

## WATER TOWER LICENSE AGREEMENT

This Water Tower License Agreement (“**Agreement**”) is entered into as of the date of the last signature below (“**Effective Date**”), by and between the City of Racine, acting through the Racine Waterworks Commission, a municipal public water utility (“**Racine**”), and American Heartland Fiber Networks LLC (d/b/a e-vergent), a Delaware limited liability company (“**Licensee**”), having a mailing address of 2524 76<sup>th</sup> Street, Suite B, Franksville, WI 53126. Racine and Licensee are at times collectively referred to as the “**Parties**” or individually as the “**Party**.”

### RECITALS

The following recitals form a substantive part of this Agreement:

- A. Racine owns property located at 9800 Broadway Drive, Sturtevant, WI 53177 (“**Property**”), as legally described on Exhibit A and depicted on the site survey attached as Exhibit B, on which Racine maintains a water tower (“**Tower**”).
- B. Licensee desires to use a portion of the Property and certain space on the Tower for the installation of its wireless communications facilities as approved by Racine (“**Communications Facilities**”) and used in connection with it federally licensed communications business. Racine desires to grant to Licensee the right to use a portion of the Property and space on the Tower in accordance with the terms of this Agreement.

### AGREEMENT

The Parties agree as follows:

#### ARTICLE 1: LICENSE GRANTED

- 1.1 Subject to the provisions of this Agreement, Racine hereby grants to Licensee:
  - 1.1.1 A license authorizing Licensee to install, maintain, upgrade, and operate Licensee’s Communications Facilities on the specific locations on the Tower (“**Tower Space**”) shown on the Construction Drawings (as defined in Section 8.1.2.3) and equipment inventory attached as Exhibit C.
  - 1.1.2 A license authorizing Licensee to install, maintain, upgrade, and operate Licensee’s Communications Facilities on an approximately 36-square-foot portion of the Property (the “**Land Space**”), in the location legally described on Exhibit A and depicted on the site survey attached as Exhibit B.
  - 1.1.3 A non-exclusive easement for ingress and egress to the Land Space from the gravel drive providing access to the Property in the location legally described on Exhibit A and depicted on Exhibit B, which easement shall automatically

terminate upon the termination or expiration of this Agreement (the “**Access Easement**”).

1.1.4 A non-exclusive “**Utility Easement**” across the Property for the underground installation and maintenance of utility wires, cables, conduits, cable trays, pipes, and other necessary connections in the location legally described on **Exhibit A** and depicted on **Exhibit B**.

1.1.5 A non-exclusive “**Coax Easement**” across the Property for the underground installation and maintenance of coaxial cables and related infrastructure in the location legally described on **Exhibit A** and depicted on **Exhibit B**.

1.1.6 The Access Easement, the Utility Easement, and the Coax Easement shall automatically terminate upon termination of this Agreement.

1.2 The Tower Space and Land Space are collectively referred to as the “**Premises.**”

## **ARTICLE 2: AUTHORITY**

2.1 Each Party warrants to the other that the person or persons executing this Agreement on the Party’s behalf have the full right, power, and authority to enter into and execute this Agreement on such Party’s behalf.

2.2 The Parties agree that this Agreement is not binding on either Party until fully executed.

## **ARTICLE 3: TERM**

3.1 The “**Initial Term**” of this Agreement shall commence on the Effective Date and shall terminate on the second anniversary of the Effective Date.

3.2 Either Party may terminate this Agreement at the end of the Initial Term by giving written notice to the other Party of its intention to terminate this Agreement at least 180 days prior to the expiration of the Initial Term. If neither Party has given such a notice to the other Party, then upon the expiration of the Initial Term, this Agreement shall continue in force upon the same covenants, terms, and conditions for an additional term of one year and for annual terms thereafter (each, an “**Annual Term**”) until terminated by either Party by giving the other Party 60 days’ prior written notice of its intention to terminate this Agreement at the end of the then-current Annual Term.

3.3 The Initial Term and any Annual Terms shall be referred to collectively as the “**Term.**”

## **ARTICLE 4: LICENSE FEE**

4.1 Beginning on the Effective Date, the annual “**License Fee**” shall be **\$4,800.00** payable in equal monthly installments of **\$400.00** in advance on or before the first day of each month. License Fees for any partial months shall be prorated. During the entire Term, the annual License Fee amount shall increase by three percent (**3.0%**) over the License Fee

in effect the immediately preceding year. Such increase shall be made and adjusted on August 1<sup>st</sup> of each year.

- 4.2 Licensee shall pay the License Fee to Racine at Attn: Accounts Receivable, 800 Center Street, Room 227 Racine, WI 53403 or to such other person, firm, or place as Racine may, from time to time, designate in writing at least 30 days in advance of any License Fee payment due date by notice given in accordance with Article 17 below.
- 4.3 In the event Licensee fails to timely pay any sums due under this Agreement, Licensee shall pay to Racine a late fee on the total payment due of one and one-half percent (1.5%) per month.

**ARTICLE 5: DISCLAIMERS**

- 5.1 Licensee acknowledges and agrees that Racine has made no representations or warranties, express or implied, regarding:
  - 5.1.1 The physical condition of the Property, Premises, or Access Easement;
  - 5.1.2 The suitability of the Property, Premises, Access Easement, or utilities serving the Premises for Licensee’s desired purposes; or
  - 5.1.3 The state of title of the Property.
- 5.2 Licensee acknowledges and agrees that:
  - 5.2.1 Licensee is experienced in land acquisition and premises development,
  - 5.2.2 Licensee has conducted or will conduct all necessary and appropriate inspections of the Property, and
  - 5.2.3 Licensee accepts the Property, including the Access Easement, Premises, and all structures and utilities thereon, in “*as-is, where-is, and with all faults*” condition.
- 5.3 ***Racine makes no warranties or representations regarding Licensee’s exclusive use of the Property, Tower, or Access Easement; non-interference with Licensee’s transmission operations; or that the Premises, Access Easement, or utilities serving the Premises are fit for Licensee’s intended use, and all such warranties and representations are hereby disclaimed.***

**ARTICLE 6: TAXES & NO LIENS**

- 6.1 Licensee shall pay and be responsible for all taxes, levies, assessments, and other charges imposed upon the business conducted by Licensee at the Property. Licensee shall pay and be responsible for all taxes and assessments due on its Communications Facilities installed on the Premises and shall be responsible for and pay any and all taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by the Premises, Access Easement, or Licensee’s Communications Facilities or

which are the result of Licensee's use of the Premises and/or the installation, maintenance, and operation of Licensee's Communications Facilities on the Property. Licensee shall use commercially reasonable efforts to arrange for separate assessment of such taxes and will be responsible for paying such taxes when due. In the event that any such taxes are not separately assessed to Licensee, Licensee agrees to reimburse Racine within 30 days of receipt of an invoice therefor.

- 6.2 Licensee shall have the right, at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible to pay. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee.
- 6.3 Licensee shall not permit any claim or lien to be placed against any part of the Property or Tower 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 Communications Facilities or use of the Premises or Property. Upon 30 days' prior written notice from Racine, Licensee shall cause any such claim or lien filed by any third party making a claim against, through, by, because of, or under Licensee to be discharged by bonding or letter of credit to give Racine security to protect Racine's interests from the claim or lien. If Licensee elects to obtain a bond, it shall be with a company authorized to provide bonds in Wisconsin.

## **ARTICLE 7: USE**

- 7.1 Permitted Use. Licensee shall continuously use the Premises solely for the purpose of constructing, maintaining, repairing, and operating its Communications Facilities. All Communications Facilities shall be installed and maintained at Licensee's expense and shall be and remain the exclusive property of Licensee. Licensee shall not do or permit to be done in, to, on, or about the Property any act or thing which would violate, suspend, invalidate, or make inoperative any insurance pertaining to the Property or the Premises or any improvements thereto.
- 7.2 Compliance with Laws.
  - 7.2.1 Licensee, at its expense, shall diligently, faithfully, and promptly obey and comply with all federal, state, and local orders, rules, regulations, and laws now or hereafter in effect, as amended (collectively, "**Laws**"), including all environmental laws and Federal Communications Commission ("**FCC**") and Federal Aviation Administration ("**FAA**") rules, that are applicable to operations conducted upon or above the Premises and including the applicable American National Standards Institute ("**ANSI**") "Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in the current ANSI standard or any applicable FCC standard that supersedes this standard or any applicable Environmental Protection Agency rules or regulations that may hereinafter be adopted that supersede this standard. Licensee shall adhere to all

Occupational Safety and Health Administration safety requirements that are applicable to Licensee's operations conducted upon or above the Property.

- 7.2.2 Licensee shall neither do nor permit any act or omission that could cause the Premises or the use thereof to fall out of compliance with applicable Laws. Licensee shall provide to Racine a copy of any written notice received by Licensee from any governing authority regarding non-compliance with any Law pertaining to Licensee's operations conducted upon or above the Premises within 30 days of Licensee's receipt of any such notice of non-compliance. Any fines or penalties imposed for improper or illegal installation or operation of any of Licensee's improvements on the Premises or for any other violation of Laws on the Premises shall be Licensee's sole responsibility.
- 7.2.3 Licensee shall be solely responsible for taking all steps necessary to ensure that, in installing its Communications Facilities on the Premises, the Tower remains in compliance with any and all applicable FAA regulations. Notwithstanding anything to the contrary in this Agreement, if Licensee's Communications Facilities cause the Tower to fall out of compliance with such FAA regulations, Licensee shall be solely responsible for any and all costs associated with bringing the Tower into compliance including, among other things, installing and maintaining any lighting equipment that may be required.
- 7.3 Governmental Approvals. Licensee shall not install Communications Facilities on the Premises without first obtaining all necessary federal, state, and local governmental approvals and permits for such installation.
- 7.4 Damage During Installation. Any damage done to the Property, Tower, or surrounding land during installation, operation, maintenance, repair, or removal of the Communications Facilities that results from the action or inaction of Licensee or its contractors or their subcontractors or the presence of the Communications Facilities shall be immediately repaired at Licensee's expense and to Racine's reasonable satisfaction. This shall include, but not be limited to, damage caused to grass and soil areas and damage caused to gravel or paved areas. If Licensee fails to restore the grounds following such work, Racine has the right to restore the damaged areas and submit an invoice to Licensee for the costs incurred, which invoice Licensee shall pay within 30 days. Licensee shall pay all costs and expenses in relation to maintaining the structural integrity of the Tower in connection with Licensee's installation and operation of the Communications Facilities
- 7.5 Utility Service. Licensee shall pay and be responsible for all utility services it uses on the Premises and all other costs and expenses in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon. All utilities serving the Premises shall be underground, in a location approved by Racine, and shall be separately metered. No backup generators shall be allowed to operate on the Premises unless they are powered by natural gas.

- 7.6 Advertisements. Licensee shall not advertise on the Property or on any structure on the Property, except for company identification as required by FCC regulation.
- 7.7 Maintenance. Licensee shall be responsible for maintenance and security of the Land Space and Licensee's Communications Facilities and shall keep the same (including any fencing or landscaping on or adjacent to the Land Space shown on **Exhibit B** in good repair and condition during the Term of this Agreement. Licensee shall be responsible for mowing inside of any fence installed by Licensee on the Land Space portion of the Premises as well as for trimming at the base of such fence. No Communications Equipment shall be stored on the Property outside of Licensee's equipment shelter, except as depicted on **Exhibit B** or the Construction Drawings approved pursuant to Article 8 and attached as **Exhibit C**. Licensee shall not perform any acts or carry on any practices upon the Property which may endanger or injure the Tower or Property, the surrounding area, or any person or be a nuisance or menace to adjoining property owners and shall keep the Premises and Property free and clear of debris, rubbish, junk, and garbage.

## **ARTICLE 8: PROJECTS, REPAIR, & REPLACEMENT**

### 8.1 Initial Installation Project & Modification Project (collectively, "Project").

- 8.1.1 Licensee shall not initially install its Communications Facilities ("**Initial Installation Project**") nor subsequently add any additional equipment or otherwise modify or upgrade its Initial Installation Project or make any other additions, alterations, or improvements to the Premises or Property ("**Modification Project**"), aside from routine maintenance, repair, or like-for-like replacements, without Racine's prior written approval, which shall not be unreasonably withheld or delayed. Approval of a Modification Project may be subject to an increase in the License Fee and/or the Parties' entering into either an amendment to this Agreement or a replacement Agreement.
- 8.1.2 Licensee shall submit all of the following to Racine in connection with its request for approval of its Initial Installation Project or a Modification Project:
- 8.1.2.1 *Application*. A complete and executed Antenna Site Application ("**Application**") for the proposed Project on the form attached as **Exhibit D**.
- 8.1.2.2 *Deposit*. The required deposit, as set forth in the Application.
- 8.1.2.3 *Construction Drawings*. Detailed construction plans and drawings, including grounding and lightning protection plans and equipment inventory, for all proposed improvements related to the Project (collectively, "**Construction Drawings**," which, once approved, are to be attached as **Exhibit C**).
- 8.1.2.4 *Engineering Study/Structural Analysis*. If the Project will impact the Tower, an engineering study and structural analysis to determine

whether the proposed Project would adversely affect the structural integrity of the Tower.

8.1.2.5 *Interference Study.* Upon Racine’s reasonable request, an interference study to determine whether the Communications Facilities Licensee proposes to install as part of the Project would interfere with the electronic equipment of Racine or other equipment located on the Tower owned and operated by third parties, provided however that Racine shall cooperate with Licensee by providing, upon request, guidance with regard to what data and/or information shall be required in such study.

8.1.2.6 *Site Survey.* A site survey for the Initial Installation including legal descriptions for the Land Space or, if a Modification Project, an updated site survey that reflects any proposed changes to the Land Space and/or any easement in connection with the Modification Project.

## 8.2 Additional Project Requirements.

8.2.1 Licensee’s installation of a Project shall be made at Licensee’s sole expense and completed in a neat and workmanlike manner in accordance with sound engineering practices; all applicable Laws; and in strict compliance with the approved Construction Drawings.

8.2.2 No cutting, welding, or drilling on the Tower may take place without prior written approval from Racine. Licensee’s Communications Facilities located on the Tower shall be painted to match the Tower.

8.2.3 All work shall be performed either by Licensee or by a fully qualified independent contractor who has been approved in writing by Racine before such contractor has done any work on the Premises. Racine’s approval of any independent contractor shall not be unreasonably withheld, conditioned, or delayed. If Racine does not approve an independent contractor proposed by Licensee, Racine shall state the reason in writing.

8.2.4 As directed by Racine, Racine’s technical consultant shall review and periodically inspect Licensee’s Project beginning with the pre-construction conference and continuing through installation, construction, punch list review, and verification of the post-construction as-built drawings (“**As-Built Drawings**”). Before Licensee may energize its system (i.e., start-up), all items on the punch list must be substantially completed, as reasonably determined by Racine.

8.2.5 After installation of a Project, Licensee shall address all punch-list items within 20 days after Licensee or its contractors receive the punch list from Racine or Racine’s contractors. If Licensee fails to satisfactorily address all items on the punch list within the 20-day time period, Licensee shall pay to Racine a fee of

\$100 for each day that Licensee has not completed its obligations under this Section 8.2.5.

8.2.6 Licensee, at its expense and within 90 days after installation of a Project, shall provide to Racine electronically formatted As-Built Drawings of the Communications Facilities installed on the Premises, which drawings shall be reviewed and approved by the engineer of record, show the actual location of all of Licensee's Communications Facilities installed on the Premises, and be accompanied by a complete and detailed inventory of all Licensee's Communications Facilities on the Premises.

### 8.3 Repair/Replacement Notice.

8.3.1 With the exception of emergencies, Licensee shall submit to Racine advance written notice of the need for and the nature of any repair or maintenance of Licensee's existing Communications Facilities or the replacement of such facilities on a o-for-like basis, using the Antenna Site Service Notice form attached as **Exhibit E** ("**Service Notice**"). Once Racine receives a complete Service Notice, Racine will have 10 business days ("**Consultation Period**") in which to consult with Licensee about the proposed replacement or repair work and to seek additional information, if needed. If no consultation is requested by Racine during the Consultation Period, Licensee may proceed with the replacement or repair work at the end of the Consultation Period. If consultation is requested by Racine, Licensee may not proceed with the replacement or repair work without Racine's written approval, which approval may not be unreasonably withheld, conditioned, or delayed.

8.3.2 In the case of an emergency, Licensee shall provide written notice to Racine describing the replacement or repair, as well as an explanation of the reason the repair or replacement constituted an emergency and did not require prior written notice to Racine under Section 8.3.1, which notice shall be transmitted by Licensee to Racine within 24 hours following the commencement of the emergency replacement or repair. As used in Section 8.3 of this Agreement, "**emergency**" shall be deemed to exist only in instances in which the emergency conditions constitute an immediate threat to the health or safety of the public or an immediate danger to the Tower and its water utility operations.

8.3.3 For the sake of clarity, "**like-for-like basis**" means that the existing equipment is replaced with equipment that is no greater in size (i.e., the dimensions are the same or smaller) or weight and that the new equipment is attached in the same manner as the then-existing equipment.

