

Enrolled Ordinance 171-086

APPROVE NORTHVIEW TOWER AND GROUND
SPACE LEASE WITH US CELLULAR

WHEREAS, Waukesha County and United States Cellular Operating Company LLC, a Delaware limited liability company, ("USCC") are parties to a certain lease agreement dated November 1, 1997 (the "Current Lease") whereby USCC leases certain space from the County at 1210 Northview Road in the City of Waukesha for the operation of a cell tower site, and

WHEREAS, the Current Lease expires October 31, 2017 at which time the tower becomes property of the County and USCC desires to enter into a new lease with the County for attachment locations upon the County-owned tower and additional ground space for USCC's cellular common carrier mobile radio base station operations, including related telecommunications functions, and

WHEREAS, the County is willing to lease the tower and ground space to USCC upon the terms and conditions set forth the proposed Tower and Ground Space Lease commencing November 1, 2017.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Tower and Ground Space Lease between Waukesha County and United States Cellular Operating Company LLC on file with the Department of Emergency Preparedness for use of the Northview tower and surrounding lands as a cellular tower site is hereby approved.

BE IT FURTHER ORDAINED that the Director of Emergency Preparedness or his designee is authorized to execute the Tower and Ground Space Lease and any other documents necessary to effectuate the intent thereof.

FISCAL NOTE


APPROVE NORTHVIEW TOWER AND GROUND
SPACE LEASE WITH US CELLULAR

This ordinance approves an agreement between the County and US Cellular Operating Company, LLC for the continued lease of the Northview tower and ground space for use as a cellular tower, effective November 1, 2017 for a period of five years. According to Emergency Preparedness management, based upon a recent review of lease agreements involving County cellular towers, and tower agreements in similar areas, the annual lease is reduced \$5,500 from the previous year, bringing the total US Cellular rent for this site to \$27,230 in 2017. The rent received from US Cellular shall be increased 4% annually during the duration of the lease agreement and any subsequent renewals.

The agreement also allows for the extension of the lease to allow for four automatic 5-year renewal periods (unless terminated by the County or US Cellular based on contract terms), possibly extending the contract through 2042.

Upon commencement of the agreement, the County will assume ownership of the tower and ground space, previously owned by US Cellular. According to Emergency Preparedness management, this will allow the County to lease space to additional cellular companies at the site, resulting in additional rental revenue.

This ordinance is estimated to have no direct tax levy impact.



Linda G. Witkowski
Budget Manager
3/6/2017

TOWER AND GROUND SPACE LEASE

This Tower and Ground Space Lease (the "Lease") is made by and between Waukesha County, a municipal corporation, whose address is, 515 W. Moreland Blvd., Waukesha, Wisconsin 53188, hereinafter referred to as "Landlord", and United States Cellular Operating Company LLC, a Delaware limited liability company, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant".

WHEREAS, Landlord owns a telecommunications tower (the "Tower") located on a parcel of land (the "Site"), at a Latitude of 43 02 03.60 and Longitude 88 14 45.11 (NAD 83), with an address of 1210 Northview Road in the City of, Waukesha, in Waukesha County, State of Wisconsin, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower and Ground Space (as hereinafter defined) at the Site for Tenant's cellular common carrier mobile radio base station operations, including related telecommunications functions.

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

1. Grant of Lease.

- a. Landlord hereby grants to Tenant the following described premises (the "Premises") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Site:
 - (i) Attachment locations upon the Tower at a height of One Hundred Ten feet (110') for the placement and affixing of nine (9) cellular antennas, at the heights and orientations shown on Exhibit B attached hereto;
 - (ii) A parcel of ground space adjacent to the base of the Tower, measuring approximately Twelve (12) feet by Twenty Four (24) feet as shown on Exhibit C attached hereto (the "Ground Space"), for the placement of a radio station equipment shelter ("Tenant's Building") upon a poured concrete foundation.
- b. Prior to the Commencement Date (as hereinafter defined) of this Lease, Tenant and its agents, and other representatives will have the right to enter upon the Site to inspect and examine the Site (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Site that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Site, the environmental history of the Site, Landlord's title to the Site, and the

feasibility or suitability of the Site for Tenant's permitted use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant's inspection, except to the extent caused or contributed to by Tenant's prior occupancy of the Site.

