

AT&T Site ID: 10011914, MIL-GIFI-57  
State: Wisconsin  
County: Milwaukee

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as "Sublease") by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company with offices at 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter referred to as "Sublessor") and Milwaukee County, a Wisconsin municipality with offices at 901 North 9th Street, Milwaukee, Wisconsin 53233 (hereinafter referred to as "Sublessee").

At its sole discretion, Sublessor may execute this Sublease following the acceptance of a Site Lease Application and Application Fee from Sublessee. Prior to or in conjunction with this Sublease, Sublessee shall submit the following to Sublessor:

- A. Site Lease Application (the "Application"); and
- B. Application Fee of \$2,500 (the "Fee").

After receipt of the Application and Fee from Sublessee, and after an initial review of the application for completeness and space and area availability, Sublessor shall provide to Sublessee a copy of the underlying lease for the Premises, a copy of any structural drawings and site plans (if available) and other relevant information (collectively, the "Sublessor Documents").

Upon receipt of the Sublessor Documents, Sublessee shall develop preliminary site plans (the "Preliminary Plans") showing the location of Sublessee's facilities and accessory equipment and showing the associated structural loading.

An application may not be approved, at the sole discretion of Sublessor, for any reason whatsoever including but not limited to structural limitations caused by the loading created by the addition of the Sublessee's antennas and associated cabling if Sublessee's additional loading prohibits Sublessor from placing a full array of 12 standard panel antennas and 24 coax plus 2 microwave dishes of 6' each (at a height acceptable to Sublessor) on the Tower as hereinafter defined.

Upon finding that Sublessee's Application and proposed facilities are acceptable, Sublessor will sublease the Subleased Premises, as defined below, subject to the terms and conditions of this Sublease as follows:

1. **Subleased Premises.** Subject to the following terms and conditions, Sublessor subleases to Sublessee certain space and area upon Sublessor's Tower, as hereinafter defined, as more particularly described in Exhibit 1 ("Plans and Specifications") and Exhibit 2 ("Subleased Premises"), attached hereto. Sublessee's use and maintenance of the Subleased Premises shall be limited only to that portion thereof described and depicted in Exhibits 1 and 2, provided, however, Sublessee shall have the right of pedestrian and vehicular ingress and egress, together with the installation of utilities serving the Subleased Premises and improvements thereon, over and across the real property more particularly described in Exhibit 3 (the "Property") attached hereto.

2. **Primary Lease Agreement.** The parties acknowledge and agree that Sublessor is leasing the property identified in **Exhibit 3** for the purpose of constructing, operating and maintaining a telecommunication tower, antenna facilities and other attendant facilities ("Tower") pursuant to an Antenna Site Location Agreement ("Primary Lease") by and between Sublessor and City of Greenfield, dated July 1, 1992 attached hereto as **Exhibit 4**. Sublessor's right and ability to sublease the Subleased Premises to Sublessee is expressly limited by and subject to the terms of the Primary Lease and each and every term and condition of this Sublease shall be governed by and subordinate to the terms and conditions of the Primary Lease, each of which is incorporated herein by reference. In the event of any conflict between the terms and conditions of this Sublease and the Primary Lease, the terms of the Primary Lease shall control and govern Sublessee's rights hereunder. In the event the Primary Lease is terminated for any reason, this Sublease shall terminate at the same time, and Sublessee shall have no cause of action or claim against Sublessor and Sublessee's rights hereunder shall terminate and be forever waived.

3. **Term.**

The initial term ("Initial Term") of this Sublease shall be for a period of five (5) years and shall commence 120 days after full execution of this Sublease, or upon commencement of construction at the Subleased Premises, whichever occurs first ("Commencement Date"), and shall expire at midnight on the fifth anniversary of the Commencement Date. Sublessee shall memorialize the Commencement Date of this Sublease in writing, sent via certified mail, to Sublessor at the addresses set forth in this Sublease.

This Sublease shall be automatically extended for four (4) additional five (5) year terms, each being a renewal term ("Renewal Term"), unless Sublessee provides written notice of its intention not to renew the Sublease no later than three (3) months prior to the expiration of the Initial Term or of the then current Renewal Term, as the case may be; provided, however, such automatic right of renewal is contingent upon Sublessee not being in default of the Sublease.

Sublessee agrees that if Sublessee remains in possession of the Subleased Premises after the expiration of the Initial Term or any Renewal Term of this Sublease, without exercising its right to renew, Sublessee shall be deemed to be occupying the Subleased Premises as a Sublessee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Sublease.

4. **Rent.** Sublessee shall pay to Sublessor as rent, an amount equal to One Thousand Fifty and 00/100 Dollars (\$1,050.00) per month, plus its pro-rata or equitable share of any applicable taxes (including but not limited to; any current or future sales tax, sublease tax, lease and/or leasehold tax, tenant tax, subtenant tax, tower tax, real estate tax, property tax, personal property tax, excise tax, etc.) ("Rent"). Rent shall be for Tower space. Rent shall be payable on the first day of each calendar month in advance at the following address: AT&T Mobility, Attn: Co-Location A/R, P. O. Box 97079, Redmond, WA 98073-9779. If the term commences other than on the first day of the month, the Rent shall be prorated for the first month for the number of days from the Commencement Date to the end of the month. If this Sublease is terminated on a day other than on the last day of a month, then Rent shall be prorated as of the date of termination and in the event of termination for any reason other than a default by Sublessee, all prepaid Rent shall be refunded to Sublessee.

The Rent due under this Sublease shall increase annually on the anniversary of the Commencement Date by four percent (4%) over the base Rent payable for the immediately preceding year.

5. **Permitted Use.** The Subleased Premises may be used by Sublessee to install, maintain and operate wireless antenna equipment on Sublessor's Tower; provided, however, Sublessee must coordinate the frequency of its wireless antenna equipment with Sublessor to the satisfaction of Sublessor as determined in its sole discretion ("Permitted Use"). Sublessee's antenna equipment (hereinafter referred to as "Communications Equipment"), is attached as Exhibit 1.

