-1

DANIEL W. SMITH
 440396-6
 SCHAMBURG, IL
 PROFESSIONAL ENGINEER

EXHIBIT C (Sheet 4 of 10)



- NOTES:**
1. CALCULATIONS FOR THE STRUCTURE WERE PREPARED BY FULLERTON AND THOSE CALCULATIONS CERTIFY THE CAPACITY OF THE STRUCTURE TO SUPPORT THE NEW EQUIPMENT
 2. CALCULATIONS FOR THE ANTENNA MOUNTS WERE PREPARED BY OTHERS AND THOSE CALCULATIONS CERTIFY THE CAPACITY OF THE STRUCTURE TO SUPPORT THE NEW EQUIPMENT
 3. CABLES NOT SHOWN FOR CLARITY

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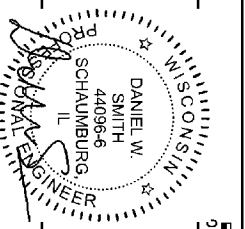
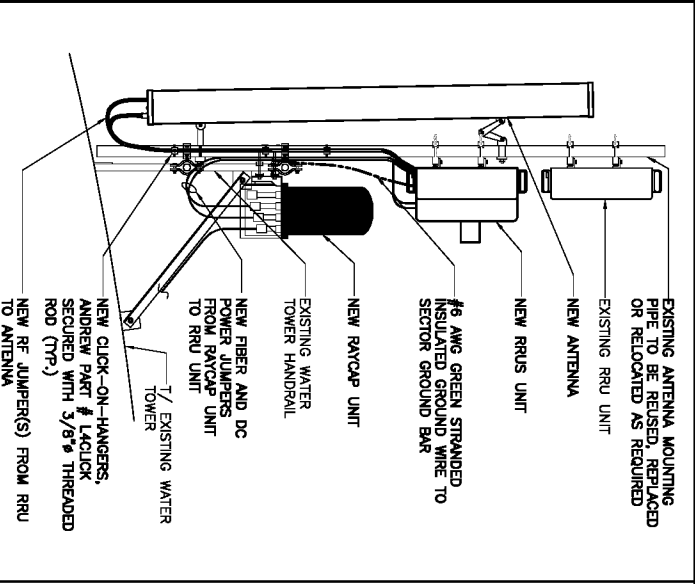


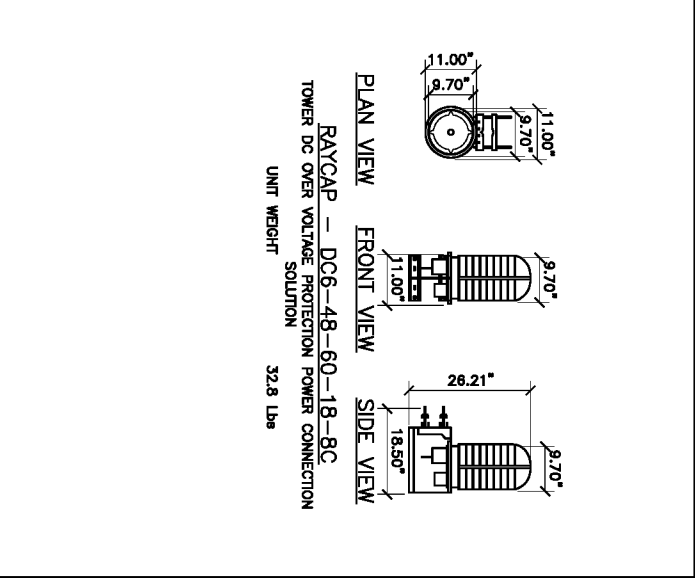
EXHIBIT C (Sheet 6 of 10)

<p>ANTENNA SPEC</p> <p style="text-align: right;">SCALE: N.T.S. 1</p>	<p>RAYCAP SPEC</p> <p style="text-align: right;">SCALE: N.T.S. 2</p>	<p>RRU MOUNT DETAIL</p> <p style="text-align: right;">SCALE: N.T.S. 3</p>	<p>RRU SPEC</p> <p style="text-align: right;">SCALE: N.T.S. 4</p>																									
<p>COMMSCOPE - SBUAH4-ID65B-DL ANDREW® MULTI-BAND ANTENNA WITH INTERNAL RETS AND LOW BANDS HAVE DIPLEXERS FREQUENCY RANGE 698-787 MHz 824-894 MHz 1895-2360 MHz ANTENNA (NET WEIGHT) 58.0 Lbs</p> <p>PLAN VIEW SIDE VIEW FRONT VIEW</p> <p>ERICSSON - RRUS 12 WITH SOLAR SHIELD UNIT WEIGHT 50.0 Lbs</p>	<p>COMMSCOPE - NNH4-65B-R6 MULTIBAND ANTENNA WITH 6x INTERNAL RET FREQUENCY RANGE 2x 694-898 MHz 4x 1895-2360 MHz ANTENNA BRACKET 10 Lbs TOTAL WEIGHT 98.2 Lbs</p> <p>PLAN VIEW SIDE VIEW FRONT VIEW</p> <p>ERICSSON - RRUS 32 B2 UNIT WEIGHT 53 Lbs</p>	<p>VALMONT - RRUDSM RRU DUAL SWIVEL MOUNT TOTAL WEIGHT = 38.4 LBS</p>	<p>ERICSSON - RRUS 4478 B14 FREQUENCY RANGE TX 758-788 MHz RX 788-798 MHz TOTAL WEIGHT 58.9 Lbs</p>																									
<p>RRU SPEC</p> <p style="text-align: right;">SCALE: N.T.S. 5</p>	<p>RRU SPEC</p> <p style="text-align: right;">SCALE: N.T.S. 6</p>	<p>RRU SPEC</p> <p style="text-align: right;">SCALE: N.T.S. 7</p>	<p>NOT USED</p> <p style="text-align: right;">SCALE: N.T.S. 8</p>																									
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<p>DRAWING NAME: EQUIPMENT DETAILS</p>		<p>DRAWING NO.: C-4</p>																										
<p>PROJECT# 2017.0279 0063</p>																												

EXHIBIT C (Sheet 7 of 10)



ANTENNA SCHEMATIC SCALE: N.T.S. 1



DC6 RAYCAP SPEC SCALE: N.T.S. 2

NOT USED

NOT USED

HEALTH AND SAFETY

- CONTRACTOR SHALL PROVIDE ALL SAFETY EQUIPMENT AND FALL PROTECTION TO INSURE THE SAFETY OF ON SITE PERSONNEL DURING CONSTRUCTION.
- ACCESS TO THE TANK INTERIOR WATER COMPARTMENT SHALL NOT BE PERMITTED WITHOUT THE APPROVAL OF THE WATER DEPARTMENT SUPERVISOR. PRECAUTIONS SHALL BE TAKEN TO PREVENT WATER CONTAMINATION.
- THE PAINT SYSTEM SHALL BE CHECKED FOR HAZARDOUS METALS, WHERE HAZARDOUS METALS ARE FOUND IN THE PAINT SYSTEM, THE ENVIRONMENT AND WORKERS MUST BE PROTECTED FROM CONTAMINATION.

GENERAL WELDING

- ALL WELDING SHALL BE IN ACCORDANCE WITH AWWA D100 SEC. 8, WELDING, SEC. 10, ERECTION AND SEC. 11, INSPECTION AND TESTING.
- ALL WELDS TO THE TANK SURFACE SHALL BE MADE WITH E7018 LOW HYDROGEN ROD AND SHALL BE SMOOTH AND FREE OF BURRS AND UNDERCUTS. UNACCEPTABLE WELDS SHALL BE REPAIRED AS REQUIRED TO MEET AWWA D100 REQUIREMENTS.
- NO WELDING SHALL BE DONE WHEN THE AMBIENT TEMPERATURE IS BELOW 32 DEGREE FAHRENHEIT UNLESS THE REQUIREMENTS OF AWWA D100, SEC 10.2.1 ARE FOLLOWED.
- WELDING MAY CAUSE BLISTERING OF THE INTERIOR PAINT OPPOSITE THE WELD DAMAGED PAINT SURFACES SHOULD BE REPAIRED PER WATER TANK OWNER SPECIFICATIONS. CONTRACTOR SHALL COORDINATE ALL PAINT MATERIALS & METHODS WITH OWNER PRIOR TO WORK BEING DONE.
- ALL WELDS IN THE TANK AND STRUCTURAL ATTACHMENTS SHALL BE MADE IN A MANNER TO ENSURE COMPLETE FUSION WITH THE BASE METAL, WITHIN THE LIMITS SPECIFIED FOR EACH JOINT, AND IN STRICT ACCORDANCE WITH THE QUALIFIED WELDING PROCEDURE SPECIFICATIONS.
- ALL WELDS FOR ANTENNA INSTALLATION SHALL BE SEAL WELDS.
- CONTRACTOR SHALL REPAIR ALL DAMAGED PAINT AREAS OF TANK DUE TO CUTTING, WELDING AND GRINDING, DUE TO THE GENERATION OF METAL FLUNGES WHICH WILL RUST STAIN THE TANK SURFACES IF NOT CLEANED OFF IN A TIMELY MANNER. CONTRACTOR SHALL REMOVE ALL METAL FLUNGES IMMEDIATELY. DAMAGED PAINT SURFACES SHOULD BE REPAIRED PER WATER TANK OWNER SPECIFICATIONS. CONTRACTOR SHALL COORDINATE ALL PAINT MATERIALS & METHODS WITH TANK OWNER PRIOR TO WORK BEING DONE.

NOTES

- ALL STEEL ANTENNA INSTALLATION COMPONENTS MUST BE PAINTED TO MATCH EXISTING PAINT SYSTEMS ON THE EXTERIOR AND DRY INTERIOR. NO COMPONENTS CAN REMAIN GALVANIZED OR STAINLESS STEEL. THE SPECIFIED PAINT SYSTEMS WILL NOT HAVE GOOD ADHESION ON GALVANIZED OR STAINLESS STEEL SURFACES.
- CONTACT TNEC TO OBTAIN A SUITABLE SURFACE PREPARATION SYSTEM FOR GALVANIZED AND STAINLESS STEEL SURFACES. THE SYSTEM MUST MAKE PREVIOUSLY GALVANIZED AND STAINLESS STEEL SURFACES COMPATIBLE WITH THE SPECIFIED PAINT SYSTEMS THAT WILL BE APPLIED.
- IF APPLICABLE, PAINT ALL NEW STEEL IN A SHOP SETTING, PRIOR TO DELIVERY TO THE SITE.
- WELDING ON ONE SIDE OF A STEEL SHEET MAY RESULT IN BURNED PAINT ON THE OPPOSITE SIDE. IF THIS OCCURS, THE BURNED PAINT ON THE OPPOSITE SIDE WILL NEED TO BE PAINT REPAIRED.
- FOLLOW ALL PAINT MANUFACTURERS' RECOMMENDATIONS WHEN USING THEIR PRODUCTS.
- FILL THE WATER TOWER TO OVERFLOW (DO NOT CLOG THE OVERFLOW PIPE TO ATTAIN GREATER HEIGHTS)
- INSTALL A RAFT THAT IS SPECIFICALLY USED ONLY FOR PORTABLE DRINKING WATER TANKS. CHLORINATE THE PARTS OF THE RAFT THAT WILL BE IN CONTACT WITH THE TOWER.
- CHLORINATE THE TANK PER AWWA C6582 "DISINFECTION OF WATER STORAGE FACILITIES"

GENERAL PAINT NOTES

SURFACE PREPARATION (EXTERIOR):

- ABRASIVE BLAST CLEAN ALL NEW STEEL COMPONENTS TO AN SSPC-SP8 "COMMERCIAL BLAST CLEANING" CONDITION PRIOR TO APPLICATION OF PRIMER COAT.
- AFTER WELDING OR CUTTING, CLEAN ALL DAMAGED SURFACES IN ACCORDANCE WITH SSPC-SP3 "POWER TOOL CLEANING" CONDITION PRIOR TO APPLICATION OF PRIME COAT.

COATING (EXTERIOR):

- THE EXTERIOR PAINT REPAIR SYSTEM WILL BE ONE PRIME COAT OF TNEC SERIES 20 OR SERIES 86, ONE INTERMEDIATE COAT OF TNEC SERIES 20 OR SERIES 66, AND ONE TOPCOAT OF TNEC SERIES 1074. PAINT THE EXTERIOR TO MATCH THE EXISTING TOPCOAT COLOR.
- THE THREE-COAT SYSTEM WILL BE APPLIED AT 3.0 - 4.0 MILS PER COAT, TO A THICKNESS OF 9.0 - 12.0 MILS.

NOTES:

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SCALE AS SHOWN

APPRO'D BY: DS

DANIEL W. SMITH
440396-6
SCHAUMBURG, IL

EQUIPMENT DETAILS AND NOTES

C-4A

EXHIBIT C (Sheet 8 of 10)

SECTOR	ANTENNA NUMBER	ANTENNA STATUS & TYPE	ANTENNA MODEL NUMBER	ANTENNA VENDOR	TMA/RRU UNIT	AZIMUTH	ANTENNA CL FROM GROUND	CABLE FEEDER		RAYCAP UNIT									
								TYPE	LENGTH										
ALPHA	A-1	(N) UMTS/1C/3C/4C POS. 1	SBAH4-1D65B-DL	COMMSCOPE	(2) EXISTING TMA UNITS (1) EXISTING RRUS-32 UNIT (1) NEW RRUS-32 B66A UNIT (1) RELOCATED UNITS 850	60°	129'-0"	(2) 1-5/8"ø LDF7-50A	210'-0"	(2) DC6-48-60-18-8C UNIT (SECTOR ALPHA) (2) DC6-48-60-18-8C UNIT (SECTOR GAMMA)									
								(2) EXISTING DC POWER CABLES	210'-0"										
								SEE ANTENNA A-2 FOR FIBER CABLE LENGTH											
								(1) EXISTING FIBER CABLE	210'-0"										
ALPHA	A-2	(E) 2C/5C ANTENNA	SBNHH-1D65C	COMMSCOPE	(1) NEW RRUS-12 UNIT (1) NEW RRUS-32 B2 UNIT	60°	129'-0"	(2) EXISTING DC POWER CABLES	210'-0"										
								(2) NEW DC POWER CABLES	210'-0"										
								(1) NEW FIBER CABLE	210'-0"										
								(1) ALARM CABLE	210'-0"										
ALPHA	A-3	-	-	-	-	-	-	-	-										
										ALPHA	A-4	(N) 6C	NH4-65B-R6	COMMSCOPE	(2) EXISTING TMA UNITS (1) NEW RRU44478 UNIT	60°	129'-0"	(2) 1-5/8"ø LDF7-50A	210'-0"
																		SEE ANTENNA A-2 FOR CABLE TYPE AND LENGTH	
																		(2) 1-5/8"ø LDF7-50A	210'-0"
SEE ANTENNA A-1 FOR DC POWER CABLE LENGTH																			
BETA	B-1	(N) UMTS/1C/3C/4C POS. 1	SBAH4-1D65B-DL	COMMSCOPE	(2) EXISTING TMA UNITS (1) EXISTING RRUS-32 UNIT (1) RELOCATED RRUS-11 UNIT (1) NEW RRUS-32 B66A UNIT (1) RELOCATED UNITS 850	165°	129'-0"	(2) 1-5/8"ø LDF7-50A	210'-0"										
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								SEE ANTENNA A-2 FOR CABLE LENGTH AND TYPE											
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										BETA	B-4	(N) 6C	NH4-65B-R6	COMMSCOPE	(2) EXISTING TMA UNITS (1) NEW RRU44478 UNIT	165°	129'-0"	(2) 1-5/8"ø LDF7-50A	210'-0"
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																		(2) 1-5/8"ø LDF7-50A	210'-0"
SEE ANTENNA A-2 FOR CABLE TYPE AND LENGTH																			
GAMMA	C-1	(N) UMTS/1C/3C/4C POS. 1	SBAH4-1D65B-DL	COMMSCOPE	(2) EXISTING TMA UNITS (1) EXISTING RRUS-32 UNIT (1) RELOCATED RRUS-11 UNIT (1) NEW RRUS-32 B66A UNIT (1) RELOCATED UNITS 850	165°	129'-0"	(2) 1-5/8"ø LDF7-50A	210'-0"										
								(1) NEW FIBER CABLE	210'-0"										
								(1) ALARM CABLE	210'-0"										
								(2) NEW DC POWER CABLES	210'-0"										
GAMMA	C-2	(E) 2C/5C ANTENNA	SBNHH-1D65C	COMMSCOPE	(1) NEW RRUS-12 UNIT (1) NEW RRUS-32 B2 UNIT	165°	129'-0"	(2) 1-5/8"ø LDF7-50A	210'-0"										
								SEE ANTENNA C-1 FOR CABLE LENGTH AND TYPE											
								(2) 1-5/8"ø LDF7-50A	210'-0"										
								SEE ANTENNA C-1 FOR CABLE TYPE AND LENGTH											
GAMMA	C-3	-	-	-	-	-	-	-	-										
										GAMMA	C-4	(N) 6C	NH4-65B-R6	COMMSCOPE	(2) EXISTING TMA UNITS (1) NEW RRU44478 UNIT	165°	129'-0"	(2) 1-5/8"ø LDF7-50A	210'-0"
																		SEE ANTENNA C-1 FOR CABLE TYPE AND LENGTH	
																		(2) 1-5/8"ø LDF7-50A	210'-0"
SEE ANTENNA C-1 FOR CABLE TYPE AND LENGTH																			

NEW CABLE LENGTH SHOULD INCLUDE SAFETY FACTOR OF 20 FT. (10 FT. AT BOTH ENDS OF CABLE RUN)
CONTRACTOR TO VERIFY RF DATA WITH AT&T WIRELESS CONSTRUCTION MANAGER AND/OR RF ENGINEER PRIOR TO INSTALLATION

FULLERTON ENGINEERING DESIGN 1100 E. WOODFIELD ROAD, SUITE 500 SCHAUMBURG, ILLINOIS 60173 TEL: 630.320.1400 FAX: 630.320.1401 www.FullertonEngineering.com	540 W. MADISON ST. 7TH FLOOR CHICAGO, IL 60661	930 NATIONAL PARKWAY 4TH FLOOR SCHAUMBURG, IL 60173	WI2022 10080264 PRAIRIE ROAD WT 2629 PRAIRIE ROAD MADISON, WI 53719																
SCALE: AS SHOWN APP'D BY: DS																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">0 11/16/17</td> <td style="width: 25%;">FINAL</td> <td style="width: 25%;">LA HA</td> <td style="width: 25%;">HA</td> </tr> <tr> <td>1 10/18/17</td> <td>100% REVIEW</td> <td>LA HA</td> <td>HA</td> </tr> <tr> <td>2 10/8/17</td> <td>90% REVIEW</td> <td>LA HA</td> <td>HA</td> </tr> <tr> <td>3</td> <td>REVISION</td> <td>BY</td> <td>CHK</td> </tr> </table>				0 11/16/17	FINAL	LA HA	HA	1 10/18/17	100% REVIEW	LA HA	HA	2 10/8/17	90% REVIEW	LA HA	HA	3	REVISION	BY	CHK
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2 10/8/17	90% REVIEW	LA HA	HA																
3	REVISION	BY	CHK																
DRAUGHTING NAME:		DRAWING NO.:																	
EQUIPMENT DESCRIPTION TABLE		C-5																	

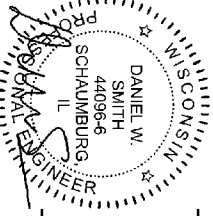
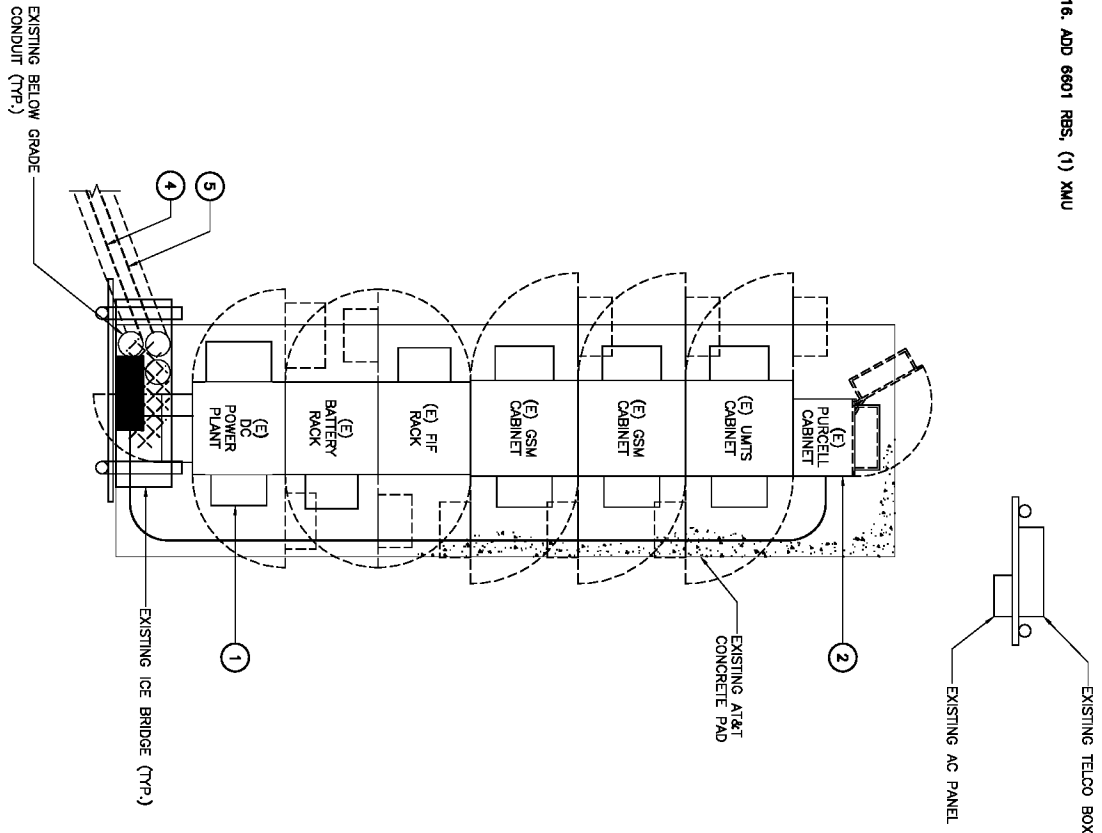


EXHIBIT C (Sheet 9 of 10)

- NOTES:**
- COORDINATE WITH CONSTRUCTION MANAGER FOR THE PROVISION OF DC CIRCUIT BREAKERS AND OTHER ANCILLARY ITEMS TO SUPPORT THE NEW EQUIPMENT
 - PROPERLY BOND ALL EQUIPMENT AND CONDUCTIVE SURFACES TO EXISTING GROUND PER NEC AND AIAET STANDARDS.

- LEGEND:**
- ① (1) NEW 25A DC BREAKER PER RRU UNIT INSIDE EXISTING -48V DC POWER PLANT (TOTAL OF 7) ADD SAC LOWER FIBER
 - (1) NEW 30A DC BREAKER PER RRU UNIT INSIDE EXISTING -48V DC POWER PLANT (TOTAL OF 6) ADD SAC LOWER FIBER
 - INSTALL (2) RECTIFIERS
 - ② SWAP DUS FOR 5216. ADD 6601 RBS, (1) XMU
 - ③ NOT USED

- ④ NEW SETS OF 6-#8 AWG DC CONDUCTOR BUNDLES BETWEEN SURGE PROTECTION UNIT BY EQUIPMENT AND NEW RAYCAP UNIT MOUNTED NEAR ANTENNA
- ⑤ (2) NEW FIBER CABLE BETWEEN EXISTING DU AND NEW RAYCAP UNIT MOUNTED NEAR ANTENNA



UTILITY PLAN

FULLERTON
ENGINEERING DESIGN
1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 630.329.4100
FAX: 630.329.4100
www.FullertonEngineering.com

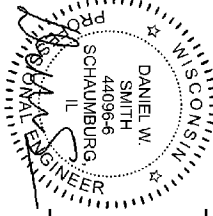
SCD
WIRELESS
540 W. MADISON ST.
4TH FLOOR
CHICAGO, IL 60661

AT&T
930 NATIONAL PARKWAY
4TH FLOOR
SCHAUMBURG, IL 60173

WI2022
10080264
PRAIRIE ROAD WT
2629 PRAIRIE ROAD
MADISON, WI 53719

DATE	REVISION	BY	CHK.
01/11/16/17	FINAL	LA	HA
10/19/17	100% REVIEW	LA	HA
10/8/17	90% REVIEW	LA	HA
		BY	CHK.

SCALE AS SHOWN APP'D BY: DS

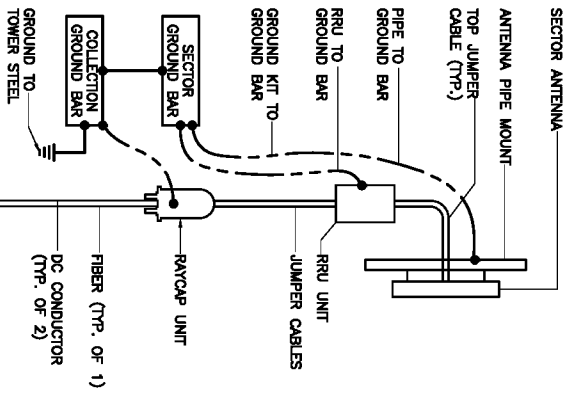


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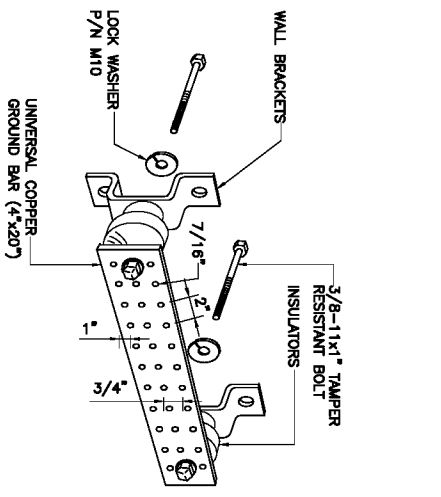
DRAWING NAME
UTILITY PLAN AND NOTES

DRAWING NO.
E-1

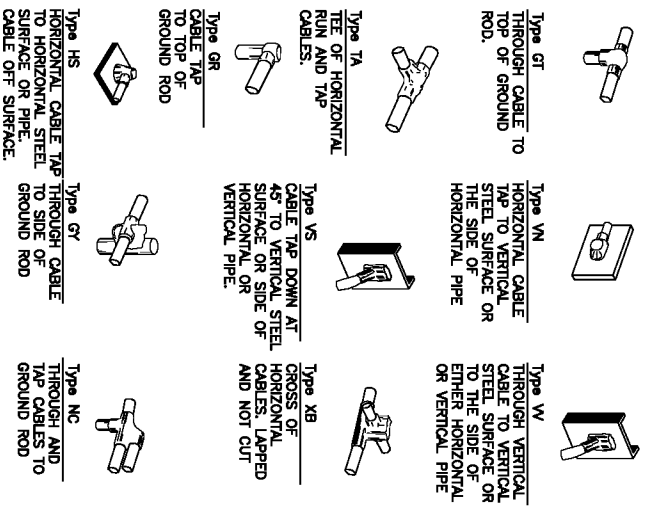
EXHIBIT C (Sheet 10 of 10)



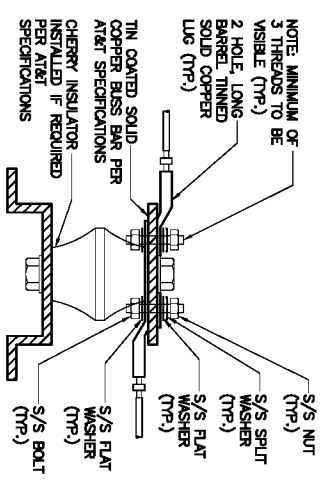
GROUNDING SCHEMATIC SCALE: N.T.S. 1



GROUND BAR DETAIL SCALE: N.T.S. 2

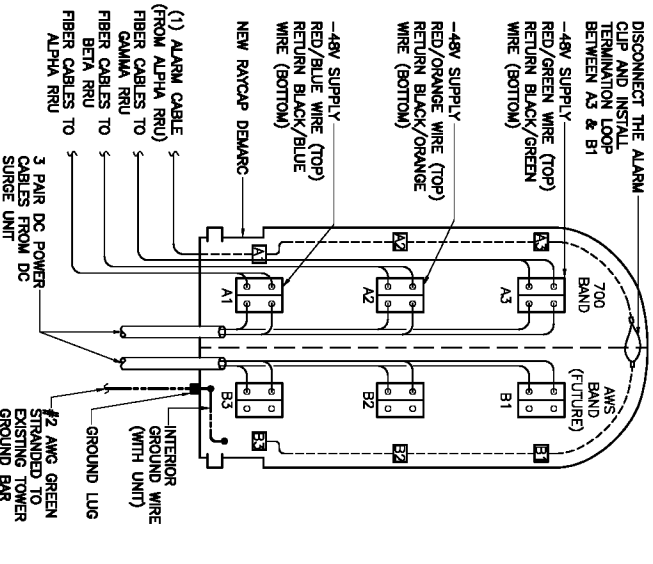


EXOTHERMIC WELD DETAILS SCALE: N.T.S. 4



- NOTES:
1. ALL HARDWARE 18-8 STAINLESS STEEL, INCLUDING SPLT WASHERS.
 2. COAT WIRE END WITH ANTI-OXIDATION COMPOUND PRIOR TO INSERTION INTO LUG BARREL AND CRIMPING.
 3. APPLY ANTI-OXIDATION COMPOUND BETWEEN ALL LUGS AND BUSS BARS PRIOR TO MATING AND BOLTING.

LUG DETAIL SCALE: N.T.S. 3



RAYCAP DC POWER AND ALARM DET. SCALE: N.T.S. 5

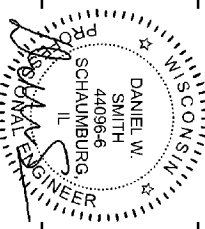
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W12022
10080264
PRAIRIE ROAD WT
2629 PRAIRIE ROAD
MADISON, WI 53719

DATE	REVISION	BY	CHK.
01/11/16/ATZ	FINAL	LA	HA
10/16/17	100% REVIEW	LA	HA
10/8/17	90% REVIEW	LA	HA
APPROVED BY: DS			



DRAWING NAME
GROUNDING DETAILS AND NOTES

DRAWING NO.
E-2

SCALE: N.T.S. 6

EXHIBIT D

License Fee Schedule

	License Year	License Period	Base Antenna Fee*	Additional Equipment Occupancy Area (cu. ft.)**	Additional Fee (per cu. ft.)***	Total Additional Fee	TOTAL LICENSE FEE
Initial Term	1	07/01/2022 - 06/30/2023	\$30,000.00	166.00	\$25.00	\$4,150.00	\$34,150.00
	2	07/01/2023 - 06/30/2024	\$30,900.00	166.00	\$25.75	\$4,274.50	\$35,174.50
	3	07/01/2024 - 06/30/2025	\$31,827.00	166.00	\$26.52	\$4,402.74	\$36,229.74
	4	07/01/2025 - 06/30/2026	\$32,781.81	166.00	\$27.32	\$4,534.82	\$37,316.63
	5	07/01/2026 - 06/30/2027	\$33,765.26	166.00	\$28.14	\$4,670.86	\$38,436.13
First Renewal Term	6	07/01/2027 - 06/30/2028	\$34,778.22	166.00	\$28.98	\$4,810.99	\$39,589.21
	7	07/01/2028 - 06/30/2029	\$35,821.57	166.00	\$29.85	\$4,955.32	\$40,776.89
	8	07/01/2029 - 06/30/2030	\$36,896.22	166.00	\$30.75	\$5,103.98	\$42,000.19
	9	07/01/2030 - 06/30/2031	\$38,003.10	166.00	\$31.67	\$5,257.10	\$43,260.20
	10	07/01/2031 - 06/30/2032	\$39,143.20	166.00	\$32.62	\$5,414.81	\$44,558.00
Second Renewal Term	11	07/01/2032 - 06/30/2033	\$40,317.49	166.00	\$33.60	\$5,577.25	\$45,894.74
	12	07/01/2033 - 06/30/2034	\$41,527.02	166.00	\$34.61	\$5,744.57	\$47,271.59
	13	07/01/2034 - 06/30/2035	\$42,772.83	166.00	\$35.64	\$5,916.91	\$48,689.73
	14	07/01/2035 - 06/30/2036	\$44,056.01	166.00	\$36.71	\$6,094.41	\$50,150.43
	15	07/01/2036 - 06/30/2037	\$45,377.69	166.00	\$37.81	\$6,277.25	\$51,654.94
Third Renewal Term	16	07/01/2037 - 06/30/2038	\$46,739.02	166.00	\$38.95	\$6,465.56	\$53,204.59
	17	07/01/2038 - 06/30/2039	\$48,141.19	166.00	\$40.12	\$6,659.53	\$54,800.72
	18	07/01/2039 - 06/30/2040	\$49,585.43	166.00	\$41.32	\$6,859.32	\$56,444.75
	19	07/01/2040 - 06/30/2041	\$51,072.99	166.00	\$42.56	\$7,065.10	\$58,138.09
	20	07/01/2041 - 06/30/2042	\$52,605.18	166.00	\$43.84	\$7,277.05	\$59,882.23

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

** **License Fee based on total Equipment Occupancy Area** area of 266 cubic feet of air space.

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

EXHIBIT E

(page 1 of 2)

EQUIPMENT MODIFICATION REQUEST FORM

A. GENERAL INFORMATION

1. Date of Request: _____
2. Address: 2829 Prairie Road, Madison, WI 53719
3. City Real Estate Project No.: 7013
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

LICENSE

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

This License is entered into this 1st day of April, 2022, by and between the City of Madison, a Wisconsin municipal corporation, located in Dane County, Wisconsin ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

WITNESSETH:

WHEREAS, the City and Madison SMSA Limited Partnership are parties to that certain License, dated December 5, 2001, as amended, and recorded with the Dane County Register of Deeds on December 14, 2001 as Document No. 3416268 (the "2001 License"); and

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

WHEREAS, the 2001 License pertains to the placement by the Licensee of telecommunications equipment on the City-owned water tower located at 3518 Cross Hill Drive, Madison, Wisconsin, together with the placement of a telecommunications shelter for housing telecommunications equipment and generator with fenced enclosure on land near the base of the tower; and

WHEREAS, the term of the 2001 License is scheduled to expire on December 4, 2021, and the Licensee desires to continue to operate and maintain its telecommunications equipment at the site, and the City is agreeable to allowing such continued use.

NOW, THEREFORE, the Parties hereby agree as follows:

- Termination of 2001 License. The 2001 License shall terminate effective as of midnight of the day immediately preceding the "Effective Date" set forth in Paragraph 3.
- Premises. The City hereby grants to the Licensee the continued right to place telecommunications antennas and ancillary equipment on the City-owned water tower ("Tower") located at 3518 Cross Hill Drive, Madison, Wisconsin, and to place telecommunications equipment within a telecommunications shelter and generator with fenced enclosure 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".
- Term. This License shall be for an initial term of ten (10) years, subject to early revocation or termination pursuant to the terms of this License. This License shall commence as of December 5, 2021 (the "Effective Date") and expire on December 4, 2031.

Appendix L
KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5826462
04/15/2022 11:35 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 36
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

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

Tax Parcel No.: 251-0810-233-0105-5 (part of)

4. Renewal. This License may be renewed for two (2) subsequent five (5) year terms upon agreement of the parties as to the terms of the renewal. If the Licensee desires to renew this License, the Licensee must give notice in writing to the City a minimum of eighteen (18) months prior to the expiration of the initial term or any renewal term in the manner specified in Paragraph 27. Following receipt of such notice, the City shall indicate by written notice to the Licensee, given within sixty (60) days after receipt of the Licensee's notice, of its approval or denial of the Licensee's request for renewal. The City shall not unreasonably withhold, condition or delay its approval of the Licensee's notice of renewal, and the parties shall negotiate in good faith as to the terms of the renewal.
5. 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.
6. Use.
 - a. The Licensee's use of the Premises shall be limited to the placement, construction, operation, maintenance, repair, replacement and removal of up to twelve (12) telecommunications antennas ("**Antenna**" or "**Antennas**") on the Tower. The Licensee shall also be permitted to install ancillary equipment (e.g. remote radio units, tower mounted amplifiers, etc.) ("**Ancillary Equipment**") on the Tower. The Antennas and Ancillary Equipment are hereinafter collectively referred to as the "**Equipment**".
 - b. The Licensee shall also be permitted to operate, maintain, repair, replace and remove the existing communications shelter ("**Shelter**") on the Land, together with wiring and conduit necessary to connect the Equipment on the Tower and the Shelter and to provide necessary utility service thereto. The Licensee shall also be permitted to operate, maintain, repair, replace and remove the existing back-up gas generator ("**Generator**") within a fenced enclosure (the "**Enclosure**") on the Land, together with wiring and conduit necessary to connect the Generator to the Equipment on the Tower and the Shelter and to provide necessary utility service thereto. The current as-built construction drawings, which depict a complete and detailed inventory of all Equipment and improvements installed on the Tower and upon the Land, are attached hereto as Exhibit C and made part of this License by reference. The parties acknowledge that this License is non-exclusive and that the City will continue to use the Tower and shall have the right to lease or grant other licenses to one or more entities on the Tower, provided that any such subsequent use, lease, or license shall not interfere with the Licensee's rights under this License.
7. Acceptance of Premises. The Licensee has taken possession of the Premises pursuant to the 2001 License. The taking of possession of the Premises by the Licensee is conclusive evidence that the Licensee:
 - a. accepts the Premises as suitable for the purposes for which it is licensed; and
 - b. accepts the Premises and every part thereof in an as-is condition, with all defects, except for latent defects.

8. Administrative Fees.

- a. The Licensee shall pay to the City a one-time administrative fee of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), the receipt of which is hereby acknowledged by the City, as payment of the City's costs of negotiating and processing this License.
- b. The Licensee shall pay to the City an administrative fee of Two Thousand and no/100 Dollars (\$2,000.00) for each subsequent amendment to this License, if any except for (i) an amendment requested by City or (ii) necessitated by City's actions.

9. License Fee.

- a. The Licensee shall pay to the City a base annual fee ("**Base Antenna Fee**") of Thirty Thousand and no/100 Dollars (\$30,000.00) for the right to install up to twelve (12) Antennas occupying up to one hundred (100) cubic feet of air space on the Tower and for the use of the Land. The Base Antenna Fee shall increase annually by three percent (3%) effective as of each anniversary of the Effective Date of this License.
- b. The Licensee shall pay an annual "Additional Fee" of Twenty-five and no/100 Dollars (\$25.00) per cubic foot of air space on the Tower occupied by the Equipment in addition to the 100 cubic feet of air space allowed in Paragraph 9.a. above, which Additional Fee shall be indexed at a rate of three percent (3%) annually, calculated retroactively for each full year since the Effective Date.
- c. The Base Antenna Fee and Additional Fee are hereinafter collectively referred to as the "**License Fee**". The License Fee schedule is set forth in attached Exhibit D.
- d. The first payment shall be due upon 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. 7136, and sent or personally delivered to the City's Economic Development Division at the address specified in Paragraph 27.
- e. In addition to the provisions of Paragraph 20, the City shall have the right, under this Paragraph, to send late payments of the License Fee to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.

10. Interference.

The Licensee's installation, operation, and maintenance of the Equipment, Shelter, Generator and Enclosure shall not damage or interfere in any way the City's Tower operations or related repair and maintenance activities or with such activities of other licensees. The Licensee agrees to cease all such actions which materially interfere with the City's use of the Tower immediately upon actual notice of such interference, provided however, in such case, the Licensee shall have the right to terminate the License. The City, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve the Premises 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. The City shall attempt to minimize, at no additional expense to the City, any disturbance to the Licensee's operations during such repairs, maintenance, alterations or improvements. Should the City's activities interfere with the Licensee's operation, the City shall, if feasible, allow the Licensee to install temporary facilities, at its sole cost, on the Property until such activities are completed.

Before making any modifications to the existing Equipment, the Licensee shall provide to the City, at the Licensee's expense, an interference study indicating whether the Licensee's modifications will interfere with any existing communications facilities on the Tower and an engineering study indicating whether the Tower is able to structurally support the modifications to the Licensee's Equipment without prejudice to the City's primary use of the Tower.

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

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

The Licensee's use and operation of its Equipment shall not interfere with the use and operation of other communication facilities on the Tower which pre-existed the Licensee's Equipment. If the Licensee's Equipment causes interference, the Licensee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated within five (5) days after the Licensee has actual notice of this interference, the Licensee shall immediately cease operating its Equipment until the interference has been eliminated (except for periodic testing pursuant to FCC regulations and generally accepted industry standards). If the interference cannot be eliminated within thirty (30) days, the Licensee shall have the right to terminate this License. If the interference cannot be eliminated within one hundred twenty (120) days, the City may revoke this License. In the event of termination or revocation of the License under this Paragraph, any License Fee that has been prepaid for the period following the termination or revocation shall be prorated on a per diem basis and refunded to the Licensee.

11. 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.

12. 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.

13. Special Conditions.

- a. The Licensee shall work to minimize the impact of any and all cable routes on the overall operation of and clearance spaces within the Tower. If the City finds 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, Shelter, Generator and Enclosure.
- e. The Licensee shall have non-exclusive, unlimited access, 24 hours a day, 7 days a week, 365 days a year, to the Land.
- f. Access to the Tower shall be provided to the Licensee at all times upon notice to the City. The Licensee shall arrange for access to the Tower by contacting the City's Water Works Operator at (608) 266-4665 a minimum of two (2) business days in advance of the Licensee's desired access date. In the event of an emergency, shorter advance notice to the Water Works Operator shall be permissible. At all times during which the Licensee has access to the Tower, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Tower are properly secured in order to prevent unauthorized access to the Tower. The Licensee shall be assessed a penalty of Two Thousand and no/100 Dollars (\$2,000.00) for each instance of 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.
- g. At all times during which the Licensee has access to the Premises, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Premises are properly secured when not in use in order to prevent unauthorized access to the Premises. The Licensee shall be assessed a penalty of Two Thousand and

no/100 Dollars (\$2,000.00) for each instance of non-compliance with the requirements of this Subparagraph, payable within forty-five (45) days after Licensee's receipt of notice and invoice from the City; 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.

- h. The City shall not be liable for any damage to the Equipment, Shelter, Generator, Enclosure or other site improvements.
- i. Any modifications to the Equipment, Shelter, Generator or Enclosure 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, Shelter, Generator and/or Enclosure. 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 the Tower, and shall be prorated for any partial year. Notwithstanding any provision of this Subparagraph to the contrary, without obtaining the City's prior consent, the Licensee shall have the right to: (i) make additions, alterations or improvements to the Licensee's equipment housed within any Shelter on the Premises; and (ii) replace any or all of its Equipment installed on or about the Tower with replacement equipment of the same kind, which is reinstalled in the same place and position and is of the same size and weight as the replaced Equipment.
- j. In the event the City requires the expertise of a third party engineer/consultant to review the installation of the Licensee's Equipment and/or Shelter, or any future modifications to the Licensee's Equipment and/or Shelter, the Licensee shall be required to reimburse the City of Madison Water Utility ("MWU") 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.
- k. The Equipment shall remain the exclusive property of the Licensee.
- l. The Licensee shall in no way encumber, or allow to be encumbered, the City's title to the Premises.
- m. Within sixty (60) days following any modification to the Equipment, Shelter or Generator, the Licensee shall provide the City with an as-built construction drawings showing the actual location of the Equipment, Shelter and Generator installed on the Premises.

- n. The Licensee shall, at its own expense, keep and maintain the Premises in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, any required paving, general repairs, removal of garbage and debris, snow removal, landscape and upkeep. No exterior storage of materials, equipment or vehicles is permitted on the Premises, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.
 - o. The Licensee agrees to join and maintain membership in Diggers Hotline and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this License.
14. Destruction of Premises. If the Tower is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the City shall have the option to repair or replace the Tower at its sole expense or to revoke the License effective on the date of such damage or destruction. In the event the City revokes the License, the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunications operations for a period not to exceed one (1) year, unless otherwise agreed to by the City and the Licensee. If the City elects to repair or replace the Tower, the annual License Fee shall be abated until such repair or replacement is completed and any prepaid License Fee for such abatement period shall be a credit against the License Fee for the following year. During the abatement period the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunication operations. Said temporary facilities shall not interfere with the City's repair or replacement activities. If the City undertakes such repair or replacement but cannot complete the same within a reasonable period of time, which shall not be less than sixty (60) days and not greater than two hundred seventy (270) days, after the damage or destruction occurred, the Licensee may terminate the License upon written notice to the City, effective as of the date that the damage or destruction occurred. In such event, the Licensee shall have no further obligations under this License (except any obligations that by their nature or by their language survive termination). In the event of revocation or termination of the License under this Paragraph, any License Fee that has been prepaid for the period following the revocation or termination shall be prorated on a per diem basis and refunded to the Licensee. The restoration of City services shall be given the highest priority in the event that any of the City's services and the Licensee's telecommunication services are interrupted at the same time, unless otherwise agreed to by the City and the Licensee at the time of restoration.
15. 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, Shelter, Generator and Enclosure.

16. 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.
17. 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.
18. Insurance. The Licensee shall carry commercial general 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, the Licensee shall furnish the City with a certificate of insurance on a form approved by the City, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this License is in effect, the Licensee shall provide a renewal certificate to the City for approval.
19. 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 Licensee shall assume in writing all of the obligations of the Licensee under the terms and conditions of this License. The Licensee shall promptly provide to the City documentation of any assignment of this License.
20. 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 19.
- 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 10.

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

- (2) In the event that the Licensee shall fail to maintain insurance as required by this License, the City may elect to: (a) immediately revoke this License and cause the removal of all Equipment installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this License and charge the Licensee the cost of same as an Additional Fee. In the event of revocation under this Subparagraph, any License Fee that has been prepaid shall be retained by the City as liquidated damages.
- (3) By giving the Licensee thirty (30) days written notice specifying the nature of the default in the event the Licensee defaults in the performance of any term or condition of this License other than those as set forth in Subparagraphs 20.a.(1) and 20.a.(2). Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Licensee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Licensee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of revocation under this Subparagraph, any prepaid License Fee shall be prorated on a per diem basis and refunded to the Licensee.
- (4) Effective at any time following the expiration of the initial ten (10)-year term, by giving the Licensee a minimum of one (1) year's prior written notice of revocation in the event the Premises, in the sole discretion of the governing body of the City,

are desired for any public purpose or use, which use shall exclude the Licensee's permitted use under this License and any similar private use by any additional telecommunications provider. Any License Fee that has been prepaid for the period following the date the Equipment is relocated shall be prorated on a per diem basis and refunded to the Licensee. In the event of revocation under this Subparagraph, the City shall use its best efforts to provide the Licensee with a satisfactory alternate location on City-owned property which would allow for comparable telecommunications coverage.

- b. Failure of the City to declare this License revoked upon the breach or default of the Licensee for any reason set forth in Subparagraphs 20.a.(1), 20.a.(2) or 20.a.(3) shall not operate to bar or destroy any right of the City to revoke this License for any subsequent breach or default of any term or condition of this License.
 - c. The Licensee shall have the right to terminate this License at any time during the initial term of this License or any renewal terms by giving the City a minimum of one (1) year's written notice of termination. In the event of termination under this Subparagraph, the date of termination must coincide with the anniversary of the Effective Date.
21. 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 24.
22. 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 federal government and any other governmental authority having jurisdiction over the Premises. The Licensee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Licensee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
23. 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.

24. 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, except any loss incurred under Paragraph 14. Removal of Equipment and repair of the Land and Tower shall be accomplished within sixty (60) days of expiration, revocation or termination of this License, except as may be adjusted by the City to allow for winter conditions. The expiration or termination of this License shall not become effective until removal and repair have been accomplished to the satisfaction of the City, however, during such removal and repair period the Licensee's right to use the Premises shall be limited to removal and repair activities. In the event the Licensee fails to accomplish said removal and repair, the City may cause the removal and repair to be accomplished at the Licensee's expense and with no liability or cost to the City. The City may waive or alter this removal and repair requirement if, at its sole discretion, it so chooses. Any such waiver or alteration shall not reduce the time allowed for the removal or repair activities or place conditions on the Licensee which are greater than those provided in this Paragraph. To ensure compliance under this Paragraph, the Licensee shall keep in effect throughout the term of this License a surety bond in the amount of \$10,000 with performance payment and maintenance clauses payable to the City.

25. Premises Required By Eminent Domain.

In the event the Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of this License, and the reversion and fee interests, shall belong to the City without any deduction therefrom for any present or future estate of the Licensee, and the Licensee hereby assigns to the City all of its right, title and interest to any such award. However, the Licensee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Licensee on account of interruption of the Licensee's business and for moving and relocation expenses.

In the event the whole of the Premises or any part thereof shall be taken or condemned so that the balance cannot be used for the same purpose and with substantially the same utility to the Licensee as immediately prior to such taking, this License shall terminate upon delivery of possession to the condemning authority and any License Fee that has been prepaid for the period following the termination shall be prorated on a per diem basis and refunded to the Licensee unless the Licensee will receive compensation for any prepaid License Fee from the condemning authority.

