

Prepared by:
Wireless Propco, LLC
44 South Broadway, Suite 601
White Plains, NY 10601
Site Name: 22-WI0021

Record and Return to:
Old Republic National Title Insurance Company
530 South Main Street, Suite 1061
Akron, OH 44311
File No.: 01-23005220-01T

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 2023 (“Effective Date”), by and between City of Manitowoc, Wisconsin, whose address is 900 Quay Street, Manitowoc, Wisconsin 54220 (“Site Owner”) and Wireless Propco, LLC, a Delaware limited liability company, whose address is 44 South Broadway, Suite 601, White Plains, NY 10601 (“Wireless Propco”). All references hereafter to “Wireless Propco” and “Site Owner” shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Wireless Propco and Site Owner, collectively, “Parties”).

RECITALS

WHEREAS, Site Owner is the owner of that certain property located in the City and County of Manitowoc, in the State of Wisconsin (the “Property”), having a street address of 736 Revere Drive, and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Wireless Propco full discharge and acquittance therefor, Site Owner and Wireless Propco agree to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Wireless Propco:

(i) an exclusive easement in, to, under and over portion of the Property substantially as shown and/or described on Exhibit B-1 (“Communication Easement”) for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities (collectively, “Facilities”) and any related activities and uses including those necessary for Wireless Propco to comply with its obligations under the agreements listed on Exhibit C (“Existing Agreements”) together with the right to enter the Property and access the Easements described below, twenty-four (24) hours a day,

seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement; and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 (“Access and Utility Easements,” Communication Easement and Access and Utility Easements, collectively “Easements”) for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses; and

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property demised in Exhibit B-1, including that area leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner conveys, transfers and assigns to Wireless Propco, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Wireless Propco of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Wireless Propco assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities: (i) are not the responsibility of the Site Owner pursuant to the terms of this Agreement and (ii) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Wireless Propco shall have the right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Wireless Propco and/or Wireless Propco’s present or future lessees or licensees (collectively, “Customers”). Notwithstanding the foregoing, Site Owner shall have the continued and uninterrupted right during the term of this Agreement and the Easements to use Site Owner’s existing and replacement emergency communications equipment located within the Easements areas without paying rent to Wireless Propco. Site Owner’s existing emergency communications equipment may be updated or replaced at the discretion of the Site Owner. Site Owner has no intention of increasing its footprint for its use of this equipment and will cooperate with Wireless Propco and its customers should future modifications be necessary, as long as emergency communication services remain uninterrupted.

4. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date. Notwithstanding the foregoing, in the event Wireless Propco and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five (5) years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Wireless Propco may surrender the Easements for any reason or at any time by giving thirty (30) days’ notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Wireless Propco and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.

5. Improvements; Utilities. Wireless Propco and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Wireless Propco and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Wireless Propco and to act reasonably and in good faith in granting Wireless Propco the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Wireless Propco’s request, execute and record a separate written easement with Wireless Propco or with the utility company providing the utility service to reflect such right. If necessary, Wireless Propco shall cooperate with Site Owner in an effort to locate additional utilities without negative impact to the historic structures located proximate to the Easements.

6. Power of Attorney. Site Owner hereby irrevocably constitutes and appoints Wireless Propco as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to: (i) negotiate and consummate leases, licenses and/or other agreements of use within the Easements with Customers, having a duration beyond the term of this Agreement, (ii) to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Wireless Propco and/or its Customers, (iii) execute any and all necessary documentation to comply with applicable laws, statutes or regulations, (iv) and to sign and consent to any agreement required by Customers so long as such consent does not materially increase Site Owner's obligations in any way, financial or otherwise.

7. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Wireless Propco to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement and the Easements. Without limiting the foregoing, and except to the extent Taxes are the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Wireless Propco, Site Owner shall furnish to Wireless Propco a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Wireless Propco shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Wireless Propco for the full amount of such Taxes paid by Wireless Propco on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Wireless Propco.

