

EXECUTION VERSION

**POLE USE LICENSE AGREEMENT
BETWEEN
CITY OF LA CROSSE
AND
WISCONSIN TECHNOLOGY NETWORKING, LLC**

This Pole Use License Agreement (“**Agreement**”), dated as of the last signature date below (“**Effective Date**”), is entered into between the City of La Crosse, Wisconsin (“**City**” or “**Licensor**”) and Wisconsin Technology Networking, LLC, and its successors and assigns (“**WITN**” or “**Licensee**”). Licensor and Licensee are collectively referred to as the “**Parties**.”

RECITALS

- A. City owns streetlight poles located in local Rights-of-Way within the City of La Crosse, La Crosse County, Wisconsin.
- B. WITN wishes to attach certain Wireless Attachments to City’s Poles or Replacement Poles, such facilities to be used by third-party providers of commercial mobile radio services, as that term is used in 47 U.S.C. § 332(d) (“**Carriers**”).
- C. City is willing to grant WITN a license for such use pursuant to the terms of this Agreement.

AGREEMENT

The Parties agree as follows:

1. **Definitions.**

- 1.1. **Authorization** means the written or electronic authorization by City for Licensee to install and maintain Wireless Attachments on a Pole or Replacement Pole pursuant to the requirements of this Agreement.
- 1.2. **Authorized Pole** means a Pole listed on **Exhibit A** for which Licensee has received an Authorization from City for the placement of Wireless Attachments.
- 1.3. **Carrier** means a third-party provider of Wireless Services via Licensee’s Wireless Attachments located on a Pole.
- 1.4. **Law** means any federal, state, or local law, regulation, ordinance or order applicable to the activities described in this Agreement (including, but not limited to, those issued by the Federal Communications Commission (“**FCC**”) or its successor agency) and any binding judicial interpretations thereof.
- 1.5. **Pole** means a streetlight pole owned by City and on which Licensee seeks to place or has placed Wireless Attachments.

- 1.6. **Replacement Pole** means a streetlight pole installed by Licensee in place of a Pole where necessary to accommodate Licensee's Wireless Attachments.
 - 1.7. **Rights-of-Way or ROW** means the surface of, and the space above and below, not to exceed the current usual and customary height and/or depth of existing utilities, any City street, road, alley, highway, public way, or sidewalk held by City or over which City exercises any rights of management control.
 - 1.8. **Wireless Attachments** means wires, cables, radios, antennas, and other facilities and appurtenant equipment used to provide Wireless Service.
 - 1.9. **Wireless Service** means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the FCC or any successor agency.
2. **Grant of License.**
- 2.1. Subject to the terms of this Agreement, City grants WITN a revocable, nonexclusive license authorizing Licensee to install, maintain, and operate Wireless Attachments on City's Poles.
 - 2.2. The Parties agree to be bound by all provisions of this Agreement and the Authorizations issued pursuant to this Agreement.
 - 2.3. City will issue an Authorization to Licensee only when City determines, in its sole judgment, reasonable exercised, that:
 - 2.3.1. It has sufficient capacity to accommodate the attachment request;
 - 2.3.2. Licensee meets all requirements set forth in this Agreement and in City ordinances;
and
 - 2.3.3. The affected Poles can safely accommodate the proposed Wireless Attachments consistent with all applicable Laws.
 - 2.4. A list of Authorized Poles shall be shown on **Exhibit A**, which shall be updated as each new Authorization is granted.
 - 2.5. The Pole or Replacement Pole shall remain City's property at all times.
 - 2.6. Nothing in this Agreement grants Licensee the right to install its own poles in the Right-of-Way.
 - 2.7. **CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO CITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED. CITY EXPRESSLY DISCLAIMS THE STATE OF TITLE OF THE POLE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