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

26. Right of Entry. The City or its representatives shall have the right to enter upon the Premises (but shall not have access to the Shelter or the Equipment without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the City) at any reasonable time for the following purposes:
- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this License or in the exercise of its police powers.
 - b. For the purpose of performing work related to any public improvement, provided that the City restore the Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Licensee agrees to hold the City harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement.
27. 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: New Cingular Wireless PCS, LLC
 Attn: TAG – LA
 Cell Site #: WI0196
 Cell Site Name: High Crossing (WI)
 Fixed Asset #: 10014131
 1025 Lenox Park Blvd. NE
 3rd Floor
 Atlanta, GA 30319

With a courtesy copy to:
 (which shall not constitute notice) New Cingular Wireless PCS, LLC
 Attn: Legal Department – Network Counsel
 Cell Site #: WI0196
 Cell Site Name: High Crossing (WI)
 Fixed Asset #: 10014131
 208 S. Akard Street
 Dallas, TX 75202-4206

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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or the Licensee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise

thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or the Licensee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

35. 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.
36. 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.
37. Amendment. No alteration, amendment, change, or addition to this License shall be binding upon the parties unless in writing and signed by them.
38. Conflict of Interest.
 - a. The Licensee warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this License.
 - b. The Licensee shall not employ or contract with any person currently employed by the City for any services included under the provisions of this License.
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.

[Signatures on following three pages]

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

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

Gregory D. Ohmer

By: _____
(signature)

Gregory D. Ohmer
(print or type name)

Director Network Planning
(print or type title)

State of Georgia)
County of Gwinnett) ss.

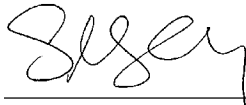
Personally came before me this 24th day of January, ~~2021~~ 2022,
Gregory D. Ohmer (name), Director Network Planning (title), of AT&T Mobility Corporation, Manager of the above named New Cingular Wireless PCS, LLC, a Delaware limited liability company, known to be the person who executed the above foregoing instrument and Director Network Planning (title) of said limited liability company, and acknowledged that he/she executed the foregoing instrument as such Director Network Planning (title) as the deed of said limited liability company by its authority.

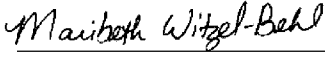
Sara Kozinsky Miller

Notary Public, State of Georgia
Sara Kozinsky Miller
(Print or Type Name)
My Commission expires: 10/17/23

Sara Kozinsky Miller
Notary Public, Gwinnett County, Georgia
My Commission Expires 10/17/2023


CITY OF MADISON,
A Wisconsin municipal corporation

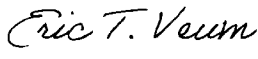
By: 
Satya Rhodes-Conway, Mayor


By:  03/31/2022
Maribeth Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this 1st day of April, 2022.


Kevin Ramakrishna, Assistant City Attorney
Member of the Wisconsin Bar

Approved	Date	Approved	Date
<u>PATRICIA A. MCDERMOTT, CPA FOR</u> David Schmiedicke, Finance Director	<u>04/01/2022</u>	<u></u> Eric Veum, Risk Manager	<u>3/31/2022</u>

Approved as to Form	Date
<u></u> Michael Haas, City Attorney	<u>4/1/22</u>

Execution of this License by the City of Madison is authorized by Resolution Enactment No. RES-22-00256, File ID No. 70107, adopted by the Common Council of the City of Madison on March 29, 2022.

Drafted by the City of Madison Office of Real Estate Services

Project No. 7136

EXHIBIT A

Legal Description

The Property:

Lot 1, Certified Survey Map No. 7127, as recorded with the Dane County Register of Deeds in Volume 36, Page 102, of Certified Survey Maps, except that part used as Cross Hill Drive right of way.

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

EXHIBIT B

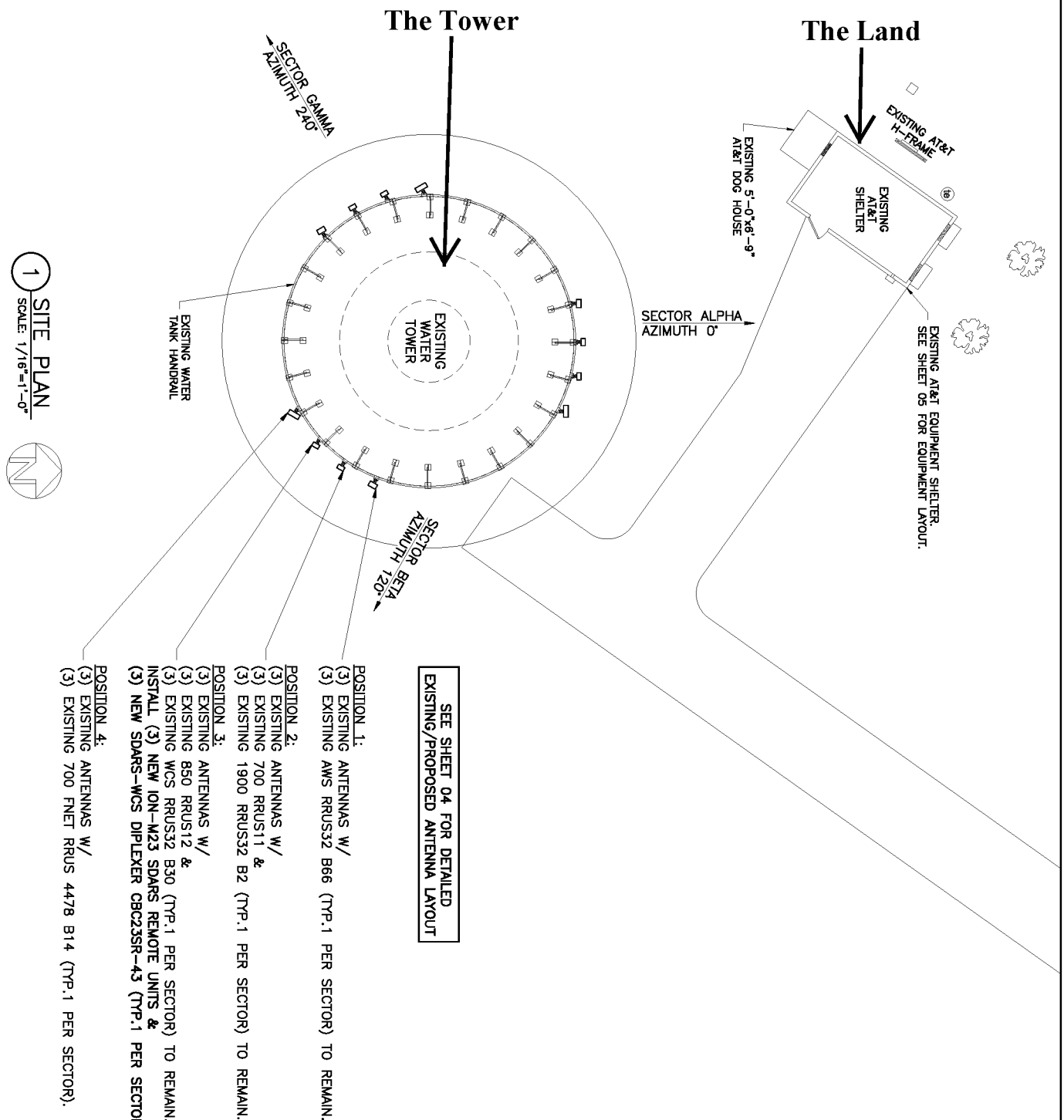
Site Plan

See attached Exhibit B comprising three pages. The first page is the Site Plan dated 3/13/19 prepared by Apex Engineers. The second page is the Site Plan prepared by Madden and McMillian Architects in 2001. The third page is the Site Plan dated 9/10/2014 prepared by Ramaker.

(SEE NEXT SHEET)

EXHIBIT B

The Premises



ANTENNA LEGEND:	
	PROPOSED ANTENNA
	RELOCATED ANTENNA
	EXISTING ANTENNA
	REMOVED ANTENNA

SEE SHEET 04 FOR DETAILED EXISTING/PROPOSED ANTENNA LAYOUT

- POSITION 1:
 - (3) EXISTING ANTENNAS W/
 - (3) EXISTING AWS RRUS32 B66 (TYP. 1 PER SECTOR) TO REMAIN.
- POSITION 2:
 - (3) EXISTING ANTENNAS W/
 - (3) EXISTING 700 RRUS11 &
 - (3) EXISTING 1900 RRUS32 B2 (TYP. 1 PER SECTOR) TO REMAIN.
- POSITION 3:
 - (3) EXISTING ANTENNAS W/
 - (3) EXISTING 850 RRUS12 &
 - (3) EXISTING WCS RRUS32 B30 (TYP. 1 PER SECTOR) TO REMAIN.
 - INSTALL (3) NEW ION-M23 SDARS REMOTE UNITS &
 - (3) NEW SDARS-WCS DIPLEXER GBC23SR-43 (TYP. 1 PER SECTOR)
- POSITION 4:
 - (3) EXISTING ANTENNAS W/
 - (3) EXISTING 700 FNET RRUS 4478 B14 (TYP. 1 PER SECTOR).

1 SITE PLAN
SCALE: 1/16"=1'-0"



Mastec
Network Solutions
1351 E. Irving Park Rd
Itasca, IL 60143

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60148
Ph. (630) 627-1800
Fax. (630) 627-1165
APEX JOB No. GM10-063

HIGH CROSSING
SITE NO. W10196
SITERA NO. 64287A
3518 CROSS HILL DRIVE
MADISON, WI 53718



NO.	DATE	ISSUED FOR	BY	CHK	APP'D
A	03/13/18	ISSUED FOR RENEW	VA	EX	SP
		REVISIONS	BY	CHK	APP'D

DESIGNED BY:	DRWN BY:
xx	xx

AT&T MOBILITY	
SITE PLAN	
DRAWING NUMBER	W10196-02

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

Lance Vest

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

6

5

4

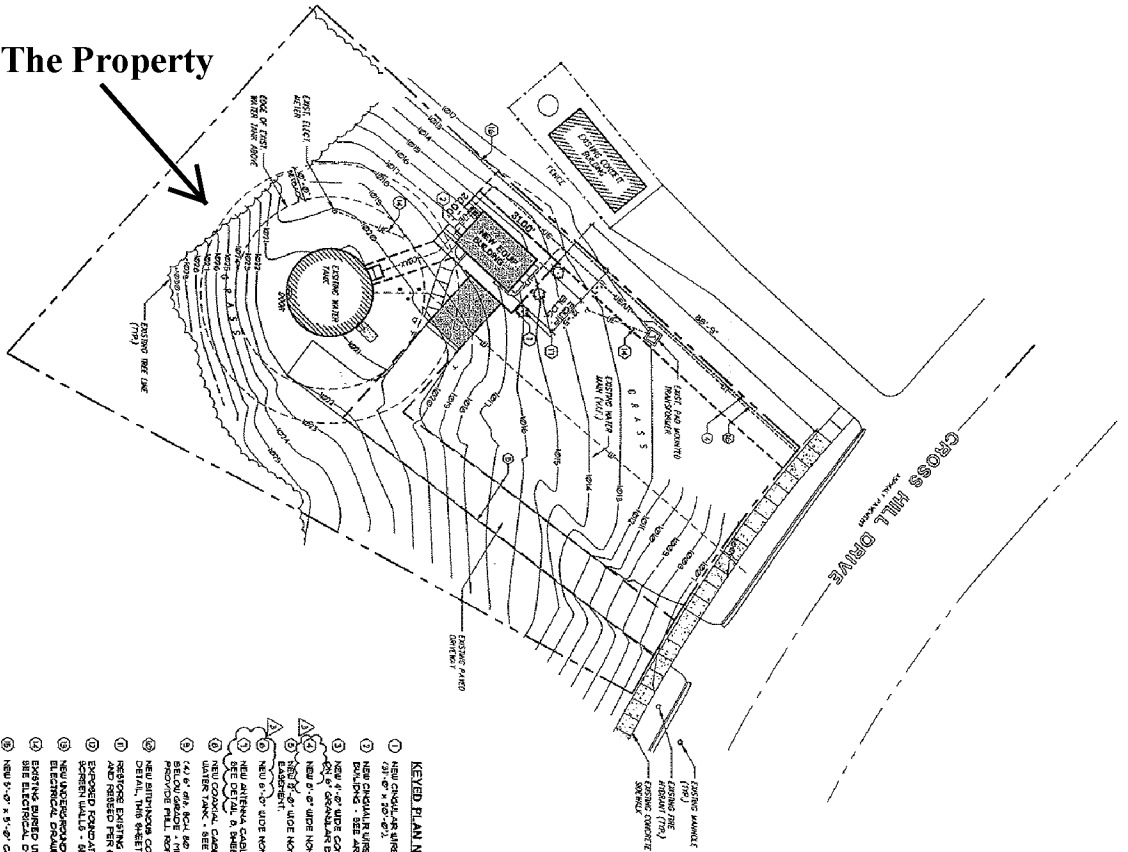
3

2

11 x 17 1/2" SIDE

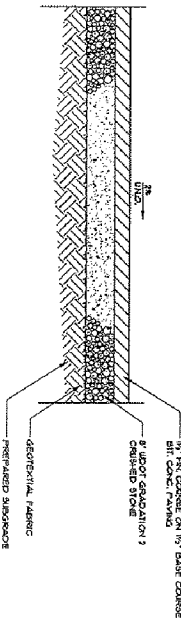
The Property

1 SITE PLAN
SCALE: 1" = 20'-0"



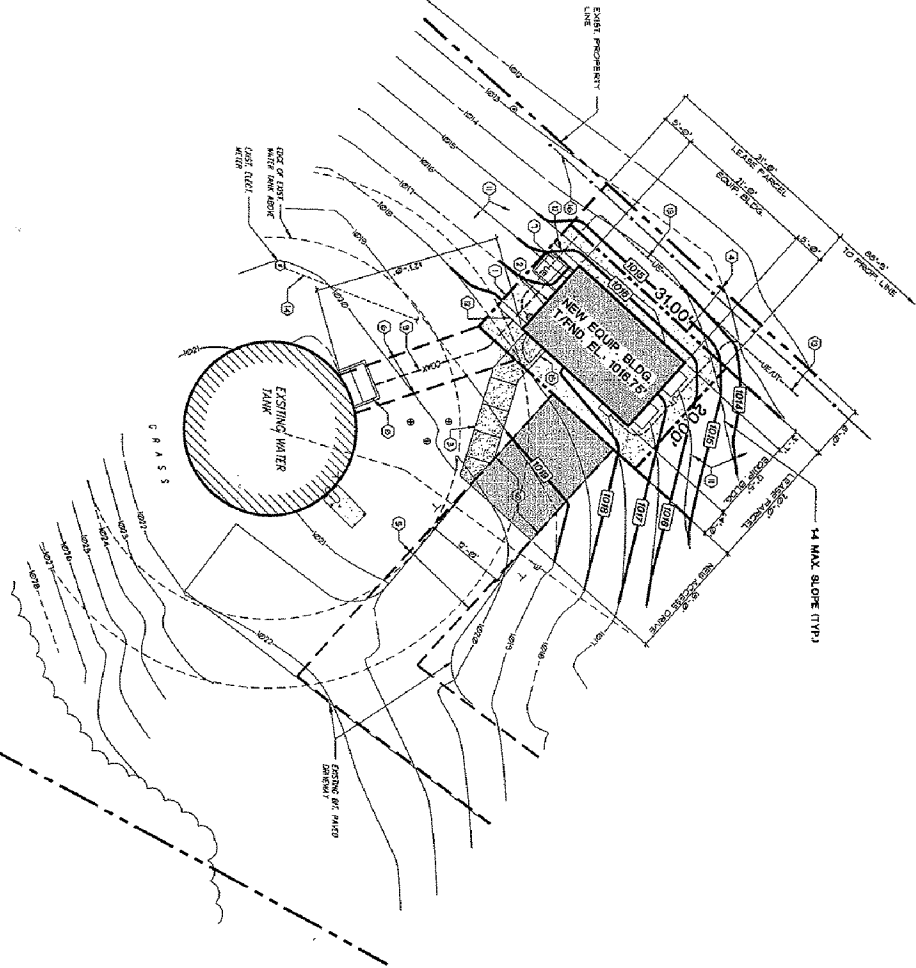
KEYED PLAN NOTES

- 1 NEW CONCRETE WALKWAY LEASE PAVEMENT - 4" x 8'-0" x 4'-0"
- 2 NEW CHALKLINE UNITS WITH UNPAVED SOIL PAVED - SEE ARCHITECTURAL DRAWINGS
- 3 NEW 4'-0" WIDE CONCRETE SIDEWALK - 4" P.C. CONCRETE
- 4 NEW 8'-0" WIDE NON-EXCLUSIVE UTILITY EASEMENT
- 5 NEW 8'-0" WIDE NON-EXCLUSIVE ACCESS
- 6 NEW 8'-0" WIDE NON-EXCLUSIVE COASTAL CABLE EASEMENT
- 7 NEW ANTENNA CABLE ENTRY SHEDD - BUILDING - 8' SHEET 2-A
- 8 NEW CONCRETE SIDEWALK AT EXISTING DRIVEWAY
- 9 4'-0" x 8'-0" P.C. CONCRETE AT 4'-0" MIN. SLOPE GRADE - 4" MIN. 3'-0" RADIUS BENCH
- 10 PRECAST PAVEMENT FOR ANTENNA CONSTRUCTION
- 11 NEW ANTENNA CONC. FAYMENT (SEE 11) SEE SHEET 2-A
- 12 NEW 8'-0" WIDE CONCRETE SIDEWALK AT DRIVEWAY
- 13 EXPANDED SEPARATION WALL FOR MINOR TALKING ROBERT WALLS - SEE SHEET 2-A
- 14 NEW UNDERPAVED UTILITY SERVICE - SEE ELECTRICAL DRAWINGS
- 15 EXISTING BIRDED UTILITY SERVICE TO BE RELOCATED SEE ELECTRICAL DRAWINGS
- 16 NEW 5'-0" x 3'-0" CONC. STROOP - SEE SHEET 2-A
- 17 EXISTING ALL 1' FAYMENT AT CURB NORTH PROPERTY LINE
- 18 EXISTING ALL 1' FAYMENT AT CURB SOUTH PROPERTY LINE
- 19 EXISTING ALL 1' FAYMENT AT CURB WEST PROPERTY LINE
- 20 EXISTING ALL 1' FAYMENT AT CURB EAST PROPERTY LINE



3 BIT. CONC. PAVING DETAIL
NOT TO SCALE

2 SITE PLAN DETAIL
SCALE: 1" = 20'-0"



SITE PLAN

PROJECT: **MAD-WO 196, HIGH CROSSING**

3518 CROSS HILL DRIVE
MADISON, WISCONSIN

cingularTM
WIRELESS

1056 NORTH MAYFAIR ROAD, SUITE 200
WAUWATOSA, WISCONSIN
53226

REV	DATE	DESCRIPTION	BY	CHK
1	10-26-09	ISSUED FOR PERMIT & BID		

Madden + McMillan Architects
Architecture Engineering

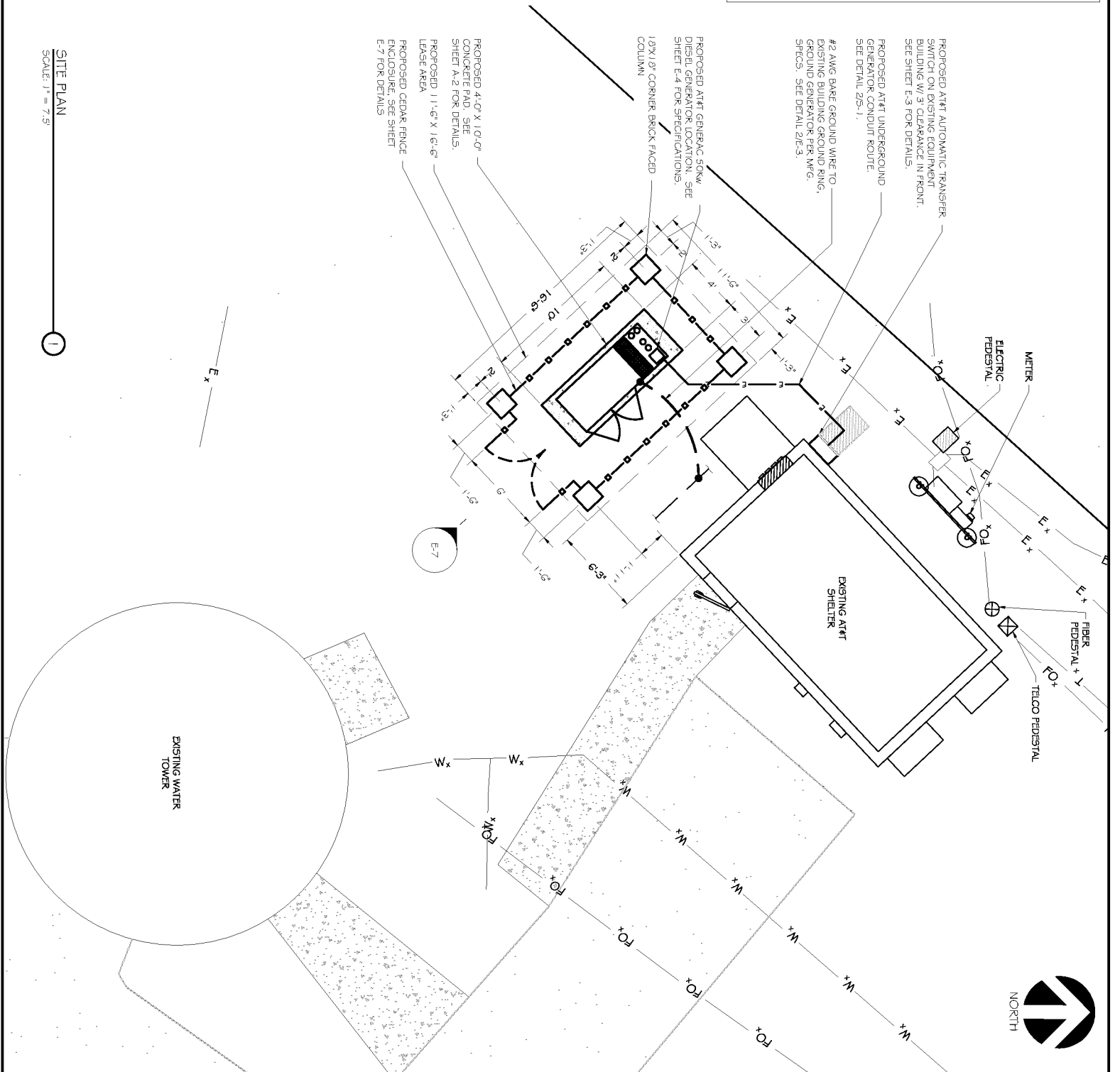
2198 Gladstone Court, Suite C
Glendale Heights, IL 60139
(630) 539-8100 Fax: (630) 539-1287

DATE: 10-26-09
DRAWN: JF
CHECKED: TTY

SHEET NUMBER: **C-1**

SCOPE OF WORK DETAILS

- GENERAL:
 - NEW GENERAL DIESEL GENERATOR PROVIDED BY GENERAL DYNAMICS # INSTALLED BY GENERAL CONTRACTOR. SEE E-4.
 - NEW 4'-0" X 1'-0" CONCRETE PAD PROVIDED # INSTALLED BY GENERAL CONTRACTOR (AS REQUIRED) SEE S-1
 - NEW GENERAL AUTOMATIC TRANSFER SWITCH PROVIDED BY GENERAL DYNAMICS # INSTALLED BY CONTRACTOR (AS REQUIRED) SEE E-3 & E-5.
 - CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION
 - CONTRACTOR SHALL RESTORE # REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION
- CONDUITS:
 - INSTALL PULL STRING IN EACH CONDUIT
 - (1) NEW 2" AND (1) NEW 1" ELECTRICAL CONDUITS WITH CONDUITS TO RUN FROM NEW GENERATOR TO NEW ATS. CONDUITS PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1, E-2, E-3.
 - (2) NEW 1" ELECTRICAL CONDUITS WITH CONDUITS TO RUN FROM NEW GENERATOR TO AC PANEL. CONDUIT PROVIDED # INSTALLED BY GENERAL CONTRACTOR. SEE E-1, E-2 & E-3.
 - (1) NEW 1" ALARM CONDUIT # CABLING PROVIDED # INSTALLED BY GENERAL CONTRACTOR. SEE E-1, E-2 & E-3.
- GROUNDING:
 - NEW EXOTHERMIC CONNECTION FROM EXISTING GROUND RING TO NEW MECHANICAL CONNECTION AT GENERATOR CHASSIS. GENERAL CONTRACTOR TO VERIFY LOCATION IN FIELD. LOCATE GROUND RODS NO MORE THAN 8'-0" APART.



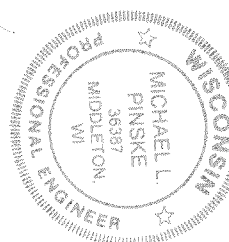
SITE PLAN
 SCALE: 1" = 7.5'



RAMAKER & ASSOCIATES, INC.
 1120 Dallas Street, Sauk City, WI 53583
 Phone: 608-643-4100 Fax: 608-643-7999
 www.Ramaker.com



GENERAL DYNAMICS
 Information Technology, Inc.
 GENERAL DYNAMICS
 12906 SHELVILLE ROAD, SUITE 230
 LOUISVILLE, KY 40243



Contractor's Seal: I have the plan, specification, or report prepared by me, or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Wisconsin.

Signature: *[Signature]* Date: 9/10/2014

MARK	DATE	DESCRIPTION	DATE ISSUED
CONSTR	04/04/2014	DRAWINGS	

PROJECT INFORMATION:
 PROJECT TITLE: HIGH CROSSING
 FA ID# 10014131
 3518 CROSS HILL DRIVE
 MADISON, WI 53783
 DANE COUNTY

SITE PLAN # EQUIPMENT LAYOUT

0	3.75'	7.5'	15'
1 1/4" x 1 1/4"	1" = 7.5'		
2 1/4" x 3 1/4"	1" = 5.95'		

PROJECT NUMBER: 28622
 SHEET NUMBER: A-1

APPROVED
By Al Larson at 11:30 am, May 13, 2019



SITE NUMBER: W10196
SITE NAME: HIGH CROSSING

PROJECT:
IP REPEATER - TYPE 1

PROJECT DESCRIPTION:
INSTALL (3) NEW REMOTE UNITS ION-M23 SDARS & (3) NEW DIPLEXERS SDARS-WCS CBC23SR-43 ON TOWER.
INSTALL (1) NEW ION-M23 MAIN UNIT & (1) NEW RMC1900 IN SHELTER.
INSTALL (2) NEW DC POWER CABLES, (2) NEW RAYCAP DC2 & (1) NEW RAYCAP DC6.

AT&T APPROVAL

SITE ACQUISITION MANAGER:	Date
MASTEC CONSTRUCTION MANAGER:	Date
MASTEC SA PROJECT MANAGER:	Date
MASTEC SA SPECIALIST:	Date
MASTEC COMPLIANCE MANAGER:	Date
AT&T PR PROJECT MANAGER:	Date
AT&T PROJECT MANAGER:	Date

AT&T MOBILITY APPROVAL

Real Estate	Date
RF	Date
Operation	Date

LTE PROJECT

<input checked="" type="checkbox"/> 700	<input checked="" type="checkbox"/> AWS	<input checked="" type="checkbox"/> 1900	<input checked="" type="checkbox"/> 850	<input checked="" type="checkbox"/> WCS/	<input checked="" type="checkbox"/> FNI
				Situs XMI	70

APPLICABLE BUILDING CODES AND STANDARDS

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODE ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (A/J) FOR THE LOCATION. THE ENTIRE THE A/J ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
[INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY LOCAL BUILDING AUTHORITY]
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2002;
2017 NATIONAL ELECTRICAL CODE, AS ADOPTED BY LOCAL BUILDING AUTHORITY]

LIGHTNING PROTECTION CODE:
[NFPA 780 - 2000, LIGHTNING PROTECTION CODE]
CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, EDITION
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES;
TIA 807, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) BY, GUIDE FOR MEASURING & RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT
IEEE 682.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIR (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")
TELEORDA GR-1275, GENERAL INSTALLATION REQUIREMENTS
TELEORDA GR-1503, COAXIAL CABLE CONNECTIONS

ANSI T1.314, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION FOR ANY CONTACTS BETWEEN SECTIONS OF LISTED CABLES AND STANDARDS REGARDING WIRING METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL APPLY. THE SPECIFIC REQUIREMENT SHALL GOVERN.

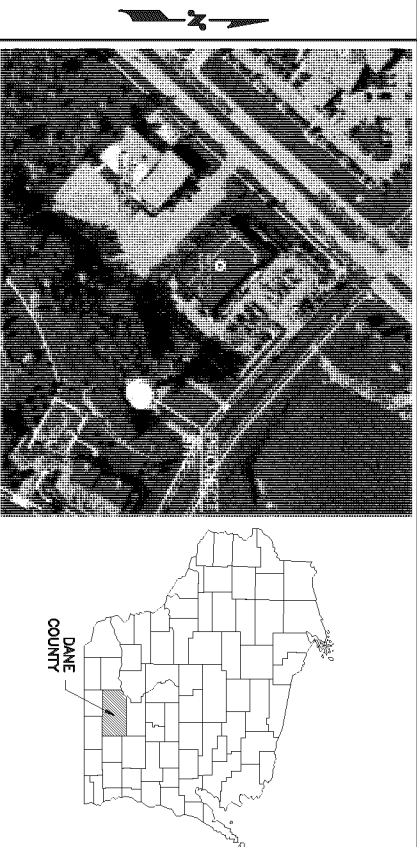
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY COMPLY WITH THE REQUIREMENT OF ALL APPLICABLE CODES AND ORDINANCES.

DATE: 03/13/19

SATISHKUMAR C. PATEL, S.E.
WISCONSIN P.E. LICENSE #E-25581
EXPIRES 07-31-2020

VICINITY MAP

DIRECTION: (FROM CHASE INTERNATIONAL AIRPORT)
TURN RIGHT (EAST) ONTO ZEMKE BLVD, THEN IMMEDIATELY TURN LEFT (NORTH) ONTO US-12 [US-45] 0.3 MI. TURN RIGHT (EAST) ONTO SR-72 [W HIGGINS RD] 0.6 MI. TURN LEFT ONTO RAMP 0.2 MI *TOLL ROAD*. MERGE ONTO I-90 [NORTHWEST TOLLWAY] 59.7 MI. *TOLL ROAD*. ROAD NAME CHANGES TO I-39 [I-90] 14.4 MI. AT EXIT 3, STAY ON I-39 [I-90] (NORTH) 54.3 MI. AT EXIT 135A-B-C, TURN RIGHT ONTO RAMP 0.3 MI. KEEP RIGHT TO STAY ON RAMP 0.3 MI. TURN RIGHT (NORTH-EAST) ONTO HIGH CROSSING BLVD 0.7 MI. TURN RIGHT (SOUTH-EAST) ONTO CROSS HILL DR 142 YDS. TURN RIGHT (SOUTH-WEST) ONTO LOCAL ROAD(S) 65 YDS. ARRIVE AT 43.14156N 89.28333W.



SITE QUALIFICATION PARTICIPANTS

NAME	COMPANY	NUMBER
A/E SATISHKUMAR C. PATEL	APEX ENGINEERS, INC.	(630) 627-1800
SA MANUEL M. FERRA	MASTEC	(847) 483-9957
PM LAURA FERHMAN	MASTEC	(847) 634-4949
CM	MASTEC	

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN MEMBER

ONE CALL SYSTEMS INTERNATIONAL
CALL DIGGERS HOT LINE
1-800-242-8511
TOLL FREE
FAX A LOCATE 1-800-338-3880
TDD (FOR HEARING IMPAIRED)
1-900-542-2289

PROJECT INFORMATION

APPLICANT: AT&T
930 NATIONAL PARKWAY
SCHALMBERG, IL 60173
10014131

PROPOSED USE: TELECOMMUNICATIONS FACILITY

STRUCTURE TYPE: WATER TANK

SITE ADDRESS: 3518 CROSS HILL DRIVE
MADISON, WI 53718

PROPERTY OWNER: CITY OF MADISON
215 MARTIN LUTHER KING JR. BLVD.
MADISON, WI 53201

CONTACT PERSON: PUBLIC WORKS
(608) 266-4630

PARCEL NUMBER: 251-0810-233-0105-5

JURISDICTION: DANE COUNTY

LATITUDE: 43° 08' 29.602" N

LONGITUDE: 89° 16' 59.999" W

LAT/ LONG TYPE: NAD 83

GROUND ELEVATION: 1,021 FT MSL

POWER COMPANY: WE ENERGIES
(800) 714-7777

PHONE: AT&T

TELEPHONE COMPANY: AT&T
(800)-257-0902

DRAWING INDEX

DRAWING INDEX	REV
W10196-01 TITLE SHEET	A
W10196-02 SITE PLAN	A
W10196-03 ELEVATION	A
W10196-04 ANTENNA LAYOUT	A
W10196-05 EQUIPMENT LAYOUT	A
W10196-06 NEW EQUIPMENT SPECIFICATIONS	A
W10196-07 BRUS SPECIFICATIONS	A
W10196-08 CONSTRUCTION DETAILS	A
W10196-09 ANTENNA MATHIX	A
W10196-10 GENERAL NOTES	A

THESE DRAWINGS ARE PREPARED BASED ON INFORMATION PROVIDED BY MASTEC NETWORK SOLUTION. GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST RECENT VERSION OF RFDS PRIOR TO CONSTRUCTION.

Mastec
Network Solutions
1351 E. Irving Park Rd
Itasca, IL 60143

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60146
Ph. (630) 627-1800
Fax. (630) 627-1185
APEX JOB NO. GM10-063

HIGH CROSSING
SITE NO W10196
SITERA NO. 64287A
3518 CROSS HILL DRIVE
MADISON, WI 53718

AT&T

NO.	DATE	ISSUED FOR	BY	CHK	APP'D
A	03/13/19	ISSUED FOR REVIEW	VA	EK	SP
		REVISIONS	BY	CHK	APP'D

SCALE: AS SHOWN

AT&T MOBILITY

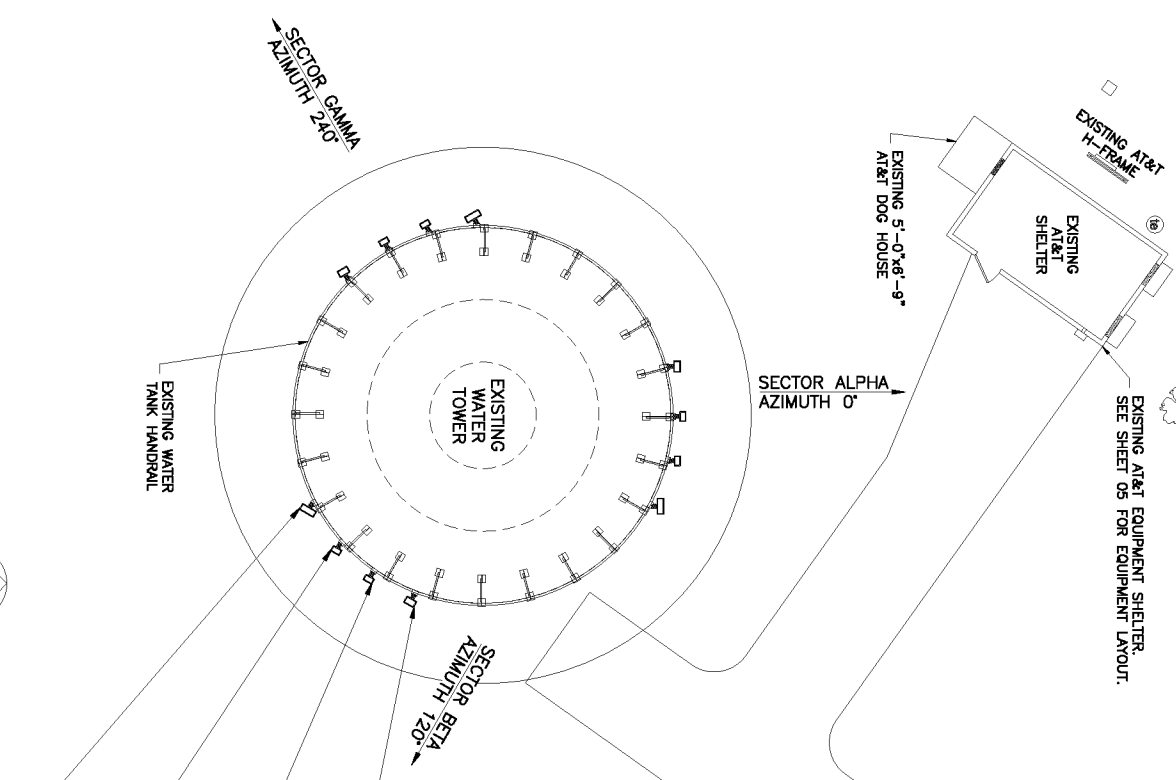
TITLE SHEET
DRAWING NUMBER
W10196-01

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

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

Lance Vest

ANTENNA LEGEND:	
	PROPOSED ANTENNA
	RELOCATED ANTENNA
	EXISTING ANTENNA
	REMOVED ANTENNA



- POSITION 1:
 (3) EXISTING ANTENNAS W/
 (3) EXISTING AWS RRUS32 B66 (TYP. 1 PER SECTOR) TO REMAIN.
- POSITION 2:
 (3) EXISTING ANTENNAS W/
 (3) EXISTING 700 RRUS11 &
 (3) EXISTING 1900 RRUS32 B2 (TYP. 1 PER SECTOR) TO REMAIN.
- POSITION 3:
 (3) EXISTING ANTENNAS W/
 (3) EXISTING 850 RRUS12 &
 (3) EXISTING WCS RRUS32 B30 (TYP. 1 PER SECTOR) TO REMAIN.
 INSTALL (3) NEW ION-M23 SDARS REMOTE UNITS &
 (3) NEW SDARS-WCS DIPLEXER GBG23SR-43 (TYP. 1 PER SECTOR)
- POSITION 4:
 (3) EXISTING ANTENNAS W/
 (3) EXISTING 700 FNET RRUS 4478 B14 (TYP. 1 PER SECTOR).

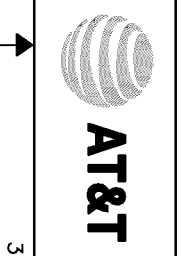
1 SITE PLAN
 SCALE: 1/16"=1'-0"



Mastec
Network Solutions
 1351 E. Irving Park Rd
 Itasca, IL 60143

Apex Engineers, Inc.
 Structural & Civil Engineers
 500 East 22nd Street, Suite B
 Lombard, Illinois 60148
 Ph. (630) 627-1800
 Fax. (630) 627-1165
 APEX JOB No. GM10-063

HIGH CROSSING
SITE NO. W10196
SITERA NO. 64287-A
 3518 CROSS HILL DRIVE
 MADISON, WI 53718



NO.	DATE	ISSUED FOR	REVISIONS	DESIGNED BY:	CHK	APP'D	DRAWN BY:	CHK	APP'D
A	03/13/18	ISSUED FOR RENEW			VA	EK	SP		

SCALE: AS SHOWN

AT&T MOBILITY
 SITE PLAN
 DRAWING NUMBER
 W10196-02

1	A
2	B
3	C
4	D
5	
6	

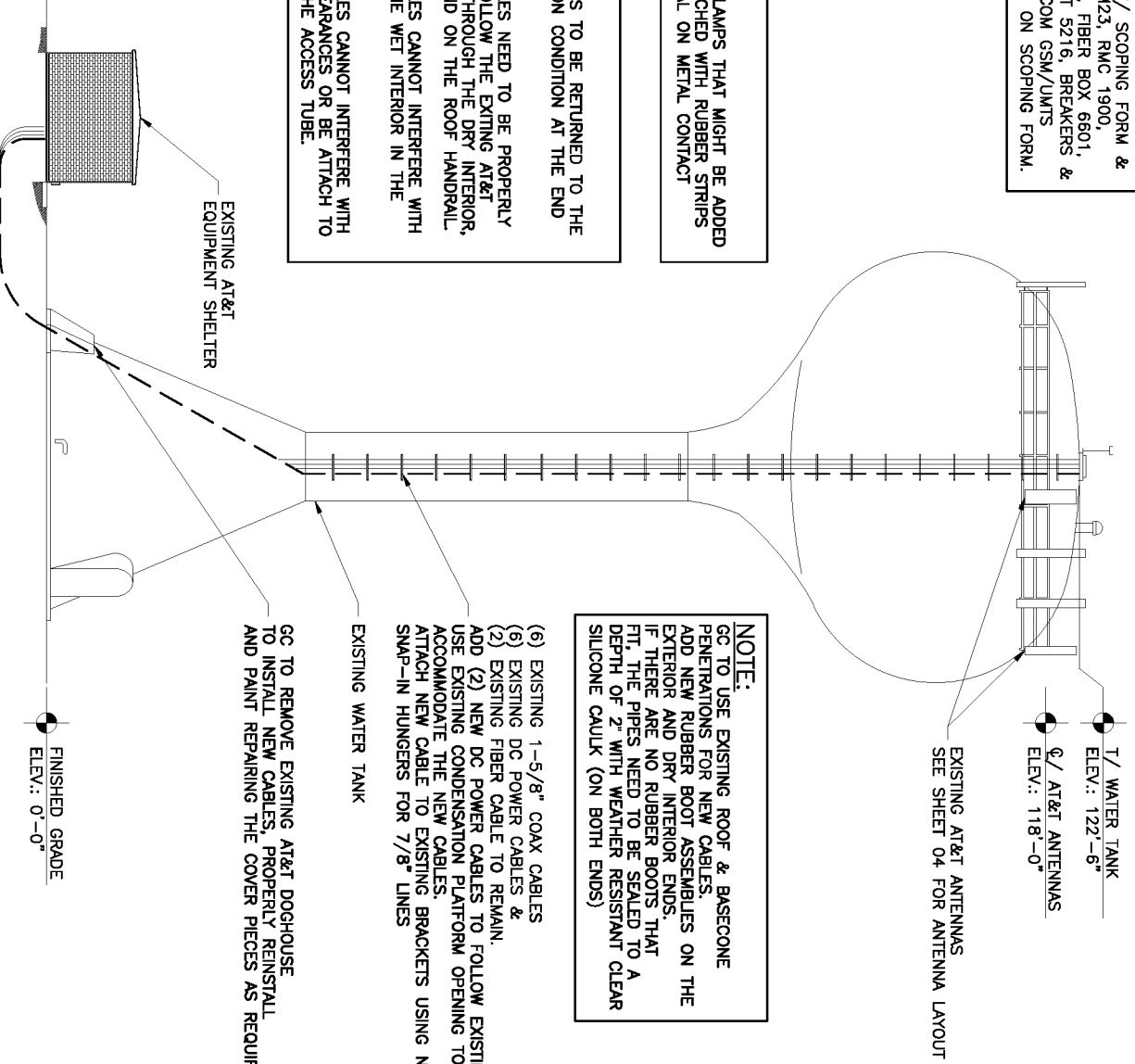
NOTE:
 REFER TO RF DESIGN SHEET / SCOPING FORM & INSTALL AS REQUIRED: 10N-M23, RMC 1900, DIPLEXER, DC/FC BOX, XMU, FIBER BOX 6601, DUS41, PATCH PANEL, TELECT 5216, BREAKERS & MISC. EQUIPMENT. ALSO, DECOM GSM/UMTS EQUIPMENT/COAX AS SHOWN ON SCOPING FORM.

NOTE:
 ANY UNIVERSAL CLAMPS THAT MIGHT BE ADDED NEED TO BE ATTACHED WITH RUBBER STRIPS TO PREVENT METAL ON METAL CONTACT

NOTES:
 1. THE SITE NEEDS TO BE RETURNED TO THE PRE-CONSTRUCTION CONDITION AT THE END OF THE PROJECT.
 2. THE NEW CABLES NEED TO BE PROPERLY ATTACHED AND FOLLOW THE EXISTING AT&T CABLES ROUTED THROUGH THE DRY HANDRAIL ON THE ROOF, AND ON THE ROOF HANDRAIL.
 3. THE NEW CABLES CANNOT INTERFERE WITH THE HATCH TO THE WET INTERIOR IN THE ACCESS TUBE.
 4. THE NEW CABLES CANNOT INTERFERE WITH OSHA LADDER CLEARANCES OR BE ATTACH TO THE LADDER IN THE ACCESS TUBE.

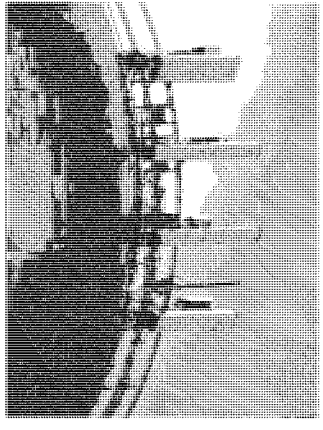
NOTE:
 GC TO USE EXISTING ROOF & BASECONE PENETRATIONS FOR NEW CABLES. ADD NEW RUBBER BOOT ASSEMBLIES ON THE EXTERIOR AND DRY INTERIOR ENDS. IF THERE ARE NO RUBBER BOOTS THAT FIT, THE PIPES NEED TO BE SEALED TO A DEPTH OF 2" WITH WEATHER RESISTANT CLEAR SILICONE CAULK (ON BOTH ENDS)

(6) EXISTING 1-5/8" COAX CABLES
 (6) EXISTING DC POWER CABLES & (2) EXISTING FIBER CABLE TO REMAIN.
 ADD (2) NEW DC POWER CABLES TO FOLLOW EXISTING RUN. USE EXISTING CONDENSATION PLATFORM OPENING TO ACCOMMODATE THE NEW CABLES. ATTACH NEW CABLE TO EXISTING BRACKETS USING NEW SNAP-IN HUNGERS FOR 7/8" LINES
 GC TO REMOVE EXISTING AT&T DOGHOUSE TO INSTALL NEW CABLES, PROPERLY REINSTALL AND PAINT REPAIRING THE COVER PIECES AS REQUIRED.

