State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Southeast Region Headquarters
2300 N Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212-0436

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

December 19, 2017

Mr. Joseph Coats
Verizon Wireless
1515 E. Woodfield Road, Suite 1500
Schaumburg, IL 60173

Subject: Liability Clarification Letter as to Environmental Liability for Verizon Wireless
Miller Brands – Milwaukee LLC, 1400 North 113th Street, Wauwatosa, WI
BRRTS #: 07-41-576207; FID #: 241303370

Dear Mr. Coats:

The Wisconsin Department of Natural Resources ("DNR") received a request for liability clarification from Ramaker & Associates on behalf of Verizon Wireless ("Verizon") dated November 11, 2017 ("Request"). The purpose of this letter is to provide Verizon clarification as to environmental liabilities associated with the licensing of real property from United States Cellular Operating Company LLC ("US Cellular"). The subject property is located at 1400 N. 113th Street in Wauwatosa, Wisconsin. The DNR has completed its review of environmental reports and a license agreement as part of the Request.

Specifically, you have requested that the DNR determine that Verizon would not be held responsible under the Hazardous Substance Spills Law, Wis. Stat. § 292.11 ("the Spills Law"), for the investigation and cleanup of a hazardous substance that was discharged on the licensed property prior to the license agreement being signed by Verizon.

Property Use

The parent property is an 11-acre parcel located at 1400 North 113th Street in Wauwatosa (the "Property") and owed by 1400 North II, LLC (Wangard Partners). Verizon is licensing a 12'x13' portion of the Property in the southeast corner of the Property as depicted in the maps provided by Verizon included in **Attachment A** (the "License Property"). The License Property currently has a communications tower and associated equipment used by US Cellular, Verizon is proposing to install communications equipment on a platform and attach antennas to the exiting tower. Verizon is planning to build a 9'-4"x11'-0" equipment platform (identified in **Attachment A**) that will hold equipment. Verizon will also be using the existing telecommunications tower and will extend necessary utilities.

License Agreement

The agreement, "Master License Supplement" (the "Agreement"), between Verizon and US Cellular is attached hereto as **Attachment B**. The Agreement submitted with this request has not been signed and/or executed. The Agreement does not include provisions regarding environmental contamination or indemnifications. US Cellular has an existing easement on the License Property for their tower, documentation of which was also provided with the submittal.

Background

As you are aware, Wis. Stat. § 292.55(1)(d)1 authorizes the DNR to issue a letter to a person seeking assistance concerning the liability of a person owning or leasing a property for environmental pollution of the property. Specifically, the DNR has reviewed the following documents to make this determination:

- Master License Supplement, not signed or executed, Licensee Site: Watertown Plank, Licensor Site: Wauwatosa (784341) and several attachments including Exhibit "B" Prime Grant of Easement between Miller Brands-Milwaukee, Inc., and Westel-Milwaukee Company, Inc., d.b.a. Cellular One/ Eastern Wisconsin dated December 16, 1993
- All-Appropriate Inquiry Phase I, Environmental Site Assessment (ESA), Former Miller Brands Property, 1400 North 113th Street, Wauwatosa by the Sigma Group, Inc.; dated December, 2012
- Phase II ESA, Former Miller Brands Property, 1400 North 113th Street, Wauwatosa by the Sigma group, Inc.; dated January, 2013
- Phase I ESA, Watertown Plank (278530), 1400 North 113th Street, Wauwatosa, prepared by Ramaker & Associates, Inc., dated April 15, 2016
- Limited Phase II ESA Report, Wauwatosa Client #784341, prepared by Trileaf Corporation, dated September 28, 2017
- Liability Clarification Letter Request, 1400 North 113th Street, Wauwatosa, WI. BRRTS # 02-41-576026 & 07-41-576207 including cover letter, Completed Form 4400-237 and maps dated November 3, 2017

The Property was used as a gravel pit before the 1960s.The Property use subsequently changed to a warehouse and an automotive repair facility. The Property has soil and groundwater contaminated with petroleum hydrocarbons and metals. The DNR closed this contamination site on October 19, 2016 with continuing obligations for residual soils that must be properly managed if excavated or removed, the existing building on-site, pavement and landscape must be maintained over the contaminated soils and the DNR must be notified prior to any changes being made to the existing building and barrier on the Property. Also, the DNR granted part of the Property an off-site liability exemption for chlorides and sulfates in groundwater originating from the Former City of Wauwatosa Landfill on January 22, 2016.

The DNR received a post closure modification (PCM) and a soil management plan approval request from the Trileaf Corporation which included a Phase I and a Limited Phase II Environmental Site Assessment (ESA) prepared by Ramaker & Associates, Inc. Trileaf submitted the PCM on behalf of US Cellular for the License Property owned by 1400 North II, LLC. The PCM will involve the co-location of antennas on an existing telecommunication tower including the construction of an equipment platform within a 12-foot by13-foot area located on the west side of the existing telecommunication compound in an approximately 560-foot triangular shaped expansion of the existing fenced telecommunications compound. The DNR granted a notice to proceed for this proposed activity on November 14, 2017.

Determinations

The DNR has reviewed the reports and determined based on proposed use and current environmental conditions that Verizon, as licensee under the Agreement, would not "possess or control," as those terms are used in Wis. Stat. § 292.11(3), any hazardous substance discharges that were present on the License

Property prior to them signing the Agreement, conditioned on compliance with the following standards of performance:

- Verizon must provide any responsible party, their consultants, and DNR personnel with reasonable access to the License Property for the purposes of conducting any necessary environmental assessment or remediation activities.

- Verizon or its representatives, agents or contractors, must comply with all applicable state and federal laws that apply if they conduct any excavation, storage, treatment, or disposal of contaminated soils, groundwater, or other materials on the License Property.