8.4 Professional Costs. Licensee shall reimburse Racine for all legal, engineering, and administrative costs that Racine incurs in connection with a Project ("**Professional Costs**"). If the Professional Costs exceed the amount of any deposit made pursuant to the Application, Racine will invoice Licensee for the additional Professional Costs incurred, which invoice shall be due and payable within 30 days of its receipt. If, upon completion

of the Project (including completion of any remedial work and verification of the post-construction As-Built Drawings), the Professional Costs are less than the amount of any deposit made pursuant to the Application, Racine shall refund the unused portion of the deposit to Licensee. The obligations in this Section 8.4 shall survive the termination or expiration of this Agreement.

## **ARTICLE 9: INDEMNIFICATION**

9.1 Indemnification. Licensee shall defend, indemnify, and hold harmless Racine and its officers, officials, employees, contractors, and agents (“**Indemnified Parties**”) against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Racine under any workers’ compensation laws or under any plan for employee disability and death benefits), remediation costs, and expenses (including reasonable attorney’s fees and all other costs and expenses of litigation) (each a “**Covered Claim**”) that may be asserted by any person or entity and arise in any way (including any act, omission, failure, negligence, or willful misconduct) in connection with this Agreement or with the construction, maintenance, repair, presence, removal, or operation of the Communications Facilities by Licensee or anyone under the direction or control or acting on behalf of or at the invitation of Licensee (including subcontractors) except to the extent Racine’s negligence or willful misconduct solely gives rise to such Covered Claim.

9.2 Procedure for Indemnification.

9.2.1 Racine shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Racine, Racine shall notify Licensee no later than 15 days after Racine receives written notice of the action, suit, or proceeding.

9.2.2 Racine’s failure to give the required notice shall not relieve Licensee of its obligation to indemnify Racine unless, and only to the extent, that Licensee is materially prejudiced by such failure.

9.2.3 Licensee will have the right at any time, by notice to Racine, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Racine. Racine agrees to cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, Racine shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by Racine with respect to the claim.

9.2.4 If Licensee assumes the defense of a third-party claim as described above, then in no event shall Racine admit any liability with respect to, or settle, compromise, or discharge any third-party claim without Licensee’s prior written consent.

- 9.2.5 Licensee shall take prompt action to defend and indemnify the Indemnified Parties against Covered Claims, actual or threatened, but in no event later than notice by Racine to Licensee of the service of a notice, summons, complaint, petition, or other service of a process against an Indemnified Party alleging damage, injury, liability, or expenses attributed in any way to this Agreement; the work to be performed under this Agreement; or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of Licensee or anyone under its direction or control. Licensee shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.
- 9.3 Costs. Licensee understands and agrees that it is responsible for reimbursing the Indemnified Parties for any and all costs and expenses (including reasonable attorneys' fees) reasonably and actually incurred in the enforcement of Articles 9 and 19.

## **ARTICLE 10: INSURANCE**

- 10.1 Policies Required. At all times during the Term of this Agreement and for as long as Licensee's Communications Facilities remain on the Property, Licensee shall keep in force and effect, at its own cost and expense, all insurance policies described below. It is the intent of both Parties that the liability insurance placed in accordance with the provisions of this Article 10 shall be primary insurance with respect to Licensee's operations and for claims arising out of Licensee's actions or omissions and shall protect Licensee and as an additional insured Racine from losses caused, in whole or in part, by Licensee's performance of this Agreement:
- 10.1.1 *Workers' Compensation and Employers' Liability Insurance.* Statutory workers' compensation benefits and employers' liability insurance policy with a limit of \$500,000 each accident/disease - policy limit. This policy shall include a waiver of subrogation in favor of Racine.
- 10.1.2 *Commercial General Liability Insurance.* Commercial general liability policy per ISO form CG 001 01 or its equivalent with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises, operations, products and completed operations, advertising injury, contractual liability coverage, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities (commonly known as XCU coverage).
- 10.1.3 *Commercial Automobile Liability Insurance.* Commercial automobile liability policy covering all owned, hired and non-owned vehicles. Limits of liability shall be \$1,000,000 combined single limit each accident for bodily injury or property damage.
- 10.1.4 *Umbrella Liability Insurance.* Coverage to be in excess of employer's liability, commercial general liability, and automobile liability insurance required above.

Limits of liability not less than \$8,000,000 each occurrence, \$8,000,000 aggregate.

- 10.1.5 *Property Insurance*. Property insurance on Licensee's facilities, buildings, and other improvements, including equipment, fixtures, utility structures, fencing, or support systems that may be placed on, within, or around the Property to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance. This policy shall include a waiver of subrogation in favor of Racine.
- 10.2 Qualification/Priority/Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Wisconsin and have an "A-" or better rating in Best's Guide. Such insurance will be primary with respect to Licensee's operations and for claims arising out of Licensee's actions or omissions. Licensee will require its contractors and their subcontractors that may perform work on the Premises on behalf of Licensee to maintain reasonable and prudent insurance coverage and limits in accordance with the work to be performed and in line with industry custom and practice. Prior to any such contractor or its subcontractors performing any work for Licensee under this Agreement, Licensee shall furnish Racine with a certificate of insurance for each such contractor or subcontractor.
- 10.3 Additional Requirements. With respect to the policies of insurance Licensee is required to carry pursuant to Section 10.1:
- 10.3.1 Upon execution of this Agreement, annually thereafter, and within 10 days of the expiration or renewal of any liability policies required by this Agreement, Licensee shall submit to Racine certificates of insurance and required endorsements evidencing the required coverage.
- 10.3.2 Licensee shall give Racine 30 days' advance written notice of cancellation or non-renewal of any insurance policy required by this Article 10.
- 10.3.3 The City of Racine and its board members, departments, commissioners, officers, officials, agents, and employees ("**City Parties**") shall be included as additional insureds as their interests may appear under this Agreement under all of the policies except for workers' compensation, employers' liability, and property, which additional insured status shall be indicated on the certificate of insurance.
- 10.3.4 All policies, other than workers' compensation, shall be written on an occurrence, and not a claims-made, basis.
- 10.3.5 The insurer must be authorized to do business in the State of Wisconsin and have an A- or better rating in Best's guide.
- 10.3.6 Licensee shall be fully responsible for any deductible amounts or for any deficiencies in the amounts of insurance maintained.

- 10.4 Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that exclude coverage of liability arising from excavating, collapse, or underground work or coverage for injuries to Racine's employees or agents.
- 10.5 Reports. Licensee shall promptly furnish Racine with copies of any accident or incident report(s) sent to Licensee's insurance carriers concerning accidents/incidents occurring in connection with and/or as a direct result of the performance of the work under this Agreement.
- 10.6 No Limitation. Nothing contained in this Article 10 shall be construed as limiting the extent of either Party's responsibility for payment of damages resulting from that Party's activities under this Agreement or limiting, diminishing, or waiving Licensee's indemnification obligations under this Agreement.

#### **ARTICLE 11: LIMITATION OF LIABILITY**

- 11.1 Racine reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and Tower at its sole risk. Notwithstanding the foregoing, Racine shall exercise reasonable caution to avoid damaging Licensee's Communications Facilities and, if it is aware of or made aware of such damage, Racine shall promptly report to Licensee the occurrence of any such damage caused by Racine.
- 11.2 No provision of this Agreement is intended, nor shall it be construed, to be a waiver for any purpose of any provision of Wis. Stat. §§ 893.80, 345.05, or any other notice requirements, governmental immunities, or damages limitations that may apply to Racine, its employees, officials, or agents. Notwithstanding anything in this Agreement to the contrary, Racine's aggregate liability under this Agreement, whether such liability arises out of breach of contract or warranty, tort, indemnity, or other legal theory, shall not exceed an amount equal to the lesser of \$50,000 or the statutory cap on municipal tort liability under Wisconsin law in effect at the time the liability is incurred.

#### **ARTICLE 12: ACCESS**

- 12.1 Licensee shall have 24/7 unsupervised access to the Communications Facilities located on the Land Space portion of the Premises. Licensee may have access to the Communications Facilities inside or on the Tower only in the presence of an authorized agent of Racine by requesting access 72 hours in advance. For instances involving regular maintenance, Licensee shall request access to the Tower by calling **(262) 636-9535** between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding holidays. If Licensee needs access to the Tower in an emergency, it shall give advance notice to Racine as soon as reasonably possible by calling **(262) 636-9535**. In the event of an emergency involving the Communications Equipment, Racine shall have the right to summon Licensee to the Property by calling **(262) 884-2040**.

- 12.2 Licensee shall be subject to all emergency operation plans adopted by Racine applicable to the Tower. When accessing the Tower, Licensee's employees, contractors, and agents shall have proper identification. Licensee shall be responsible for maintaining a written record of the names of its employees, contractors, and agents who perform work on the Premises, the nature of the work performed, and the date and time such work is performed. Licensee shall make such records available to Racine upon request.
- 12.3 Licensee shall reimburse Racine for all costs Racine incurs in sending its personnel to the Property supervising Licensee's Tower access. Racine will provide an invoice to Licensee for such costs, and Licensee shall pay such invoice within 30 days of the date of the invoice.

### **ARTICLE 13: TOWER PAINTING & MAINTENANCE**

- 13.1 Relocation of Communications Facilities. Licensee shall temporarily remove its Communications Facilities from the Tower, at Licensee's sole cost and expense, to allow for Tower painting, reconditioning, or similar major maintenance or repair work that Racine, in its sole discretion, determines will require the removal of the Communications Facilities from the Tower ("**Major Maintenance Work**").
- 13.1.1 Racine shall notify Licensee prior to the end of any calendar year during which Racine has planned and budgeted for the Major Maintenance Work in the following year. After the contract for such work has been awarded, Racine shall further notify Licensee when a preliminary schedule for the work has been established. Licensee shall remove its Communications Facilities from the Tower to accommodate the Major Maintenance Work no less than 48 hours before such work is scheduled to begin.
- 13.1.2 Licensee and Racine shall cooperate to ensure that the removal of the Communications Facilities does not interfere with the Major Maintenance Work. Licensee shall cooperate with Racine with respect to the Major Maintenance Work and will make its representatives available to attend meetings with Racine or its contractors (and any other Tower users) related to such work.
- 13.1.3 If Licensee requires the use of a temporary pole or cell on wheels (collectively, "**Temporary Tower**"), Racine shall permit Licensee, at Licensee's sole expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Racine and Licensee. Licensee shall cooperate with Racine regarding the placement of the Temporary Tower on the Property. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest, except with respect to any specific land space that has been reserved by another Tower user for Temporary Tower operations in that user's lease. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate an alternative site. If Licensee must relocate to an alternative site, the License Fee shall abate for any period of time Licensee is unable to operate its Communications Facilities on the Property.

- 13.1.4 Upon completion of the Major Maintenance Work, Licensee may reattach its Communications Facilities to their original location on the Tower in the same manner as they were attached prior to removal.
- 13.2 Communications Facilities Remain in Place. If Racine, in its sole discretion, determines that it is reasonable to allow Licensee to keep all or any portion of the Communications Facilities in place during any maintenance or repair work, then Racine and Licensee shall coordinate the performance of the maintenance work so that Licensee may protect in place its Communications Facilities during such maintenance work. Licensee shall be responsible for all additional costs Racine incurs due to the presence of the Communications Facilities on the Tower during such work. Racine will invoice Licensee for such additional costs, and Licensee shall pay such invoice within 30 days of its receipt. **Licensee agrees that it accepts any and all risk of damage to its Communications Facilities while the maintenance or repair work is being performed and that Racine shall have no liability whatsoever for any such damage, regardless of the cause of such damage.** Licensee shall have the option to have a representative present while any such maintenance work is being performed.
- 13.3 Temporary Emergency Relocation. In case of an emergency that requires Racine to remove Licensee's Communications Facilities, Racine may do so after giving advance telephone notice to Licensee as soon as practical by calling **(262) 884-2040**. In the event the use of the Communications Facilities is interrupted, Licensee shall have the right to maintain a Temporary Tower on the Property in a location approved by Racine. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest, except with respect to any specific land space that has been reserved by another Tower user for Temporary Tower operations in that user's lease. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate an alternative site.

#### **ARTICLE 14: INTERFERENCE**

- 14.1 Racine reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and the Tower at its sole risk. Licensee's installation, operation, maintenance, and use of the Communications Facilities shall not damage or adversely interfere in any way with Racine's communications equipment or its water utility operations, including the Tower and its related repair and maintenance activities.
- 14.2 Licensee agrees to install only equipment of the type and frequency that will not cause harmful interference measurable in accordance with then-existing industry standards to any equipment of Racine (whenever installed) or the equipment of other radio frequency users on the Property ("**Other Users**"), as long as such equipment was installed by the Other Users prior to installation of the applicable equipment of Licensee and those Other Users operate and continue to operate within their respective frequencies and in accordance with all applicable Laws.

- 14.3 In the event any equipment installed by Licensee causes interference to Racine's or an Other User's equipment on the Property, and after Racine has notified Licensee of such interference by calling (262) 884-2040, Licensee will immediately take all commercially reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down such equipment and later powering up such equipment for intermittent testing. If such interference cannot be eliminated within 24 hours after receipt of notice that such interference is occurring, Licensee shall discontinue operation of the equipment causing the interference until the interference can be corrected.
- 14.4 Racine agrees that each of its future agreements with Other Users shall contain a provision substantially the same as Section 14.2 above and that Racine shall enforce such provisions in a nondiscriminatory manner with respect to all of the Other Users.
- 14.5 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Article 14 and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 14.6 In addition to all other remedies available to Licensee, in the event the equipment or activities of then-existing Other Users or Racine are causing interference to the Communications Facilities and such interference is not eliminated within seven calendar days after written notice to Racine from Licensee, then Licensee shall have the right to terminate this Agreement.
- 14.7 For the purposes of this Agreement, "interference" may include, but is not limited to, any use of the Property that cause electronic interference with or physical obstruction to, or degradation of, the communications signals from the facilities of any permitted users of the Property.
- 14.8 Licensee agrees to cooperate with Racine in Racine's future efforts to locate additional utility equipment, governmental public safety equipment, and telecommunications equipment on the Property provided, however, that such future uses shall not displace Licensee's use of the Premises or Licensee's rights under this Agreement.
- 14.9 Interference by Racine.
- 14.9.1 Racine, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole but reasonable discretion, to repair, maintain, alter, or improve the Tower. Except in the case of an emergency or as otherwise provided in this Agreement, Racine, when possible, shall give Licensee at least 30 days' advance notice of such activities if such activities are likely to adversely interfere with Licensee's operations.
- 14.9.2 Racine and its employees, contractors, and agents shall use reasonable efforts, consistent with this Agreement not to cause any unnecessary interference with the operation of Licensee's Communications Facilities. When Licensee provides Racine with evidence of such unnecessary interference due to Racine's actions,

Racine will use reasonable means to cause any such interference to cease within 24 hours after Licensee notifies Racine in writing of such interference.

14.9.3 When necessary, Racine will permit Licensee, at Licensee's sole cost and expense, to place a Temporary Tower on the Property in a mutually agreeable location for the duration of any disruption in Licensee's service caused by Racine's actions under Section 14.9.1. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate an alternative site. Racine agrees to reasonably cooperate with Licensee to carry out such activities with a minimum amount of disruption to Licensee's transmission operations.

## **ARTICLE 15: REMOVAL/BOND**

- 15.1 Removal and Restoration. Upon termination or expiration of this Agreement, Licensee shall have 90 days to remove the Communications Facilities from the Premises (except underground utilities, which Licensee shall disconnect, and foundations, which shall be removed to a depth of four feet below grade) and shall restore the Tower and the Property to the condition they were in before Licensee's Communications Facilities were installed, ordinary wear and tear and loss by casualty or other causes beyond Licensee's control excepted, all at Licensee's sole cost and expense. Before removing any part of the Communications Facilities from the Tower upon termination or expiration of this Agreement, Licensee agrees to provide Racine with reasonable advance notice of its intentions to remove such facilities and agrees to coordinate such removal with Racine.
- 15.2 Bond. On or before the Effective Date, Licensee shall provide to Racine a bond with an entity and in a form satisfactory to the City Attorney for Racine. The initial amount of the bond shall be **\$15,000**, it shall be renewed annually at an amount that is 3% greater than the amount in the preceding year, and it shall be kept in full force so long as the Communications Facilities are on the Premises. The purpose of the bond is to ensure the removal of the Communications Facilities (and any other equipment or improvements of Licensee) and the restoration of the Tower and the Property at the termination or expiration of this Agreement.
- 15.3 Removal and Restoration by Racine. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, Racine shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee shall reimburse Racine for Racine's actual costs of such removal and restoration within 30 days of receiving an invoice therefor. If Licensee fails to reimburse Racine within such 30-day period, then Racine may go against the bond referenced in Section 15.2 above.
- 15.4 Holdover. In the event Racine does not exercise its right of removal under Section 15.3 above and Licensee fails to completely remove the Communications Facilities from the Property or fails to restore the Tower and Property as required, Licensee shall continue to pay to Racine an amount equal to 150% of the License Fee in effect during the last month of the Term, prorated for each and every day of every month during which any part of the



800 Center Street, Room 227  
Racine, WI 53403

If to Licensee: e-vergent  
Attn: Director of Outside Plant and Engineering  
2524 76<sup>th</sup> Street, Suite B  
Franksville, WI 53126  
(262) 884-2040

- 17.2 Notice shall be effective upon actual receipt or refusal of delivery, as evidenced on the receipt obtained pursuant to the foregoing.
- 17.3 Either party may change its notice address for purposes of this Agreement by giving to the other Party written notice of the address change using one of the methods set out in Section 17.1.