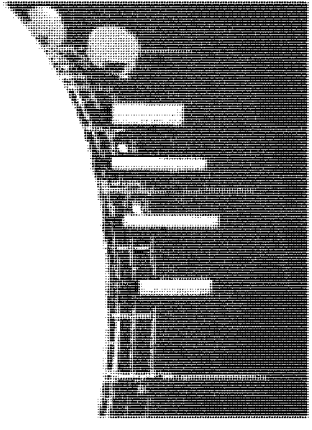


1 ELEVATION
 SCALE: 1/16"=1'-0"

PICTURES TAKEN ON 03/12/2019



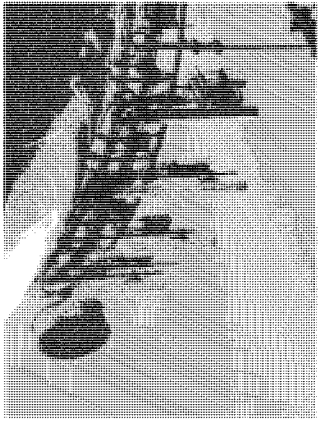
SECTOR ALPHA



SECTOR BETA



EXISTING TOWER



SECTOR GAMMA

Mastec
Network Solutions
 1351 E. Irving Park Rd
 Itasca, IL 60143

Apex Engineers, Inc.
 Structural & Civil Engineers
 500 East 22nd Street, Suite B
 Lombard, Illinois 60148
 Ph. (630) 627-1800
 Fax. (630) 627-1165
 APEX JOB No. GM10-063

HIGH CROSSING
SITE NO. W10196
SITERA NO. 64287-A
 3518 CROSS HILL DRIVE
 MADISON, WI 53718



NO.	DATE	ISSUED FOR	BY	CHK	APP'D
A	03/13/19	ISSUED FOR REVIEW	VA	EK	SP
SCALE: AS SHOWN		DESIGNED BY: XX	PKWN BY: XX		

AT&T MOBILITY
 ELEVATION
 DRAWING NUMBER
 W10196-03

6

5

4

3

2

11 x 17" SIDE

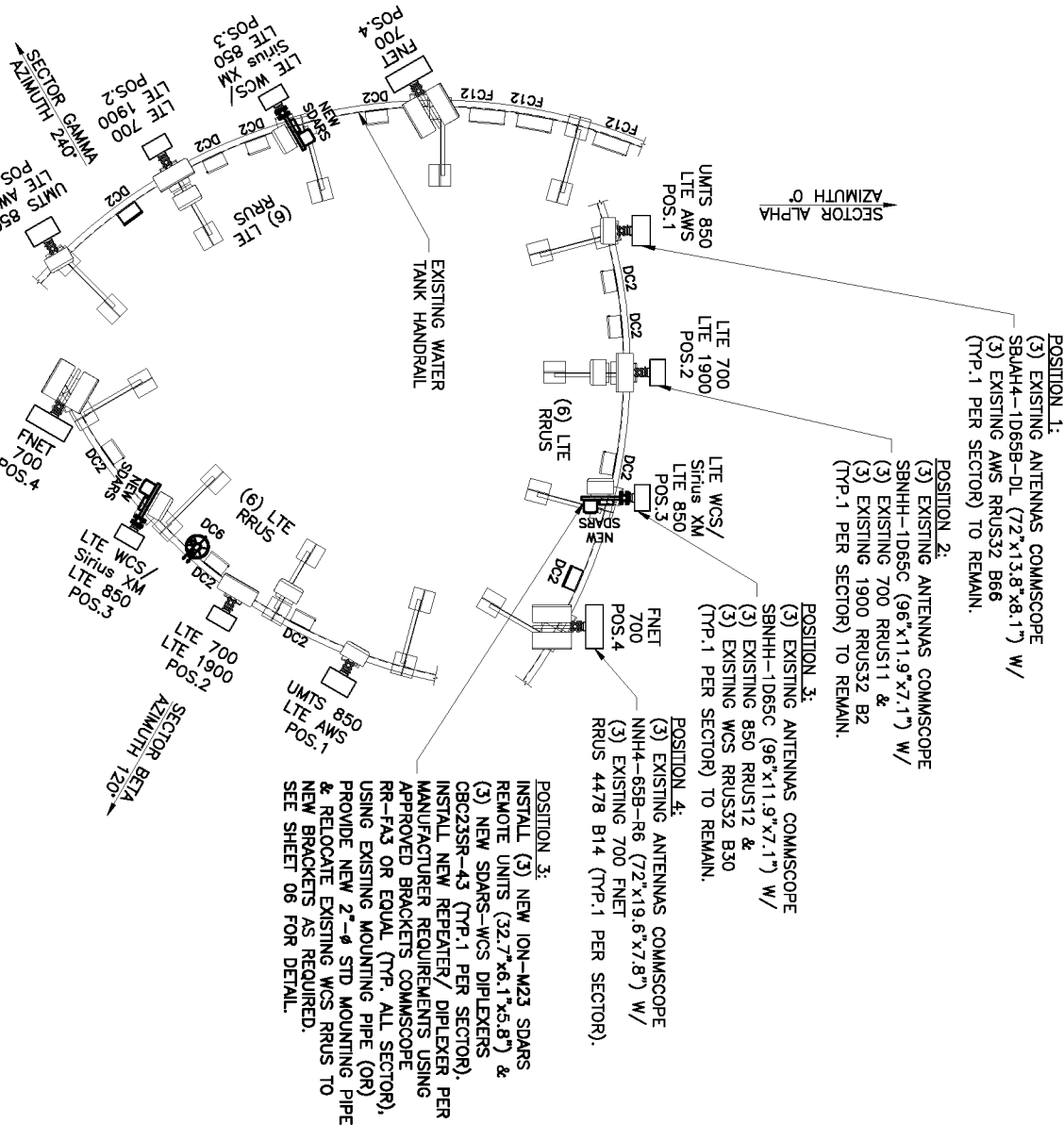
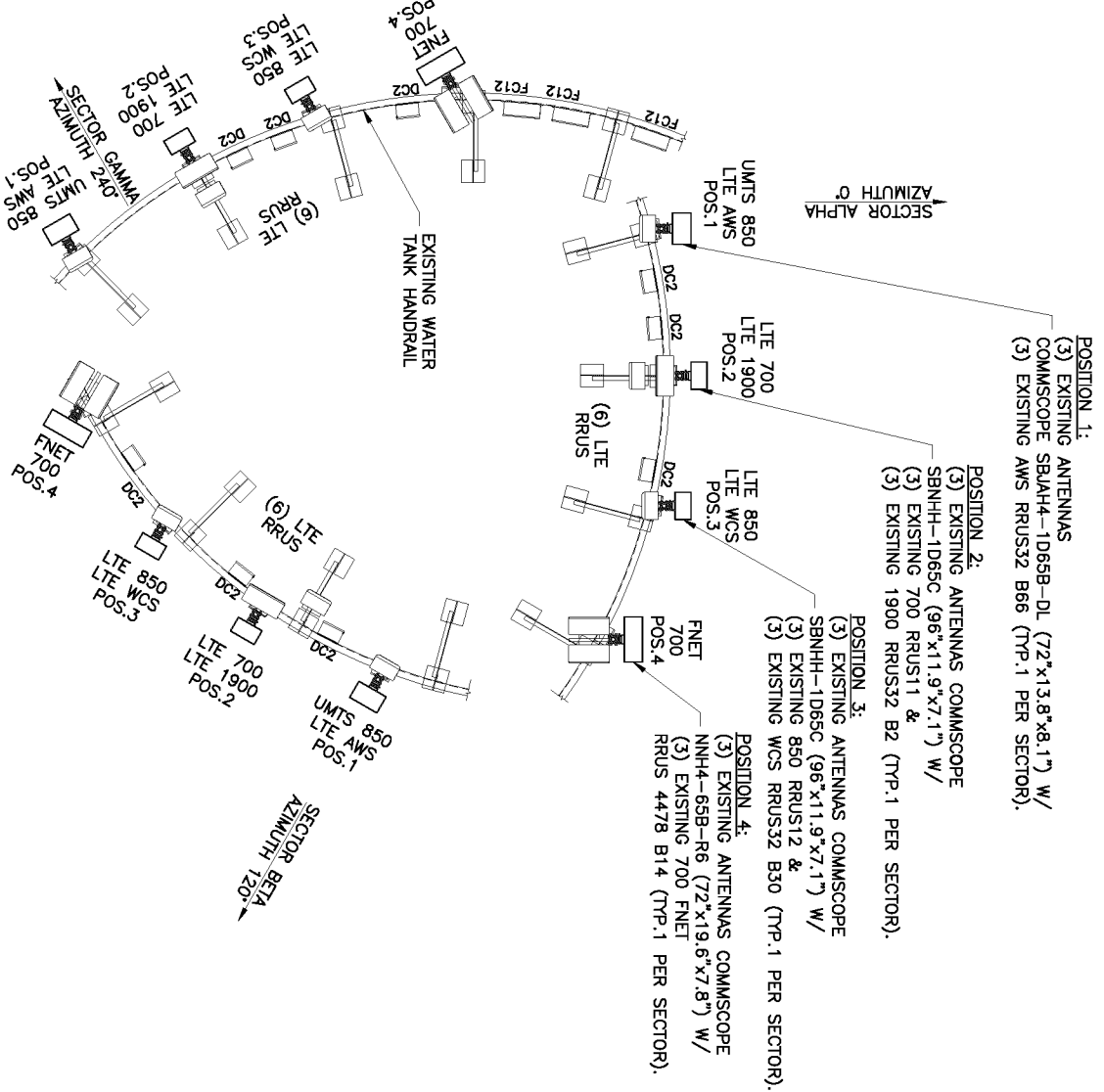
EXHIBIT C (Sheet 4 of 10)

(9) EXISTING RAYCAP DC2-48-60-0-9E &
(3) EXISTING RAYCAP FC12-PC6-10E.

EXISTING ANTENNA MODELS, POSITIONS & AZIMUTHS ARE ASSUMED BASED ON RFDS. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION & COORDINATE WITH AT&T RF ENGINEER FOR ANY DISCREPANCY.
REFER TO RF DESIGN SHEET FOR ADDITIONAL INFORMATION ON TMA/S/DIPLEXERS/DCA&RBER BOX/SQUID

(9) EXISTING RAYCAP DC2-48-60-0-9E &
(3) EXISTING RAYCAP FC12-PC6-10E TO REMAIN.
ADD (2) NEW RAYCAP DC2-48-60-0-9E &
(1) NEW RAYCAP DC6-48-60-0-8C-EV.

RELOCATE/ ADD/ REPLACE MOUNTING PIPES AS REQUIRED TO ACCOMMODATE NEW ANTENNAS



1 EXISTING ANTENNA LAYOUT
SCALE: N.T.S.

2 PROPOSED ANTENNA LAYOUT
SCALE: N.T.S.

Mastec
Network Solutions
1351 E. Irving Park Rd
Itasca, IL 60143

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60148
Ph. (630) 627-1800
Fax. (630) 627-1165
APEX JOB No. GM10-063

HIGH CROSSING
SITE NO. W10196
SITERA NO. 64287A
3518 CROSS HILL DRIVE
MADISON, WI 53718



NO.	DATE	ISSUED FOR	BY	CHK	APP'D
A	03/13/18	ISSUED FOR REVIEW	VA	EK	SP
REVISIONS					
DESIGNED BY:	XX	DRAWN BY:	XX		

AT&T MOBILITY
ANTENNA LAYOUT
DRAWING NUMBER
W10196-04

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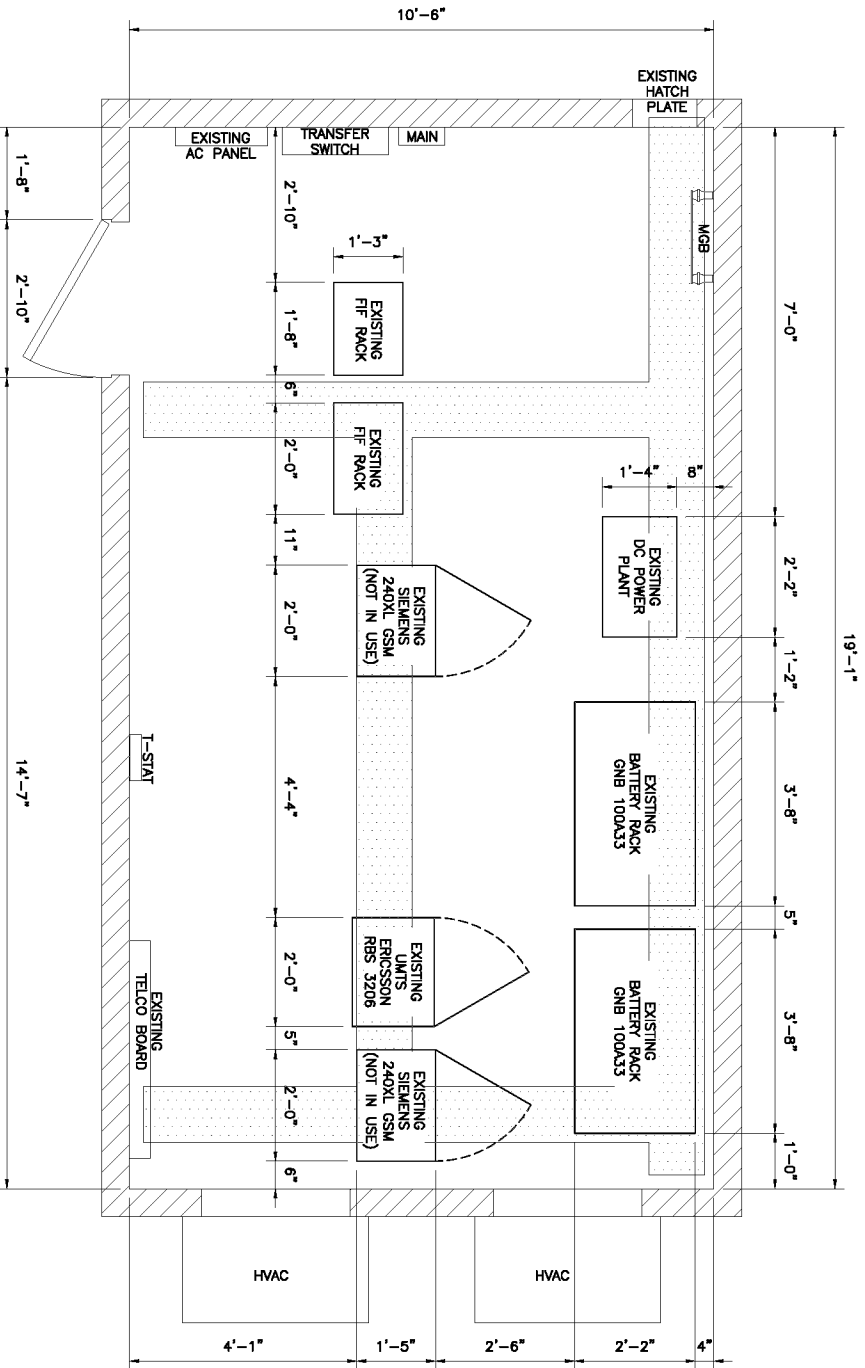
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11 x 17" SITE

- NOTES:
- EXISTING SPACE FOR PROPOSED EQUIPMENT ASSUMED TO BE ADEQUATE. PRIOR TO INSTALLATION, COORDINATE FINAL LOCATION WITH CONSTRUCTION MANAGER.
 - COORDINATE WITH CONSTRUCTION MANAGER FOR THE PROVISION OF DC CIRCUIT BREAKERS AND OTHER ANCILLARY ITEMS TO SUPPORT THE NEW EQUIPMENT.
 - PROPERLY BOND ALL EQUIPMENT AND CONDUCTIVE SURFACES TO EXISTING GROUND PER NEC AND AT&T STANDARDS.



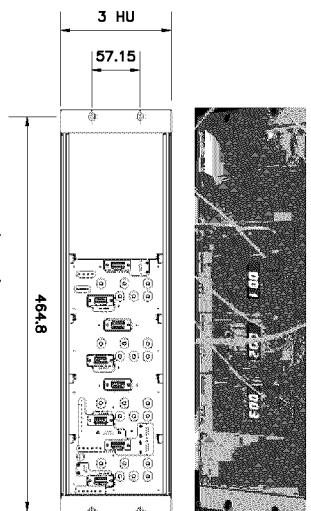
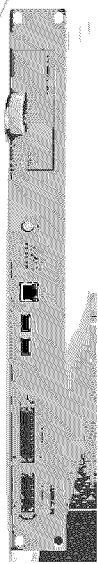
INSTALL (1) NEW ION-M23 MAIN UNIT & (1) NEW RMC1900 IN AVAILABLE SPACE ON RACK AS REQUIRED.
(2) EXISTING DC12-48-60-RM TO REMAIN.

FINAL BBU CONFIGURATION:
(1) NEW ION-M23 MU, (1) NEW RMC1900,
(2) EXISTING 5216, (2) EXISTING XMU & (2) EXISTING 6601.
ADD (3) 10 AMP BREAKERS.
DECOM UMTS/GSM AS SHOWN ON SCOPING FORM.

1 EQUIPMENT LAYOUT
SCALE: 3/8"=1'-0"



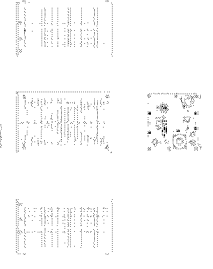
2 MAIN UNIT (MU)



MECHANICAL
HEIGHT/WIDTH/DEPTH (19" TECHNOLOGY) 44.5 X 483 X 359 mm
(1.75 (1HU) X 19 X 14.1 inch)
WEIGHT 3.0 kg (6.6 lbs)
ENVIRONMENTAL AND SAFETY
OPERATING TEMPERATURE RANGE -5° C TO +50° C
ETS 300 019
POWER SUPPLY 12 Vdc (MIN 11 V - MAX 14 V)

3 COMSCOPE RMC1900
(RACK MASTER CONTROLLER)

 Mastec Network Solutions 1351 E. Irving Park Rd Itasca, IL 60143		 Apex Engineers, Inc. Structural & Civil Engineers 500 East 22nd Street, Suite B Lombard, Illinois 60148 Ph. (630) 627-1800 Fax. (630) 627-1165 APEX JOB NO. GM10-063		HIGH CROSSING SITE NO. W10196 SITERA NO. 64287A 3518 CROSS HILL DRIVE MADISON, WI 53718			
NO. DATE A 03/13/19		ISSUED FOR REVIEW		DESIGNED BY: XX		DRAWN BY: XX	
NO. DATE A 03/13/19		REVISIONS		BY: CKK MPD		DRAWING NUMBER W10196-05	
SCALE: AS SHOWN		AT&T MOBILITY EQUIPMENT LAYOUT		11 x 17 1/2" SIZE		A	



MECHANICAL
 HEIGHT/WIDTH/DEPTH 831 X 156 X 147 mm
 (32.7 X 6.1 X 5.8 inch)
 WEIGHT, KG (LB) 22 (48)

ENVIRONMENTAL
 OPERATING TEMPERATURE RANGE, °C*** -33 TO +55
 INGRESS PROTECTION RF PART IP67

ELECTRICAL

MAINS POWER, VAC	100 TO 240
NOMINAL	85 TO 284
OPERATING	85 TO 284
MAINS POWER, VDC	48 TO 60
NOMINAL	36 TO 72
OPERATING	36 TO 72
POWER CONSUMPTION, WATTS	215
MAX. TEMP., FULLY LOADED	215
ROOM TEMP., IDLE	90

OPTICAL LINK

CONNECTORS	E2000/APC 8T
OPTICAL RETURN LOSS, dB	45 MIN.
FIBER TYPE	SINGLE MODE E9/125
OPTICAL LINK BUDGET, dB	0 TO 10

ADDITIONAL GAIN FUNCTIONALITY ALLOWS TO MODIFY SYSTEM GAIN WITHOUT AFFECTING SYSTEM PERFORMANCE. NOMINAL GAIN OF 37.5 DB CAN BE INCREASED UP TO 37.5 DB + 19 DB (IN STEPS OF 0.5 DB)
 COMPOSITE INPUT POWER @ OTRX MASTER 0 NOMINAL
 2324 - 2341.5 MHZ
 -19 @ MAX GAIN (56.5 dB)

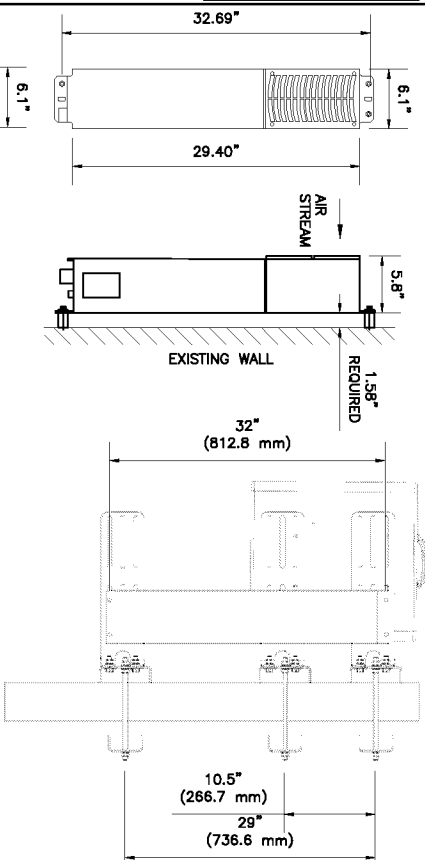
RE-INTERFACE MASTER-SIDE CONNECTORS

ANTENNA PORT CONNECTORS	1X 4.3-10 FEMALE
1-SECTOR	3X 4.3-10 FEMALE
3-SECTOR	3X 4.3-10 FEMALE

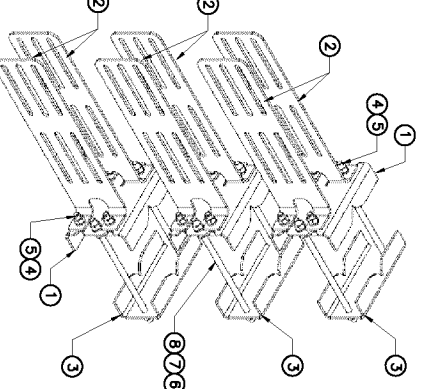
ION-M23 SDARS 3-SECTOR

FREQUENCY RANGE, MHz	2324 TO 2341.5
RF OUTPUT POWER PER CARRIER @ ANTENNA PORT, dBm*	33
NUMBER OF CARRIERS	1
COFDM/OFDM	37.5 34.5
DL OUTPUT TOLERANCE, dB	±1.1
OVER FREQUENCY	±0.5
OVER TEMPERATURE	±0.5
IN BAND SPURIOUS EMISSIONS @ ANTENNA PORT	< -20 dBm / 1 MHz FOR CARRIER BANDWIDTH ± 4 MHz AND 1 M FIBER LENGTH
GROUP DELAY	220 NS @ CENTER FREQUENCY

1 ION-M23 SDARS 3-SECTOR OPTICAL REMOTE UNIT
 SCALE: N.T.S.

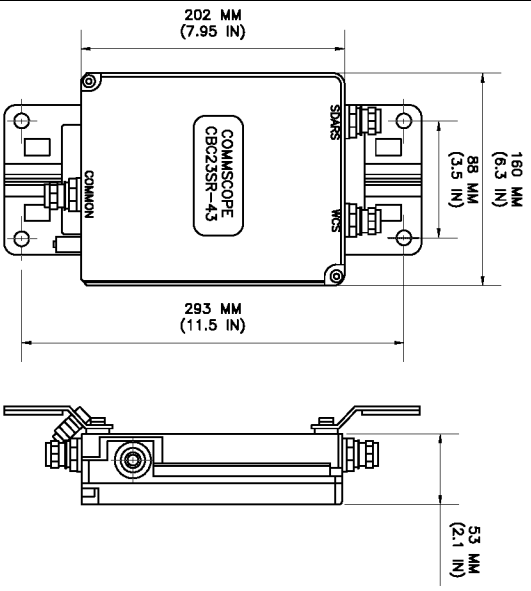


- NOTES:**
- 1.0 GENERAL NOTES
 - 1.1 ALL METRIC DIMENSIONS ARE IN BRACKETS.
 - 2.0 DESIGN NOTES
 - 2.1 MOUNT WILL FIT LESS UP TO:
 - # 5.8 ROUND
 - 4.5 90 ANGLE
 - 6.0 60 ANGLE
 - 2.2 PRE-ASSEMBLE EQUIPMENT TO HANGER BRACKETS (ITEM 2).
 - 2.3 MEASURE DISTANCE BETWEEN HANGER BRACKETS (ITEM 2).
 - 2.4 ASSEMBLE BRACKETS ITEMS 1 & 3 TO MAST/MEMBER.
 - 2.5 CONFIRM FIT DISTANCE.
 - 2.6 WITH ITEMS 4 & 5 LOOSE, SLIDE HANGER INTO POSITION.
 - 2.8 THEN TIGHTEN BOLTS FOR INSTALLATION.
 - 3.0 MANUFACTURING/SPECIAL REQUIREMENTS
 - 4.0 PACKAGING
 - 5.0 PACKAGING



ITEM	PART NO.	DESCRIPTION	QTY.	WEIGHT	NOTE NO.
1	MTC-379912	WELDED FRONT BRACKET	3	4.18 LBS	
2	MTC-379909	RU HANGER	3	3.97 LBS	
3	MTC-379913	REAR BRACKET	3	3.10 LBS	
4	GWF-04	1/2" GALV FLAT WASHER	12	0.03 LBS	
5	GSR-04-15	1/2" X 1.1/2" GALV BOLT KIT	12	0.3 LBS	
6	GWL-04	1/2" GALV LOCK WASHER	18	0.01 LBS	
7	GND-04	1/2" GALV HEX NUT	18	0.04 LBS	
8	ML-379	1/2" X 1/2" GALV THREADED ROD	6	0.66 LBS	

COMMSCOPE RR-FA3 (FAST ACCESS TRIPLE RRU MOUNT)



MECHANICAL & ENVIRONMENTAL

DIMENSIONS 202 X 160 X 53 MM
 WEIGHT 2.45 KG (5.4 LBS)
 FINISH GRAY PAINT
 RE CONNECTORS 4.3-10 FEMALE
 GROUND TERMINAL DIAMETER 6 MM (0.25 INCH)
 OPERATING TEMPERATURE RANGE -40 TO +65 °C
 INGRESS PROTECTION IP67
 LIGHTNING PROTECTION 10 KA, 8/20 MS

3 CBC23SR-43 DIPLEXER FOR WCS ABCD & SIRIUS XM REPEATER
 SCALE: N.T.S.

- INSTALLATION NOTES (WALL OR POLE):**
1. DUE TO POWER DISSIPATION, THE REMOVE UNIT MAY REACH A VERY HIGH TEMPERATURE. ENSURE SUFFICIENT AIRFLOW FOR VENTILATION.
 2. A MAXIMUM TILT ANGLE OF 25° FROM A VERTICAL POSITION MUST BE KEPT
 3. A SPACING OF 40 MM (1.58 INCH) AROUND THE UNIT IS REQUIRED
 4. DEPENDING ON THE INSTALLATION TYPE (WALL OR POLE), THE CORRESPONDING MOUNTING KITS MUST BE ORDERED FROM THE MANUFACTURER. IF ANY DIFFERENT OR ADDITIONAL MOUNTING MATERIAL IS USED, ENSURE THAT THE MOUNTING REMAINS AS SAFE AS THE MOUNTING IS DESIGNED BY THE MANUFACTURER. THE SPECIFICATIONS FOR STATIONARY USE OF THE REMOVE UNIT MUST NOT BE EXCEEDED. ENSURE THAT THE STATIC AND DYNAMIC STRENGTHS ARE ADEQUATE FOR THE ENVIRONMENTAL CONDITIONS OF THE SITE. THE MOUNTING MUST NOT VIBRATE, SWING OR MOVE IN ANY WAY THAT MIGHT CAUSE DAMAGE TO THE REMOVE UNIT.

2 INSTALLATION DETAILS
 SCALE: N.T.S.

3 COMMSCOPE RR-FA3 (FAST ACCESS TRIPLE RRU MOUNT)
 SCALE: N.T.S.

Master Network Solutions
 1351 E. Irving Park Rd
 Itasca, IL 60143

Apex Engineers, Inc.
 Structural & Civil Engineers
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 APEX JOB NO. GM10-063

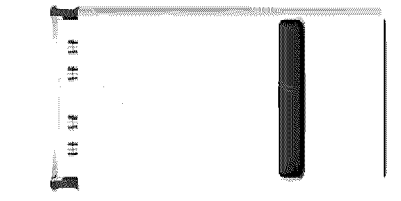
HIGH CROSSING SITE NO. W/0196 SITERA NO. 64287-A
 3518 CROSS HILL DRIVE
 MADISON, WI 53718



NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APP'D
A	10/15/18				
		ISSUED FOR REVIEW	VA	EK	SP
		REVISIONS	BY	CHK	APP'D

AT&T MOBILITY

NEW EQUIPMENT SPECIFICATIONS
 DRAWING NUMBER W0196-06



- RRUS 32 B2**
- PCS
 - FX = 1930 - 1990 MHz
 - FX = 1930 - 1990 MHz
 - CPRI 2 ports x 10 GHz
 - CPRI 2 ports x 2.5/4.9/9.8/10.1 Gbps.
 - Only use Ericsson supplied and approved SFPs, RDH10247/3
 - 6 external alarm inputs
 - Max wind load @ 50m/sec = 350N
 - Breaker size = 30A, DC Power Consumption = 910W (for dimensioning)
 - 200mm horizontal separation required for side by side mounting
 - 200mm separation required from antenna backplane to radio
 - 600mm/800mm vertical outdoor/indoor separation required
 - Min, Max DC cable size from squid to radio = 10, 8 AWG.
 - Adapter is required for 2-wire connection
 - Shielded DC cable is required
 - Ground cable size = 2AWG
 - Dimensions (incl. handles, feet and sunshield)
 - Height: 27.2" (690 mm)
 - Width: 12.1" (306 mm)
 - Depth: 7.0" (178 mm)
 - Weight, excl. mounting hardware = 53 lbs (24 kg)

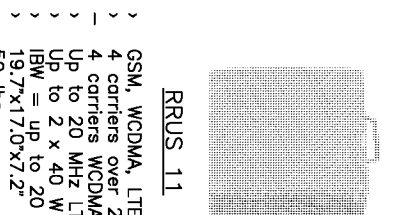
- RRUS 32 B30**
- WCS A4B Blocks
 - FX = 2350 - 2360 MHz
 - FX = 2350 - 2360 MHz
 - CPRI 2 ports x 10 GHz
 - Only use Ericsson supplied and approved SFPs
 - 8 external alarm inputs
 - Max wind load @ 50m/sec = 350N
 - Breaker size = 20A, DC Power Consumption = 800W
 - 200mm horizontal separation required for side by side mounting
 - 200mm separation required from antenna backplane to radio
 - 600mm/800mm vertical outdoor/indoor separation required
 - Min, Max DC cable size from squid to radio = 8AWG
 - Adapter is required for 2-wire connection
 - Shielded DC cable is required
 - Ground cable size = 2AWG
 - Dimensions (incl. handles, feet and sunshield)
 - Height: 27.2" (690 mm)
 - Width: 12.1" (306 mm)
 - Depth: 7.0" (178 mm)
 - Weight, excl. mounting hardware = 53 lbs (24 kg)

- RRUS 32 B66**
- AWS
 - FX = 2110 - 2180 MHz
 - FX = 2110 - 2180 MHz
 - CPRI 2 ports x 10 GHz
 - CPRI 2 ports x 2.5/4.9/9.8/10.1 Gbps.
 - Only use Ericsson supplied and approved SFPs RDH10247/3
 - 6 external alarm inputs
 - Max wind load @ 50m/sec = 350N
 - Breaker size = 30A, DC Power Consumption = 890W (for dimensioning)
 - 200mm horizontal separation required for side by side mounting
 - 200mm separation required from antenna backplane to radio
 - 600mm/800mm vertical outdoor/indoor separation required
 - Min, Max DC cable size from squid to radio = 10,8 AWG
 - Adapter is required for 2-wire connection
 - Shielded DC cable is required
 - Ground cable size = 2AWG
 - Dimensions (incl. handles, feet and sunshield)
 - Height: 27.2" (690 mm)
 - Width: 12.1" (306 mm)
 - Depth: 7.0" (178 mm)
 - Weight, excl. mounting hardware = 53 lbs (24 kg)

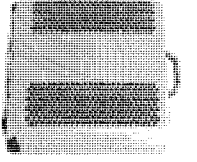
RRUS32 SPECIFICATIONS



SCALE: N.T.S.



- RRUS 11**
- GSM, WCDMA, LTE
 - 4 carriers over 20 MHz IBW
 - 4 carriers WCDMA, LTE
 - Up to 20 MHz LTE
 - Up to 2 x 40 W
 - IBW = up to 20 MHz
 - 19.7"x17.0"x7.2"
 - 50 lbs

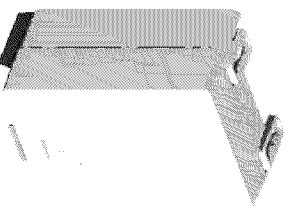


- RRUS 12**
- GSM, WCDMA, LTE
 - 8 carriers over 40 MHz IBW
 - 4 carriers WCDMA, LTE
 - Up to 20 MHz LTE
 - Up to 2 x 80 W
 - IBW = up to 40 MHz
 - 20.4"x18.5"x7.5"
 - 50 lbs

RRUS11 & RRUS12 SPECIFICATIONS



SCALE: N.T.S.



RRUS 4478 B14

- B14
- FX = 758 - 768 MHz
- RX = 768 - 798 MHz
- CPRI 2 ports x 2.5/4.9/9.8/10.1 Gbps.
- Install 1 SFP and connect 1 fiber pair to the RRUS 4478 during initial install.
- Only use Ericsson supplied and approved SFPs RDH10265/25
- 2 external alarm inputs
- Max wind load @ 50m/sec = 260N
- Breaker size = 25A, DC Power Consumption = 670 W (for dimensioning)
- 200mm horizontal separation required for side by side mounting
- 200mm separation required from antenna backplane to radio
- 400mm vertical outdoor/indoor separation required between 2 radios
- Min, Max DC cable size from squid to radio = 10,8 AWG
- Adapter is required for 2-wire connection
- Shielded DC cable is required
- Ground cable size = 2AWG
- Dimensions (incl. handles, feet and sunshield, w/o fan unit)
- Height: 16.5" (420 mm)
- Width: 13.4" (340 mm)
- Depth: 7.7" (196 mm)
- Weight, excl. mounting hardware = 59.9 lbs (27.2 kg)

RRUS 4478 B5

- B5
- FX = 869 - 894 MHz
- RX = 824 - 849 MHz
- CPRI 2 ports x 2.5/4.9/9.8/10.1 Gbps.
- Install 2 SFPs and connect 2 fiber pairs to the RRUS 4478 during initial install.
- Only use Ericsson supplied and approved SFPs
- 2x SFP3 RDH 10247/25 for cellular A OR B block
- 2xSFP7 RDH 10265/25 for cellular A AND B block
- Exception cases:
 - 2xSFP7 RDH 10265/3 for CPRI Length 1.4 - 10km
 - 2xSFP7 RDH 10270/1 & RDH 10270/2 for CPRI Length > 10km
- 2 external alarm inputs
- Max wind load @ 50m/sec = 260N g
- Breaker size = 25A, DC Power Consumption = 655W (for dimensioning)
- 200mm horizontal separation required for side by side mounting
- 200mm separation required from antenna backplane to radio
- 400mm vertical outdoor/indoor separation required between 2 antennas
- 500mm vertical separation below antenna
- Min, Max DC cable size from squid to radio = 10,8 AWG
- Adapter is required for 2-wire connection
- Shielded DC cable is required
- Ground cable size = 2AWG
- Dimensions (incl. handles, feet and sunshield, w/o fan unit)
- Height: 16.5" (420 mm)
- Width: 13.4" (340 mm)
- Depth: 7.7" (196 mm)
- Weight, excl. mounting hardware = 59.9 lbs (27.2 kg)

RRUS 4415 B25

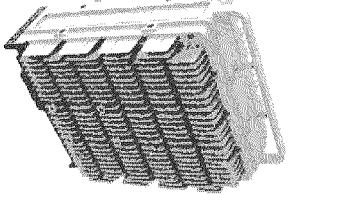
- B25
- FX = 1930 - 1995 MHz
- RX = 1850 - 1915 MHz
- CPRI 2 ports x 2.5/4.9/9.8/10.1 Gbps.
- Install 1 SFP and connect 1 fiber pair to the RRUS 4415 during initial install.
- Only use Ericsson supplied and approved SFPs RDH10265/25
- 2 external alarm inputs
- Max wind load @ 50m/sec = 260N
- Breaker size = 20A, DC Power Consumption = 670 W (for dimensioning)
- 200mm horizontal separation required for side by side mounting
- 200mm separation required from antenna backplane to radio
- 400mm vertical outdoor/indoor separation required between 2 antennas
- 500mm vertical separation below antenna
- Min, Max DC cable size from squid to radio = 10,8 AWG
- Adapter is required for 2-wire connection
- Shielded DC cable is required
- Ground cable size = 2AWG
- Dimensions (incl. handles, feet and sunshield, w/o fan unit)
- Height: 14.96" (380 mm)
- Width: 13.19" (335 mm)
- Depth: 5.39" (137 mm)
- Weight, excl. mounting hardware = 46 lbs (21 kg)

RRUS 4426 B66

- B66
- FX = 2110 - 2180 MHz
- RX = 1710 - 1780 MHz
- CPRI 2 ports x 2.5/4.9/9.8/10.1 Gbps.
- Install 2 SFPs and connect 2 fiber pairs to the RRUS 4426 during initial install.
- Only use Ericsson supplied and approved SFPs RDH10265/25
- 2 external alarm inputs
- Max wind load @ 50m/sec = 260N
- Breaker size = 25A, DC Power Consumption = 670 W (for dimensioning)
- 200mm horizontal separation required for side by side mounting
- 200mm separation required from antenna backplane to radio
- 400mm vertical outdoor/indoor separation required between 2 antennas
- 500mm vertical separation below antenna
- Min, Max DC cable size from squid to radio = 10,8 AWG
- Adapter is required for 2-wire connection
- Shielded DC cable is required
- Ground cable size = 2AWG
- Dimensions (incl. handles, feet and sunshield, w/o fan unit)
- Height: 14.96" (380 mm)
- Width: 13.19" (335 mm)
- Depth: 5.39" (137 mm)
- Weight, excl. mounting hardware = 48.4 lbs (22 kg)

RADIO 4449 DUAL BAND B5 & B12

- 4TX/4RX per Band (B5 & B12)
- 320 W of total power
- 4x40 W per band (4TxR in each band)
- Full IBW in each band
- Carrier BW = 5, 10 MHz
- LTE: Max 6 carriers per port (DL), max 6 carriers per port (UL)
- CPRI Support: -2.5 ; 4.5; 9.8; 10.1
- 48 VDC 3-wire (2-wire with adapter)
- Two DC power ports of - 20A
- ASC TMA & RET support via RS-485 or RF connectors
- Bids-T only be supported on antenna port A and C.
- Four antenna connectors: 4 x 4.3"-10 plus (f)
- 2 external alarm
- ~ 73 lb.
- ~ 33L (14.96" x 13.19" x 10.43") (Preliminary, final figures in Mar 18 pending B12 filter design)
- IP 65, -40 to +55 C



RADIO 8843 DUAL BAND B2 & B66A

- 4TX/4RX per Band (B2 & B66A)
- 320 W of total power with three configuration options
- 4x40 W per band (4TxR in each band)
- Or 2x60W for B2 and 2x60W for B66A (2TxR in each band)
- Full IBW in each band
- Carrier BW = 5, 10, 15, 20 MHz
- LTE: Max 3 carriers per port (DL), max 3 carriers per port (UL)
- CPRI Support: -2.5; 4.5; 9.8; 10.1
- 48 VDC 3-wire (2-wire with adapter)
- Two DC power ports of 20A (-485 or RF connectors)
- ASC TMA & RET supported on antenna port A and E.
- Eight antenna connectors: 8 x 4.3"-10 plus (f)
- 4 ports dedicated to B2 and 4 ports dedicated to B66A
- 2 external alarm
- ~ 75 lb.
- ~ 36L (14.96" x 13.19" x 11.1")
- IP 65, -40 to +55 C

RRUS SPECIFICATIONS



SCALE: N.T.S.

RRUS DB SPECIFICATIONS



SCALE: N.T.S.

RRUS DB SPECIFICATIONS



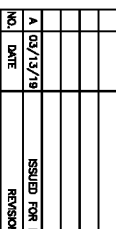
SCALE: N.T.S.



Mastec Network Solutions
1351 E. Irving Park Rd
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HIGH CROSSING
SITE NO. W/0196
SITERA NO. 64287-A
3518 CROSS HILL DRIVE
MADISON, WI 53718



NO.	DATE	ISSUED FOR REVIEW	REVISIONS	DESIGNED BY: XX	DRAWN BY: XX
A	03/19/18				

NO.	DATE	ISSUED FOR REVIEW	REVISIONS	DESIGNED BY: XX	DRAWN BY: XX
VA	EX	SP			
BY	CHK	APP'D			

DRAWING NUMBER	
RRUS SPECIFICATION	W0196-07

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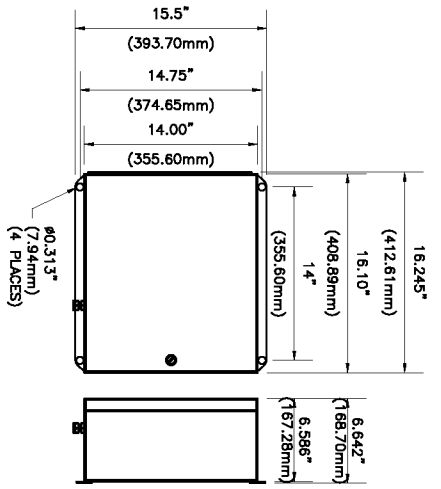
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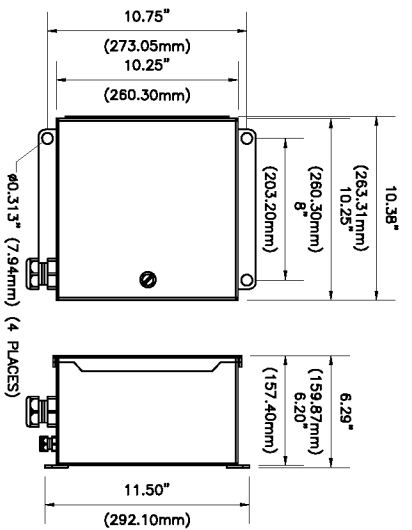
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11 x 17" B SIZE



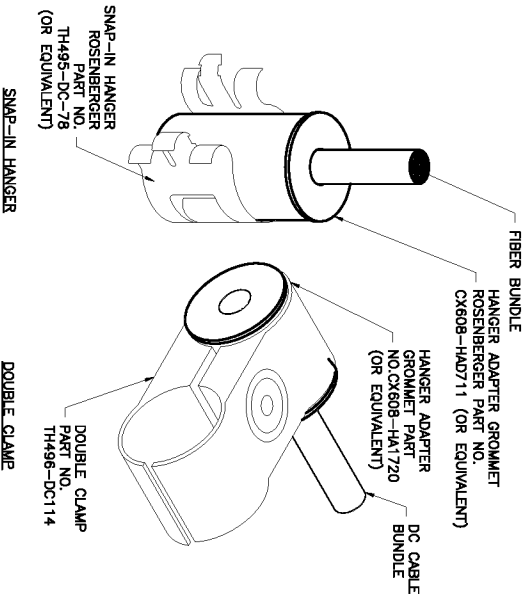
- FEATURES:**
- PROVIDES SIMPLIFIED CONNECTIVITY AND CABLE MANAGEMENT FOR DC POWER AND FIBER OPTIC CABLES, OFFERING A CENTRAL POINT OF CONNECTIVITY DESIGNED FOR ROOF-TOP INSTALLATIONS OF REMOTE RADIO HEADS (RRH) OR DISTRIBUTED NOISE SYSTEMS CONNECTS 12 PAIR OF FIBER AND 6 DC POWER
 - CIRCUITS FLEXIBLE DESIGN UTILIZES A NEMA 4 ENCLOSURE FOR INDOOR OR OUTDOOR INSTALLATION ON A ROOF OR TOWER TOP ENCLOSURE IS RATED FOR -40 C TO +80 C
 - INPUT FOR CONDUIT AND THREE 2" ONE 2X OUTPUTS FOR SECTOR DISTRIBUTION

1 FC12 CENTRAL FIBER OPTIC & DC POWER CONNECTION



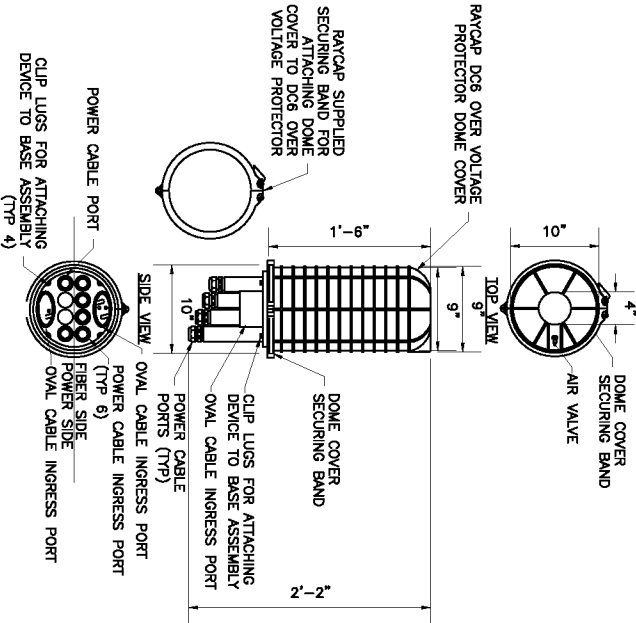
- FEATURES:**
- PROVIDES PROTECTION FOR TWO (2) 48 DC CIRCUITS
 - ROBUST DC SURGE PROTECTION OF 60 KA @ 20 MS
 - IEC 61643-1 CLASS II PROTECTION
 - NEMA 4 RATED ENCLOSURE
 - FORM & RELAY CONTACTS
 - SUPPRESSOR STATUS ALARM FEATURES

2 DC2 SECTOR FIBER & POWER DISTRIBUTION BOX



- NOTES:**
- REFER TO USA DOCUMENT FOR EXACT CABLE MODEL NUMBERS AND MANUFACTURER SPECIFICATIONS FOR PROPER GROUOMETS AND HANGERS TO SUPPORT THE FIBER AND DC CABLE BUNDLES.
 - REFER TO STRUCTURAL ANALYSIS FOR EXACT CABLE ROUTING AND MOUNTING CONFIGURATION.

3 FIBER CABLE SUPPORT
SCALE: NTS



4 RAYCAP DC6-48-60-18-8C DC POWER OVER VOLTAGE PROTECTOR (OVP)
SCALE: AS SHOWN

Mastec
Network Solutions
1351 E. Irving Park Rd
Itasca, IL 60143

Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60148
Ph. (630) 627-1800
Fax. (630) 627-1165
APEX JOB NO. GM10-063

HIGH CROSSING
SITE NO. W10196
SITERA NO. 64287A
3518 CROSS HILL DRIVE
MADISON, WI 53718



NO.	DATE	ISSUED FOR	BY	CHK	APP'D
A	10/15/18	ISSUED FOR RENEW	VA	EK	SP
		REVISIONS	DESIGNED BY: XX	DRAWN BY: XX	

AT&T MOBILITY
CONSTRUCTION DETAILS
DRAWING NUMBER
W10196-08

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2

11 x 17" B SIZE

SECTOR	ANTENNA NUMBER	POLARITY/PORT	TOP AND BOTTOM JUMPER COLOR	ANTENNA MODEL NUMBER	ANTENNA VENDOR	TMA/RRU MODEL NUMBER	AZIMUTH	MECHANICAL DOWNTILT	ELECTRICAL DOWNTILT	ANTENNA CENTERLINE FROM GROUND	ANTENNA TIP HEIGHT	COAXIAL FEEDER SIZE	FEEDER LENGTH	ANTENNA TYPE										
A	A1	AWS	CONTRACTOR TO VERIFY COLOR CODING REQUIREMENT WITH AT&T CONSTRUCTION MANAGER PRIOR TO INSTALLATION	SBA44-1D65B-DL	COMMSCOPE	(1) RRUS32 B66 (2) TMA6 (1 NOT IN USE)	0°	-	-	118'-0"	121'-0"	(2) 1-5/8" & FIBER	±200'	LTE AWS										
		UMTS 850																						
	A2	700												SBNHH-1D65C	COMMSCOPE	(1) RRUS11	0°	-	-	118'-0"	122'-0"	FIBER	±200'	LTE 700
		UMTS 1900																						
A3	WCS	SBNHH-1D65C	COMMSCOPE	(1) RRUS32 B30 (1) ION-M23 SDARS REMOTE UNIT (1) SPARS-WCS DIPLEXER C8C23SR-43 (1) RRUS12	0°	-	-	-	118'-0"	122'-0"	FIBER	±200'	LTE WCS/ Sirius XM											
	LTE 850																							
A4	FNET 700	NNH4-65B-R6	COMMSCOPE	(1) RRUS 4478 B14	0°	-	-	118'-0"	121'-0"	FIBER	±200'	FNET 700												
B	B1	AWS	CONTRACTOR TO VERIFY COLOR CODING REQUIREMENT WITH AT&T CONSTRUCTION MANAGER PRIOR TO INSTALLATION	SBA44-1D65B-DL	COMMSCOPE	(1) RRUS32 B66 (2) TMA6 (1 NOT IN USE)	120°	-	-	118'-0"	121'-0"	(2) 1-5/8" & FIBER	±200'	LTE AWS										
		UMTS 850																						
	B2	700												SBNHH-1D65C	COMMSCOPE	(1) RRUS11	120°	-	-	118'-0"	122'-0"	FIBER	±200'	LTE 700
		LTE 1900																						
B3	WCS	SBNHH-1D65C	COMMSCOPE	(1) RRUS32 B30 (1) ION-M23 SDARS REMOTE UNIT (1) SPARS-WCS DIPLEXER C8C23SR-43 (1) RRUS12	120°	-	-	-	118'-0"	122'-0"	FIBER	±200'	LTE WCS/ Sirius XM											
	LTE 850																							
B4	FNET 700	NNH4-65B-R6	COMMSCOPE	(1) RRUS 4478 B14	120°	-	-	118'-0"	121'-0"	FIBER	±200'	FNET 700												
C	C1	AWS	CONTRACTOR TO VERIFY COLOR CODING REQUIREMENT WITH AT&T CONSTRUCTION MANAGER PRIOR TO INSTALLATION	SBA44-1D65B-DL	COMMSCOPE	(1) RRUS32 B66 (2) TMA6 (1 NOT IN USE)	240°	-	-	118'-0"	121'-0"	(2) 1-5/8" & FIBER	±200'	LTE AWS										
		UMTS 850																						
	C2	700												SBNHH-1D65C	COMMSCOPE	(1) RRUS11	240°	-	-	118'-0"	122'-0"	FIBER	±200'	LTE 700
		LTE 1900																						
C3	WCS	SBNHH-1D65C	COMMSCOPE	(1) RRUS32 B30 (1) ION-M23 SDARS REMOTE UNIT (1) SPARS-WCS DIPLEXER C8C23SR-43 (1) RRUS12	240°	-	-	-	118'-0"	122'-0"	FIBER	±200'	LTE WCS/ Sirius XM											
	LTE 850																							
C4	FNET 700	NNH4-65B-R6	COMMSCOPE	(1) RRUS 4478 B14	240°	-	-	118'-0"	121'-0"	FIBER	±200'	FNET 700												

THESE ANTENNA MATRIX TABLE IS PREPARED BASED ON INFORMATION PROVIDED BY MASTEC NETWORK SOLUTIONS. GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST RECENT VERSION OF RFD5 PRIOR TO CONSTRUCTION.

1 ANTENNA MATRIX NTS



Apex Engineers, Inc.
Structural & Civil Engineers
500 East 22nd Street, Suite B
Lombard, Illinois 60148
Ph. (630) 627-1800
Fax. (630) 627-1165
APEX JOB No. GM10-063

HIGH CROSSING
SITE NO. W10196
SITERA NO. 64287A
3518 CROSS HILL DRIVE
MADISON, WI 53718



NO.	DATE	ISSUED FOR	BY	CHK
A	03/13/18	ISSUED FOR REVIEW	VA	EK
REVISIONS				
DESIGNED BY:	XX	DRAWN BY:	XX	

AT&T MOBILITY
ANTENNA MATRIX
DRAWING NUMBER
W10196-09

GENERAL NOTES

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR – GENERAL CONTRACTOR (CONSTRUCTION)
OWNER – AT&T
OEM – ORIGINAL EQUIPMENT MANUFACTURE
- PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF OWNER.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE OWNER.
- CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING.
- THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- ALL WORK SHALL BE IN COMPLIANCE WITH CURRENT VERSION OF AT&T CONSTRUCTION SPECIFICATIONS INCLUDING UPDATES. IF CONTRACTOR DOES NOT HAVE A COPY OF SPECS, NOTIFY AT&T IMMEDIATELY.