All Communications Equipment shall be anchored and installed on Sublessor's Tower in accordance with good and accepted engineering practices, and by Sublessee or a contractor approved by Sublessor. Sublessee must notify Sublessor of its intent to install the Communications Equipment prior to installation and, subject to the approvals of Sublessor as contemplated hereunder, Sublessee shall also notify Sublessor upon its completion of the installation of its Communications Equipment, and provide Sublessor with required "As Built" plans and related documents depicting the installation within sixty (60) days of completion of construction.

6. **Access.** Sublessor agrees that during the term of this Sublease, Sublessee shall have the right of reasonable ingress and egress on a 24 hour basis to the Subleased Premises (subject to the Primary Lease) for the purpose of installing, maintaining, repairing and removing its Communications Equipment. Sublessee acknowledges and agrees, however, that such access shall be permitted only to authorized engineers or employees of Sublessee or persons under the direct supervision of Sublessee for the limited purposes set forth herein. Sublessee shall use its best efforts to provide Sublessor with 24 hours advance written notice for Sublessee's routine access to its Communications Equipment and in the event of emergency, Sublessee shall give Sublessor notice as soon as reasonably possible.

7. **Interference.** Sublessee shall not use the Subleased Premises in any way that interferes with Sublessor's business operations or with its use of the Property or any equipment located thereon or by subtenants or sublicenses of Sublessor holding rights to the Property on the date of this Sublease. In the event of such interference, Sublessee will cause such interference to cease upon not more than twenty-four (24) hour notice from Sublessor. If Sublessee is unable to eliminate such interference within seventy-two (72) hours, Sublessee agrees to remove its Communications Equipment from the Property and this Agreement shall terminate. Sublessee hereby acknowledges that any interference with Sublessor's business operations shall cause Sublessor to suffer irreparable injury and entitle Sublessor, in addition to exercising any other rights or remedies available hereunder or under applicable law, to seek the immediate enjoinder of such interference.

8. **Improvements; Utilities; Removal.**

a. All work by Sublessee shall be performed in compliance with all applicable laws and ordinances. Sublessee is not authorized to contract for or on behalf of Sublessor for work on, or the furnishing of materials to, the Subleased Premises or any other part of the Property, and Sublessee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Sublessor, any mechanic's, laborer's or similar lien filed against the Subleased Premises or the Property for work or materials claimed to have been furnished at the instance of Sublessee. The Communications Equipment shall remain the exclusive property of Sublessee, and Sublessee shall have the right to remove all or any portion of the Communications Equipment at any time during the term of the Sublease and following any termination of this Sublease; provided Sublessee is not in default of this Sublease. Any property which is not removed by Sublessee within ninety (90) days after the expiration or earlier termination of this Sublease upon the expiration of said ninety (90) day period, shall at the option of Sublessor (i) be removed and

discarded or stored by Sublessor at Sublessee's expense, or (ii) become the property of Sublessor, and Sublessee shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto.

b. Sublessee, at its sole cost and expense, shall erect, maintain and operate on the Subleased Premises, separate utility services from the servicing utility company or companies. Sublessee shall individually and directly pay for the utility services it consumes in its operation.

9. **Termination.** Except as otherwise provided herein, this Sublease may be terminated as follows:

a. by Sublessee if Sublessor does not approve Sublessee's Application;

b. By Sublessor, if Sublessee fails to make any monetary payment due under this Sublease within ten (10) days after Sublessee's receipt of written notice of default from Sublessor;

c. by either party if the other party defaults (other than a default described in Section 9. b. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such 30-day period, this Sublease may not be terminated so long as the defaulting party commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

d. by Sublessee upon sixty (60) days prior notice if it is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the construction or operation of the Communications Equipment; or

e. by Sublessee upon sixty (60) days prior written notice if Sublessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, (ii) interference with use of the Subleased Premises resulting from the acts of any third party, an act of God or from other natural forces, or (iii) changes in system design or system usage patterns, Sublessee's use of the Communications Equipment (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Sublessee's communication system.

f. by Sublessor upon prior written notice to Sublessee if the Primary Lease is terminated by Sublessor or its landlord for any reason by either party or Sublessor does not elect, in its sole discretion, to renew any term of the Primary Lease.

10. **Casualty and Condemnation.**

a. If at any time during the term of this Sublease all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Sublessee's Permitted Use in a commercially reasonable manner) of the Communications Equipment upon the Subleased Premises shall be damaged and/or destroyed by fire or other casualty, then Sublessee may terminate this Sublease by providing written notice to Sublessor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Sublessee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid Rent, to be apportioned as of the termination date.

b. If at any time during the term of this Sublease all or "substantially all" (as described in the preceding section 10.a of the Subleased Premises or the buildings and improvements located thereon shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Sublessee may terminate this Sublease by providing written notice to Sublessor, which termination shall be effective as of the date of the vesting of title in such taking, and any prepaid Rent shall be apportioned as of said date and reimbursed to Sublessee. Sublessor and Sublessee shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Subleased Premises, this Sublease shall continue and each of Sublessor and Sublessee shall be entitled to pursue their own separate awards with respect to such taking.

11. **Taxes.** Sublessee shall pay its pro-rata or equitable share of any applicable taxes (including but not limited to; any current or future sales tax, sublease tax, lease and/or leasehold tax, tenant tax, subtenant tax, tower tax, real estate tax, property tax, personal property tax, excise tax, etc.) which is attributable to Sublessee's use of the Subleased Premises, and Sublessor agrees to furnish proof of such increase to Sublessee.

12. **Insurance and Subrogation.** Sublessee will provide:

a. Commercial General Liability Insurance, or an equivalent self-insurance program, in an aggregate amount of \$2,500,000 and name Sublessor as an additional insured on the policy or policies. Sublessee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Sublessee and providing Sublessor within ten (10) days of the Commencement Date with a certificate of insurance naming Sublessor as an additional insured or letter of self insurance.

b. Workmen's Compensation coverage in the statutory amount.

13. **Hold Harmless.** Sublessee agrees to indemnify and save Sublessor harmless from any and all liability, claims, lawsuits, and costs, including reasonable attorneys' fees, costs and expert witness' fees, arising from or in any way relating to Sublessee's use of the Subleased Premises under this Sublease. Sublessee agrees to use and occupy the Subleased Premises at Sublessee's own risk, and hereby releases Sublessor, its agents and employees, from any and all liability, claims, lawsuits or costs, or any other damages or injuries to the fullest extent permitted by law.

14. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Sublessor: (via USPS):

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
RE: Site #: 38552, Site Name MIL-GIFI-57 (WI)  
FA #: 10011914  
12555 Cingular Way, Suite 1300  
Alpharetta, Georgia 30004

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
RE: Site #: 38552, Site Name MIL-GIFI-57 (WI)  
FA #: 10011914

15 East Midland Avenue  
Paramus, NJ 07652

If to Sublessee:

Milwaukee County  
Attn: IMSD  
901 N. 9th street  
Milwaukee, WI 53233

15. **Environmental Laws.** As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Laws.

Each party represents, warrants and agrees that it will conduct its activities on the Subleased Premises or the Property in compliance with all applicable Environmental Laws. Sublessee agrees to defend, indemnify and hold Sublessor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Sublessor may suffer due to the introduction, use, existence or discovery of any Hazardous Substance on the Subleased Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, that is caused by or results from Sublessee's activities on the Subleased Premises or Property.

Sublessor agrees to defend, indemnify and hold Sublessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Sublessee may suffer due to the introduction, use, existence or discovery of any Hazardous Substance on the Subleased Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, that is caused by or results from Sublessor's activities on the Subleased Premises or Property.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this section will survive the expiration or termination of this Sublease.

16. **Assignment and Subleasing.** Sublessee may not assign or sublet this Sublease without the prior written consent of Sublessor which approval shall not be unreasonably withheld. Sublessor may assign this Sublease without notice to or consent from Sublessee, in its sole discretion.

17. **Relocation of Communications Equipment.** Sublessor reserves the right, upon ninety (90) days prior written notice, to relocate Sublessee's Communications Equipment either within the Subleased Premises or the Property, as Sublessor determines, and on the Tower. In the event relocation is required, Sublessee shall bear the expense of such relocation. If, however, Sublessee determines that the proposed relocation area upon the Tower is no longer consistent with the optimal operation of Sublessee's communication system, then Sublessee shall have the right to terminate this Sublease immediately. Upon termination of this Sublease, Sublessee shall have ninety (90) days to remove its Communications Equipment from the Tower and Subleased Premises, and return the Subleased Premises to its original condition, reasonable wear and tear from the elements excepted.

18. **Working Drawings:** Sublessee shall proceed with Sublessee's work in accordance with the following schedule:

a. Sublessee shall submit to Sublessor working drawings ("Working Drawings") prepared by Sublessee; and

b. Sublessor shall, within thirty (30) days of receipt, either approve such Working Drawings or designate by notice in writing to Sublessee the specific changes required to be made to the Working Drawings or request additional information, which Sublessee shall provide, and Sublessee shall resubmit the modified Working Drawings to Sublessor within thirty (30) days.

19. **Force Majeure.** Sublessor shall not be liable to Sublessee for any loss or damage to the Subleased Premises, Sublessee's use or its equipment due to fire, other casualty, act of God, the state of repair of the Subleased Premises, the bursting or leakage of any water, gas, sewer or steam pipes, or theft or any other act or neglect of any third party unless such loss or damage was caused by the sole negligent act or omission of Sublessor, its agents, servants, employees, contractors, licensees or invitees.

20. **Miscellaneous.**

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to this section and any other provision in this Sublease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

b. This Sublease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Sublease must be in writing and executed by both parties.

c. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

d. Each party agrees to not record this Sublease.

e. This Sublease shall be construed in accordance with the laws of the county and state in which the Subleased Premises is located.

f. If any term of this Sublease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Sublease, which shall continue in full force and effect.

g. Whenever under the Sublease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be

unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

h. Sublessor covenants that Sublessee shall, upon paying the Rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Subleased Premises during the term of this Sublease or as it may be extended subject to the Primary Lease.

i. Upon receipt of Sublessor's written request and within fifteen (15) days after said request, Sublessee shall execute, acknowledge and deliver to Sublessor, a certificate stating that: This Sublease is in full force and effect and has not been modified, supplemented or amended in any way, except as specified in such certificate; there are no existing defenses or offsets, except as specified in such certificate; Sublessee has not paid any Rent in advance, except as specified in such certificate; Sublessee is not in default in the payment of Rent or any of the other obligations required of Sublessee under this Sublease; and Sublessee has paid Rent, additional Rent, and any other payments due Sublessor as of the date set forth in the certificate.

j. Nothing herein contain shall be deemed or construed by the parties hereto, nor by any other party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. Neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that set forth hereto.

k. Sublessor will cooperate with and permit Sublessee, at Sublessee's sole cost and expense, to implement reasonable measures in order for Sublessee to fulfill its RF exposure obligations at the transmitting site, including restricting public access and posting signs and markings. If Sublessor does not fulfill its obligations pursuant this paragraph, in addition to all other remedies it may have, Sublessee may terminate this Sublease upon written notice to Sublessor without further obligation to pay rent under this Sublease.

l. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or a breach of any other provision of this Sublease.



IN WITNESS WHEREOF, the parties have entered into this Sublease as of the dates set forth below.

WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation  
Its: Manager

*Cornie Kulep*

Print Name: Cornie Kimbell

*Sharika Bee*

Print Name: Sharika Brown

By: *Neil Boyer*

Name: Neil Boyer

Title: Director-Network

Date: FEB 28 2011

MILWAUKEE COUNTY

By: *Laurie Panella*

Name: LAURIE PANELLA

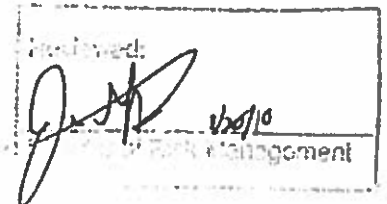
Title: INTERIM CIO

Date: 1/24/11

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

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

[Add notary or attestation as required by state law]

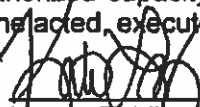


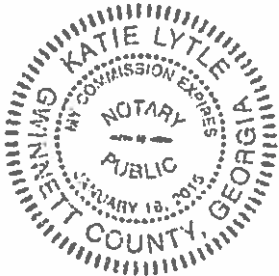
*Approved as to form & independent Contractor Status  
Trust Realty Corp. Counsel 1.19.11*

**SUBLESSOR ACKNOWLEDGEMENT**

STATE OF GEORGIA )  
COUNTY OF GWINNETT ) ss:

BE IT REMEMBERED, that on this 28 day of FEBRUARY, 2011 before me, the subscriber, a person authorized to take oaths in the State of Georgia, personally appeared Neil Boyer, Director-Network of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is the person named in the within instrument; and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entities upon behalf of which he acted, executed the instrument.