- Verizon must minimize, to the extent practicable, the placement of any structures in areas of the License Property impacted by environmental contamination, or construct buildings in such a manner as to allow remedial work to be conducted.

- Verizon must follow all continuing obligations that apply to the License Property found in the October 19, 2016 closure letter and any other applicable limitations or conditions imposed by the DNR under Wis. Stats. § 292.12(5) and must not interfere with another person's actions to comply with those limitations or conditions.

- Verizon must comply with the requirements of Wis. Stat. § 292.11 and the Wis. Admin. Code chs. NR 700-754 for the discharge of any hazardous substances that may be caused by Verizon or their contractors.

- Verizon has not and will not have direct or indirect business relationships (other than as licensee under the Agreement for the License Property) with the person or persons who caused the discharge of any hazardous substance on the License Property.

- There are no relevant provisions in the Master License Supplement that would alter the DNR's analysis.

Under these conditions, the DNR agrees not to hold Verizon in its capacity as a licensee under the Agreement responsible for investigating or remediating any hazardous substances that are present on, or migrated from or onto, the License Property prior to the date of the Agreement, unless any of the conditions are not satisfied.

In addition, the Agreement provided to the DNR as part of the Request has not been executed by the parties. Any determinations made by the DNR in this letter are based specifically on the information made available to the DNR as part of the Request, and are subject to change if modifications are made to the Agreement prior to execution or other information arises. Any part of the Property located outside of the area identified as the License Property for the purpose of issuing this Liability Clarification Letter is not covered by this letter and would require a request be made for a Liability Clarification Letter for the specific revised area. This letter was written specifically for Verizon and is not transferrable to another party.

The Bureau for Remediation and Redevelopment Tracking System (BRRTS) identification number for this activity is included at the top of this letter. The DNR tracks information on all determinations such as this one in a database that is available on the Internet at: http://dnr.wi.gov/topic/Brownfields/clean.html. See "BRRTS on the web" on the right side of the page.

You are reminded that this determination does not relieve you of obligations to comply with all other applicable, federal, state and local laws, regulations, and permits.

If you have any questions concerning this letter or other related matters, please contact me at 414-263-8561 or Binyoti F. Amungwafor at 414-263-8607 and by e-mail at Binyoti.Amungwafor@ Wisconsin.gov.

Sincerely,

Pamela Mylotta
Southeast Region Team Supervisor
Remediation & Redevelopment Program

Attachments:
A: Location Plan and Watertown Plank map, Meridian Surveying, LLC
B: Master License Supplement including Exhibit A-1 (other Exhibits not attached)

cc: Binyoti Amungwafor, SER (via email)
Michael Prager, RR/5
Michael Ursin, Ramaker & Associates (via email)

CONSULTANT TEAM

PROJECT CONSULTANT:	TERRA CONSULTING GROUP, LTD. 600 BUSSE HIGHWAY PARK RIDGE, IL 60068 (847) 698-6400
SURVEYOR:	MERIDIAN SURVEYING, LLC N8774 FIRELANE 1 MENASHA, WI 54952 (920) 993-0881

APPROVALS

REAL ESTATE: _____

RF: _____

CONSTRUCTION: _____

EQUIPMENT ENGINEERING: _____

OPERATIONS: _____

PROJECT TYPE

PROPOSED LESSEE ANTENNAS TO BE MOUNTED ON EXISTING MONOPOLE TOWER WITH PROPOSED 11'-6" x 12'-0" EQUIPMENT PLATFORM AT BASE.

SITE COORDINATES:

LATITUDE: 43° 02' 54.02" N (1A CERTIFICATION)

LONGITUDE: 88° 03' 00.48" W (1A CERTIFICATION)

ELEVATION: ±720.2' (1A)

DRIVING DIRECTIONS:

FROM LESSEE OFFICE: TAKE I-41 SOUTH TO MILWAUKEE TO 41-45 SOUTH TO WATERTOWN PLANK ROAD TO 113TH STREET NORTH TO PLANK STREET EAST TO SITE AT REAR OF PARKING LOT.

VICINITY MAP

N.T.S.

REGIONAL MAP

N.T.S.

CHICAGO SMSA

limited partnership

CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
1515 WOODFIELD ROAD, SUITE 1400
SCHAUMBURG, ILLINOIS 60173
PHONE: (847) 619-5397 FAX: (847) 706-7415

LOCATION NUMBER: 278530

SITE NAME: WATERTOWN PLANK

1400 N. 113TH STREET
WAUWATOSA, WI 53226

DIGGERS HOTLINE
"Call 3 Work Days Before You Dig!"

OTHER UTILITIES NOT INCLUDED IN DIGGERS HOTLINE AND LOCAL UTILITY DISTRICTS AND COMPANIES SHALL ALSO BE NOTIFIED

PROJECT INFORMATION

P.I.N. #:	375999005 & 3759990013
ADDRESS:	1400 N. 113TH ST. WAUWATOSA, WI 53226
UTILITIES:	POWER: WE ENERGIES (414) 787-3311 FIBER: TIME WARNER CABLE JUSTIN BURG (252) 814-3017
JURISDICTION:	CITY OF WAUWATOSA
OCCUPANCY:	UNINHABITED
ZONING:	INDUSTRIAL USE, PAVING TRUCK STORAGE
CONSTRUCTION TYPE:	CO LO
PROPERTY OWNER:	1400 NORTH LLC/CO. MICHAEL GALLAGHER 2475 ROCKWAY LN. BROOKFIELD, WI 53005
TOWER OWNER:	US CELLULAR 8410 BRYN MAWR AVE. CHICAGO, IL 60750
CONTACT PERSON:	CAROL NELSON, (773) 399-8939
APPLICANT:	VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS 1515 WOODFIELD ROAD, SUITE 1400 SCHAUMBURG, IL 60173 (920) 841-1263
CONSTRUCTION MANAGER:	JON BARTELL (920) 585-9845
REAL ESTATE MANAGER:	MARISA GREEN (847) 618-5397

