

**CAMBRIDGE WATER, SEWER AND STORMWATER COMMITTEE  
COMMUNITY LIBRARY- LOCAL HISTORY ROOM  
101 SPRING WATER ALLEY**

**AGENDA**

**6:30 pm**

**NOVEMBER 15, 2016**

- 1. Call to Order/Roll Call**
- 2. Proof of Posting**
- 3. Public Appearances**
- 4. Approval Of Consent Agenda**
  - a. Meeting Minutes from October 18, 2016 meeting
- 5. Approval of Bills**
- 6. Old Business:** Discussion and Possible Action regarding:
  - a. Negotiations with US Cellular on a potential wireless lease agreement
  - b. Negotiations with Netwurx on a pending wireless lease agreement
  - c. Update on Emergency Generator for Winery Lift Station
  - d. Update on Gravel Construction Road by Water Tower
- 7. New Business:** Discussion and Possible Action regarding:
  - a. 2017 Budget
  - b. Infiltration and Inflow Study
  - c. Fly Dane 2017 Renewable
- 8. Reports**
  - a. Water & Sewer Superintendent
- 9. Questions, Referrals To Staff Or Future Agenda Items**
- 10. Adjournment**

## Utility Clerk

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**From:** Dan Dudley <dandudley@netwurx.net>  
**Sent:** Thursday, November 10, 2016 1:08 PM  
**To:** Utility Clerk  
**Subject:** agenda

1. Generator; Order generator, they sent submittal package.
  
2. Budget 2017 I have a meeting with Varonica nov 27 th 9:00AM ALSO TO HERE FROM THE P.S.E.
3. SETTING A I/I STUDY SPRING 2017
4. FLY DANE 2017

**CAMBRIDGE WATER, SEWER AND STORMWATER COMMITTEE  
COMMUNITY LIBRARY- LOCAL HISTORY ROOM  
101 SPRING WATER ALLEY  
MINUTES  
6:30 pm  
OCTOBER 18, 2016**

1. **Call to Order/Roll Call:** Steve Struss called the meeting to order at 6:36 pm. Members present: Ken Raymond, Ted Kumbier, Dwight Christianson, Steve Johnson, Steve Struss. Village Staff: Dan Dudley, Veronica Rudychev, Vicki Redford.
2. **Proof of Posting:** Agendas were posted in the upper level of the Amundson Community Center, Cambridge News Office, united Community Bank, Cambridge Post Office and the Village Website.
3. **Public Appearances:** none

4. **Approval Of Consent Agenda**

- a. Meeting Minutes: September 20, 2016

*Christianson made a motion to accept the consent agenda as presented. Kumbier seconded the motion. Motion carried on a 5-0 vote.*

5. **Approval of Bills:**

*Kumbier made a motion to accept the bills in the amount of \$ 5,559.25. Raymond seconded the motion. Motion carried on a 5-0 vote.*

6. **Old Business:**

- a. **Netwurx:** Mary Behling has been working with Netwurx on a new contract. Struss added that there were concerns that the percent increase was not included. Behling will continue working with them and the contract will come before the committee for final approval.
- b. **Road to Water Tower:** An access road was put in at the beginning of construction of the Winery. The discussion was this road is the Winery's responsibility. Fox will need to clean it up at the Winery's expense. No action taken.
- c. **U S Cellular:** Mary Behling has been reviewing a possible agreement with U S Cellular. Rent for the Village is now \$800 instead of \$700. Discussion followed that in order to paint the tower, equipment may need to be removed from the tower. Struss spoke to Dixon and they said you can leave equipment on the tower intact. President Struss indicated U S Cellular is holding their ground requiring the village to pay an estimated \$40,000.00 for the railing. Struss & Behling will continue to negotiate. The contract will come before the Water & Sewer committee for final approval.
- d. **Generator:** Kumbier started discussion with a bid from Rush Power Systems. The total did not include the concrete and was \$44,630.00 More discussion on Ready Electric and John Adsit doing the project. Their informal bid was \$20,137.00.

With an additional \$3415.00 to install the generator and get the permit. Because formal bids come at a large cost of around \$2000.00 or more, Administrator Rudychev didn't think getting formal bids on this project were necessary. *Kumbier made a motion to accept the Ready Electric agreement for the generator costing \$20,137.00 and \$3,415.00 for installation and permit. Raymond Seconded the motion. Motion carried on a 5-0 vote.*

- e. Grease Traps: President Struss met with Tom TeBeest to review our Grease Trap Ordinance. There was discussion that this ordinance just needs to be enforced. It was decided that a letter will be mailed out at the first of the year with instruction's.

**7. New Business:**

- a. Winery Agreement: This was said to be strictly an information update.

**8. Reports:**

- a. Water & Sewer Superintendent: None

**9. Questions, Referrals To Staff Or Future Agenda Items:** INI Study & budget for new business items.

**10. Adjournment :**

*Christianson made a motion to adjourn the meeting. Kumbier seconded the motion. President Struss adjourned the meeting at 7:42 pm.*

Vicki Redford  
Utility Clerk



200 Spring St  
Cambridge, WI 53523  
Phone 608.423.3712  
Web [www.ci.cambridge.wi.us](http://www.ci.cambridge.wi.us)

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**MEMO**

**To: Water & Sewer Committee**  
**Date: November 9, 2016**  
**Subject: US Cellular Contract**

### **BACKGROUND**

This contract is currently under negotiations with US Cellular. A couple of points of contention on the agreement have arisen. Staff is looking for input on these issues from the Water & Sewer Committee.

1. Handrail Issue. Specifically, is their proposal for review of the cost satisfactory and how to handle the cost when we are so far apart?
2. Removal of Equipment Issue. Some helpful language has been proposed, but still remains an issue within the agreement.
3. Insurance Issue. Village's insurance company sees no issue with providing a Certificate, but would like to see the wording indicating the Village shall provide removed. They feel as though use of the word shall creates legal obligations.
4. Indemnification Issue. Impasse with US Cellular. Village insurance company would like it removed. One alternative would be to accept the indemnification language, but limiting it to the extent that there is coverage to do so and that the Village is not waiving any of its rights under Chapter 893.
5. Environmental Issue. Village insurance company feels it should be removed. They feel as though whatever site issues there are or are not are not the purview of someone leasing space on a water tower for an antenna.

## TOWER AND GROUND SPACE LEASE

This Tower and Ground Space Lease (the "Lease") is made by and between the Village of Cambridge, whose address is 200 Spring Street, Cambridge, WI 53523, hereinafter referred to as "Landlord", and United States Cellular Operating Company LLC, a Delaware limited liability company, Attn.: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant".

WHEREAS, Landlord owns a Water Tower (the "Tower") located on a parcel of land (the "Site"), at a Latitude of 43-00-54.80 and Longitude 89-01-22.52, with an address of N3083 State Road 134 in the Village of Cambridge, in Dane 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. Option to Lease.

- a. Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord 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 and forty-five (145') feet for the placement and affixing of nine (9) cellular antennas, at the heights and orientations shown on Exhibit B attached hereto;
  - (ii) Attachment locations upon the Tower at a height of one hundred and forty-five (145') feet for the placement and affixing of a microwave radio dish antenna at the height and orientation shown on Exhibit B attached hereto (the attachment locations described in Section 1(a)(i) and 1(a)(ii) are referred to herein as the "Tower Space"; and
  - (iii) A parcel of ground space adjacent to the base of the Tower, measuring approximately 15 feet by 30 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. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), extension thereof, and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Site to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of 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.