GENERAL NOTES (USE WHERE APPLICABLE)

GROUNDING NOTES

- COAX CABLE SHALL BE GROUNDED AT ANTENNA LEVEL WITHIN 5' OF ANTENNA. COAX WILL ADDITIONALLY BE GROUNDED AT THE BASE OF THE TOWER 18" BEFORE THE CABLE REACHES A HORIZONTAL PLANE. IF EQUIPMENT CABINET IS MORE THAN 15' FROM THE TOWER AN ADDITIONAL GROUND KIT WILL BE ADDED 24" BEFORE CABLE ENTERS CABINET.
- ALL COAX GROUND KITS WILL BE ANDREW "COMPACT SURE GROUND" OR APPROVED EQUAL.
- VERIFY THE GROUNDING CONTINUITY BETWEEN THE TOWER BASE AND THE NEW AT&T CABINET GROUND BAR. CONTRACTOR SHALL ENSURE THAT ALL METALLIC OBJECTS WITHIN 6' FROM CABINET HAVE GROUNDING CONTINUITY. THE CONTRACTOR SHALL CORRECT ANY DEFECTS BY ADDING GROUNDING CONDUCTOR TO ENSURE CONTINUITY.
- CONTRACTOR SHALL PERFORM A GROUND IMPEDANCE TEST PRIOR TO CONSTRUCTION TO ENSURE SITE IS LOWER THAN 5-OHM. IF SITE HAS A RESISTANCE HIGHER THAN 5 OHM REPORT TO AT&T FOR FURTHER DIRECTION.
- GROUNDING CONDUCTORS SHALL BE COPPER ONLY. EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. ALL EXTERNAL BURIED CONDUCTORS MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN INSULATED.
- CONTRACTOR TO PROVIDE GROUND WIRES, BARS AND CONNECTIONS AS SHOWN ON GROUNDING RISER DIAGRAM.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. RADIUS BENDS OF GROUNDING LEADS TO BE A MINIMUM OF 12". #6 WIRE MAY BE BENT WITH 6" RADIUS BEND WHERE FIELD CONDITIONS PROHIBIT WIDER SWEEPS.
- GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("GADWELD") TO ANTENNA MASTS, FENCE POSTS, AND GROUND RODS. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION/ MECHANICAL FITTINGS.

ELECTRICAL NOTES

- ALL ELECTRICAL WORK SHALL CONFIRM TO THE 2017 NATIONAL ELECTRIC CODE.
- ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.
- POWER WIRES AND CABLES SHALL BE COPPER WITH TYPE XHHW, THHN, OR THHN INSULATION. SOLID CONDUCTORS FOR #10 AWG AND SMALLER, STRANDED FOR LARGER THAN #10 AWG. MINIMUM SIZE #12 AWG.
- POWER WIRES OUTSIDE CABINET AND CABLES SHALL BE INSTALLED IN CODE COMPLIANT RIGID CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING.
- CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
- CONTRACTOR TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL AND COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.

COAX NOTES

- MINIMUM SEPARATION BETWEEN ANTENNAS IS 36" IF CONTRACTOR CAN NOT MAINTAIN MINIMUM DISTANCE CONTACT ENGINEER FOR SOLUTION / ALTERNATE DESIGN.
- COAX CABLE LENGTH SHOWN IS APPROXIMATE. CONTRACTOR IS REQUIRED TO MAKE ACTUAL FIELD MEASUREMENT PRIOR TO PURCHASE AND BE RESPONSIBLE FOR SAME.
- COAX CABLE SHALL BE RAISED / SUPPORTED WITH HOISTING GRIP AT APPROPRIATE POINTS PER MANUFACTURER REQUIREMENTS.
- CONTRACTOR WILL PROVIDE COAX CABLE, RF CONNECTORS AND RF GROUNDING KITS.
- CONTRACTOR SHALL SUPPORT COAX CABLE PER MANUFACTURER REQUIREMENTS. SUPPORT SHALL BE STAINLESS STEEL SWAP IN OR NON-COMPRESSING BUTTERFLY CLAMP. NO NYLON OR PLASTIC "ZIP-TIES" WILL BE ALLOWED. COAX MAY BE UNSUPPORTED INSIDE MONOPOLE INSTALLATIONS.
- NO COAX SHALL BE OUTSIDE THE POLE MORE THAN 20'-0" (UNLESS OTHERWISE DIRECTED). TO GET FROM AN EXISTING PORTHOLE TO ANTENNA HEIGHT IF DISTANCE IS GREATER THAN 20'-0" A NEW 6"x9" PORTHOLE SHALL BE INSTALLED. PORTHOLE SHALL BE INSTALLED PER TOWER MANUFACTURER REQUIREMENTS. NO HOLES WILL BE CUT WITH A TORCH. ALL HOLES WILL BE CUT WITH DIAMOND WHEEL. NO NEW PORTHOLES SHALL BE INSTALLED UNLESS PRIOR WRITTEN APPROVAL IS GIVEN BY AT&T.

Mastec
Network Solutions
1351 E. Irving Park Rd
Itasca, IL 60143



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HIGH CROSSING
SITE NO. W10196
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3518 CROSS HILL DRIVE
MADISON, WI 53718



AT&T

NO.	DATE	ISSUED FOR	BY	CHK	APP'D
A	03/13/18	ISSUED FOR RENEW	VA	EX	SP
SCALE AS SHOWN		DESIGNED BY: XX	BY	CHK	APP'D
		DESIGNED BY: XX	BY	CHK	APP'D

AT&T MOBILITY

GENERAL NOTES

DRAWING NUMBER
W10196-10

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11 x 17" SITE

EXHIBIT D

License Fee Schedule

	License Year	License Period	Base Antenna Fee*	Additional Equipment Occupancy Area (cu. ft.)**	Additional Fee (per cu. ft.)***	Total Additional Fee	TOTAL LICENSE FEE
Initial Term	1	12/05/2021 - 12/04/2022	\$30,000.00	182.00	\$25.00	\$4,550.00	\$34,550.00
	2	12/05/2022 - 12/04/2023	\$30,900.00	182.00	\$25.75	\$4,686.50	\$35,586.50
	3	12/05/2023 - 12/04/2024	\$31,827.00	182.00	\$26.52	\$4,827.10	\$36,654.10
	4	12/05/2024 - 12/04/2025	\$32,781.81	182.00	\$27.32	\$4,971.91	\$37,753.72
	5	12/05/2025 - 12/04/2026	\$33,765.26	182.00	\$28.14	\$5,121.07	\$38,886.33
	6	12/05/2026 - 12/04/2027	\$34,778.22	182.00	\$28.98	\$5,274.70	\$40,052.92
	7	12/05/2027 - 12/04/2028	\$35,821.57	182.00	\$29.85	\$5,432.94	\$41,254.51
	8	12/05/2028 - 12/04/2029	\$36,896.22	182.00	\$30.75	\$5,595.93	\$42,492.14
	9	12/05/2029 - 12/04/2030	\$38,003.10	182.00	\$31.67	\$5,763.80	\$43,766.91
	10	12/05/2030 - 12/04/2031	\$39,143.20	182.00	\$32.62	\$5,936.72	\$45,079.91
First Renewal Term	11	12/05/2031 - 12/04/2032	\$40,317.49	182.00	\$33.60	\$6,114.82	\$46,432.31
	12	12/05/2032 - 12/04/2033	\$41,527.02	182.00	\$34.61	\$6,298.26	\$47,825.28
	13	12/05/2033 - 12/04/2034	\$42,772.83	182.00	\$35.64	\$6,487.21	\$49,260.04
	14	12/05/2034 - 12/04/2035	\$44,056.01	182.00	\$36.71	\$6,681.83	\$50,737.84
	15	12/05/2035 - 12/04/2036	\$45,377.69	182.00	\$37.81	\$6,882.28	\$52,259.97
Second Renewal Term	16	12/05/2036 - 12/04/2037	\$46,739.02	182.00	\$38.95	\$7,088.75	\$53,827.77
	17	12/05/2037 - 12/04/2038	\$48,141.19	182.00	\$40.12	\$7,301.41	\$55,442.61
	18	12/05/2038 - 12/04/2039	\$49,585.43	182.00	\$41.32	\$7,520.46	\$57,105.89
	19	12/05/2039 - 12/04/2040	\$51,072.99	182.00	\$42.56	\$7,746.07	\$58,819.06
	20	12/05/2040 - 12/04/2041	\$52,605.18	182.00	\$43.84	\$7,978.45	\$60,583.63

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

** **License Fee based on total Equipment Occupancy Area of 282 cubic feet of air space.**

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

EXHIBIT E

(page 1 of 2)

EQUIPMENT MODIFICATION REQUEST FORM

A. GENERAL INFORMATION

1. Date of Request: _____
2. Address: 3518 Cross Hill Drive, Madison, WI 53718
3. City Real Estate Project No.: 7136
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

000715

LICENSE

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

This License is entered into this 13th day of May, 2004, by and between the City of Madison, a Wisconsin municipal corporation, located in Dane County, Wisconsin ("City"), and Sprint Spectrum L.P., a Delaware limited partnership ("Licensee").

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO: City of Madison
CEDU - Real Estate Section
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: 251-0608-014-0501-5

1. **Premises.** The City hereby grants to the Licensee the right to place telecommunications equipment on the City-owned water tower ("Tower") located at 2829 Prairie Road, Madison, Wisconsin, and to erect communications equipment cabinets 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 five (5) years, subject to early revocation or termination pursuant to the terms of this License. This License shall commence as of June 1, 2004 (the "Effective Date") and expire on May 31, 2009.
3. **Renewal.** This License may be renewed for three (3) subsequent five (5) year terms upon agreement of the parties. If the Licensee desires to renew this License, the Licensee must give notice in writing to the City a minimum of one hundred eighty (180) days prior to the expiration of the initial term or any renewal term, by the mailing of a notice by certified mail, return receipt requested, or by personal delivery to the City's Community and Economic Development Unit at the address specified in Paragraph 25. 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.
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.
5. **Use.** The Licensee's use of the Premises shall be limited to the placement, construction, operation, maintenance, repair, replacement and removal of six (6) antennas and ancillary telecommunications equipment (collectively, "Equipment") on the Tower and a maximum of three (3) communications equipment cabinets together with a smaller post-mounted power protection cabinet ("Cabinets") on the Land, together with wiring and conduit as necessary to connect the Equipment on the Tower and the Cabinets and to provide necessary utility service thereto. The Equipment and Cabinets are more fully described on Exhibit C which is attached hereto and incorporated herein by reference. The Licensee shall have the right to place an additional three (3) antennas on the Tower at any time during the term of this License, subject to the provisions of Paragraph 8. 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 shall be deemed to take possession of the Premises on the date that the Licensee begins installation of the Equipment. 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.

000716

7. **Administrative Fee.** The Licensee shall pay to the City a one-time administrative fee of Two Thousand and no/100 Dollars (\$2,000.00), the receipt of which is hereby acknowledged by the City, as payment of the City's costs of negotiating and processing this License.
8. **License Fee.** The Licensee shall pay to the City an annual fee ("Licensee Fee") of Twenty-two Thousand and no/100 Dollars (\$22,000.00) 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 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, and sent or personally delivered to the City's Community and Economic Development Unit at the address specified in Paragraph 25. In the event the Licensee, in accordance with Paragraph 5, places three (3) additional antennas on the Tower, the annual License Fee payable thereafter shall increase by an amount equal to Two Thousand Five Hundred Dollars (\$2,500), (indexed at a rate of four percent (4%) annually, calculated retroactively for each full year since the Effective Date). Such additional License Fee shall become payable effective upon the installation of the additional antennas and shall be prorated for any partial year.
9. **Interference.**
- a. The Licensee's installation, operation, and maintenance of the Equipment and Cabinets shall not damage or interfere in any way the City's Tower operations or related repair and maintenance activities or with such activities of other licensees. The Licensee agrees to cease all such actions which materially interfere with the City's use of the Tower immediately upon actual notice of such interference, provided however, in such case, the Licensee shall have the right to terminate the License, without further obligation (except any obligations that by their nature or their language survive termination). 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 thirty (30) days written notice in advance of any scheduled repair, maintenance, alteration or improvement of the Premises. The Licensee agrees to reimburse the City for any additional repair, maintenance, alteration or improvement costs which the City incurs as a result of the Licensee's Equipment being located on the Tower. The City shall attempt to minimize, at no additional expense to the City, any disturbance to the Licensee's operations during such repairs, maintenance, alterations or improvements. Should the City's activities interfere with the Licensee's operation, the City shall, if feasible, allow the Licensee to install temporary facilities, at its sole cost, on the Property prior to the commencement of the City's work and until such activities are completed.
- b. Before approving the placement of the Equipment, the Licensee shall provide to the City, at the Licensee's expense, an interference study indicating whether the Licensee's intended use will interfere with any existing communications facilities on the Tower and an engineering study indicating whether the Tower is able to structurally support 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 (a "Subsequent User") 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:
- i. If the City receives any such request, the City shall submit a proposal complete with all technical specifications reasonably requested by the Licensee to the Licensee for review for noninterference; however, the City shall not be required to provide the Licensee with any specifications or information claimed to be of a proprietary nature by the Subsequent User. The Subsequent User shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility.

- ii The Licensee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by the Licensee to the installation of antennas or transmission facilities pursuant to said proposal. If the Licensee gives notice of objection due to interference during such thirty (30) day period and the Licensee's objections are verified by the City through a qualified independent third party radio frequency engineer (the "Engineer") to be valid, then the City shall not proceed with such proposal unless the Subsequent User modifies the proposal in a manner determined, in the City's reasonable judgment after consultation with the Engineer, to adequately reduce the interference. In that case, the City may proceed with the proposal. Any fees payable to the Engineer shall be paid by the Subsequent User.
- 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 all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated within five (5) days after the Licensee has actual notice of this interference, the Licensee shall immediately cease operating its Equipment until the interference has been eliminated (except for periodic testing pursuant to FCC regulations and generally accepted industry standards). If the interference cannot be eliminated within thirty (30) days, the Licensee shall have the right to terminate this License. If the interference cannot be eliminated within one hundred twenty (120) days, the City may revoke this License. In the event of termination or revocation of the License under this Paragraph, any License Fee that has been prepaid for the period following the termination or revocation shall be prorated on a per diem basis and refunded to the Licensee.
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 (the "RF Standards"). Before installing 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 posting notices and shielding the Equipment from workers at the Tower as required by FCC, OSHA or other applicable governmental regulation. The Licensee shall power 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. No exterior storage of materials, 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.
- b. The Licensee shall be responsible for maintaining the Equipment and the Cabinets.
- c. The City shall not be liable for any damage to the Equipment or the Cabinets occasioned by water, snow, or ice.
- d. The Licensee shall have non-exclusive, unlimited access, 24 hours a day, 7 days a week, 365 days a year, to the Land. Access to the Tower shall be provided to the Licensee at all times upon notice to the City. The Licensee shall arrange for access to the Tower by contacting the City's Water Works Operator at (608) 266-4665.
- e. Any material 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 and Cabinets. Notwithstanding any provision of this Subparagraph to the contrary, without obtaining the City's prior consent, the Licensee shall have the right to: (i) make additions, alterations or improvements to the Licensee's equipment, excluding its antenna equipment on the Premises; and (ii) replace any or all of its Equipment installed on or about the Tower with replacement equipment of the same kind, which is reinstalled in the same place and position and is of the same size and weight as the replaced Equipment.
- f. The Equipment and Cabinets shall remain the exclusive property of the Licensee.
- g. The Licensee shall in no way encumber, or allow to be encumbered, the City's title to the Premises.
- h. Within thirty (30) days following the installation of the Equipment and Cabinets, the Licensee shall provide the City with an as-built survey showing the actual location of the Equipment and Cabinets installed on the Land and Tower. Said survey shall be accompanied by a complete and detailed inventory of all Equipment installed on the Land and Tower.
- i. 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 the Tower is materially damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the City shall have the option to repair or replace the Tower at its sole expense or to revoke the License effective on the date of such damage or destruction. In the event the City revokes the License, the Licensee may install, at its sole expense,

temporary facilities to allow the continuation of its telecommunications operations for a period not to exceed one (1) year, unless otherwise agreed to by the City and the Licensee. If the City elects to repair or replace the Tower, the annual License Fee shall be abated until such repair or replacement is completed and any prepaid License Fee for such abatement period shall be a credit against the License Fee for the following year. During the abatement period the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunication operations. Said temporary facilities shall not interfere with the City's repair or replacement activities. If the City undertakes such repair or replacement but cannot complete the same within a reasonable period of time, which shall not be less than sixty (60) days and not greater than two hundred seventy (270) days, after the damage or destruction occurred, the Licensee may terminate the License upon written notice to the City, effective as of the date that the damage or destruction occurred. In such event, the Licensee shall have no further obligations under this License (except any obligations that by their nature or by their language survive termination). In the event of revocation or termination of the License under this Paragraph, any License Fee that has been prepaid for the period following the revocation or termination shall be prorated on a per diem basis and refunded to the Licensee. The restoration of City services shall be given the highest priority in the event that any of the City's services and the Licensee's telecommunication services are interrupted at the same time, unless otherwise agreed to by the City and the Licensee at the time of restoration.

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 prorata square foot basis as the area of the Premises bears in relation to the Property with respect to the Land and for all taxes imposed on the full value of the Licensee's improvements, if any, constructed on the Land.
- b. 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 and Cabinets.

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 and Insurance. The Licensee shall be liable to and hereby 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 officials, officers, 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 officials, officers, agents, employees, assigns, guests, invitees, sublessees 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, and employees. Additionally, the Licensee shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the City's Risk Manager: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name the City as an additional insured. As evidence of this coverage, the Licensee shall furnish to the City a certificate of insurance on a form provided by the City.

17. Assignment and Subletting. The Licensee shall not assign this License nor sublet the Premises, or any portion thereof, 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 without the City's consent 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.

18. 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 Paragraph 8 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 a 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 estate herein by other operation of law, except as permitted in Paragraph 17.
 - 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 ceases 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.
 - (2) In the event that the Licensee shall fail to maintain insurance as required by this License, the City may elect to: (a) immediately revoke this License and cause the removal of all Equipment installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this License and charge the Licensee the cost of same as an additional fee. In the event of revocation under this Subparagraph, any License Fee that has been prepaid shall be retained by the City.
 - (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 18.a.(1) and 18.a.(2). Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Licensee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Licensee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of revocation under this Subparagraph, any prepaid License Fee shall be prorated on a per diem basis and refunded to the Licensee.
 - (4) Effective at any time following the expiration of the first renewal term, by giving the Licensee a minimum of one (1) year's prior written notice of revocation in the event the Premises, in the sole discretion of the governing body of the City, are desired for any public purpose or use, which use shall exclude the Licensee's permitted use under this License and any similar private use by any additional telecommunications provider. Any License Fee that has been prepaid for the period following the date the Equipment is relocated shall be prorated on a per diem basis and refunded to the Licensee. In the event of revocation under this Subparagraph, the City shall use its best efforts to provide the Licensee with a satisfactory alternate location on City-owned property which would allow for comparable telecommunications coverage.

Failure of the City to declare this License revoked upon the breach or default of the Licensee for any reason set forth in Subparagraphs 18.a.(1), 18.a.(2) or 18.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.

- b. The Licensee shall have the right to terminate this License:
- i at any time during the first thirty (30) days of the initial term of this License in the event the Licensee is denied a building permit by the City of Madison for the installation of its Equipment at the Premises. In the event of termination under this Subparagraph, any prepaid License Fee shall be prorated on a per diem basis and refunded to the Licensee.
 - ii at any time during the initial term of this License or any renewal terms by giving the City a minimum of one (1) year's written notice of termination. In the event of termination under this Subparagraph, the date of termination must coincide with the anniversary of the Effective Date.
 - iii in accordance with Paragraph 9(d), 13, 23 or any other provision that allows the Licensee a right to terminate.
19. **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 22.
20. **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 federal government and any other governmental authority having jurisdiction over the Premises. The Licensee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Licensee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
21. **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. The City represents and warrants that it has no knowledge of any hazardous substance existing on the Property in violation of any federal, State or local law, regulation or rule.
22. **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, except any loss incurred under Paragraph 13. Removal of Equipment and repair of the Land and Tower shall be accomplished within sixty (60) days of expiration, revocation or termination of this License, except as may be adjusted by the City to allow for winter conditions. The expiration or termination of this License shall not become effective until

removal and repair have been accomplished to the satisfaction of the City, however, during such removal and repair period the Licensee's right to use the Premises shall be limited to removal and repair activities. In the event the Licensee fails to accomplish said removal and repair, the City may cause the removal and repair to be accomplished at the Licensee's expense and with no liability or cost to the City. The City may waive or alter this removal and repair requirement if, at its sole discretion, it so chooses. Any such waiver or alteration shall not reduce the time allowed for the removal or repair activities or place conditions on the Licensee which are greater than those provided in this Paragraph. To ensure compliance under this Paragraph, the Licensee shall keep in effect throughout the term of this License a surety bond in the amount of \$5,000 with performance payment and maintenance clauses payable to the City.

23. 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.

24. Right of Entry. The City or its representatives shall have the right to enter upon the Premises (but shall not have access to the Cabinets or the Equipment without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the City) at any reasonable time for the following purposes:

- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this License or in the exercise of its police powers.
- b. For the purpose of performing work related to any public improvement, provided that the City restore the Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Licensee agrees to hold the City harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement, provided that the City shall use its best efforts to allow continued access or to impair access for only the shortest possible period of time as the circumstances may reasonably allow.

25. Notices. All notices to be given under the terms of this License shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For the City: Community and Economic Development Unit
Real Estate Section
Madison Municipal Building
215 Martin Luther King, Jr. Boulevard
P.O. Box 2983
Madison, WI 53701-2983

For the Licensee: Sprint PCS
 Attn: National Lease Management Group
 6391 Sprint Parkway
 Mailstop KSOPHT0101-Z2650
 Overland Park, KS 66251-2650
 RE: Site #ML60XC628A

With a courtesy copy to: Sprint Law Department
 (which shall not constitute notice) Attn: Sprint PCS Real Estate Attorney
 6391 Sprint Parkway
 Mailstop KSOPHT0101-Z2020
 Overland Park, KS 66251-2020
 RE: Site #ML60XC628A

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.


26. **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.
27. **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.
28. **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.
29. **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, 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 or national origin.
30. **Accessibility.** The Premises shall conform where applicable to Chapter Section COMM 61.05 of the Wisconsin Administrative Code, Madison General Ordinance 3.72, 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.
31. **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.
32. **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

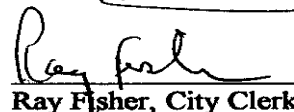
effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or the Licensee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

33. **Authorized Agent.** The City's Director of Community and Economic Development 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.
34. **Entire Agreement.** The entire agreement of the parties is contained herein and this License supersedes any and all oral contracts and negotiations between the parties.
35. **Conflict of Interest.**
- a. The Licensee warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this License.
 - b. The Licensee shall not employ or contract with any person currently employed by the City for any services included under the provisions of this License.
36. **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.
37. **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.
38. **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.
39. **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.
40. **Public Record.** This License will be recorded, at the Licensee's expense, at the office of the Dane County Register of Deeds after it is executed by the parties.

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

CITY OF MADISON

By: 
David J. Gieslewicz

By: 
Ray Fisher, City Clerk

State of Wisconsin)
)ss.
County of Dane)

000725

Personally came before me this 13th day of May, 2004, the above named David J. Cieslewicz, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

Heidi J. Green
Notary Public, State of Wisconsin
My Commission: expires 11/18/07

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 10 day of May, 2004, the above named Ray Fisher, City Clerk of the City of Madison, acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

J. Schmidt
Notary Public, State of Wisconsin
My Commission: expires 8/5/07

Approved:

DR
Dean Brassler, City Comptroller

5/13/04
Date

K. Houlihan
Kevin Houlihan, Risk Manager

5/13/04
Date

Approved as to form:

James M. Voss
James M. Voss, Acting City Attorney

Execution of this License is authorized by Resolution No. 61456 ID No. 35747, adopted by the Common Council of the City of Madison on May 4, 2004.

SPRINT SPECTRUM L.P.

By: Brian C. Kooyman
Brian C. Kooyman
Manager, Outsourcing

State of Kansas)
)ss.
County of Johnson)

Personally came before me this 30 day of March, 2004, Brian C. Kooyman, Manager, Outsourcing, of the above named Sprint Spectrum L.P., a Delaware limited partnership, known to be the person who executed the above foregoing instrument and general partner of said limited partnership, and acknowledged that he executed the foregoing instrument as such general partner as the deed of said limited partnership by its authority.

NOTARY PUBLIC
STATE OF KANSAS
LISA K. KNAPP
My Appt. Exp. 12/16/2007

Lisa K. Knapp
Notary Public, State of Kansas
My Commission: _____

EXHIBIT A





000726

The Property:

Lot 1078, Hill View Addition to Meadowood, City of Madison, Dane County, Wisconsin.



000727

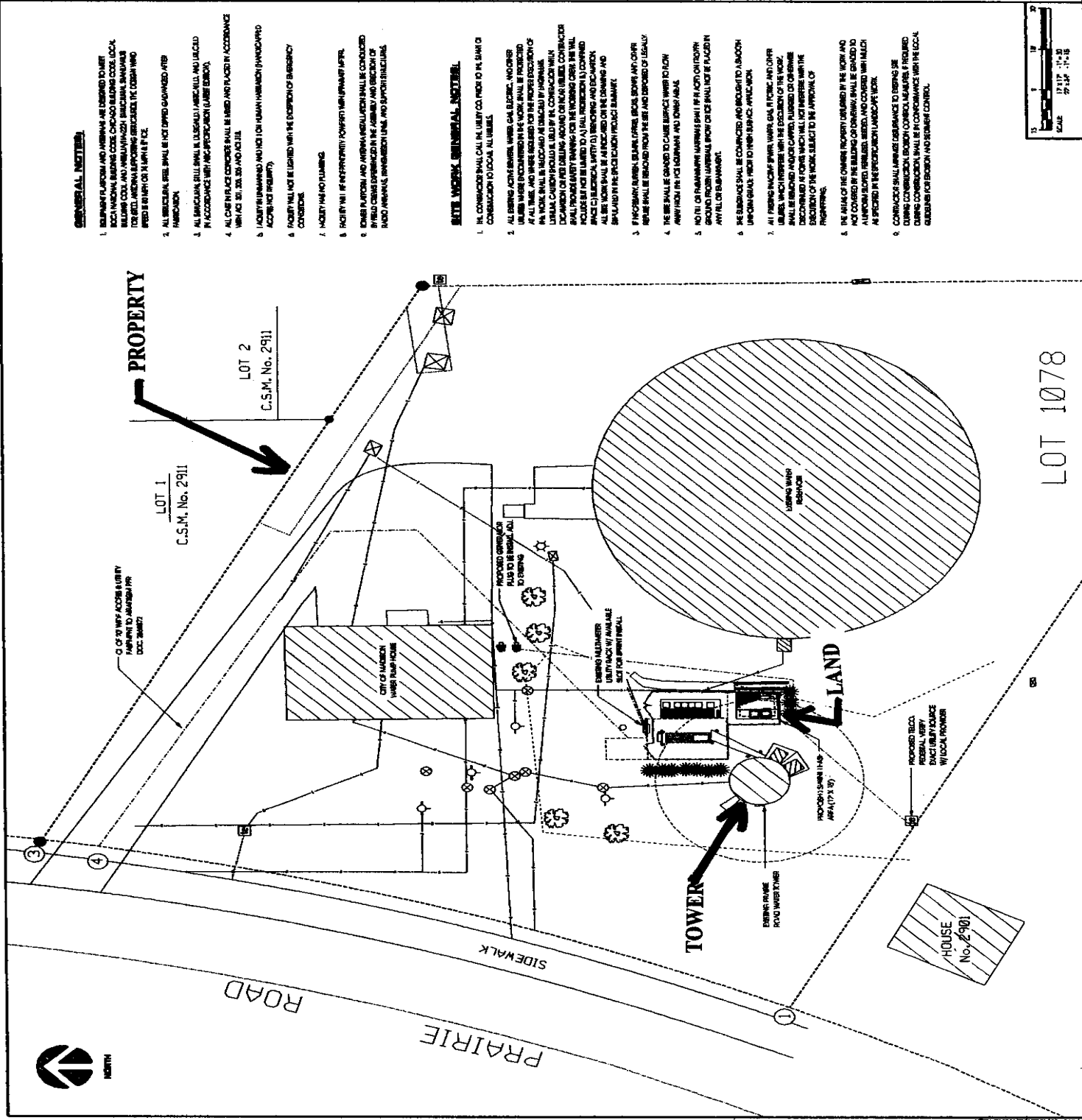
 Sprint <small>4800 SPRINT PARKWAY OVERLAND PARK, KANSAS 66205</small>	 MLOC <small>400 ROCKWELL RD. SUITE 200 GLYNN, GA 30427 TELEPHONE (404) 704-9877 FAX (404) 704-9833</small>	 Edge <small>Computing 401 W. 10th Street P.O. Box 11,5078 Wichita, KS 67208 913.778.1778 ext. www.edgecomputing.com</small>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>PROJECT NO:</td><td>1533</td></tr> <tr><td>DRAWN BY:</td><td>ICB</td></tr> <tr><td>CHECKED BY:</td><td>DCL</td></tr> <tr><td>PLOT DATE:</td><td>4/23/2004</td></tr> </table>	PROJECT NO:	1533	DRAWN BY:	ICB	CHECKED BY:	DCL	PLOT DATE:	4/23/2004	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>NO.</td><td>REV.</td><td>DESCRIPTION</td></tr> <tr><td>1</td><td>1</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>2</td><td>1</td><td>ISSUED FOR PERMITS</td></tr> <tr><td>3</td><td>1</td><td>ISSUED FOR PERMITS</td></tr> <tr><td>4</td><td>1</td><td>ISSUED FOR PERMITS</td></tr> </table>	NO.	REV.	DESCRIPTION	1	1	ISSUED FOR CONSTRUCTION	2	1	ISSUED FOR PERMITS	3	1	ISSUED FOR PERMITS	4	1	ISSUED FOR PERMITS	PRAIRIE WT (MILKCRESS) WATER TOWER CO-LOCATION 2621 PRAIRIE ROAD WICHITA, KS 67201		SHEET TITLE SITE PLAN	SHEET NUMBER C-1
PROJECT NO:	1533																														
DRAWN BY:	ICB																														
CHECKED BY:	DCL																														
PLOT DATE:	4/23/2004																														
NO.	REV.	DESCRIPTION																													
1	1	ISSUED FOR CONSTRUCTION																													
2	1	ISSUED FOR PERMITS																													
3	1	ISSUED FOR PERMITS																													
4	1	ISSUED FOR PERMITS																													

GENERAL NOTES:

1. ALL STRUCTURES AND UTILITIES ARE DESIGNED TO MEET LOCAL NATIONAL BUILDING CODES, CHICAGO BUILDING CODE, LOCAL BUILDING CODE, AND NATIONAL ELECTRICAL, MECHANICAL, PLUMBING, AND MECHANICAL CODES. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WICHITA SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF UTILITIES.
2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WICHITA SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF UTILITIES.
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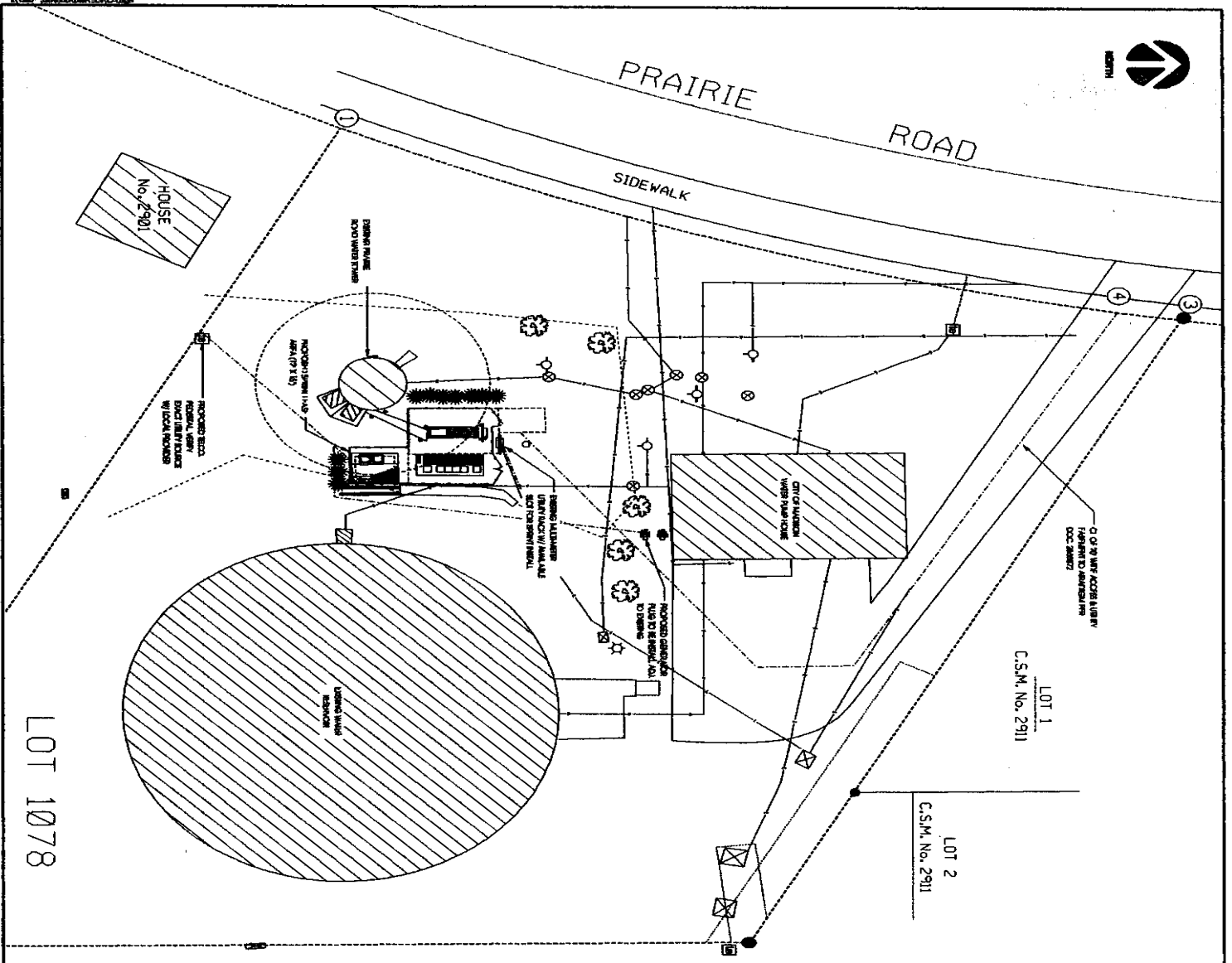
SITE WORK - GENERAL MATERIAL:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF WICHITA SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF UTILITIES.
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Signed by grantor(s) or grantor's(s) agent: Heidi J. Fisher Date: 5/15/04 (USE BLACK INK ONLY)
 Name of grantor(s) or grantor's(s) agent printed: Heidi J. Fisher (USE BLACK INK ONLY)



LOT 1078

LOT 1
C.S.M. No. 2911

LOT 2
C.S.M. No. 2911

GENERAL NOTES:

1. EXISTING FOUNDATION AND STRUCTURE ARE TO REMAIN UNLESS INDICATED OTHERWISE. CONCRETE FOUNDATION COULD BE REINFORCED WITH STEEL REBAR AND CONCRETE SHALL BE CAST IN PLACE.
2. ALL STRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS IN THE CONTRACT DOCUMENTS.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS IN THE CONTRACT DOCUMENTS.
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SITE WORK GENERAL NOTES:

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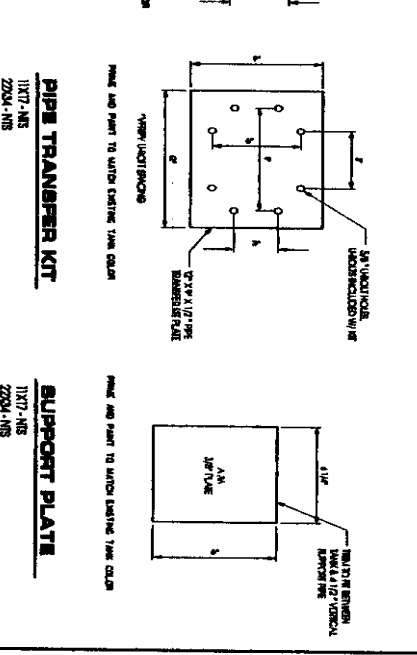
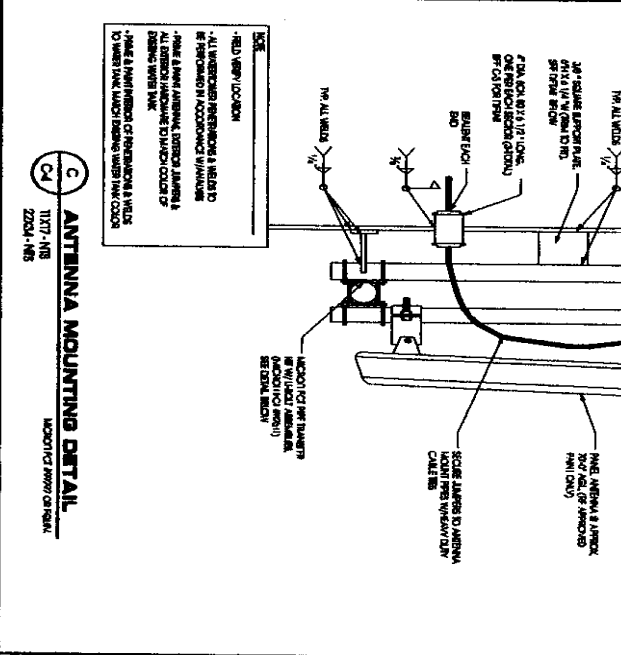
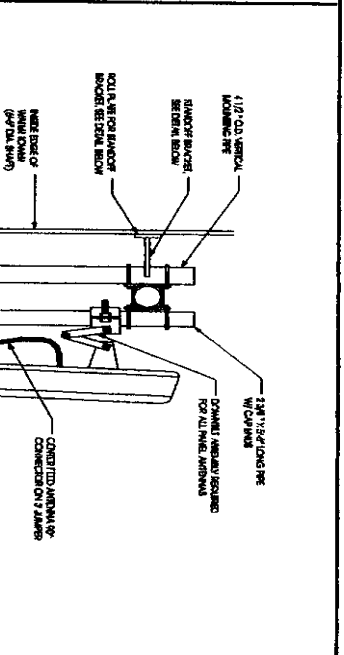
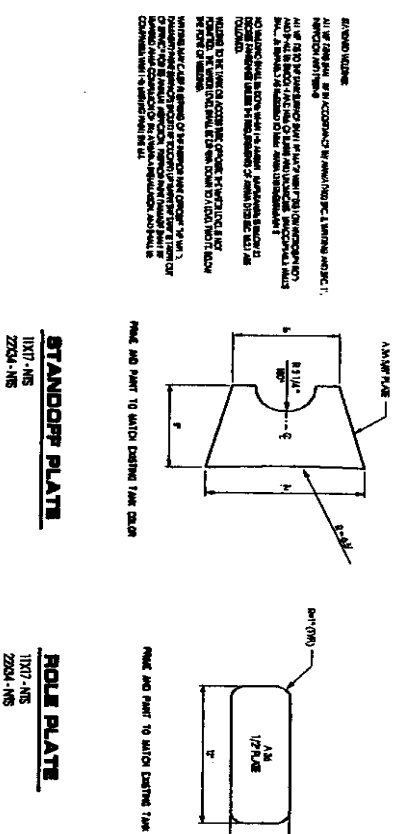
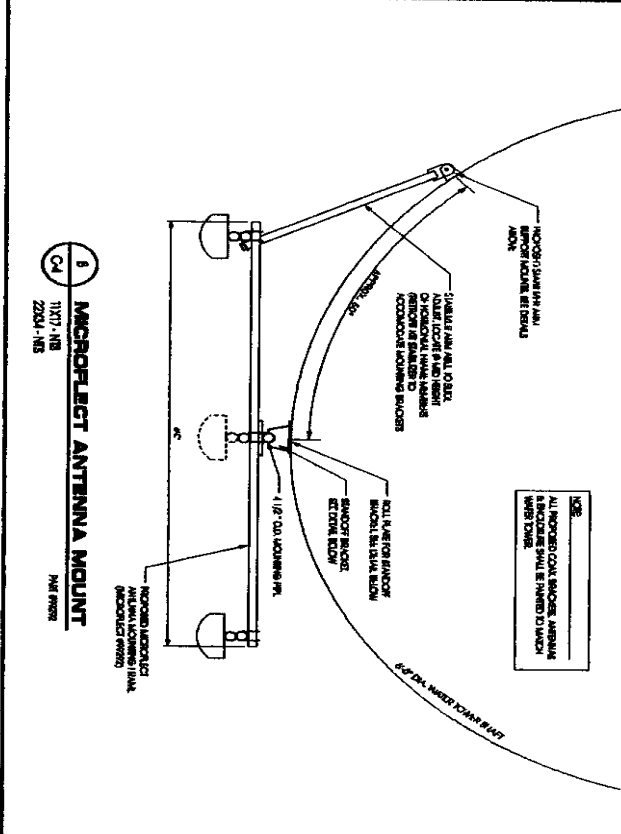
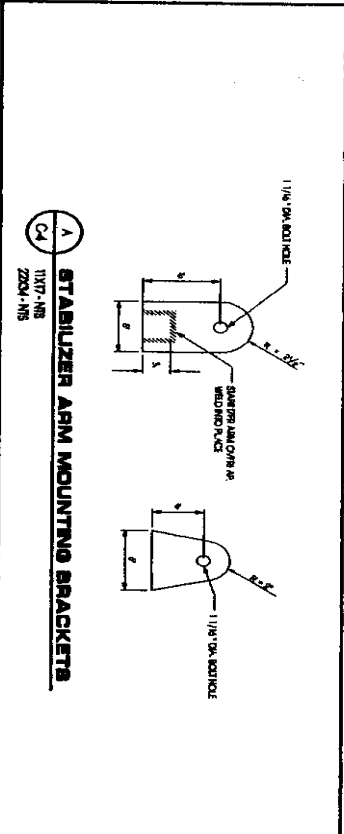


	<p>PRAIRIE VILLAGE WATER TOWER CO-LOCATION 2825 PRAIRIE ROAD LAWSON, WI 53111</p>	<table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td>1</td><td>1/15/14</td><td>ISSUED FOR PERMITS</td></tr> <tr><td>2</td><td>1/15/14</td><td>ISSUED FOR PERMITS</td></tr> <tr><td>3</td><td>1/15/14</td><td>ISSUED FOR PERMITS</td></tr> <tr><td>4</td><td>1/15/14</td><td>ISSUED FOR PERMITS</td></tr> </table>	NO.	DATE	DESCRIPTION	1	1/15/14	ISSUED FOR PERMITS	2	1/15/14	ISSUED FOR PERMITS	3	1/15/14	ISSUED FOR PERMITS	4	1/15/14	ISSUED FOR PERMITS	<table border="1"> <tr><td>PROJECT NO.</td><td>1335</td></tr> <tr><td>DRAWN BY:</td><td>KCS</td></tr> <tr><td>CHECKED BY:</td><td>DCJ</td></tr> <tr><td>PLOT DATE:</td><td>4/23/2014</td></tr> </table>	PROJECT NO.	1335	DRAWN BY:	KCS	CHECKED BY:	DCJ	PLOT DATE:	4/23/2014	<p>Edge Consulting Engineers 524 Wisconsin P.O. Box 100 60044 USA 60804 USA 60804 USA www.edgeinc.com</p>	<p>Sprint 4800 SPRING HARBOR OVERLAND PARK, KANSAS 66205</p> <p>WLOC 800 800-8811 BLDG. A 3RD FLS 4501 BLVD. E. 20137 TULSA, OKLA. 74107 PH: (918) 750-0001 FAX: (918) 750-0011</p>
NO.	DATE	DESCRIPTION																										
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PLOT DATE:	4/23/2014																											

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Signed by grantor(s) or grantor's(s) agent: Heidi J Fisher Date: 5/15/14 (USE BLACK INK ONLY)

Name of grantor(s) or grantor's(s) agent printed: HEIDI J FISHER (USE BLACK INK ONLY)



<p>4500 SPINNET PARKWAY OVERLAND PARK, KANSAS 66151</p>	<p>800 OCCASION RD. ALCO A, RTE 218 GLEN BLINN 1, 60137 TELEPHONE (408) 700-8010 FAX (920) 700-8010</p>	<p>Edge Consulting Engineers 324 North Street P.O. Box 100 60444 Lenoir, NC 813.778.1718 fax www.edgeconsult.com</p>	<p>PROJECT NO. 135 DRAWN BY: ACS CHECKED BY: DCJ PLG DATE: 4/23/2004</p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>1/10/04</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>2</td> <td>1/20/04</td> <td>REVISIONS</td> </tr> <tr> <td>3</td> <td>4/14/04</td> <td>ISSUED FOR CONSTRUCTION</td> </tr> <tr> <td>4</td> <td>4/23/04</td> <td>REVISED PER COMMENTS</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	1/10/04	ISSUED FOR PERMITS	2	1/20/04	REVISIONS	3	4/14/04	ISSUED FOR CONSTRUCTION	4	4/23/04	REVISED PER COMMENTS	<p>PREPARED BY: [UNDESIGNATED] WATER TOWER CO-LOCATION 2225 PRAIRIE ROAD MADISON, WI 53711</p>	<p>SHEET TITLE ANTENNA MOUNT DETAILS SHEET NUMBER C-4</p>
NO.	DATE	DESCRIPTION																			
1	1/10/04	ISSUED FOR PERMITS																			
2	1/20/04	REVISIONS																			
3	4/14/04	ISSUED FOR CONSTRUCTION																			
4	4/23/04	REVISED PER COMMENTS																			

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Signed by grantor(s) or grantor's(s) agent: Heidi J. Fickner Date: 5/5/04 (USE BLACK INK ONLY)
 Name of grantor(s) or grantor's(s) agent printed: HEIDI J. FICKNER (USE BLACK INK ONLY)

PROJECT NOTES

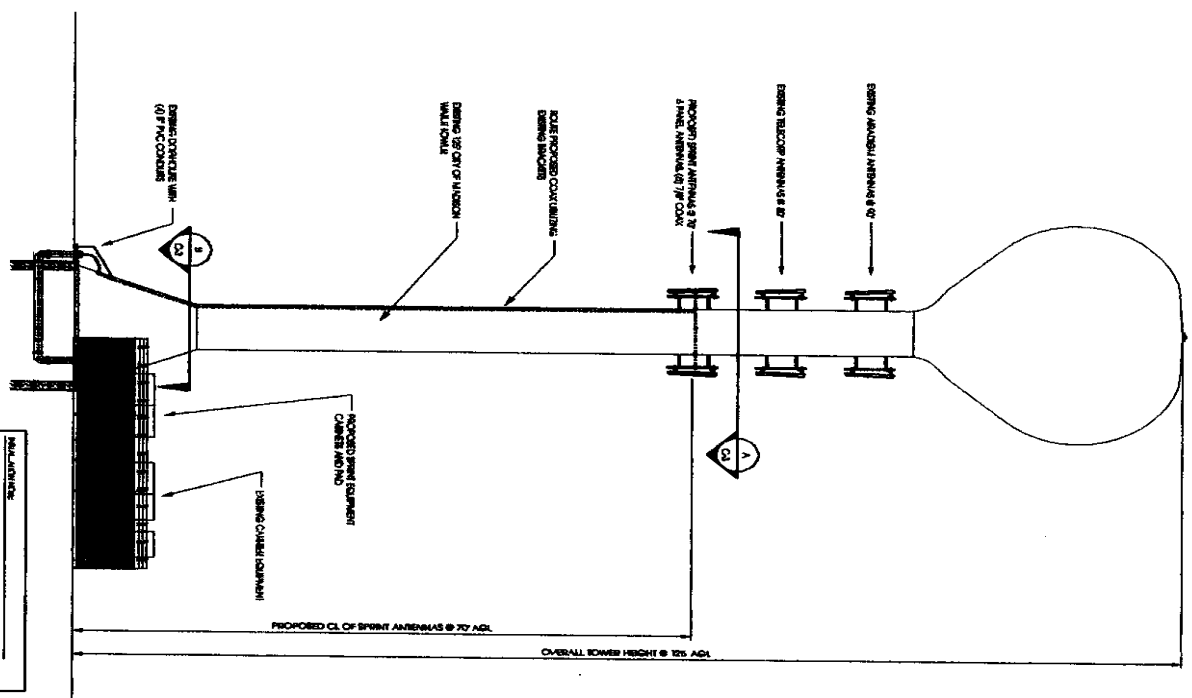
1. THE GENERAL CONTRACTOR AND/OR SUB CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND APPROVALS WHICH MAY BE REQUIRED FOR THE WORK OF THE PROJECT/OWNER. THE PERMITS SHALL BE OBTAINED FROM THE LOCAL GOVERNMENT AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES.
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GENERAL NOTES