SHEET	DRAWING INDEX	REVISION
T-1	TITLE SHEET	2.
LP	LOCATION PLAN	2.
C-1	ENGINEERING SITE PLAN	2.
C-2	SITE GRADING PLAN (SHEET 1 OF 1)	2.
C-3	FENCE DETAILS	2.
C-4	SITE DETAILS	2.
C-5	ELEVATED STEEL EQUIPMENT PLATFORM FOUNDATION PLAN	2.
C-6	ELEVATED STEEL EQUIPMENT PLATFORM FLOOR FRAMING PLAN	2.
C-7	ELEVATED STEEL EQUIPMENT PLATFORM ROOF FRAMING PLAN	2.
ANT-1	SITE ELEVATION	2.
ANT-2	ANTENNA INFORMATION	2.
ANT-3	SITE DETAILS	3.
ANT-3A	ANTENNA MOUNTING DETAILS	3.
ANT-4	ANTENNA MOUNTING DETAILS	2.
EQ-1	EQUIPMENT DETAILS	2.
EQ-2	EQUIPMENT DETAILS	2.
EQ-3	PLATFORM ELEVATIONS	2.
E-1	UTILITY ROUTING PLAN	2.
E-1A	PANEL SCHEDULE & LIGHTING PLAN	2.
E-2	SITE GROUNDING PLAN	2.
E-3	GROUNDING DETAILS	2.
E-4	GROUNDING DETAILS	2.
E-5	ELECTRICAL DETAILS	2.
SP-1	SPECIFICATIONS	2.
SP-2	SPECIFICATIONS	2.
	ATTACHMENTS	
1 OF 5	SITE SURVEY	-
1 OF 5	SITE SURVEY	-
1 OF 5	SITE SURVEY	-
1 OF 5	SITE SURVEY	-
1 OF 5	SITE SURVEY	-

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
d/b/a Verizon Wireless

TERRA CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-823-5491

REVISIONS

NO	DESCRIPTION	DATE	BY
-	ISSUED FOR REVIEW	08/19/15	TJS
1.	UPDATED FENCE / ICE BRIDGE FOUNDATION DESIGN	10/12/15	JRM
2.	UPDATED WITH CABINET LAYOUT	01/04/16	ZCH
3.	UPDATED PER CLIENT COMMENTS	02/22/16	BTE

LOC. # 278530

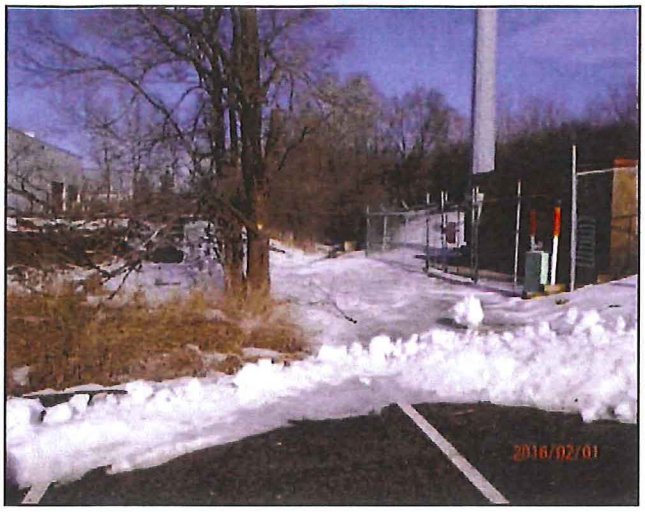
WATERTOWN PLANK

1400 N. 113TH ST.
WAUWATOSA, WI 53226

DRAWN BY	PP
CHECKED BY	TAZ
DATE:	12/18/13
PROJECT #	33-1363

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



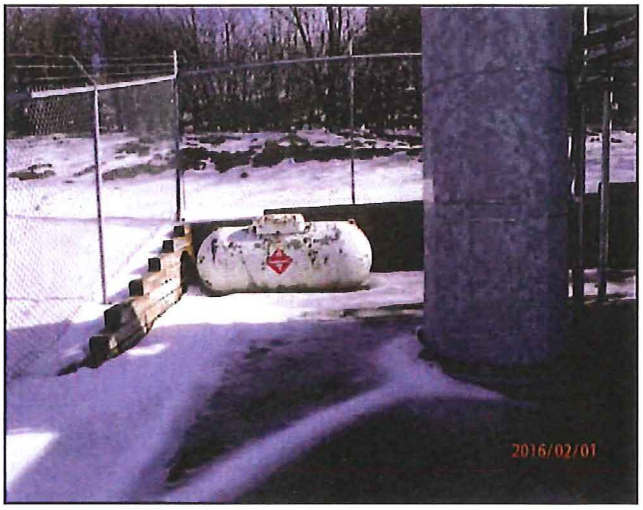
View of the property facing north.

View of the property facing east.

View of the property and culvert facing south.

View of the existing tower compound facing southwest.

View of the access road facing west.



View of the LP tank in the existing tower compound.