- c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Seven Hundred dollars (\$700.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of ~~eighteen (18)~~ twelve (12) months (the "Initial Option Term"), ~~and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional Three Hundred Fifty dollars (\$350.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term.~~ Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.
  - d. During the Initial Option Term ~~and during the Extended Option Term, if any, as the case may be,~~ Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. If Tenant exercises the Option, then Landlord shall lease the Premises to the Tenant on, and subject to, the terms and conditions of this Lease.
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, in its sole discretion, deems necessary or desirable for the conduct of Tenant's business, subject to Landlord's prior consent to any significant changes which Tenant may from time to time propose to make to said Equipment, 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 the Site and other routes which Landlord is entitled to use; and
  - d. The rights to traverse other 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.

a. 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. Following Tenant's initial installation of the handrail and equipment, Tenant shall have the right to install additional Equipment on the Premises, including on the Tower at no additional cost to Tenant unless said additional Equipment requires the Tenant to obtain additional Ground Space. For such additional equipment Tenant shall submit plans to Landlord for review and approval which approval may not be unreasonably withheld, delayed, or conditioned. If additional structural analyses are required, Tenant shall supply such information at Tenant's cost. ~~If needed, the Landlord~~ Prior to installation of any additional equipment, Tenant agrees to execute an amendment to this Agreement to memorialize any such changes to the exhibits. ~~the appropriate documents to evidence the changes in Tenant's Equipment on the Premises.~~

b. Landlord and Tenant acknowledge that a support railing must be installed on the water tower in order to accommodate Tenant's equipment and possible future equipment of Tenant and other tenants. Tenant shall solicit bids for the support railing and install the railing prior to installing Tenant's equipment. Tenant must provide the bid, or bids as the case may be, to Landlord for Landlord approval which may not be unreasonably delayed, withheld, or conditioned. If Landlord does not approve a bid, or Landlord and Tenant cannot agree to terms regarding the cost of the handrail within thirty (30) days of Landlord's receipt of the bid information, Tenant may terminate this Lease upon notice to Landlord. Landlord agrees to reimburse Tenant for the cost of the railing, within thirty (30) days of the presentation of Tenant's receipts, invoices, or other proof of costs to the Landlord. Landlord agrees that if Landlord fails to reimburse Tenant for the costs Tenant incurs in the installation within the aforementioned thirty (30) days, then Tenant can, upon notice to Landlord, elect to take a rent abatement equal to one hundred and twenty-five percent (125%) of the amount of incurred by Tenant in installing the support railing. If Tenant elects to abate the rent, then Landlord agrees that no other tenant can utilize the support railing until the Landlord pays the monies owed, less the rent abatement that has already been taken, to Tenant or the period of rent abatement has run its course. Regardless, if Landlord reimburses Tenant or Tenant takes the rent abatement, the ownership of the support railing will transfer to Landlord upon full payment of the monies owed to Tenant.

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 (5<sup>th</sup>) anniversary of the Commencement Date falls.

5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to five (5) additional terms of five (5) years each (each, a "Renewal Term(s)"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least ~~sixty (60)~~ ninety (90) days before the expiration of the Initial or any Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 17 and Tenant's requirement to remove improvements as provided in Section 30 shall survive termination of the Lease.
7. Base Rent. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of ~~Seven~~ Eight Hundred (\$~~7800.00~~) dollars per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, 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. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten (10%) percent over the previous term'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. 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 gross negligence 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. Landlord acknowledges that over the life of this Lease the water tower will need maintenance and painting. Landlord represents and warrants to Tenant that when maintenance or painting will occur, Tenant will not be required to remove its equipment from the water tower. In the event the maintenance or painting requires Landlord's contractor to work or paint around Tenant's equipment and incur additional costs to perform such maintenance or painting, Landlord agrees to pay for the additional labor cost. Landlord shall notify Tenant in writing of any maintenance or painting not less than one hundred eighty (180) prior to the commencement of such work. Tenant will cooperate with Landlord's maintenance and painting and power down equipment as necessary and on a temporary basis to stay within FCC exposure limits. ~~Notwithstanding, in the unlikely event Landlord's maintenance or painting requires removal of Tenant's equipment and both parties agree that removal is reasonably necessary, Tenant agrees to remove its equipment, install a temporary facility on the Landlord's property to prevent loss of coverage during the maintenance or painting event, and reinstall the equipment after the maintenance or painting is complete. Landlord warrants that space is available for a temporary facility and that Tenant may occupy this space with a temporary facility until reinstallation on the water tower is complete. Landlord agrees to provide Tenant at least one hundred eighty (180) days advance written notice of its intended maintenance or painting. Landlord shall reimburse Tenant for all of Tenant's costs for such removal, temporary facility, and reinstallation upon notice and presentation of Tenant's receipts, invoices, or other proof of costs. This one hundred eighty (180) days advance written notice requirement shall not apply in 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. If such reinstallation of equipment requires any permitting process, Landlord shall waive any permit fees for Tenant for its reinstallation. Landlord shall take all steps possible to ensure that Tenant is off the Tower for the minimum length of time possible.~~
11. 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").
12. 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.

13. 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.
14. 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.
15. 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.
16. Compliance with Laws. Subject to Sections 11 & 12, 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.
17. Mutual 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
    - (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.
  - 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.
18. Insurance.

- a. Tenant shall maintain commercial 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). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
  - b. 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) as well as all risk property insurance covering all Landlord fixtures, improvements, and personal property at full replacement value with commercially reasonable deductibles. In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.
19. Interference. 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 operations of Tenant. 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 enjoin such interference or to terminate this Lease.
20. 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. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 19 hereof.

21. Attorneys' Fees and Expenses. In the event of any litigation arising under this Lease, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorneys' fees.
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. ~~This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee. Tenant may freely assign this Agreement in connection with the transfer of Tenant's FCC authorization to operate a commercial mobile radio base station on the Premises or to any subsidiary, parent, or affiliate or an entity resulting from the merger, consolidation, or sale of all or substantially all of Tenant's stock or assets. For any other assignment, Tenant shall obtain Landlord's prior written consent, which consent shall not be unreasonably delayed, conditioned, or withheld. Upon assignment by Tenant and assumption of such assignment by assignee, Tenant shall be fully relieved of its obligations hereunder.~~
25. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Site, and that Landlord has no knowledge of such uses historically having been made of the Site or such substances historically having been introduced thereupon.
26. 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.

27. 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.
28. 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: Village of Cambridge  
Attention: Steve Struss  
200 Spring Street  
Cambridge, WI 53523  
Phone: 608-423-3712

29. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
30. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property, except the support railing, from the Premises and surrender the Premises to Landlord in good condition, reasonable wear and tear excepted.

31. Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under this Lease or does not make repairs that are needed protect the health, safety, and welfare of Tenant, Landlord or Landlord's other tenants, Tenant shall have the right, but not the obligation, upon giving the Landlord at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Tenant's costs and expenses incurred in performing such obligations of Landlord shall, at the election of the Tenant, either promptly be reimbursed by Landlord with interest at the highest rate allowed by applicable law or Tenant taking a credit against the rent in the amount of the cost and expenses.
32. 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.
33. 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.
34. 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 substantially 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.
35. 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.
36. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
37. 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.
38. 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.
39. 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.

