

ANTENNA SITE AGREEMENT

Site Name: Louis Sorenson Elevated Tank

Site Location: 11317 Louis Sorenson Road, Mount Pleasant, WI

This Tower and Ground Space Antenna Site Agreement (the "Agreement") is made by and between City of Racine Water Utility, Racine County, Wisconsin, whose address is 800 Center Street, Room 227, Racine, Wisconsin 53403, hereinafter referred to as "Landlord", and Racine Public Safety, designated as the Racine Fire Department, Racine Police Department, Racine County Sheriff Department, Racine County Emergency Management Services, hereinafter referred to as "Tenant".

WHEREAS, Landlord owns a water tower (the "Tower") located on a parcel of land (the "Site"), with an address of 11317 Louis Sorenson Road in the Village of Mount Pleasant, in Racine County, State of Wisconsin, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower and Ground Space (as hereinafter defined) at the Site for Tenant's cellular common carrier mobile radio base station operations, including related telecommunications functions. Tenant equipment to include up to four 2 VHF (150 MHz) antennas and two 800 MHz antennas.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Grant of Lease. Landlord hereby grants to Tenant a lease from Landlord the following described Site parcel.
2. Use of Premises. Tenant shall be entitled to use the Site to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, back-up power devices, legally required signage and performance monitoring functions, but for no other use or purpose. Tenant's use of the Site shall at all times comply with and conform to all laws and regulations applicable thereto. At no time shall the Tenant allow welding of any metal, be it temporary or permanent, that will affect the coating integrity or the integrity of the steel tank, legs, or any appurtenance attached to the tank.
3. Approval of Plans. Tenant must provide Landlord with a list and specification of all equipment in which Tenant seeks to install on the Site. All methods of antenna and cable attachment to the tank, tower, legs, handrail, grating, ladder or cage shall be submitted to the Landlord for review and approval prior to installation or use. Failure to do so could result in Landlord requiring Tenant to perform, at Tenant's sole cost, the removal of all new brackets and assemblies and restoration of any impacts to the tank coating system. The Landlord shall reserve the right to have the Tenant, at the Tenants sole cost, perform or have performed a proper structural analysis by a registered professional engineer specifying the impact of antennas and appurtenances on the structure as they relate to wind loads on

the structure. Such structural analysis shall be reviewed and approved by Landlord in writing before the Tenant may proceed with installation of planned devices. Tenant shall be responsible to pay the cost of Landlord consultant services relegated to Tenant plan approval or equipment installation inspection services. Tenant equipment installation plans must also comply with any height or other restrictions regulated by the local airport or Federal Aviation Administration.

4. Option to Terminate. Either party shall have the unilateral right to terminate this Lease at any time by giving the other party at least sixty (60) days written notice of the date of such termination ("Termination Date").
5. Rent. Racine Public Safety will receive free rent of tower space as long as the antennas are used for public safety purposes during the lease term period.
6. Tenant's Personal Property. Landlord acknowledges and agrees that all of Tenant's equipment and other personal property of Tenant kept or stored on the Site by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, and neither Landlord nor any person claiming by, through or under Landlord shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the Term of this Lease or its earlier termination.
7. Tower Maintenance. Landlord represents that it has the right and responsibility to repair and maintain the Tower and surrounding property, including but not limited to, snow removal, sandblasting and painting. If applicable, Landlord shall have the right to request Tenant's relocation for the purpose of completing general maintenance or painting to or on the Tower, so long as Landlord provides Tenant with three (3) months advance notice in writing to Tenant. This notice requirement shall not affect any situation where Landlord must request Tenant's relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or Landlord's other tenants. In the event of a relocation request under this Section, Tenant agrees to cover the costs of relocating its equipment. If such approval is to include going through any permitting process of the Landlord, Landlord shall waive any permit fees that Landlord has jurisdiction over for Tenant for its reinstallation. Landlord shall provide Site space satisfactory to Tenant in order for Tenant to operate temporary cellular facilities during the course of any maintenance that cannot be completed without Tenant's relocation. Landlord shall take all steps possible to ensure that Tenant is off the Tower for the minimum length of time possible.
8. Utilities. Landlord shall ensure that utility services are accessible and available at the Site for Tenant's intended use. It is noted that Tenant is not initially requesting any heating or air conditioning service for Tenant equipment. Radio equipment to consist of two racks requiring a 20-amp circuit service. Should Tenant energy use requirements change substantially in the future, then Tenant may be responsible for the separate metering, billing, and payment of the utility services consumed by its operations.
9. Grounds Maintenance. The Tenant and its contractors shall be responsible to restore the property to its existing condition following any work performed at the Site. This shall include, but not be limited to, damage caused to grass and soil areas, damage caused to gravel or paved areas. If the Tenant fails to restore said grounds following work performed,

the Landlord has the right to restore the areas in questions and submit an invoice to the Tenant for the costs incurred.