  
Notary Public: KATIE LYTLE  
My Commission Expires: 1-6-15



**SUBLESEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, a person authorized to take oaths in the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is the person named in the within instrument; and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entities upon behalf of which he acted, executed the instrument.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1  
PLANS AND SPECIFICATIONS**

(including description of the antenna location, and location of ground  
equipment on the ground portion of the Subleased Premises)

Number of Antennas:	<u>Six (6)</u>
Antenna Manufacturer and Type-Number:	<u>Sinclair SC412-HF2LDF Omni Antennas</u>
Weight and Dimension of Antenna(s) (L x W x D):	<u>79 lbs, 251.5" x 5" x 5"</u>
MW Dish diameter and approved RAD Center:	<u>Not Applicable</u>
Number of Transmission Lines:	<u>Six (6)</u>
Diameter and Length of Transmission Line:	<u>1-1/4"; +/-240'</u>
Location of Antenna(s) on Tower (Approved RAD Center):	<u>Two Hundred Twenty Feet (220') AGL</u>
Direction of Radiation (Azimuth):	<u>0° 120° 240° 360°</u>
Dimensions of SUBLESSEE Ground Space:	<u>Not Applicable – to be obtained from third party</u>
Frequencies/Max. Power Output:	<u>Tx/Rx: 853.0625 – 868.6375 MHz</u> <u>Max ERP: 350 watts</u>
Other Equipment to be placed on Tower:	<u>One (1) Motorola TTA 424-83A-04 Amplifier</u> <u>17.5 lbs, 18" x 6" x 6"</u>
Dimensions of Additional Ground Equipment:	<u>Not Applicable</u>

**EXHIBIT 2  
(Subleased Premises)**

**See Attached Site Plans:**



**EXHIBIT 3  
(the Property)**

**Common Address:** a portion of the property located at 5300 West Layton Avenue, City Of Greenfield, Milwaukee County, Wisconsin

**Legal Description:**

Part of the Southwest 1/4 of Section 23, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin described as follows:  
Commencing at the Southeast corner of said 1/4 Section; thence South 88°-30'-37" West along the South line of said 1/4 Section 812.30 feet; thence North 00°-05'-58" East 515.82 feet to the point of beginning of the land to be described; thence North 89°-54'-02" West 50.00 feet to Point "A"; thence North 00°-05'-58" East 80.00 feet; thence South 89°-54'-02" East 50.00 feet; thence South 00°-05'-58" West 80.00 feet to the point of beginning.

**See attached Survey, if available**

**EXHIBIT 4**  
**(Copy of the Primary Lease)**

ANTENNA SITE LOCATION AGREEMENT

THIS ANTENNA SITE LOCATION AGREEMENT ("Agreement") is made as of the date determined pursuant to Section 26 below, by and between CITY OF GREENFIELD, a Wisconsin municipal corporation (the "City") and MILWAUKEE SMSA LIMITED PARTNERSHIP, a Delaware limited partnership ("SMSA").

R E C I T A L S

The City owns certain real property located in the City of Greenfield, Milwaukee County, Wisconsin, Tax Key No. [REDACTED] (the "Property"), including a building with the street address of 5300 West Layton Avenue, Greenfield, Wisconsin 53220 (the "Building").

SMSA wishes to lease (i) a parcel of land within the Property (the "Site"), the Access Easement and the Utility Easement having the legal descriptions attached hereto as Exhibit A, and as depicted on the Plat of Survey No. 92-2710 dated April 27, 1992 prepared by J. C. Zimmerman Engineering Corp. of Greendale, Wisconsin, and as further depicted in the site plan attached hereto as Exhibit B and incorporated herein (the "Site Plan") and (ii) certain space within the basement of the Building (depicted on the Site Plan and referred to herein as the "Building Space"). The Building Space, Site, Access Easement, and Utility Easement are sometimes collectively referred to herein as the "Leased Premises".

SMSA further wishes to construct a 250' lattice tower (the "Tower") on the Site and place transmission lines and antennae on the Tower and other related equipment on the Leased Premises to provide telecommunications service to SMSA's customers. All of SMSA's equipment including, without limitation, the Tower, antennae, transmission lines, transmission and reception equipment, HVAC equipment, generators, wiring, conduit, security fences, and such other personal property as SMSA may from time to time bring upon the Leased Premises for use in the operation of its business shall sometimes hereinafter be referred to collectively as the "SMSA Equipment".

The City is willing to lease the Site, the Access Easement, the Utility Easement and the Building Space and allow SMSA to use such portions of the Property for the operation of its telecommunication business, upon the terms and conditions set forth herein.



## C O V E N A N T S

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Grant of Rights. During the term of this Agreement and any extensions thereof, the City hereby leases to SMSA the Leased Premises and grants to SMSA the following exclusive rights:

- (a) to enter upon the Leased Premises for the purposes set forth herein and, in furtherance of such purposes, to remove any existing pavement or concrete on the Leased Premises as necessary to install the SMSA Equipment. Removal of any other improvement on the Leased Premises, including trees and other vegetation, shall only be performed with the City's approval, which approval shall not be unreasonably withheld or delayed;
- (b) to construct, alter, modify and improve the Tower;
- (c) to place, construct, alter, modify and improve all of the other SMSA Equipment on the Leased Premises;
- (d) to install transmission lines on the Tower, between the Building Space and the antennae located on the Tower;
- (e) to use the SMSA Equipment for the operation of SMSA's telecommunications business and related uses;
- (f) to maintain, repair and replace the SMSA Equipment as necessary in the normal course of operation of SMSA's business on the Leased Premises;
- (g) to have access to the Leased Premises twenty-four (24) hours a day;
- (h) to remove the SMSA Equipment upon the expiration or earlier termination of SMSA's rights under this Agreement; and
- (i) to install such utility service lines as may be required in SMSA's reasonable judgment for the installation and operation of the SMSA Equipment.