40. Modifications. This Lease may not be modified, except in writing signed by both parties.
41. 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.
42. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.
43. 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: Village of Cambridge

TENANT: United States Cellular Operating Company LLC

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

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

Printed: Steve Struss

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

Title: Village President

Title: Vice President

Date \_\_\_\_\_

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

STATE OF WISCONSIN )  
 )  
COUNTY OF DANE )

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

**EXHIBIT B**

Tenant's Equipment

**EXHIBIT C**

Tenant's Site Plan and Lease Area Legal Description

## Mary Behling

---

**From:** Mary Behling <behlinglaw@frontier.com>  
**Sent:** Monday, October 10, 2016 1:49 PM  
**To:** Steve Struss; Veronica Rudychev (veronica@ci.cambridge.wi.us)  
**Subject:** FW: proposed Lease between US Cellular and Village of Cambridge  
**Attachments:** US Cell. 2nd letter response 10-10-16.doc

Hi, Steve and Veronica,

I am communicating with just the two of you before we respond to Mr. Weinmann, of course. I thought the easiest way to analyze his response might be note that response and my thoughts and comments on my last letter to him, so I have done that and attached it for your review. My comments are in red.

We are definitely close, but there are still some sticking points that are big deals for the Village – the cost of the handrail and the expense if their equipment had to be removed mainly – although Mr. Weinmann has suggested some helpful language. Please note that USCC has discussed this with them, but has not yet seen or approved his redlined changes.

I know that Steve is on the road today and will not see this until tomorrow.

Thank you,

mary

Attorney Mary H. Behling  
BEHLING LAW OFFICE  
113 E. Main Street  
PO Box 15  
Cambridge, WI 53523  
608-423-3286 (phone)  
608-423-4696 (fax)  
Reply to: [behlinglaw@frontier.com](mailto:behlinglaw@frontier.com)

**From:** Jim Weinmann [mailto:jimweinmann@wirelessplanning.com]  
**Sent:** Friday, October 07, 2016 3:14 PM  
**To:** Mary Behling  
**Cc:** 'Steve Struss'; 'Veronica Rudychev'; 'Majid Allan'  
**Subject:** RE: proposed Lease between US Cellular and Village of Cambridge

Mary,

I have discussed this with the USCC project manager but USCC legal has not yet seen the attached redlines. I want to make sure you have reviewed these before I submit them. Regarding a couple of items in your letter dated October 3, 2016:

1. USCC will agree to a 12 month option.
2. Sec 3(a). I've added language to address prior approval for additional equipment and amending the lease.

3. Sec 3(b). I wasn't sure how to address this to give you some oversight on the bid numbers but also flexibility for USCC if we can't agree on a quote for the handrail. I very much doubt the bids or this section will be a point of contention but we need to get the language right. If you don't like this language I'm open to your suggestions.
4. Sec 5. Switched to 90 days.
5. Sec 10(b). I tried to simplify this. Please let me know your thoughts.
6. Sec 20. I'm sorry. USCC can't agree to this. A minor inconvenience to your client can't be a major default risk to USCC. Yes, USCC does have a complex automated rent payment program which takes a lot of risk out of the equation. However, the language you suggest puts it right back in because if something happens to the program and your payment somehow gets omitted it could be years before anyone at USCC would become aware of it.
7. Sec 24. Alternate language inserted.

Please review and let me know your thoughts.

Thank you,

Jim

Jim Weinmann  
Wireless Planning, LLC  
2310 Mill Street  
New London, WI 54961  
920-982-3286

**From:** Mary Behling [<mailto:behlinglaw@frontier.com>]  
**Sent:** Monday, October 03, 2016 4:55 PM  
**To:** Jim Weinmann <[jimweinmann@wirelessplanning.com](mailto:jimweinmann@wirelessplanning.com)>  
**Cc:** 'Steve Struss' <[strussr@gmail.com](mailto:strussr@gmail.com)>; 'Veronica Rudychev' <[veronica@ci.cambridge.wi.us](mailto:veronica@ci.cambridge.wi.us)>; 'Majid Allan' <[Allan@countyofdane.com](mailto:Allan@countyofdane.com)>  
**Subject:** RE: proposed Lease between US Cellular and Village of Cambridge

Jim,

See my responses below in red.

Mary

Attorney Mary H. Behling  
BEHLING LAW OFFICE  
113 E. Main Street  
PO Box 15  
Cambridge, WI 53523  
608-423-3286 (phone)  
608-423-4696 (fax)  
Reply to: [behlinglaw@frontier.com](mailto:behlinglaw@frontier.com)

**From:** Jim Weinmann [<mailto:jimweinmann@wirelessplanning.com>]  
**Sent:** Monday, October 03, 2016 4:01 PM  
**To:** Mary Behling  
**Cc:** 'Steve Struss'; 'Veronica Rudychev'; 'Majid Allan'  
**Subject:** RE: proposed Lease between US Cellular and Village of Cambridge

Hi Mary,

October 3, 2016

Mr. Jim Weinmann  
Wireless Planning, LLC  
2310 Mill Street  
New London, WI 54961  
*Via email only to all persons*

***Re: Proposed Lease between US Cellular and Village of Cambridge***

Dear Mr. Weinmann:

Thank you for your email of September 21, 2016, regarding this matter. I was aware of your email to Steve and Majid Allen, and I am familiar with sec. 66.0404(2)(b)(6), Wis. Stats. That does not mean, however, that we agree that you have the right to set all of the lease terms to favor US Cellular. Regardless, we would like to see this lease work out between the Village and US Cellular, so I have discussed your email with Steve and we are willing to make another try at reaching an agreement with you. Accordingly, I have the following response to your email:

1. The Village would prefer not to enter into an Option to Lease. Nonetheless, they will agree to a 12-month Option for the sum of \$700. That should give US Cellular plenty of time to do its due diligence, order equipment, etc. We think this is a very reasonable compromise that will cost US Cellular little more than was originally proposed. He agreed to this.
2. Regarding paragraph 3.a. of the Lease, the Village is willing to agree that the Tenant may install the handrail, subject to my comments on paragraph 3.b., but they are not willing to agree to the right to install additional equipment on the premises without prior written approval of the Village. However, they are agreeable to including language that says such approval will not be unreasonably withheld provided that this includes only US Cellular's equipment and that we see and approve a completed copy of Exhibit B of the Lease before signing. At this time, we have no clear idea of the amount of equipment US Cellular intends to initially install or the amount of space it will cover. Please look at his proposed language for paragraph 3.a and let me know what you think. It is still very broad in my opinion, but does give the Village some oversight, just not much veto power. Also, he did not yet provide a proposed Exhibit B which would show us exactly how much space they initially expect to take up.