#### **ARTICLE 18: DEFAULT & REMEDIES**

- 18.1 Default by Licensee. The following will be deemed a default by Licensee and a breach of this Agreement:
- 18.1.1 Licensee's failure to pay the License Fee or any other sums owed to Racine if such amount remains unpaid for more than 30 days after receipt of written notice from Racine of such failure to pay or
- 18.1.2 Licensee's failure to perform any other term or condition under this Agreement within 30 days after receipt of written notice from Racine specifying the failure.
- 18.2 No failure by Licensee under Section 18.1.2, however, will be deemed to exist if Licensee has commenced to cure such default within such 30-day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Licensee's reasonable control.
- 18.3 In the event of any uncured default by Licensee, in addition to all other rights and remedies available to Racine at law, in equity, or under this Agreement, Racine shall have the right to serve a written notice upon Licensee that Racine elects to terminate this Agreement upon a specified date not less than 10 days but no more than 30 days after the date of serving such notice, and this Agreement shall terminate on the date so specified as if that date had been originally fixed as the termination date of the Term. In the event this Agreement is so terminated, Licensee shall promptly pay to Racine a sum of money equal to the total of any unpaid amounts due under the Agreement, including the License Fee accrued through the date of termination.
- 18.4 Default by Racine. The following will be deemed a default by Racine and a breach of this Agreement:
- 18.4.1 Racine's failure to provide access to the Premises within 72 hours of a request for access under Article 12.

- 18.4.2 Racine's failure to perform any other term or condition under this Agreement within 30 days after receipt of written notice from Licensee specifying the failure.
- 18.5 No failure of Racine under Section 18.4.2, however, will be deemed to exist if Racine has commenced to cure the default within such 30-day period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Racine's reasonable control.
- 18.6 If Racine remains in default under Section 18.4.2 beyond any applicable cure period, Licensee will have all rights and remedies available to it under law and equity. However, Licensee's sole remedy for Racine's failure to timely provide access under Section 18.4.1 is the right to seek specific performance.

## **ARTICLE 19: ENVIRONMENTAL**

- 19.1 Licensee shall use its best efforts to ensure that its use of the Property will not generate any Hazardous Substances (as defined below). Licensee agrees that it will not cause or allow to be stored or disposed of on the Property or transported to or over the Property any Hazardous Substances and that its Communications Facilities do not constitute or contain and will not generate any Hazardous Substance in violation of any applicable Laws. Licensee may use gel cell back-up batteries and other common materials used in telecommunication operations (e.g., cleaning solvents) at the Premises provided that its use of such materials is in compliance all applicable Laws.
- 19.2 "**Hazardous Substance**" shall be interpreted broadly to mean any substance, material, chemical, or waste that now or hereafter is classified or considered to be hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments.
- 19.3 In the event Licensee becomes aware of any Hazardous Substances on the Property, or any environmental, health, or safety condition or matter relating to the Property that was not caused by Licensee or someone under the direction or control or acting on behalf of or at the invitation of Licensee (including its contractors or their subcontractors) and that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the use of the Premises would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Racine.
- 19.4 Licensee shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims, costs, expenses (including reasonable attorney's fees and costs and expenses of litigation), demands, losses, damages, penalties, fines, or causes of action that may be asserted against or incurred by an Indemnified Party or for which an Indemnified Party may be held liable, which arise directly or indirectly out of the presence, use, generation, storage, treatment, disposal, or transportation of Hazardous Substances on, into, from, under, or about the Premises or Property by Licensee or

anyone under the direction or control of or acting on behalf of or at the invitation of Licensee, specifically including, but not limited to, the cost of any required or necessary repair, restoration, remediation, cleanup, removal, or detoxification of the Premises or the Property and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration or termination of this Agreement, except only to the extent that Racine's negligence or willful misconduct gives rise to such claim.

## **ARTICLE 20: CASUALTY & DECOMMISSIONING**

- 20.1 If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligence of Licensee, its employees, contractors, or agents, so as to render it substantially unusable for Licensee's intended use (in Licensee's sole but reasonable discretion), the License Fee shall abate until Racine, at Racine's expense and option, restores the Tower to its condition prior to such damage. If Racine elects not to restore the Tower, it shall give Licensee written notice of such election and this Agreement shall immediately terminate.
- 20.2 If Racine elects to restore the Tower, Racine shall permit Licensee, at Licensee's sole expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Racine and Licensee. Licensee shall cooperate with Racine regarding the placement of the Temporary Tower on the Property. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest, except with respect to any specific land space that has been reserved by another Tower user for Temporary Tower operations in that user's lease. If the Property will not accommodate a Temporary Tower or Racine does not begin Tower repairs within 90 days following the date the Tower was damaged, Licensee shall have the right to terminate this Agreement by giving Racine written notice thereof, as long as Licensee has not resumed operations upon the Property.
- 20.3 Racine, in its absolute discretion, may decommission and dismantle the Tower at any time. Racine shall give Licensee no less than 180 days' prior written notice of the date by which Licensee's Communications Facilities must be removed from the ("**Removal Date**") and this Agreement shall terminate on the Removal Date. If Licensee's Communications Facilities are not removed from the Property in accordance with the standards set out in Section 15.1 by the Removal Date, in addition to any other rights and remedies Racine may have under this Agreement, Licensee shall pay a fee of \$200 per day for each day any part of the Communications Equipment remains on the Property beyond the Removal Date, in addition to continuing to pay the License Fee due for such period.

## **ARTICLE 21: ADDITIONAL PROVISIONS**

- 21.1 Municipal Authority. Nothing contained in this Agreement shall be construed to waive any obligation or requirement of Licensee to obtain all necessary approvals, licenses, and permits (if any) from the City of Racine in accordance with its ordinances and usual practices and procedures, nor limit or affect in any way the right or authority of the City

of Racine to approve or reasonably disapprove any plans or specifications or to impose reasonable limitations, restrictions, and requirements as a condition of any such approval, license, or permit. Nothing in this Agreement shall be construed to require Racine to take any actions that would be in violation of any Laws.

- 21.2 Recording; Further Assurances. Contemporaneous with the execution of this Agreement, Racine and Licensee agree to execute a memorandum of this Agreement substantially in the form attached as **Exhibit F**, which Licensee shall record with the appropriate recording officer, at Licensee's sole expense, within 30 days of the Effective Date. Licensee shall promptly provide a copy of the recorded document to Racine. Racine and Licensee agree, as part of the basis of their bargain for this Agreement, to cooperate fully in executing any and all documents (including amendments to this Agreement) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 21.3 Subordination. Licensee agrees that this Agreement will be subject and subordinate to any mortgage or deed of trust now or hereafter placed upon the Property and to all modifications, renewals, replacements, or extensions thereto, and to all present and future advances made with respect to such mortgages or deeds of trust, and Licensee agrees to attorn to the mortgagee, trustee, or beneficiary, or purchaser under any such mortgage or deed of trust. This subordination shall be self-operative and no further instrument shall be required in order or it to become effective; however, Licensee will promptly execute and deliver to Racine any certificate that Racine may reasonably request to confirm this subordination. Upon written request by Licensee, Racine will use commercially reasonable efforts to obtain a non-disturbance agreement from the any existing or future mortgagee or beneficiary of deed of trust in a form reasonably acceptable to Licensee.
- 21.4 Survival. The provisions of the Agreement relating to indemnification and insurance shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement or that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- 21.5 Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 21.6 Interpretation. This Agreement is the result of negotiation by the Parties and each Party had the opportunity to consult legal counsel with respect to this Agreement prior to execution. Nothing in this Agreement or any amendment or exhibit to it shall be construed more strictly for or against either Party because that Party or its attorney drafted this Agreement or any portion of it.
- 21.7 Entire Agreement. This Agreement, including its recitals and exhibits, contains all agreements, promises, and understandings between Racine and Licensee with respect to the subject matter of this Agreement, and no verbal or oral agreements, promises, or

understandings shall be binding upon either Racine or Licensee in any dispute, controversy, or proceeding at law.

- 21.8 Amendment. Any amendment or modification of this Agreement shall be void and ineffective unless made in writing and signed by both Parties.
- 21.9 Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance is, to any extent, held invalid or unenforceable, the remainder of the section, subsection, term, or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term, or provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 21.10 Headings. The headings of articles, sections, and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify, or alter the meanings of the articles, sections, or subsections.
- 21.11 Time of the Essence. Time is of the essence with respect to all of Licensee's obligations under this Agreement.
- 21.12 No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights, and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity. Nothing in this Agreement shall be construed to waive any obligation or requirement that Licensee obtain all necessary approvals and permits (if any) from the City of Racine in accordance with any applicable law, regulation, ordinance, permit, or license, nor limit or affect in any way the right or authority of the City of Racine to approve or reasonably disapprove any plans or specifications in connection therewith or to impose reasonable limitations, restrictions, and requirements on the Premises or Communications Facilities as a condition of any such approval or permit.
- 21.13 Successors. The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of each of the Parties, except that no assignment by Licensee shall vest any right in the assignee unless all of the requirements set forth in Section 16.3 have been satisfied.
- 21.14 Work Performed by Racine. Any work performed or service provided by Racine, the cost of which is Licensee's responsibility under this Agreement, shall be charged out at Racine's annually adopted fully loaded labor rate ("**Labor Rate**") and transportation rate ("**Transportation Rate**"), which rates shall include a charge for administrative and general costs. Upon Licensee's request, Racine will provide Licensee with documentation of Racine's Labor Rate and Transportation Rate for the then-current year. All such charges payable under the Agreement shall be invoiced by Racine within one (1) year from the end of the calendar year in which the charges were incurred, and payment shall

be due within thirty (30) days of receipt of the invoice. Any charges beyond such period shall not be billed by Racine and shall not be payable by Licensee. The foregoing shall not apply to the monthly License Fee, which is due and payable without a requirement that it be billed by Racine. The provisions of this paragraph shall survive the termination or expiration of the Agreement.

- 21.15 Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for the use which Licensee was then making of the Premises, this Agreement shall terminate on the date title vests in the condemning authority. Licensee may separately claim against the condemning authority for just compensation for the value of Licensee's Premises (including additions thereto) Licensee's moving expenses, prepaid license fees, and business relocation expenses.
- 21.16 IRS Form W-9. Racine agrees to provide Licensee with a completed IRS Form W-9 or its equivalent upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Racine's name or address.
- 21.17 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 all Parties are not signatories to the original or same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means, such as .pdf, DocuSign, or similar format. The Parties agree that delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement to the same extent as an original signature.

The Parties have formed this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

**RACINE:  
CITY OF RACINE, WISCONSIN**

By: \_\_\_\_\_

Name: Anjuman A. Islam, Ph.D.

Title: Executive Director, Racine Water Utility

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Scott R. Letteney  
City Attorney

The City of Racine made provisions to pay any liability that may accrue hereunder.

\_\_\_\_\_  
Kathleen Fischer  
City Finance Director

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

**LICENSEE:  
AMERICAN HEARTLAND FIBER  
NETWORKS LLC (D/B/A E-VERGENT)**

By: \_\_\_\_\_

Print Name: Nick Counterman

Title: Director of Outside Plant and Engineering

Date: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTIONS**

#### **PROPERTY**

Lot 1 of Racine County Certified Survey Map No. 2816, as recorded in the office of the Racine County Register of Deeds on November 27, 2006 in Volume 9 of Certified Survey Maps on pages 21-23 as Document No. 2111105, located in the Village of Sturtevant, Racine County, Wisconsin, being subject to any and all easements and restrictions of record.

#### **LAND SPACE**

A part of Lot 1 of Certified Survey Map No. 2816, recorded in Volume 9 of Certified Survey Maps on pages 21-23 as Document No. 2111105, and located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin containing 36 square feet (0.001 acres) of land and being described by:

Commencing at the East Quarter Corner of Section 28; thence S89°-48'-11"W 2596.00 feet along the South line of the NE1/4 of said Section 28; thence N00°-00'-05"E 54.44 feet to the point of beginning; thence N00°-00'-00"W 6.00 feet; thence N90°-00'-00"E 6.00 feet; thence S00°-00'-00"E 6.00 feet; thence S90°-00'-00"W 6.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

#### **ACCESS EASEMENT**

A part of Lot 1 of Certified Survey Map No. 2816, recorded in Volume 9 of Certified Survey Maps on pages 21-23 as Document No. 2111105, and located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin containing 319 square feet (0.007 acres) of land and being described by:

Commencing at the East Quarter Corner of Section 28; thence S89°-48'-11"W 2596.00 feet along the South line of the NE1/4 of said Section 28; thence N00°-00'-05"E 45.00 feet to a point on the North Right of Way line of Broadway Drive and the point of beginning; thence N00°-00'-05"E 9.44 feet; thence N90°-00'-00"E 34.00 feet; thence S00°-00'-05"W 9.32 feet to a point on the North Right of Way line of Broadway Drive; thence S89°-48'-11"W 34.00 feet along said North Right of Way line to the point of beginning, being subject to any and all easements and restrictions of record.

#### **6' WIDE UTILITY EASEMENT**

A part of Lot 1 of Certified Survey Map No. 2816, recorded in Volume 9 of Certified Survey Maps on pages 21-23 as Document No. 2111105, and located in the Southwest Quarter (SW1/4)

of the Northeast Quarter (NE1/4) of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin containing 369 square feet (0.008 acres) of land and being described by:

Commencing at the East Quarter Corner of Section 28; thence S89°-48'-11"W 2596.00 feet along the South line of the NE1/4 of said Section 28; thence N00°-00'-05"E 54.44 feet to the point of beginning; thence S90°-00'-00"W 27.54 feet; thence N00°-00'-00"W 39.89 feet; thence N90°-00'-00"E 6.00 feet; thence S00°-00'-00"E 33.89 feet; thence N90°-00'-00"E 21.54 feet; thence S00°-00'-00"E 6.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

#### **4' WIDE COAX EASEMENT**

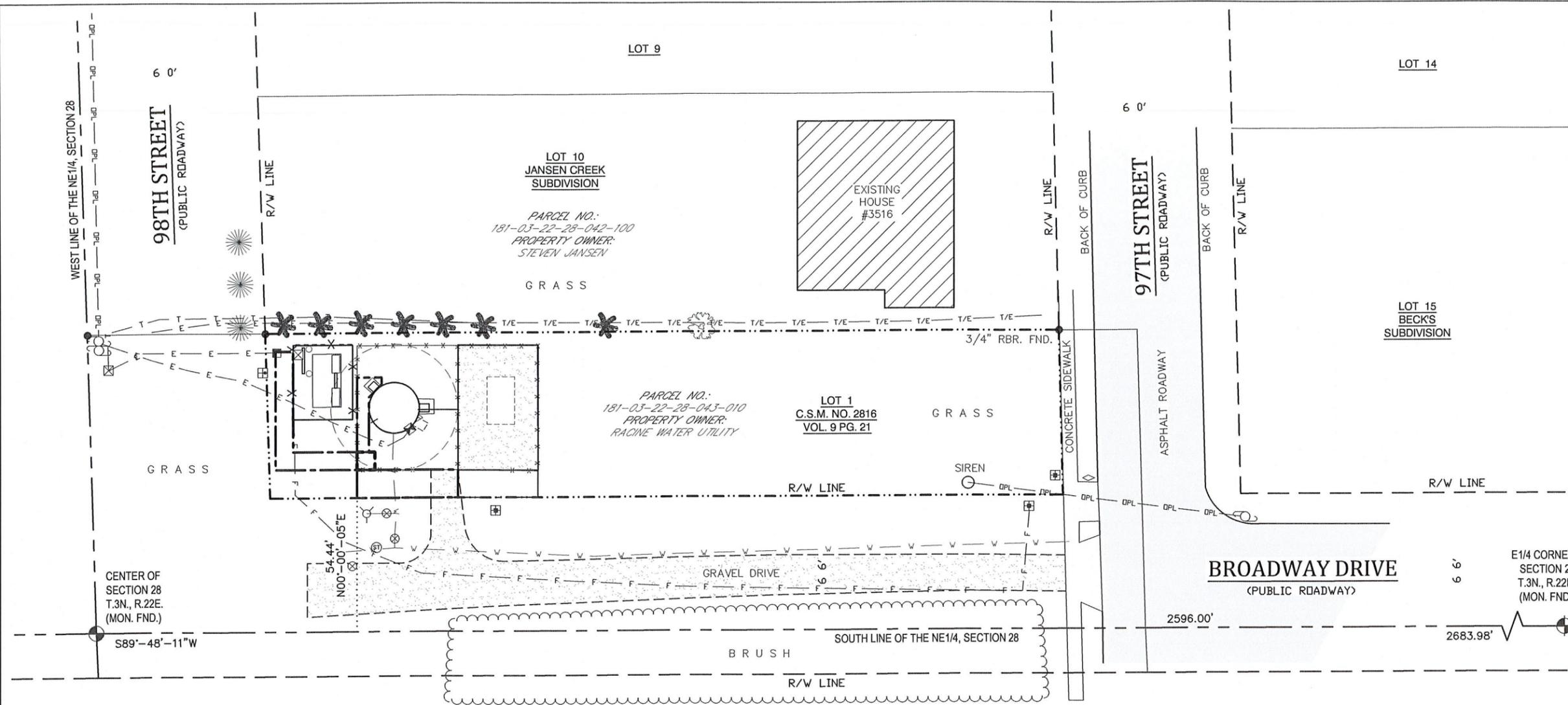
A part of Lot 1 of Certified Survey Map No. 2816, recorded in Volume 9 of Certified Survey Maps on pages 21-23 as Document No. 2111105, and located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin containing 119 square feet (0.002 acres) of land and being described by:

Commencing at the East Quarter Corner of Section 28; thence S89°-48'-11"W 2596.00 feet along the South line of the NE1/4 of said Section 28; thence N00°-00'-05"E 54.44 feet; thence N00°-00'-00"W 6.00 feet to the point of beginning; thence continue N00°-00'-00"W 25.11 feet; thence N90°-00'-00"E 8.30 feet; thence S00°-00'-00"E 2.21 feet; thence S44°-16'-46"W 6.16 feet; thence S00°-00'-00"E 18.50 feet; thence S90°-00'-00"W 4.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

**EXHIBIT B**

**SITE SURVEY**

**[See attached three-page survey prepared by Craig A. Keach, S-2333,  
of Meridian Surveying, LLC, dated November 7, 2025]**



**SURVEY NOTES:**

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-DIGGERS HOTLINE TICKET NO. 20254019045.