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GENERAL PAINTING NOTES

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TOWER PROFILE (EAST ELEVATION)
 11/07/11
 2204-1-0-5

4800 SPIRIT PARKWAY
 OVERLAND PARK, KANSAS 66204

4800 ROCKEFELLER RD.
 SUITE 100
 OVERLAND PARK, KS 66204
 TEL: (913) 241-1000
 FAX: (913) 241-1001

Edge Engineering
 601 West Street
 Overland Park, KS 66204
 TEL: (913) 241-1000
 FAX: (913) 241-1001

PROJECT NO: 1111
 DRAWN BY: MCB
 CHECKED BY: DCL
 DATE: 11/07/11

NO	DATE	DESCRIPTION
1	11/07/11	ISSUE FOR PERMITTING
2	11/07/11	ISSUE FOR PERMITTING
3	11/07/11	ISSUE FOR PERMITTING
4	11/07/11	ISSUE FOR PERMITTING

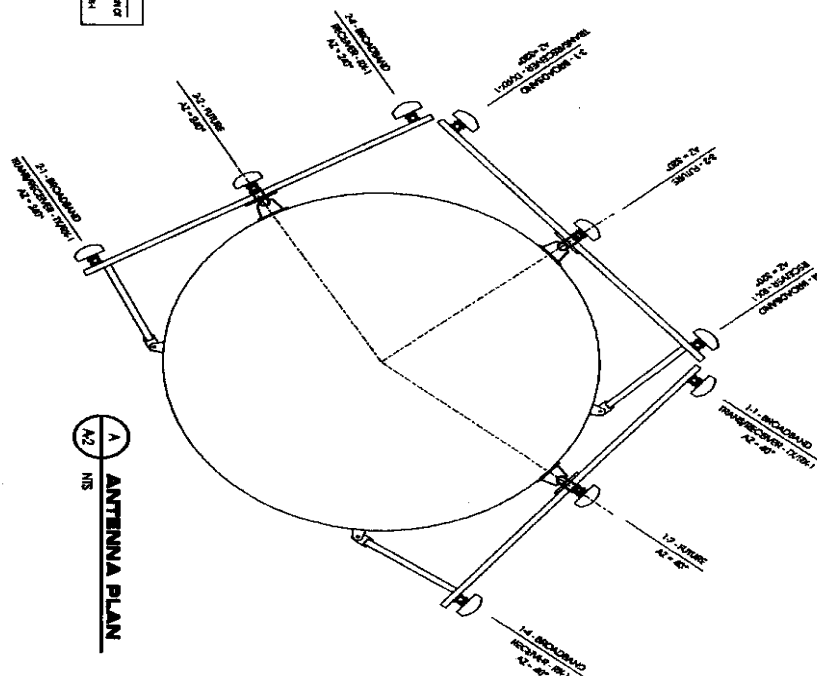
PREPARED BY: [UNRECOGNIZED]
 WATER TOWER
 CO-LOCATION
 2629 PRAIRIE ROAD
 OVERLAND PARK, KS 66204

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Signed by grantor(s) or grantor's(s) agent: Heidi J. Fischer Date: 5/15/14 (USE BLACK INK ONLY)
 Name of grantor(s) or grantor's(s) agent printed: Heidi J. Fischer (USE BLACK INK ONLY)



NOTES:
 1. ALL CABLES SHALL BE MARKED AT THE TOP AND BOTTOM WITH COLORED TAPE
 2. COLORED TAPE ON MAINLINE TO BE 7" HIGH WITH 1" SPACE IN BETWEEN
 3. COLORED TAPE ON LAMBS TO BE 1" HIGH WITH 1" SPACE IN BETWEEN
 4. EXIST COLOR LAMBS TO REMAIN UNCHANGED
 5. EXIST COLOR LAMBS TO BE REMOVED TO NEW CONNECTION
 6. COLOR CODES OF LAMBS SHALL BE THE SAME AS CORRESPONDING MAIN CABLE CABLE



A ANTENNA PLAN
 A2 NIS

ANTENNA TYPE	SECTION 1 (A1/A1)						SECTION 2 (A2/A2)						SECTION 3 (A3/A3)						GPS ANTENNA
	ANTENNA TYPE	ASBATH 40' (ONE NORTH)	ELC DOWNLINE - 0'	MESH DOWNLINE - 2'	ASBATH 40' (ONE NORTH)	ELC DOWNLINE - 0'	MESH DOWNLINE - 2'	ASBATH 40' (ONE NORTH)	ELC DOWNLINE - 0'	MESH DOWNLINE - 1'	GPS ANTENNA	LENGTH (FT)							
ROUND	CABLE TYPE/SIZE	1/2"	10'	-	10'	1/2"	10'	-	10'	1/2"	10'	10'							
		1/2"	10'	-	10'	1/2"	10'	-	10'	1/2"	10'	10'							
ANTENNA DOWNLINE CABLE (UPPER LAMBS)	CABLE TYPE/SIZE	1/2"	-	-	10'	1/2"	-	-	10'	1/2"	-	-							
		1/2"	-	-	10'	1/2"	-	-	10'	1/2"	-	-							
MAIN CABLE	CABLE TYPE/SIZE	7/8"	10'	-	10'	7/8"	10'	-	10'	7/8"	10'	10'							
		7/8"	10'	-	10'	7/8"	10'	-	10'	7/8"	10'	10'							
MAIN CABLE TO EQUIPMENT (LOWER LAMBS)	CABLE TYPE/SIZE	1/2"	-	-	10'	1/2"	-	-	10'	1/2"	-	-							
		1/2"	-	-	10'	1/2"	-	-	10'	1/2"	-	-							

- NOTES**
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 6. COLOR CODES OF LAMBS SHALL BE THE SAME AS CORRESPONDING MAIN CABLE CABLE

B ANTENNA SCHEDULE
 A2 NIS

CABLE DIAMETER	MINIMUM BEND RADIUS	MINIMUM BENDING LENGTH
1/2"	8"	5'
7/8"	10"	6'
1 1/4"	15"	8'
1 3/4"	20"	10'

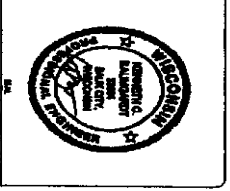


Edge
 Creating Smarter Networks
 401 North
 Phillips Blvd. in Salt
 Lake City, UT 84119
 801.771.1111
 www.edgecentral.com

PROJECT NO: 1345
 DRAWING NO: 103
 CHECKED BY: DJL
 PLOT DATE: 4/24/2014

NO	DATE	DESCRIPTION
1	1/10/14	ISSUED FOR PERMITTING
2	3/10/14	REVISION
3	4/10/14	REVISION
4	4/24/14	FINAL APPROVAL

PREPARED BY:
 [NAME]
WATER TOWER CO-LOCATION
 207 PINE ROAD
 MADISON, WI 53711

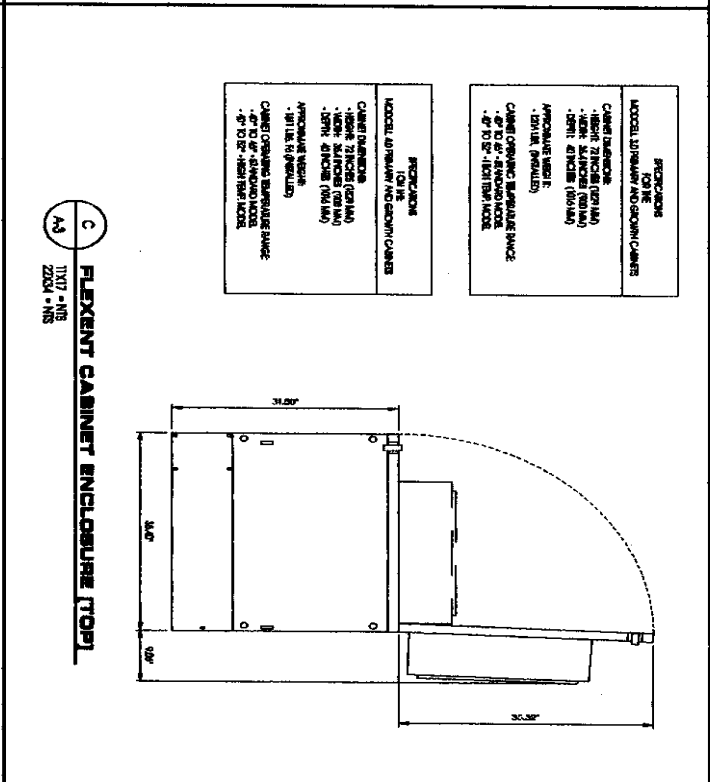
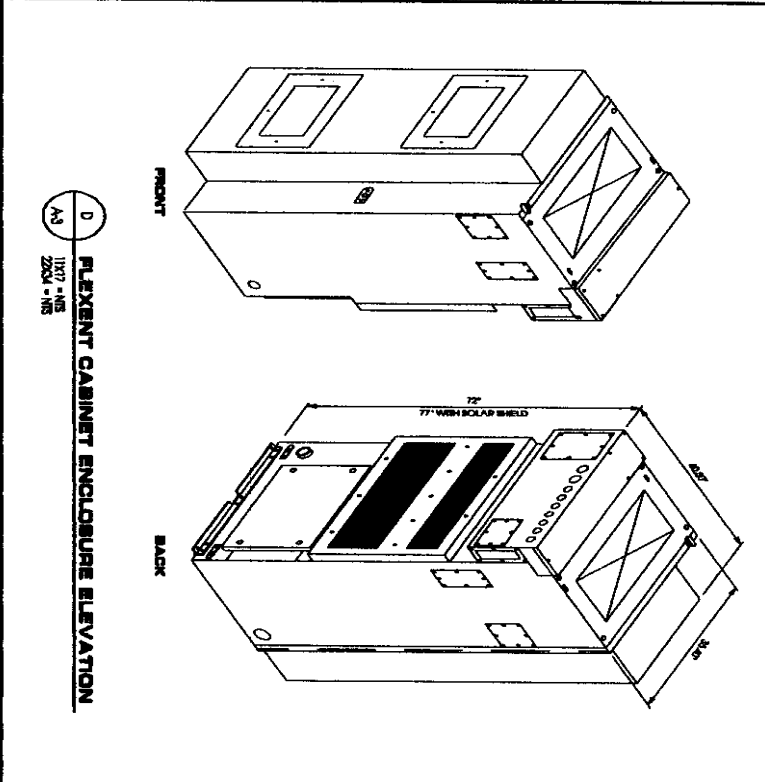
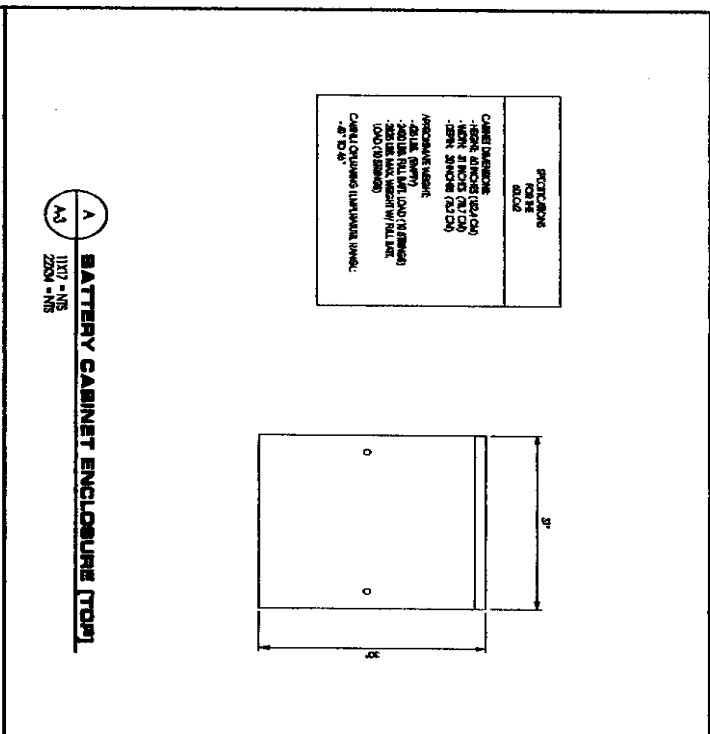
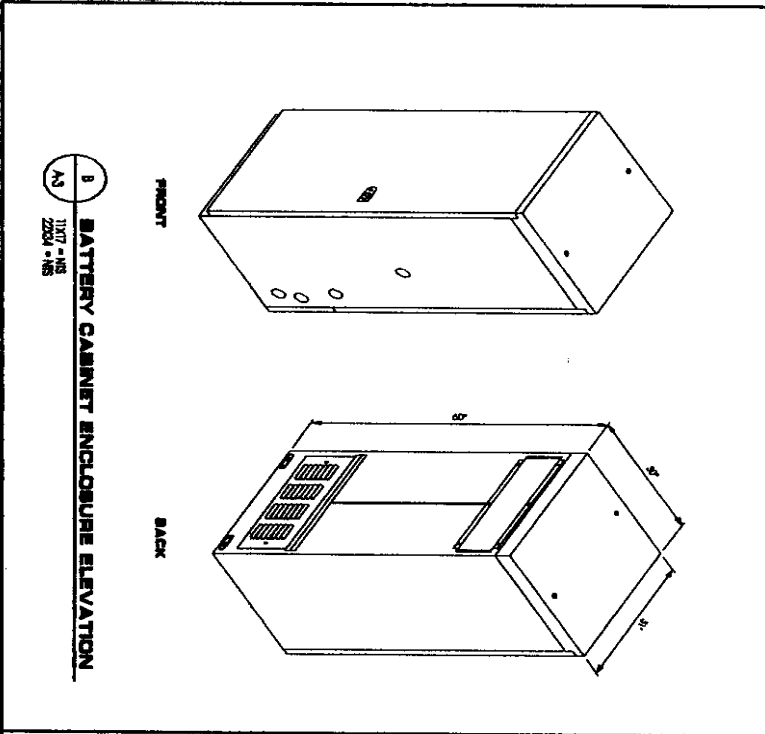


ANTENNA LAYOUT
 SHEET TITLE

A-2
 SHEET NUMBER

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Signed by grantor(s) or grantor's(s) agent: Heidi J. Fischer Date: 5/15/14 (USE BLACK INK ONLY)
 Name of grantor(s) or grantor's(s) agent printed: HEIDI J. FISCHER (USE BLACK INK ONLY)



SHEET NUMBER
A-3

EQUIPMENT SPECIFICATIONS

PER TITLE



WATER TOWER CO-LOCATION
2801 PINE BLVD
HAWSON, IN 46711

NO.	REV.	DESCRIPTION
1	002	PRELIMINARY DESIGN
2	001	REVISION
3	002	REVISION
4	001	FINAL APPROVAL

PROJECT NO: 1335
DRAWN BY: KCB
CHECKED BY: DCL
PLT DATE: 4/24/04

Edge
Consulting Engineers
641 New River
P.O. Box 100, W. 4570
DEAL, IN 46735
800.757.1118
www.edgeinc.com

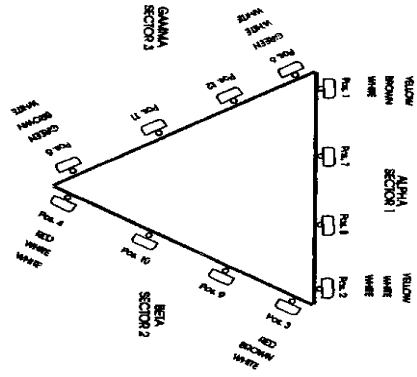
YLOC
DO NOT COVER THIS
DATE A SITE FOR
GAIN EVIDENCE (GSE)
TELEPHONE: (800) 760-0800
FAX: (800) 760-8113

Sprint
©2004 SPRINT NATION
OVERLAND PARK, MISSOURI 66204

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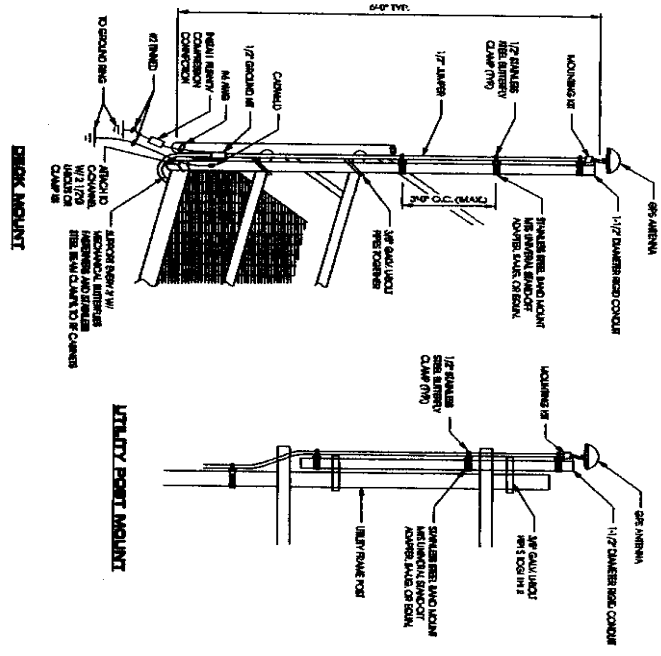
Signed by grantor(s) or grantor's(s) agent: Heidi J. Fowler Date: 5/5/04 (USE BLACK INK ONLY)
Name of grantor(s) or grantor's(s) agent printed: HEIDI J. FOWLER (USE BLACK INK ONLY)

ANTENNA AND CABLE COLOR CODING
(3 SECTOR/MULTIPLE CHANNELS)



1. COLOR BAND OR MARKING IS 9/16" WIDE WITH 1/8" SPACING OF STRIPS
2. COLOR BAND OR MARKING TO BE PLACED WITH 1/8" SPACING OF STRIPS
3. SHOULD BE 1" MINIMUM COLOR
4. BROWN COLOR BAND 2" FROM WIRE/SPEAKER
5. WHITE COLOR BAND TO THE CONNECTOR

- NOTE:**
1. VERIFY COLOR IS WITH PINK AND RED STRIP DRAWING
 2. COLOR CODE OF TOP CONNECTOR, SERIAL CONNECTOR AND IN PLACES BELOW THAT
 3. REFER TO BLUE/FRENCH AND CONNECTION DRAWING
 4. ALL CABLES MUST BE LABELED AT EACH END WITH 2" COLOR BAND
 5. REFER TO THIS DRAWING FOR CABLE COLOR CODING AND CONNECTIONS
 6. SERIAL AND SERIAL NO. MUST BE LABELED AT EACH END OF THE CABLE
 7. FOR SECTOR WITH LAMP ONLY USE THE 2ND COLOR CONNECTION



B GPS MOUNTING DETAIL

<p>4540 STREET PARKWAY OVERLAND PARK, MISSOURI 66204</p>	<p>820 ROOSEVELT RD. SUITE A, STE. 218 GARDEN CITY, MO 64247 TELEPHONE: (816) 700-0407 FAX: (816) 700-9813</p>	<p>Consulting Engineers 504 West River P.O. Box 100, W. 02079 GARDEN CITY, MO 800/771-1718 fax www.nedge.com</p>	<p>PROJECT NO: 1335 DRAWN BY: MCS CHECKED BY: JCL PLOT DATE: 4/24/2004</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>REV.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1/10/02</td> <td>PRELIMINARY DWTING</td> </tr> <tr> <td>2</td> <td>3/18/04</td> <td>REVISIONS</td> </tr> <tr> <td>3</td> <td>4/16/04</td> <td>REVISIONS</td> </tr> <tr> <td>4</td> <td>4/24/04</td> <td>ATTEMPT TO CORRECT</td> </tr> </tbody> </table>	NO.	REV.	DESCRIPTION	1	1/10/02	PRELIMINARY DWTING	2	3/18/04	REVISIONS	3	4/16/04	REVISIONS	4	4/24/04	ATTEMPT TO CORRECT	<p>INSTALLER: WPT (MILWAUKEE) WATER TOWER CO-LOCATION 2820 RIVER ROAD MADISON, WI 53711</p>		<p>SHEET TITLE: EQUIPMENT DETAILS</p>	<p>SHEET NUMBER: A-B</p>
NO.	REV.	DESCRIPTION																					
1	1/10/02	PRELIMINARY DWTING																					
2	3/18/04	REVISIONS																					
3	4/16/04	REVISIONS																					
4	4/24/04	ATTEMPT TO CORRECT																					

NOTE: Please be advised that the document grantor(s) hereby direct viewers to ignore the printed text material on this exhibit. Only the spatial relationships of the illustrations on the plan are being presented for your information.

Signed by grantor(s) or grantor's(s) agent: Heidi J. Franke Date: 5/15/04 (USE BLACK INK ONLY)
 Name of grantor(s) or grantor's(s) agent printed: HEAD, J. FRANKE (USE BLACK INK ONLY)

Sprint
SITE #: ML60XC688-A
PRAIRIE WATER TOWER

Sprint
SITE #: ML60XC688-A
PRAIRIE WATER TOWER
 ESTIMATED BILL OF MATERIALS

ITEM #	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE PLATFORM	1	Sect	100.00	100.00
2	CONCRETE PLATFORM	1	Sect	100.00	100.00
3	CONCRETE PLATFORM	1	Sect	100.00	100.00
4	CONCRETE PLATFORM	1	Sect	100.00	100.00
5	CONCRETE PLATFORM	1	Sect	100.00	100.00
6	CONCRETE PLATFORM	1	Sect	100.00	100.00
7	CONCRETE PLATFORM	1	Sect	100.00	100.00
8	CONCRETE PLATFORM	1	Sect	100.00	100.00
9	CONCRETE PLATFORM	1	Sect	100.00	100.00
10	CONCRETE PLATFORM	1	Sect	100.00	100.00
11	CONCRETE PLATFORM	1	Sect	100.00	100.00
12	CONCRETE PLATFORM	1	Sect	100.00	100.00
13	CONCRETE PLATFORM	1	Sect	100.00	100.00
14	CONCRETE PLATFORM	1	Sect	100.00	100.00
15	CONCRETE PLATFORM	1	Sect	100.00	100.00
16	CONCRETE PLATFORM	1	Sect	100.00	100.00
17	CONCRETE PLATFORM	1	Sect	100.00	100.00
18	CONCRETE PLATFORM	1	Sect	100.00	100.00
19	CONCRETE PLATFORM	1	Sect	100.00	100.00
20	CONCRETE PLATFORM	1	Sect	100.00	100.00

Category	Item	Manufacturer	Part #	Quantity	Unit
SITE WORK	Wire Control Cable			1000	ft
FINISHING	4" High Chainlink Fence (with 1' bonded wire & privacy leaf)			100	sq. yds
EQUIPMENT PLATFORM	Concrete Platform	Conductor		1	Sect
ELECTRIC SERVICE	2" Pipe			100	ft
TELEPHONE SERVICE	Outdoor DB Enclosure			1	Sect
COAT CONCRETE	8" SCH 40 PVC			100	ft
CONDUITS	4" Schedule 40s			100	ft
ANCHOR BOLTS	Concrete Anchor Bolt			100	ft
	Wire Control Cable			1000	ft
	4" High Chainlink Fence (with 1' bonded wire & privacy leaf)			100	sq. yds
	Concrete Platform	Conductor		1	Sect
	2" Pipe			100	ft
	Outdoor DB Enclosure			1	Sect
	8" SCH 40 PVC			100	ft
	4" Schedule 40s			100	ft
	Concrete Anchor Bolt			100	ft

THE INFORMATION PROVIDED IN THE ABOVE CONTRACTOR BILL OF MATERIALS IS SOLELY ESTIMATED. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND RECEIVING ANY DISCREPANCIES WITH THE PLAN.



600 SPRINT PARKWAY
OVERLAND PARK, MISSOURI 66205
TEL: (816) 799-9111

400 ROCKWELL RD.
BLUM AIRFB 218
ELM SPRING, MO 64087
TEL: (417) 700-9807
FAX: (417) 700-9811

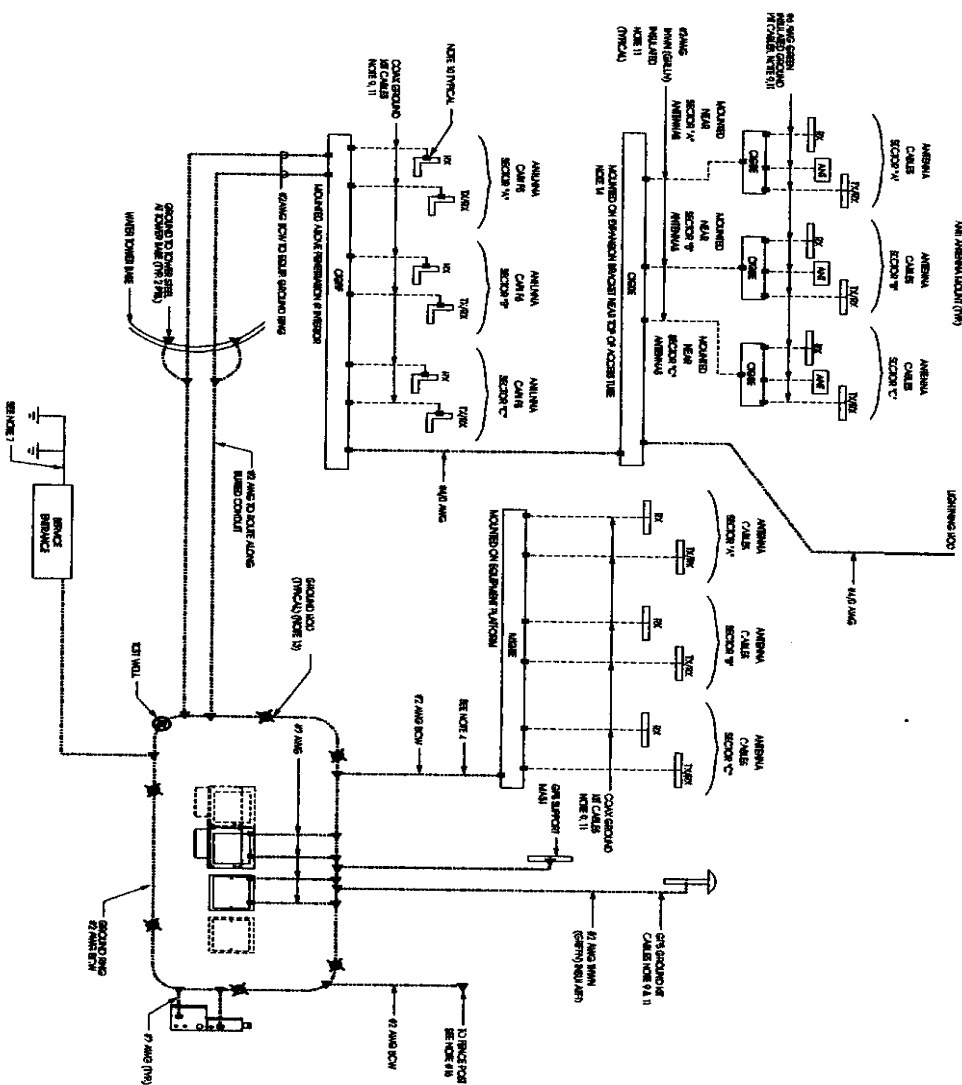
Edge
Contracting & Engineering
1000 N. 10th St
Olathe, MO 64660
TEL: (816) 799-9111

PROJECT NO: 1003
DRAWN BY: JCS
CHECKED BY: DCL
PLOT DATE: 4/24/2004

PRAIRIE WTR TOWER
[ML60XC688A]
WATER TOWER
CO-1-LOC-AT-1000
2601 PRAIRIE ROAD
MADISON, WI 53711

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Signed by grantor(s) or grantor's(s) agent: Heidi J. Fischer Date: 5/5/04 (USE BLACK INK ONLY)
 Name of grantor(s) or grantor's(s) agent printed: HEIDI J. FISCHER (USE BLACK INK ONLY)



A
GROUNDING SCHEMATIC
GA

GENERAL NOTES:

1. CONTRACTOR SHALL CONSULT WITH UTILITY OF RECORD FOR ALL EXISTING AND PROPOSED ELECTRICAL AND MECHANICAL EQUIPMENT AND INSTALLATION.
2. REFER TO THE DRAWING FOR INFORMATION ON ALL ELECTRICAL AND MECHANICAL EQUIPMENT AND INSTALLATION.
3. CONTRACTOR SHALL VERIFY ALL ELECTRICAL AND MECHANICAL EQUIPMENT AND INSTALLATION IS IN ACCORDANCE WITH THE DRAWING.
4. CONTRACTOR SHALL VERIFY ALL ELECTRICAL AND MECHANICAL EQUIPMENT AND INSTALLATION IS IN ACCORDANCE WITH THE DRAWING.
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20. CONTRACTOR SHALL VERIFY ALL ELECTRICAL AND MECHANICAL EQUIPMENT AND INSTALLATION IS IN ACCORDANCE WITH THE DRAWING.



6800 SPRING PARKWAY
OVERLAND PARK, KANSAS 66204



NO. 0000000000
KANSAS STATE
6800 SPRING PARKWAY
OVERLAND PARK, KANSAS 66204
TEL: (913) 296-0000



Edge
Engineering & Construction
1000 S. W. 10th St.
Ocala, FL 32101
www.edgecorp.com

PROJECT NO: 1235
DRAWN BY: KCS
CHECKED BY: DCL
JOB DATE: 4/23/04

NO.	REV.	DESCRIPTION
1	1	ISSUED FOR PERMITS
2	1	ISSUED FOR CONSTRUCTION
3	1	ISSUED FOR CONSTRUCTION
4	1	ISSUED FOR CONSTRUCTION
5	1	ISSUED FOR CONSTRUCTION
6	1	ISSUED FOR CONSTRUCTION
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19	1	ISSUED FOR CONSTRUCTION
20	1	ISSUED FOR CONSTRUCTION

PREPARED BY:
WATER TOWER
DO-LOCATION
2800 PINE ROAD
MADISON, WI 53711



GROUNDING SCHEMATIC

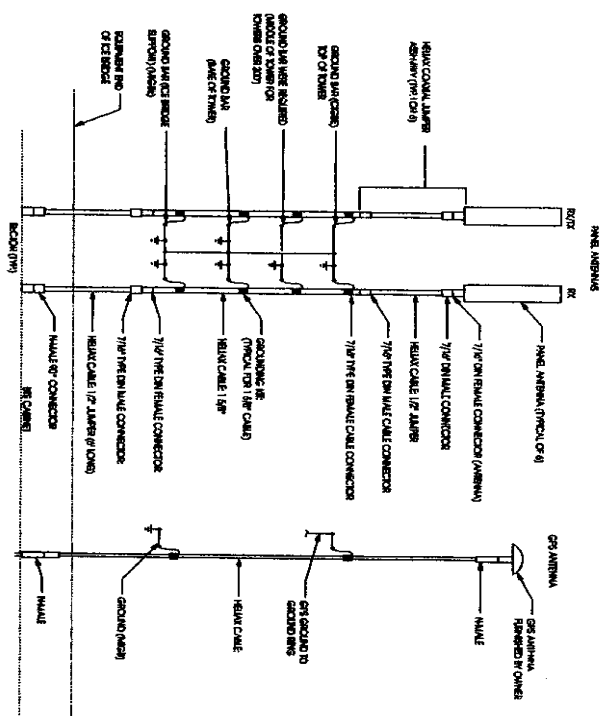
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Signed by grantor(s) or grantor's(s) agent: Heidi J. Frazier Date: 5/5/04 (USE BLACK INK ONLY)
Name of grantor(s) or grantor's(s) agent printed: Heidi J. Frazier (USE BLACK INK ONLY)

ANTENNA CABLE AND ACCESSORY NOTES & REQUIREMENTS:

1. GENERAL: PROVIDE ALL CABLE EQUIPMENT AND MATERIALS NECESSARY FOR RECEIVING, INSTALLING, AND MAINTAINING ANTENNA CABLES FROM THE ANTENNA TO THE CONNECTION AT THE RECEIVER. THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE FOLLOWING NOTES AND REQUIREMENTS. THE MATERIALS AND METHODS OF INSTALLATION SHALL BE APPROVED BY THE CONTRACTOR.
2. MATERIALS
 - A. ANTENNA CABLES: AS REQUIRED
 - B. ANTENNA CONNECTORS: AS REQUIRED
 - C. CABLEWORK: SHALL BE DURABLE & STURDY
 - D. PROTECTIVE NETS: AS REQUIRED
3. INSTALLATION
 - A. ANTENNA CABLES SHALL BE FIELD MAINTAINED. INSTALLATION SHALL BE IN ACCORDANCE WITH THE FOLLOWING NOTES AND REQUIREMENTS.
 - B. CABLES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND REQUIREMENTS.
 - C. THE MATERIALS AND METHODS OF INSTALLATION SHALL BE APPROVED BY THE CONTRACTOR.



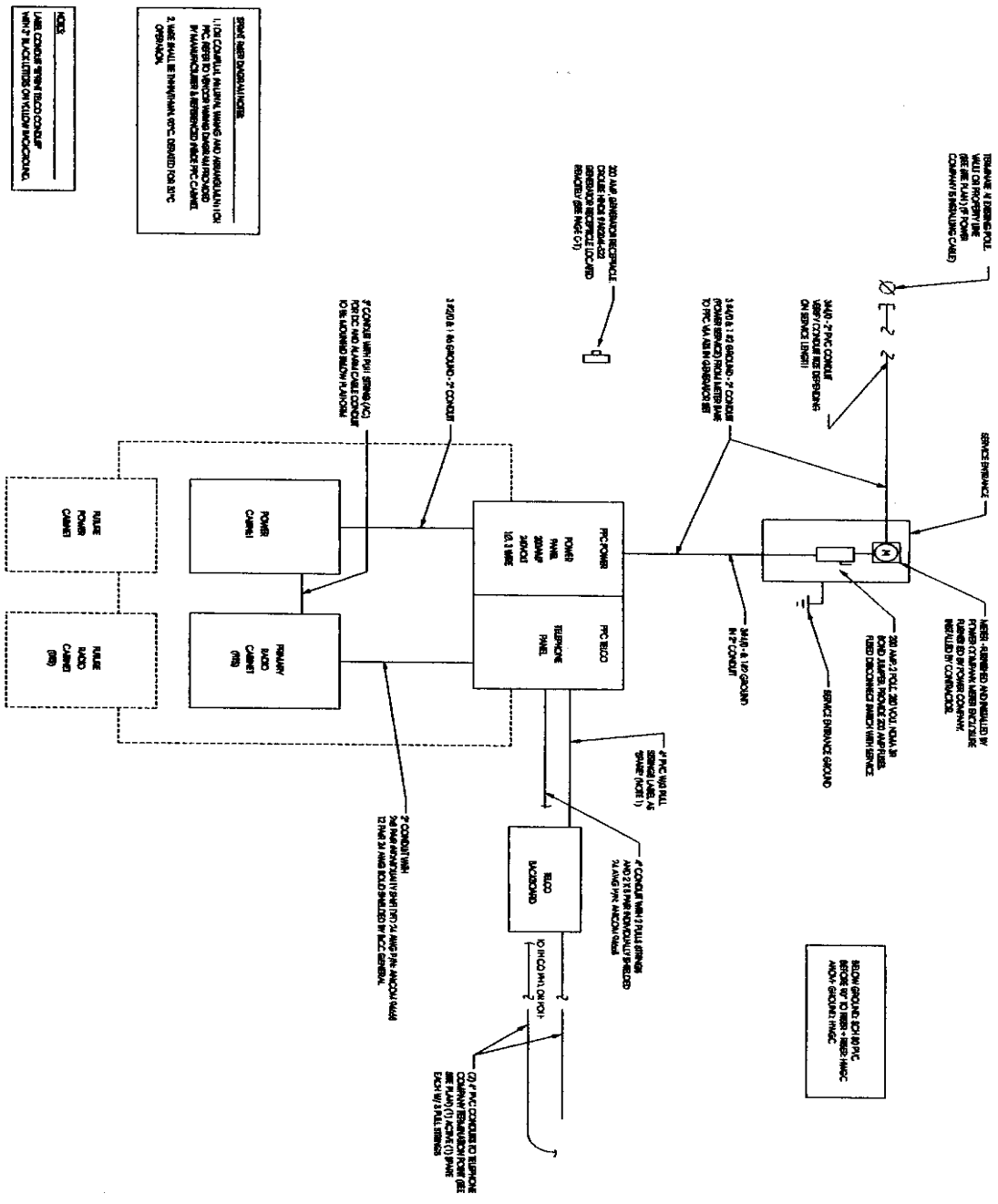
NOTES:
 1. ANTENNA SHALL BE INSTALLED AS SHOWN.
 2. THE ELECTRICAL LEADS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND REQUIREMENTS.
 3. THE ELECTRICAL LEADS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND REQUIREMENTS.

ANTENNA GROUNDING SCHEMATIC

4830 FRONT PARKWAY CHELSEA, MASSACHUSETTS 02156 (617) 552-1111 FAX: (617) 552-1112	Consulting Engineers 421 Water Street Boston, MA 02109 (617) 552-1111 (617) 552-1112 www.edgeinc.com	4830 FRONT PARKWAY CHELSEA, MASSACHUSETTS 02156 (617) 552-1111 FAX: (617) 552-1112	WATER TOWER CONSULTATION 230 PARK ROAD WATERTOWN, MASSACHUSETTS 02154	PROFESSIONAL ENGINEER JOHN J. FISHER LICENSE NO. 10000 EXPIRES 12/31/2011	PROFESSIONAL ENGINEER JOHN J. FISHER LICENSE NO. 10000 EXPIRES 12/31/2011

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Signed by grantor(s) or grantor's(s) agent: Heidi J. Fisher Date: 5/15/11 (USE BLACK INK ONLY)
 Name of grantor(s) or grantor's(s) agent printed: HEIDI J. FISHER (USE BLACK INK ONLY)



SHORT CIRCUIT PROTECTION:
 1. USE CIRCUIT BREAKERS, FUSES AND AUTOMATIC FUSES TO PROTECT OVERCURRENTS IN ALL CIRCUITS.
 2. USE FUSES TO PROTECT OVERCURRENTS IN ALL CIRCUITS.

USE CIRCUIT BREAKERS TO PROTECT OVERCURRENTS IN ALL CIRCUITS.

A POWER & TELEPHONE RISER DIAGRAM DETAIL

<p>4680 SPRING PARKWAY OVERLAND PARK, KANSAS 66204</p>	<p>800 JOHNSON RD. SUITE 300 GLASBORO, NJ 07033 TELEPHONE (852) 700-0077 FAX (852) 700-0013</p>	<p>Edge Consulting Engineers 224 North Street P.O. Box 1100 Glenview, IL 60045 630.424.1400 630.424.1718 Fax www.edgeconsulting.com</p>	PROJECT NO: 1358 DRAWN BY: KCS CHECKED BY: DCJ PROJECT DATE: 4/23/2004	REVISIONS NO. DATE DESCRIPTION 1 1/2004 REVISIONS FOR PERMITS 2 1/2004 REVISIONS FOR PERMITS 3 4/2004 REVISIONS FOR PERMITS 4 4/2004 REVISIONS FOR PERMITS
			SHEET NUMBER E-2	SHEET TITLE POWER & TELEPHONE RISER DIAGRAM

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Signed by grantor(s) or grantor's(s) agent: Heidi J. Fucini Date: 5/15/04 (USE BLACK INK ONLY)
 Name of grantor(s) or grantor's(s) agent printed: HEIDI J. FUCINI (USE BLACK INK ONLY)

ELECTRICAL NOTES

GENERAL

1. GENERAL NOTES AND LOCAL CONDITIONS OF THE WORK, MATERIALS AND METHODS SHALL BE THE ACCORDING SPECIFICATIONS OF THE ELECTRICAL WORKMANSHIP UNDER THE CONTRACT. IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT.
2. APPROVAL REQUIRED: ALL WORK SHALL BE APPROVED BY THE LOCAL AGENCY BEFORE ANY WORK IS PERFORMED AT THE PROJECT SITE.
3. APPROVAL REQUIRED: APPROVED BY THE LOCAL AGENCY BEFORE ANY WORK IS PERFORMED AT THE PROJECT SITE.

WIRING AND SPACING

1. WIRING SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL AGENCIES. ALL WIRING SHALL BE IN RIGID CONDUIT UNLESS OTHERWISE SPECIFIED.
2. WIRING SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL AGENCIES. ALL WIRING SHALL BE IN RIGID CONDUIT UNLESS OTHERWISE SPECIFIED.
3. WIRING SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL AGENCIES. ALL WIRING SHALL BE IN RIGID CONDUIT UNLESS OTHERWISE SPECIFIED.

ELECTRICAL SERVICE

1. GENERAL COMPANY SHALL PROVIDE ALL REQUIREMENTS OF THE LOCAL AGENCY.
2. APPROVAL REQUIRED: APPROVED BY THE LOCAL AGENCY BEFORE ANY WORK IS PERFORMED AT THE PROJECT SITE.

GROUNDING

1. APPROVAL REQUIRED: APPROVED BY THE LOCAL AGENCY BEFORE ANY WORK IS PERFORMED AT THE PROJECT SITE.

GROUNDING SYSTEM

1. APPROVAL REQUIRED: APPROVED BY THE LOCAL AGENCY BEFORE ANY WORK IS PERFORMED AT THE PROJECT SITE.

GROUNDING SYSTEM AND GROUNDING

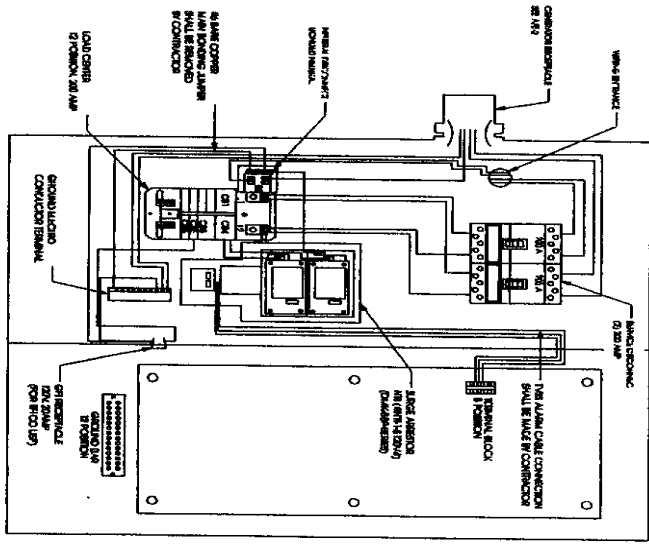
1. APPROVAL REQUIRED: APPROVED BY THE LOCAL AGENCY BEFORE ANY WORK IS PERFORMED AT THE PROJECT SITE.

GROUNDING SYSTEM

1. APPROVAL REQUIRED: APPROVED BY THE LOCAL AGENCY BEFORE ANY WORK IS PERFORMED AT THE PROJECT SITE.

GROUNDING SYSTEM

1. APPROVAL REQUIRED: APPROVED BY THE LOCAL AGENCY BEFORE ANY WORK IS PERFORMED AT THE PROJECT SITE.



ELECTRICAL PANEL SCHEMATIC



4800 PINE HAVEN
OKLAHOMA CITY, OKLAHOMA 73160



600 COOPER ST
ALBUQUERQUE, NM 87102



6000 S. 10TH ST
MESA, AZ 85209

www.edge.com

PROJECT NO: 1355

DATE: 1/25/04

DESIGNED BY: DCL

PROJECT NO: 4/24/2004

NO. OF SHEETS: 1

NO. OF SHEETS: 1

NO. OF SHEETS: 1

NO. OF SHEETS: 1

NO. OF SHEETS: 1

NO. OF SHEETS: 1

NO. OF SHEETS: 1

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NO. OF SHEETS: 1

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Signed by grantor(s) or grantor's(s) agent: [Signature] Date: 5/15/04 (USE BLACK INK ONLY)

Name of grantor(s) or grantor's(s) agent printed: HELD, J. FURER (USE BLACK INK ONLY)



FIRST AMENDMENT TO LICENSE

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

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
4872515**

**05/16/2012 1:54 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 27**

This First Amendment to License is entered into this 16th day of May, 2012, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin ("City"), and **Sprint Spectrum Realty Company, L.P., a Delaware limited partnership**, successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership ("Licensee").

WITNESSETH:

WHEREAS, the City and the Licensee are parties to that certain license dated May 13, 2004 and recorded with the Dane County Register of Deeds on May 17, 2004 as Document No. 3913610; as amended by Notice of License Renewal dated May 18, 2009 and recorded with the Dane County Register of Deeds on May 26, 2009 as Document No. 4550368 (collectively, the "License"); and

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

Tax Parcel No: 251-0608-014-0501-5

WHEREAS, the License pertains to the placement by the Licensee of antennas and ancillary telecommunications equipment (collectively, "Equipment") on the City-owned water tower commonly known as the Prairie Road water tower (the "Tower"), as well as the placement of equipment cabinets (collectively, "Cabinets") on land near the base of the Tower (the "Land"); and

WHEREAS, the Tower and the Land are located on property described on attached Exhibit A (the "Property"); and

WHEREAS, pursuant to the aforementioned Notice of License Renewal, the current expiration date of the License is May 31, 2013; and

WHEREAS, on May 14, 2010 fire caused significant damage to the Tower, and in accordance with Paragraph 13 of the License, the City has elected to reconstruct the Tower at a new location on the Property; and

WHEREAS, since the date of the fire the Licensee has been operating from temporary facilities located on the Property, as allowed for pursuant to Paragraph 13 of the License; and

WHEREAS, also in accordance with Paragraph 13 of the License, the License Fee has been abated since the date of the fire and will be reinstated once construction of the new Tower is completed; and

WHEREAS, the parties desire to amend the License to confirm the status of License Fee payments and to update the License with the approved site and building plans for the reconstructed Tower and the Licensee's Equipment and Cabinets.



NOW, THEREFORE, the City and the Licensee agree as follows:

1. The site plan attached as Exhibit B to the License is hereby deleted and attached Exhibit B (Revised 2012) is hereby inserted in its place.
2. The construction drawings attached as Exhibit C to the License are hereby deleted and attached Exhibit C (Revised 2012) is hereby inserted in their place.
3. This Amendment shall serve as notice that the Licensee and the City agree to the renewal of the License for the five (5)-year term commencing on June 1, 2013, as provided for in Paragraph 3 of the License.
4. In accordance with Paragraph 13 of the License, the License Fee payable pursuant to Paragraph 8 of the License abated effective May 14, 2010 and continues to abate until construction of the new Tower is completed. The date of completion shall be the date of final inspection of the Tower (the "Completion Date"), currently estimated as July 1, 2012. The City shall provide the Licensee with written notice confirming the Completion Date and confirming the calculation of the License Fee payable for the then current License year, which amount shall be prorated as of the Completion Date. The Licensee's current credit balance of \$29,157.00, as detailed in Paragraph 4 below, shall be applied against such amount due. The City shall bill the Licensee for any resulting shortage, or if there is a resulting credit balance, shall refund such amount to the Licensee.
5. The parties agree that the status of License Fee payments is as follows:

License Year	Annual Rate	Amount Due	Payment Made	Date Received	Check No.	Balance
6/1/2009 – 5/31/2010	\$26,766.36	25,446.38*	26,766.36	5/19/09	10998492	1,319.98 cr.
6/1/2010 – 5/31/2011	27,837.02	-0-	27,837.02	5/17/10	11433041	29,157.00 cr.
6/1/2011 – 5/31/2012	28,950.50	-0-	-0-	-----	-----	29,157.00 cr.
6/1/2012 – 5/31/2013	30,108.52	TBD	----	-----	-----	-----

* Amount prorated effective as of 5/14/10 (date of fire): $\$26,766.36 \div 365 \times 347 \text{ days} = \$25,446.38$

6. Paragraph 12.d. of the License is amended to include the following:

"In addition, when accessing the Land, the Licensee shall provide advance courtesy notice to the Water Works Operator at (608) 266-4665."

7. Paragraph 12.i. of the License is amended to include the following:

"The Licensee's maintenance responsibilities specifically include maintenance of the area located within and along the exterior perimeter of the ground equipment enclosure area depicted on Exhibit B (Revised 2012). Such work shall include, but not be limited to the following: maintenance, repair and graffiti removal of the fence enclosure and columns; landscaping maintenance; weed removal; replacement as needed of the weed barrier and

washed stone; and shrub maintenance and replacement.”

8. The City and the Licensee hereby agree that the City shall be responsible for the construction of the perimeter fence and related landscaping for the new ground equipment enclosure area depicted and described in attached Exhibit C (Revised 2012). The Licensee agrees to pay 25% of the total cost of such fence and landscaping, including time and materials. Such total cost is currently estimated to be \$36,000. The Licensee shall pay the City its 25% share of the total fencing and landscaping cost within thirty (30) days of receipt of a detailed bill from the City.
9. Within thirty (30) days following the installation of the Equipment and Cabinets, the Licensee shall provide the City with an as-built survey showing the actual location of the Equipment and Cabinets installed on the Land and reconstructed Tower. Said survey shall be accompanied by a complete and detailed inventory of all Equipment installed on the Land and Tower.
10. Capitalized terms not otherwise defined herein shall have the meanings set forth in the License.
11. The individual or individuals that execute this First Amendment represent and warrant that he/she/they have full authority to do so.
12. Except as expressly modified by this First Amendment, all other provisions of the License remain unchanged and in full force and effect.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this First Amendment to License as of the date first set forth above.

