

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Safety Communications	CONTRACT/ADDENDUM #: 12562																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: left;">Contract</th> <th style="width: 50%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">↓</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Co Lessee</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	↓	↓	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Co Lessee	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other:	<input type="checkbox"/>
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<input type="checkbox"/> Other:	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																					
3. Term of Contract or Addendum: From: <u>November 6, 2015</u> To: <u>November 5, 2044</u>																					
4. Amount of Contract or Addendum \$ <u>0</u>																					
5. Purpose: Lease radio tower site for DaneCom interoperable voice communications system																					
6. Vendor or Funding Source: Mid-West Family Broadcasting Group, Inc.																					
7. MUNIS Vendor Code: 10722																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																					
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																					
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 Res. 293</u>																					
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																					
14. Director's Approval																					

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
Received	_____	<u>10/29/15</u>	_____
Controller	_____	_____	<u>10/29/15</u>
Corporation Counsel	_____	<u>10/30/15</u>	<u>10/30/15</u>
Risk Management	_____	<u>10/29/15</u>	<u>10/29/15</u>
ADA Coordinator	_____	<u>10/29/15</u>	<u>10/29/15</u>
Purchasing Agent	_____	_____	<u>10/29/15</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address Mid-West Family Broadcasting Group, Inc. 730 Rayovac Dr Madison, WI 53711
Contact Person John Bauer
Phone No. 608-273-1000
E-mail Address john.bauer@midwestfamilybroadcasting.com

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Rich McVicar, Technical Services Manager</u> Dept.: <u>Public Safety Communications</u>
Phone: <u>608-283-2911</u> Mail Address: <u>210 MLK Rm 109</u>
E-mail: <u>mcvicar@countyofdane.com</u> Madison, WI <u>53703-3342</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 29 October 2015

Signed: 

Telephone Number: 608-283-2911

Print Name: Rich McVicar

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**TOWER CONSTRUCTION, AND
TOWER AND GROUND SPACE LEASE AGREEMENT**

THIS TOWER CONSTRUCTION, AND TOWER AND GROUND SPACE LEASE AGREEMENT (hereafter, this "Agreement") dated _____, 2015, sets forth lease provisions which have been mutually agreed to by and between **MID-WEST MANAGEMENT INC**, a Wisconsin corporation (hereinafter "Mid-West") and **DANE COUNTY**, a Wisconsin municipality (hereinafter "Dane").

RECITALS

A. Mid-West owns in fee simple real estate located at 616 Wedvick Road, Deerfield, Wisconsin and legally described on the attached **Exhibit A** (hereinafter the "Real Estate"), which is dedicated to be used for the erection of radio towers, anchors and radio station equipment buildings thereon.

B. Mid-West currently owns a 525-foot-tall guyed-style communications tower located upon the Real Estate (hereinafter the "Existing Tower") and the shelter located upon the Real Estate (hereinafter "Mid-West Shelter"). There is also a 12 foot wide, 336 feet long driveway running from Wedvick Road and providing access to the Existing Tower and Mid-West Shelter(the "Access Easement").

C. Mid-West desires to have a new tower constructed upon the Real Estate as depicted on the attached **Exhibit B** (hereafter the "Site Plan") (collectively hereinafter the "New Tower"). Dane is willing to pay the cost of erecting the guyed-style New Tower, removing the Existing Tower and installing a new shelter as shown on the Site Plan (hereinafter the "New Shelter") and to lease the New Tower, rent free, to Mid-West in exchange for being entitled to occupy attachment locations and space in the New Shelter as described in Section 4 below and Mid-West agrees to be responsible for post construction maintenance of the New Tower and the Access Easement. Dane will be responsible for construction and maintenance of the New Shelter.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein the parties hereby agree as follows:

1. Relationship of the Parties. The parties mutually acknowledge and agree that, Mid-West is the owner of the Real Estate. Dane is the owner of the to-be-constructed New Tower and New Shelter. Dane leases rent free the entire New Tower to Mid-West, and Mid-West in turns leases rent free the New Tower and Ground Space, as defined in Section 4 below, to Dane. Mid-West is the owner of the Mid-West Shelter and Dane is the owner of the to-be-constructed New Shelter. Each party is a separate and distinct entity from the other and, unless expressly provided herein, neither party shall be considered to be the agent of the other, nor shall either party have the general authority to enter into any contract, assume or impose any obligation or make any warranties on behalf of the other.