3. **License Fee/Capital Contribution.**

- 3.1. Starting thirty (30) days after the Effective Date and on each anniversary thereof throughout the duration of this Agreement as renewed or extended, Licensee shall pay an annual “License Fee” to City in the amount of \$1,800 per year for each and every Pole on which Licensee maintains Wireless Attachments. Licensee shall pay the License Fee to City by January 1 of each year, with such payments prorated for any partial year.
 - 3.2. On each anniversary of the Effective Date, the License Fee shall increase by 3% each year.
 - 3.3. Upon execution of this Agreement, Licensee shall make a one-time capital contribution to City in the amount of Five Thousand Dollars (\$5,000.00).
 - 3.4. In the event Licensee fails to pay any sums when due and such failure continues for ten (10) days after the due date, Licensee shall pay to City a late fee on the total payment due of 1.5% per month.
4. **Term.** The “Initial Term” of this Agreement shall be for a period of ten (10) years beginning on the Effective Date. Provided that Licensee is not in default under this Agreement at the end of the Initial Term or any Renewal Term, this Agreement shall automatically be extended for two (2) additional five (5) year terms (each a “Renewal Term”) unless Licensee notifies City in writing of its intent not to renew at least ninety (90) days prior to the end of the then-current term.

5. **Permitted Uses.**

- 5.1. Licensee shall continuously use each Pole solely for the purpose of installation, maintenance, and operation of the Wireless Attachments.
- 5.2. This Agreement is limited to the uses specifically stated in this Agreement, and no other use by Licensee shall be allowed without City’s express written consent to such use. Nothing in this Agreement shall be construed to require City to allow Licensee to use City’s Poles after the termination of this Agreement.

6. **Installation/Approvals.**

- 6.1. Licensee shall not install, nor allow to be installed, Wireless Attachments on a Pole without first obtaining all necessary federal, state, and local governmental approvals and permits for such installation.
- 6.2. All Wireless Attachments shall be installed either on the Pole or underground.
- 6.3. Prior to commencing installation, Licensee shall submit detailed construction drawings (“CDs”) to Licensor for Licensor’s written approval, which approval must be obtained before Licensee may commence any work on or about a Pole. The CDs, among other things, should specify whether Licensee will install a Replacement Pole. Upon approving the CDs, City shall issue an Authorization for Licensee to commence work on or about the affected Pole.

- 6.4. Any installation of Wireless Attachments and Replacement Poles, if necessary, shall be completed in a neat and workmanlike manner, in accordance with sound engineering practices and applicable Laws, and in strict compliance with the approved CDs, which shall be attached as **Exhibit B**.
- 6.5. In the event a Pole or a Replacement Pole is damaged and, in City's or Licensee's reasonable judgment, requires replacement, Licensee shall be responsible for the cost of the new Pole. If the damage is such that it may reasonably be repaired without replacement, City shall be responsible for the cost of repair.
- 6.6. Licensee, within ninety (90) days after the installation of the Wireless Attachments, shall provide to Licensor as-built drawings of the Wireless Attachments installed on the Pole. Such drawings shall be accompanied by a complete and detailed inventory of all the Wireless Attachments actually placed on the Pole. Such drawings and inventory shall be attached as **Exhibit C** and shall be updated as necessary.
- 6.7. Licensee shall not permit any claim or lien to be placed against any part of the Pole that arises out of work, labor, material, or supplies provided or supplied to Licensee, its contractors, or their subcontractors, for the installation, construction, operation, maintenance, or removal of the Wireless Attachments or use of the Pole. Upon thirty (30) days' prior written notice from Licensor, Licensee shall cause any such claim or lien filed by any third party making a claim against, through, by, or under Licensee, to be discharged by bonding or letter of credit to give Licensor security to protect Licensor's interest from the claim or lien. If Licensee elects to obtain a bond, it will be with a company authorized to provide bonds in Wisconsin.