2. Term. This Agreement shall be effective for an initial term of five (5) years, commencing on the date this Agreement is dated by the parties in accordance with Section 26 below.

3. Option to Extend. SMSA shall have the option to extend the term of this Agreement for up to four (4) additional periods of five (5) years each. This Agreement shall automatically be renewed for each successive renewal period unless: (i) SMSA shall notify the City of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the then-current term; or (ii) this Agreement is first terminated by either party in accordance with the terms set forth herein.

4. Year to Year Extension. At the expiration of the term of this Agreement, as it may have been extended by SMSA from time to time as provided above, this Agreement shall be deemed to have been extended by the parties on a year-to-year basis, unless either party notifies the other party in writing at least six (6) months before the expiration of the fourth extension term, that such party chooses to terminate this Agreement rather than have it extended on a year-to-year basis.

5. Rent. SMSA shall pay to the City, for each year during the term of this Agreement, as it may have been extended by SMSA from time-to-time as provided above, an annual rent of (the "Base Annual Rent") in advance on or before the first day of each such year, at the address set forth in this Agreement for giving notices.

6. Ownership of SMSA Equipment. The SMSA Equipment shall at all times be the property of SMSA and, except as otherwise provided herein, SMSA shall have the right to remove the same within a reasonable time after expiration or early termination of this Agreement (but not to exceed six (6) months), provided, however, that SMSA shall not be required to remove any driveways, sidewalks, foundation, underground piping or wiring or any other fixtures or improvements at or below ground level.

7. City's Antennae. In return for the use of the City's land and this Lease Agreement, SMSA hereby grants the City the privilege of installing up to six (6) antennae on the Tower, without the payment of rent. Such antennae, as well as the attendant cables and transmission lines (the "City's Equipment") shall be supplied by the City and installed by SMSA or contractors approved by SMSA, at SMSA's sole cost and expense. SMSA shall have no responsibility or obligation with respect to connection of the City's Equipment to the City's broadcasting or receiving equipment. The City's Equipment shall be used only by the City, and for the sole purpose of providing radio transmission and reception services for the City's communication network. The placement of the City's antennae and the City's cabling and transmission lines shall lie within SMSA's discretion, taking into consideration certain engineering concerns including, without limitation, wind loading, spacing intervals and transmission frequencies. SMSA shall, at all times, have priority in the placement and location of the SMSA Equipment on the Tower.

The City's Equipment may be replaced or added to only with SMSA's prior express written consent, which consent shall not be unreasonably withheld, taking into consideration the above-referenced engineering concerns and SMSA's reasonably anticipated future uses of the Tower. Such replacement or additional equipment shall be installed by contractors approved by SMSA, at the City's sole cost and expense. The City acknowledges that the Tower will not initially have excess capacity for additional equipment. SMSA's consent to the City's installation of any additional equipment may be conditioned upon the City, at the City's sole cost and expense, performing all necessary re-engineering or reinforcing work on the Tower to safely permit such installation.

8. Repairs and Maintenance. Except for damage caused by the negligent or tortious acts or omissions of the City, SMSA shall, at its sole cost and expense, perform all repairs and maintenance necessary to keep the SMSA Equipment in good and sufficient operating condition, and in full compliance with federal, state or local laws and regulations with regard to Tower lighting, at all times during the term of this Agreement and any extensions thereof. SMSA and its authorized representatives shall have twenty (24) hour access at all times to the Leased Premises for the purpose of performing SMSA's repair and maintenance obligations under this Section.

The City shall, at the City's sole cost and expense, cause to be performed all repairs and maintenance necessary to keep the City's Equipment in good and sufficient operating condition at all times during the term of this Agreement and any extensions thereof. Such maintenance and repairs shall be performed by contractors approved by SMSA. The City shall not have access to the Tower or Building Space for such purposes without SMSA's prior express consent, which consent shall not be unreasonably withheld or delayed. Such requests for consent shall be made at least twenty-four (24) hours prior to the City's intended entry, and unless otherwise designated in writing by SMSA, shall be directed to:

Ameritech Mobile Communications, Inc.  
Engineering Department  
1515 Woodfield Road  
Schaumburg, Illinois 60173  
Attn: Richard Jones  
Phone: (708) 706-7693  
Telecopy: (708) 706-7420

In the event the City determines that under the existing circumstances, public safety is in jeopardy and that immediate access to the Tower or Building Space is necessary to prevent public harm, and a good faith effort has been made to request SMSA's consent to such access, but has failed, then the City may enter upon such areas of the Leased Premises, provided that notice of such entry is provided to SMSA as soon as practicable.

9. Installation of SMSA Equipment. SMSA agrees to erect, at SMSA's sole cost and expense, all of the fences shown on the Site Plan, including:

(a) a fence around the Tower.

(b) a fence dividing the existing equipment room in the basement of the Building (the "Equipment Room") into two (2) equally-sized areas. Each of the two areas shall be approximately four hundred (400) square feet in size. One of the two areas shall be designated as the Building Space in accordance with the Site Plan. The remaining area shall be used by the City to house the City's transmission and reception equipment. Each half of the Equipment Room, as divided, shall have a separate entry, to be provided by SMSA at SMSA's sole cost and expense.

SMSA shall provide, at SMSA's sole cost and expense, an HVAC unit with sufficient capacity to adequately cool the entire Equipment Room. SMSA shall be responsible for the monthly electrical cost for cooling the Equipment Room.

SMSA shall be permitted to install the SMSA Equipment on the Leased Premises in accordance with the Site Plan and to add to or replace any or all of the SMSA Equipment at any time and in SMSA's sole discretion with new or different items having the same or different specifications. All such installations, additions, and replacements shall be done in a neat, workmanlike manner consistent with good engineering practices. All costs associated with the installation of the SMSA Equipment, and all replacements thereof and additions thereto, including, without limitation, the cost of extending utility service to SMSA's Equipment, shall be paid by SMSA.

