

FROM :  
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11 Lake Shore Towers  
(Bieck Mgt)

FAX NO. : 262 790 0233  
JJPW

Apr. 22 2005 10:52AM P2/5  
01:27:51 p.m. 02-16-2005 13/78

## LICENSE AGREEMENT

This Agreement, made this 1<sup>st</sup> day of January, 2000 by and between Bieck Management, Inc., 5205 N. Ironwood Road, Glendale, WI 53217, Agent for Lake Shore Tower Apartments, hereinafter known as Licensor, and Milwaukee County, 235 W. Galena St., Suite 600, Milwaukee, WI 53212-3948, hereinafter known as Licensee.

Licensee wishes to install certain radio equipment on the property belonging to Licensee (premises) and Licensor agrees that the premises may be used for such purposes.

Now, therefore, the parties hereto agree as follows:

1. Licensee may install, operate, and maintain, at Licensee's expense and risk certain radio equipment and radio antenna at Lake Shore Tower apartments at 6260 S. Lake Drive, Cudahy, WI.  
  
Latitude: 42°55'51"  
Longitude: 87°50'53"
2. Licensee shall utilize an area approximately 6' x 6' in the storage area one floor above the 11<sup>th</sup> floor and one floor below the roof level, and Licensee will install an antenna on the Penthouse roof. A description of the equipment and antenna is attached hereto as Exhibit A.
3. Licensee shall have the right of ingress and egress to their equipment 24 hours per week for the purpose of making emergency repairs to their equipment.
4. Licensor agrees that it will not knowingly give unauthorized persons access to Licensee's equipment.
5. The term of this agreement shall commence on January 1, 2000 and end on December 31, 2004. Thereafter this lease shall continue on a year-to-year basis unless terminated by either party at least 60-days prior to the end of any year.
6. On or before January 1, 2000, and annually thereafter on or before the first of every January, the Licensee shall pay annual rent for the use of the premises described above. The annual rent for the first lease calendar year shall be nine thousand six hundred (\$9,600) dollars. The annual rent shall be automatically increased by three (3) percent each year effective January 1<sup>st</sup> of each year, including extension years.
7. Licensor covenants that it is the sole owner of the property, and has the right to grant this License. Licensor agrees that in any transfer of title to the premises, to make said transfer expressly subject to the transferee's acceptance of this license agreement.  
*representative* *11/22/99* *MB*
8. In the event this site becomes unfit or unnecessary for the conduct of Licensee's business, the Licensee may cancel this agreement upon providing one hundred eighty (180) days notice.
9. In the event that the Licensee emits signals, which interfere with the operation of other Licensee's communications on the property, the Licensee will take action to correct the interference. If said interference cannot be corrected, this license may be cancelled by the Licensor forthwith.

- 10. Licensee shall not be responsible for repairs required to the premises except for repairs required because of Licensee negligence. At the conclusion of the term, Licensee will remove all of its property and will surrender the site to Licensor in good order and condition except for any ordinary wear and tear. Any notice or demand to be given hereunder shall be mailed to Licensor at:

Bieck Management, Inc.  
 5205 N. Ironwood Rd.  
 Glendale, WI 53217

Or Licensee at:

Milwaukee County  
 235 W. Galena St., Suite 600  
 Milwaukee, WI 53212-3948

- 11. Licensor agrees to allow Licensee to use the existing power at the building location named above, and shall cause to be installed five additional duplex outlets on the east wall. Licensee shall reimburse Licensor for the actual cost of this installation, not to exceed three hundred (\$300) dollars.
- 12. Licensee shall indemnify Licensor against any and all liability for loss or damage to property of Licensor or injury to any agent or employee of Licensor, Licensee, or a third party which results from the negligence of Licensee or its agents or employees arising from the installation, operation, maintenance, or removal of Licensee's equipment.
- 13. Licensee shall, at its own cost, procure liability insurance acceptable to Licensor in the minimum sum of \$1,000,000 for bodily injury, including death, and \$250,000 for damage to property caused by Licensee's installation, operation, or removal of their equipment. Licensee may satisfy this condition by providing Licensor with satisfactory evidence of self-insurance.

This agreement contains the entire agreement between the parties and may not be modified except by instrument in writing signed by both parties.

Bieck Management, Inc.,  
 Agency for Lake Shore Tower Apartments

Milwaukee County

By: [Signature] 11/22/99

By: [Signature] 11/16/99

Reviewed [Signature]  
[Signature] 10-21-99

APPROVED FOR EXECUTION  
[Signature]  
 PRINCIPAL ASSISTANT  
 CORPORATION COUNSEL

File No. 99-564

11/3/99

NOV - 4 1999

Adopted  
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File No. 99-564  
(Journal, November 4, 1999)

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(ITEM 5) From the Manager, Information Management Services Division-Department of Administration, requesting authorization to enter into lease agreements with WJJA (Channel 49) and Bieck Management (Lakeshore Towers) for lease of tower, land and building use for the 800 MHz trunked radio system, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County (COUNTY) now owns and operates an 800 MHz trunked radio system infrastructure providing county-wide coverage; and

WHEREAS, a capital improvement project for improving radio coverage was included in the Adopted 1999 County Budget, resulting from a study by the Sheriff's Department and Motorola which identified non-existent ("dead") or weak ("dark") coverage areas in the northwest, northeast, southwest and southeast geographical regions of Milwaukee County; and

WHEREAS, the "dead" and "dark" areas need to be eliminated or significantly reduced for reasons of public health and safety, delivery of critical services and disaster coordination; and

WHEREAS, tower space, land or building space must be acquired or leased to begin construction and install antennas and equipment to eliminate or significantly reduce the "dead" or "dark" areas and improve radio coverage to approximately 98% of out-building and in-building coverage; and

WHEREAS, four locations have been identified as additional transmission sites and require the acquisition or lease of tower, land or building space; and

WHEREAS, discussions with the property managers of two of the four sites resulted in the submission of lease agreements for execution; namely, television station WJJA (Channel 49), 4311 East Oakwood Road, and Bieck Management on behalf of the Lakeshore Towers apartment building, 6260 South Lake Drive; and

WHEREAS, the Manager, Information Management Services Division-Department of Administration, has requested authorization to enter into lease agreements with WJJA (Channel 49) and Bieck Management (Lakeshore Towers) for lease of tower, land and building use for the 800 MHz trunked radio system; and

WHEREAS, on October 21, 1999 the Committee on Judiciary, Safety and General Services voted 6-0 to recommend that the said request be approved; now, therefore,

BE IT RESOLVED, that in recognition of the need to improve 800 MHz trunked radio system coverage throughout Milwaukee County, the Manager, Information Management Services Division, is authorized to enter into lease agreements with WJJA (Channel 49) and Bieck Management on behalf of Lakeshore Towers, for the time periods specified in each agreement.

APPROVED AS TO FORM



CORPORATION COUNSEL