3. Regarding paragraph 3.b., we request that you provide us with a copy of the specs that were used to obtain an estimate for the railing. We will then run those by our engineer and contractors and obtain a bid so that we are in a better position to discuss a compromise. The Village simply cannot commit to paying \$40-48,000 for the railing when they believe it could be done for much less. We need to review the specs and obtain our estimate before we can agree that the numbers you have presented are correct. Please see his proposed language for paragraph 3.b. While this still provides that the Village will pay the entire cost for the handrail if it approves the bid, it does give the Village an opportunity to see their bid(s) and evaluate them. If the Village does not approve the bid or the parties can't come to an agreement within 30 days, then USCC could terminate the Lease. Since that will precede the actual Lease (it will be during the Option period), this might be acceptable. If the Village sees the bids and feels they are unreasonable, you would object to them and presumably USCC would back out.
4. Regarding paragraph 5, the Village will agree to a total of 30 years for the lease, as originally stated in your proposed lease. They will agree to give up their right to prevent automatic renewal and the Village's right to early termination, but they want US Cellular to have to give 90 days notice of its intent not to renew or of any early termination. The Village has to remain within the budget it sets annually and does not always have the ability to quickly adapt to changes during the year. Accordingly, they need at least 90 days notice that the lease is going to be terminated at any time. He agreed to the request for 90 days.
5. Regarding paragraph 7, the Village would agree to reduce its rent request to \$800/month. We understand that the other lease you have referred to is for \$700/month, but that is for a tower that must be built as opposed to this one which is already in place. He agreed to \$800/month.
6. Regarding paragraph 10, The Village would agree that it would pay all costs as stated therein if both parties agree that removal of the Equipment is necessary during the first 15 years of the Lease, and ½ of such costs in that event during the second 15 years of the Lease. We do not think this is an unreasonable request to make for two reasons. First, we do not think that the equipment will have to be removed at all, so then there would be no cost to either party. The language in the lease says that both parties must agree that the equipment must be removed. Accordingly, the Village won't be in a position to force US Cellular to pay that ½ cost any more than US Cellular will be able to force the Village to cover its costs by insisting on removal. This reduces the risk to both parties. Secondly, if worse comes to worse and the equipment does have to be removed, the Village is simply not in a position to cover 100% of the cost that you have outlined. One time alone would wipe out ½ of the rent the Village expects to receive here. Therefore, we need to agree to a sharing of this risk. If US Cellular builds its own tower, it would have to cover this entire cost. Please see his proposed language for paragraph 10.b. he indicated he is trying to make that paragraph simpler, but, in fact, it would be so simple with his language that it doesn't really even address what would happen if the equipment had to

Mr. Jim Weinmann  
Wireless Planning, LLC  
Page 3 of 3  
September 29, 2016

be removed. Rather, it assumes that the painting and maintenance will be able to be completed without removing their equipment and it makes the Village responsible for any extra cost due to having to work around the equipment. If you are totally convinced that the equipment won't have to be removed for painting or maintenance, then this seems like a reasonable proposal.

7. Regarding paragraphs 17 and 18, I do not yet have a response from the Village's insurance carrier, but I believe your proposals will be satisfactory. He asked that you badger the insurance carrier to get an answer here. We just need to know if they find those two paragraphs satisfactory.
8. Regarding paragraph 20, we continue to feel that non-payment of rent should not require any written notice of default. Yes, the Village has an accounting system in place, but doesn't US Cellular as well? It is hard to imagine that a company of its size does not have an accounts payable system that would generate the rent monthly without a reminder. To require the Village to remind US Cellular on a monthly basis if the rent is late puts an unfair burden on our much smaller administrative staff. Accordingly, we continue to request that this paragraph state that, as to rent, if it is not paid within 10 days of its due date, a late fee of 10% will be charged and treated as additional rent and if it is not paid within 15 days of its due date, it shall be considered in default. The 30-day written notice provision as to non-rent breaches is acceptable. I still disagree with this being a huge burden or risk for USCC, but I guess I feel you might as well just agree that default requires written notice by the Village. Veronica, you are probably be in the best position to determine if that is doable, but I don't see that they are going to budge on this issue.
9. Regarding paragraph 21, the Village disagrees with your reasoning regarding deterring lawsuits. We feel that requiring both parties to pay their own fees is what deters law suits. However, we will defer to your language on this issue if we can resolve the other issues. We had already capitulated here.
10. Regarding paragraph 24, if we can reach agreement on the other issues, we will consider the alternative language that you mentioned in your email. Please see his proposed language in paragraph 24. This is definitely more like what I was looking for and I think it is acceptable.

I have not addressed those items that you noted "ok" to and assume we are in full agreement on those. We look forward to hearing back from you and completing a Lease Agreement satisfactory to both parties.

Thank you.

Sincerely,  
**BEHLING LAW OFFICE**

Mr. Jim Weinmann  
Wireless Planning, LLC  
Page 2 of 3  
September 29, 2016

**Mary H. Behling**  
Village Attorney  
State Bar #01005733

MHB:mmm

cc: Steve Struss, Village President  
Veronica Rudychev, Village Administrator



## **EXHIBIT A - STANDARD TERMS AND CONDITIONS**

**1. Lease.** Landlord owns and controls the "Property" and hereby leases to Tenant the use of (and access to) the "Premises" for the "Initial Term" in return for payment of the "Rent." The "Initial Term" shall automatically renew (each renewal a "Renewal Term") on the exact same terms and conditions as applied to the Initial Term unless: (a) either party terminates this lease by providing written notice of its decision not to renew at least 180 days before the end of the Initial (or Renewal) term; or (b) this lease is terminated pursuant to Section 5 below.

**2. Use.** Tenant may use the Premises for the transmission and reception of radio and telecommunication signals and related activities. Tenant shall have the right, at its expense, to install, erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, global positioning system antennas, tower and base, equipment shelters and/or cabinets and suitable support systems, and related cables and utility lines (collectively, "Communications Facility"). The Communications Facility shall initially be configured as set forth in the attached Exhibit B. Tenant may modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant further may add equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Landlord. Tenant shall cause all construction to occur free of mechanics liens and in compliance with all applicable laws and ordinances.

**3. Interference.** (a) Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Agreement, including without limitation, non-interference). Where there are existing radio frequency users ("Carriers") on the Property, the Landlord will provide Tenant with a list of all existing Carriers so Tenant may evaluate potential interference. Tenant warrants that its use of the Premises will not interfere with existing Carriers so disclosed by Landlord, as long as the existing Carriers operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations; (b) Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant; (c) Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference within seventy-two (72) hours. In the event any such interference does not cease within the aforementioned cure period, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, either to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

**4. Access.** (a) Landlord shall cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities ("Governmental Approvals"); (b) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators) reasonably necessary to provide service to the Communications Facility; (c) As partial consideration for Rent paid under this Agreement, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 2) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Communications Facility at all times during the this Agreement; (d) Tenant and its agents shall have 24-hours-a-day, 7-days-a-week pedestrian and vehicular access to the Premises at all times during the Term of this Agreement for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises.

**5. Termination.** Without limiting any other remedy at law or equity available to either party, this Agreement may be terminated as follows: (a) by Landlord upon 90 days written notice if Tenant fails to cure a

default for payment of amounts due under this Agreement within that 90 day period; (b) by either party upon 90 days written notice if the other party commits a non-monetary default and fails to diligently pursue a cure of such default and in fact cures said default in a reasonable time; or (c) by Tenant upon 180 days written notice to Landlord for any reason.