-NO TITLE SEARCH FOR PARCEL OWNERSHIP OR EXISTENCE OR NONEXISTENCE OF RECORDED OR UNRECORDED EASEMENTS HAS BEEN COMPLETED AS PART OF THIS SURVEY.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

-ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", FIRM PANEL NO. 55101C0209D, DATED MAY 2, 2012, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREA OF MINIMAL FLOOD HAZARD".

**WETLAND NOTE:**

-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

- LEGEND-**
- = 1" X 18" IRON PIPE SET
  - = 1" IRON ROD FOUND (OR AS NOTED)
  - ⊕ = COUNTY MONUMENT FOUND
  - ⊙ = EXISTING POWER POLE
  - ⊠ = ELECTRIC TRANSFORMER
  - ⊞ = ELECTRIC METER
  - ⊞ = FIBER OPTIC VAULT
  - ⊞ = FIBER OPTIC PEDESTAL
  - ⊞ = TELEPHONE PEDESTAL
  - ⊞ = WATER VALVE
  - ⊞ = FIRE HYDRANT
  - ⊞ = STORM MANHOLE
  - = CONDUIT
  - ⊞ = GROUNDING PORT
  - ⊞ = DOOR
  - ⊞ = TRAFFIC SIGN
  - ⊞ = OVERHEAD ELECTRIC
  - E — E — = BURIED ELECTRIC
  - T — T — = BURIED TELEPHONE
  - T/E — T/E — = BURIED TELE. & ELEC.
  - F — F — = BURIED FIBER OPTIC LINE
  - W — W — = WATER MAIN
  - — — = PROPERTY LINE
  - \* = EXISTING PINE TREE
  - ☼ = EXISTING SPRUCE TREE
  - ☼ = EXISTING TREE

CALL DIGGERS HOTLINE TOLL FREE  
1(800)242-8511  
OPERATES 24 HOURS A DAY 365 DAYS A YEAR

WARNING  
CALL BEFORE YOU DIG  
48 HOURS BEFORE YOU DIG

**SURVEYOR'S CERTIFICATE**

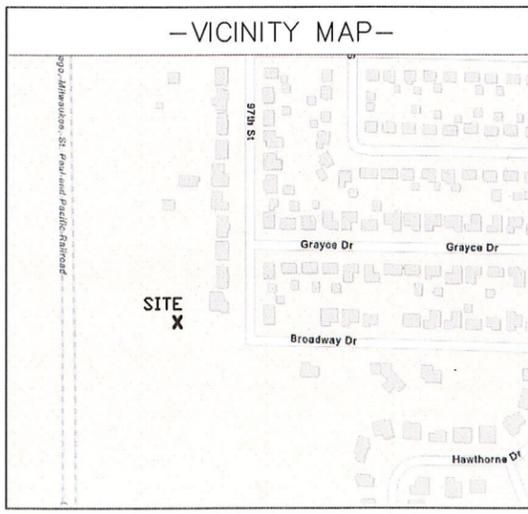
I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 11th day of NOVEMBER, 2025.

*Craig A. Keach*  
WISCONSIN PROFESSIONAL LAND SURVEYOR  
Craig A. Keach, S-2333

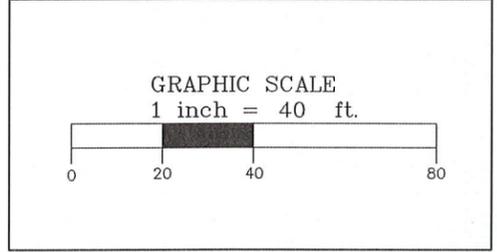


BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD83/2011) - SOUTH ZONE AND THE SOUTH LINE OF THE NE1/4, SECTION 28, T.3N., R.22E., WHICH BEARS S89°-48'-11"W



SURVEYED FOR:

2524 B 76TH STREET  
FRANKSVILLE, WI 53126  
262-884-2040  
WWW.E-VERGENT.COM



**MERIDIAN**  
**SURVEYING, LLC**

N9637 Friendship Drive Office: 920-993-0881  
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:  
**STURTEVANT WT**

SITE NUMBER:  
**XX**

SITE ADDRESS:  
**9800 BROADWAY DR.  
STURTEVANT, WI 53177**

PROPERTY/TOWER OWNER:  
RACINE WATER UTILITY  
730 WASHINGTON AVE.  
RACINE, WI 53403

PARCEL NO.: 181-03-22-28-043-010

ZONED: MUNI

DEED REFERENCE: DOCUMENT NO. 2467347

**LEASE EXHIBIT**  
FOR  
**E-VERGENT**

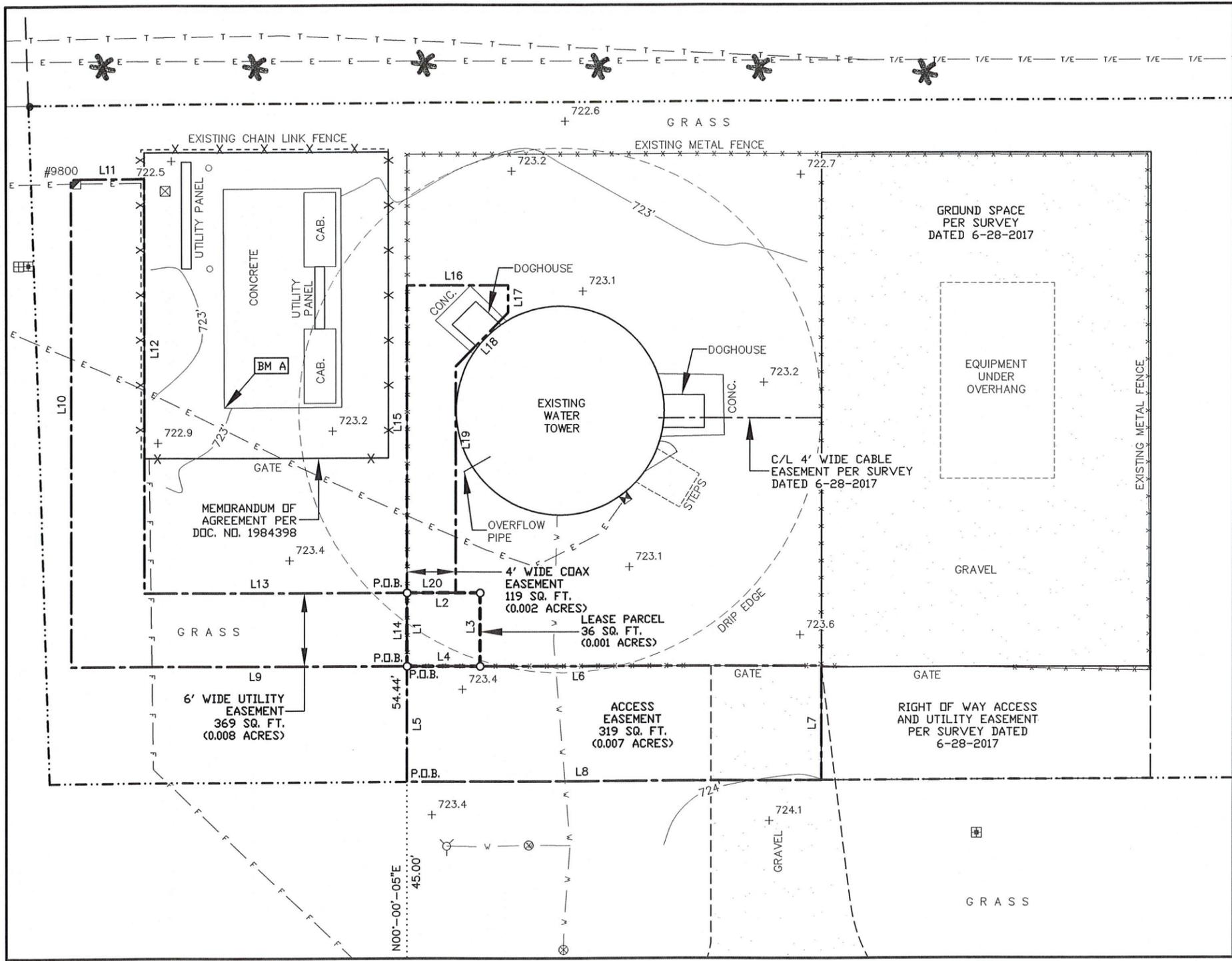
BEING A PART OF THE SW1/4 OF THE NE1/4, SECTION 28, T.3N., R.22E., VILLAGE OF STURTEVANT, RACINE COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
3	11/7/25	Revised Legal Description	JD
2	10/30/25	Added Lease & Easements	JB
1	10/24/25	Preliminary Survey	JB

DRAWN BY: J.B. FIELD WORK DATE: 10-14-25

CHECKED BY: C.A.K. FIELD BOOK: X

JOB NO.: 16782 SHEET 1 OF 3



**EXISTING WATER TOWER BASE**

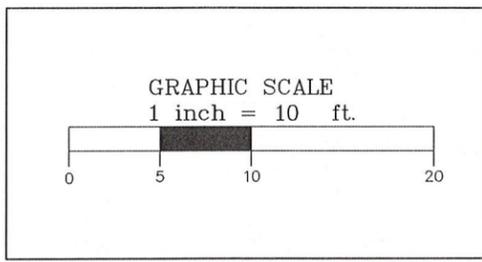
LATITUDE: 42°-41'-27.85"  
 LONGITUDE: 87°-54'-15.59"  
 (Per North American Datum of 83/2011)  
 Top of Whip Antenna Elevation: 899.0'  
 (Highest Point)  
 Top of Antenna Elevation: 885.0'  
 Bottom of Antenna Elevation: 877.1'  
 C/L Dish Elevation: 881.0'  
 Top of Light Elevation: 879.9'  
 Top of Vent Elevation: 878.9'  
 C/L Dish Elevation: 878.1'  
 Top of Water Tower Elevation: 877.9'  
 Top of Antenna Elevation: 838.7'  
 Bottom of Antenna Elevation: 832.7'  
 Painters Ring Elevation: 838.4'  
 Painters Ring Elevation: 833.3'  
 Ground Elevation: 723.1'  
 (Per North American Vertical Datum of 1988)

**BENCHMARK INFORMATION**  
 SITE BENCHMARK: (BM A)  
 TOP OF SOUTHWEST CORNER  
 OF CONCRETE EQUIPMENT PAD  
 ELEVATION: 723.57'

BEARINGS REFERENCED TO THE  
 WISCONSIN STATE PLANE COORDINATE  
 SYSTEM (NAD83/2011) - SOUTH ZONE  
 AND THE SOUTH LINE OF THE NE1/4,  
 SECTION 28, T.3N., R.22E., WHICH  
 BEARS S89°-48'-11"W

SURVEYED FOR:

2524 B 76TH STREET  
 FRANKSVILLE, WI 53126  
 262-884-2040  
 WWW.E-VERGENT.COM



**MERIDIAN**  
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N9637 Friendship Drive Office: 920-993-0881  
 Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:  
**STURTEVANT WT**

SITE NUMBER:  
 XX

SITE ADDRESS:  
 9800 BROADWAY DR.  
 STURTEVANT, WI 53177

PROPERTY/TOWER OWNER:  
 RACINE WATER UTILITY  
 730 WASHINGTON AVE.  
 RACINE, WI 53403

PARCEL NO.: 181-03-22-28-043-010

ZONED: MUNI

DEED REFERENCE: DOCUMENT NO. 2467347

**LEASE EXHIBIT**  
 FOR  
**E-VERGENT**

BEING A PART OF THE SW1/4 OF THE  
 NE1/4, SECTION 28, T.3N., R.22E.,  
 VILLAGE OF STURTEVENT, RACINE  
 COUNTY, WISCONSIN

**-LEGEND-**

- = 1" X 18" IRON ROD SET
- = 1" IRON PIPE FOUND (OR AS NOTED)
- ⊕ = COUNTY MONUMENT FOUND
- ⊕ = EXISTING POWER POLE
- ⊕ = ELECTRIC TRANSFORMER
- ⊕ = ELECTRIC METER
- ⊕ = FIBER OPTIC VAULT
- ⊕ = FIBER OPTIC PEDESTAL
- ⊕ = TELEPHONE PEDESTAL
- ⊕ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊕ = STORM MANHOLE
- = CONDUIT
- ⊕ = GROUNDING PORT
- ⊕ = DOOR
- ⊕ = TRAFFIC SIGN
- OPL — OPL — = OVERHEAD ELECTRIC
- E — E — = BURIED ELECTRIC
- T — T — = BURIED TELEPHONE
- T/E — T/E — = BURIED TELE. & ELEC.
- F — F — = BURIED FIBER OPTIC LINE
- W — W — = WATER MAIN
- — — — — = PROPERTY LINE
- \* = EXISTING PINE TREE
- ☼ = EXISTING SPRUCE TREE
- ☼ = EXISTING TREE

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N00°-00'-00"W	6.00'	L11	N90°-00'-00"E	6.00'
L2	N90°-00'-00"E	6.00'	L12	S00°-00'-00"E	33.89'
L3	S00°-00'-00"E	6.00'	L13	N90°-00'-00"E	21.54'
L4	S90°-00'-00"W	6.00'	L14	S00°-00'-00"E	6.00'
L5	N00°-00'-05"E	9.44'	L15	N00°-00'-00"W	25.11'
L6	N90°-00'-00"E	34.00'	L16	N90°-00'-00"E	8.30'
L7	S00°-00'-05"W	9.32'	L17	S00°-00'-00"E	2.21'
L8	S89°-48'-11"W	34.00'	L18	S44°-16'-46"W	6.16'
L9	S90°-00'-00"W	27.54'	L19	S00°-00'-00"E	18.50'
L10	N00°-00'-00"W	39.89'	L20	S90°-00'-00"W	4.00'

**SURVEYOR'S CERTIFICATE**  
 I, Craig A. Keach, Professional Land Surveyor  
 of Meridian Surveying, LLC., certify that I have surveyed the  
 described property and that the map shown is a true and accurate  
 representation thereof to the best of my knowledge and belief.

Dated this 11th day of NOVEMBER 2025.

*Craig A. Keach*  
 WISCONSIN PROFESSIONAL LAND SURVEYOR  
 Craig A. Keach, S-2333



NO.	DATE	DESCRIPTION	BY
3	11/7/25	Revised Legal Description	JD
2	10/30/25	Added Lease & Easements	JB
1	10/24/25	Preliminary Survey	JB

DRAWN BY: J.B. FIELD WORK DATE: 10-14-25

CHECKED BY: C.A.K. FIELD BOOK: X

JOB NO.: 16782 SHEET 2 OF 3

LEASE PARCEL

A part of Lot 1 of Certified Survey Map No. 2816, recorded in Volume 9 of Certified Survey Maps on pages 21-23 as Document No. 2111105, and located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin containing 36 square feet (0.001 acres) of land and being described by:

Commencing at the East Quarter Corner of Section 28; thence S89°-48'-11"W 2596.00 feet along the South line of the NE1/4 of said Section 28; thence N00°-00'-05"E 54.44 feet to the point of beginning; thence N00°-00'-00"W 6.00 feet; thence N90°-00'-00"E 6.00 feet; thence S00°-00'-00"E 6.00 feet; thence S90°-00'-00"W 6.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

ACCESS EASEMENT

A part of Lot 1 of Certified Survey Map No. 2816, recorded in Volume 9 of Certified Survey Maps on pages 21-23 as Document No. 2111105, and located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin containing 319 square feet (0.007 acres) of land and being described by:

Commencing at the East Quarter Corner of Section 28; thence S89°-48'-11"W 2596.00 feet along the South line of the NE1/4 of said Section 28; thence N00°-00'-05"E 45.00 feet to a point on the North Right of Way line of Broadway Drive and the point of beginning; thence N00°-00'-05"E 9.44 feet; thence N90°-00'-00"E 34.00 feet; thence S00°-00'-05"W 9.32 feet to a point on the North Right of Way line of Broadway Drive; thence S89°-48'-11"W 34.00 feet along said North Right of Way line to the point of beginning, being subject to any and all easements and restrictions of record.