10. Access. Tenant shall have unrestricted access to the Site at all hours of the day and night, subject to reasonable rules and regulations as Landlord may impose.
11. Indemnification. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from the negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.
12. Insurance. The Tenant will procure and maintain general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, worker's compensation insurance in accordance with statutory requirements, and Employer's Liability Insurance, with a limit of \$1,000,000 for each occurrence, and property insurance in an amount to provide full coverage to the Tenant's property located at the site. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party.
13. Interference. Landlord and Tenant acknowledge that Landlord's primary purpose is to operate the Tower for the benefit of the public and that purpose is paramount to Tenant's use of the Tower. Notwithstanding, neither Landlord nor Tenant shall use, nor shall Landlord permit Tenant to use, any portion of the Tower or the Site in any way which interferes with the operations of the other. Such interference shall be deemed a material breach and the interfering party shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, the interfering party shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, unless such equipment is necessary for operation of the Tower and water supply in Landlord's sole discretion. In the event any such interference does not cease promptly after receipt of notice of said interference, either party shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Lease.
14. Assignment of Tenant's Interest. This Lease shall be freely assignable by the Tenant to any other local public safety party without the necessity of obtaining Landlord's consent. Tenant's right to affect an outright transfer of the Lease, and the right of any collateral assignee to seize the Site as defaulted security, is subject only to the limitation that the Site shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
15. Compliance with FCC Radio Frequency Emissions Requirements. It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the communications equipment, Landlord's

equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. Landlord shall require other tenants installing equipment after the installation of the communications equipment to bear the same responsibility. Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

16. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Both parties agree that the Lease is not binding on both parties until both parties execute the Lease.
17. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
18. Modifications. This Lease may not be modified, except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date of the full execution of this Lease.

LANDLORD: CITY OF RACINE WATER UTILITY

TENANT: CITY OF RACINE FIRE DEPARTMENT

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OWNER/LANDLORD NOTARY BLOCK:

STATE OF WISCONSIN

COUNTY OF RACINE

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by

_____ as Director of the Water Utility.

AFFIX NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC
STATE OF _____

(PRINTED, TYPED OR STAMPED NAME
OF NOTARY)

My commission expires:

Exhibit A: Site Legal Description:

Part of the East 105.13 acres of the Northwest One-quarter (1/4) of Section Twenty (20), Township Three (3) North, Range Twenty-two (22) East, in the Village of Mount Pleasant, Racine County, Wisconsin, described as follows:

Commence at the center of Section 20; run thence North $01^{\circ} 30' 39''$ West, 1712.59 feet (recorded as 1713.04 feet) on the North and South 1/4 line of said Section 20 to the centerline of the Louis Sorenson Road; thence South $58^{\circ} 26' 49''$ West, 772.13 feet on said centerline to the point of curvature of a curve to the right whose radius is 1172.82 feet and whose chord bears South $63^{\circ} 48' 36''$ West, 219.24 feet; thence on the arc of said curve, 219.56 feet on said centerline to the point of beginning of this description; run thence South $01^{\circ} 30' 39''$ East, 292.99 feet; thence South $75^{\circ} 05' 08''$ West, 315.70 feet; thence North $01^{\circ} 30' 39''$ West, 286.58 feet to the centerline of Louis Sorenson Road; thence North $75^{\circ} 05' 08''$ East, 196.38 feet on said centerline to the point of curvature of a curve to the left whose radius is 1172.82 feet and whose chord bears North $72^{\circ} 07' 46''$ East, 120.97 feet; thence on the arc of said curve, 121.02 feet on said centerline to the point of beginning. Said parcel being subject to the Louis Sorenson Road right of way. Excepting therefrom land conveyed in Quit Claim Deed recorded April 17, 2007, as Document No. 2128228. Said instrument is affected by an Affidavit of Correction recorded May 10, 2007, as Document No. 2131419.