2. Cost, Construction and Ownership of New Tower.

A. Dane agrees to pay the cost of site preparation, planning and construction of the 525-foot-tall guyed-style New Tower, which shall be the same height as the Existing Tower, and the New Shelter on a concrete slab to be located on the Real Estate, all as depicted and described in the Site Plan, to be built in accordance with plans and specifications approved in advance by Mid-West. The site preparation and planning costs to be paid by Dane shall include, but are not limited to, the costs of soil testing and obtaining any necessary environmental, historic or other reports or studies required to obtain the legal authority to construct the New Tower and the New Shelter. Dane shall be responsible, at its expense, for removal of the Existing Tower.

B. Dane agrees that any such planning and construction shall be subject to, and be conducted in full compliance with, the standard review and permitting process as required under all applicable federal, state and local governmental statutes, ordinances, regulations and rules (hereinafter collectively, the "Laws").

C. Dane shall be responsible for receiving the consent for construction and filing the New Tower with the Federal Aviation Administration (FAA), in the name of Dane, as owner and Mid-West as tenant. Each party shall be responsible for filing their equipment with the Federal Communications Commission (FCC)

D. Dane will construct the New Tower and New Shelter in accordance with the plans and specifications approved in advance by Mid-West. Dane will own and hold title to the New Tower and New Shelter. Upon completion of the construction of the New Tower and New Shelter, Mid-West will assume the responsibility to repair and maintain the New Tower and Dane will assume the responsibility to repair and maintain the New Shelter. Mid-West will maintain the New Tower in the same condition as when constructed, reasonable wear and tear excepted, will prevent the New Tower from being loaded beyond its structural capacity to endure, and will continue and maintain compliance of the New Tower with all Laws including the marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA), all with any necessary assistance from Dane as owner of the New Tower. Mid-West will also maintain the Access Easement in its current condition to provide access for both Mid-West and Dane to the New Tower. Dane will maintain the New Shelter in the same condition as when constructed, reasonable wear and tear excepted. Dane will be responsible for the maintenance of all equipment owned by Dane and located on the New Tower and in the New Shelter.

3. Lease of Tower. Subject to the terms and conditions of this Agreement, Dane hereby leases to Mid-West on a rent free basis, and Mid-West hereby rents from Dane on a rent free basis, the entire New Tower. Subject to the terms and conditions of this Agreement, the lease of the New Tower by Dane to Mid-West and the rental of the New Tower by Mid-West

from Dane shall provide Mid-West with all rights to the New Tower as if Mid-West owned the New Tower.

4. **Lease of Tower Space and Ground Space.** Subject to the terms and conditions of this Agreement, Mid-West leases on a rent free basis to Dane, and Dane rents on a rent free basis from Mid-West, the following described premises (hereinafter the "Premises"):

"TOWER SPACE"

Space located on the Tower for the placement and affixing of the seven (7) antennas as described on the attached **Exhibit C**, and up to an additional four (4) future antennas ("Future Antennas") for up to a total of eleven (11) antennas and signal carriage lines which Dane may require for its present and future operations from time to time throughout the duration of this Agreement, subject to the Maximum Load Capacity as defined in Section 7, below, space for any Future Antennas shall be subject to the mutual agreement of Mid-West and Dane and Dane shall pay any cost related to the Future Antennas; and

"GROUND SPACE"

Up to six hundred (600) square feet of ground space at the base of the New Tower for the placement of the New Shelter upon a poured concrete foundation, in which Dane shall be entitled to house, attend, and operate its communications base station equipment, as well space for an auxiliary power generator and other equipment, all as shown on the Site Plan. The New Shelter shall at all times be the personal property of Dane and unless otherwise mutually agreed upon by the parties, upon the expiration or termination of this Agreement, Dane shall remove the New Shelter from the Real Estate.