7. **Modifications.**

- 7.1. Licensee shall not add or allow a Carrier to add any additional equipment or otherwise modify the then existing Wireless Attachments ("**Modifications**") on a Pole without City's prior written approval. At least thirty (30) days prior to the anticipated installation date of the Modifications, Licensee shall submit to Licensor new CDs for the Modifications and any supplemental materials as may be requested for Licensor's evaluation and written approval. If approved, the Modifications shall be made only upon Licensee or the Carrier, as the case may be, first obtaining all necessary federal, state, and local governmental approvals and permits for such Modifications.
- 7.2. Modifications shall not be subject to additional approval from City to the extent that:
 - 7.2.1. Modification of the Wireless Attachments involves only substitution of internal components, and does not result in any change to the external appearance, dimensions or weight of the attachment, as originally approved by City; or
 - 7.2.2. Such Modification involves replacement of existing Wireless Attachments with Wireless Attachments that are the same or smaller in weight and dimensions.
- 7.3. All Modifications shall be made in a neat and workmanlike manner, in accordance with sound engineering practices and applicable Laws; and in strict compliance with the CDs as approved

by Licensor. On making the Modifications, Licensee shall provide to Licensor updated as-built drawings, which shall be attached to Exhibit C.

8. Termination/Removal/Restoration.

8.1. Termination. This entire Agreement or any license granted with respect to an Authorized Pole or Replacement Pole as described in Exhibit A, as the exhibit may be amended from time to time, may be terminated prior to the expiration of the Initial Term or any Renewal Term as follows:

- 8.1.1. By Licensor upon written notice to Licensee, if Licensee fails to pay any amount when due concerning the applicable Wireless Attachments and such failure continues for fifteen (15) days after Licensee's receipt of written notice of non-payment; or
- 8.1.2. By either Party upon notice to the other Party, if such Party breaches any provision of this Agreement and the breach is not cured within forty-five (45) days after receipt of written notice of the breach from the non-breaching Party; or
- 8.1.3. By Licensee, at any time, with or without cause, upon notice five (5) months' advanced written notice to Licensor, and Licensee shall have no further obligations or liability in connection therewith including for the payment of any applicable recurring fees.

9. Removal/Restoration.

9.1. Within thirty (30) days of the termination or expiration of this Agreement, Licensee shall do the following:

- 9.1.1. Remove and lawfully dispose of all Wireless Attachments installed on the Pole or Replacement Pole, as the case may be.
- 9.1.2. Remove all subsurface facilities.
- 9.1.3. Repair, to City's reasonable satisfaction, any damage to the Pole or Replacement Pole due to the removal of the Wireless Attachments or any other causes.
- 9.1.4. If the Pole or Replacement Pole is taller than the original Pole or made from a different material (e.g., wood or steel), then, at City's request, install a new pole at a height and of the same material as the original Pole.

9.2. If Licensee fails to remove the Wireless Attachments in accordance with this Agreement, which failure continues for a period of thirty (30) days after written notice from Licensor, Licensor may (but is not obligated to) perform such removal, disposal, and restoration at Licensee's expense. Licensee will reimburse Licensor for Licensor's actual costs of removal, increased by 10% for Licensor's oversight and administrative expense. Licensee shall pay any invoice for such removal, disposal, and restoration within forty-five (45) days of receipt.

9.3. Bond. Within ten (10) days after the Effective Date, Licensee shall provide to Licensor a performance bond in the amount of Forty Thousand Dollars (\$40,000.00) and renewed as necessary to ensure Licensee's performance under this Agreement as well as the proper and timely restoration of the ROW and removal of the Wireless Attachments subject to this

Agreement and subject to the City of La Crosse Right-of-Way License Agreement between Licensee and City. The bond shall also ensure the proper restoration of the Pole or Replacement Pole and associated ground space in the ROW as well as any damage to the ROW caused by Licensee, its employees, agents, contractors, or Carriers. The City of La Crosse will be named as the obligee in the bond.