CITY OF MADISON

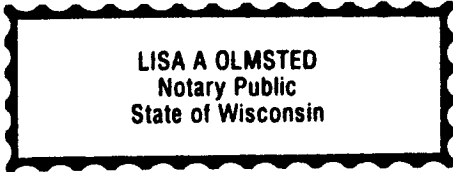
By: Paul R. Soglin
Paul R. Soglin, Mayor

By: Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 14th day of May, 2012, the above named Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

Lisa A. Olmsted
Notary Public, State of Wisconsin

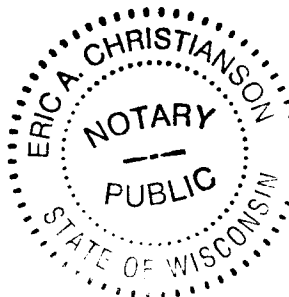


LISA A. Olmsted
(Print or Type Name)
My Commission: 9/6/15

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 10th day of May, 2012, the above named Maribeth Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

Eric Christianson
Notary Public, State of Wisconsin



ERIC CHRISTIANSON
(Print or Type Name)
My Commission: exp. 6/29/2014

SPRINT SPECTRUM REALTY COMPANY, L.P.

By:

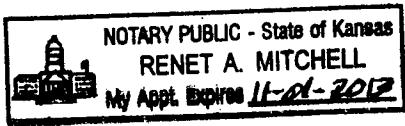
(Signature)

Michael Reed
Authorized Representative

(Print or Type Name and Title)

State of KANSAS)
)ss.
County of JOHNSON)

Personally came before me this 30TH day of APRIL, 2012,
Michael Reed (name), Authorized Representative (title), of
the above named Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, known to
be the person who executed the above foregoing instrument and
Authorized Representative (title) of said limited partnership, and acknowledged that
he/she executed the foregoing instrument as such Authorized Representative (title) as the
deed of said limited partnership by its authority.



Notary Public, State of Kansas

Renet A Mitchell
(Print or Type Name)

My Commission: 11-01-2013

Execution of this First Amendment to License is authorized by Resolution No. 61456, ID No. 35747, adopted by the Common Council of the City of Madison on May 4, 2004.

Drafted by the City of Madison Office of Real Estate Services.

Project No. 7748

EXHIBIT A

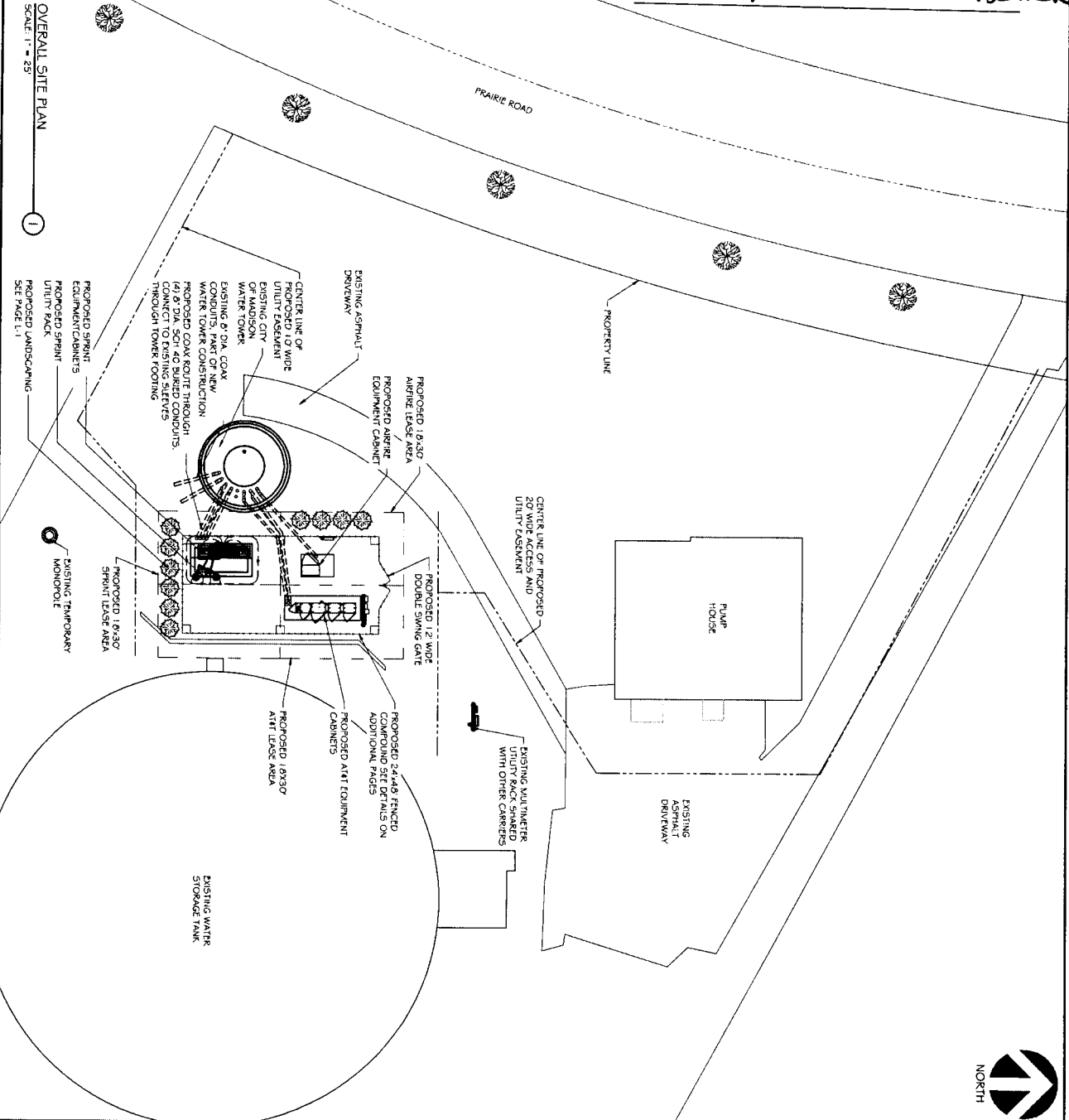
The Property:

Lot 1078, Hill View Addition to Meadowood, City of Madison, Dane County, Wisconsin.

EXHIBIT B (REVISED 2012)

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

Authorized by: *Handwritten Signature*
Handwritten Signature



OVERALL SITE PLAN
 SCALE: 1" = 25'
 1

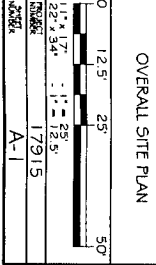


RAMAKER & ASSOCIATES, INC.
 1120 Dana Street, Sault City, WI 53683
 Phone: 608-643-4100 Fax: 608-643-7999
 www.Ramaker.com

Sprint
 400 WEST GRAND AVENUE
 ELMHURST, IL 60128

NO.	DATE	DESCRIPTION	BY	CHK'D
0	3-20-12	REV. 0 DRAWINGS		
1	3-15-12	COMPOUND AREA MODIFIED		
2	3-15-12	COMPOUND AREA MODIFIED		
3	3-15-12	COMPOUND AREA MODIFIED		
4	3-15-12	COMPOUND AREA MODIFIED		
5	3-15-12	COMPOUND AREA MODIFIED		
6	3-15-12	COMPOUND AREA MODIFIED		
7	3-15-12	COMPOUND AREA MODIFIED		
8	3-15-12	COMPOUND AREA MODIFIED		
9	3-15-12	COMPOUND AREA MODIFIED		
10	3-15-12	COMPOUND AREA MODIFIED		

PROJECT TITLE: **PRAIRIE WATER TANK**
 PROJECT NO: **ML60XC628**
 PROJECT LOCATION: **2829 PRAIRIE ROAD**
WADISON, WI 53711
(DANE COUNTY)
 SHEET TITLE: **OVERALL SITE PLAN**



Copyright © 2011 Ramaker & Associates, Inc. All Rights Reserved.
 Project Name: PRAIRIE WATER TANK
 Project No: 0302012
 Prepared by: [Name] on [Date] 03/17/11
 Checked by: [Name] on [Date] 03/17/11
 Scale: 1" = 25'

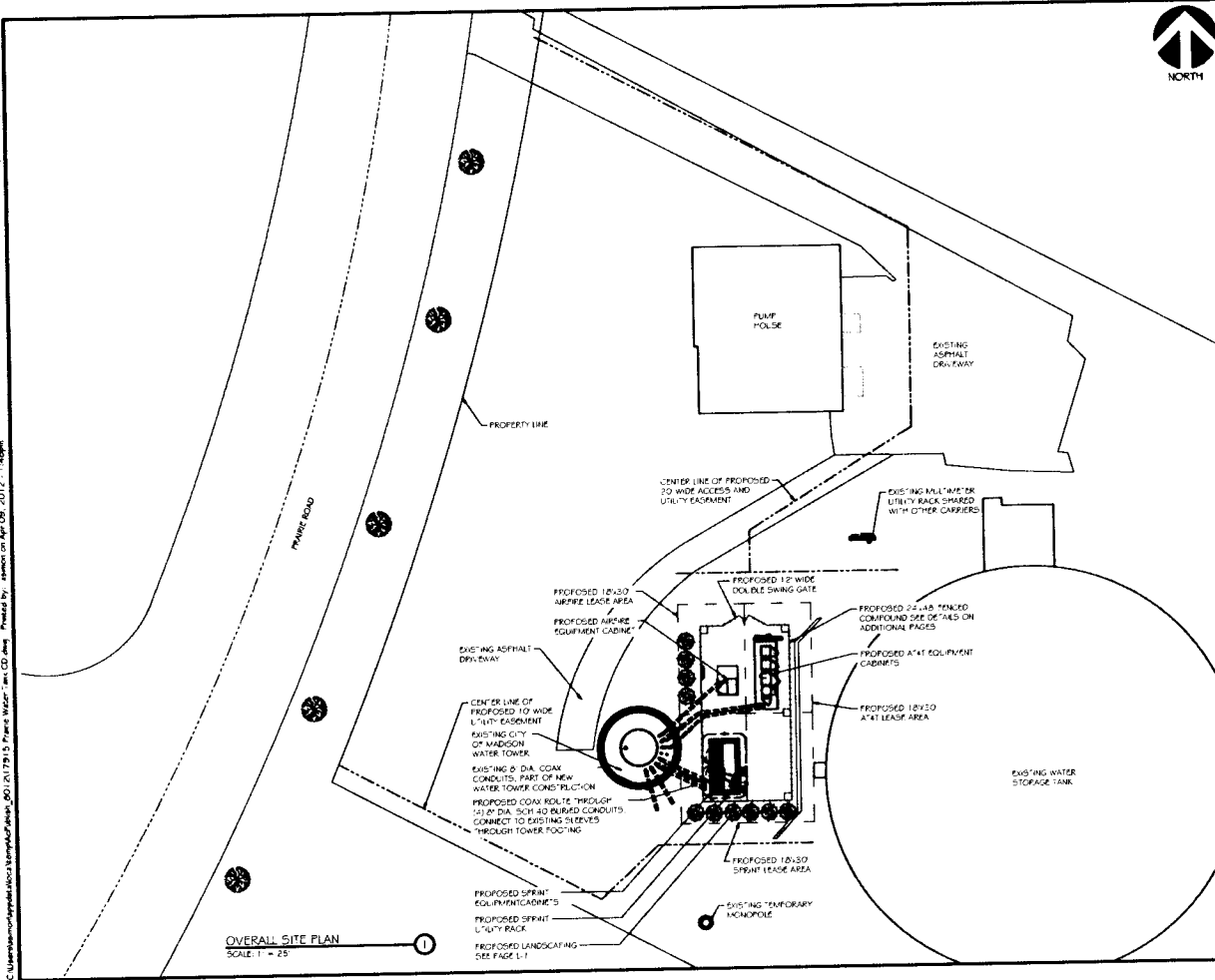


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 Phone: 608-643-4100 Fax: 608-643-7999
 www.Ramaker.com

Sprint
 400 WEST GRAND AVENUE
 ELMHURST, IL 60120

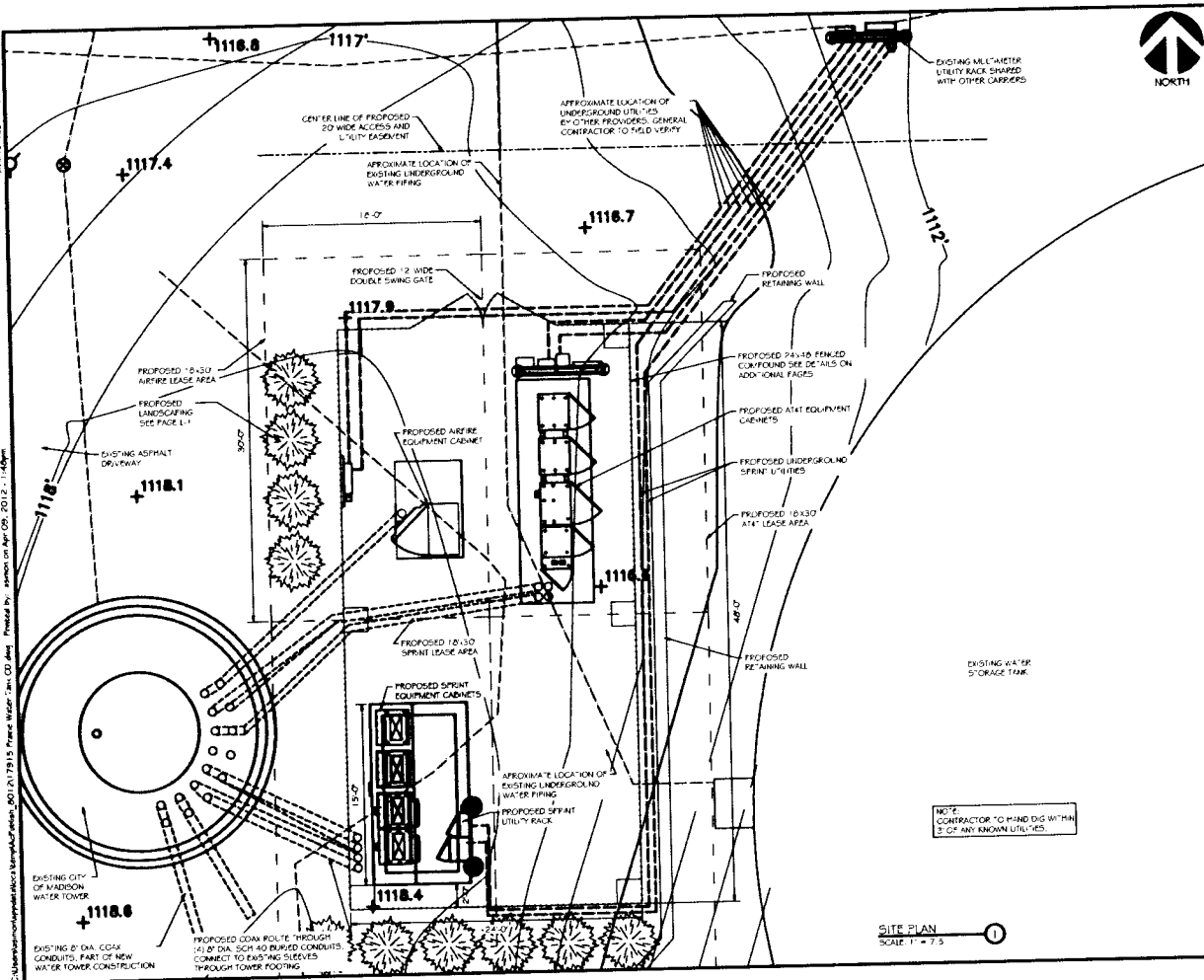
**PRAIRIE WATER TANK
 ML60XC620**

PROJECT INFORMATION:
 2020 PRAIRIE ROAD
 MADISON, WI 53711
 (DANE COUNTY)
 SHEET TITLE:
OVERALL SITE PLAN
 SCALE: 1" = 25'



OVERALL SITE PLAN
 SCALE: 1" = 25'

Copyright © 2011 Ramaker & Associates, Inc. All Rights Reserved. Prepared by: James C. H. 2011.03.11.1148pm
 C:\Users\jch\Documents\2011\17915 Prairie Water Tank CD.dwg

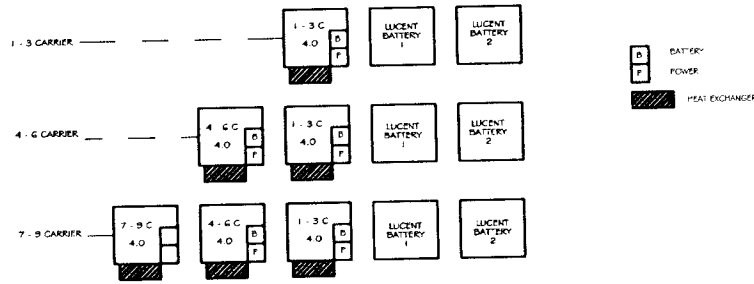


R RAMAKER & ASSOCIATES, INC.
 1120 Dakota Street, Sola City, WI 53583
 Phone: 608-643-4100 Fax: 608-643-7999
 www.ramaker.com

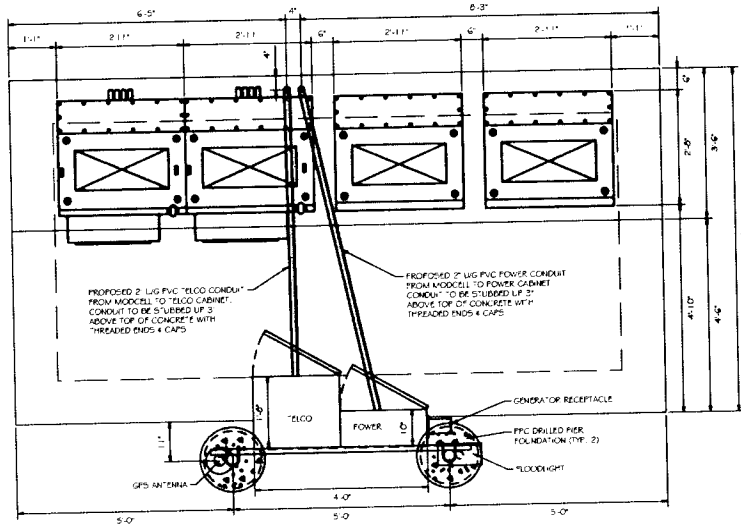
Sprint
 400 WEST GRAND AVENUE
 ELMHURST, IL 60126

NO.	DATE	DESCRIPTION
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3	03/20/2012	REV 2
4	03/20/2012	REV 3
5	03/20/2012	REV 4
6	03/20/2012	REV 5
7	03/20/2012	REV 6
8	03/20/2012	REV 7
9	03/20/2012	REV 8
10	03/20/2012	REV 9
11	03/20/2012	REV 10
12	03/20/2012	REV 11
13	03/20/2012	REV 12
14	03/20/2012	REV 13
15	03/20/2012	REV 14
16	03/20/2012	REV 15
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100	03/20/2012	REV 99
101	03/20/2012	REV 100

PROJECT INFORMATION
 PROJECT TITLE: PRAIRIE WATER TANK ML60XC628
 PROJECT INFORMATION: 2029 PRAIRIE ROAD MADISON, WI 53711 (DANE COUNTY)
 SHEET TITLE: SITE PLAN
 SCALE: 1" = 7.5'
 DATE: 03/20/2012
 DRAWN BY: JCH
 CHECKED BY: JCH
 APPROVED BY: JCH



CONFIGURATION OPTIONS FOR MOD CELL 4.0 SITE
 SCALE: _____



EQUIPMENT LAYOUT PLAN
 SCALE: _____

R RAMAKER & ASSOCIATES, INC.
 1120 Dallas Street, St. A City, WI 53583
 Phone: 800-643-4100 Fax: 508-643-7998
 www.Ramaker.com

Sprint

400 WEST GRAND AVENUE
 ELKHURST, IL 60120

NO.	DATE	DESCRIPTION
0	3-20-12	REV 0 DRAWING
1	5-15-12	COMPILING AREA MODIFIED
2	7-17-12	COMPILING AREA MODIFIED

SCALE: REV 0 DATE: 03/20/2012

PROJECT TITLE:
**RAJEEV WATER TANK
 ML60XC625**

PROJECT INFORMATION:
 2025 PRAIRIE ROAD
 MADISON, WI 53711
 (DANE COUNTY)

SHEET TITLE:
 CIVIL DETAILS

SCALE: NONE

NO. 17915
 SHEET A-6

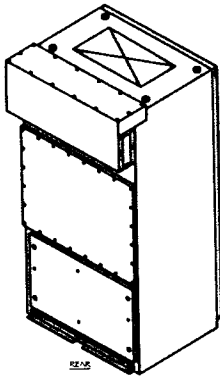
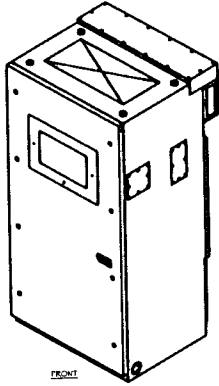
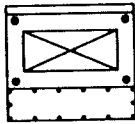
Copyright © 2011 Ramaker Associates, Inc. All Rights Reserved. Project: 17915 Prairie Water Tank, Madison, WI. Date: 03/20/2012. Scale: NTS.

SPECIFICATIONS FOR THE GRCVZ BATTERY CABINET

CABINET DIMENSIONS:
 HEIGHT: 72 in. (182.9 cm)
 WIDTH: 35.4 in. (90.0 cm)
 DEPTH: 32 in. (81.1 cm)

APPROXIMATE WEIGHT:
 584 lbs. (EMPTY)
 23 (0 lbs.) FULL BATT. LOAD (20 L-2 BATTERIES)
 2694 lbs. MAX WEIGHT W/FULL BATT. LOAD (20 L-2 BATTERIES)

CABINET OPERATING TEMPERATURE RANGE:
 40°C TO 46°C



BATTERY CABINET ENCLOSURE
SCALE: NTS

BATTERY CABINET ISOMETRIC
SCALE: NTS

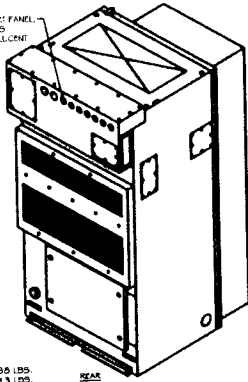
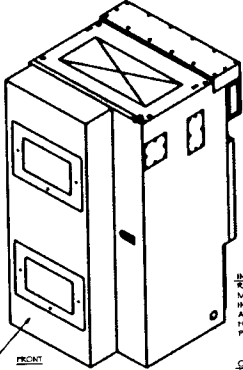
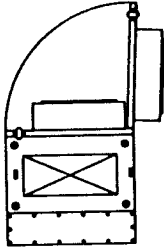
BATTERY WEIGHT:
 WRC24BC LUCCENT BATTERY:
 2094 LBS. (FULL LOAD)

SPECIFICATIONS FOR THE MOUNCELL 4.0 PRIMARY AND GROWTH CABINETS

CABINET DIMENSIONS:
 HEIGHT: 72 in. (182.9 cm)
 WIDTH: 35.4 in. (90.0 cm)
 DEPTH: 40 in. (101.6 cm)

APPROXIMATE WEIGHT: 1311 lbs. (w/installed)

CABINET OPERATING TEMPERATURE RANGE:
 40°C TO 46°C - STANDARD MODEL
 40°C TO 52°C - HIGH TEMP. MODEL



FLEXENT CABINET ENCLOSURE TOP
SCALE: NTS

FLEXENT CABINET ENCLOSURE ISOMETRIC
SCALE: NTS

INSTALLATION NOTE:
 REFER TO LUCCENT FLEXENT
 MODULAR CELL 4.0
 INSTALLATION MANUAL FOR
 ADDITIONAL DETAIL, PROPER
 HANDLING AND INSTALLATION
 PROCEDURES

CABINET WEIGHTS:
 PRIMARY RADIO CABINET: 1536 LBS.
 GROWTH RADIO CABINET: 1413 LBS.

COAX EXIT PURL PANEL,
 FLOOR BOOTS
 PROVIDED BY LUCCENT

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 1120 Dallas Street, Sta A City, WI 53653
 Phone: 800-643-4100 Fax: 800-643-7999
 www.Ramaker.com

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400 WEST GRAND AVENUE
 BLAUGHNET, IL 60126

DATE	DESCRIPTION	BY
03/20/2012	REV 0	17915
PROJECT TITLE: PRAIRIE WATER TANK ML60XC628		
PROJECT INFORMATION: 2029 PRAIRIE ROAD MADISON, WI 53711 (DANE COUNTY)		
SHEET TITLE: CIVIL DETAILS		
SCALE: NONE		
SCALE:	17915	
DATE:	A-7	

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CONCRETE:

CONCRETE USED IN THE WORK SHALL HAVE THE FOLLOWING ULTIMATE COMPRESSIVE STRENGTH AT AGE OF 28 DAYS:

LOCATION IN STRUCTURE	ULTIMATE STRENGTH Fc
-----------------------	----------------------

ALL CONCRETE SHALL BE STONE CONCRETE UTILIZING AGGREGATE CONFORMING TO ASTM C33. CEMENT SHALL BE TYPE I OR II CONFORMING TO ASTM C150. MAXIMUM WATER-CEMENT RATIO SHALL BE .50 BY WEIGHT.

REINFORCING STEEL SHALL HAVE MINIMUM PROTECTIVE CONCRETE COVERING AS FOLLOWS, UNLESS SPECIFICALLY DETAILED:

CONCRETE CAST AGAINST AND EXPOSED TO WEATHER OR EARTH	MIN. COVER
FORMED SURFACES EXPOSED TO WEATHER OR EARTH	3"
A. #5 BAR OR SMALLER AND WIRE MESH	1 1/2"
B. #6 TO #10 BARS	2"
FORMED SURFACES NOT EXPOSED TO WEATHER OR EARTH	
A. SLABS, WALLS, AND JOISTS	3/4"
B. BEAMS AND COLUMNS	1 1/2"

BEFORE CONCRETE IS PLACED, THE CONTRACTOR SHALL COORDINATE AND CHECK ALL TRADES TO ENSURE THE PROPER PLACEMENT OF ALL OPENINGS, SLEEVES, INSERTS, CURBS, DEPRESSIONS, ETC. RELATING TO THE WORK, AS SHOWN IN THE DRAWINGS. ANY CHANGE OR DISCREPANCY SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.

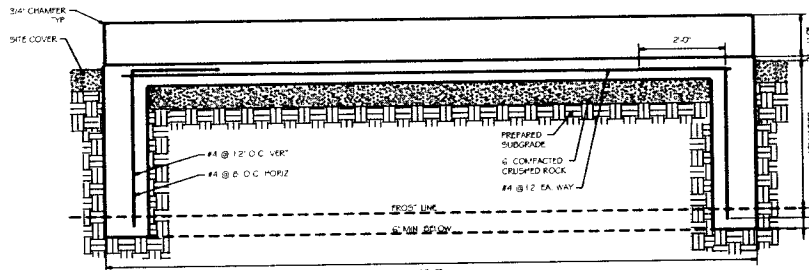
ALL CONCRETE WITH A COMPRESSIVE STRENGTH IN EXCESS OF 3,000 PSI AT 28 DAYS SHALL BE PLACED UNDER SUPERVISION OF A DEPUTY INSPECTOR LICENSED BY THE LOCAL BUILDING OFFICIAL.

REINFORCING STEEL SHALL BE PROVIDED AT THE SITE A MINIMUM OF ONE WORKING DAY PRIOR TO PLACING OF REINFORCING STEEL.

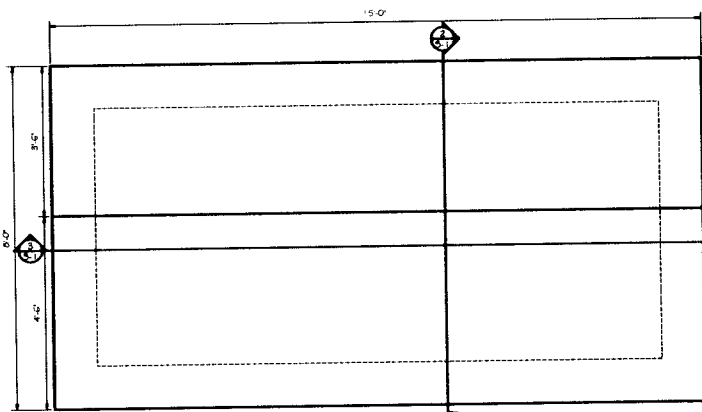
CONCRETE QUALITY: INSPECTIONS AND TESTS SHALL CONFORM TO THE LOCAL BUILDING CODE REQUIREMENTS FOR CONCRETE DESIGNED BY THE ULTIMATE STRENGTH METHOD.

ALL CONCRETE MIXES SHALL CONFORM TO THE PROPORTIONS ESTABLISHED BY THE CODE FOR THE VARIOUS CONCRETE STRENGTHS REQUIRED FOR WORK. CONTRACTOR SHALL ENGAGE A CERTIFIED INDEPENDENT TESTING LABORATORY TO PREPARE & DESIGN FOR THE WORK. COPIES OF THE MIX DESIGN, AS WELL AS 7-DAY AND 28-DAY CYLINDER TEST RESULTS SHALL BE SENT TO THE STRUCTURAL ENGINEER AND THE LOCAL BUILDING OFFICIAL TO OBTAIN APPROVAL PRIOR TO ITS USE IN THE WORK.

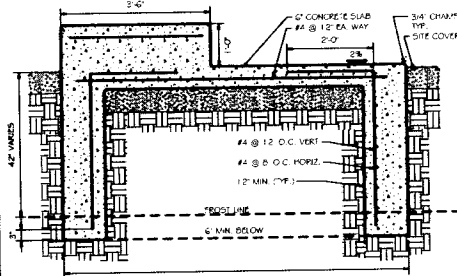
ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 318-09 AND THE SPECIFICATION FOR CAST-IN-PLACE REINFORCED CONCRETE.



SECTION SCALE



CABINET FOUNDATION PLAN SCALE



FOOTING SECTION SCALE

RAMAKER & ASSOCIATES, INC.
 1120 Dallas Street, South City, WI 53583
 Phone: 608-843-4100 Fax: 608-843-7999
 www.Ramaker.com

Sprint

400 WEST GRAND AVENUE
 ELMHURST, IL 60126

NO.	DATE	DESCRIPTION
0	5/20/12	REV. 0 DRAWINGS
1	5/15/12	COMPOUND AREA MODIFIED
2	5/17/12	COMPOUND AREA MODIFIED

**PRAIRIE WATER TANK
 ML60XC626**

PROJECT INFORMATION:
 2029 PRAIRIE ROAD
 MADISON, WI 53711
 (DANE COUNTY)

STRUCTURAL DETAILS

SCALE: NONE

DATE: 17915
 JOB: S-1

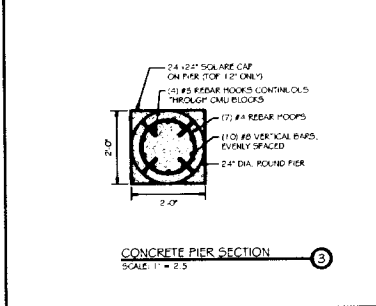
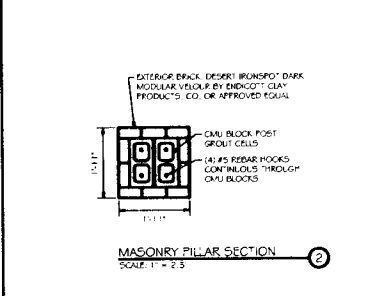
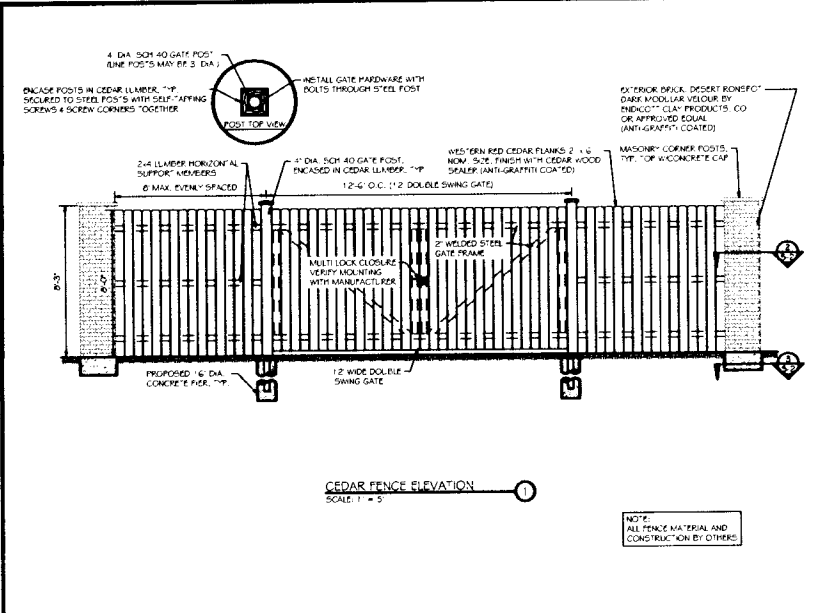
Copyright © 2012 Ramaker & Associates, Inc. All Rights Reserved. 2/2012/5/25/20
 Project: 17915 Prairie Water Tank, Elmhurst, IL. 2012.11.14.dwg
 C:\Users\ramaker\Documents\Projects\17915 Prairie Water Tank\17915 Prairie Water Tank.dwg

RAMAKER & ASSOCIATES, INC.
 1120 Dallas Street, Suite City, WI 53653
 Phone: 808-643-4100 Fax: 808-643-7999
 www.ramaker.com

Sprint
 400 WEST GRAND AVENUE
 ELMHURST, IL 60126

DATE	REV	DESCRIPTION	DATE	ISSUED
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05/15/12	1	COMPOUND AREA MODIFIED		
05/17/12	2	COMPOUND AREA MODIFIED		

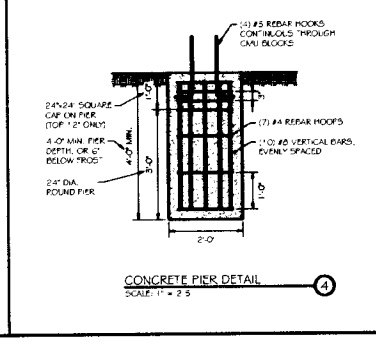
PROJECT TITLE:
PRAIRIE WATER TANK
MLG0XC628
PROJECT INFORMATION:
 2629 PRAIRIE ROAD
 MADISON, WI 53711
 (DANE COUNTY)
PROJECT: FENCE DETAILS
SCALE: AS NOTED
DATE: 1/29/15
FILE: 5-2



1.0 SCOPE:
 1.1 THIS SECTION COVERS THE REQUIREMENTS FOR THE MATERIALS AND THE CONSTRUCTION OF SITE FENCING.
2.0 SPECIAL REQUIREMENTS:
 2.1 ALL FITTINGS, HARDWARE AND STEEL MEMBERS USED FOR SITE AREA FENCING, SHALL BE HOT DIPPED GALVANIZED (ASTM A153) OR OTHER APPROVED NON-CORROSIIVE MATERIAL AND CONFORM TO FEDERAL SPEC. PRF. 19-16 (1-25-74).
 2.2 ALL NON-CORROSIIVE MATERIAL SHALL BE FIRE APPROVED BY THE PROJECT MANAGER.
 2.3 ANY DAMAGE TO GALVANIZING OR NON-CORROSIIVE COATING DURING CONSTRUCTION SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S RECOMMENDED METHODS.
 2.4 ALL WOOD TO BE WESTERN RED CEDAR WITH CLEAR WOOD SEALER FINISH (ANTI-GRAYTTI COATED).
3.0 FENCE POSTS:
 3.1 LOCATION OF CORNER POSTS SHALL BE DETERMINED FROM STAKES AND PROPERTY LINES INSTALLED BY THE REGISTERED LAND SURVEYOR UNDER CONTRACT FOR THE PROJECT. IF THE STAKES ARE NOT PRESENT OR DO NOT CONFORM TO THE SITE PLAN, CONSULT WITH THE PROJECT MANAGER.
 3.2 GATE POST FOR SITE SHALL BE 4 DIA. SCHEDULE 40 GALVANIZED PIPE. INTERMEDIARY POSTS SHALL BE 2-1/2 OR 3 DIA. SCHEDULE 40 GALVANIZED PIPE.
 3.3 CORNER POSTS SHALL BE SET WITH ONE INCH (1") OF DIMENSIONS INDICATED ON THE SITE PLAN.
 3.4 FENCE POSTS SHALL BE VERTICALLY PLUMB IN ALL PLACES WITHIN 1/8" (3.18) IN 12'.
 3.5 CORNER AND GATE POST FOUNDATIONS SHALL BE A MINIMUM 12" DIA. (305) DEEP OR SIX INCHES (152) BELOW THE FROST LINE, WHICHEVER IS GREATER, WITH MINIMUM THREE INCH (76) CLEARANCE BETWEEN BOTTOM OF POST AND BOTTOM OF THE HOLE.
 3.6 GATE POST FOUNDATIONS SHALL BE SIXTEEN INCHES (406) IN DIAMETER. INTERMEDIARY POSTS FOUNDATIONS SHALL BE TEN INCHES (254) IN DIAMETER.
 3.7 LINE POSTS BETWEEN CORNER AND GATE POSTS SHALL BE EQUALLY SPACED WITH AN EIGHT FOOT (2.4) MAXIMUM SPACING. GATE POST LOCATIONS SHALL BE IN ACCORDANCE WITH SITE PLAN AND SHALL BE VERIFIED WITH THE PROJECT MANAGER.
 3.8 ALL POSTS SHALL BE CARVED.

4.0 FENCE ENCLOSURE:
 4.1 ENCLOSURE BACKING SHALL TO CONSIST OF TWO INCH (51) BY FOUR INCH (102) NOMINAL CEDAR PLANKS. ALL CEDAR TO HAVE CLEAR CEDAR WOOD SEALER FINISH (ANTI-GRAYTTI COATED).
 4.2 ENCLOSURE BOARDS TO BE HEAVY DUTY ONE INCH (25) BY SIX INCH (152) NOMINAL CEDAR PLANKS. ALL CEDAR TO HAVE CLEAR CEDAR WOOD SEALER FINISH (ANTI-GRAYTTI COATED).
 4.3 ALL ENCLOSURE BOARDS TO BE SECURED TO FENCE POSTS WITH MANUFACTURER APPROVED HARDWARE. CONTRACTOR TO FOLLOW MANUFACTURER RECOMMENDATIONS AND SPECIFICATIONS.
5.0 GATE:
 5.1 LOCATION OF GATE SHALL CONFORM TO THE SITE PLAN. GATE SIZE SHALL BE 12' 0" WIDE (UNLESS OTHERWISE NOTED).
 5.2 GATE FRAME TO BE CONSTRUCTED OF TWO INCH (51) WELDED STEEL WITH HEAVY DUTY FINISHES. CONTRACTOR TO FOLLOW MANUFACTURER RECOMMENDATIONS AND SPECIFICATIONS.
 5.3 GATE HINGES SHALL PROVIDE FOR 180 DEGREE RANGE. GATE SWING: ANY HINGE NUTS SHALL BE ON THE INSIDE AND DOUBLE END TO DETAIL LINE, INCHES DEEP.
 5.4 GATE SHALL BE INSTALLED PLUMB AND SHALL OPEN AND CLOSE FREELY.
 5.5 GATE POSTS SHALL NOT BE SHARE AS A CORNER POST.

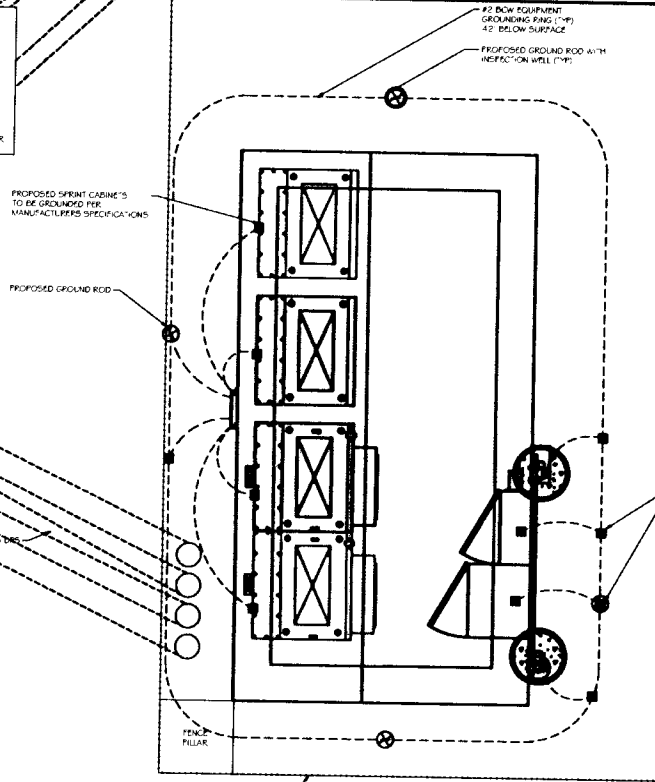
NOTE:
 ALL FENCE MATERIAL AND CONSTRUCTION BY OTHERS.



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 User: sramaker Plot: 17915 Prairie Water Tank.dwg Date: 04/09/2012 Time: 11:40am

GROUNDING SCHEDULE

●	EXISTING CONNECTION
○	GROUND ROD
⊙	GROUND ROD WITH REFLECTION WELL
—	#2 AWG SOLID, BARE, TINNED COPPER



NOTE
 1/2" GFS COAX CONDUIT TO BE GROUNDED TO MASTER GROUND BAR AT EQUIPMENT PLATFORM

- GROUNDING NOTES:**
1. ALL DOWN CONDUCTORS AND GROUND RING CONDUCTOR SHALL BE #2 AWG, SOLID, BARE, TINNED COPPER. LINO ALL CONNECTIONS TO GROUND RING SHALL BE EXOTHERMICALLY WELDED. CONDUCTOR SHALL BE A MINIMUM DEPTH BELOW GRADE OF 48 INCHES OR TO THE LEGS. MINIMUM BEND RADIUS SHALL BE 6 INCHES. CONDUCTOR SHALL BE AT LEAST 24 INCHES FROM ANY FOUNDATION, LINO.
 2. ELECTRICAL SERVICE GROUND ROD SHALL BE COPPER CLAD STEEL, HARDER, TAB, BRCO OR EQUIVALENT.
 3. WHERE MECHANICAL CONDUCTOR CONNECTIONS ARE SPECIFIED, BOLTED, COMPRESSION-TYPE CLAMPS OR SPLIT-BOLT TYPE CONNECTORS SHALL BE USED.
 4. GROUND OFF GALVANIZING IN AFFECTED AREA. EXOTHERMICALLY WELD #2 CONDUCTOR AT 6 INCHES ABOVE GRADE OR FOUNDATION, WHICHEVER IS HIGHER. COLD-GALV AFTER. EXOTHERMICALLY WELD OTHER END TO GROUND.
 5. GROUND CONDUCTORS ON EXTERIOR WALL OF SHELTER SHALL BE ENCASED IN 1" PVC CONDUIT TO GRADE. MOUNT PVC WITH GALVANIZED "C" CLAMPS. SEAL TOP ENDS.
 6. FOLLOWING COMPLETION OF WORK, CONDUCT GROUND TEST. SUBMIT WRITTEN TEST TO PROJECT MANAGER.
 7. ALL GROUNDING WORK SHALL COMPLY WITH CARRIERS' STANDARDS.



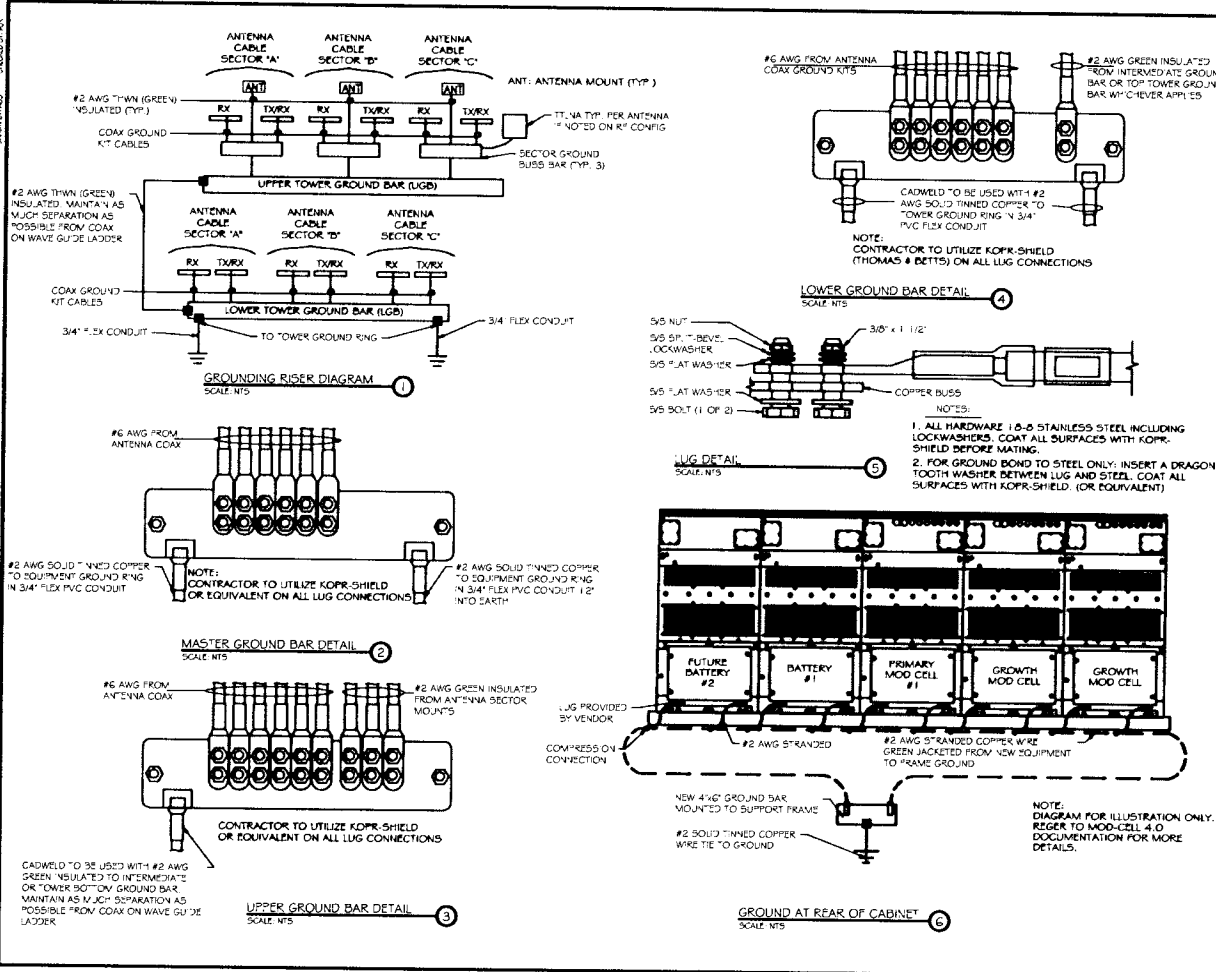
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 Phone: 608-843-4100 Fax: 608-843-7999
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Sprint
 400 WEST GRAND AVENUE
 ELKHURST, IL 60128

DATE	DESCRIPTION
03/20/2012	REV 0
PROJECT TITLE: PRAIRIE WATER TANK MLG0XC620	
PROJECT INFORMATION: 2029 PRAIRIE ROAD MADISON, WI 53711 (DANE COUNTY)	
SHEET TITLE: GROUNDING PLAN	
SCALE: 1" = 2'-0"	
DATE	TIME
JULY	17:15
G-1	

GROUNDING PLAN
 SCALE: 1" = 2'-0"

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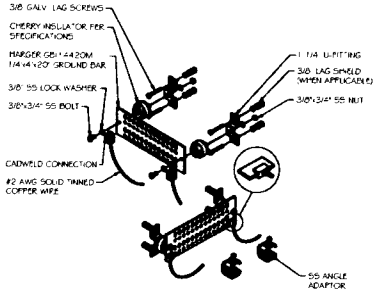
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400 WEST GRAND AVENUE
 ELKHART, IN 46516

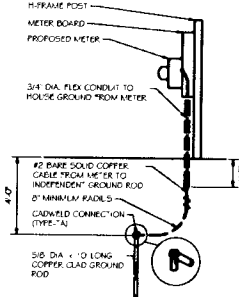
Comments List	
NO.	DESCRIPTION

PRAIRIE WATER TANK MLG0XC628	
PROJECT INFORMATION: 2029 PRAIRIE ROAD WADSWORTH, WI 53171 (DANE COUNTY)	
GROUNDING DETAILS	
SCALE: NONE	
DATE: 17915	DATE: 05/20/2012
DRAWN: G-2	SCALE: NONE

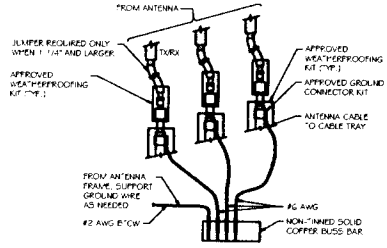
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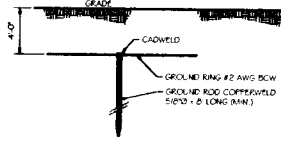
STANDARD GROUND BAR DETAIL
SCALE: NTS



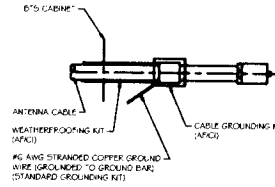
METER GROUNDING DETAIL
SCALE: NTS



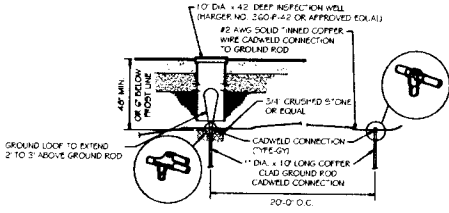
CONNECTION OF GROUND WIRES TO TOP GROUND BAR (UGB)
SCALE: NTS



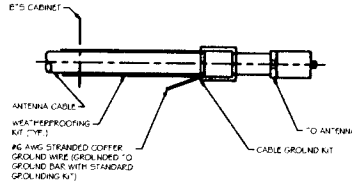
TYPICAL GROUND ROD DETAIL
SCALE: NTS



CONNECTION OF CABLE GROUND TO GPS ANTENNA CABLE
SCALE: NTS



GROUND ROD WITH INSPECTION WELL
SCALE: NTS



CONNECTION OF CABLE GROUND KIT TO ANTENNA CABLE
SCALE: NTS

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400 WEST GRAND AVENUE
ELMHURST, IL 60126

DATE	DESCRIPTION	DATE	SCALE
05/20/12	REV. 0	05/20/2012	
05/19/12	COMPOUND AREA ACCORDED		
05/17/12	COMPOUND AREA ACCORDED		

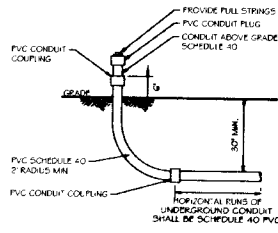
PROJECT TITLE: PRAIRIE WATER TANK ML60XC628
 PROJECT INFORMATION: 2629 PRAIRIE ROAD MADISON, WI 53711 (DADE COUNTY)
 SHEET TITLE: GROUNDING DETAILS
 SCALE: NONE
 NUMBER: 17915
 DATE: G-3

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 3/24/03 BY: AJS
 Project No. 03-00012
 Date: 03/20/01
 Scale: None
 E-2

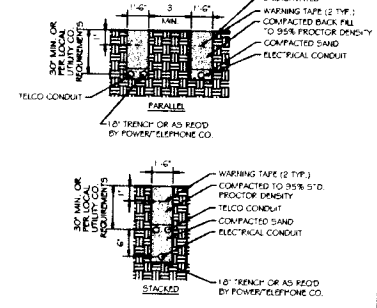
ANTENNA CABLE # ACCESSORY NOTES # REQUIREMENTS

- GENERAL: PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR RECEIVING, INSTALLING, TESTING, AND ADJUSTING ANTENNA CABLES FROM THE ANTENNA TO THE CONNECTIONS AT THE BTS CABINET. THIS SHALL INCLUDE ALL EQUIPMENT SHOWN OR REQUIRED FOR A COMPLETE OPERATING SYSTEM, ANTENNA, ANTENNA CABLES, CONNECTORS, AND FITTING SHALL BE THIRD PARTY FURNISHED COMPONENTS AS SHOWN ON THE BILL OF MATERIALS.
- MATERIALS
 - ANTENNA CABLES: AS SCHEDULED
 - ANTENNA CONNECTORS: AS SCHEDULED
 - GROUNDING KITS: AS SPECIFIED
- INSTALLATION
 - ANTENNA CABLE LENGTHS SHALL BE FIELD MEASURED.
 - CABLES SHALL BE LABELED IN ACCORDANCE WITH SPRINT ELECTRICAL MATERIALS AND METHODS SPECIFICATIONS.
 - THE MINIMUM BENDING RADIUS FOR ALL ANTENNA CABLES SHALL BE AS SHOWN BELOW OR PER THE MANUFACTURER, WHICHEVER IS MORE CONSERVATIVE.