5. **Privileges Appurtenant.** Mid-West hereby confers upon Dane the following described privileges appurtenant to the Premises, which shall be irrevocable for the duration hereof:

A. To extend and connect lines for signal carriage between Dane's New Shelter and Dane's antennas upon the New Tower.

B. To extend and connect lines across the Ground Space and the Real Estate for utility services between Dane's New Shelter and suitable utility company service connection points pursuant to the approved Site Plan.

C. To travel between the Premises and the public way over the Access Easement and other suitable routes which Mid-West regularly uses; and

D. To traverse upon the Real Estate as reasonably necessary to accomplish Dane's purposes as contemplated herein.

E. To obtain all licenses and permits (hereafter, "Governmental Approvals") required for construction of the New Tower and Dane's use of the Premises.

F. To perform surveys, soil tests, and other engineering studies to determine the suitability of the Real Estate for constructing the New Tower per the approved Site Plan, and to verify that the Real Estate is acceptable according to Dane's engineering specifications and system design. Mid-West is to be given at least twenty-four (24) hours advance notice of any testing to be conducted on the Real Estate.

G. Dane shall provide advance notice to Mid-West of its testing and construction activities and Dane's testing and construction activities shall not unreasonably interfere with or prevent Mid-West's usual and customary use of the Real Estate and the Existing Tower.

6. **Term.** The term of the leases under this Agreement shall be for thirty (30) years. If at the end of the 30 year term the parties do not mutually agree to extend the term of this Agreement or otherwise amend or modify the terms of this Agreement, then Dane shall, within one hundred eighty (180) days after the end of the term of this Agreement, remove all of its equipment from the New Tower and remove all of its equipment and the New Shelter from the Real Estate. If at the end of the 30 year term the parties do not mutually agree to extend the term of this Agreement or otherwise amend or modify the terms of this Agreement, Mid-West shall take title to the New Tower and shall be responsible for all costs, liability and expense for the use or removal of the New Tower.

7. **Use of Premises.** Dane shall be entitled to use the Premises to install, operate, repair, replace, upgrade and maintain thereon an emergency communications system for police, fire and public safety known currently as the "Dane Com System", including system networking, station control, performance monitoring functions, and emergency power generating functions. Dane's use of the Premises shall at all times comply with and conform to all Laws, shall not cause interference to Mid-West or any Protected User of the New Tower site as defined below, and shall be subject to Mid-West's review and approval regarding Dane's placement on the New Tower, method of installation, and all other matters which Mid-West deems, in Mid-West's reasonable opinion, to affect Mid-West's own operations or interests which are not inconsistent with the terms and conditions of this Agreement. Dane specifically acknowledges, covenants and agrees that at no time and under no circumstances shall its use of the Premises be inconsistent with or cause interference to Mid-West's use of the New Tower for the purpose of installing and operating its radio transmission antennas (primary transmissions and studio-to-transmitter links or STL's). Mid-West specifically acknowledges, covenants and agrees that at no time and under no circumstances shall its use of the New Tower be inconsistent with or cause interference to Dane's use of the New Tower for transmissions across the Dane Com System. Neither Dane's nor Mid-West's use of the New Tower shall cause undue stress on the New Tower. Neither Dane's nor Mid-West's use of the New Tower shall cause any present or future loading of the New Tower structure to exceed a 100% tower rating or capacity utilization as defined by the EIA/TIA-222-G Standard or any future or subsequent revised code standard embodying such language or intent ("Maximum Load Capacity").

8. **Utilities.** The parties shall each be responsible for the separate metering, billing, and payment of their respective consumption of utility services.

9. **Access.** Dane shall have unrestricted access to its New Shelter at all hours of the day or night without any requirement of supervision by Mid-West. Dane's access to the New

Tower shall be limited to work performed on Dane's behalf by a qualified tower services contractor hired at Dane's expense.