6' WIDE UTILITY EASEMENT

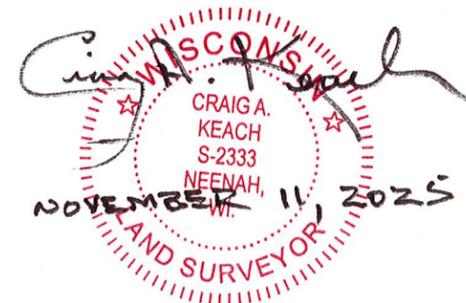
A part of Lot 1 of Certified Survey Map No. 2816, recorded in Volume 9 of Certified Survey Maps on pages 21-23 as Document No. 2111105, and located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin containing 369 square feet (0.008 acres) of land and being described by:

Commencing at the East Quarter Corner of Section 28; thence S89°-48'-11"W 2596.00 feet along the South line of the NE1/4 of said Section 28; thence N00°-00'-05"E 54.44 feet to the point of beginning; thence S90°-00'-00"W 27.54 feet; thence N00°-00'-00"W 39.89 feet; thence N90°-00'-00"E 6.00 feet; thence S00°-00'-00"E 33.89 feet; thence N90°-00'-00"E 21.54 feet; thence S00°-00'-00"E 6.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

4' WIDE COAX EASEMENT

A part of Lot 1 of Certified Survey Map No. 2816, recorded in Volume 9 of Certified Survey Maps on pages 21-23 as Document No. 2111105, and located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin containing 119 square feet (0.002 acres) of land and being described by:

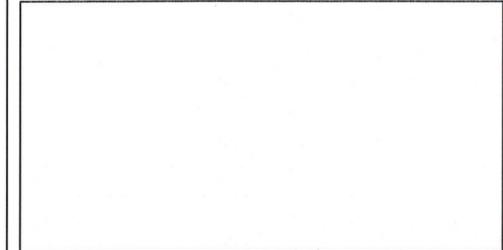
Commencing at the East Quarter Corner of Section 28; thence S89°-48'-11"W 2596.00 feet along the South line of the NE1/4 of said Section 28; thence N00°-00'-05"E 54.44 feet; thence N00°-00'-00"W 6.00 feet to the point of beginning; thence continue N00°-00'-00"W 25.11 feet; thence N90°-00'-00"E 8.30 feet; thence S00°-00'-00"E 2.21 feet; thence S44°-16'-46"W 6.16 feet; thence S00°-00'-00"E 18.50 feet; thence S90°-00'-00"W 4.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.



SURVEYED FOR:



2524 B 76TH STREET  
FRANKSVILLE, WI 53126  
262-884-2040  
WWW.E-VERGENT.COM



**MERIDIAN**  
**SURVEYING, LLC**

N9637 Friendship Drive Office: 920-993-0881  
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:  
STURTEVANT WT

SITE NUMBER:  
XX

SITE ADDRESS:  
9800 BROADWAY DR.  
STURTEVANT, WI 53177

PROPERTY/TOWER OWNER:  
RACINE WATER UTILITY  
730 WASHINGTON AVE.  
RACINE, WI 53403

PARCEL NO.: 181-03-22-28-043-010

ZONED: MUNI

DEED REFERENCE: DOCUMENT NO. 2467347

**LEASE EXHIBIT**  
FOR  
**E-VERGENT**  
BEING A PART OF THE SW1/4 OF THE  
NE1/4, SECTION 28, T.3N., R.22E.,  
VILLAGE OF STURTEVANT, RACINE  
COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
3	11/7/25	Revised Legal Description	JD
2	10/30/25	Added Lease & Easements	JB
1	10/24/25	Preliminary Survey	JB

DRAWN BY: J.B. FIELD WORK DATE: 10-14-25  
CHECKED BY: C.A.K. FIELD BOOK: X  
JOB NO.: 16782 SHEET 3 OF 3

**EXHIBIT C**

**CONSTRUCTION DRAWINGS AS APPROVED BY RACINE**

**[Attached]**









CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
 **e-vergent**  
 2524 B, 76th St.  
 Franksville, WI 53126  
 262.884.2040  
 www.e-vergent.com

ENGINEER SEAL:  
  
 - APPROVED -  
 SEE C-1001 FOR ENGINEER'S  
 STAMP AND SIGNATURE

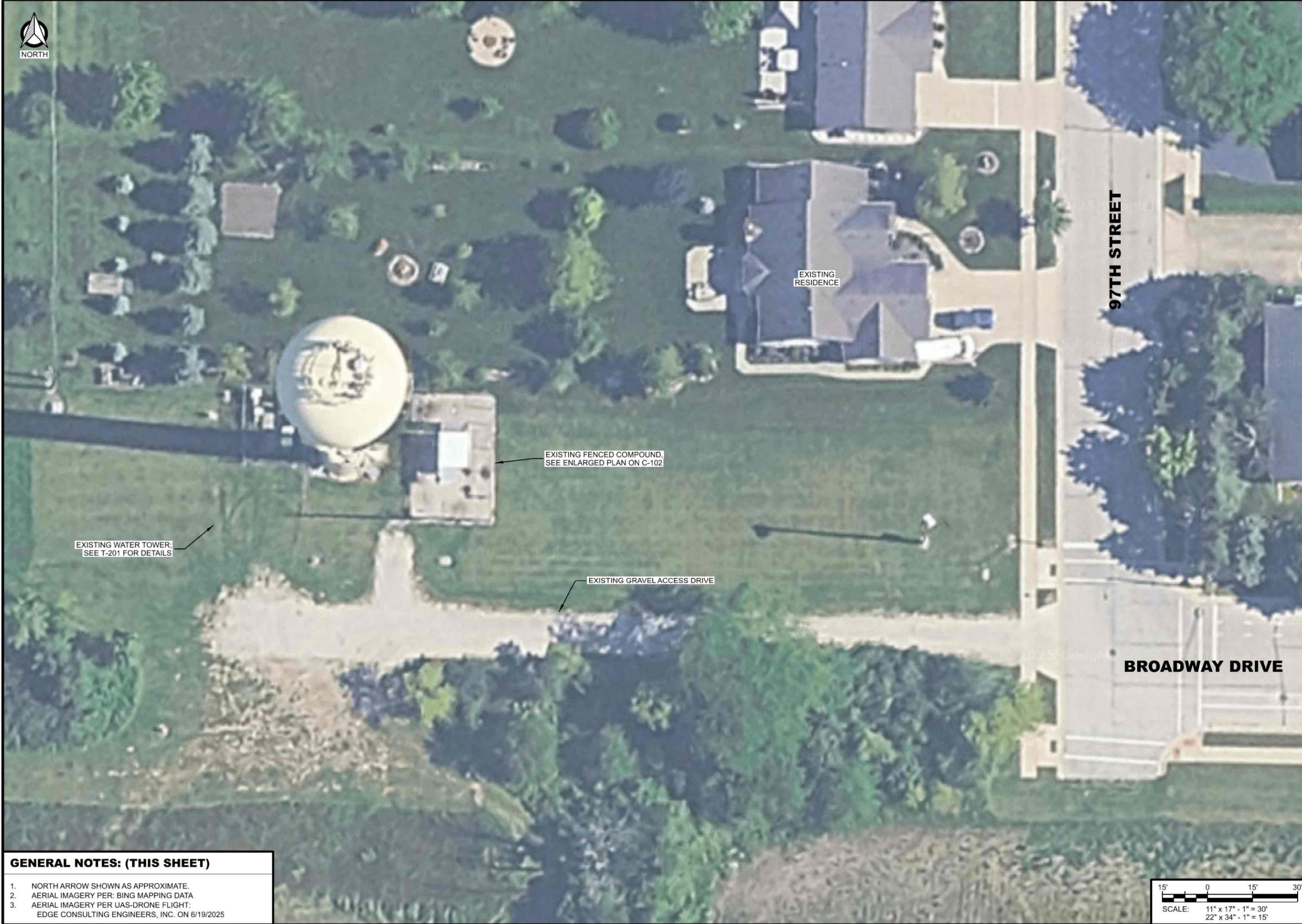
I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**OVERALL SITE PLAN  
 STURTEVANT WT  
 STURTEVANT, WISCONSIN**

SUBMITTAL:

INT.	DATE	DESCRIPTION
ADS	6/30/25	REV. A
ADS	11/11/25	REV. 0

CHECKED BY	KCB
PLOT DATE	11/11/2025
PROJECT NUMBER	44370
SET TYPE	FINAL DWGS
SHEET NUMBER	<b>C-101</b>



EXISTING RESIDENCE

EXISTING FENCED COMPOUND,  
 SEE ENLARGED PLAN ON C-102

EXISTING WATER TOWER;  
 SEE T-201 FOR DETAILS

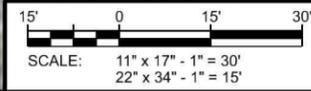
EXISTING GRAVEL ACCESS DRIVE

97TH STREET

BROADWAY DRIVE

**GENERAL NOTES: (THIS SHEET)**

- NORTH ARROW SHOWN AS APPROXIMATE.
- AERIAL IMAGERY PER: BING MAPPING DATA
- AERIAL IMAGERY PER UAS-DRONE FLIGHT:  
 EDGE CONSULTING ENGINEERS, INC. ON 6/19/2025



I:\44300\44370\Design\CADD\Plot\C-101.dgn



FENCING NOTE:  
 NEW FENCE & GATE TO MATCH EXISTING  
 CONTACT EXISTING FENCE VENDOR:  
 CENTURY FENCE  
 1-800-558-0507

CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
  
 2524 B. 76th St.  
 Franksville, WI 53126  
 262.884.2040  
 www.e-vergent.com

ENGINEER SEAL:  
  
 - APPROVED -  
 SEE G-001 FOR ENGINEER'S  
 STAMP AND SIGNATURE

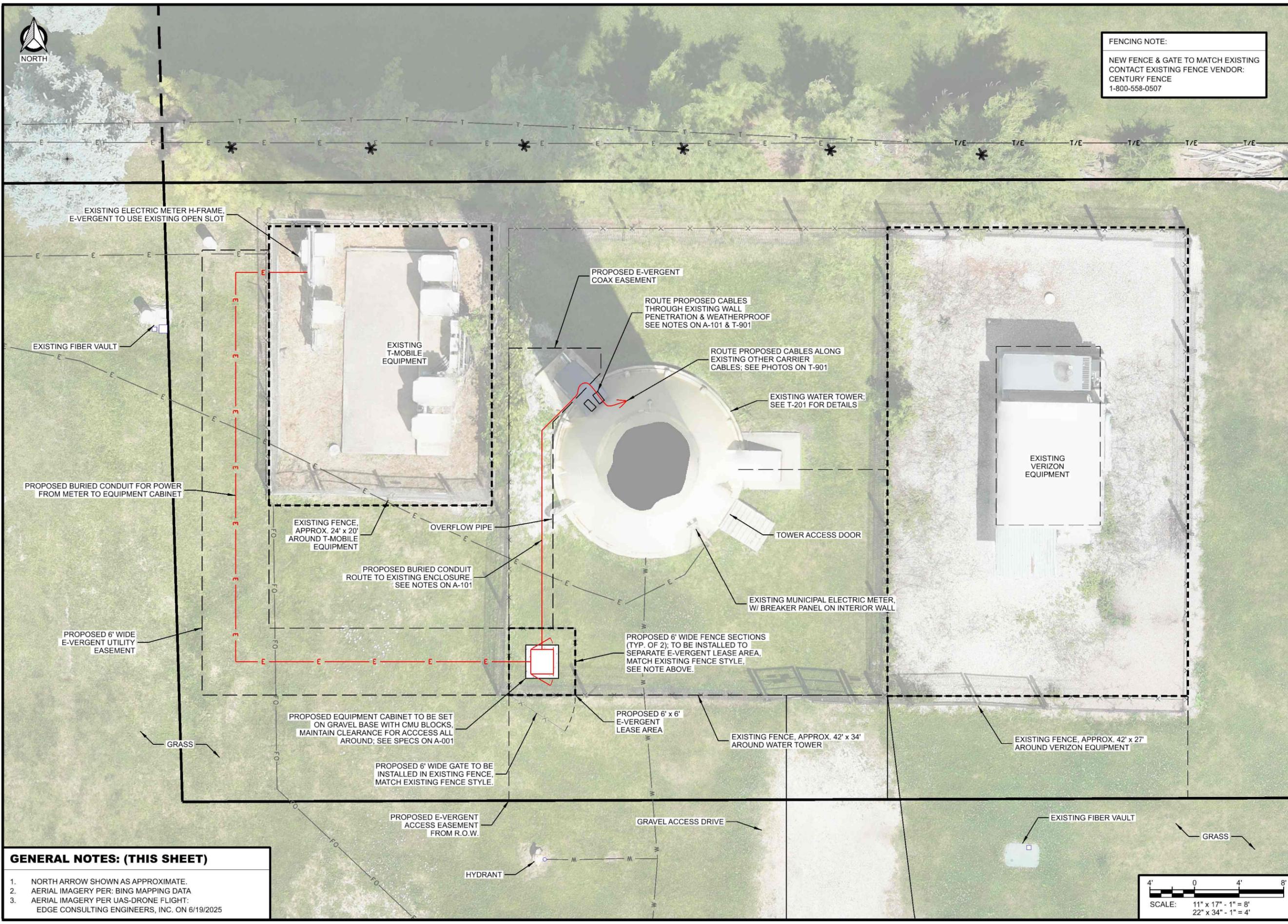
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**ENLARGED SITE PLAN  
 STURTEVANT W/ STURTEVANT, WISCONSIN**

SUBMITTAL:

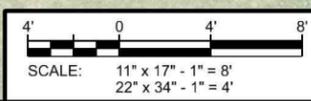
INT.	DATE	DESCRIPTION
ADS	6/30/25	REV. A
ADS	11/11/25	REV. 0

CHECKED BY	KCB
PLOT DATE	11/11/2025
PROJECT NUMBER	44370
SET TYPE	FINAL DWGS
SHEET NUMBER	<b>C-102</b>



**GENERAL NOTES: (THIS SHEET)**

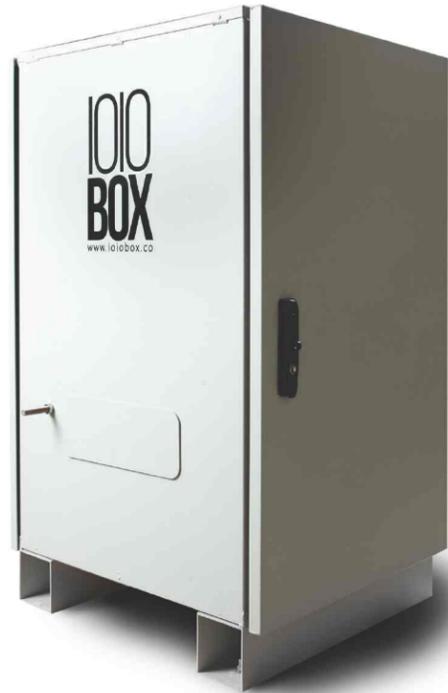
- NORTH ARROW SHOWN AS APPROXIMATE.
- AERIAL IMAGERY PER: BING MAPPING DATA
- AERIAL IMAGERY PER UAS-DRONE FLIGHT:  
 EDGE CONSULTING ENGINEERS, INC. ON 6/19/2025



I:\44300\44370\Design\CADD\CD\PlotC-102.dgn

# THE PERFECT ENCLOSURE. AND NOTHING ELSE.

MODEL: ORIGINAL EGGPLANT



**IOIO  
BOX**.CO

# THE PERFECT ENCLOSURE. AND NOTHING ELSE.

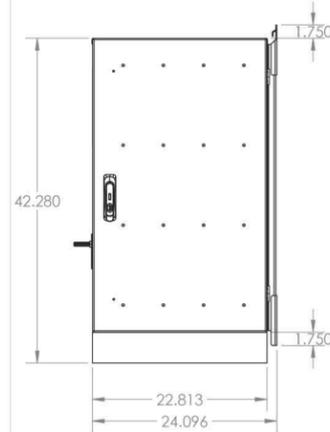
MODEL: ORIGINAL EGGPLANT

Overall Dimensions	42.25"H x 26.134"W x 25.00"D
Material	Powerder Coated 0.09" Aluminum
Cable Ingress Opening	1.457" H x 10.039"W
Removable Shelf Dimensions	20.695"W x 22.438"D
Shelf Cable Through Openings	(2.22"D x 7.00"W) x 3qty (2.22"D x 2.22"W) x 2qty
Standard Upper Rackable Height	12U / 22.626"
Available Upper Rackable Height	24U / 45.252"
Lower Compartment Dimensions	22.549"W x 23.00"D x 15.407"H
Available Lower Rackable Height	14U / 13.358"
Maximum Rackable Device Depth	22"
Overall Door Openings	20.604"W x 36.125"H
Feet Dimensions	4"H x 4"W x 22.813"L
Foot/Caster Mounting	0.5" holes set in 2" from each side
Grounding Rod	.5" Diameter
Weight	57 lbs w/o Feet 65 lbs w/Feet