2. Easements. Landlord hereby confers upon Tenant the following described nonexclusive easement appurtenant to the Premises, which shall be irrevocable for the duration hereof:
 - a. The right to place and affix such lines, conduits, connections, devices, and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage between the Ground Space and the Tower Space (all such items, along with the items attached on Exhibit B hereto, are collectively referred to herein as the "Equipment"), as Tenant deems necessary or desirable for the conduct of Tenant's business, subject to Landlord's prior consent to any changes which Tenant may from time to time propose to make to said Equipment as provided in Section 11, which consent shall not unreasonably be withheld or delayed;
 - b. The right to extend and connect utility lines between Tenant's Building and suitable utility company service connection points;
 - c. The right to travel between the Premises and the public road over paved portions of the Site and other routes which Landlord is entitled to use; and
 - d. The rights to traverse other paved portions of the Site as is reasonably necessary to access, repair and maintain the Premises or otherwise to accomplish Tenant's purposes as contemplated herein.
3. Use of Premises. Tenant shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, back-up power devices, legally required signage and performance monitoring functions, but for no other use or purpose. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.
4. Initial Term. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date (as hereinafter defined below) and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to four (4) additional terms of five (5) years each (each, a "Renewal Term(s)"), upon a continuation of all the same provisions hereof, provided that Tenant is not in default of the Lease unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least one hundred eighty (180) days before the expiration of the Initial or any Renewal Term.
6. Option to Terminate. This Lease may be terminated for any reason by Tenant upon ninety (90) days prior written notice of the termination date ("Termination Date") to the Landlord and payment of a termination fee of the equivalent of one (1) years Rent by the Termination

Date. Any amount of unamortized Rent paid by the Tenant to the Landlord will be applied to the termination fee.

7. Rent. Commencing on November 1, 2017 (the "Commencement Date"), Tenant shall pay Rent to Landlord in the amount of Twenty-Seven Thousand Two Hundred Thirty and 00/100 Dollars (\$27,230.00), the first payment of which shall be due within thirty (30) days of the Commencement Date, and annual installments thereafter shall be paid on the annual anniversary of the Commencement Date, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. On every anniversary of the Commencement Date, throughout the duration of the Lease as renewed and extended, the Rent shall be increased by four percent (4%) over the previous year's Rent.
9. Tenant's Personal Property. Landlord acknowledges and agrees that all of Tenant's Equipment and other personal property of Tenant kept or stored on the Premises by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, and neither Landlord nor any person claiming by, through or under Landlord shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the Term of this Lease or its earlier termination. However, any removal during the Term of this Lease shall not relieve the Tenant's obligation to pay Rent. With respect to the holder of any mortgage, deed of trust or other lien affecting Landlord's interest in the Premises, whether existing as of the date hereof or arising hereafter, Landlord and Tenant hereby agree, acknowledge and declare that Tenant's Equipment is now and shall at all times hereafter remain the personal and exclusive property of Tenant. The parties further acknowledge and agree that Landlord shall have no right or authority to grant a lien upon or security interest in any of Tenant's Equipment.
10. Tower Maintenance.
 - a. Landlord represents that it has the right and responsibility to repair and maintain the Tower and surrounding property, including but not limited to, snow removal. If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligent act of Tenant or its agents, so as to render it substantially unusable for Tenant's intended use, the Rent shall abate until Landlord, at Landlord's expense, restores the Tower to its condition prior to such damage; provided, however, in the event Landlord fails to repair the Tower within seven (7) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving Landlord written notice thereof, as long as Tenant has not resumed operations upon the Premises.