10. **Relocation.**

- 10.1. In the event a City public works project (“**City Project**”) requires that a Pole or Replacement Pole upon which Licensee maintains Wireless Attachments be relocated either permanently or temporarily, Licensee shall relocate the affected Pole or Replacement Pole and its Wireless Attachments during the time period necessary to accommodate the City Project provided that, in non-emergency situations, City has given Licensee reasonable advanced written notice of the City Project.
- 10.2. In the event that Licensee does not relocate the Pole or Replacement Pole and its Wireless Attachments as City directs pursuant to Section 10.1, City shall have the right to perform the relocation itself at Licensee’s expense or it may collect liquidated damages pursuant to Section 10.3. If City performs the relocation, Licensee will reimburse City for City’s actual costs of removal as evidenced by documentation provided to Licensee.
- 10.3. In the event that a Pole or Replacement Pole must be permanently or temporarily relocated to accommodate a City Project and the City Project cannot commence due to any action or inaction on Licensee’s part with respect to the relocation of the Pole or Replacement Pole and/or its Wireless Attachments, City may elect to collect liquidated damages of \$500 per day for each day the City Project is delayed following one (1) day’s written notice from City to Licensee of such delay, which notice may be given only if City has previously provided at least fourteen (14) calendar days’ prior written notice of the City Project. Such liquidated damages are not intended to be a penalty.

11. **Interference.**

- 11.1. Licensee shall operate the Wireless Attachments in a manner that will not cause harmful interference to:
 - 11.1.1. The facilities of others lawfully occupying the ROW, provided that the installation of such facilities predate that of the offending Wireless Attachments;
 - 11.1.2. All public safety equipment operated by City or other local governmental agency; and
 - 11.1.3. Any communications systems operated by City, regardless of when such systems are installed or when their use commences.
- 11.2. In the event City notifies Licensee that it suspects that Licensee’s Wireless Attachments are a source of harmful interference with City’s supervisory control and data acquisition (“**SCADA**”) equipment or any public safety equipment, Licensee shall use its best efforts to work with City to determine whether any of its Wireless Attachments are a source of such interference and to eliminate the interference. Due to the critical nature of public

safety equipment and City's SCADA equipment, Licensee shall, if directed by City, immediately cease operation of the offending Wireless Attachments until Licensee is able to cure and eliminate the interference to City's satisfaction. Licensee acknowledges that it may be necessary for Licensee to modify or relocate the offending Wireless Attachments to eliminate such interference, and City shall reasonably consider relocation sites in such event.

- 11.3. In the event that Licensee refuses to or is unable to eliminate the interference within twenty-four (24) hours of receiving notice of the interference, City shall have the right to terminate the Authorization associated with the offending Wireless Attachments.
 - 11.4. The Parties agree to cooperate in developing solutions to interference problems, including determining which modifications may be necessary to end the interference.
 - 11.5. If relocation or modification is deemed necessary by City due to harmful interference with City's communications or with public safety equipment caused by Licensee's Wireless Attachments, Licensee shall redesign or relocate any or all of its Wireless Attachments to alternate locations approved by City, at Licensee's sole cost and expense, or if such modification or relocation is not acceptable to Licensee, Licensee may terminate this Agreement.
 - 11.6. Except in emergencies or as otherwise agreed to by City, Licensee shall not perform or have performed any tests, construction, installation, operation, maintenance, or repair on or around a Pole that will interfere with the use of the ROW by City or members of the general public.
 - 11.7. **LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING LICENSEE'S EXCLUSIVE USE OF CITY'S POLES OR NONINTERFERENCE WITH LICENSEE'S OPERATIONS AND ALL SUCH WARRANTIES AND REPRESENTATIONS ARE HEREBY DISCLAIMED.**
12. **Compliance with Laws.** Licensee, at its expense, shall diligently, faithfully, and promptly wholly obey and conform with all Laws. Any fines or penalties imposed for improper or illegal installation or operation of the Wireless Attachments shall be Licensee's sole responsibility.