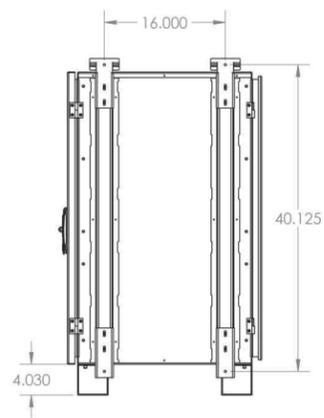
DATASHEET

DATASHEET

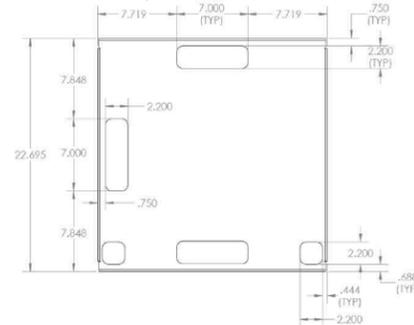
IOIOBox :: Original - Side A  
(with optional UniHangers)



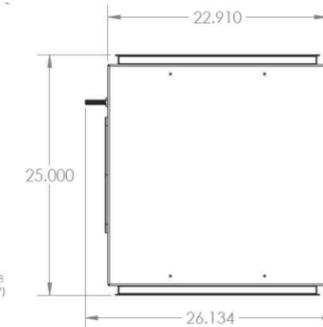
IOIOBox :: Original - Side B  
(with optional UniHangers)



IOIOBox :: Original - Removable Shelf:



IOIOBox :: Original - Top



**A** **EQUIPMENT SPECIFICATIONS**

CONSULTANT:

**Edge**  
Consulting Engineers, Inc.  
624 WATER STREET  
PRAIRIE DU SAC, WI 53578  
608.644.1449 VOICE  
608.644.1549 FAX  
www.edgeconsult.com

CLIENT:

**e-vergent**  
2524 B, 76th St.  
Franksville, WI 53126  
262.884.2040  
www.e-vergent.com

ENGINEER SEAL:

**- APPROVED -**  
SEE G-001 FOR ENGINEER'S  
STAMP AND SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**EQUIPMENT SPECIFICATIONS**  
**STURTEVANT WT**  
**STURTEVANT, WISCONSIN**

SUBMITTAL:

INT.	DATE	DESCRIPTION
ADS	6/30/25	REV. A
ADS	11/11/25	REV. 0

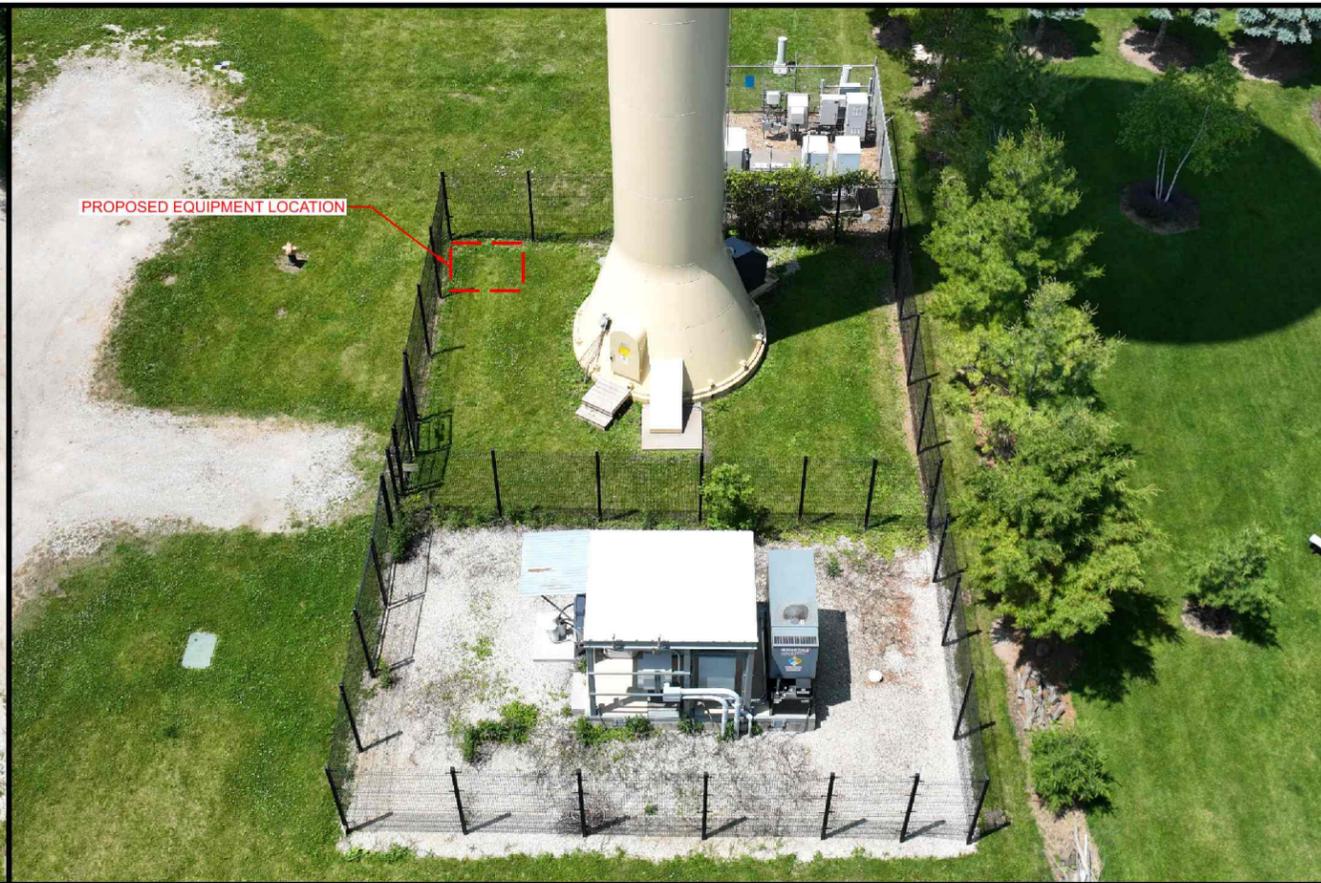
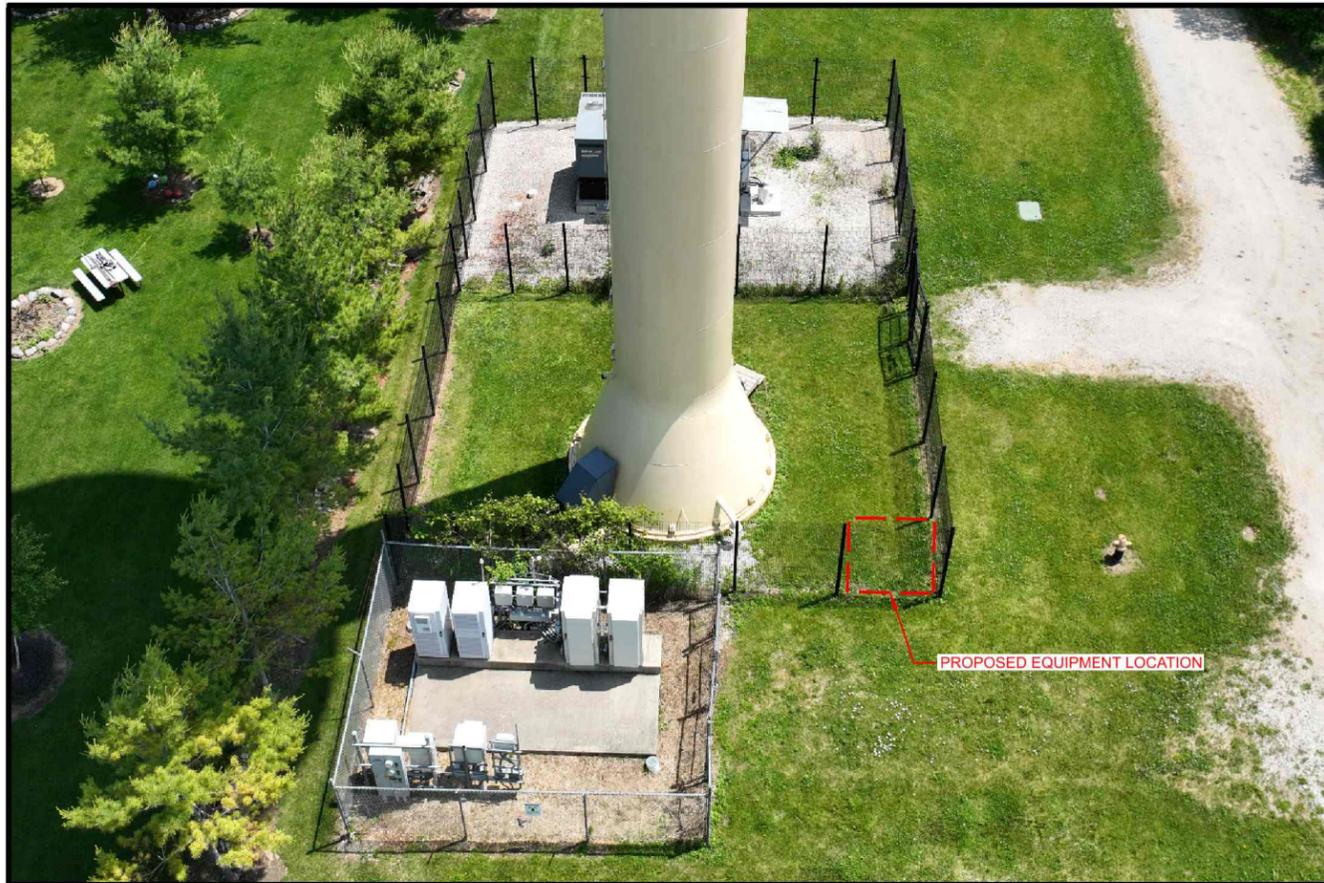
CHECKED BY: KCB

PLOT DATE: 11/11/2025

PROJECT NUMBER: 44370

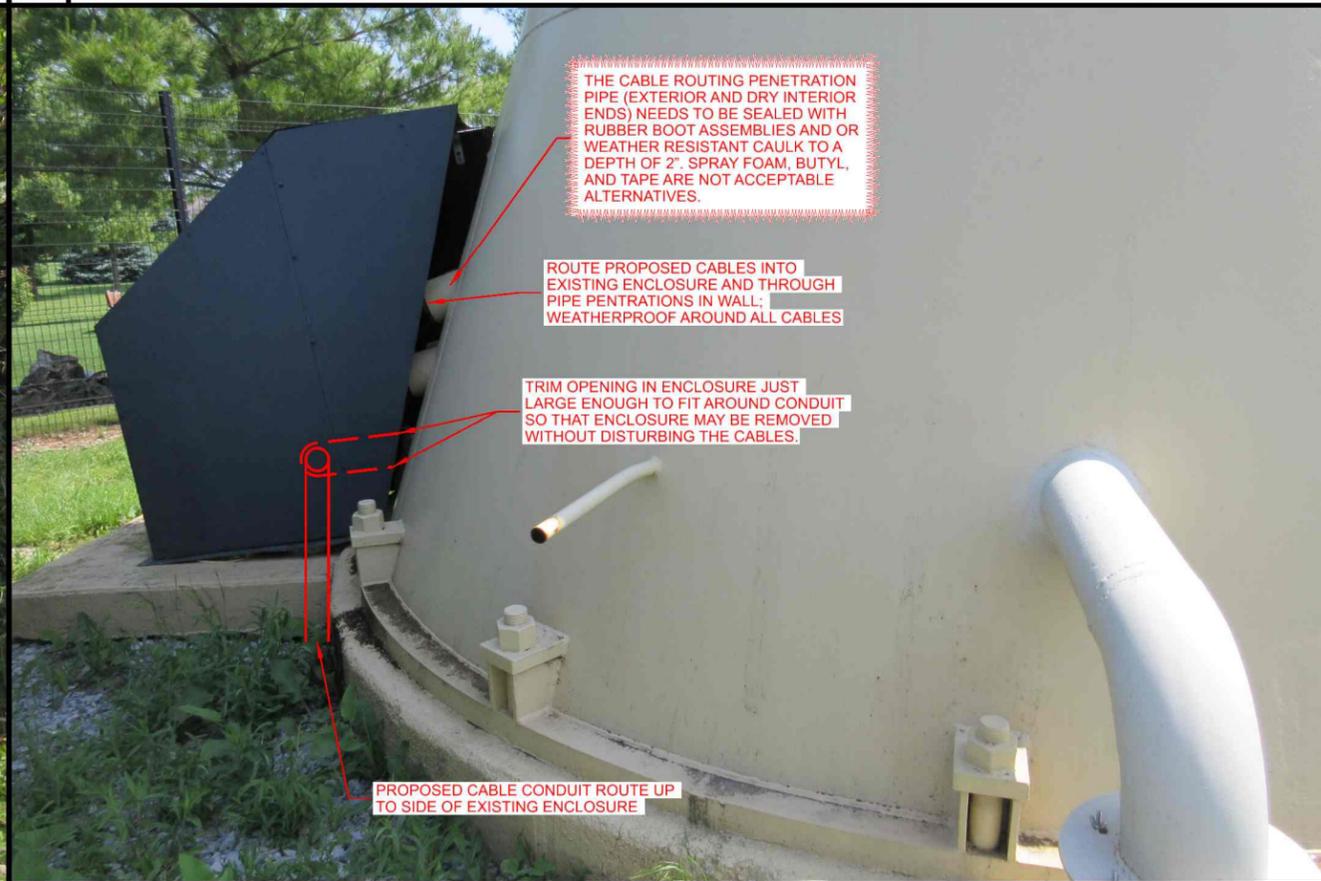
SET TYPE: FINAL DWGS

SHEET NUMBER: **A-001**



**A** SITE OVERVIEW (LOOKING EAST)

**B** SITE OVERVIEW (LOOKING WEST)



**C** PROPOSED EQUIPMENT LOCATION

**D** PROPOSED EQUIPMENT LOCATION

CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
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CLIENT:  
  
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ENGINEER SEAL:  
  
 - APPROVED -  
 SEE G-001 FOR ENGINEER'S  
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**EQUIPMENT INSTALLATION  
 STURTEVANT WT  
 STURTEVANT, WISCONSIN**

SUBMITTAL:

INT.	DATE	DESCRIPTION
ADS	6/30/25	REV. A
ADS	11/11/25	REV. 0

CHECKED BY	KCB
PLOT DATE	11/11/2025
PROJECT NUMBER	44370
SET TYPE	FINAL DWGS

SHEET NUMBER **A-101**

EXISTING MUNICIPAL ANTENNAS & EQUIPMENT, TO REMAIN (TYP.)

EXISTING VERIZON ANTENNAS & EQUIPMENT, TO REMAIN (TYP.)

TOP OF RAILING  
ELEV: 155.0'

PROPOSED ANTENNAS TO BE INSTALLED ON RAILING, SEE PLAN ON T-301

TOP OF TOWER  
ELEV: 153.0'

VERIFY THAT ALL THE EXISTING EXPANSION BRACKETS ARE INSTALLED TIGHT AND STILL HAVE ALL THE NECESSARY HARDWARE TO KEEP THEM TIGHT.

THE E-VERGENT CABLES ROUTED IN THE ACCESS TUBE CANNOT INTERFERE WITH THE HATCH TO THE WET INTERIOR OR LADDER IN THE ACCESS TUBE.

C/L OF T-MOBILE MOUNT  
ELEV: 112.0'

EXISTING T-MOBILE ANTENNAS & EQUIPMENT, TO REMAIN (TYP.)