10. Taxes. The City and SMSA agree that the Leased Premises are tax-exempt at the time of commencement of this Agreement. SMSA shall provide to the City such information as may be required to take continued advantage of any tax exemption available with respect to the Leased Premises pursuant to Wis. Stat. § 76.38 (1988-90), as the same may be re-numbered or amended from time to time. In the event the tax-exempt status of the Leased Premises changes during the term of this Agreement, the parties agree that the net general taxes shall be fairly and equitably prorated between the City and SMSA.

11. Insurance.

(a) Liability. SMSA shall maintain, at its sole cost and expense, public liability insurance with an initial coverage limit of at least One Million Dollars (\$1,000,000) against any claims for personal injury or property damage relating to or arising from SMSA's use or occupancy of the Leased Premises, for a claim by a single person or for the aggregate of claims by any number of people arising out of a single occurrence. The City shall maintain, at its sole cost and expense, public liability

insurance with an initial coverage limit of at least One Million Dollars (\$1,000,000) against any claims for personal injury or property damage relating to or rising from the City's use or occupancy of the Leased Premises, for a claim by a single person or for the aggregate of claims by any number of people arising out of a single occurrence.

(b) Casualty. SMSA shall maintain, at its sole cost and expense, all perils insurance with extended and replacement cost endorsements insuring its own personal property for its full insurable value. The City shall maintain, at its sole cost and expense, all perils insurance with extended and replacement cost endorsements insuring its personal property upon the Leased Premises and the Building for their full insurable value.

The insurance coverage limits stated herein may be revised upon mutual agreement of the parties from time to time during the term of this Agreement to protect both parties.

(c) Worker's Compensation. SMSA and the City shall each maintain worker's compensation insurance to the extent required by law.

Each party shall name the other party as an additional insured on all insurance policies described in this Section. Certificates of insurance showing that such coverage is in effect shall be provided to the additional insured party upon request.

12. Early Termination. Notwithstanding any provision to the contrary in this Agreement, SMSA shall have the privilege of terminating this Agreement at any time upon thirty (30) days' prior written notice to the City. If SMSA exercises this privilege during the term of this Agreement or any extension thereof, then SMSA shall remove the SMSA Equipment from the Leased Premises as provided in Section 6, with the exception of the Tower, which shall become the property of the City. If, at the time of such early termination, the City is no longer using the Tower for public purposes, SMSA may, at its option, and at its sole cost and expense remove the Tower from the Leased Premises as provided in Section 6.

13. Condemnation. If, during the term of this Agreement and any extension thereof, any rights in the Property, the SMSA Equipment, or the Leased Premises are (a) taken under the power of eminent domain or (b) granted or surrendered in lieu of condemnation (collectively, a "Taking") and if such a Taking materially interferes with the conduct of SMSA's business at the Leased Premises, then SMSA may choose to terminate this Agreement as of the date of the Taking, by delivering written notice of termination to the City by no later than thirty (30) days following the date of such Taking. In addition, SMSA shall have any and all rights available under the applicable eminent domain laws then in effect.

14. Utilities. All utilities consumed by the City and SMSA shall be separately metered. SMSA shall pay for all utility services it consumes in the Leased Premises, including all fees charged by any utility service provider for any connections required for the installation of the SMSA Equipment in the Leased Premises. The City shall pay for all utility services it consumes on the Property and also for all utility charges related to lighting of the Tower.

15. Laws and Permits. SMSA and the City shall comply with all laws, statutes, ordinances, and regulations governing the conduct of their respective businesses on the Leased Premises during the term of this Agreement. The City shall cooperate with SMSA, at SMSA's sole expense, in all efforts by SMSA to secure, maintain, or renew any or all licenses or permits needed for the installation and use of the SMSA Equipment and the operation of SMSA's business at the Leased Premises.

16. Interference. The parties recognize the potential for broadcast interference inherent in multiple use of the Tower for various broadcasting tenants. In order to prevent the occurrence of such interference during the term of this Agreement, the parties agree to the following:

(a) The City shall notify SMSA, in advance, about any proposed use of space on the Tower in order to give SMSA an opportunity to raise engineering or interference concerns about the effect that the proposed use might have on SMSA's business being conducted at the Leased Premises.

(b) All users of the Tower shall take all necessary steps to relieve and correct any interference with the broadcasting activities of the other users. As used herein and throughout the Agreement, "interference" with a broadcasting activity shall mean, (1) interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association ("EIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (2) a material impairment of the quality of either sound or picture signals on a broadcasting activity in any material portion of the protected service area (as such area is or may be defined by the FCC during the period of operation of such activity), as compared with that which would be obtained if no other broadcaster were broadcasting from the Tower or had any equipment at the Tower.

(c) If interference results from either party's failure to comply with the recommended practices of EIA or the rules and regulations of the FCC, then such interfering party shall immediately remove such interference.

(d) If interference to the SMSA Equipment is caused by the City, then SMSA shall notify the City, by telephone or by other means, of the interference and the City shall, within twenty-four (24) hours of such notice from SMSA, eliminate the interference at the City's cost.

17. Default. If SMSA fails to perform any of its obligations under this Agreement (except those obligations set forth in Section 16 above), and if such a default continues for more than thirty (30) days after the City notifies SMSA of the existence and nature of the default, then the City may terminate the rights of SMSA under this Agreement. In the event of such termination, SMSA shall have the right to remove all of the SMSA Equipment from the Leased Premises as provided in Section 6. If the City fails to perform any of its obligations under this Agreement (except those obligations set forth in Section 16 above), and if such a default continues for more than thirty (30) days after SMSA notifies the City of the existence and nature of the default, then SMSA shall be entitled to any remedy that may be available to it at law or in equity.

Notwithstanding the above, if a breach of its obligations by either party cannot be cured with reasonable efforts within said thirty (30) day period (with the exception of those obligations set forth in Section 16 above), the breaching party shall not be in default under this Agreement if such party commences cure efforts within said thirty (30) day period and diligently pursues such cure efforts to completion.

With respect to either party's failure to perform the obligations under Section 16, the remedies and notice provisions set forth in that Section shall control.