- b. Notwithstanding the Landlord's obligation to repair and maintain the Tower and surrounding property, it shall be Tenant's sole obligation to repair any damage to the Site, Tower or Premises caused by it or its agent's acts.
 - c. If applicable, Landlord shall have the right to request Tenant's relocation once during any ten (10) year period for the purpose of completing general maintenance or painting to or on the Tower, so long as Landlord provides Tenant with six (6) months advance notice in writing to Tenant. This notice requirement shall not affect any situation where Landlord must request Tenant's relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or Landlord's other tenants. In the event of a relocation request under this Section, Tenant agrees to cover the costs of relocating its equipment. If such approval is to include going through any permitting process of the Landlord, Landlord shall waive any permit fees for Tenant for its reinstallation. Landlord shall provide space satisfactory to Tenant in the location shown in the Site Drawing attached hereto as Exhibit C in order for Tenant to operate temporary cellular facilities during the course of any maintenance that cannot be completed without Tenant's relocation. Landlord shall take all steps possible to ensure that Tenant is off the Tower for the minimum length of time possible.
11. Equipment Improvements and Tower Modifications. Notwithstanding any other provision of this Lease, Tenant may, at its expense, make such improvements within or upon the Premises that are consistent with Tenant's use authorized under Section 3 above. Improvements that result in additional equipment (beyond that identified in Exhibit B), changes to the space requirements identified in Exhibit C, or changes in configuration, placement or number of antennas or feedlines are subject to prior approval by the Landlord. Landlord's approval may be conditioned upon increased rent and/or tower modifications. Repairs to existing equipment or replacements with identical equipment will not be subject to Landlord's prior consent. Tenant's modifications will be performed at the sole cost and expense of Tenant shall be performed to ensure the Tower remains structurally sound and the Tower's then-existing reserve capacity is maintained.
 12. Aviation Hazard Marking. Landlord agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). Notwithstanding the foregoing, in the event that Tenant's Equipment causes the Site to be out of compliance with FCC or FAA regulations, Tenant shall take immediate action to remedy the violation and shall be wholly responsible for all costs associated therewith, including any monetary penalties assessed.
 13. FCC and FAA Tower Registration. Landlord warrants to Tenant that the Tower has been registered by the tower owner with the FCC and the FAA, if required by the FCC and the FAA. Additionally, Landlord warrants to Tenant that in the event the FCC or the FAA requires the Tower to be registered during the Term of this Lease or any extensions thereof, Landlord shall ensure that the tower owner shall take all necessary actions to register the Tower. Landlord shall provide Tenant with a copy of the FCC and FAA tower registration.

14. Utilities. Landlord shall ensure that utility services are accessible and available at the Site for Tenant's intended use. Tenant shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations.
15. Taxes. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Building and Tenant's Equipment. Landlord shall pay prior to delinquency any real estate taxes and assessments attributable to the land underlying the Site, and any personal property taxes levied against the Tower, and any other of Landlord's equipment or property, except to the extent that assessments are attributable to the actions or operations of the Tenant, in which instance Tenant shall be responsible for the prompt and timely paying of such amounts.
16. Access. Tenant shall have unrestricted access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Landlord may impose.
17. Compliance with Laws. Subject to Sections 12 & 13, Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
18. Indemnification.
 - a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from or relating to:
 - (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.
 - (iii) Any and all liability related to or associated with real or perceived health threats or risks associated with exposure to electromagnetic fields (EMFs) or radio frequencies (RFs), unless such EMFs or RFs are proven to be those emitted by equipment placed on the Tower by Landlord or another tenant. Landlord agrees to include this provision in any agreement with another tenant for the lease of space on the Tower.
 - b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or

- (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.
 - (iii) Notwithstanding the foregoing, nothing in this Lease, including but not limited to the indemnification terms, shall in any way constitute a waiver by Landlord of any immunity, liability limitation, limitation on the amount recoverable, or other protections if available to Landlord under Section 893.80 of the Wisconsin Statutes or any other applicable statute or law.
- c. All indemnification obligations under this Lease shall survive the expiration, earlier termination or assignment of this Lease.

19. Insurance.

- a. *Liability Insurance:* Tenant agrees that it will at all times during the term of this Lease keep in force and effect insurance policies as outlined below, issued by a company or companies licensed to do business in the state of Wisconsin., Tenant will annually furnish the Landlord with a Certificate of Insurance. The Certificate will reference this Lease and worker's compensation and property insurance waivers of subrogation required by this Lease. Tenant shall endeavor to give Landlord thirty (30) days prior notice of any cancellation or nonrenewal of insurance.
- b. *Worker's Compensation and Employers' Liability Insurance:* Statutory worker's compensation benefits and employers' liability insurance in the statutory required amounts.
- c. *Commercial General Liability Insurance:* Policy will be written to provide coverage for bodily injury, death or damage to personal property and limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence. Coverage shall not exclude claims or suits that arise from the effects of electromagnetic fields or radiation. Waukesha County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of insurance.
- d. *Automobile Liability Insurance:* Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
- e. *Umbrella Liability Insurance:* Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate. Waukesha County, its boards, commissions, agencies, officers, employees and

representatives shall be named as additional insured and so stated on the Certificate of insurance.