PROPOSED CABLE ROUTE THROUGH TOWER INTERIOR ALONG EXISTING CABLE ROUTE, SEE PHOTOS ON T-901

TOP OF CONCRETE  
ELEV: 0'

NOTE:

ELEVATIONS ARE BASED ON MEASUREMENTS EXTRAPOLATED FROM UAS 3D POINT CLOUD. HEIGHTS ARE ROUNDED TO THE NEAREST 0.1'

**A** SITE ELEVATION



**B**

EXISTING SITE ELEVATION

CONSULTANT:

**Edge**  
Consulting Engineers, Inc.  
624 WATER STREET  
PRAIRIE DU SAC, WI 53578  
608.644.1449 VOICE  
608.644.1549 FAX  
www.edgeconsult.com

CLIENT:

**e-vergent**  
2524 B, 76th St.  
Franksville, WI 53126  
262.884.2040  
www.e-vergent.com

ENGINEER SEAL:

**- APPROVED -**  
SEE G-001 FOR ENGINEER'S  
STAMP AND SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**TOWER ELEVATION  
STURTEVANT WT  
STURTEVANT, WISCONSIN**

SUBMITTAL:

INT:	DATE:	DESCRIPTION:
ADS	6/30/25	REV. A
ADS	11/11/25	REV. 0

CHECKED BY: KCB

PLOT DATE: 11/11/2025

PROJECT NUMBER: 44370

SET TYPE: FINAL DWGS

SHEET NUMBER: **T-201**



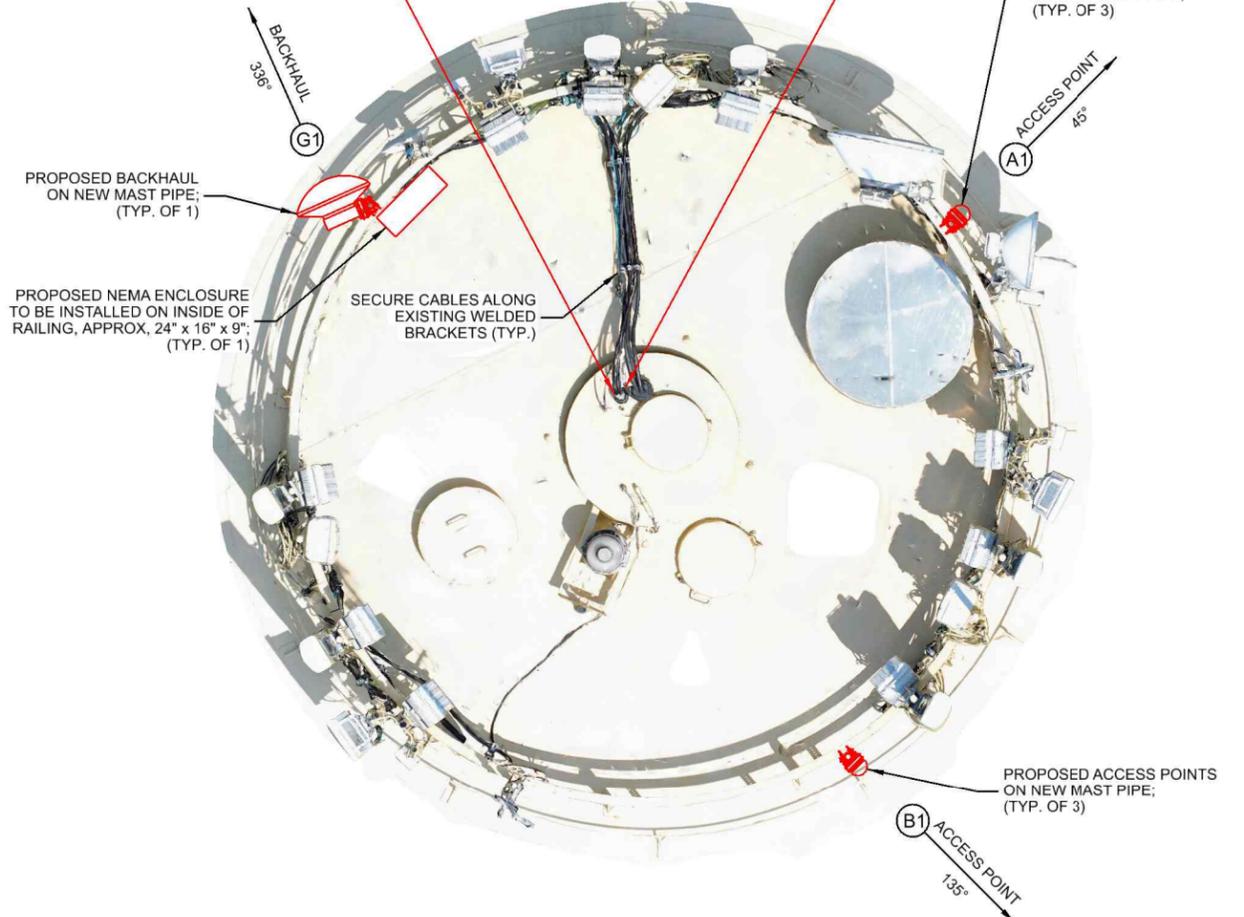
NORTH

**LEGEND: (THIS SHEET)**

- EXISTING
- RELOCATED
- PROPOSED

THE CABLE ROUTING PENETRATION PIPE AT THE TOP OF THE ACCESS TUBE (EXTERIOR ENDS ONLY) NEEDS TO BE SEALED WITH A RUBBER BOOT ASSEMBLY AND OR WEATHER RESISTANT CAULK TO A DEPTH OF 2". SPRAY FOAM, BUTYL, AND TAPE ARE NOT ACCEPTABLE ALTERNATIVES.

WEATHERPROOF AROUND EXISTING CABLES AFTER THE E-VERGENT CABLES ARE ROUTED THROUGH.



PROPOSED BACKHAUL ON NEW MAST PIPE; (TYP. OF 1)

PROPOSED NEMA ENCLOSURE TO BE INSTALLED ON INSIDE OF RAILING, APPROX. 24" x 16" x 9"; (TYP. OF 1)

SECURE CABLES ALONG EXISTING WELDED BRACKETS (TYP.)

PROPOSED ACCESS POINTS ON NEW MAST PIPE; (TYP. OF 3)

THE E-VERGENT CABLES ON THE ROOF NEED TO BE PROPERLY ATTACHED TO THE CABLE ROUTING PLATES ON THE ROOF AND ON THE HANDRAIL SO THERE ARE NO LENGTHS OF CABLES LYING ON THE ROOF. WHEN CABLES ARE LYING ON THE ROOF THEY CAN ACCUMULATE BIRD DROPPING AND OTHER DEBRIS THAT CAN BE DETRIMENT TO THE CONDITION OF THE COATING. THE E-VERGENT CABLES CANNOT BE ATTACHED TO OTHER EXISTING CABLES ON THE ROOF.

- NOTES:
1. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.
  2. ANTENNA AZIMUTHS ARE BASED ON MEASUREMENTS EXTRAPOLATED FROM UAS 3D POINT CLOUD, AND ROUNDED TO THE NEAREST DEGREE.

**A PROPOSED ANTENNA LAYOUT**



**B EXISTING EQUIPMENT ON RAILING (LOOKING EAST)**

Antenna Position	Technology	Antenna Model	Antenna Quantity	RAD Center	Azimuth	BH Radio	Radio Qty.	Cable Type	Cable Qty.
ALPHA	A1	Ubiquiti Wave AP Micro	3	157'	45°	-	-	5/8" Power	1
BETA	B1	Ubiquiti Wave AP Micro	3	157'	135°	-	-	3/8" Fiber	1
GAMMA	G1	MTI Wireless Edge MT518M49VH/AV	1	157'	336°	Aviat W48-18L5-DPH2 WTM 4800	1	Shared	-
<b>Total:</b>			<b>7</b>				<b>1</b>		<b>2</b>

**C PROPOSED ANTENNA & EQUIPMENT LOADING**

CONSULTANT:

624 WATER STREET  
PRAIRIE DU SAC, WI 53578  
608.644.1449 VOICE  
608.644.1549 FAX  
www.edgeconsult.com

CLIENT:

2524 B, 76th St.  
Franksville, WI 53126  
262.884.2040  
www.e-vergent.com

ENGINEER SEAL:

**- APPROVED -**  
SEE G-001 FOR ENGINEER'S STAMP AND SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

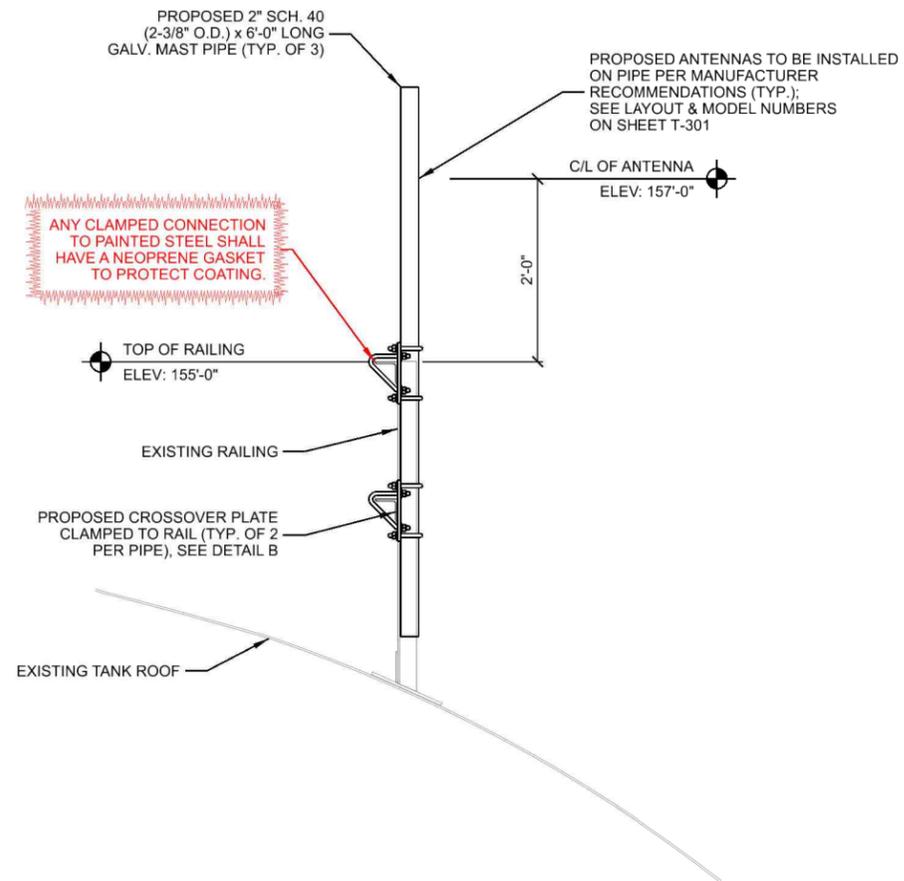
**ANTENNA CONFIGURATION STURTEVANT, WISCONSIN**

SUBMITTAL:

INT.	DATE	DESCRIPTION
ADS	6/30/25	REV. A
ADS	11/11/25	REV. 0

CHECKED BY	KCB
PLOT DATE	11/11/2025
PROJECT NUMBER	44370
SET TYPE	FINAL DWGS
SHEET NUMBER	<b>T-301</b>

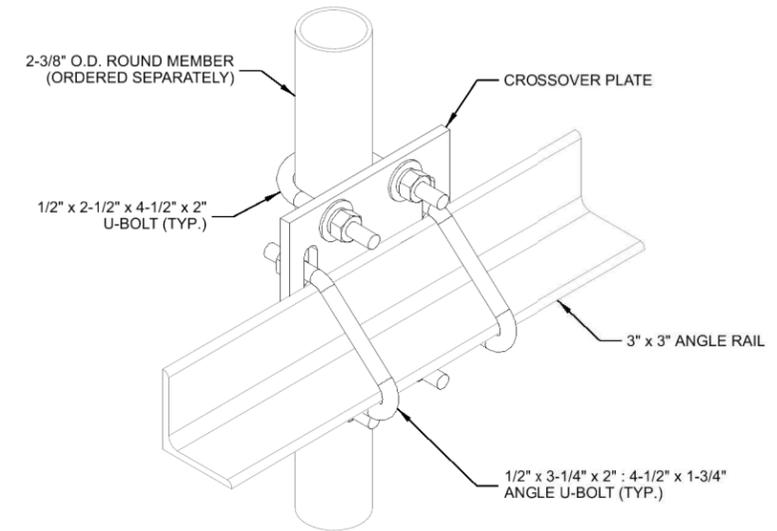
I:\44300\44370\Design\CAD\CD\Plot\T-301.dgn



- NOTES:
1. FIELD CUT ENDS AND DRILLED HOLES TO BE COATED WITH ZINC RICH PAINT.
  2. REMOVE ALL METAL SHAVING & GRINDINGS FROM TANK SURFACE.

**A** ANTENNA MOUNT PROFILE

MANUFACTURER: SITE PRO 1  
 MODEL: ACX238-K  
 DESCRIPTION: PIPE/ANGLE CROSSOVER PLATE KITS  
 USED FOR ATTACHING PIPE TO ANGLE IN 90° FASHION  
 U-BOLTS AND HARDWARE INCLUDED



**B** CROSSOVER PLATE

CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
**e-vergent**  
 2524 B, 76th St.  
 Franksville, WI 53126  
 262.884.2040  
 www.e-vergent.com

ENGINEER SEAL:  
 - APPROVED -  
 SEE G-001 FOR ENGINEER'S  
 STAMP AND SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**TRANSMISSION LINE  
 INSTALLATION DETAILS  
 STURTEVANT, WISCONSIN**

SUBMITTAL		
INT.	DATE	DESCRIPTION
ADS	6/30/25	REV. A
ADS	11/11/25	REV. 0

CHECKED BY	KCB
PLOT DATE	11/11/2025
PROJECT NUMBER	44370
SET TYPE	FINAL DWGS

SHEET NUMBER **T-501**



**C** PROPOSED ALPHA SECTOR ANTENNA MOUNT



**D** PROPOSED BETA SECTOR ANTENNA MOUNT



**E** PROPOSED GAMMA SECTOR ANTENNA MOUNT

I:\44300\44370\Design\CAD\CD\Plot\T-501.dgn

CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
  
 2524 B, 76th St.  
 Franksville, WI 53126  
 262.884.2040  
 www.e-vergent.com

ENGINEER SEAL:  
  
 - APPROVED -  
 SEE G-001 FOR ENGINEER'S  
 STAMP AND SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**CABLE ROUTING PHOTOS  
 STURTEVANT WT  
 STURTEVANT, WISCONSIN**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
ADS	6/30/25	REV. A
ADS	11/11/25	REV. 0

CHECKED BY:	KCB
PLOT DATE:	11/11/2025
PROJECT NUMBER:	44370
SET TYPE:	FINAL DWGS
SHEET NUMBER:	<b>T-901</b>



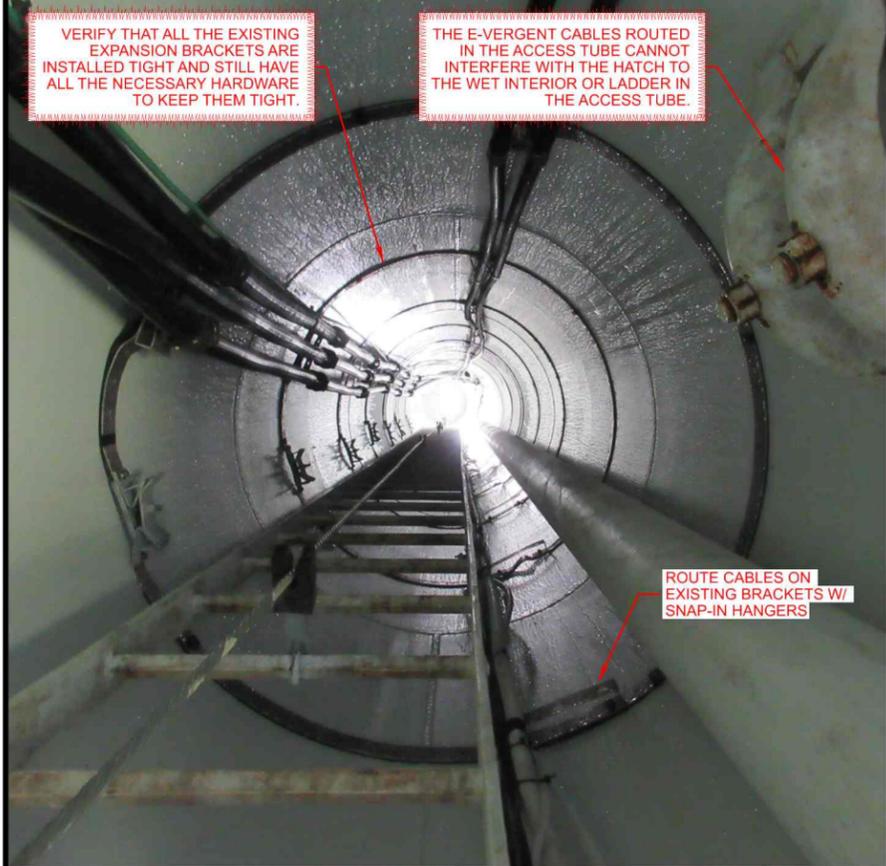
**A LOWER TOWER PENETRATIONS**



**B CONDENSATE PLATFORM PENETRATIONS**



**C LOOKING UP TOWER SHAFT**



**D LOOKING UP ACCESS TUBE**



**E PENETRATIONS IN COVER PLATE**



**F PENETRATIONS IN COVER PLATE**

**EXHIBIT D**

**ANTENNA SITE APPLICATION FORM**

**[Attached three-page application form follows; to be used in accordance with Section 8.1.2.1 of the Agreement]**



Effective 1/1/2024– SUBJECT TO CHANGE

Date Received by Water Department

\_\_\_\_\_

# ANTENNA SITE APPLICATION

Municipality: City of Racine Water Utility  
Address: 800 Center Street, Room 227  
City, State, Zip: Racine, WI 53403  
Website: <https://cityofracine.org/water/>

Water Tower Site Name & Address: (existing site or proposed new site build) \_\_\_\_\_

Wireless Carrier: \_\_\_\_\_  
(Complete corporate name of Licensee)

Wireless Carrier Corporate Designation: \_\_\_\_\_

1. Name of Applicant: \_\_\_\_\_
2. Address of Applicant: \_\_\_\_\_
3. Contact person for Applicant: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Email: \_\_\_\_\_
4. Technical Advisor (A&E firm): \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Email: \_\_\_\_\_
5. Proposed Radio Band: \_\_\_\_\_
6. Propose Radio Frequency(s): \_\_\_\_\_  
(Specify or attach a separate list)
7. Type of Service (SMR, ESMR, PCS, Cellular, Two-Way Paging, Microwave, Wi-Fi, WiMAX, etc.)  
\_\_\_\_\_
8. Unlicensed spectrum? Y / N (Circle One)

If yes, identify in detail the portions of the project to use an unlicensed spectrum. Designate this as an Attachment.