**6. Taxes.** Tenant shall pay personal property taxes attributable to its personal property and Landlord shall pay all other property taxes.

**7. Insurance.** Tenant shall provide Commercial General Liability Insurance in an aggregate amount of Two Million and No/100 Dollars (\$2,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain or through an umbrella policy. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

**8. Indemnification.** (a) Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, damages, losses and expenses ("Damages") directly arising out of any claim, action or other proceeding that is based upon (i) Tenant's breach of this Agreement, (ii) the conduct or actions of Tenant within or outside the scope of this Agreement, or (iii) any negligent act or omission or willful misconduct of Tenant; (b) Landlord hereby agrees to indemnify, defend and hold Tenant harmless from and against any and Damages directly arising out of any claim, action or other proceeding that is based upon (i) Landlord's breach of this Agreement, (ii) the conduct or actions of Landlord within or outside the scope of this Agreement, or (iii) any negligent act or omission or willful misconduct of Landlord; (c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

**9. Miscellaneous:** (a) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period; (b) The parties shall be free to assign their rights granted herein and this Agreement shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns; (c) All portions of the Communications Facility brought onto the Property by Tenant will remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time; (d) This Agreement constitutes the entire agreement and understanding of the parties and shall be construed in accordance with the laws of the State of Wisconsin; (e) The parties agree to cooperate with the other in executing any documents necessary to protect its rights or use of the Premise including the recording of a memorandum of lease with the appropriate government body; (f) If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect; (g) The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable; (h) Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof; (i) This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.



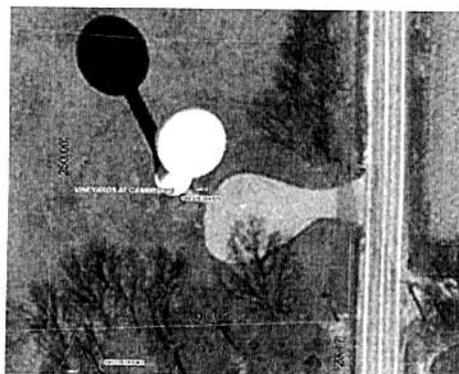
**Description of Premises - EXHIBIT B**

The premises will be the water tower located on WI 134 near where it intersects with Lagoon Rd in the Village of Cambridge WI. Access to the electrical panel in the base of the water tower will also be considered part of the premises as it is where the power for Netwurx's equipment is distributed from. This is located on the piece of property referenced below.

Parcel Number - 11/0612-012-6650-1

**Parcel Details**

|                             |  |                                      |
|-----------------------------|--|--------------------------------------|
| Municipality Name           | VILLAGE OF CAMBRIDGE   |                                      |
| State Municipality Code     | 111  |                                      |
| <b>Township &amp; Range</b> | <b>Section</b>   | <b>Quarter/Quarter &amp; Quarter</b> |
| T06NR12E                    | 01   | SE of the NW                         |
| Plat Name                   | VINEYARDS AT CAMBRIDGE   |                                      |
| Block/Building              |  |                                      |
| Lot/Unit                    | 2  |                                      |
| Restrictive Covenants       | Show Restrictions for this Plat, CSM, or Quarter   |                                      |
| Parcel Description          | THE VINEYARDS AT CAMBRIDGE OUTLOT 2<br><b>This property description is for tax purposes. It may be abbreviated. For the complete legal description please refer to the deed.</b> |                                      |
| Current Owner               | CAMBRIDGE, VILLAGE OF  |                                      |
| Primary Address             | <b>No parcel address available.</b>  |                                      |
| Billing Address             | PO BOX 99<br>CAMBRIDGE WI 53523  |                                      |



Nertwurx LLC. 55 E Sumner Dr Hartford WI 530227 800-638-9879





Exhibit C

**NetwurX, LLC.** City of Cambridge WI  
 35 E Sumner Dr 200 Spring Street  
 Hartford WI 53027 PO Box 99  
 800-638-9879 Cambridge WI 53523-0099  
 dave@netwurx.net

Quote NO. 160315.01  
 DATE March 15, 2016

| REP         | JOB   | PAYMENT TERMS             | Service Term |
|-------------|---|---------------------------|--------------|
| Dave Roller | Service Location @ 140 Lagoon Rd Cambridge WI | Before Instalation Begins | 10year       |

| Non Reoccurring Charges                  |               |                |               |
|--|---------------|----------------|---------------|
| QUANTITY                                 | DESCRIPTION   | UNIT PRICE     | LINE TOTAL    |
| 0  | basic install | \$350.00       | \$0.00        |
| 0  |               |                | \$0.00        |
| SubTotal of (NRC)Non Reoccurring Charges |               |                | \$0.00        |
| <b>AFTER DISCOUNT of</b>                 |               | <b>100.00%</b> | <b>\$0.00</b> |
| taxes                                    |               |                | \$0.00        |
| <b>TOTAL NRC</b>                         |               |                | <b>\$0.00</b> |

| Monthly Reoccurring Charges                   |   |                |               |
|---|---|----------------|---------------|
| QUANTITY                                      | DESCRIPTION   | UNIT PRICE     | LINE TOTAL    |
| 0   | Starter Business (Legacy-3x1* Silver-6x2 Gold-10x5)   | \$69.95        | \$0.00        |
| 1   | Universal Business (Legacy-5x2* Silver-10x5 Gold-15x10)                                     | \$119.95       | \$119.95      |
| 0   | Professionals Business (Legacy-7x3* Silver-15x10 Gold-20x15)                                | \$199.95       | \$0.00        |
|   | [Service is expected to be delivered from a tower that has at least a SILVER service level] |                | \$0.00        |
|   |   |                | \$0.00        |
| 1   | TPP (Total Protection Plan)   | \$7.95         | \$7.95        |
| SubTotal of (MRC) MONTHLY Reoccurring Charges |   |                | \$127.90      |
| <b>AFTER DISCOUNT of</b>                      |   | <b>100.00%</b> | <b>\$0.00</b> |
| taxes   |   |                | \$0.00        |
| <b>TOTAL MRC</b>                              |   |                | <b>\$0.00</b> |

This is a quotation on the goods named above, subject to the conditions noted below:

30day warranty. Maintiance and upkeapare the purchasers responsibility. Service Level Agreements(SLAs) are available at additional cost upon request.

\*Details about the plans listed above can be found at <http://www.netwurx.net/>

To accept this quotation , sign here and return : \_\_\_\_\_



### More Miscellaneous Conditions - EXHIBIT D

1. Service offered to landlord in exhibit C to be served to 140 Lagoon Rd Cambridge WI
2. Netwurx shall decommission any equipment that is operating in the 900mhz frequency from the watertower by December 1st 2016.
3. Netwurx will keep services offered to the village that are not included in Exhibit C operational until December 1st. Services offered to the village in Exhibit C will be available to the Village as soon as Netwurx is able to via it's new equipment or December 1st 2016, whichever comes first.
4. Netwurx will be allowed to continue to use and upgrade it's equipment enclosure and cable paths inside the water tank.
5. Netwurx will be allowed to colocate 4 sector antennas on it's existing mounts located on top of the tank
6. Netwurx will be allowed to locate 4 parabolic dish antennas on it's existing mounts located on top of the tank



## FACILITIES/LAND ACCESS AGREEMENT

**FACILITIES/LAND ACCESS AGREEMENT** ("the Agreement") is entered into this 1st day of March 2006, between the Village of Cambridge (hereinafter "land owner"), a Wisconsin Corporation or resident and Netwurx, Inc. (hereinafter "Netwurx"), a Wisconsin Corporation.