8. Property Maintenance and Access. Site Owner agrees to maintain the Property. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Site Owner agrees to provide Wireless Propco and its Customers access to and from the Easements and all other space in the Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

9. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Wireless Propco, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to Wireless Propco true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) Site Owner has no past or current claims for utilities, taxes or other charges against tenants under the Existing Agreements; (g) Site Owner hereby waives all claims against said tenants and Wireless Propco for reimbursement of any future charges or expenses paid by Site Owner on behalf of Wireless Propco or said tenants unless Site Owner forwards evidence of the charge or expense and payment thereof for reimbursement within three (3) months of the date incurred; (h) as of the Effective Date, Site Owner shall not, without the prior written consent of Wireless Propco, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Wireless Propco under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (i) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements, which relate to the use, ownership and operation of Property; and (j) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Wireless Propco and/or any Customers.

10. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Wireless Propco will introduce or use any such Substance on, under or about the

Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits other than for utilities, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Wireless Propco shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

11. **General Indemnity.** In addition to the Environmental Indemnity set forth above, Site Owner and Wireless Propco shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

12. **Assignment; Secured Parties.** Wireless Propco has the unrestricted right to assign, mortgage or grant a security interest in all of Wireless Propco's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Wireless Propco and Secured Parties (provided Wireless Propco has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Wireless Propco and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Wireless Propco has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Wireless Propco's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Wireless Propco accruing prior to the date that such Secured Party succeeds to such interest. . Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

13. **Estoppel Certificate.** At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

14. **Additional Customers.** It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints Wireless Propco as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of Wireless Propco to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by Wireless Propco shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Wireless Propco's Customers on behalf of itself or on behalf of any third party. Wireless Propco shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the

Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Wireless Propco with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Wireless Propco and shall not be extinguished by Wireless Propco's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Wireless Propco in writing of such grant or transfer, with the name and address of the purchaser.

15. Condemnation. In the event of any condemnation of the Easements in whole or in part, Wireless Propco shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Wireless Propco may be legally entitled. Site Owner hereby assigns to Wireless Propco any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Wireless Propco.

16. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

17. Dispute Resolution.

If Wireless Propco fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Wireless Propco and any Secured Parties, provided Wireless Propco has given Site Owner notice and contact information of Secured Parties, in writing of any default by Wireless Propco, and to give Wireless Propco and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Wireless Propco's receipt of the written default notice. If Wireless Propco or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and Wireless Propco's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Wireless Propco or its Customers, Wireless Propco shall have the right to seek injunctive relief, without the necessity of posting a bond.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Wireless Propco set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

19. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Wireless Propco with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Wireless Propco, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Wireless Propco for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Wireless Propco has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

"SITE OWNER":

City of Manitowoc, Wisconsin

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Tel: _____

Fax: _____

State of Wisconsin
County of _____

This instrument was acknowledged before me on _____ by _____
as _____ of City of Manitowoc, Wisconsin.

Signature of Notarial Officer
(Seal, if any)

Title (and Rank)

My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

“WIRELESS PROPCO”:

Print Name: _____

WIRELESS PROPCO, LLC, a Delaware limited liability company

Print Name: _____

By: _____
Name: Carlos Melendez
Title: Authorized Representative

Address: 44 South Broadway, Suite 601
City: White Plains
State: NY
Zip: 10601
Tel: 646-452-5455
Fax: 301-360-0635

STATE OF NEW YORK)
) ss. WHITE PLAINS
COUNTY OF WESTCHESTER)

On the ____ day of _____ in the year of 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Carlos Melendez, Authorized Representative of Wireless Propco, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Being part of the North half (N1/2) of the Southwest Quarter (SW 1/4) and South One-half (S 1/2) of Northwest Quarter (NW 1/4), Section 19, Township 19 North, Range 24 East, including all of Block Two (2) of F. Heyroth's Subdivision and all of Woodlawn Addition and the South 37.5' of vacated part of Prospect Avenue, City of Manitowoc, Manitowoc County, Wisconsin.

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

Existing Space:

The premises demised under the Existing Agreements, the areas where any existing communications equipment is located, and the existing wireless communication tower, together with the non-exclusive access and utility easements as depicted on the Site Map by Williams & Works dated June 30, 2000 on Schedule A attached.¹ In the event that Schedule A is redacted to facilitate recordation, copies of Schedule A can be obtained from the offices of Wireless Propco, LLC.