Initial here \_\_\_\_ to indicate Attachment has been included.

If utilizing a Distributed Antenna System (DAS), provide Radio Frequency Coverage Maps prepared by the FCC Licensee(s).

9. Will this site be interconnected via radio frequency transmissions to any other site or sites now constructed, proposed or anticipated Y / N (Circle One)

Interconnection includes one or more radio frequency links for the purpose to provide for “back-haul” from this site to a switching center or centralized node location.

If yes, what will the method of interconnection be? \_\_\_\_\_  
If yes, attach details and specifications.

10. Antenna equipment – Attach applicable specifications.

- A. Number of antennas \_\_\_\_\_
- B. Number of zones \_\_\_\_\_
- C. Antenna dimensions \_\_\_\_\_
- D. Antenna type, manufacturer & model no. \_\_\_\_\_
- E. Number of Radio Units \_\_\_\_\_
- F. Radio Unit dimensions \_\_\_\_\_
- G. Radio Unit type, manufacturer & model no. \_\_\_\_\_
- H. Transmission line or cable manufacturer & model no. \_\_\_\_\_
- I. Size of cables \_\_\_\_\_ Number of cables \_\_\_\_\_
- J. Antenna location on the tower: \_\_\_\_\_  
*(N, S, E, W, NE etc. or specify the exact antenna azimuths)*
- K. GPS Antenna Y/N *(Circle One)*  
If yes, provide size, Dimensions and Weight: \_\_\_\_\_

11. Dish equipment – Attach applicable specifications

- A. Number of dishes \_\_\_\_ Dish dimension \_ Microwave? Y/N *(Circle One)* Satellite? Y/N *(Circle One)*
- B. Dish type, manufacturer & model no. \_\_\_\_\_
- C. Transmission line or cable manufacturer & model no. \_\_\_\_\_
- D. Size of cables \_\_\_\_\_ Number of cables \_\_\_\_\_
- E. Dish location on tower: \_\_\_\_\_  
Initial here \_\_\_\_\_ to indicate specifications are attached.

12. Ground equipment – Attach applicable specifications

- A. Square feet required \_\_\_\_\_
- B. Inside Tower? Y/N *(Circle One)* Inside Lessee building? Y/N *(Circle One)* Outside? Y/N *(Circle One)*
- C. Number of cabinets \_\_\_\_\_ Cabinet dimensions \_\_\_\_\_
- D. Number of air conditioners \_\_\_\_\_ Air conditioner description \_\_\_\_\_
- E. Generator on site? Y/N *(Circle One)* If yes, provide type, size and where to be located. \_\_\_\_\_
- F. Isolator manufacturer & model no. \_\_\_\_\_
- G. Duplexer manufacturer & model no. \_\_\_\_\_
- H. Filters manufacturer & model no. \_\_\_\_\_
- I. Controls used in addition to the transmitter/receiver cabinet(s)? Y/N *(Circle One)*  
If yes, how many? \_\_\_\_\_ manufacturer & model no. \_\_\_\_\_  
Initial here \_\_\_\_\_ to indicate specifications are attached.

13. Desired date of operation: \_\_\_\_\_

14. Description of scope of Work

*(Example: Install 3 new radio units, relocate 3 antennas, add new power plant)*

---

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## READ CAREFULLY BEFORE SIGNING

The undersigned carrier (“Carrier”) agrees and acknowledges the Carrier is responsible for all costs associated with the Carrier’s proposed project to be installed on City of Racine (“City”) property, whether or not the application results in an agreement.

Costs may include, but are not limited to the following:

1. All work performed by City’s engineering/communications consultant, including, but not limited to, meetings with Carrier (e.g., pre-construction meeting) and site coordination; review of construction drawings, interference analysis, inter-modulation studies, and structural analyses; on-site supervision of Carrier’s work; post-construction inspection and punch-list review.
2. All work performed by City’s legal counsel, including, but not limited to, drafting, reviewing, and negotiating water tower agreements and amendments thereto, as well as reviewing site surveys submitted by Carrier.
3. Utility service provided by local utilities to bring or upgrade electrical or telephone service to the site for Carrier’s use.
4. All required permitting and licensing fees.

Carrier must submit to City a certified check in the amount of **\$15,000** (“Deposit”) at the time Carrier submits its construction plans and drawings. City will use the Deposit to pay expenses it incurs related to professional services for the project (i.e., Items 1 and 2 above). If the Deposit is exhausted before the project is completed, City will request that the Deposit be replenished. If any part of the Deposit remains after completion of the project, the remainder will be returned to Carrier.

Legal Name of Carrier: \_\_\_\_\_

Signature:\* \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*The signatory represents and warrants that he/she is authorized to sign on Carrier’s behalf.

**Checks are to be made payable to:**

City of Racine Water Utility  
800 Center Street, Room 227  
Racine, WI 53403

Contact Phone: (262)636-9535

**EXHIBIT E**

**ANTENNA SITE SERVICE NOTICE FORM**

**[Attached three-page form follows; to be used in accordance with Section 8.3.1 of the Agreement]**



Date Received  
\_\_\_\_\_

# ANTENNA SITE SERVICE NOTICE

Municipality: City of Racine Water Utility  
Address: 800 Center Street, Room 227  
City, State, Zip: Racine, WI 53403  
Phone: 262-636-9535  
Website: <https://cityofracine.org/water>

**Water Tower Site Name and Address:** \_\_\_\_\_  
\_\_\_\_\_

**Wireless Carrier:** \_\_\_\_\_

1. Name of Service Company: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Contact person for Applicant: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Email: \_\_\_\_\_
4. Technical Site Advisor: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Email: \_\_\_\_\_
5. Proposed Radio Band: \_\_\_\_\_
6. Propose Radio Frequency(s): \_\_\_\_\_
7. Type of Service Request (supply service ticket # if available) \_\_\_\_\_
8. List all personnel to be on site during service (attached copy of driver’s license or US identification):
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  - D. \_\_\_\_\_
  - E. \_\_\_\_\_
9. Antenna equipment – Attach applicable specifications.
  - A. Number of antennas \_\_\_\_\_
  - B. Number of zones \_\_\_\_\_
  - C. Antenna dimensions \_\_\_\_\_

- D. Antenna type, manufacturer, and model no.  
\_\_\_\_\_
- E. Number of Radio Units \_\_\_\_\_
- F. Radio Unit dimensions \_\_\_\_\_
- G. Radio Unit type, manufacturer, and model no. \_\_\_\_\_
- H. Transmission line or cable manufacturer and model no.  
\_\_\_\_\_
- I. Size of cables \_\_\_\_\_ Number of cables \_\_\_\_\_
- J. Antenna location on the tower: \_\_\_\_\_  
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- K. GPS Antenna Y/N (Circle One)  
If yes, provide Dimensions and Weight: \_\_\_\_\_

10. Dish equipment – Attach applicable specifications

- A. Number of dishes \_\_\_\_ Dish dimensions \_\_\_\_\_ Microwave? Y/N (Circle One)  
Satellite? Y/N (Circle One)
- B. Dish type, manufacturer, and model no. \_\_\_\_\_
- C. Transmission line or cable manufacturer and model no. \_\_\_\_\_
- D. Size of cables \_\_\_\_\_ Number of cables \_\_\_\_\_
- E. Dish location on tower: \_\_\_\_\_  
Initial here \_\_\_\_\_ to indicate specifications are attached.

11. Ground equipment – Attach applicable specifications

- A. Square feet required \_\_\_\_\_
- B. Inside Tower? Y/N (Circle One) Inside Lessee building? Y/N (Circle One) Outside? Y/N (Circle One)
- C. Number of cabinets \_\_\_\_ Cabinet dimensions \_\_\_\_\_
- D. Number of air conditioners \_\_\_\_\_ Air conditioner description
- E. Generator on site? Y/N (Circle One) if yes, provide type, size, and location.  
\_\_\_\_\_
- F. Isolator manufacturer and model no. \_\_\_\_\_
- G. Duplexer manufacturer and model no. \_\_\_\_\_
- H. Filters manufacturer and model no. \_\_\_\_\_
- I. Controls used in addition to the transmitter/receiver cabinet(s)? Y/N (Circle One)  
If yes, how many? \_\_\_\_\_ Manufacturer and model no. \_\_\_\_\_

Initial here \_\_\_\_\_ to indicate specifications are attached.

12. Desired date of operation: \_\_\_\_\_

13. Description of scope of work:

(Example: Diagnose and repair 3 radio head units; replace nonfunctioning antenna with same model)

---

---

Service Company Representative \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT F**  
**FORM OF MEMORANDUM OF AGREEMENT**

**[Attached]**

**NOT FOR EXECUTION**

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is by and between the City of Racine, Wisconsin, acting through the Racine Water Works Commission, a municipal public water utility (“**Licensor**”) and American Heartland Fiber Networks LLC (d/b/a e-vergent), a Delaware limited liability company (“**Licensee**”).

**RECITALS**

- A. Licensor owns certain real property located at 9800 Broadway Dr., Sturtevant, Wisconsin (“**Property**”) on which Licensor maintains a water tower (“**Tower**”).
- B. Licensor and Licensee entered into a Water Tower License Agreement (“**Agreement**”) dated \_\_\_\_\_, 202\_\_ (“**Effective Date**”) for the purpose of allowing Licensee to install and maintain certain telecommunications equipment on the Tower and within an approximately 36-square-foot portion of the Property.
- C. This Memorandum is being recorded to place third parties on notice of the Agreement and of certain rights and obligations of Licensor and Licensee thereunder, which are summarized below.

NOW, THEREFORE, Licensor and Licensee acknowledge the following:

1. **Land Space.** Subject to the provisions of the Agreement and for the duration of its term, Licensor licenses to Licensee the approximately 36-square-foot portion of the Property legally described on **Exhibit 1** and depicted on **Exhibit 2** (the “**Land Space**”).
2. **Term.** The initial term of the Agreement is for a period commencing on the Effective Date of the Agreement and ending on the fifth anniversary of the Effective Date. Licensee has the option to renew and extend the Agreement for three additional periods of five years each, upon the terms and conditions set forth in the Agreement.
3. **Agreement Controlling.** This Memorandum is only a summary of some of the terms and conditions of the Agreement and is not intended to amend, alter, modify, abrogate, substitute, or otherwise affect any of the terms or conditions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control.

**IN WITNESS WHEREOF**, Licensor and Licensee have executed this Memorandum of Agreement as of the date of the last signature below.

---

RETURN TO:  
e-vergent  
Attn: Director of Outside Plant &  
Engineering  
2524 76<sup>th</sup> Street, Suite B  
Franksville, WI 53126

---

P.I.N.  
Pt. of 181-03-22-28-043-010

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**NOT FOR EXECUTION**

**EXHIBIT 1  
TO MEMORANDUM OF AGREEMENT**

**Legal Description of Land Space**

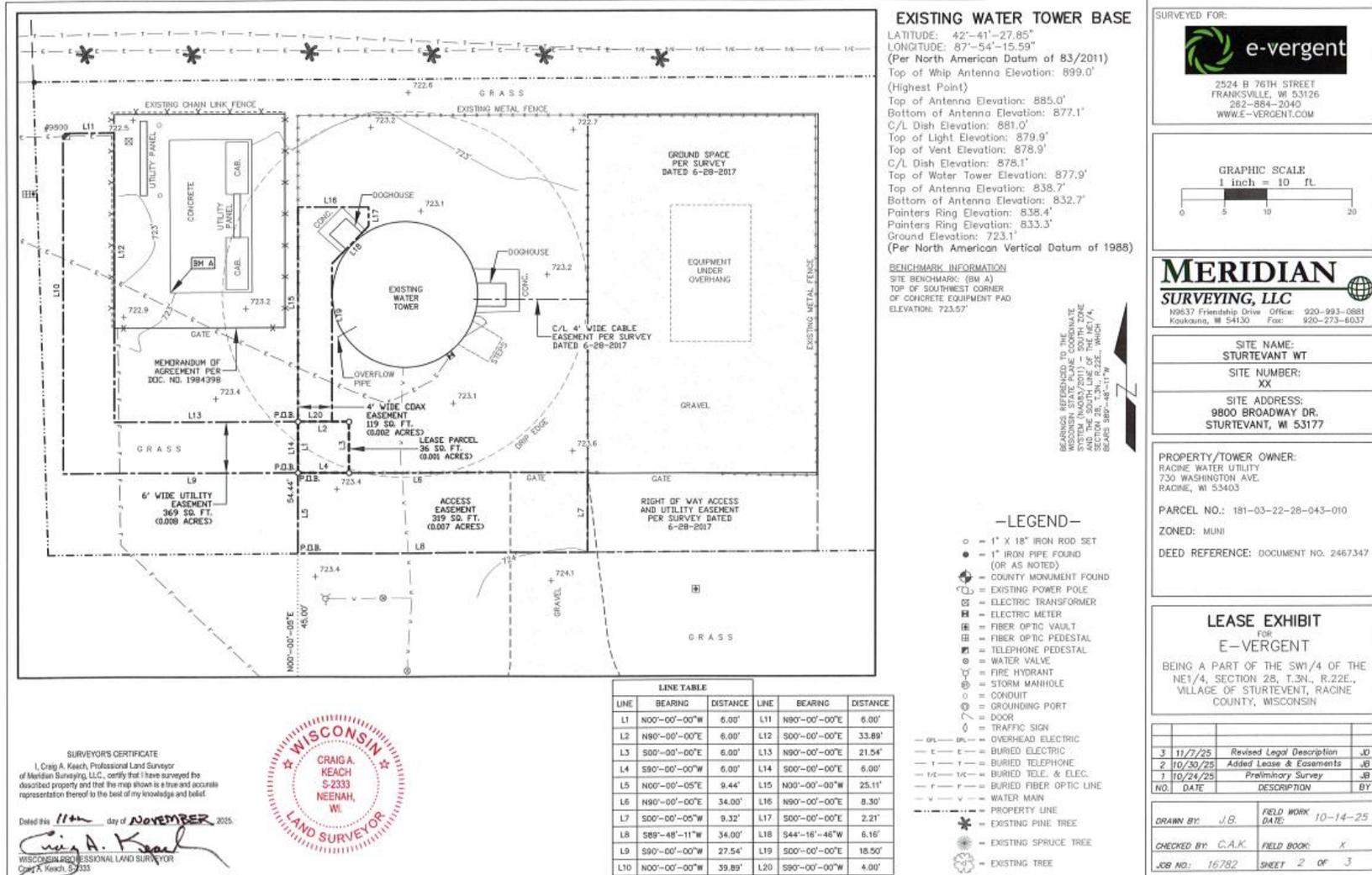
A part of Lot 1 of Certified Survey Map No. 2816, recorded in Volume 9 of Certified Survey Maps on pages 21-23 as Document No. 2111105, and located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin containing 36 square feet (0.001 acres) of land and being described by:

Commencing at the East Quarter Corner of Section 28; thence S89°-48'-11"W 2596.00 feet along the South line of the NE1/4 of said Section 28; thence N00°-00'-05"E 54.44 feet to the point of beginning; thence N00°-00'-00"W 6.00 feet; thence N90°-00'-00"E 6.00 feet; thence S00°-00'-00"E 6.00 feet; thence S90°-00'-00"W 6.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

NOT FOR EXECUTION

EXHIBIT 2  
TO MEMORANDUM OF AGREEMENT

Depiction of Land Space



**SURVEYOR'S CERTIFICATE**  
 I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 11th day of NOVEMBER 2025.

*Craig A. Keach*  
 WISCONSIN PROFESSIONAL LAND SURVEYOR  
 Craig A. Keach, S-2333



**LINE TABLE**

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N00°-00'-00"W	6.00'	L11	N90°-00'-00"E	6.00'
L2	N90°-00'-00"E	6.00'	L12	S00°-00'-00"E	33.89'
L3	S00°-00'-00"E	6.00'	L13	N90°-00'-00"E	21.54'
L4	S90°-00'-00"W	6.00'	L14	S00°-00'-00"E	6.00'
L5	N00°-00'-05"E	9.44'	L15	N00°-00'-00"W	25.11'
L6	N90°-00'-00"E	34.00'	L16	N90°-00'-00"E	8.30'
L7	S00°-00'-05"W	9.32'	L17	S00°-00'-00"E	2.21'
L8	S89°-48'-11"W	34.00'	L18	S44°-16'-46"W	6.16'
L9	S90°-00'-00"W	27.54'	L19	S00°-00'-00"E	18.50'
L10	N00°-00'-00"W	39.89'	L20	S90°-00'-00"W	4.00'