10. **Interference.** Dane's base station shall be installed and operated in a manner which does not cause interference to the operations of any Protected User. Protected User shall mean any user of the current Existing Tower or the New Tower whose claimed protected operations chronologically predate Dane's operations upon the Premises. A list of the current Protected Users is set forth in **Exhibit D** to this Agreement. Upon receipt of written notice of such interference, Dane agrees to immediately cure any such interference or, if such interference cannot immediately be cured, to temporarily reduce power or cease any offending operations, if so demanded by Mid-West, because of interference to a Protected User, until a cure at full power can be achieved. Mid-West agrees to provide similar protection from interference to Dane caused or potentially caused by any other communications carrier using the New Tower, in any situation in which Dane may be deemed to be a Protected User as defined herein. Adherence to the FCC rules and chronological incumbency as to frequencies, power levels, physical connections, and device locations are hereby agreed to be determinative in resolving interference disputes. Notwithstanding any other provision in this Agreement to the contrary, Dane covenants and agrees that its use of the Premises shall never be inconsistent with or cause interference to Mid-West's use of the New Tower for the purpose of installing and operating its radio transmission antennas (primary transmission and STLs). Mid-West shall at all times and under all circumstances be deemed to be a Protected User under the terms of this paragraph.

11. **RF Energy Safe Exposure Limits.** Mid-West and Dane mutually acknowledge and agree that the level of ambient radio frequency (RF) energy at the Tower site must not be permitted to exceed those limits allowed by the FCC as being safe for human exposure. Mid-West covenants not to admit additional users to the Tower without first evaluating their likely contribution to ambient RF energy, or if the predicted increase in levels resulting from their operations would exceed maximum permissible limits. Mid-West and Dane further agree to cooperate in the temporary reduction or elimination of RF energy during those times when workmen must ascend the New Tower.

12. **Indemnification.** Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

13. **Insurance.**

A. Dane shall maintain commercial general liability insurance coverage, including premises/operations coverage, completed operations coverage, and contractual liability coverage with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, and Two

Million Dollars (\$2,000,000.00) aggregate. Dane shall provide Mid-West with a certificate of insurance evidencing said coverage ~~and maintaining that Mid-West remain additional insured~~ TW 10/30/15 10/29/2015

B. Mid-West shall maintain commercial general liability insurance coverage, including premises/operations coverage, completed operations coverage, and contractual liability coverage with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. Mid-West shall provide Dane with a certificate of insurance evidencing said coverage ~~and maintaining Dane remain additional insured~~ TW 10/30/15 10/27/15

C. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

D. Dane shall continuously maintain in full force and effect a policy of casualty insurance covering the full replacement value of the New Tower, and Dane covenants to apply all proceeds from such policy to repair, restore, and replace the New Tower if it is damaged or destroyed.

14. **Default.** If Mid-West or Dane fails to comply with any provisions of this Agreement which the other party claims to be a default hereof, the party making such claim shall serve written notice of default 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 the default. Such grace period shall automatically be extended for one additional thirty (30) day period, provided the defaulting party makes a good faith showing of their diligent and continuous efforts toward a cure. Such grace period shall not apply, however, in the event of a default for interference, which instead shall require immediate and effective curative action.

15. **Mid-West Right of First Refusal.** Prior to any sale or transfer of the New Tower by Dane, Dane shall provide Mid-West written notice ("Written Notice") of Dane's desire to transfer the New Tower, which shall include the terms of the transfer and the identity of the transferee. Upon receipt of the Written Notice, Mid-West shall have thirty (30) days to elect to purchase the New Tower at the price of One Dollar (\$1), by delivery of written notice of election to purchase to Dane. If Mid-West elects to purchase the New Tower, the closing on the sale and purchase of the New Tower shall occur within Thirty (30) days of the date of delivery of the written election to purchase by Mid-West. At the closing on the sale and purchase of the New Tower, Dane shall deliver a bill of sale for the New Tower, free and clear of all liens and encumbrances in exchange for payment of the purchase price of One Dollar (\$1). If Mid-West does not elect to exercise its option to buy the New Tower, Dane may sell the New Tower to a third party and transfer Dane's rights and obligations under this Agreement to a third party buyer, provide

16. **Property Taxes.** As the owner of the New Tower and New Shelter, Dane shall be responsible for the payment of property taxes on the New Tower and New Shelter, if any.

Mid-West as the owner of the Real Estate and the Mid-West Shelter shall be responsible for the payment of the property taxes on the Real Estate and Mid-West Shelter.