PROPERTY PHOTOGRAPHS

1400 NORTH 113TH STREET
WAUWATOSA, WISCONSIN 53226
MILWAUKEE COUNTY

LEGEND

- 1" X 18" IRON PIPE SET
- 1" IRON PIPE FOUND
- MAG NAIL SET
- COUNTY MONUMENT FOUND
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- TELEPHONE PEDESTAL
- METAL POST
- EXISTING TREE
- R.O.W. LINE
- PROPERTY LINE
- FENCE
- OVERHEAD POWER LINE (OHE)
- UNDERGROUND TELCO (UGT)
- UNDERGROUND POWER (UGE)

ATTACHMENT A

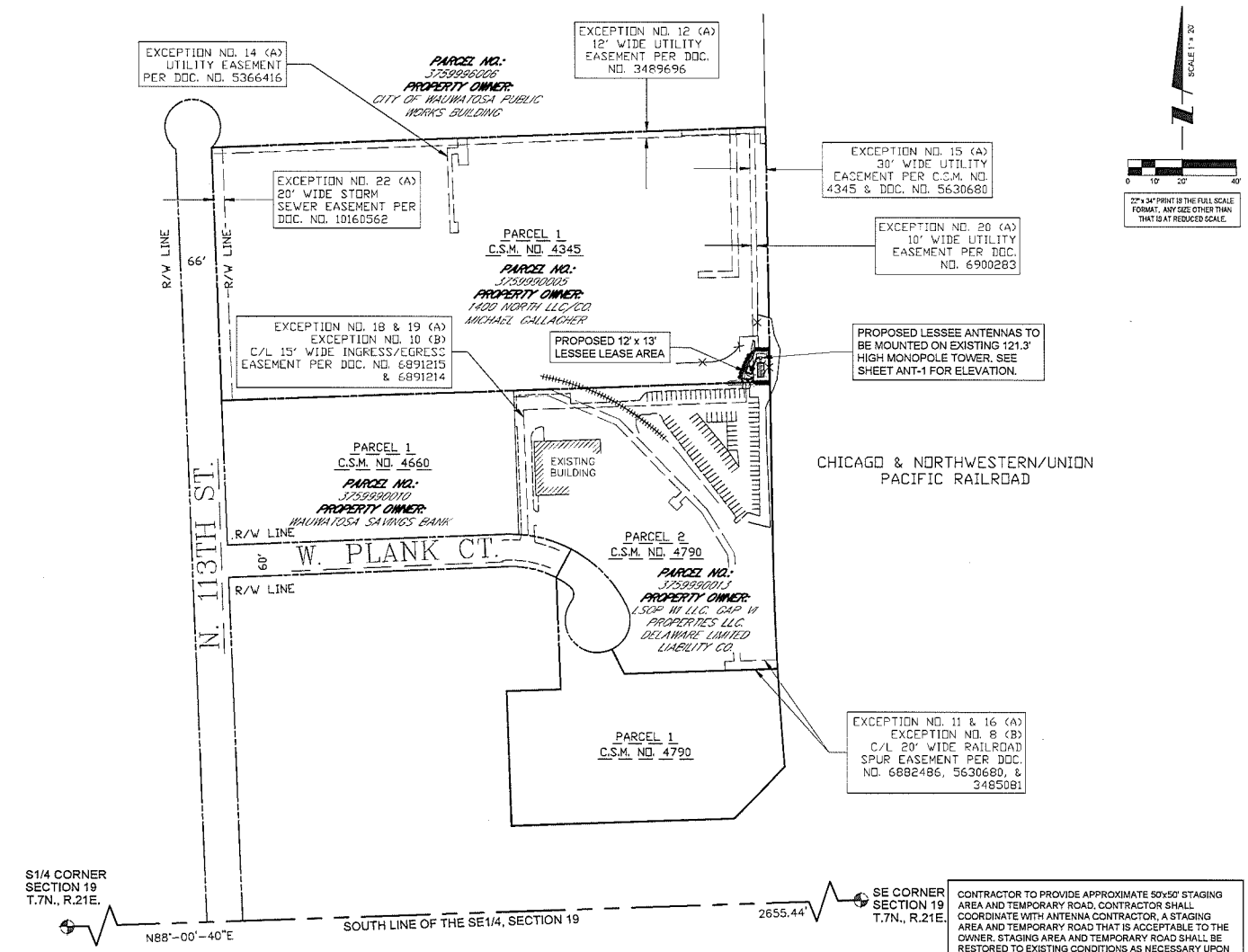
DIGGERS HOTLINE "Call 3 Work Days Before You Dig" TOLL FREE 1-800-242-8511 MILW. AREA (414) 259-1181 TDD 1-800-542-2289

OTHER UTILITIES NOT INCLUDED IN DIGGERS HOTLINE AND LOCAL UTILITY DISTRICTS AND COMPANIES SHALL ALSO BE NOTIFIED

MERIDIAN SURVEYING, LLC
N8774 Firelane 1 Office: 920-993-0881
Menasha, WI 54952 Fax: 920-273-6037

BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
TOP OF NORTHWEST CORNER OF CONCRETE TOWER PAD
ELEVATION: 720.11'

FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.



S1/4 CORNER SECTION 19 T.7N., R.21E.
N88°-00'-40"E
SOUTH LINE OF THE SE1/4, SECTION 19
2655.44'
SE CORNER SECTION 19 T.7N., R.21E.

1 LOCATION PLAN
SCALE: 1" = 20'

CONTRACTOR TO PROVIDE APPROXIMATE 50'x50' STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL COORDINATE WITH ANTENNA CONTRACTOR, A STAGING AREA AND TEMPORARY ROAD THAT IS ACCEPTABLE TO THE OWNER. STAGING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF THE PROJECT.

CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT. CONTRACTOR SHALL PHOTOGRAPH AND VIDEOTAPE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.

THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.

BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS NECESSARY IN THE FORM OF SILT FENCES FOR THE SITE AND BALES AROUND ANY EXISTING MANHOLES, INLETS, OR CATCHBASINS SUSCEPTIBLE TO EROSION. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
d/b/a Verizon Wireless

TERRA CONSULTING
649 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS

NO	DESCRIPTION	DATE	BY
5	ISSUED FOR PERMIT	12/9/16	JTM
6	UPDATE WITH CITY COMMENTS	01/05/17	BTE
7	UPDATE WITH NEW EQR	02/07/17	BTE
8	UPDATE WITH NEW EQR	03/15/17	CMS
9	REVISED EQR BACK TO REV 7 PER CLIENT COMMENTS	05/09/17	JTM
10	ADDITION OF FIVE	10/18/17	JTM
11	UPDATE PER VERIZON COMMENT	10/20/17	JTM

LOC. # 278530

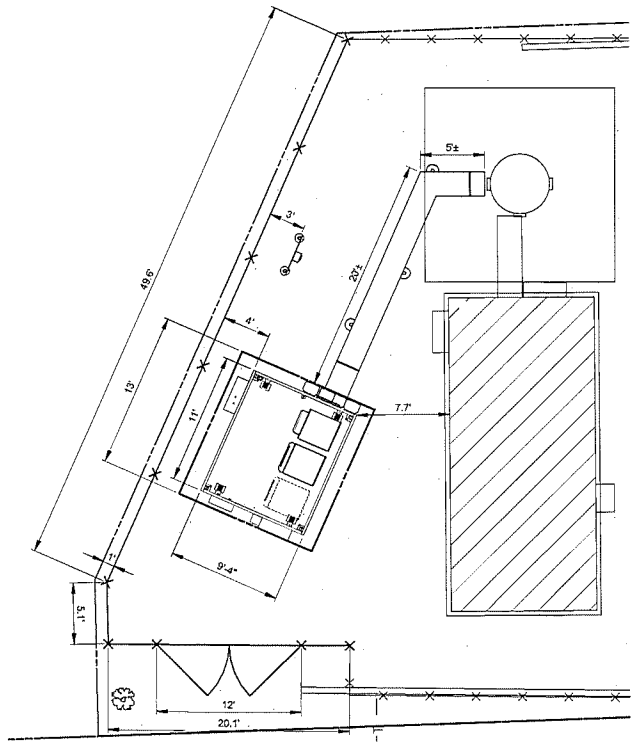
WATERTOWN PLANK

1400 N. 113TH ST.
WAUWATOSA, WI 53226

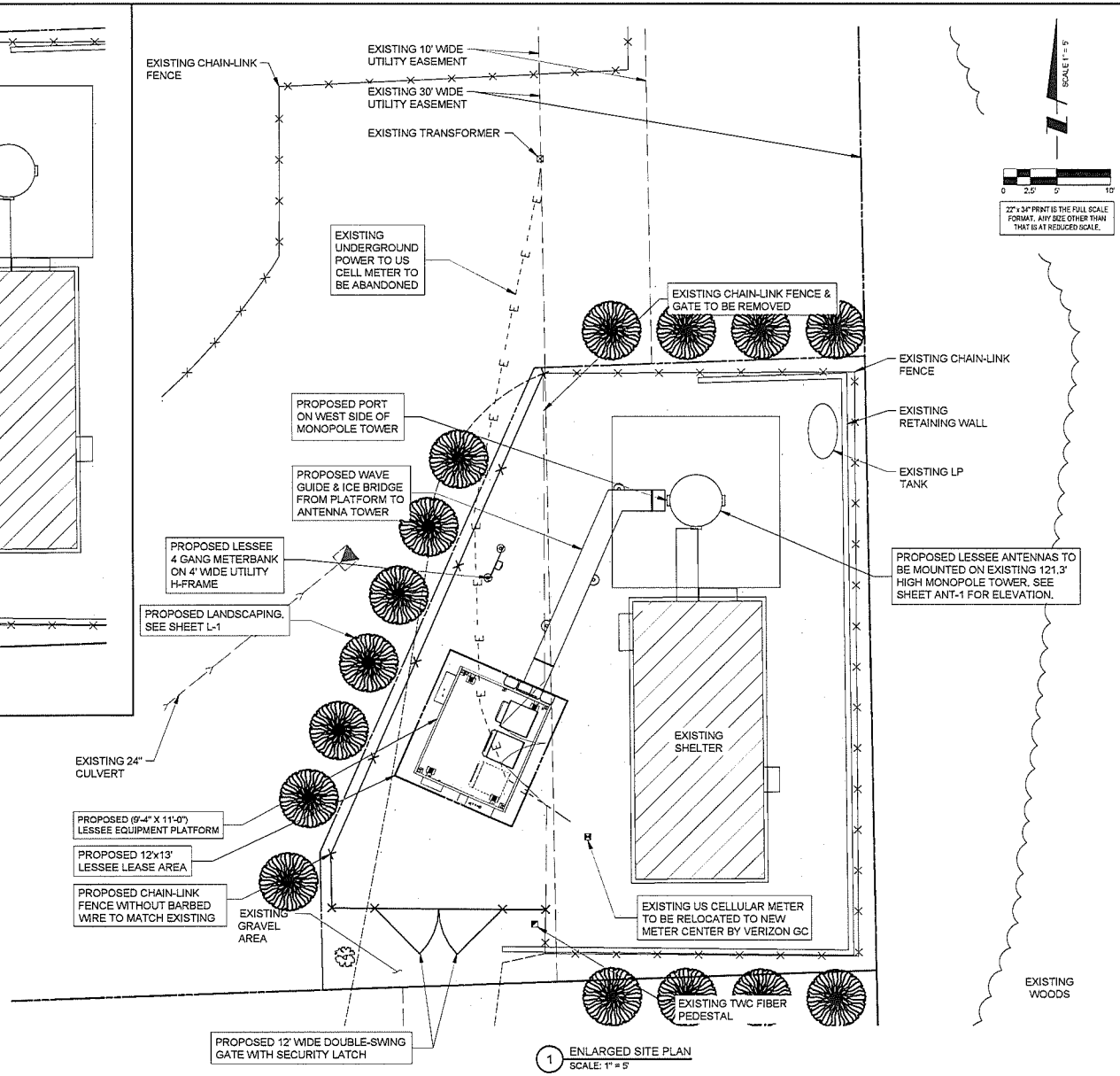
DRAWN BY:	PP
CHECKED BY:	TAZ
DATE:	12/18/13
PROJECT #:	33-1363