18. Indemnification. To the extent that any and all claims, losses, or liability for personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Premises or the Tower by either party would not be covered by the insurance referred to in Section 11 above, the City and SMSA hereby indemnify and agree to hold each other harmless from any claims, losses, or liability resulting from or arising out of the use and occupancy of the Property by the other party or its agents, invitees or employees.

19. Waiver of Subrogation Rights. To the extent permitted by their respective policies of insurance, neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

20. Broker's Commissions. Each party shall pay the fees or commissions of any broker, consultant, or agent with whom it contracted to pay a fee or commission in relation to this transaction and each party hereby indemnifies and holds the other party harmless from liability arising from any claim by a broker who alleges assisting the Indemnitor in lease negotiations.

21. Assignment. SMSA shall not assign this Agreement or any of its rights hereunder, or sublease the Leased Premises or any part thereof to any party other than an affiliate of SMSA (i.e., a party controlling, controlled by, or under common control with SMSA) without the prior written consent of the City, which will not be unreasonably withheld or delayed. An assignment in compliance with the above conditions and notice to the City shall relieve SMSA of any of its liabilities or obligations hereunder. The City shall have the right to require any assignee to assume all terms and provisions hereof in writing.

The City shall be permitted to assign this Agreement or any of its rights hereunder to any other governmental body, provided a written assignment is executed by SMSA, the City and the Assignee, which assignment shall obligate the Assignee to fully comply with all of the terms and conditions of this Agreement which would otherwise apply to the City. The City shall not otherwise assign this Agreement or any of its rights hereunder, or grant any rights to occupy the Leased Premises to any other party, without the prior written consent of SMSA, which consent shall be within SMSA's sole discretion. The City shall not grant any rights to occupy space on the Tower to any third party.

22. Notices. Unless specifically stated otherwise, any notice, request, demand, or other communication between the parties required or permitted under this Agreement shall be in writing and shall be sent certified mail, postage prepaid, to the following addresses, or such other addresses as the parties may designate in writing from time to time, and shall be effective on the third business day after deposit in the U.S. mail:

SMSA:

Milwaukee SMSA Limited Partnership  
c/o Ameritech Mobile Communications, Inc.  
2000 W. Ameritech Center Drive  
Hoffman Estates IL 60195-5000  
Attn: Vice President-General Counsel  
and Real Estate Manager



with a copy to:

James H. Baxter III, Esq.  
Quarles & Brady  
411 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-4497  
(414) 277-5000

City:

City of Greenfield  
5300 West Layton Avenue  
Greenfield, Wisconsin 53220  
Attn: Lt. William A. Tiegs

23. Memorandum of Agreement. Upon execution of this Agreement by both parties, the City agrees to execute and deliver to SMSA a short-form memorandum of agreement memorializing this Agreement, which shall be recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin at the sole cost of SMSA.

24. Quiet Enjoyment. So long as SMSA shall pay the rentals and all other sums herein provided and shall keep and perform all of the terms, covenants and conditions on its part herein contained, the City covenants that SMSA shall have the right to the peaceful and quiet occupancy of the Leased Premises without disturbance or interference from any entity or person.

25. Miscellaneous.

(a) Failure or delay by either party to exercise any right or remedy at the earliest opportunity shall not be deemed to be a waiver of such right or remedy.

(b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior offers, negotiations, and agreements.

(c) This Agreement shall be governed by the laws of the State of Wisconsin.

(d) No amendment to this Agreement shall be valid unless it is executed on behalf of the duly authorized representatives of both parties.

(e) This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

26. Date of Agreement; When Binding. This Agreement shall be deemed dated the later of the two dates set forth opposite each party's signature. Presentation of this Agreement by SMSA to the City shall not constitute an offer to lease unless such Agreement has been signed by SMSA, and this Agreement shall not be binding until executed by both the City and SMSA.

27. Environmental Matters. Neither the City nor, to the best knowledge of the City, any other person has ever caused or permitted any Hazardous Material (as defined below) to be placed, held, located or disposed of on, under or at the Property or any part thereof nor any other property legally or beneficially owned by the City, and neither the Property, or any part thereof nor any other property legally or beneficially owned by the City, has ever been used (whether by the City, or to the best knowledge of the City, by any other person or entity) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material.

For purposes of this Agreement, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

SMSA agrees to indemnify the City and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (including court costs and reasonable attorneys' fees), of any and every kind whatsoever paid, incurred or suffered by or asserted against the City as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, omission, discharging or release from the Property of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Law) caused by the acts or negligence of SMSA.

In all other cases, the City indemnifies SMSA and agrees to hold SMSA harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against SMSA for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material, collectively, "Environmental Laws"). The provisions of and undertakings and

indemnification set out in this Section shall survive the termination of this Agreement.

28. City's Representations. In order to induce SMSA to enter into this Agreement, the City covenants, represents and warrants, as of the date of this Agreement and throughout its term, as follows:

(a) The City owns good and marketable title to the Property subject to no mortgages, liens, encumbrances, easements, covenants, restrictions, judgments, or other title exceptions except for the exceptions described in Chicago Title Insurance Company Commitment No. 1020567 dated February 28, 1992.

(b) The City has full authority to execute, deliver, and perform this Agreement;

(c) The Leased Premises have access to a public road and to all necessary utilities;

(d) The City has not received any notice of violation of any law, county or municipal ordinance, or other governmental requirement affecting the Property, and the City has no reason to believe that any authority contemplates issuing such notice or that any violation exists;

(e) There is no litigation or other proceeding pending or threatened affecting title to or the permitted uses of the Property or Site;

(f) The City has not filed or is contemplating filing (nor has there been filed or threatened to be filed against the City) any action under any state or federal bankruptcy, insolvency or other similar laws.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MILWAUKEE SMSA LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: Ameritech Mobile Communications  
of Wisconsin, Inc., a Wisconsin  
corporation, its sole general  
partner