- f. *Worker's Compensation Waiver of Subrogation:* The Landlord will not be liable to Tenant or its employees for any injuries to Lessee's employees arising out of or in connection with the grant of this Lease including any and all work of any type which Tenant performs upon the Site subject to this Lease such as during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Site unless caused solely by the negligence or willful misconduct of the Landlord.
 - g. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall have the right to self-insure.
 - h. Tenant will waive any and all rights of recovery from the Landlord for worker's compensation claims made by its employees and will obtain such waiver from its worker's compensation insurer. Tenant agrees that the indemnification and hold harmless provisions within this Lease extend to any such claims brought by or on behalf of any employee of the Tenant.
20. Interference. As of the Lease Commencement Date, the Tenant is the only occupant of the Tower and shall be responsible for resolving, at its own expense, any technical interference problems that may exist at the Site as of the Lease Commencement Date. Thereafter, if the Landlord leases or licenses space to another party, the Landlord shall not use, nor shall Landlord permit its tenants to use, any portion of the Tower or the Site in any way which interferes with the Tenant's Equipment then in place on the Premises or Tenant's full enjoyment of its rights hereunder. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Landlord shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected. In the event any such interference does not cease promptly after Landlord's receipt of notice of said interference, Tenant shall have the right, in addition to any other right that it may have at law or in equity, to terminate this Lease. Notwithstanding the foregoing, if at any time during the term of this Lease, Tenant desires to place equipment upon the Premises other than or in addition to the Equipment identified herein or Exhibit B hereto, it shall be Tenant's sole obligation to resolve any interference with equipment then located upon the Site.
21. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the

defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. Any failure to cure the default shall entitle the non-defaulting party to terminate this Lease. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 20 hereof.

22. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
23. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns the fee simple interest in and to the Site; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.
24. Assignment of Tenant's Interest. Tenant shall have no right to sublet any portion of the Premises. Tenant will not assign or transfer this Lease without the prior written consent of the Landlord. Notwithstanding the above, Tenant may assign this Lease without the Landlord's prior written consent to any party controlling, controlled by or under common control with Tenant or to any party which acquires substantially all of the assets of Tenant. Any assignment shall require the assignee to take the Lease subject to all thereof, including all insurance and indemnification provisions.
25. Compliance with FCC Radio Frequency Emissions Requirements.
 - a. It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the communications equipment, Landlord's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. Landlord shall require other tenants installing equipment after the installation of the communications equipment to bear the same responsibility.
 - b. Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.
26. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

27. Inspections. Tenant represents that it has inspected the portions of the Site subject to this Lease that it intends to use and that it is safe and reasonably suited for the purposes set forth herein. Landlord reserves the right to enter upon and have access to Tenant's Building at any reasonable time upon reasonable advance written notice, and with Tenant present at the time of the inspection, for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease.
28. Safety. Tenant shall maintain the Premises and its improvements, including Tenant's Building, in safe and good order and shall conduct any and all work at the Site in a neat and workmanlike manner consistent with good safety and engineering practices and in compliance with all local, state and federal laws. Tenant shall not perform any acts or carry on any practices upon the Site which may endanger or injure the Site or surrounding area or any person or be a nuisance or menace to adjoining property owners and shall keep the Site free and clear of debris, rubbish, junk and garbage. In the event that Tenant's Equipment causes damage to property owned by the Landlord or any other entity with property on the Tower or at the Site, Tenant and/or Tenant's property insurer shall be financially liable for all repairs or replacement of damaged property.
29. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: United States Cellular Operating Company LLC
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

LANDLORD: Waukesha County
Radio Services
Attention: Chris Petterson
2120 Davidson Road
Waukesha, Wisconsin 53186
Phone: 262-548-7600

With copy to:

Waukesha County Corporation Counsel
515 W. Moreland Blvd., Room AC 330

30. Damage or Destruction. If any portion of the Site, Tower or Premises are materially damaged so as to be no longer useful for Tenant's purposes or destroyed due to any accident or casualty during the Term of this Lease, and if the Landlord chooses not to repair or rebuild, then this Lease and Tenant's liability for payment of Rent shall terminate as of the date of the damage or destruction. However, if the Landlord chooses to repair or rebuild following such loss, the Landlord shall notify Tenant in writing and then Tenant may choose, by written notice to the Landlord within sixty (60) days following receipt of notice of Landlord's election, between (a) keeping this Lease in full force and effect for its remaining term, except that the Rent shall abate while and to the extent that the Site is not useful for Tenant's purposes, unless the Tenant elects to operate a mobile cellular telecommunications facility at the Site or (b) terminating the Lease. If Tenant elects option (a) above, the Landlord shall diligently proceed, to completion, the repair and restoration of the damaged or destroyed portion of the Site or improvements and allocate comparable space at the Site for the Tenant to operate the mobile cellular telecommunications facility at no additional Rent. If Tenant elects option (b) above, then this Lease and Tenant's liability for payment of Rent shall terminate as of the date of the damage or destruction. Any unamortized Rent will be remitted by the Landlord back to the Tenant within thirty (30) days after the date of termination. In addition, the Tenant will not be required to pay the termination fee as described in Section 6 of this Lease.
31. Surrender. Upon termination of this Lease, Tenant shall surrender the Premises to Landlord, and remove its property from the Site and restore the Premises to its original condition, reasonable wear and tear excepted, within thirty (30) days. If the property of Tenant is not removed within thirty (30) days, the Landlord shall have the right to remove and store the property, at Tenant's expense. The Landlord shall not be liable for any damage to Tenant's property. Tenant shall be responsible for all costs incurred by Landlord associated with the removal and storage of Tenant's property. The Landlord will not release Tenant's property until the Landlord has received payment for all removal and/or storage costs incurred.
32. Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under this Lease after having received notice of such default and having the opportunity to cure in accordance with the provisions of this Lease or if Landlord does not make repairs in the event of an emergency that are needed protect the health, safety, and welfare of Tenant, provided that the damage to be remedied does not rise to the level that would otherwise allow the Landlord the choice not to rebuild or repair under Paragraph 30, Tenant shall have the right, but not the obligation, to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Within thirty (30) days of receipt of an invoice, Landlord shall pay Tenant its actual and reasonable costs and expenses incurred in performing such obligations.
33. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.

34. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
35. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant may reasonably request from time to time; provided that any such instruments are merely in furtherance of, and do not expand, Tenant's rights and privileges herein established. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, so long as such cooperation does not impose a material financial burden on Landlord.
36. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
37. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
38. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
39. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
40. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
41. Modifications. This Lease may not be modified, except in writing signed by both parties.
42. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Lease to cooperate fully in executing any and all documents (including amendments to this Lease) 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 Lease.
43. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.
44. Electronic Reproductions. The parties agree that a scanned or electronically reproduced copy of image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such

agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

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

LANDLORD: Waukesha County, a
municipal corporation

TENANT: United States Cellular Operating
Company LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date _____

Date: _____

STATE OF)
)
COUNTY OF)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Name, the Title, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that (he) (she) signed the said Lease as (his) (her) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

EXHIBIT A

Legal Description of Landlord's Property

PARENT PARCEL

Parcel I

All that part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 7 North, Range 19 East, in the City of Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Section 28; thence North 01 degree, 17 minutes, 44 seconds West, 767.33 feet along the East line of the Southeast 1/4 of said Section 28; thence North 88 degrees, 42 minutes, 16 seconds West, 38.26 feet to the point of beginning; thence South 06 degrees, 48 minutes, 28 seconds West, 22.00 feet; thence North 83 degrees, 11 minutes, 32 seconds West, 68.00 feet; thence North 06 degrees, 48 minutes, 28 seconds East, 22.00 feet; thence South 83 degrees, 11 minutes, 32 seconds East, 68.00 feet to the point of beginning.

Parcel II

A 20-foot wide ingress/egress easement being a part of the Southwest 1/4 of the Southwest 1/4 of Section 27 and the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, being 10 feet either side of and parallel to a line described as follows: Commencing at the Southwest corner of said Section 27; thence North 88 degrees, 23 minutes, 10 seconds East, 350.21 feet along the South line of the Southwest 1/4 of said Section 27 to the point of beginning; thence North 01 degree, 36 minutes, 50 seconds West, 277.41 feet; thence North 06 degrees, 10 minutes, 54 seconds West, 283.84 feet; thence North 54 degrees, 11 minutes, 25 seconds West, 202.72 feet; thence North 62 degrees, 39 minutes, 07 seconds West, 66.50 feet; thence North 83 degrees, 11 minutes, 32 seconds West, 206.68 feet; thence North 06 degrees, 48 minutes, 28 seconds East, 10.00 feet to a point in the South line of the afore described Parcel I and the point of termination.