17. No Subleasing and Future Lease Revenue. Except as otherwise mutually agreed upon by Mid-West and Dane, Dane shall not sublet the Premises, or any portion thereof, or permit the Premises to be occupied by multiple simultaneous users claiming rights or interests under Dane. Mid-West shall be entitled to all lease payments resulting from any future antenna or other leases on the New Tower.

18. Surrender. Upon the expiration of the leases under this Agreement, Dane shall remove all of its property, except the New Tower, from the Premises, which includes but is not necessarily limited to its equipment, antennas, lines, and the New Shelter and Mid-West shall purchase the New Tower for One Dollar (\$1).

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

If to Mid-West, to: Mid-West Management
730 Rayovac Drive
Madison, WI 53711
Attention: Thomas A. Walker

With a copy to: Boardman & Clark LLP
1 South Pinckney Street, Suite 410
PO Box 927
Madison, WI 53701-0927
Attention: David P. Weller

If to Dane, to: Dane County Purchasing Division
Room 425 City-County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53703 – 3345
Attention: Purchasing Division Director

With a copy to: Dane County Corporation Counsel
210 Martin Luther King Jr Blvd #419
Madison, WI 53703
Attention: Corporation Counsel

20. Miscellaneous.

A. **Binding Effect.** All of the covenants, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

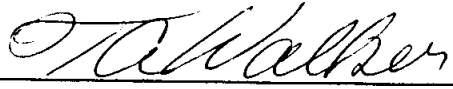
C. Modifications. This Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Tower Construction, and Tower and Ground Space Lease Agreement to be duly subscribed and are bound as of the day and year first above written.

MID-WEST MANAGEMENT, INC.

By: 
Name: THOMAS A. WALKER
Title: PRESIDENT
Date: 10/27/15

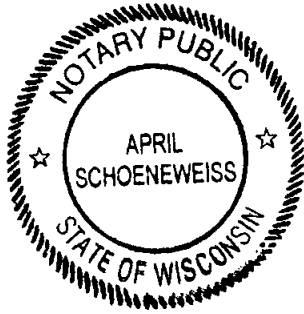
DANE COUNTY

By: _____
Name: _____
Title: _____
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 Thomas Walker, of Mid-West Management, Inc., known to me to be the same persons whose names are subscribed to the foregoing Tower Construction, and Tower and Ground Space Lease Agreement, appeared before me this day in person and acknowledged that, he/she signed the said Agreement as his/her free and voluntary act and deed of said corporation for the uses and purposes therein stated.

Given under my hand and seal this 27 day of October, 2015.



April Schoeneweiss
Notary Public

My commission expires 2/14/2016

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that (name) _____, (title) _____ of Dane County, known to me to be the same person whose name is subscribed to the foregoing Tower Construction and Tower and Ground Space Lease Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he/she signed the said Agreement as his/her free and voluntary act, and as the free and voluntary act and deed of Dane County, for the use and purposes therein stated.

Given under my hand and seal this ____ day of October, 2015.

Notary Public

My commission expires _____

EXHIBIT A
Legal Description

Lot One (1), Certified Survey Map No. 5856 recorded in Volume 27 of Certified Survey Maps, page 306 as Document No. 2141833, located in the Village of Deerfield, Dane County, Wisconsin.