SHEET TITLE
LOCATION PLAN

SHEET NUMBER
LP



1 SITE DIMENSION PLAN
SCALE: 1" = 5'



1 ENLARGED SITE PLAN
SCALE: 1" = 5'

DIGGERS HOTLINE
"Call 3 Work Days Before You Dig!"
TOLL FREE 1-800-242-8511
MILW. AREA (414) 238-1141
TDD 1-800-542-2289

OTHER UTILITIES NOT INCLUDED IN DIGGERS HOTLINE AND LOCAL UTILITY DISTRICTS AND COMPANIES SHALL ALSO BE NOTIFIED

MERIDIAN
SURVEYING, LLC
N8774 Firelane 1
Menasha, WI 54952
Office: 920-993-0881
Fax: 920-273-6037

BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
TOP OF NORTHWEST CORNER
OF CONCRETE TOWER PAD
ELEVATION: 720.11'

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
d/b/a Verizon Wireless

TERRA
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS

NO	DESCRIPTION	DATE	BY
5	ISSUED FOR PERMIT	12/26/15	JTM
6	UPDATE WITH CITY COMMENTS	01/30/17	BTE
7	UPDATE WITH NEW ECR	02/27/17	BTE
8	UPDATE WITH NEW ECR	09/19/17	DMS
9	REVISED ECR BACK TO REV 2 PER CLIENT COMMENTS	05/08/17	JTM
10	ADDITION OF NTC	10/19/17	JTM
11	UPDATE PER VERIZON COMMENT	10/20/17	JTM

LOC. # 278530

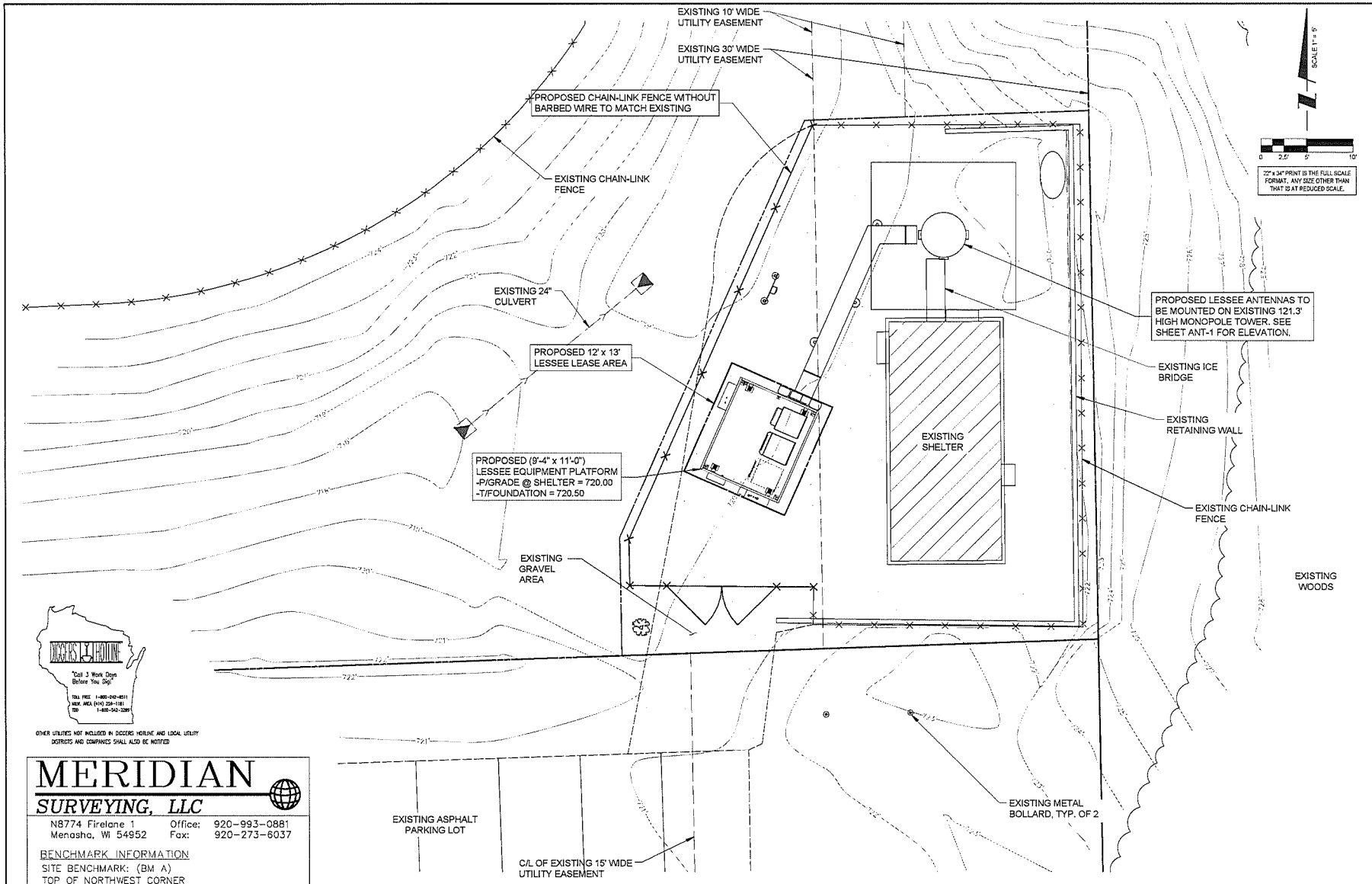
WATERTOWN PLANK

1400 N. 113TH ST.
WAUWATOSA, WI 53226

DRAWN BY:	PP
CHECKED BY:	TAZ
DATE:	12/18/13
PROJECT #	33-1363

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-1



1 SITE GRADING PLAN
SCALE: 1" = 5'

MERIDIAN
SURVEYING, LLC
N8774 Firelane 1
Menasha, WI 54952
Office: 920-993-0881
Fax: 920-273-6037

BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
TOP OF NORTHWEST CORNER
OF CONCRETE TOWER PAD
ELEVATION: 720.11'

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
d/b/a Verizon Wireless

TERRA
CONSULTING ENGINEERS, LTD
609 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS

NO.	DESCRIPTION	DATE	BY
5	ISSUED FOR PERMIT	12/26/16	JTM
6	UPDATE WITH CITY COMMENTS	01/30/17	BTE
7	UPDATE WITH NEW EOR	02/07/17	BTE
8	UPDATE WITH NEW EOR	05/15/17	DAS
9	REVISED EOR BACK TO REV 2 PER CLIENT COMMENTS	05/09/17	JTM
10	ADDITION OF NTC	10/13/17	JTM
11	UPDATE PER VERIZON COMMENT	10/20/17	JTM

LOC. # 278530

WATERTOWN PLANK

1400 N. 113TH ST.
WAUWATOSA, WI 53226

DRAWN BY:	PP
CHECKED BY:	TAZ
DATE:	12/18/13
PROJECT #:	33-1363

SHEET TITLE
SITE GRADING PLAN (SHEET 1 OF 1)

SHEET NUMBER
C-2

MASTER LICENSE SUPPLEMENT

This Master License Supplement ("Supplement") is made and entered into as of this ____ day of _____, 2017, by and between **United States Cellular Operating Company LLC,** a Delaware limited liability company, hereinafter designated as "LICENSOR", and **Verizon Wireless Personal Communications LP, a Delaware limited partnership, d/b/a Verizon Wireless**, hereinafter designated as "LICENSEE", pursuant and subject to that certain Master License Agreement (the "Master Agreement") by and between the parties hereto, dated as of August 18, 1998, as amended, which Master Agreement is incorporated herein by reference as if more fully set forth. All capitalized terms have the meanings ascribed to them in the Master Agreement.

WHEREAS, Licensor is the owner of a tower (the "Tower") located on a parcel of land in which Licensor has been granted an easement located at 1400 N 113th Street, Wauwatosa, WI 53226, as evidenced by that recorded Grant of Easement on Reel 3206, Images 1350-1354, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, (the "Site"). The Site is as described in **Exhibit A-1**, attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to license, and Licensor is willing to provide by license, attachment locations on Licensor's Tower for the installation of Licensee's antennas and related equipment, as well as a license for ground space for the placement of Licensee's ground equipment, all pursuant to the terms and conditions of the Master Agreement.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, and pursuant to the terms of the Master Agreement, it is agreed as follows:

1. Tower Space. Licensor hereby grants to Licensee, pursuant to the terms and conditions of the Master Agreement, a license to place the following equipment on Licensor's Tower at the height and orientation listed:

   Manufacturer and type-number: Amphenol HEX458CW000G
   Number of antennas: Six (6)
   Weight and dimension of antenna(s) (LxWxD): 57 lbs.; 91.7" x 15.6" x 7.4"

   Manufacturer and type-number: Ericsson RRUS B13
   Number of RRUs: Three (3)

   Manufacturer and type-number: Ericsson RRUS A2 B13
   Number of RRUs: Three (3)

Manufacturer and type-number: Ericsson RRUS 12 B4
Number of RRUs: Six (6)

Manufacturer and type-number: Ericsson RRUS 12 B2
Number of RRUs: Six (6)

Manufacturer and type-number: Raycap RCMDC-3315-PF-48
Number of surge suppressors: Three (3)

Transmission line mfr. & type no.: Andrew/HFT1206-24S49
Diameter & length/transmission line: 1-1/2" – approx 120'
Number of transmission lines: Three (3)

Radiation Center of antenna(s) (height) on Tower: 80'
Direction of radiation: 80°, 180°, 290°

2. **Ground Space**. Licensor hereby grants to Licensee, pursuant to the terms and conditions of the Master Agreement, a license to place a 9'4"' x 11" equipment Platform on a 12' x 13' concrete pad at the Site. Licensee shall have the right to have the Property surveyed, and in such case, the survey showing the Site and the means of access to the Site shall be attached hereto and incorporated herein as **Exhibit A-2.**

3. **Additional Rights**. Licensor further grants to Licensee a license to do the following at the Site, subject to the condition that the exercise of them by the Licensee will not materially interfere with the conduct or operations at the Site of the Licensor or any other third party whose presence pre-exists that of the Licensee:

   a. The right to extend and connect cables for signal carriage and amplifier power between Licensee's antennas on the Tower and Licensee's equipment on the ground, as shown on **Exhibit A-2** attached hereto; and

   b. The right and obligation to place a grounding ring around the perimeter of Licensee's equipment building/pad as shown on **Exhibit A-2**; and

   c. The non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a

fifteen (15) foot wide right of way extending from the nearest public right of way, 113th Street and W Plank Ct., to the Site, as shown on **Exhibit A-1** attached hereto; and

d. The non-exclusive right to extend and connect utility lines and related infrastructure between Licensee's equipment and suitable utility company service connection points on the Site; and

e. The non-exclusive right for ingress and egress on and about the Site, as may be required to access the Property as contemplated in the Agreement.

