

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