EXHIBIT B

Site Plan

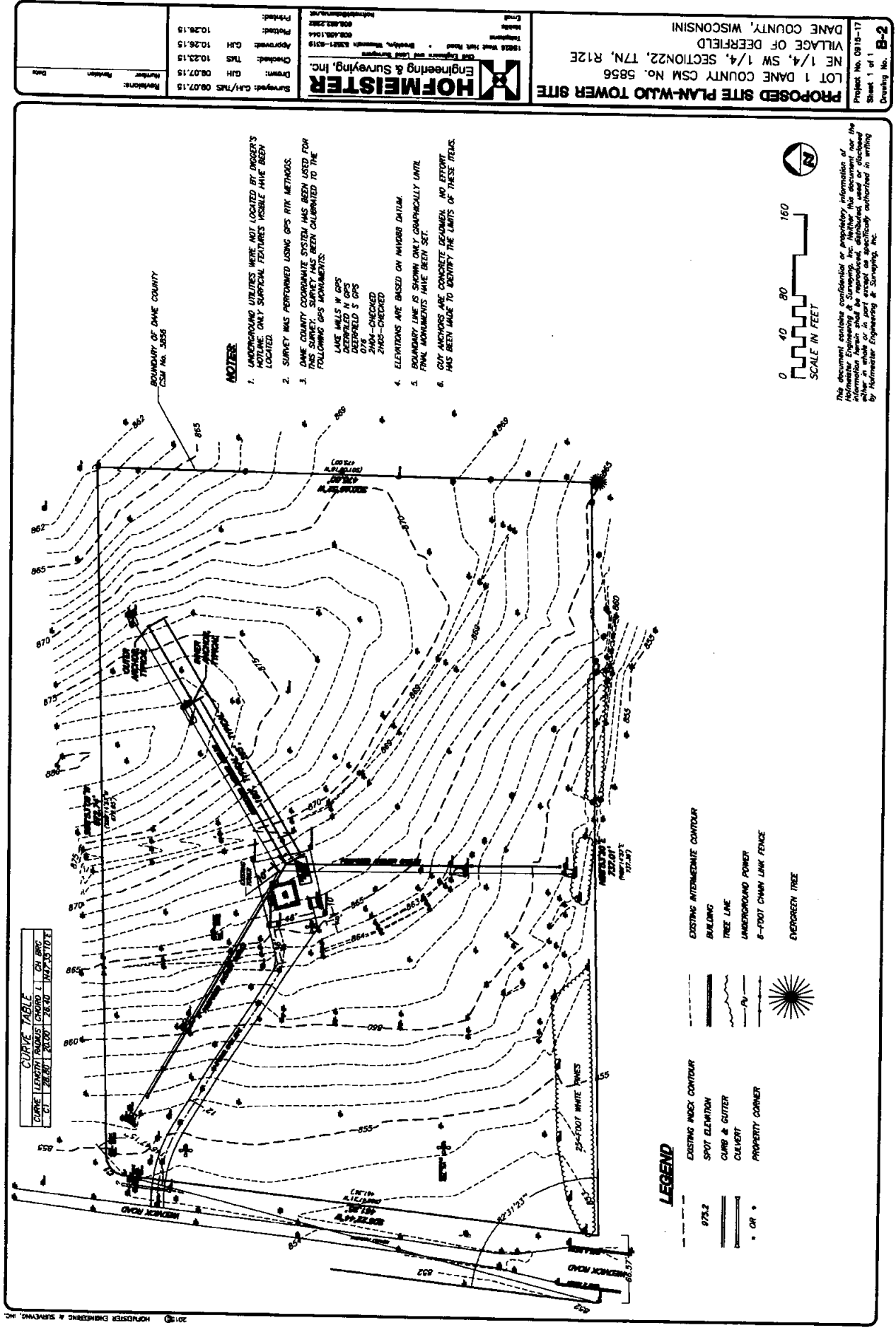


EXHIBIT C
Antenna Locations

Site Name	Coordinates	Antenna Description	Color Code	Antenna Model	Antenna Size (ft)	Coax Diameter	Centerline (ft)	Azimuth*
WJJO	N 43° 03' 32.0" W 89° 03' 45.0"	P25 RX	1	SD212-SF2P4SNM	10	1-5/8"	392	130°
		Analog Tactical RX		SD212-SF2P4SNM	10	1-5/8"	392	310°
		P25 TX 1	2	SD212-SF2P4SNM	10	1-5/8"	323	110°
		P25 TX2	3	SD212-SF2P4SNM	10	1-5/8"	323	110°
		Analog Tactical TX		SD212-SF2P4SNM	10	1-5/8"	272	310°
		Microwave to Sun Prairie	2	PAD6-59A w/radome	8	E60	217	311.7°
		Microwave to Rockdale	1	PAD6-59B w/radome	6	E60	130	183.3°

EXHIBIT D
Protected Users

1. Mid-West Management, Inc.
2. Enbridge Energy, Limited Partnership