In consideration of the terms and covenants of this Agreement, the parties agree to as follows:

1. **TERM.** The initial term of this Agreement shall be two (2) years, commencing upon the date of the activation of Netwurx equipment on the Land Owner facilities ("Commencement Date").
2. **USE.** Netwurx may use the Facilities located on N3083 Hwy 134 for the installation, operation and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Netwurx by the Federal Communications Commission ("FCC") and for the operation of related equipment in accordance with the provisions of this Agreement. Netwurx shall use the premises in compliance with all federal, state and local laws and regulations.
3. **COMPLIANCE.** If for any reason, Netwurx' use of the premises fails to comply with any federal, state or local law and Netwurx fails to bring its use within compliance within thirty days of written notice of such noncompliance, this Agreement shall be terminated as provided herein, provided that such thirty (30) days period shall be extended as reasonable necessary in the event that Netwurx is proceeding in good faith with due diligence to cure such default but is unable to within thirty (30) days, the Land Owner agrees to reasonably cooperate with Netwurx in obtaining, at Netwurx' expense, all licenses and permits required for Netwurx' use of the premises.
4. **INSTALLATION OF IMPROVEMENTS, ACCESS, UTILITIES**
  - a. Netwurx shall have the right, at its sole cost and expenses, to install, operate and maintain the facilities on the portions of the Facilities, which facilities include radio transmitting and receiving antennas (the "Antenna Facilities"). Netwurx' installation of all such equipment, personal property, and facilities shall be done according to plans approved by the Land Owner Manager and no equipment or property shall be subsequently relocated without the approval of the Land Owner Manager, which approval shall not be unreasonably withheld, delayed or conditioned. The Antenna Facilities shall remain exclusive property of Netwurx, subject to the provisions of Paragraph 5 of this Agreement.
  - b. Netwurx may update or replace the Antenna Facilities from time to time with the prior written approval of the Land Owner Manager, provided the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the portions of the facilities are satisfactory to the Land Owner Manager. Netwurx shall submit to the Land Owner Manager a proposal for any such replacement facilities and for any supplemental materials as may be reasonably required for the Land Owner Manager's evaluation and approval, which approval shall not be unreasonably withheld, delayed or conditioned. Netwurx will pay all costs for required structural studies within 30 days of receipt of a detailed invoice.

c. Netwurx, at all times during this Agreement, shall have access to the Property and Facilities upon a 24-hours notice and as quickly as possible in the event of an emergency, in the presence of an employee of the Village of Cambridge, in order to install, operate and maintain its transmission facilities.

d. Netwurx shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and shall keep the same in good repair and condition during the Agreement term.

e. Netwurx shall adhere to all OSHA safety requirements.

f. There will be no advertising on the site or any structure on the site.

g. Any additional costs for servicing or maintaining the facilities that are due to the presence of the installation of any Netwurx equipment will be the responsibility of Netwurx.

h. Upon 30 days written notice to Netwurx, the Land Owner may require Netwurx to remove and replace equipment to accommodate the Land Owner's need to maintain the facilities. It is recognized that the maintenance may cause disruption in Netwurx' service. The Land Owner shall not be liable to Netwurx for any loss incurred as a result of service disruption for the removal and replacement of equipment.

## 5. TERMINATION.

a. Except as otherwise provided herein, one party upon thirty (30) days written notice to the other party as follows may terminate this Agreement:

1. By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party provided that such thirty (30) day period shall be extended as reasonably necessary in the event that the party alleged to be in default is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days.

2. By Netwurx, if the property is or becomes unacceptable under the Netwurx design or engineering specifications for its Antenna Facilities or the communication systems to which the Antenna Facilities belong.

3. By Land Owner, if it determines in its sole discretion and for any reason, that the facilities is structurally unsound for use as a communication facilities, including but not limited to consideration of age of the structure, damage or destruction of all or part of the facilities or the property from any source, or factors relating to condition of the property.

b. This Agreement may be terminated upon three days written notice in the event the presence of the Netwurx' equipment and/or signal interferes with any other equipment and/or signal which is attached to the facilities as of the date of this Agreement. No interference is being experienced as of the date of this Agreement. Any interference, which occurs in the future, will be presumed to be caused by the most recently attached equipment.

c. Upon termination of this Agreement for any reason, Netwurx shall remove all of its equipment, personal property, Antenna Facilities structure from the facilities and the Property within ninety (90) days after the date of termination, and shall restore the facilities and the Property to the condition it was in on the Commencement Date of the term of this Agreement ordinary wear and tear expected, all at Netwurx' cost and expense. Any such property, which is not removed by the end of said ninety (90) day period, shall become the property of the Village of Cambridge.

## 6. INSURANCE.

a. Netwurx shall provide Commercial General Liability Insurance coverage, including premises/operations coverage, completed operations coverage, contractual liability coverage, and the Land Owner will be held harmless for acts of outside vendors in the combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) total, and name the Land Owner as an additional insured on such policy or policies. Netwurx may satisfy this requirement by an endorsement to its underlying insurance or umbrella liability policy.

b. Netwurx shall provide to the Land Owner, prior to Commencement Date of the Agreement Term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Wisconsin, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice to the Land Owner.

7. INDEMNIFICATION. Except for the negligent acts or willful misconduct of the Land Owner's agents or employees, Netwurx agrees to indemnify, defend and hold harmless the Land Owner and its elected officials, officers, employees, agents and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by the Land Owner or for which the Land Owner may be held liable, which arise from the negligence, willful misconduct, or other fault of Netwurx or its employees, agents, or subcontractors in the performance of this Agreement or from the installation, operation, use, maintenance, repair, removal or presence of transmission facilities to the Property and facilities.

8. Regardless of all other provisions in this Agreement, Netwurx will pay the Land Owner for any damage to the facilities caused solely by its negligence or the negligence of its agents, successors, or assigns.

9. NOTICES. All notices, requests, demands, and other communications here under shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If Land Owner, to: Village of Cambridge  
% Utilities Superintendent  
PO Box 99  
200 Spring Streets

Cambridge, Wi 53523

If Netwurx, to:           Netwurx  
                                  Attn: Peter Maher  
                                  PO Box 270020  
                                  Hartford, WI 53027

10. REPRESENTATIONS AND WARRANTIES.

a. Land Owner warrants that (1) it has full right, power, and authority to execute this Agreement and (2) to the best of its knowledge, it has good and unencumbered title to the property free and clear of any liens or mortgages, except as may be disclosed by review of title. Land Owner warrants that Netwurx shall have the quiet enjoyment of the Property during the term of this agreement in accordance with its terms.

b. Netwurx represents and warrants that its storage and use of any substance on the property will comply with applicable federal, state or local law or regulation. Netwurx agrees to indemnify and hold harmless the Land Owner from and against any and all liability, loss, cost, damage, and expenses, including reasonable attorneys' fees relating from or due to the release, threatened release, storage or discovery of any of the above named materials that are part of Netwurx' equipment, personal property, Antenna Facilities, or any component parts or by-products thereof in violation of applicable law.

c. The Land Owner warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

11. ASSIGNMENT. Netwurx may not assign or sublet this Agreement without the prior written consent of the Land Owner except to any entity which controls, is controlled by, or is under the common control with Netwurx, or to any entity resulting from any merger, or consolidation with Netwurx, or to any partner of Netwurx, or to any partnership in which Netwurx is a general partner, or to any person or entity which acquires all of the assets of Netwurx as a going concern, or to any entity which obtains a security interest in a substantial portion of Netwurx' assets.

12. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of parties, their respective successors, personal representatives, and assigns.

13. MISCELLANEOUS.

a. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

b. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any

modification of or amendment to this Agreement must be in writing and executed by both parties.

c. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

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

e. Netwurx agrees to permit access to its wireless services as part of the consideration for being able to use one or more of the Land Owner's Facilities for its facilities. Seven (7) departments of the Land Owner will have the option to connect to the Netwurx wireless system. The cost to the village would be for the cost of the equipment and installation only.

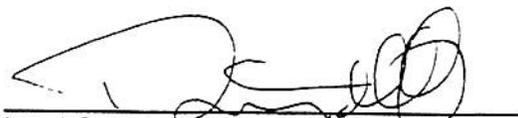
g. Upon the termination of this lease term, if Netwurx desires to renew the same it shall give at least ninety (90) days advance notice to the Land Owner and the parties thereafter may negotiate the amount of monthly rental to be paid by Netwurx to the Land Owner for any renewal term.

END OF TERMS

THE UNDERSIGNED HEREBY AGREE TO ALLOW ACCESS OF THE ABOVE MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

LAND OWNER Village of Cambridge

NETWURX, INC.

  
\_\_\_\_\_  
Land Owner Manager  
*President*

  
\_\_\_\_\_  
Peter Maher, President

## Veronica Rudychev

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**From:** Mary Behling <behlinglaw@frontier.com>  
**Sent:** Wednesday, November 09, 2016 10:36 AM  
**To:** Veronica Rudychev; Steve Struss  
**Subject:** FW: Contract  
**Attachments:** GeneralAntennaSiteLeaseAgreement-CAM1 rev2.pdf; Scan\_2016\_11\_08\_14\_51\_57\_207.pdf

Veronica and Steve,

I just talked with Steve and he indicated that he had had a conversation with Dave Roller recently that updated a few of my comments. Please see new information below in red. Please review the new information to make sure I am stating things correctly and let me know if you have any comment, including responding to my question at the bottom.

Thank you,

mary

Attorney Mary H. Behling  
BEHLING LAW OFFICE  
113 E. Main Street  
PO Box 15  
Cambridge, WI 53523  
608-423-3286 (phone)  
608-423-4696 (fax)  
Reply to: [behlinglaw@frontier.com](mailto:behlinglaw@frontier.com)

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**From:** Mary Behling [mailto:behlinglaw@frontier.com]  
**Sent:** Tuesday, November 08, 2016 4:20 PM  
**To:** Veronica Rudychev (veronica@ci.cambridge.wi.us)  
**Cc:** Steve Struss  
**Subject:** FW: Contract

Veronica,

As you requested, I have attached the last Agreement with Netwurx (the scan), which is apparently being replaced, but which I used for reference and the original draft of the proposed new contract from Netwurx. I believe you then saw my comments to Steve (within the email from Dave Roller) and you saw Steve's email to Dave, my additional email that addressed the indemnification issue, and then you saw Dave's response yesterday, I assume. Dave's response yesterday included a blank Lease Agreement (which obviously needs to be completed per the original version sent to us) and a revised Exhibit A (Standard Terms and Conditions). I have now reviewed his email and his proposed revised documents and believe that they have met many of our concerns, but not all. I have the following comments: in response to his email:

1. They removed the "180 day termination for no reason", which is great. They also reduced the time for defaults from 90 days to 45 days. Steve had asked for 30 days, but this is much better than 90. IS it good enough? Steve indicated that Dave felt 30 days was too fast for them, but agreed to 45 days. Steve feels this is ok and I believe it is acceptable as well.

2. Dave's email says they agree to the 2% annual increase in rent, but I don't see that reflected in the agreement he sent. Paragraph 1 of Exhibit A still says "renewal upon the exact same terms and conditions". I apologize for missing this. The 2% increase DOES show up now on page 1. Because that whole page was now blank for some reason (except for the 2% increase language), I guess I mainly skipped over it. If the first page is filled in as before but with that language, this is no longer an issue.
3. They removed the ability to expand and increase equipment as he indicates. They left the word "supplement" equipment in, however, and I think that should be removed as well. Steve said that Dave said that the word "supplement" simply means to add some additional equipment to an existing antennae, not to add any space on the railing. Maybe we could clarify that by adding, "...the existing equipment" to that sentence, or by adding, "...but not to expand or increase the existing equipment" to the end of that sentence.
4. They addressed our concerns about having a Village employee present, but in an awkward way. It still says they'll have 24/7 access, but adds that any work will be done in the presence of a Village employee. I think we want it to say that all access will be in the presence of a Village employee, not just all work. Steve indicated that Dave is aware that only Village employees will have a key to the water tower so he does not think this is an issue. I personally think it's just a grammatical issue and that they wouldn't care if we simply changed it to say "all access".
5. They did not remove the Village indemnification language. This needs to be addressed still.
6. In paragraph 9, they added several paragraphs that we requested. What they did NOT add is that the premises would be restored to the same condition as at the beginning of the lease or that the Village would not be liable for any loss due to service interruption if the Village had to ask them to remove and replace their equipment for maintenance purposes (this is probably not important because we do not expect to happen, but I'm still pointing out what's different). In addition, they included a statement that if they don't remove their equipment within 90 days of the end of the Lease, the equipment will become the Village's property. I think the Village would much prefer a penalty for hold-over than to accumulate their property, however. Steve feels that we do not need the restoration language. Since there is no ground building associated with this lease, I tend to agree with him. Also, if the equipment is not going to be moved, then we don't need to have that language in the document. Either way, we are not committing to paying their costs, just in case. Finally, Steve does not think it would be a big deal for the Village to either offer the equipment to the next provider or remove it if Netwurx left it in place.

I have the same comments as I originally did regarding my lack of understanding of what exactly the Village is giving up or getting in terms of services in the new lease and my inability to evaluate whether or not you can guarantee the frequency limitation in paragraph 6 and I defer to others in the Village with more technical knowledge than me to evaluate those.

I believe we have a motivated tenant here and that some, if not all, of the missed items or misstated items can be agreed upon yet. I think it is worth another attempt at agreeing on items before this is given to Water and Sewer. Please let me know if you would like me to respond to Dave or if one of you will be doing so or if you're just going to Water and Sewer at this point. With this last round of information, should I alter the agreement with the few remaining issues we have and send it to Dave for review? I think that we can probably get a final agreement or very close to by doing that.

mary

Attorney Mary H. Behling  
BEHLING LAW OFFICE  
113 E. Main Street  
PO Box 15  
Cambridge, WI 53523  
608-423-3286 (phone)  
608-423-4696 (fax)  
Reply to: [behlinglaw@frontier.com](mailto:behlinglaw@frontier.com)

## **Veronica Rudychev**

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**From:** Bill Ranguette <branguette@gmail.com>  
**Sent:** Wednesday, October 26, 2016 2:28 PM  
**To:** Steve Struss; Veronica Rudychev; 'Linda Begley-Korth'; 'Frank Peregrine'  
**Subject:** Bike path/ Water tower

I received a message that the village wanted the contractor to clean up around the water tower where there were some rocks in the grass. The contractor will have that done this week.