Additional Space:

Two Hundred Fifty (250) additional square feet adjacent to the Existing Space.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

City of Manitowoc, Wisconsin

By: _____
Name: _____
Title: _____
Date: _____, 2023

Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company

By: _____
Name: Carlos Melendez
Title: Authorized Representative
Date: _____, 2023

¹ The Existing Space includes the area previously demised under that certain Communication Tower Agreement dated February 10, 2011 by and between City of Manitowoc, as Lessor, and Clear Wireless LLC, a Nevada limited liability company, as Lessee, as may have been amended and assigned, and that certain Antenna Collocation Lease Agreement dated October 2, 2000 by and between City of Manitowoc, as Lessor, and Alamosa Wisconsin Limited Partnership, as Lessee, as may have been amended and assigned.

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and including the following:

Access Easement:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to **Revere Drive, Manitowoc, WI** (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

An Ingress/Egress Easement 10 feet wide located in the Northeast ¼ of the Southwest ¼ of Section 19, T. 19 N., R 24 E, City of Manitowoc, Manitowoc County, Wisconsin the centerline of which is more particularly described as follows: Commencing at the South ¼ corner of said Section 19; thence along the east line of the said Southwest ¼, N. 00° 28' 43" E. 2116.59 feet; thence N. 89° 03' 00" W. 60.21 feet to the west right of way line of Revere Drive and the point of beginning; thence continuing N. 89° 03' 00" W. 318.31 feet; thence S. 21° 41' 00" W., 109.44 feet; thence N. 89° 18' 00" E., 50.25 feet to the point of termination of said easement. It is the intent of this description to describe an easement 10 feet wide in its entirety from the point of beginning to the point of termination.

Utility Easement:

A non-exclusive easement in, to, under and over portions of the Property for ingress and egress to the Communication Easement, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations on the Property as is necessary to install wiring, electronic equipment and other personal property, and to support and maintain the Facilities (hereinafter the "Utility Easement") along with the right to use said Access Easement and Utility Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

A Utility Easement, 10 feet wide, located in the Northeast ¼ of the Southwest ¼ of Section 19, T. 19 N., R 24 E., City of Manitowoc, Manitowoc County, Wisconsin, the centerline of which is more particularly described as follows: Commencing at the south ¼ corner of said section 19; thence along the east line of the said southwest 1/4; N. 00° 28' 43" W., 2116.59 feet; thence N. 89° 03' 00" W., 60.21 feet to the west right of way line of Revere Drive; thence along the said right of way line, S. 22° 48' 00" W., 115.00 feet to the point of beginning; thence S. 86° 32' 34" W., 220.72 feet, thence N. 45° 56' 20" W. 32.76 feet to the point of termination along the east wall of an existing brick equipment building. It is the intent of this description to describe an easement 10 feet wide in its entirety from the point of beginning to the point of termination along said wall.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

City of Manitowoc, Wisconsin

By: _____

Name: _____

Title: _____

Date: _____, 2023

Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company

By: _____

Name: Carlos Melendez

Title: Authorized Representative

Date: _____, 2023

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Wireless Propco, as of the effective date herein, all of its right, title and interest in, to and under any existing wireless communications lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property including, without limitation, the following:

That certain Antenna Collocation Lease Agreement dated March 19, 2001 by and between City of Manitowoc, as Lessor and TeleCorp Realty L.L.C., a Delaware limited liability company, as Lessee, as amended by the First Amendment to Antenna Collocation Lease Agreement dated July 25, 2017 by and between Lessor and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Lessee.

Site Owner hereby authorizes Wireless Propco to replace this Exhibit C if information becomes available to Wireless Propco which more accurately describe the agreement listed above, and upon delivery to Site Owner, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

Read, Agreed and Approved:

Site Owner:

City of Manitowoc, Wisconsin

By: _____
Name: _____
Title: _____
Date: _____, 2023

Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company

By: _____
Name: Carlos Melendez
Title: Authorized Representative
Date: _____, 2023

EXHIBIT D

TITLE ENCUMBRANCES

NONE