13. **Indemnification/Liability.**

- 13.1. Licensee shall indemnify, defend, and hold harmless City of La Crosse and its elected officials, officers, commissioners, employees, agents, representatives, and departments (collectively, "**Indemnitees**"), from and against any and all costs, claims, liens, damages, losses, expenses (including reasonable attorney's fees and other costs and expenses of litigation), fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature (collectively, "**Claims**") which may be asserted against or incurred by City or Indemnitee or for which City or Indemnitee may be held liable, which arise from the negligence, willful misconduct, or other fault of Licensee or its employees, agents, contractors, or their subcontractors or a Carrier or from the installation, operation, use, maintenance, repair, removal, or presence of the Wireless Attachments, whether they

be owned by Licensee or a Carrier, except to the extent such Claims are caused by the negligence or willful misconduct of City or an Indemnitee.

- 13.2. Licensee's obligations under this Article 13 shall not be limited by deductible amounts under any insurance policy required under this Agreement. City shall give prompt written notice to Licensee of any claim for which City seeks indemnification. Licensee shall have the right to investigate, defend, and compromise these claims with prompt notice to City Attorney.
- 13.3. Licensee's obligation under this Article 13 shall survive termination or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City or any Indemnitee.
- 13.4. Licensee undertakes and assumes for its officers, employees, agents, affiliates, contractors, subcontractors, and Carriers all risk of dangerous conditions, if any, on or about a Pole or Replacement Pole.

14. Insurance.

- 14.1. During the term of this Agreement, Licensee shall carry, at its own cost and expense, the following insurance:
 - 14.1.1. Workers' Compensation and Employer's Liability insurance as required by law.
 - 14.1.2. Commercial Automobile Liability insurance covering all owned, hired, and non-owned private passenger autos and commercial vehicles, with limits of liability not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence and in the aggregate.
 - 14.1.3. Commercial General Liability ("CGL") insurance with respect to its activities in the ROW, such insurance to afford minimum protection of at least Two Million and 00/100 Dollars (\$2,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage.
 - 14.1.4. Umbrella Liability Insurance in excess of the CGL and automobile liability insurance required above, with limits of liability not less than Five Million and 00/100 Dollars (\$5,000,000) per occurrence and in the aggregate.
- 14.2. Such insurance will be primary with respect to Licensee's indemnity obligations under this Agreement. The insurer must be licensed to do business in the State of Wisconsin and have an A- or better rating from AM Best. All policies, other than workers' compensation and employer's liability, shall be written on an occurrence and not on a claims-made basis.
- 14.3. Licensee's CGL, automobile, and umbrella policies shall contain a provision listing City of La Crosse as an additional insured, which shall be so stated on the certificate of insurance. Upon execution of this Agreement, Licensee shall furnish Licensor with certificates of insurance and the declarations page and endorsement adding City as an additional insured as required under this Article 14.

- 14.4. Licensee shall ensure that each of its contractors and/or subcontractors adhere to the same insurance requirements set forth in this Article (the “**Insurance Requirements**”); provided, however, this provision may be satisfied by contractors' insurance policies that meet the Insurance Requirements and insure the activities of their subcontractors in lieu of separate subcontractor insurance policies.
- 14.5. City may increase the limits of liability stated in Sections 14.1.2 to 14.1.4 in the event of any factors or occurrences, including, without limitation, substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or Laws that would materially increase City's exposure to risk.
15. **Assignment.** Licensee shall not assign all or any portion of this Agreement or any license granted under this Agreement without City's prior written consent, which may not be unreasonably withheld, conditioned, or delayed. Licensee may assign this Agreement without City's consent to any of its subsidiaries or successor legal entities, or its parent company, or to any entity acquiring substantially all of Licensee's assets; provided, however, that Licensee gives City thirty (30) days' advance written notice of the assignment. Such notice shall identify the assignee and provide appropriate contact information. Any unauthorized assignment shall be void, and City shall have the right to immediately terminate this License upon such unauthorized assignment. Any assignment allowed under this Agreement shall not be effective until the assignee agrees in writing to assume all of Licensee's obligations under this Agreement.
- The Parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain facilities deployed by Licensee in the Rights-of-Way pursuant to this Agreement may be owned and/or operated by Licensee's wireless Carrier customers and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Such facilities shall be treated as Licensee's facilities for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such facilities; (ii) Licensor's sole point of contact regarding such facilities shall be Licensee; and (iii) Licensee shall have the right to remove and relocate the facilities.
16. **No Limitation on Licensor's Authority.** Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of City's rights or powers, including City's authority to enforce its municipal ordinances, including its zoning code.
17. **Other Agreements.** Except as provided in this Agreement, nothing shall restrict or prohibit City from fulfilling any agreement or arrangement regarding Poles into which City has previously entered, or may enter in the future with others not party to this Agreement.
18. **Notices.** Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail, postage prepaid, or by commercial overnight courier. Notices provided in such manner shall be deemed received one business day after deposited in the mail or with the courier. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