4. **License Fees**. Licensee shall pay Licensor an annual fee of [redacted] to be paid in equal monthly installments of [redacted] on the first (1st) day of each month commencing with the first month of the term of this Supplement in advance to Licensor or to such person, firm or place as the Licensor may, from time to time, designate in writing at least thirty (30) days in advance of any payment date. Licensor's payment address until further notice is:

United States Cellular Operating Company LLC
P.O. Box 958814
St. Louis, Missouri 63195

To the extent applicable, any taxes applying to the License Fee shall be the sole responsibility of Licensee and paid directly to Licensor in addition to the License Fee in a manner and frequency determined by Licensor in its sole and reasonable discretion.

Licensee must include with each payment the specific site location and the alpha numeric site designation as follows: Wauwatosa / #784341.

The annual fee shall be increased on the annual anniversary of this Supplement by the amount as set forth in Paragraph 5 of the Master Agreement, as amended.

5. **Modifications.** Licensee acknowledges that Licensor commissioned **Tower Engineering Professionals** to perform a structural analysis (the "Analysis") to determine the Tower and foundation's structural ability to accommodate Licensee's Equipment to be attached on the Tower as described herein. The Analysis indicates that the Tower and/or foundation is not structurally capable of accommodating all of Licensee's Equipment described herein until the structural modifications to the Tower and/or foundation identified in the Structural Modification Package (the "Modifications") are completed prior to Licensee's

installation. Portions of the Structural Modification Package are attached hereto as **Exhibit C** and are incorporated herein by reference. Licensee agrees to pay Licensor one hundred percent (100%) of the costs Licensor incurs to perform the Modifications, and Licensee agrees to allow Licensor to contract for the performance of the Modifications. Licensee further agrees that no additional equipment shall be installed on the Tower until the Modifications are complete and to Licensor's satisfaction. The Modifications shall become the property of Licensor and shall be considered part of the Tower immediately upon performance of the Modifications, and all references to Tower in the Agreement shall mean and include the Tower as modified by the Modifications immediately upon performance of the Modifications. An estimate of the costs for the Modifications is attached hereto and incorporated herein as **Exhibit D** and Licensee acknowledges that the total actual costs for said Modifications may be either less than or greater than the estimate attached hereto. Licensee hereby agrees to pay in full one hundred percent (100%) of the costs shown in attached **Exhibit D** no later than fifteen (15) days after full execution of this Supplement. In the event Licensor determines that a post-Modification inspection report (by a contractor, to be designated by Licensor) is appropriate, Licensee agrees to pay the cost of said inspection report.

6. **Commencement Date**. The initial term for each Supplement shall be for a term of five (5) years commencing on the first (1st) day of the month in which the Supplement is executed by both parties.

7. **Prime Grant of Easement**. To the extent the Site is subject to a Grant of Easement, the applicable Prime Grant of Easement, as it may have been amended, is attached hereto and incorporated herein as **Exhibit B**.

8. **Site Specific Provision**. Intentionally deleted.

[SIGNATURE PAGE TO FOLLOW NEXT]

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

LICENSOR:

United States Cellular Operating Company LLC

BY: _____
Printed: _____
Title: Vice President
Date: _____

_____
WITNESS

_____
WITNESS

LICENSEE:

Verizon Wireless Personal Communications LP, a Delaware limited partnership, d/b/a Verizon Wireless

By: _____
Name: _____
Its: _____
Date: _____

_____
WITNESS

_____
WITNESS

EXHIBIT "A-1" TO THE SUPPLEMENT

LEGAL (METES AND BOUNDS) DESCRIPTION OF LICENSOR'S GRANTED PROPERTY (THE SITE) AND INGRESS/EGRESS EASEMENT

LEASE PARCEL

A part of Parcel One (1), of Certified Survey Map No. 4345 as recorded in Reel 1542, Image 384, as Document No. 5629587 of Milwaukee County Records and being located in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Nineteen (19), Township Seven (7) North, Range Twenty-One (21) East, City of Wauwatosa, Milwaukee County, Wisconsin containing 2,543 square feet (0.058 acres) of land and being described by:

Commencing at the Southeast Corner of said Parcel 1and the point of beginning; thence N00°-59'-11"W (Recorded as N01°-13'-39"E) 58.00 feet along the East line of said Parcel 1; thence S87°-58'-58"W (Recorded as N89°-48'-12"W 31.00 feet; thence S23°-50'-38"W (Recorded as S26°-03'-28"W) 50.00 feet; thence S00°-59'-11"E (Recorded as S01°-13'-39"W) 13.00 feet to a point on the South line of said Parcel 1; thence N87°-58'-58"E (Recorded as S89°-48'-12"E) 52.00 feet along said South line to the point of beginning, being subject to any and all easements and restrictions of record.

15' WIDE INGRESS/EGRESS EASEMENT

A part of Parcel Two (2), of Certified Survey Map No. 4790 as recorded in Reel 1927, Image 943, as Document No. 5943790 of Milwaukee County Records and being located in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Nineteen (19), Township Seven (7) North, Range Twenty-One (21) East, City of Wauwatosa, Milwaukee County, Wisconsin containing 10,200 square feet (0.234 acres) of land and being 7.5 feet each side of and parallel to the following described centerline:

Commencing at the Northeast Corner of said Parcel 2 (also being the Southeast Corner of Parcel 1 of Certified Survey Map No. 4325) thence S87°-58'-58"W (Recorded as N89°-48'-12"W) 44.50 feet along the North line of said Parcel 2 (also being the South line of Parcel 1 of Certified Survey Map No. 4325) to the point of beginning; thence S00°-59'-11"E (Recorded as S01°-13'-39"W) 36.00 feet; thence S87°-58'-58"W (Recorded as N89°-48'-12"W) 412.00 feet; thence S02°-12'-29"E (Recorded as S00°-00'-21"W) 232.00 feet to a point on the North line of Plank Court and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the North line of Plank Court.

SURVEY ATTACHED HERETO