The gravel was placed there for a temporary base.

As per the plans the bike path will end at where the water tower property line meets the developments property line( outlot 1)

Bill

Fly Dane 2017 - Preliminary Partner Costs

|                                       |                     |
|---------------------------------------|---------------------|
| <b>Total Project Cost (Imagery)</b>   | <b>\$338,750.00</b> |
| LIO Cost                              | \$156,750.00        |
| Fly Dane Reserve Fund                 | \$80,000.00         |
| <b>Total Partner Contribution</b>     | <b>\$102,000.00</b> |
| <b>Regional Partner Contribution</b>  | <b>\$38,200.00</b>  |
| <b>Municipal Partner Contribution</b> | <b>\$63,800.00</b>  |
| <b>Minimum Contribution</b>           | <b>\$600.00</b>     |

| Weighting Factor |             |
|------------------|-------------|
| Area             | Equal Value |
| 1.00             | 2.00        |

| NAME                     | AREA       | EQUALIZED VALUE<br>2013 | ACRES/PARTNER | EQUAL<br>VALUE/PARTNER | Partner Share<br>(Imagery &<br>LIDAR) |
|--------------------------|------------|-------------------------|---------------|------------------------|---------------------------------------|
| City of Edgerton         | 14867366   | \$24,825,800            | 341           | \$24,825,800           | \$600.00                              |
| City of Fitchburg        | 980151736  | \$2,711,401,700         | 22501         | \$2,711,401,700        | \$5,822.47                            |
| City of Middleton        | 252930446  | \$2,907,335,100         | 5806          | \$2,907,335,100        | \$4,909.69                            |
| City of Monona           | 91551319   | \$1,130,326,000         | 2102          | \$1,130,326,000        | \$1,897.47                            |
| City of Stoughton        | 168756716  | \$954,262,000           | 3874          | \$954,262,000          | \$1,754.75                            |
| City of Sun Prairie      | 336218401  | \$2,566,183,900         | 7719          | \$2,566,183,900        | \$4,522.35                            |
| City of Verona           | 196010935  | \$2,093,811,600         | 4500          | \$2,093,811,600        | \$3,559.03                            |
| Town of Blooming Grove   | 149350407  | \$185,110,800           | 3305          | \$185,110,800          | \$600.00                              |
| Town of Burke            | 428367317  | \$462,731,000           | 9834          | \$462,731,000          | \$1,429.95                            |
| Town of Cottage Grove    | 898942328  | \$412,054,300           | 20637         | \$412,054,300          | \$2,138.07                            |
| Town of Dunn             | 789667848  | \$691,526,200           | 18128         | \$691,526,200          | \$2,386.79                            |
| Town of Madison          | 42331591   | \$411,421,000           | 972           | \$411,421,000          | \$705.70                              |
| Town of Middleton        | 429598384  | \$1,144,519,600         | 9862          | \$1,144,519,600        | \$2,484.25                            |
| Town of Rutland          | 979427582  | \$246,076,600           | 22485         | \$246,076,600          | \$2,016.39                            |
| Town of Springdale       | 985782111  | \$300,468,200           | 22630         | \$300,468,200          | \$2,110.96                            |
| Town of Springfield      | 1007666638 | \$388,149,500           | 23133         | \$388,149,500          | \$2,282.85                            |
| Town of Verona           | 669199669  | \$279,077,300           | 15363         | \$279,077,300          | \$1,548.94                            |
| Town of Vienna           | 988676530  | \$217,023,800           | 22697         | \$217,023,800          | \$1,987.01                            |
| Town of Westport         | 580394699  | \$751,351,800           | 13324         | \$751,351,800          | \$2,129.43                            |
| Village of Windsor       | 797672798  | \$672,754,500           | 18312         | \$672,754,500          | \$2,371.20                            |
| Village of Belleville    | 46195151   | \$150,656,600           | 1060          | \$150,656,600          | \$600.00                              |
| Village of Black Earth   | 23900011   | \$104,028,000           | 549           | \$104,028,000          | \$600.00                              |
| Village of Blue Mounds   | 24437253   | \$66,626,500            | 561           | \$66,626,500           | \$600.00                              |
| Village of Brooklyn      | 15503936   | \$63,859,100            | 356           | \$63,859,100           | \$600.00                              |
| Village of Cambridge     | 36734836   | \$130,758,500           | 843           | \$130,758,500          | *\$600.00*                            |
| Village of Cottage Grove | 107817071  | \$628,219,800           | 2475          | \$628,219,800          | \$1,149.73                            |
| Village of Cross Plains  | 48685955   | \$352,785,100           | 1118          | \$352,785,100          | \$625.83                              |
| Village of Deerfield     | 60078351   | \$196,967,700           | 1379          | \$196,967,700          | \$600.00                              |

|                            |              |                 |  |        |                  |             |
|----------------------------|--------------|-----------------|--|--------|------------------|-------------|
| Village of DeForest        | 210521274    | \$884,475,500   |  | 4833   | \$884,475,500    | \$1,716.84  |
| Village of Maple Bluff     | 19639003     | \$367,883,200   |  | 451    | \$367,883,200    | \$600.59    |
| Village of Marshall        | 63875110     | \$191,837,300   |  | 1466   | \$191,837,300    | \$600.00    |
| Village of Mazomanie       | 49567696     | \$152,035,600   |  | 1138   | \$152,035,600    | \$600.00    |
| Village of McFarland       | 97500917     | \$794,452,100   |  | 2238   | \$794,452,100    | \$1,389.04  |
| Village of Mount Horeb     | 89955380     | \$615,899,600   |  | 2065   | \$615,899,600    | \$1,100.87  |
| Village of Oregon          | 121441716    | \$937,955,600   |  | 2788   | \$937,955,600    | \$1,650.53  |
| Village of Shorewood Hills | 22377596     | \$549,651,400   |  | 514    | \$549,651,400    | \$885.70    |
| Village of Waunakee        | 188839599    | \$1,495,458,900 |  | 4335   | \$1,495,458,900  | \$2,623.57  |
| <b>TOTAL CONTRIBUTION</b>  | 33666684537  | 53916406550     |  | 275694 | \$26,233,961,200 | \$63,800.00 |
| <b>ROUNDING</b>            | 336666418061 |                 |  |        |                  | \$0.00      |

|                                       |  |  |  |  |  |          |
|---------------------------------------|--|--|--|--|--|----------|
| <b>Regional Partner Contributors:</b> |  |  |  |  |  |          |
| ATC                                   |  |  |  |  |  | \$9,400  |
| MMSD                                  |  |  |  |  |  | \$9,400  |
| MG&E                                  |  |  |  |  |  | \$9,400  |
| WI DOT                                |  |  |  |  |  | \$9,400  |
| UW Police                             |  |  |  |  |  | \$600    |
| Total                                 |  |  |  |  |  | \$38,200 |