To Licensor at: City of La Crosse
Attn: City Clerk
400 La Crosse Street
La Crosse, WI 54601

With a copy to: City of La Crosse
Attn: President, Board of Public Works
400 La Crosse Street
La Crosse, WI 54601

To Licensee at: Wisconsin Technology Networking, LLC
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660
Attn: Asset Management
Phone: (877) 999-7070
Email: assetmgmt@mobilite.com

With a copy to: Wisconsin Technology Networking, LLC
660 Newport Center Drive
Suite 200
Newport Beach, CA 92660
Attn: Legal Department
Phone: (877) 999-7070
Email: legal@mobilite.com

**24/7 Emergency
Contact**

Information: Mobilite Network Operations Center (NOC)
(877) 244-7889
mnoc@mobilite.com

Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given shall be deemed to be receipt of any such notice.

19. **Survival of Provisions.** Notwithstanding anything in this Agreement to the contrary, any provision of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
20. **Entire Agreement.** This Agreement, including the attached Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all related offers, negotiations, and other agreements of any kind. There are no representations or undertakings of any kind not set forth in this Agreement.
21. **Severability.** If any Law renders any provision of this Agreement invalid, the remaining provisions shall remain in full force and effect.

22. **No Waiver**. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
23. **Amendment**. Any modification or amendment to this Agreement must be in a writing signed by both Licensor and Licensee.
24. **Governing Law**. This Agreement will be governed by the Laws of the state of Wisconsin, without regard to conflicts of law.
25. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Licensor and Licensee are not signatories to the original or the same counterpart. Furthermore, Licensor and Licensee may execute and deliver this Agreement by electronic means. Both Parties agree that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent as an original signature.
26. **Change of Law**. If any Law applicable to any aspect of the rights or obligations of the Parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations illegal or invalid, the Parties agree to promptly amend this Agreement as reasonably required to ensure compliance with the Law. Notwithstanding the foregoing, Licensee agrees to be bound by Article 3 of this Agreement for three years after any change in the Law that would reduce the amount of compensation to be paid by Licensee to City.

The duly authorized representatives of the Parties have executed this Agreement as of the dates below.

[SIGNATURE PAGE FOLLOWS]

CITY OF LA CROSSE, WISCONSIN

WISCONSIN TECHNOLOGY
NETWORKING, LLC

By: Timothy Kubit

By: 

Name: TIMOTHY KUBIT

Name: CHRISTOPHER GLASS

Title: MAYOR

Title: SUP. GENERAL COUNSEL

Date: 6-25-2018

Date: 5/1/19

EXHIBIT A

AUTHORIZED POLES

| Latitude | Longitude | Address | WITN Site ID | Type |
|-----------------|------------------|----------------|---------------------|-------------|
| 43.794351 | -91.249436 | 1808 7TH ST S | ML90XSZ94C | Steel Pole |

EXHIBIT B

APPROVED CONSTRUCTION DRAWINGS

EXHIBIT C

AS-BUILT DRAWINGS AND INVENTORY