CABLE	ANDREWS	CABLE	COMMSCOPE
1/2"	5"	1/2"	4"
7/8"	10"	7/8"	8"
1-1/4"	15"	1-1/4"	15"
1-5/8"	20"	1-5/8"	15"
2-1/4"	25"	2-1/4"	...
 - CABLES SHALL BE INSTALLED WITH THE MINIMUM NUMBER OF BENDS. CABLES SHALL NOT BE LEFT UNTERMINATED IN THE FIELD.
 - GROUNDING KITS: AFTER INSTALLATION OF GROUND STRIPS, THE CONNECTIONS SHALL BE MADE WEATHER TIGHT USING WEATHERPROOF KITS. WEATHERPROOFING SHALL BE ACCOMPLISHED FOLLOWING THE ELECTRICAL MANUFACTURER'S RECOMMENDATION (ELECTRICAL TAPE - MASKING TAPE - ELECTRICAL TAPE). GROUND PIGTAILS SHALL BE BROUGHT OUT IN THE DOWNWARD DIRECTION FROM THE CONNECTION TO THE ANTENNA CABLE WITHOUT ANY SHARP BENDS (MINIMUM RADIUS 10") AND CONNECTION SHALL BE MADE TO GROUNDING SYSTEM.
 - "2P TIES" SHALL NOT BE USED.



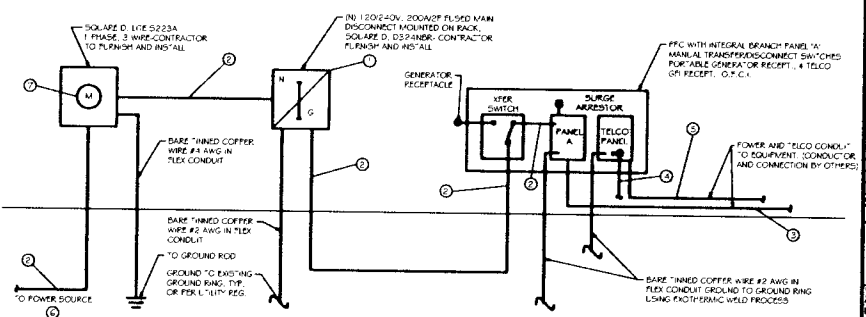
UTILITY STUB-UP DETAIL
SCALE: NTS



POWER/TELECO TRENCH DETAIL
SCALE: NTS

FEEDER SCHEDULE

- RACK MOUNTED 240V, 200A/2P, FUSED MAIN DISCONNECT IN NEMA 3R ENCLOSURE. FUSE DISCONNECT AT 200 AMPS.
- (3) #3/0 AWG + #4 GND IN 3" CONDUIT, 50ft. 40 PVC BELOW GRADE (2" RIG ABOVE GRADE)
- (3) #2 AWG + #6 GND IN 2" PVC CONDUIT W/PULL ROPE.
- 1-1/2" METALLIC FLEX WITH PULLSTRING TO TELECO PANEL AT UTILITY RACK. COORDINATE TERMINATION LOCATION WITH CONSTRUCTION MANAGER.
- 1-1/2" METALLIC FLEX WITH PULLSTRING.
- PROVIDE NEW ELECTRICAL SERVICE ENTRANCE CONDUCTORS. COORDINATE TERMINATION REQUIREMENTS WITH UTILITY COMPANY (LOCAL UTILITY CO.). THE COST ASSOCIATED WITH METER AND CTS SHALL BE THE RESPONSIBILITY OF SPRINT. COORDINATE REQUIREMENTS WITH LOCAL UTILITY CO. (100, 200 AMP CAPACITY, IF NECESSARY)
- NEW ELECTRICAL SERVICE METER, NEW METER AND CTS TO BE PROVIDED BY UTILITY COMPANY (LOCAL UTILITY CO.). THE COST ASSOCIATED WITH METER AND CTS SHALL BE THE RESPONSIBILITY OF SPRINT. COORDINATE REQUIREMENTS WITH LOCAL UTILITY CO. (100, 200 AMP CAPACITY).



GENERAL NOTE:
GENERAL CONTRACTOR TO RUN POWER AND TELECO CONDUITS FROM PFC TO BTS.

ELECTRICAL RISER DIAGRAM
SCALE: NTS

PANEL 'A' (PFC)
200A, MAIN, 240V/1, 20V, 1, 3W, 60HZ (10,000 AIG (MIN))

BTS EQUIPMENT	50	1	7	GO	SURGE SUPPRESSOR
BTS EQUIPMENT	2P	2	6	2P	SURGE SUPPRESSOR
SPACE	3	3	3	3	SPACE
SPACE	4	10	4	4	SPACE
LIGHT	15	5	11	10	HEATER
FAN	10	6	12	15	TELECO GH

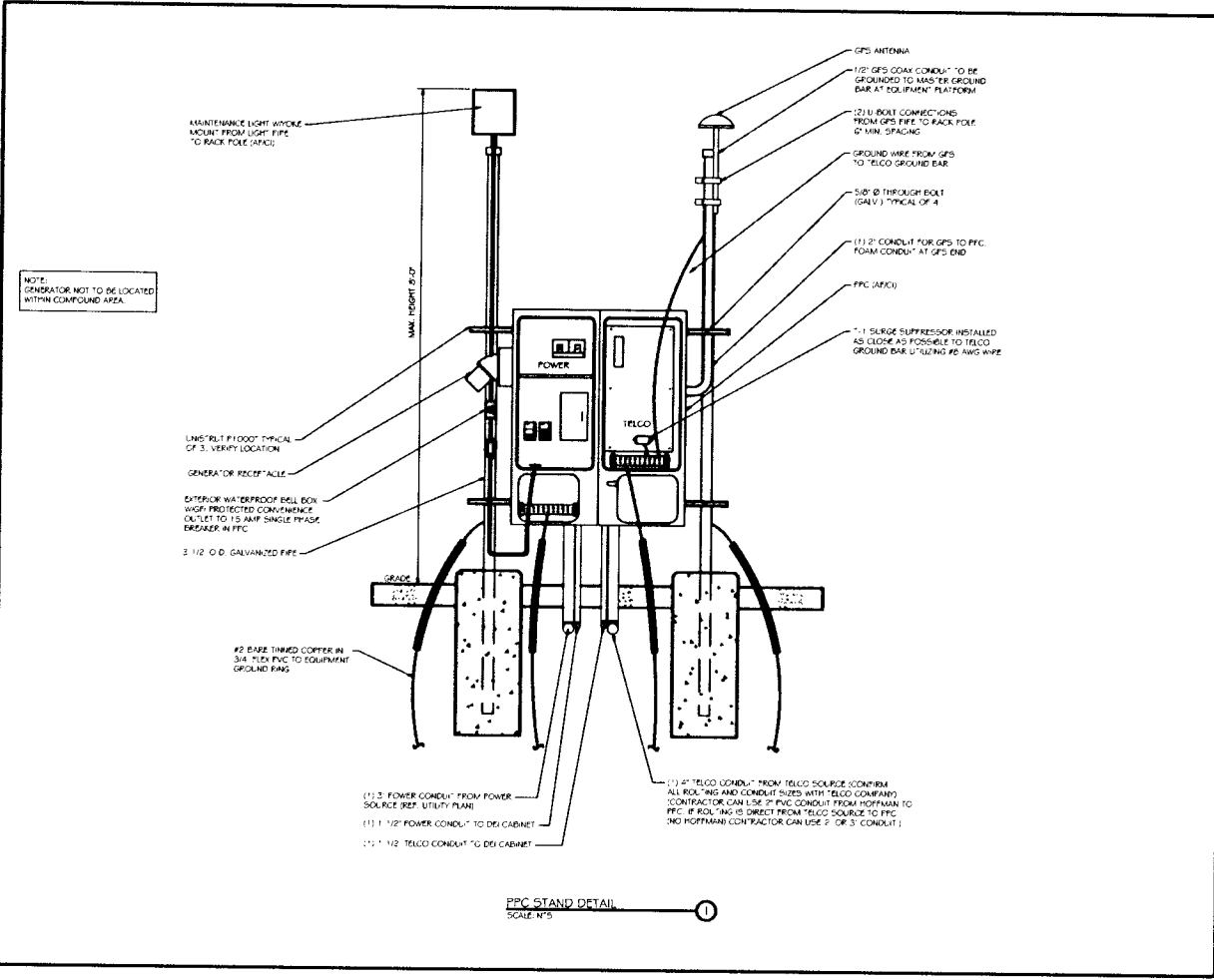
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NO.	DATE	DESCRIPTION
0	3-20-01	REV. 0 DRAWING
1	3-23-01	COORDINATE AND REVISION
2	3-27-01	COORDINATE AND REVISION
3	3-27-01	COORDINATE AND REVISION
4	3-27-01	COORDINATE AND REVISION
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49	3-27-01	COORDINATE AND REVISION
50	3-27-01	COORDINATE AND REVISION

PROJECT TITLE: PRAIRIE WATER TANK MLG0XC20
 PROJECT INFORMATION: 2029 PRAIRIE ROAD MADISON, WI 53711 (DANE COUNTY)
 SCALE: NONE
 DATE: 17915
 E-2

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 C:\Users\jms\Documents\Projects\17915 Prairie Water Tank\17915_Prairie Water Tank\CD_Arch\17915_Prairie Water Tank.dwg
 Produced by: Jackson on Apr 03, 2012, 1:46pm



R

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400 WEST GRAND AVENUE
ELMHURST, IL 60126

NO.	DATE	DESCRIPTION	DATE	REVISION
0	3-20-12	REV. 0 DRAWING		
1	3-15-12	COMPOUND AREA MODIFIED		
2	3-17-12	COMPOUND AREA MODIFIED		

PROJECT TITLE: **PRAIRIE WATER TANK ML60XC628**

PROJECT INFORMATION:
2029 PRAIRIE ROAD
MADISON, WI 53711
DAIRE COUNTY

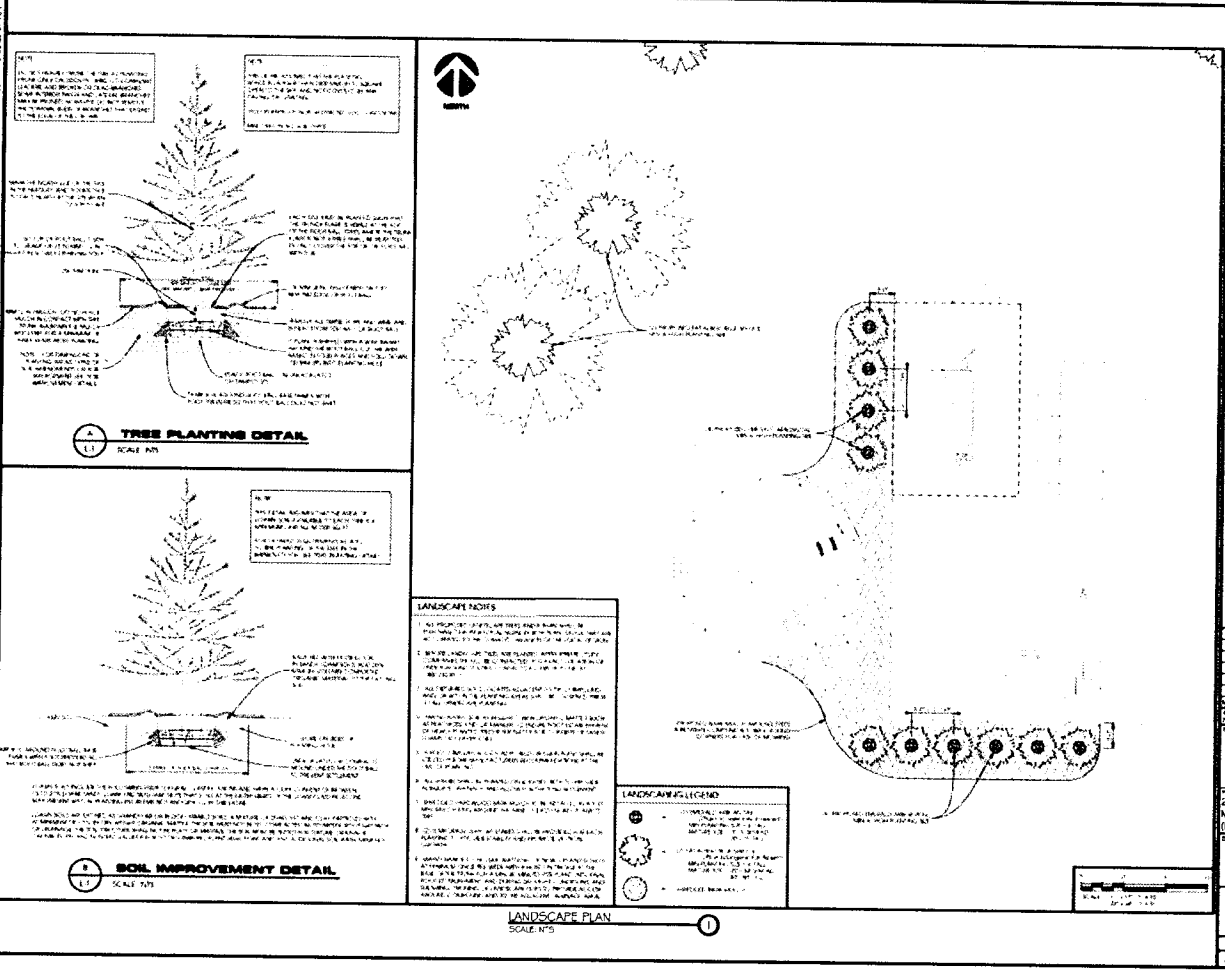
ELECTRICAL DETAILS

SCALE: NONE

DATE	17915
SHEET	E-3

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 Project: 2029 PRAIRIE ROAD, MADISON, WI 53711. Prepared by: JMS, Date: 03/20/12.



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PROJECT INFORMATION:
 2029 PRAIRIE ROAD
 MADISON, WI 53711
 (DADE COUNTY)

SHEET TITLE:
 LANDSCAPE PLAN
 (BY OTHERS)

SCALE: NONE

DATE	17915
BY	L-1

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

DOCUMENT #**5275487**

10/13/2016 8:14 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 43

LICENSE

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

This License is entered into this 4th day of October, 2016, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin ("City"), and **Verizon Wireless Personal Communications LP**, a Delaware limited partnership, d/b/a Verizon Wireless ("Licensee").

1. **Premises.** The City hereby grants to the Licensee the right to place telecommunications equipment on the City-owned water tower ("Tower") located at 2829 Prairie Road, Madison, Wisconsin, and to erect a shelter for housing telecommunications equipment ("Shelter") on land near the base of the Tower ("Land") together with the non exclusive right of vehicular and pedestrian ingress and egress via the existing driveway and twenty (20) foot wide "Access Easement" extending from the driveway to the Shelter, as denoted in attached Exhibit B. The Tower, Land, and Access Easement 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 five (5) years, subject to early revocation or termination pursuant to the terms of this License. This License shall commence as of October 10, 2016 ("Effective Date") and expire on October 9, 2021.
3. **Renewal.** This License may be renewed for three (3) subsequent five (5) year terms upon agreement of the parties. If the Licensee desires to renew this License, the Licensee must give notice in writing to the City a minimum of one hundred eighty (180) days prior to the expiration of the initial term or any renewal term, by the mailing of a notice by certified mail, return receipt requested, or by personal delivery to the City's Economic Development Division at the address 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.
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.

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

Tax Parcel No.: 251-0608-014-0501-5

5. Use. The Licensee's use of the Premises shall be limited to the placement, construction, operation, maintenance, repair, replacement and removal of the Shelter and of nine (9) antennas and ancillary telecommunications equipment (collectively, "Equipment") on the Tower, together with wiring and conduit as necessary to connect the Equipment to the Shelter and to provide necessary utility service thereto. The Equipment and Shelter are more fully described on Exhibit C which is attached hereto and incorporated herein by reference. The Licensee shall have the right to place an additional three (3) antennas on the Tower at any time during the term of this License, subject to the provisions of Paragraph 8. 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 shall be deemed to take possession of the Premises on the date that the Licensee begins installation of the Equipment or Shelter. 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 Fee. The Licensee shall pay to the City a one-time administrative fee of Two Thousand and no/100 Dollars (\$2,000.00), the receipt of which is hereby acknowledged by the City, as payment of the City's costs of negotiating and processing this License. In addition to the License administrative fee, the Licensee shall pay to the City an administrative fee of Two Thousand and no/100 Dollars (\$2,000.00) for each subsequent amendment to this License, if any.
8. License Fee. The Licensee shall pay to the City an annual fee ("License Fee") of Twenty-six Thousand and no/100 Dollars (\$26,000.00) 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 first payment shall be due within sixty (60) days of the Effective Date. 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, and sent or personally delivered to the City's Community and Economic Development Unit at the address specified in Paragraph 26. In the event the Licensee, in accordance with Paragraph 5, places three (3) additional antennas on the Tower, the annual License Fee payable thereafter shall increase by an amount equal to Two Thousand Five Hundred Dollars (\$2,500), (indexed at a rate of four percent (4%) annually, calculated retroactively for each full year since the Effective Date). Such additional License Fee shall become payable effective upon the installation of the additional antennas and shall be prorated for any partial year.
9. Interference.

The Licensee's installation, operation, and maintenance of the Equipment and Shelter shall not damage or interfere in any way the City's Tower operations or related repair and maintenance

activities or with such activities of other licensees. The Licensee agrees to cease all such actions which materially interfere with the City's use of the Tower immediately upon actual notice of such interference, provided however, in such case, the Licensee shall have the right to terminate the License. The City, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve the Premises in connection with Tower operations as may be necessary, including licensing part of the Tower and/or the Property 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 additional repair, maintenance, alteration or improvement costs which the City incurs as a result of the Licensee's Equipment being located on the Tower. The City shall attempt to minimize, at no additional expense to the City, any disturbance to the Licensee's operations during such repairs, maintenance, alterations or improvements. Should the City's activities interfere with the Licensee's operation, the City shall, if feasible, allow the Licensee to install temporary facilities, at its sole cost, on the Property until such activities are completed.

Before approving the placement of the Equipment, the Licensee shall provide to the City, at the Licensee's expense, an interference study indicating whether the Licensee's intended use will interfere with any existing communications facilities on the Tower and an engineering study indicating whether the Tower is able to structurally support the Licensee's Equipment without prejudice to the City's primary use of the Tower.

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

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

The Licensee's use and operation of its Equipment shall not interfere with the use and operation of other communication facilities on the Tower which pre-existed the Licensee's Equipment. If the Licensee's Equipment causes interference, the Licensee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference

cannot be eliminated within five (5) days after the Licensee has actual notice of this interference, the Licensee shall immediately cease operating its Equipment until the interference has been eliminated (except for periodic testing pursuant to FCC regulations and generally accepted industry standards). If the interference cannot be eliminated within thirty (30) days, the Licensee shall have the right to terminate this License. If the interference cannot be eliminated within one hundred twenty (120) days, the City may revoke this License. In the event of termination or revocation of the License under this Paragraph, any License Fee that has been prepaid for the period following the termination or revocation shall be prorated on a per diem basis and refunded to the Licensee.

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 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 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. The City may limit the use of existing structural penetrations and may limit the size and location of any proposed structural penetrations. This penetration limit may require the Licensee to reroute, resize, or eliminate some cable to meet the needs of the City.
- c. No exterior storage of materials, 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 plans and specifications for the Shelter shall be subject to the prior written approval of the City of Madison Water Utility's General Manager.
- e. The Licensee shall be responsible for maintaining the Equipment and the Shelter.
- f. The City shall not be liable for any damage to the Equipment or the Shelter occasioned by water, snow, or ice.
- g. The Licensee shall have non-exclusive, unlimited access, 24 hours a day, 7 days a week, 365 days a year, to the Shelter. Access to the Tower shall be provided to the Licensee at all times upon notice to the City. The Licensee shall arrange for access to the Tower by contacting the City's Water Works Operator at (608) 266-4665. At all times during which the Licensee has access to the Tower, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Tower are properly secured in order to prevent unauthorized access to the Tower. The Licensee shall be assessed a penalty of Two Thousand and no/100 Dollars (\$2,000.00) for each instance of non-compliance with the requirements of this Subparagraph.

- h. Any modifications to the Equipment or Shelter shall be subject to the written approval of the City and any other required governmental approvals before the Licensee may begin the modification of the Equipment or Shelter. The City shall have a minimum of thirty (30) days to review and comment on the Licensee's submission of requested modifications. Notwithstanding any provision of this Subparagraph to the contrary, without obtaining the City's prior consent, the Licensee shall have the right to: (i) make additions, alterations or improvements to the Licensee's equipment housed within the Shelter; and (ii) replace any or all of its Equipment installed on or about the Tower with replacement equipment of the same kind, which is reinstalled in the same place and position and is of the same size and weight as the replaced Equipment.
 - i. In the event the City requires the expertise of a third party engineer/consultant to review the installation of the Licensee's Equipment and/or Shelter or any future modifications to the Licensee's Equipment and/or Shelter, the Licensee shall be required to reimburse the City of Madison Water Utility ("MWU") for costs incurred by 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 thirty (30) days after MWU sends the Licensee an invoice for the same together with reasonable supporting documentation evidencing such fees.
 - j. The Equipment and Shelter shall remain the exclusive property of the Licensee.
 - k. The Licensee shall in no way encumber, or allow to be encumbered, the City's title to the Premises.
 - l. Within thirty (30) days following the installation of the Equipment and Shelter, the Licensee shall provide the City with an as-built survey showing the actual location of the Equipment and Shelter installed on the Land and Tower. Said survey shall be accompanied by a complete and detailed inventory of all Equipment installed on the Land and Tower.
 - m. 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.
 - n. The Licensee agrees to join and maintain membership in Diggers Hotline and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this License.
13. Destruction of Premises. If the Tower is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the City shall have the option to repair or replace the

Tower at its sole expense or to revoke the License effective on the date of such damage or destruction. In the event the City revokes the License, the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunications operations for a period not to exceed one (1) year, unless otherwise agreed to by the City and the Licensee. If the City elects to repair or replace the Tower, the annual License Fee shall be abated until such repair or replacement is completed and any prepaid License Fee for such abatement period shall be a credit against the License Fee for the following year. During the abatement period the Licensee may install, at its sole expense, temporary facilities to allow the continuation of its telecommunication operations. Said temporary facilities shall not interfere with the City's repair or replacement activities. If the City undertakes such repair or replacement but cannot complete the same within a reasonable period of time, which shall not be less than sixty (60) days and not greater than two hundred seventy (270) days, after the damage or destruction occurred, the Licensee may terminate the License upon written notice to the City, effective as of the date that the damage or destruction occurred. In such event, the Licensee shall have no further obligations under this License (except any obligations that by their nature or by their language survive termination). In the event of revocation or termination of the License under this Paragraph, any License Fee that has been prepaid for the period following the revocation or termination shall be prorated on a per diem basis and refunded to the Licensee. The restoration of City services shall be given the highest priority in the event that any of the City's services and the Licensee's telecommunication services are interrupted at the same time, unless otherwise agreed to by the City and the Licensee at the time of restoration.

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 prorata square foot basis as the area of the Premises bears in relation to the Property with respect to the Land and for all taxes imposed on the full value of the Licensee's improvements, if any, constructed on the Land.
- b. 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 and Shelter.

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, except for that caused by the sole negligence or willful misconduct 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 commercial general 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 of the policy during the term of this License. As evidence of this coverage, the Licensee shall furnish the City with a certificate of insurance on a form approved by the City, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this License is in effect, the Licensee shall provide a renewal certificate to the City for approval.
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 without the City's consent 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 a 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 estate 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 ceases 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.

- (2) In the event that the Licensee shall fail to maintain insurance as required by this License, the City may elect to: (a) immediately revoke this License and cause the removal of all Equipment installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this License and charge the Licensee the cost of same as an additional fee. In the event of revocation under this Subparagraph, any License Fee that has been prepaid shall be retained by the City.
- (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 following the expiration of the first renewal term, by giving the Licensee a minimum of one (1) year's prior written notice of revocation in the event the Premises, in the sole discretion of the governing body of the City, are desired for any public purpose or use, which use shall exclude the Licensee's permitted use under this License and any similar private use by any additional telecommunications provider. Any License Fee that has been prepaid for the period following the date the Equipment is relocated shall be prorated on a per diem basis and refunded to the Licensee. In the event of revocation under this Subparagraph, the City shall use its best efforts to provide the Licensee with a satisfactory alternate location on City-owned property which would allow for comparable telecommunications coverage.

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.

- b. The Licensee shall have the right to terminate this License at any time during the initial term of this License or any renewal terms by giving the City a minimum of one (1) year's written notice of termination. In the event of termination under this Subparagraph, the date of termination must coincide with the anniversary of the Effective Date.
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 federal government and any other governmental authority having jurisdiction over the Premises. The Licensee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Licensee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
 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.
 23. Removal and Disposal of Personal Property. The Licensee shall, at its sole cost, remove from the Premises all Equipment installed by the Licensee. The Licensee shall also repair any damages it causes to the Land and Tower to a condition equivalent to that which existed prior to the date that the Licensee first occupied the Land and Tower, except any loss incurred under

Paragraph 13. Removal of Equipment and repair of the Land and Tower shall be accomplished within sixty (60) days of expiration, revocation or termination of this License, except as may be adjusted by the City to allow for winter conditions. The expiration or termination of this License shall not become effective until removal and repair have been accomplished to the satisfaction of the City, however, during such removal and repair period the Licensee's right to use the Premises shall be limited to removal and repair activities. In the event the Licensee fails to accomplish said removal and repair, the City may cause the removal and repair to be accomplished at the Licensee's expense and with no liability or cost to the City. The City may waive or alter this removal and repair requirement if, at its sole discretion, it so chooses. Any such waiver or alteration shall not reduce the time allowed for the removal or repair activities or place conditions on the Licensee which are greater than those provided in this Paragraph. To ensure compliance under this Paragraph, the Licensee shall keep in effect throughout the term of this License a surety bond in the amount of \$5,000 with performance payment and maintenance clauses payable to the City.

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 Shelter or the Equipment without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the City) at any reasonable time for the following purposes:

- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this License or in the exercise of its police powers.
 - b. For the purpose of performing work related to any public improvement, provided that the City restore the Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Licensee agrees to hold the City harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement.
26. Notices. All notices to be given under the terms of this License shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For the City: City of Madison
 Economic Development Division
 Office of Real Estate Services
 Madison Municipal Building
 215 Martin Luther King, Jr. Boulevard
 P.O. Box 2983
 Madison, WI 53701-2983

For the Licensee: Verizon Wireless Personal Communications LP
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster NJ 07921
 Attn: Network Real Estate

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

- 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 Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinances Section 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 City's Director of Community and Economic Development 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. The entire agreement of the parties is contained herein and this License supersedes any and all oral contracts and negotiations between the parties.

36. Conflict of Interest.

- a. The Licensee warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this License.
- b. The Licensee shall not employ or contract with any person currently employed by the City for any services included under the provisions of this License.

37. 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.

38. 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.

39. 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.


40. 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.

41. Public Record. This License will be recorded, at the Licensee's expense, at the office of the Dane County Register of Deeds after it is executed by the parties.

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

**Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless**

By:

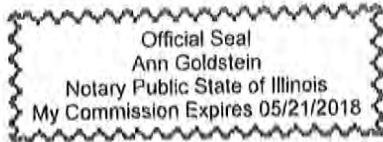


Larry W. Rick
Director Network Field Engineering

State of Illinois)
)ss.
County of Cook)

Larry W. Rick
Director Network Field Engineering

Personally came before me this 26 day of Sept., 2016,
of the above named Verizon Wireless Personal Communications LP, d/b/a
Verizon Wireless, a Delaware limited partnership, known to be the person who executed the above
foregoing instrument and Area Vice President Network of said limited partnership, and
acknowledged that he/she executed the foregoing instrument as such Area Vice President Network
as the deed of said limited partnership by its authority.



Ann Goldstein
Notary Public, State of IL
Ann Goldstein
Print or Type Name
My Commission: _____

CITY OF MADISON

By: Paul R. Soglin
Paul R. Soglin, Mayor

By: Maribeth Witzel-Bell
Maribeth Witzel-Bell, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 4th day of October, 2016, the above named
Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the
person who executed the foregoing instrument and acknowledged the same.

Shirine Brey
Notary Public, State of Wisconsin
Shirine Brey
Print or Type Name
My Commission: 6/9/16

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this 29 day of September, 2016, the above named Maribeth Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

JENNIFER S. HAAR
NOTARY PUBLIC
STATE OF WISCONSIN

Jennifer S Haar
Notary Public, State of Wisconsin
Jennifer S Haar
Print or Type Name
My Commission: 2-2-2019

Approved:

David Schmiedicke
David Schmiedicke
Finance Director

10/2/16
Date

Approved:

Eric Veum
Eric Veum
Risk Manager

10/3/16
Date

Approved as to form:

Michael P. May
Michael P. May
City Attorney

10/4/16
Date

Execution of this License by the City of Madison is authorized by Resolution Enactment No. 16-00614, File ID No. 43876, adopted by the Common Council of the City of Madison on September 6, 2016.

Drafted by the City of Madison Office of Real Estate Services

Project No. 10283

EXHIBIT A

Legal description of the Property

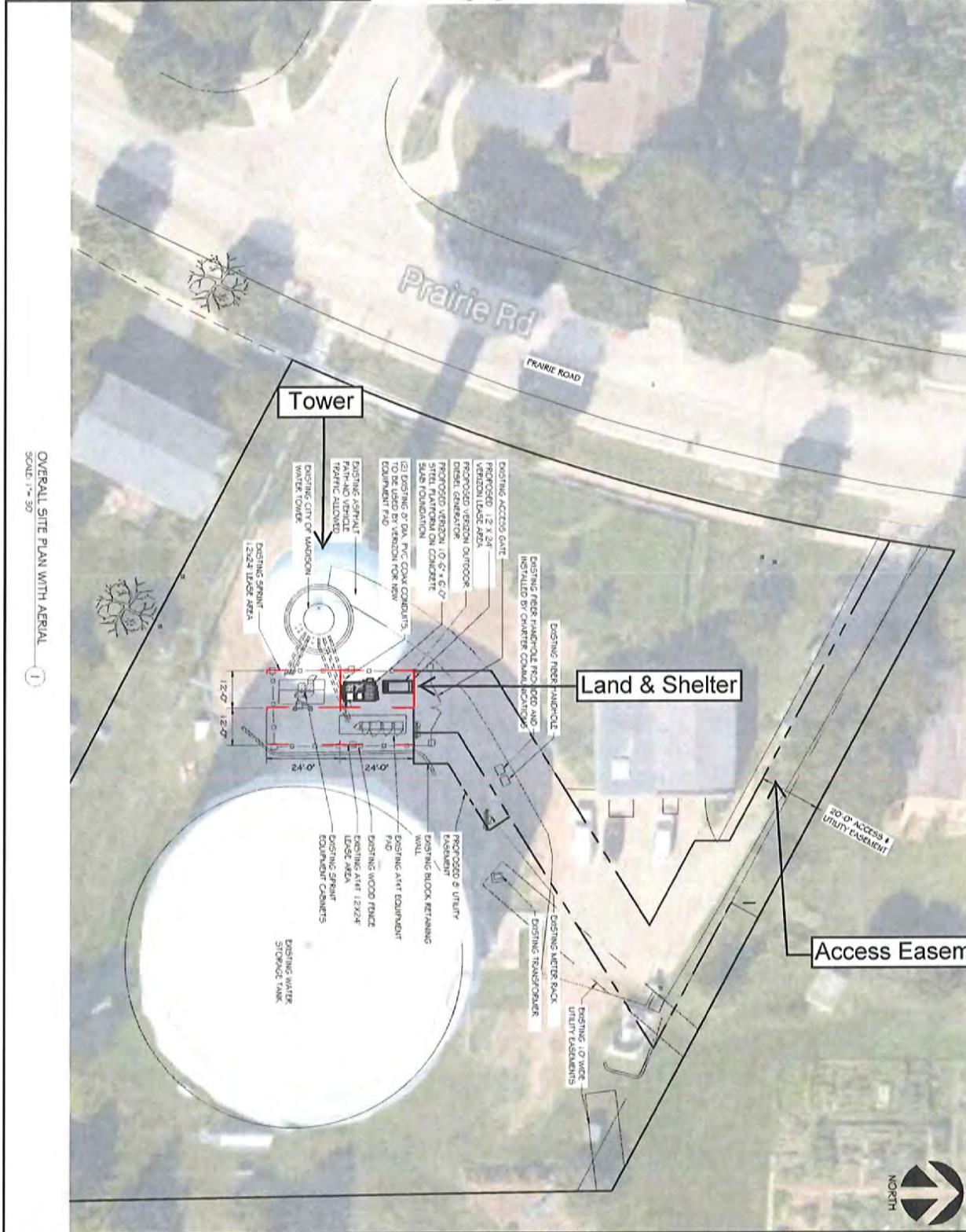
Lot 1078, Hill View Addition to Meadowood, City of Madison, Dane County, Wisconsin.

EXHIBIT B

(page 1 of 2)

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OVERALL SITE PLAN WITH AERIAL
 SCALE: 1" = 30'

1



		RAMAKER & ASSOCIATES, INC. 855 Community Drive, Suite C-10, WI 53183 Phone: 608-643-4100 Fax: 608-643-7999 www.Ramaker.com	
1515 WOODFIELD ROAD SCHALMABURG, IL 60173		PROJECT NO: 26692 DATE: 08/08/2016	
PROJECT: WHITNEY WAY 2029 PRAIRIE ROAD MADISON, WI 53711 DANE COUNTY		SHEET TITLE: OVERALL SITE PLAN WITH AERIAL	
SCALE: 1" = 30' 1" = 15' 2" = 30' 1" = 15'		SHEET: A-0	

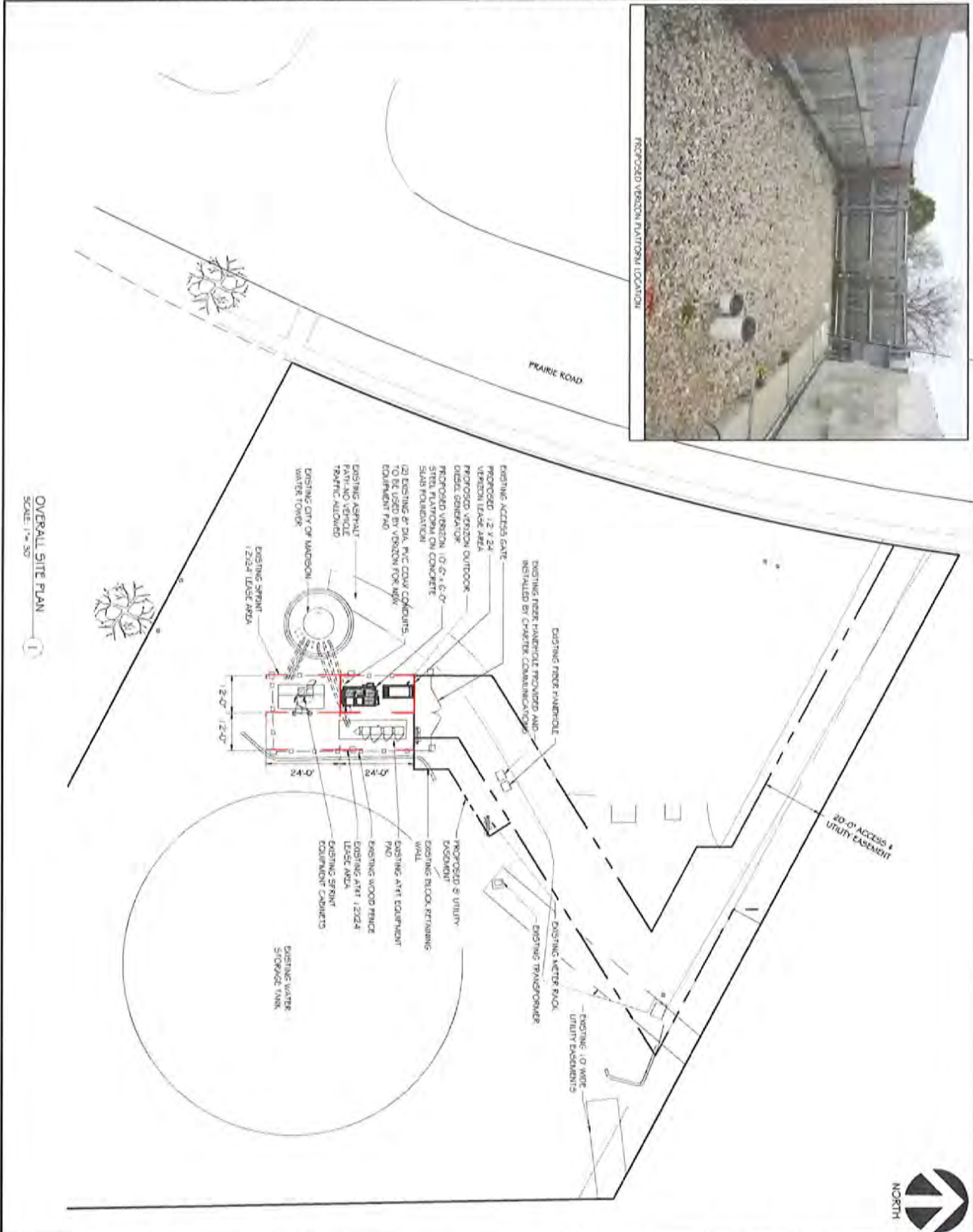
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EXHIBIT B

(page 2 of 2)

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OVERALL SITE PLAN
 SCALE: 1" = 30'
 1



<p>1515 WOODFIELD ROAD SCHLAUBURG, IL 60173</p>		<p>855 Community Drive, Sauk City, WI 53583 Phone: 608-643-4100 Fax: 608-643-7999 www.Ramaker.com</p>	
<p>WHITNEY WAY</p> <p>PROJECT INFORMATION: 2629 PRAIRIE ROAD MADISON, WI 53711 DANE COUNTY</p> <p>CHEET TITLE: OVERALL SITE PLAN</p>			
<p>DATE: REV: 0 DRAWN BY: ABS CHECKED BY: SEW</p>		<p>DATE: OCTOBER 2015 SHEET: 001</p>	
<p>0 15' 30' 60'</p> <p>1" = 30'</p> <p>26892</p> <p>SCALE: 1" = 30'</p> <p>A-1</p>			

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EXHIBIT C

(page 1 of 24)



APPROVED
By Al Larson at 4:46 pm, Jul 27, 2016

Al Larson

Verizon

WHITNEY WAY EXISTING WATER TOWER NEW BUILD

NOTE:
NO WORK PERMITTED WITHOUT AN APPROVED SET OF DRAWINGS ON SITE.

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
DIGGERS HOTLINE 811 OR
1-800-242-8511
WISCONSIN STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

NOTE:
1. CONTACT MADISON WATER UTILITY AT (608) 266-4665 A MINIMUM OF 2 WORKING DAYS PRIOR TO STARTING WORK.
2. SITE SECURITY REMAINS THE RESPONSIBILITY OF THE CONTRACTOR. FAILURE TO SECURE SITE MAY IMPACT ACCESS TO THE SITE. DO NOT LEAVE SITE UNATTENDED AT ANYTIME FOR ANY REASON.

SHEET INDEX

GENERAL:	STRUCTURAL:
1-1 TITLE SHEET	5-1 PLATFORM DETAILS
NOTES	5-2 FOUNDATION DETAILS
5P-1 SPECIFICATIONS	5-3 GROUNDWORK FOUNDATION DETAILS
5P-2 SPECIFICATIONS	ELECTRICAL:
5P-3 SPECIFICATIONS	E-1 UTILITY PLAN
5P-4 SPECIFICATIONS	E-2 UTILITY DETAILS
5P-5 SPECIFICATIONS	E-3 UTILITY DETAILS
5P-6 SPECIFICATIONS	5P-1 GROUNDING PLAN
5P-7 SPECIFICATIONS	5P-2 GROUNDING DETAILS
5P-8 SPECIFICATIONS	5P-3 GROUNDING DETAILS
5P-9 SPECIFICATIONS	5P-4 GROUNDING DETAILS
5P-10 SPECIFICATIONS	5P-5 GROUNDING DETAILS
5P-11 SPECIFICATIONS	5P-6 GROUNDING DETAILS
5P-12 SPECIFICATIONS	5P-7 GROUNDING DETAILS
5P-13 SPECIFICATIONS	5P-8 GROUNDING DETAILS
5P-14 SPECIFICATIONS	5P-9 GROUNDING DETAILS
5P-15 SPECIFICATIONS	5P-10 GROUNDING DETAILS
5P-16 SPECIFICATIONS	5P-11 GROUNDING DETAILS
5P-17 SPECIFICATIONS	5P-12 GROUNDING DETAILS
5P-18 SPECIFICATIONS	5P-13 GROUNDING DETAILS
5P-19 SPECIFICATIONS	5P-14 GROUNDING DETAILS
5P-20 SPECIFICATIONS	5P-15 GROUNDING DETAILS
5P-21 SPECIFICATIONS	5P-16 GROUNDING DETAILS
5P-22 SPECIFICATIONS	5P-17 GROUNDING DETAILS
5P-23 SPECIFICATIONS	5P-18 GROUNDING DETAILS
5P-24 SPECIFICATIONS	5P-19 GROUNDING DETAILS
5P-25 SPECIFICATIONS	5P-20 GROUNDING DETAILS
5P-26 SPECIFICATIONS	5P-21 GROUNDING DETAILS
5P-27 SPECIFICATIONS	5P-22 GROUNDING DETAILS
5P-28 SPECIFICATIONS	5P-23 GROUNDING DETAILS
5P-29 SPECIFICATIONS	5P-24 GROUNDING DETAILS
5P-30 SPECIFICATIONS	5P-25 GROUNDING DETAILS
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5P-54 SPECIFICATIONS	5P-49 GROUNDING DETAILS
5P-55 SPECIFICATIONS	5P-50 GROUNDING DETAILS
5P-56 SPECIFICATIONS	5P-51 GROUNDING DETAILS
5P-57 SPECIFICATIONS	5P-52 GROUNDING DETAILS
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5P-59 SPECIFICATIONS	5P-54 GROUNDING DETAILS
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5P-62 SPECIFICATIONS	5P-57 GROUNDING DETAILS
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5P-95 SPECIFICATIONS	5P-90 GROUNDING DETAILS
5P-96 SPECIFICATIONS	5P-91 GROUNDING DETAILS
5P-97 SPECIFICATIONS	5P-92 GROUNDING DETAILS
5P-98 SPECIFICATIONS	5P-93 GROUNDING DETAILS
5P-99 SPECIFICATIONS	5P-94 GROUNDING DETAILS
5P-100 SPECIFICATIONS	5P-95 GROUNDING DETAILS

PROJECT INFORMATION

SITE DATA:	SITE NAME: WHITNEY WAY
ADDRESS:	2829 PRAIRIE ROAD MADISON, WI 53711
OWNER:	VERIZON
DESIGNER:	RAMAKER & ASSOCIATES, INC. 1515 WOODFIELD ROAD SCHAUMBURG, IL 60173 PH: (800) 242-8511
CONTRACTOR:	VERIZON
DATE:	7/23/2016
SCALE:	NONE
TITLE:	TITLE SHEET

APPROVALS

CONSTRUCTION MANAGER:	_____
DESIGN ENGINEER:	_____
OPERATIONS MANAGER:	_____
INVESTIGATION MANAGER:	_____
REAL ESTATE MANAGER:	_____

VERIZON

1515 WOODFIELD ROAD
SCHAUMBURG, IL 60173

855 Community Drive, Suite C17, WI 53583
Phone: 608-643-4100 Fax: 608-643-7999
www.verizon.com

RAMAKER & ASSOCIATES, INC.