Parcel III

An 8-foot wide utility easement being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, being 4 feet either side of and parallel to a line described as follows:

Commencing at the Southeast corner of said Section 28; thence North 01 degrees, 17 minutes, 44 seconds West, 767.33 feet along the East line of the Southeast 1/4 of said Section 28; thence North 88 degrees, 42 minutes, 16 seconds West, 38.26 feet; thence North 83 degrees, 11 minutes, 32 seconds West, 61.38 feet to the point of beginning; thence North 11 degrees, 33 minutes, 47 seconds West, 50.44 feet to the point of termination.

I. Interference Suppression Equipment (specify in detail & attach specifications for any isolators, circulators, filters, intermodulation suppression panels, duplexers, etc.)

II. Other RF Equipment (specify and include AC Surge and Lightning Arrestor Power, Telephone & Transmission line devices)

RRH/Diplexer/Raycap quantity: 15/12/3

Model # RRU-11/ DBC0056F1V51/ RUSDC- 6267-PF-48

III. Other Equipment (specify all other improvements, company property & personal property located at the site)

TENANT'S Equipment:

Building

Size: 12' x 24'

Type:

Location: shelter will stay in existing location

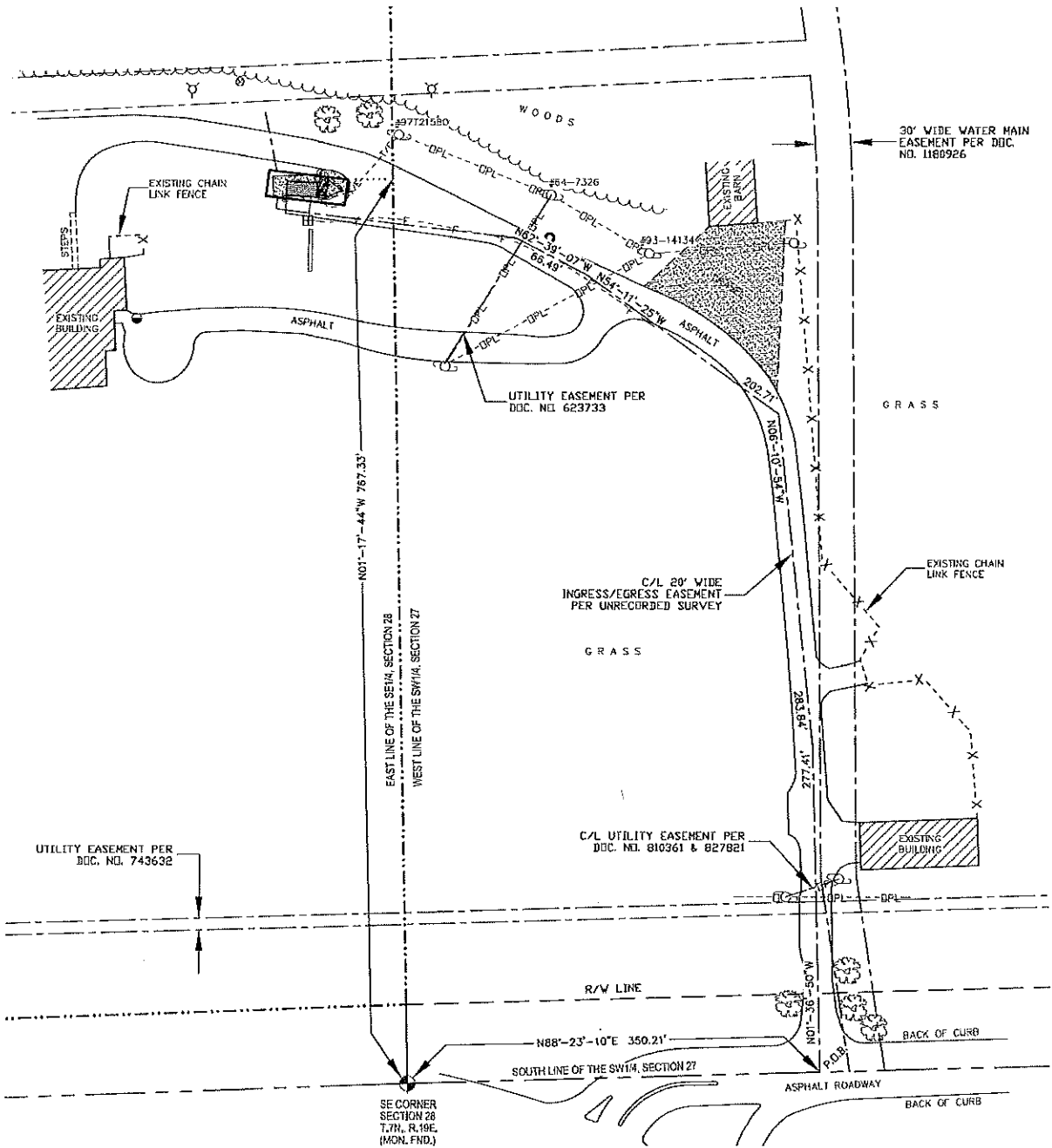
Transmitted Rated Power:

Amount of Land required for building or cabinet:

Is Emergency Power provided by LANDLORD: YES NO

EXHIBIT C

Tenant's Site Plan and Lease Area Legal Description

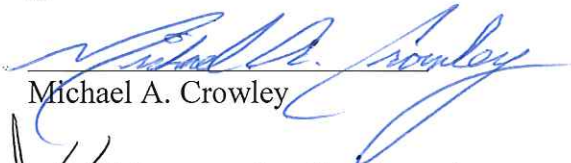


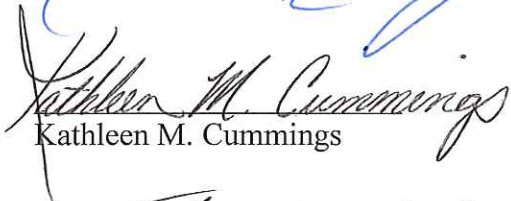
APPROVE NORTHVIEW TOWER AND GROUND
SPACE LEASE WITH US CELLULAR

Approved By:
Judiciary & Law Enforcement Committee


Peter M. Wolff, Chair

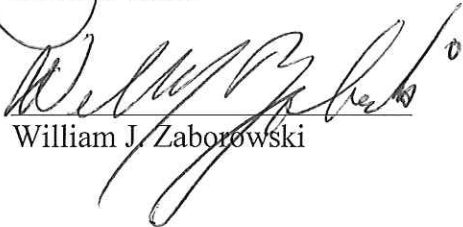

Jim Batzko


Michael A. Crowley

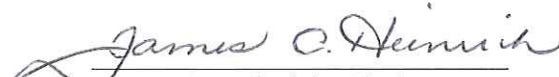

Kathleen M. Cummings


Timothy Dondlinger


Jennifer Grant

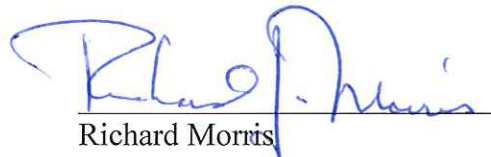

William J. Zaborowski

Approved By:
Finance Committee

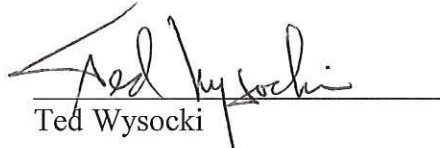

James A. Heinrich, Chair


Timothy Dondlinger


Thomas A. Michalski



Richard Morris


Duane E. Paulson


Ted Wysocki


Steve Whittow

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 3/28/17, 
Kathleen Novack, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X
Vetoed: _____

Date: 3/31/17, 
Paul Farrow, County Executive

D1 - Kolb	AYE	D14 - Wood	AYE
D2 - Zimmermann	Absent	D15 - Mitchell	AYE
D3 - Morris	(2) AYE	D16 - Crowley	AYE
D4 - Batzko	AYE	D17 - Paulson	AYE
D5 - Dondlinger	AYE	D18 - Nelson	AYE
D6 - Walz	AYE	D19 - Cummings	AYE
D7 - Grant	Absent	D20 - Schellinger	AYE
D8 - Michalski	Absent	D21 - Zaborowski	AYE
D9 - Heinrich	AYE	D22 - Wysocki	AYE
D10 - Swan	AYE	D23 - Hammitt	AYE
D11 - Howard	AYE	D24 - Whittow	AYE
D12 - Wolff	(M) AYE	D25 - Johnson	AYE
D13 - Decker	AYE		

171-0-088

Passed (22 Y - 0 N - 3 Absent)

Majority Vote