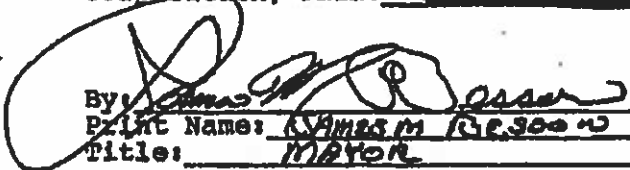
Dated: JULY 1, 1992

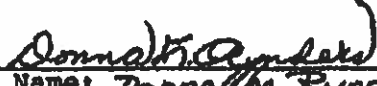
By:   
Dennis G. Myers  
Vice President

Attest:   
Robert N. Reiland  
Assistant Secretary

CITY OF GREENFIELD, a Wisconsin municipal  
corporation, FEIN:                     

Dated: 6/16/92

By:   
Print Name: JAMES M. REARDON  
Title: MAYOR

By:   
Print Name: Donald M. Rynders  
Title: City Clerk

Approved:   
City Attorney

STATE OF ILLINOIS )  
 ) ss.  
Cook COUNTY)

Personally came before me this 1st day of JULY, 1992, the above-named DENNIS G. MYERS and ROBERT N. REILAND, as the Vice President and Assistant Secretary, respectively, of AMERITECH MOBILE COMMUNICATIONS OF WISCONSIN, INC., the sole general partner of MILWAUKEE SMSA LIMITED PARTNERSHIP, and acknowledged that they executed the foregoing instrument on behalf of said limited partnership and by its authority, for the purposes set forth therein.

Patricia E. Driscoll  
Print Name: PATRICIA E. DRISCOLL  
Notary Public, Cook County  
State of Illinois,  
My commission 5/9/95



STATE OF WISCONSIN )  
 ) ss.  
MILWAUKEE COUNTY)

Personally came before me this 16 day of JUNE, 1992, the above-named JAMES M. BASSO and DONNA M. QUAPP as the MAYOR and the CITY CLERK, respectively, of CITY OF GREENFIELD, and acknowledged that they executed the foregoing instrument on behalf of said municipal corporation and by its authority, for the purposes set forth therein.

Donna M. Quapp  
Print Name: DONNA M. QUAPP  
Notary Public, Milwaukee County  
State of Wisconsin  
My commission 8-23-92

This instrument was drafted by:

Richard D. Schepp, Esq.  
QUARLES & BRADY  
411 East Wisconsin Avenue  
Milwaukee WI 53202-4497

#epM\ASAGIFR

**EXHIBIT A**  
**TO**  
**ANTENNA SITE LOCATION AGREEMENT**

**Legal Descriptions of the Site, Access Easement**  
**and Utility Easement**

**LEGAL DESCRIPTION - ACCESS EASEMENT**

An access easement 12.00 feet in width being a part of the Southwest 1/4 of Section 23, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, the West line of said easement being described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88°-30'-37" West along the South line of said 1/4 Section 612.30 feet; thence North 00°-05'-58" West 60.02 feet to the North line of West Layton Avenue and the point of beginning of the West line to be described; thence continuing North 00°-05'-58" West 302.02 feet to the North line of the Municipal Building parking lot and the point of termination of said West line; the East line of said easement to be shortened or extended to meet at the North line of West Layton Avenue and the North line of the aforementioned parking lot.

**LEGAL DESCRIPTION - LEASE SITE & UTILITY EASEMENT**

Part of the Southwest 1/4 of Section 23, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin described as follows:  
Commencing at the Southeast corner of said 1/4 Section; thence South 88°-30'-37" West along the South line of said 1/4 Section 612.30 feet; thence North 00°-05'-58" East 515.82 feet to the point of beginning of the land to be described; thence North 89°-54'-02" West 50.00 feet to Point "A"; thence North 00°-05'-58" East 60.00 feet; thence South 89°-54'-02" East 50.00 feet; thence South 00°-05'-58" West 60.00 feet to the point of beginning.

Also:

An utility easement 10.00 feet in width being a part of the aforesaid 1/4 Section, the centerline of said easement being described as follows:  
Commencing at Point "A" in the heretofore described Lease Site; thence North 00°-05'-58" East along the West line of said Lease Site 4.98 feet to the point of beginning of the centerline to be described; thence South 41°-41'-05" West 62.83 feet to the North wall of the existing Police Administration building and the point of termination of said centerline; the side lines of said easement to be shortened or extended to meet at the South and West lines of the heretofore described Lease Site and the North wall of the Police Administration building.

EXHIBIT B  
TO  
ANTENNA SITE LOCATION AGREEMENT

Site Plan

Final Site Plan prepared by Popowych Associates, Ltd.  
to be delivered to Lt. Tieg of the Greenfield Police  
Department on June 12, 1992. - Such plans are  
incorporated herein by reference.



## NOTICE TO PROCEED CHECKLIST

Mark when completed	ITEMS	Date Received
<input type="checkbox"/>	Application Fee paid	
<input type="checkbox"/>	Zoning Approval	
<input type="checkbox"/>	Building permit or Jurisdiction letter stating not required	
<input type="checkbox"/>	Structural Analysis Fees Paid	
<input type="checkbox"/>	Receipt of Battery, Generator, and RF Emissions forms as required in Application	
<input type="checkbox"/>	Approved Structural Analysis Report	
<input type="checkbox"/>	Construction Drawings (reviewed & approved) by Construction Manager	
<input type="checkbox"/>	Completed Pre-construction site walk for new collocation	
<input type="checkbox"/>	Interference Study (if required)	
<input type="checkbox"/>	Regulatory NTP from ATT Towers	
<input type="checkbox"/>	Construction Schedule (include Start & Finish dates)	
<input type="checkbox"/>	Contractor/subcontractor contact list with phone numbers	
<input type="checkbox"/>	Copy of Ground Lease (if separate from tower lease)	
<input type="checkbox"/>	Fully executed Agreement    DATE signed: _____	
<input type="checkbox"/>	Certificate of insurance - Site Specific naming ATT Mobility as additional insured	
<input type="checkbox"/>	Certificate of insurance - Site Specific for each general contractor	

**ATT Towers Contact Information:**

**Construction Manager:**

Name:

Phone:

Email:

**Application Manager**

Name:

Phone:

Email:

**Required by ATT Towers following Construction:**

1. As-Builts Construction Drawings
2. Tape Drop Certification Centerline