7/23/2016

2829 PRAIRIE ROAD
MADISON, WI 53711
DANE COUNTY

TITLE SHEET

SCALE: NONE

28292

EXHIBIT C

(page 2 of 24)

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NO.	REVISION	DATE	BY	CHKD.
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3	REVISED PERMITS	06/04/2015	MSW	MSW
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100	REVISED PERMITS	06/04/2015	MSW	MSW

WHITNEY WAY


PROJECT LOCATION:
 2025 PRALINE ROAD
 MADISON, WI 53711
 DANE COUNTY

SCALE: NONE

DATE: 26692
 SHEET: SP-1



855 Camryn Dr., Suite 200, Madison, WI 53713
 Phone: 608-543-4100 Fax: 608-663-7999
 www.ramaker.com



1515 WOODFIELD ROAD
 SCHALMABURG, IL 60173

<p>CONDUCTORS AND THE TERMINAL. THE CONDUCTORS SHALL BE CONSTRUCTED TO THE SAME SIZE AND SPECIFICATIONS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. THE CONDUCTORS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:</p> <ol style="list-style-type: none"> 1. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 2. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 3. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 4. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 5. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 6. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 7. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 8. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 9. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 10. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. <p>TECHNICAL SERVICES:</p> <ol style="list-style-type: none"> 1. GENERAL CONTRACTOR SHALL BE IN ACCORDANCE WITH TELEPHONE SERVICE SPECIFICATIONS AND REGULATIONS. 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: <p>VERTICAL PROTECTION:</p> <ol style="list-style-type: none"> 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: <p>REPAIRS AND SUPPORTS:</p> <ol style="list-style-type: none"> 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING: 	<p>AND ALL WORK NECESSARY TO COMPLETE WORK TO PROVIDE FOR PROTECTION OF THE CONDUCTORS AND THE TERMINALS. THE CONDUCTORS SHALL BE CONSTRUCTED TO THE SAME SIZE AND SPECIFICATIONS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. THE CONDUCTORS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:</p> <ol style="list-style-type: none"> 1. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 2. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 3. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 4. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 5. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 6. ALL CONDUCTORS SHALL BE SUPPORTED BY THE SAME TYPE AND SPACING OF SUPPORTS AS THE CONDUCTORS OF THE SAME RATING AND VOLTAGE. 7. 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WHITNEY WAY

2229 PRINCE ROAD
 MADISON, WI 53711
 DANE COUNTY

SCALE: NONE

26892
 SP-2

855 Community Drive, Suite 676, WI 53589
 Phone: 608-643-4100 Fax: 608-643-7899
 www.ramaker.com

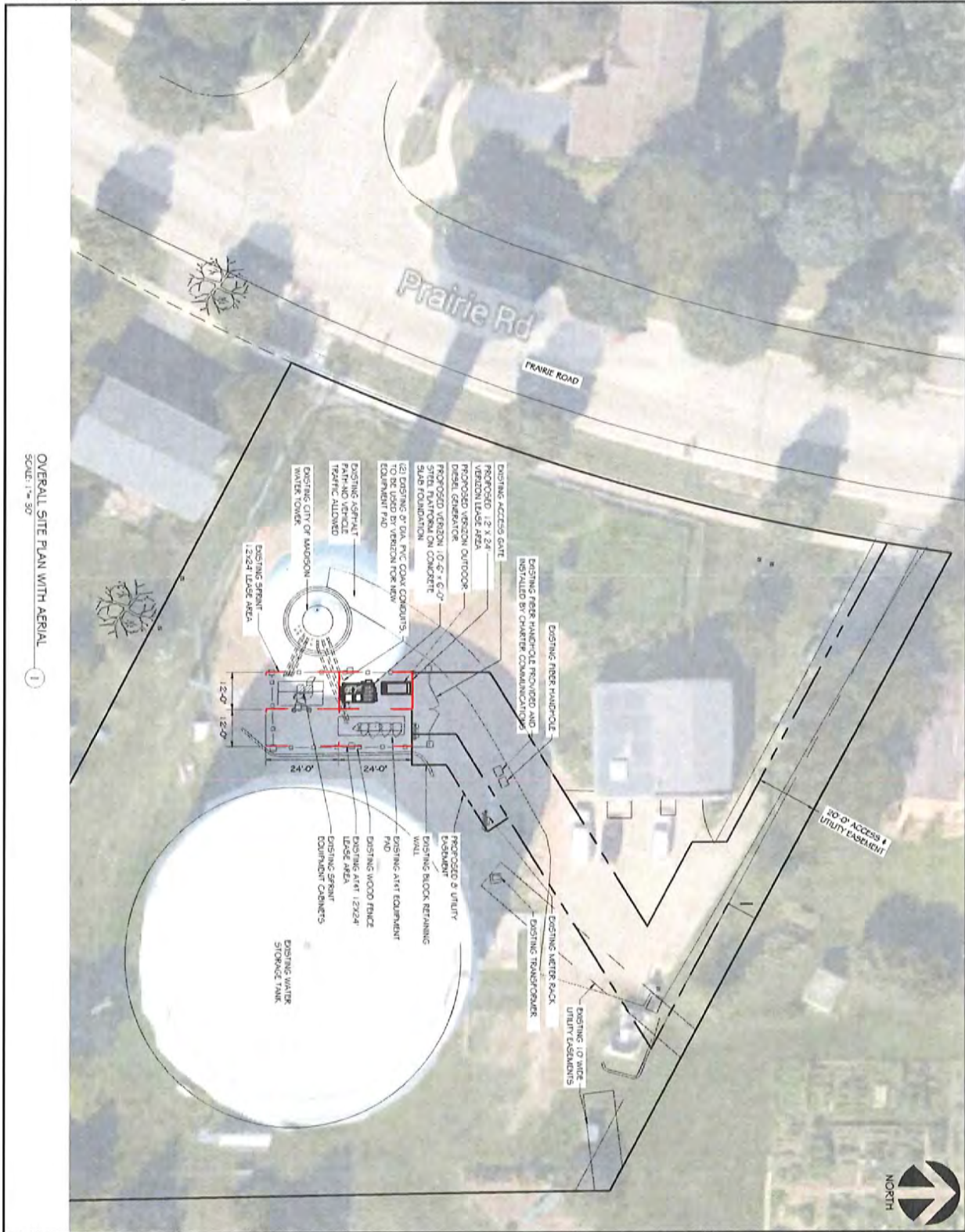
1515 WOODFIELD ROAD
 SCHLAUBURG, IL 60173

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OVERALL SITE PLAN WITH AERIAL
 SCALE: 1" = 30'
 1



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 1515 WOODFIELD ROAD
 SCHALMABURG, IL 60173

NO.	DATE	DESCRIPTION	BY	CHKD
1	08/20/15	ISSUE FOR PERMITS	AHS	SEW
2	09/01/15	REVISED PERMITS	AHS	SEW
3	09/01/15	REVISED PERMITS	AHS	SEW

PROJECT TITLE: WHITNEY WAY
 PROJECT NO.: 26892
 PROJECT LOCATION: 2629 PRAIRIE ROAD, MADISON, WI 53711, DANE COUNTY

OVERALL SITE PLAN WITH AERIAL

SCALE: 1" = 30'

GRAPHIC SCALE: 1" = 30', 1" = 15', 1" = 7.5'

DATE: 08/20/15

DRAWN BY: AHS

CHECKED BY: SEW

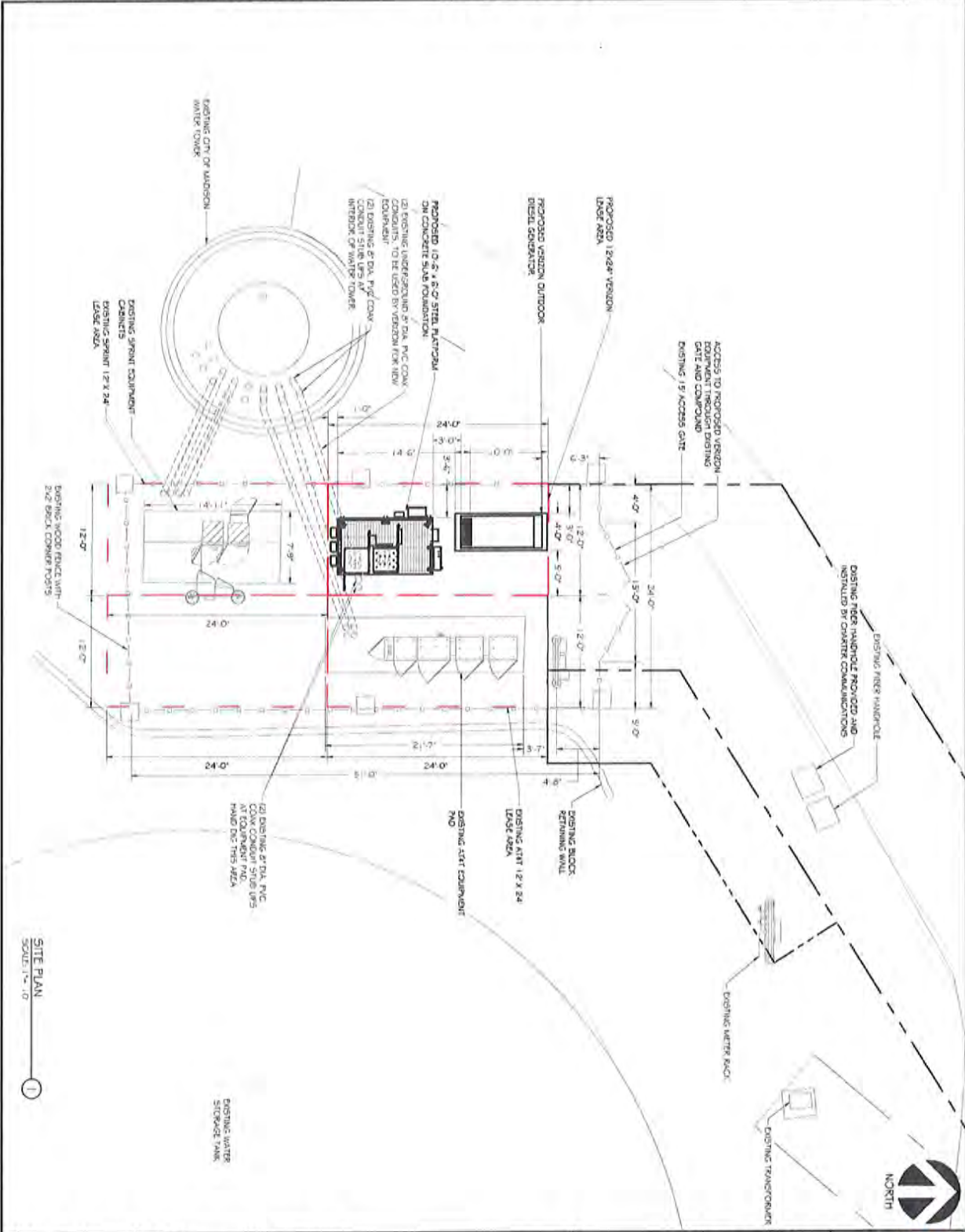
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SITE PLAN
 SCALE: 1" = 10'



<p>1515 WOODFIELD ROAD SCHALAMBURG, IL 60173</p>		<p>835 Community Drive, Suite C-101, M 53188 Phone: (630) 643-4100 Fax: (630) 643-7959 www.ramaker.com</p>	
<p>PROJECT TITLE: WHITNEY WAY</p> <p>DATE: 06/09/2016</p> <p>SCALE: 1" = 10'</p> <p>PROJECT NO: 26692</p> <p>SHEET NO: A-2</p>		<p>PROJECT INFORMATION</p> <p>2029 FRANKIE ROAD MADISON, WI 53711 DANE COUNTY</p>	

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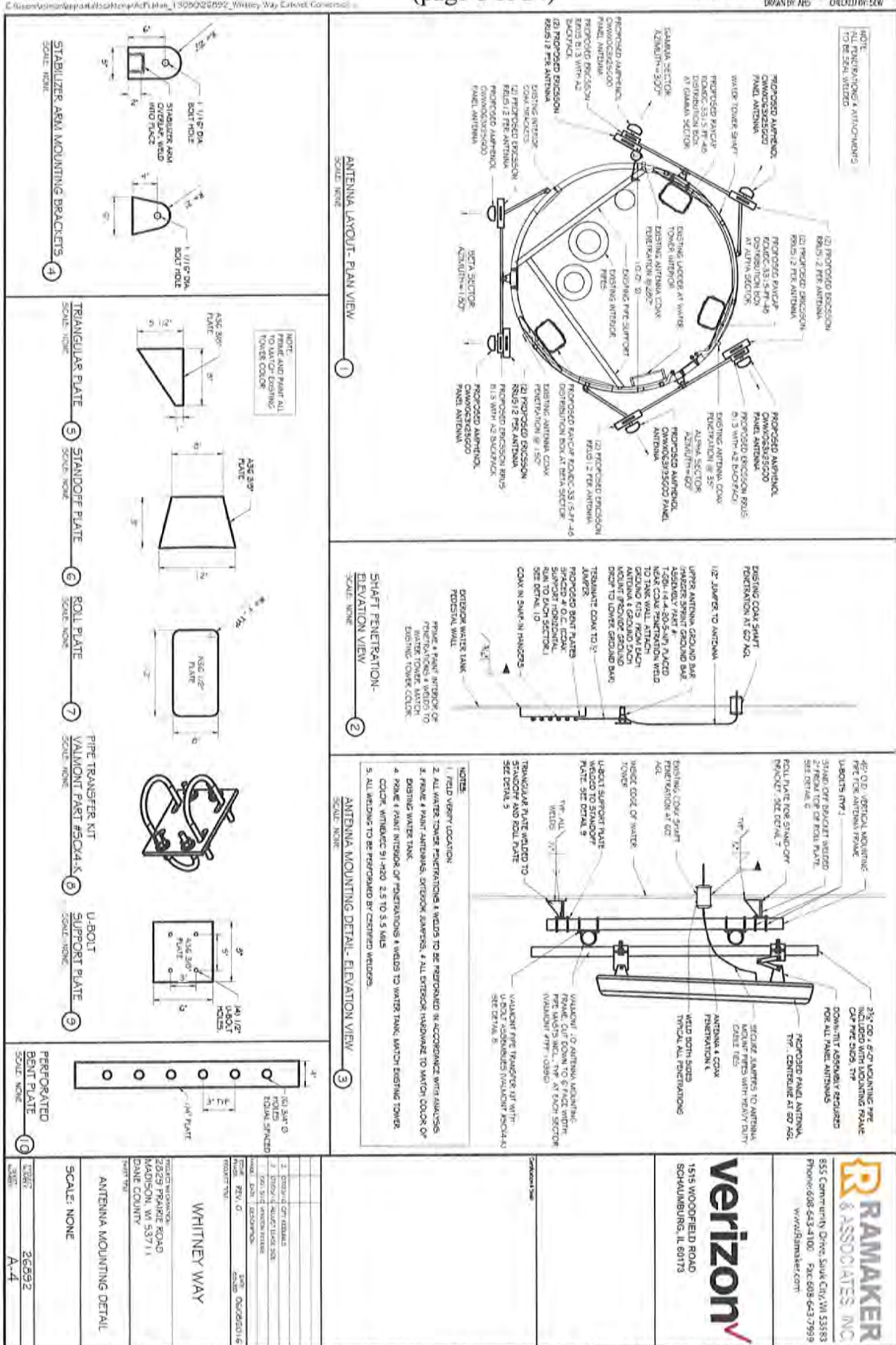
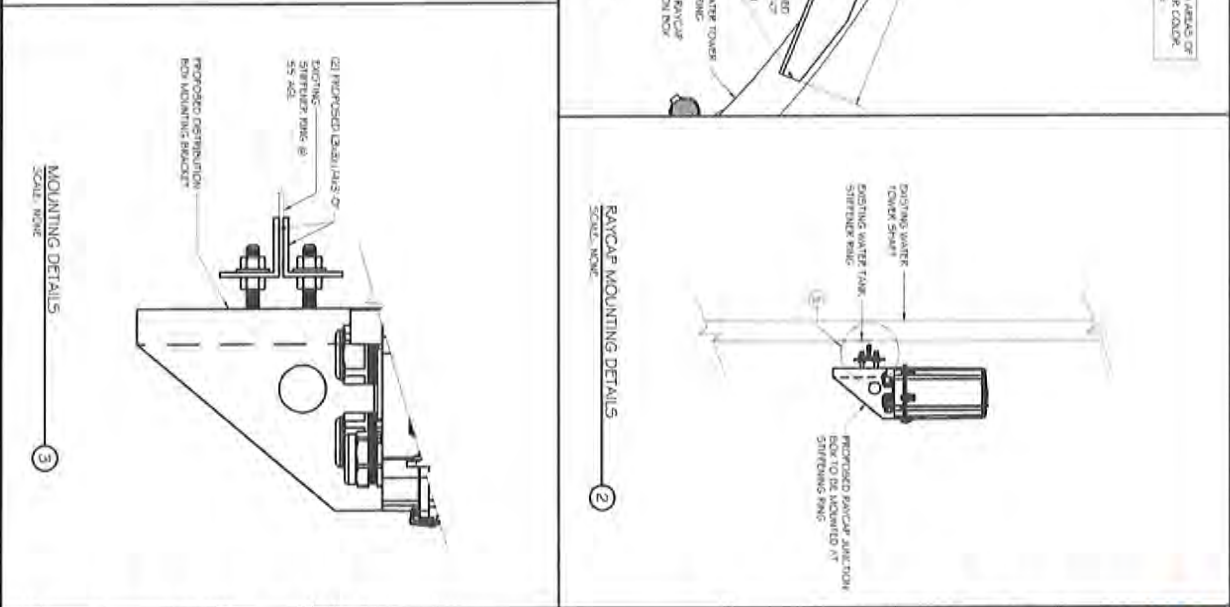
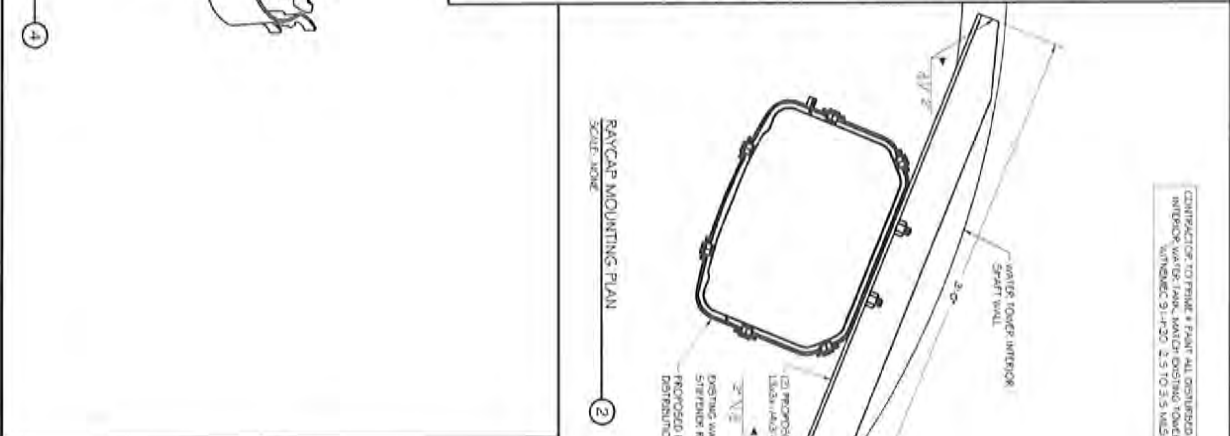
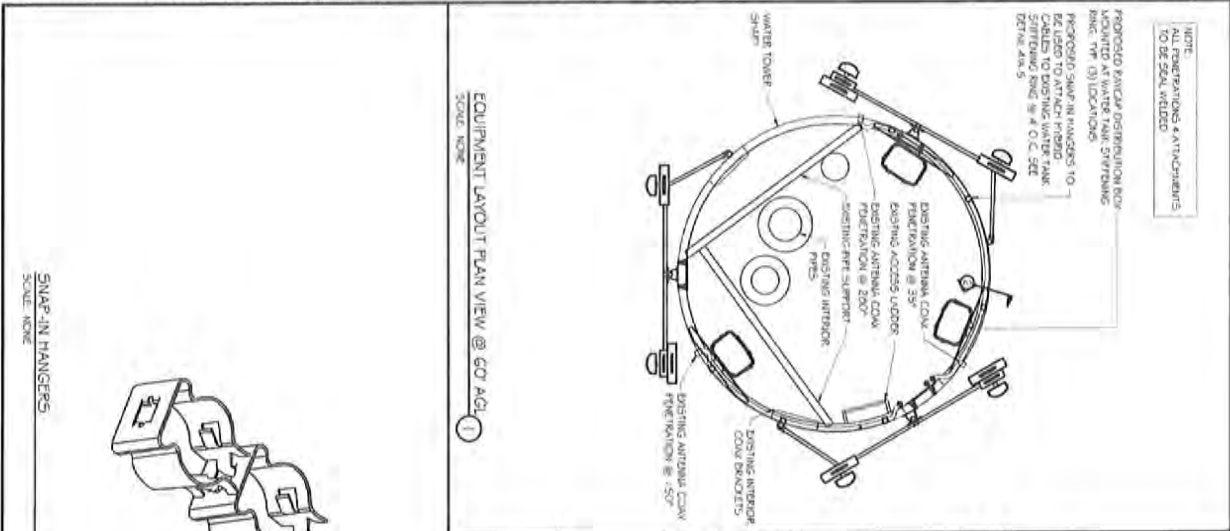


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WHITNEY WAY

PROJECT INFORMATION
 2229 FRANKIE ROAD
 MADISON, WI 53711
 DANE COUNTY

SCALE: NONE

DATE: 02/02/2016

REVISIONS:

NO.	DATE	DESCRIPTION
1	02/02/16	ISSUE FOR PERMIT
2	02/02/16	ISSUE FOR CONSTRUCTION
3	02/02/16	ISSUE FOR CONSTRUCTION

RAMAKER & ASSOCIATES, INC.

855 Community Drive, Suite C10, WI 53589
 Phone: 538-543-4100 Fax: 538-643-7999
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 SCHAMLUNBURG, IL 60173

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Location	Manufacturer	Component Model	Qty	Notes
Top Feedhorn Diplexer	Excelsior	AMTS 27-84	4	INSTALL
Top Feedhorn	Excelsior	ESDLS 21-82	4	INSTALL
Top Feedhorn	Excelsior	BSR-87-83	2	INSTALL
Top Feedhorn	Excelsior	INSON 87-73	2	INSTALL
Top Feedhorn	Excelsior	INSON 87-73	2	INSTALL
Bottom Diplexer	Excelsior	RAMCO2314P-41	3	INSTALL

UNDERGROUND COAX LENGTH (ft)	ICE BRIDGE LENGTH (ft)	ANTENNA CENTERLINE (ft)	TOTAL (ft)
35'	10'	50'	105'

ESTIMATED MAIN LINE PIPING LENGTH

Coax	Type	Size	Qty	Notes
Alpha	Coax	1/2"	8	INSTALL
Beta	Coax	1/2"	8	INSTALL
Gamma	Coax	1/2"	8	INSTALL
ADIS	ADIS Cable	1/2"	3	INSTALL

EQUIPMENT CHANGE REQUEST FORM - ECR

Request Number: 26892	Request Date: 03/20/15	Requester: [Name]	Request Type: EQUIPMENT CONFIGURATION
Request Description: [Detailed description of equipment changes]	Request Status: [Status]	Request Priority: [Priority]	Request Category: [Category]

Item #	Part #	Part Description	Qty	Unit Price	Total Price
1
2
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4
5
6
7
8
9
10
11
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PROPOSED ANTENNA LAYOUT

SCALE: NONE

DATE: 2/6/2015

PROJECT: 26892

PROJECT TITLE: A-6

WHITNEY WAY

2529 PRAIRIE ROAD

MADISON, WI 53711

DANE COUNTY

RAMAKER & ASSOCIATES, INC.

955 Community Drive, Suik City, WI 53588

Phone: 608-643-4100 Fax: 608-643-7999

www.ramaker.com

Verizon

1515 WOODFIELD ROAD

SCHAUMBURG, IL 60173

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EXISTING COMPOUND FROM ACCESS DRIVE
 SCALE: NTS ①



EXISTING WATER TOWER
 SCALE: NTS ②



PROPOSED VERIZON LEASE AREA
 SCALE: NTS ③



FENCED COMPOUND ENTRANCE
 SCALE: NTS ④



EXISTING & PROPOSED HANDHOLE LOCATION
 SCALE: NTS ⑤



EXISTING UTILITY RACK LOCATION
 SCALE: NTS ⑥



EXISTING METER BANK
 SCALE: NTS ⑦



EXISTING COMPOUND FROM SOUTH
 SCALE: NTS ⑧

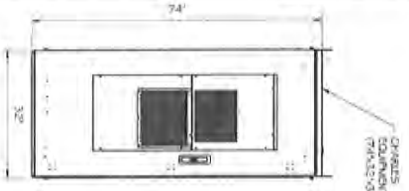
<p>855 Community Drive, Sauk City, WI 53583 Phone: 608-643-4100 Fax: 608-643-7999 www.Ramaker.com</p>													
<p>1515 WOODFIELD ROAD SCHLAUMBURG, IL 60173</p>													
<p>WHITNEY WAY</p> <p>PROJECT INFORMATION: 2029 PRAIRIE ROAD MADISON, WI 53711 DANE COUNTY</p> <p>SHEET NO. 1</p> <p>SCALE: NONE</p> <p>DATE: 06/06/2016 DRAWN BY: ABS</p>													
<table border="1"> <tr> <td>NO.</td> <td>DESCRIPTION</td> <td>DATE</td> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>06/06/2016</td> </tr> <tr> <td>2</td> <td>ISSUED FOR CONSTRUCTION</td> <td></td> </tr> <tr> <td>3</td> <td>ISSUED FOR AS-BUILT</td> <td></td> </tr> </table>		NO.	DESCRIPTION	DATE	1	ISSUED FOR PERMIT	06/06/2016	2	ISSUED FOR CONSTRUCTION		3	ISSUED FOR AS-BUILT	
NO.	DESCRIPTION	DATE											
1	ISSUED FOR PERMIT	06/06/2016											
2	ISSUED FOR CONSTRUCTION												
3	ISSUED FOR AS-BUILT												
<p>SCALE: NONE</p> <p>PROJECT NO. 26892</p> <p>SHEET NO. A-8</p>													

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(page 13 of 24)

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CHECKED BY: SCW

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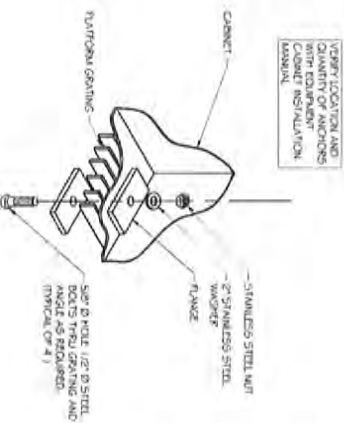


CONDITION	DESCRIPTION	REMARKS
1	12" HIGH AIR FLOW	12" HIGH AIR FLOW
2	12" HIGH AIR FLOW	12" HIGH AIR FLOW
3	12" HIGH AIR FLOW	12" HIGH AIR FLOW
4	12" HIGH AIR FLOW	12" HIGH AIR FLOW
5	12" HIGH AIR FLOW	12" HIGH AIR FLOW
6	12" HIGH AIR FLOW	12" HIGH AIR FLOW
7	12" HIGH AIR FLOW	12" HIGH AIR FLOW
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9	12" HIGH AIR FLOW	12" HIGH AIR FLOW
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49	12" HIGH AIR FLOW	12" HIGH AIR FLOW
50	12" HIGH AIR FLOW	12" HIGH AIR FLOW

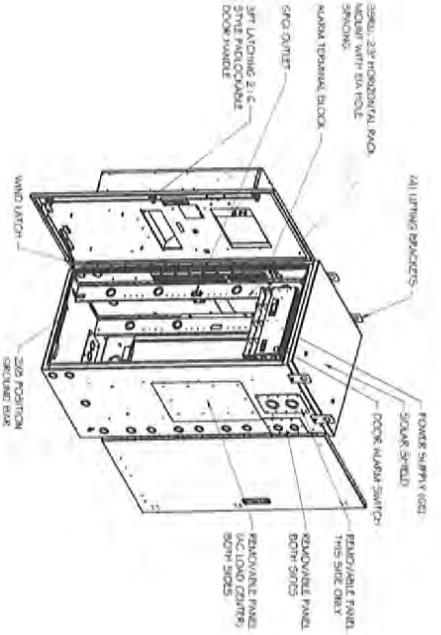
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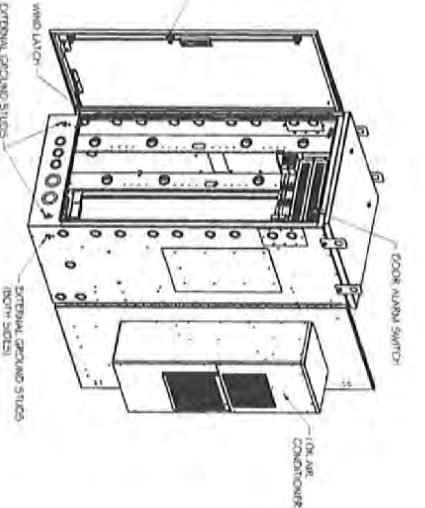
CHARLES CUBE-FM639 12UN3 CABINET DIMENSION PLAN SCALE 1/8" ②



TYPICAL CABINET ANCHORING DETAIL SCALE 1/8" ③



CHARLES CUBE-FM639 12UN3 CABINET COMPONENTS SCALE 1/8" ④



NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	12" HIGH AIR FLOW	1	EA	100.00	100.00
2	12" HIGH AIR FLOW	1	EA	100.00	100.00
3	12" HIGH AIR FLOW	1	EA	100.00	100.00
4	12" HIGH AIR FLOW	1	EA	100.00	100.00
5	12" HIGH AIR FLOW	1	EA	100.00	100.00
6	12" HIGH AIR FLOW	1	EA	100.00	100.00
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9	12" HIGH AIR FLOW	1	EA	100.00	100.00
10	12" HIGH AIR FLOW	1	EA	100.00	100.00
11	12" HIGH AIR FLOW	1	EA	100.00	100.00
12	12" HIGH AIR FLOW	1	EA	100.00	100.00
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47	12" HIGH AIR FLOW	1	EA	100.00	100.00
48	12" HIGH AIR FLOW	1	EA	100.00	100.00
49	12" HIGH AIR FLOW	1	EA	100.00	100.00
50	12" HIGH AIR FLOW	1	EA	100.00	100.00

SCALE: NONE
DATE: 26992
REV: A-9

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verizon
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SCHMIDLBURG, IL 60773

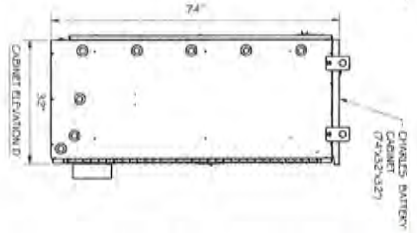
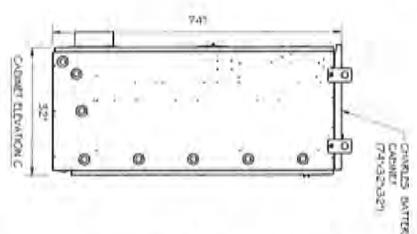
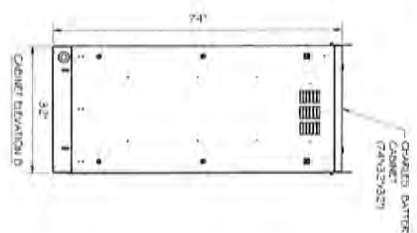
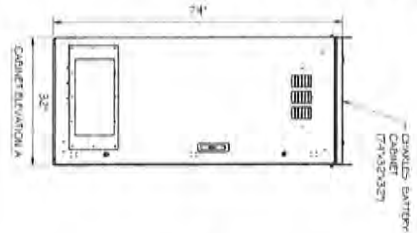
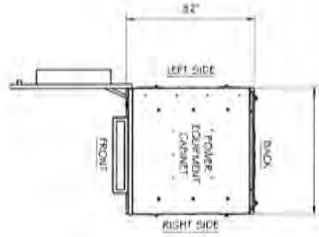
EXHIBIT C

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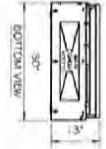
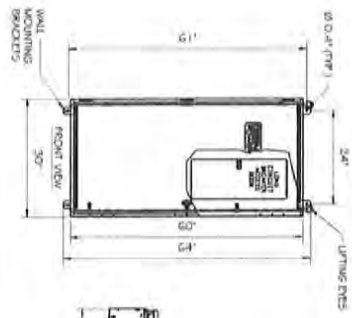
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DRAWN BY: AHS CHECKED BY: CW

CHARLES CUBE-BPAGE 11N1	
DIMENSIONS	32" W x 32" W x 72" H
WEIGHT	900 LBS (EMPTY)
WEIGHT	2695 LBS (MIN./CO. BTY)
BATTERY SUPPORT	5 STRING 5AFT TEL 1 BQ. 48V
THERMAL	DAE



CHARLES CUBE-BPAGE 11N1 CABINET DIMENSIONS
SCALE: NPS 1



UNIT	MINIMUM	TYPICAL	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
MIN. CLEARANCE	100	100	100	100	100	100	100
MIN. CLEARANCE	100	100	100	100	100	100	100
MIN. CLEARANCE	100	100	100	100	100	100	100

INTEGRATED LOAD CENTER
SCALE: NPS 2

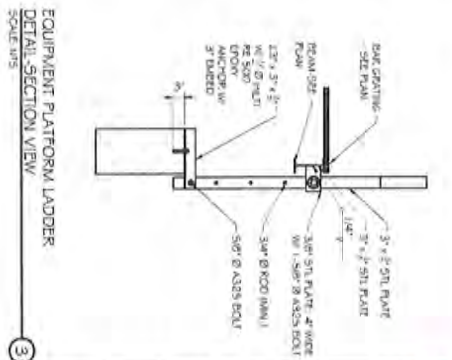
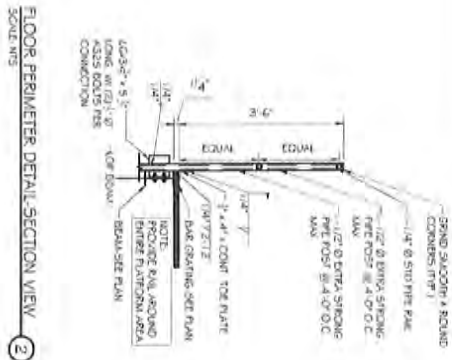
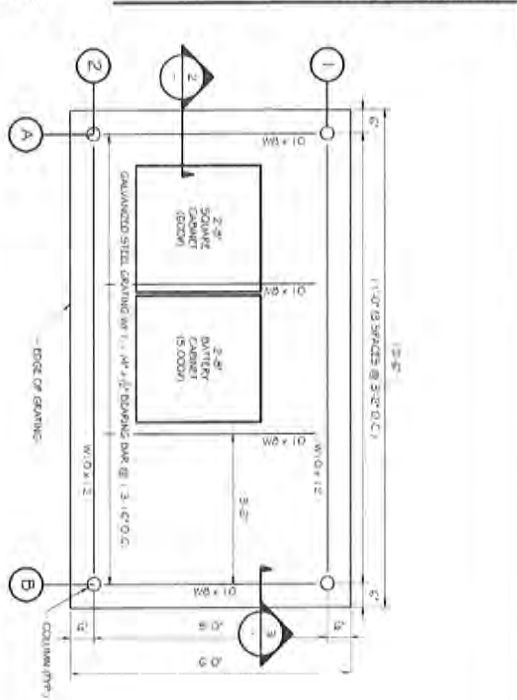
<p>1515 WOODFIELD ROAD SCHLAUMBURG, IL 60173</p>	<p>855 Community Drive, Suite C107, WI 53583 Phone: 608-643-4100 Fax: 608-643-7999 www.Ramaker.com</p>
<p>WHITNEY WAY 2029 RAABE ROAD MADISON, WI 53711 DAKE COUNTY</p>	
<p>SCALE: NONE DATE: 2/6/2015 DRAWN BY: AHS CHECKED BY: CW</p>	
<p>PROJECT NO: 26092 SHEET NO: A-10</p>	

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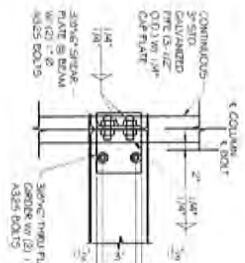
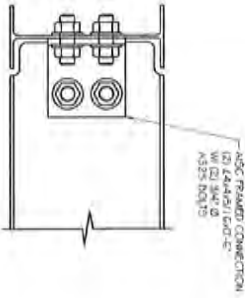
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DRAWN BY: DJM CHECKED BY: SZW



FLOOR PERIMETER DETAIL - SECTION VIEW 1
SCALE: NTS

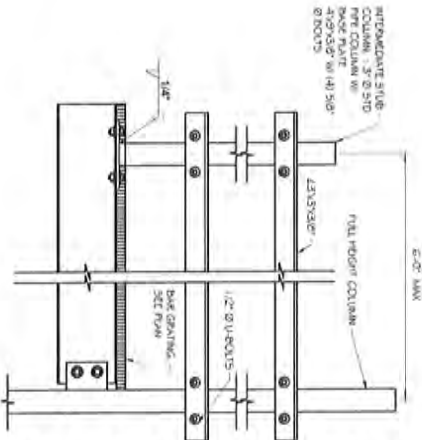
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SCALE: NTS

EQUIPMENT PLATFORM LADDER DETAIL - SECTION VIEW 3
SCALE: NTS



TYPICAL BEAM TO BEAM CONNECTION 4
SCALE: NTS

TYPICAL BEAM TO BEAM CONNECTION 5
SCALE: NTS



EQUIPMENT PLATFORM RAIL DETAIL 6
SCALE: NTS

- GENERAL STEEL NOTES:**
1. ALL STRUCTURAL STEEL WORK SHALL CONFORM TO THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND Erection OF STRUCTURAL STEEL FOR BUILDINGS, LATEST EDITION, AND THE AISC CODE OF STANDARD PRACTICES FOR STRUCTURAL STEEL Erection, LATEST EDITION, UNLESS AS MODIFIED BELOW OR IN THE SPECIFICATIONS.
 2. ALL STRUCTURAL STEEL SHAPES SHALL CONFORM TO THE AISC SPECIFICATION FOR SHAPES, LATEST EDITION, UNLESS AS MODIFIED BELOW OR IN THE SPECIFICATIONS.
 3. ALL WELDING SHALL BE DONE BY QUALIFIED WELDERS AND SHALL CONFORM TO AWS D1.1 - STRUCTURAL WELDING CODE, LATEST EDITION. ALL WELDING ELECTRODES SHALL BE APPROVED BY THE ENGINEER.
 4. THE CONTRACTOR SHALL MEET ALL APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS.
 5. IF CONDITIONS VARY FROM THOSE ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH THE WORK.
 6. THE CONTRACTOR SHALL ENSURE ALL SAFETY DEVICES ARE IN PLACE AND MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT.
 7. SHOULD ANY INSPECTION CONCERNS OR VIOLATIONS BE IDENTIFIED BY THE ENGINEER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

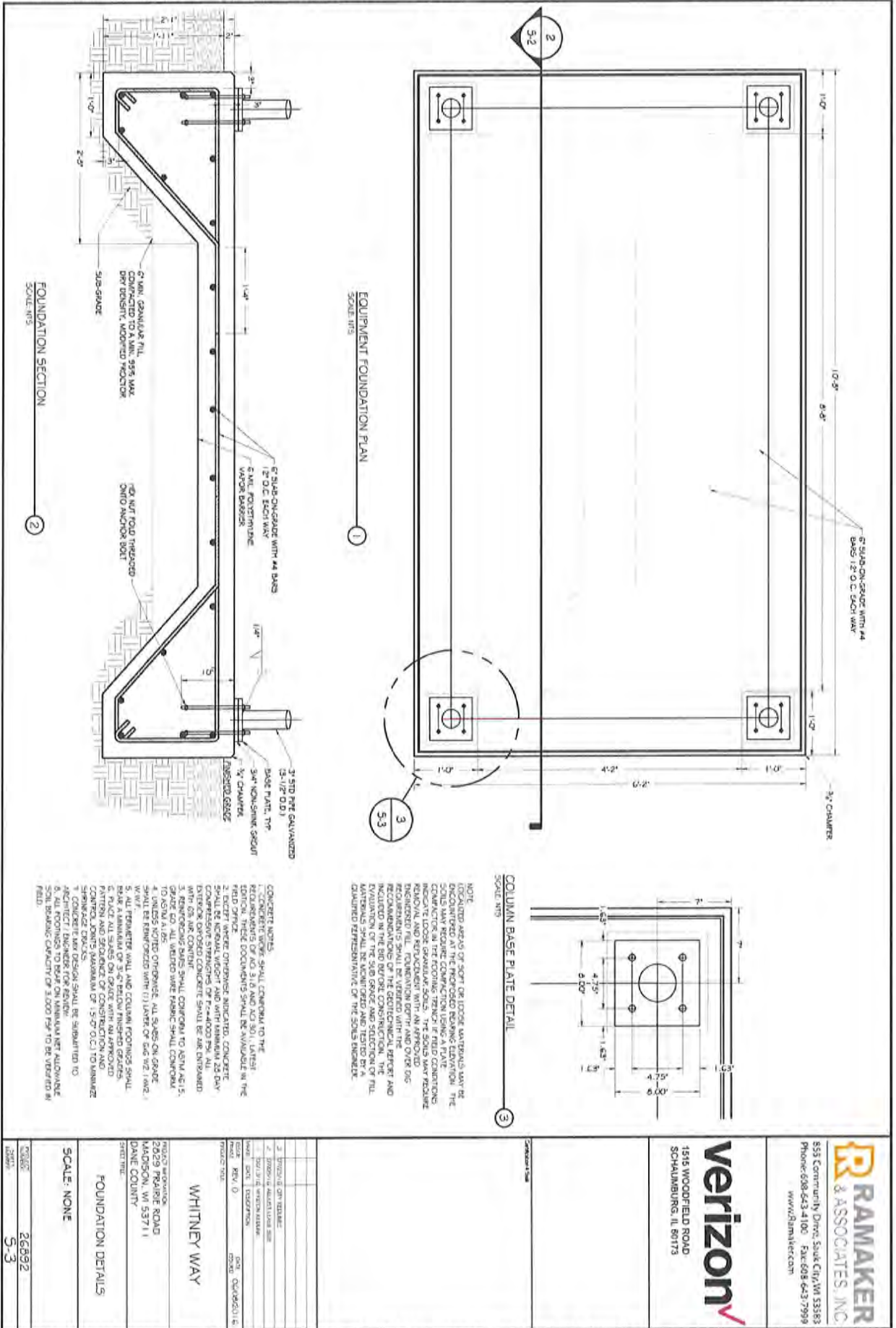
		855 Commerce Drive, Suite 100, WI 53188 Phone: 508-543-4100 FAX: 508-663-7999 www.ramaker.com
		1515 WOODFIELD ROAD SCHALAMBERG, IL 60173
PROJECT: 2609 PRAIRIE ROAD MADISON, WI 53711 DRAWN BY: DJM CHECKED BY: SZW DATE: OCTOBER 2015		
SCALE: NONE 26092 5-2		

EXHIBIT C

(page 17 of 24)

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(page 18 of 24)

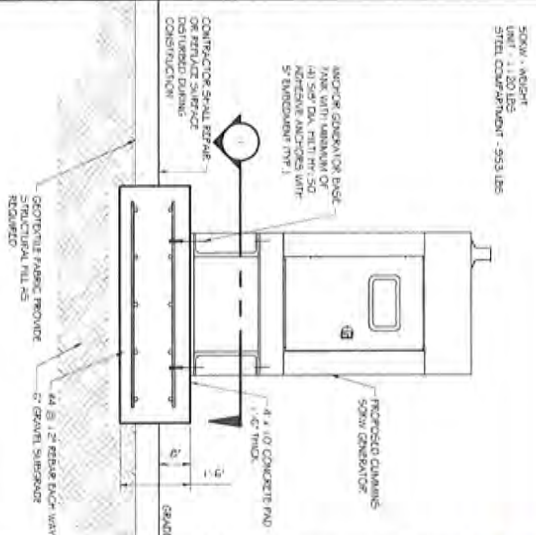
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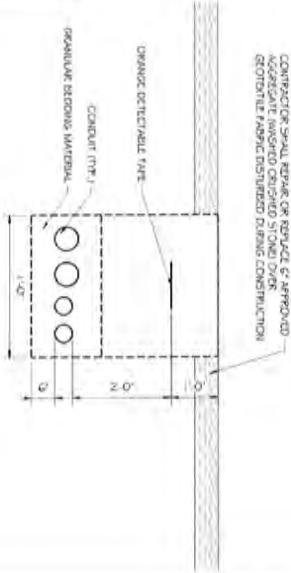
GENERATOR PAD OPENING DETAIL
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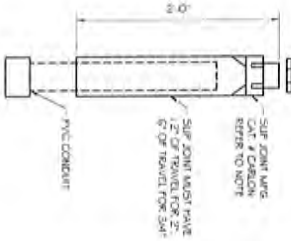
GENERATOR CONCRETE PAD SECTION
 SCALE: NTS



TRENCH DETAIL
 SCALE: NTS



SLIP JOINT DETAIL
 SCALE: NTS



NOTE:
 1. COORDINATION AND TOWER CONCRETS MAY BE BUILT IN SEPARATE TRENCHES.
 2. SEE SITE PLAN FOR SIZE AND QUANTITY OF CONCRETS.

FOUNDATION NOTES:
 1. THE SITE SHALL BE STRIPPED OF ALL VEGETATION PRIOR TO FILL OR CONSTRUCTION OF THE FOUNDATION AND ACCORDING TO THE PLAN OR ELEVATION. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 2. ALL CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH AND SHALL BE PLACED AND FINISHED WITHIN 28 DAYS OF POURING.
 3. ALL STEEL BARS SHALL BE GRADE 60 STEEL.
 4. ALL STEEL BARS SHALL BE 3/4" DIA. UNLESS OTHERWISE NOTED.
 5. ALL STEEL BARS SHALL BE 3/4" DIA. UNLESS OTHERWISE NOTED.
 6. ALL STEEL BARS SHALL BE 3/4" DIA. UNLESS OTHERWISE NOTED.
 7. ALL STEEL BARS SHALL BE 3/4" DIA. UNLESS OTHERWISE NOTED.
 8. ALL STEEL BARS SHALL BE 3/4" DIA. UNLESS OTHERWISE NOTED.
 9. ALL STEEL BARS SHALL BE 3/4" DIA. UNLESS OTHERWISE NOTED.
 10. ALL STEEL BARS SHALL BE 3/4" DIA. UNLESS OTHERWISE NOTED.
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 12. ALL STEEL BARS SHALL BE 3/4" DIA. UNLESS OTHERWISE NOTED.
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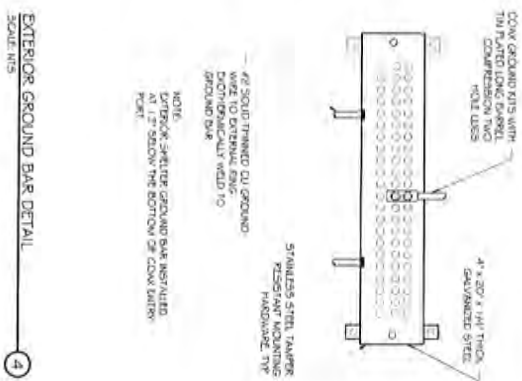
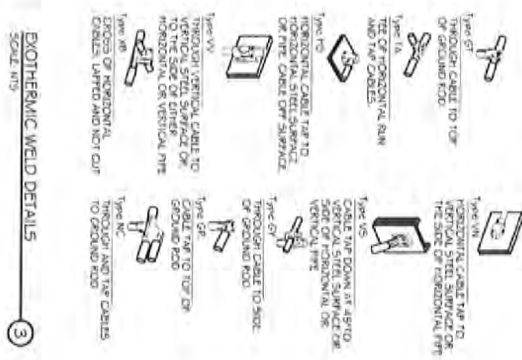
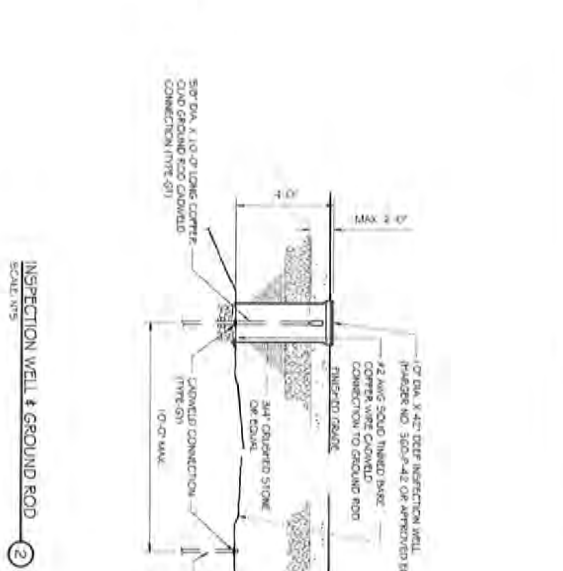
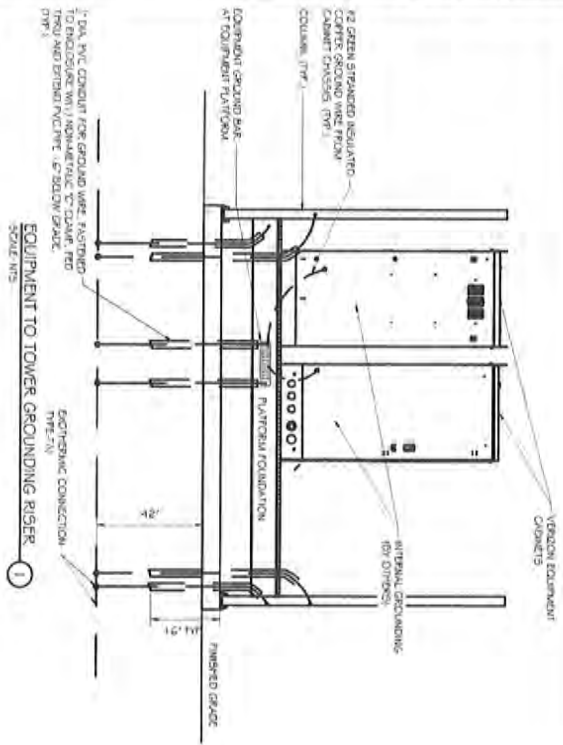
		855 Community Drive, Suak City, WI 53185 Phone: 608-643-4100 Fax: 608-643-7999 www.ramaker.com	
		1515 WOODFIELD ROAD SCHALMABURG, IL 60173	
PROJECT NO: 26892 SHEET: S-4		DATE: 06/08/2016 DRAWN BY: AWB CHECKED BY: SEW	

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<p>1515 WOODFIELD ROAD SCHLAUBURG, IL 60173</p>	
<p>PROJECT NO. _____</p> <p>DATE _____</p> <p>SCALE: NONE</p> <p>26692</p> <p>G-2</p>	<p>3. EXOTHERMIC WELD</p> <p>2. EXOTHERMIC WELD</p> <p>1. EXOTHERMIC WELD</p> <p>DATE: 02/02/15</p> <p>BY: JMS</p> <p>WHITNEY WAY</p> <p>2629 PRAIRIE ROAD MADISON, WI 53711 DANE COUNTY</p> <p>GROUNDING DETAIL 5</p>

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