

# Dane County Contract Cover Sheet

Revised 01/2025

RES 300  
SIGNIFICANT

<b>Dept./Division</b>	Public Safety Communications		
<b>Vendor Name</b>	US Cellular	<b>MUNIS #</b>	
<b>Brief Contract Title/Description</b>	US Cellular will replace current DaneCom tower with an updated structure and the County will not collect monthly rent from US Cellular for 240 months.		
<b>Contract Term</b>	240 Months		
<b>Contract Amount</b>	\$638,000		

<b>Contract #</b> Admin will assign	15730
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input checked="" type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input checked="" type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Luis Bixler	<b>Name</b>	Shaun Hemsted
<b>Phone #</b>	608-267-2507	<b>Phone #</b>	515-707-0137
<b>Email</b>	bixler.luis@danecounty.gov	<b>Email</b>	gssmidwest.com
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)	
	<input type="checkbox"/> Cooperative Contract	<b>Contract Name &amp; #</b>
	<input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

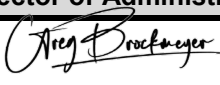

MUNIS Req.	Req #	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$
	Year	Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	300
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.		<b>Year</b>
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Bixler, Luis	Digitally signed by Bixler, Luis Date: 2025.01.28 15:05:11 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 1/28/25	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, February 20, 2025 8:18 AM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15730  
**Attachments:** 15730.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 2/20/2025 9:38 AM	Approve: 2/20/2025 9:38 AM
	Rogan, Megan	Read: 2/20/2025 8:39 AM	Approve: 2/20/2025 8:45 AM
	Gault, David	Read: 2/20/2025 10:42 AM	Approve: 2/20/2025 10:47 AM
	Stavn, Stephanie	Read: 2/20/2025 10:38 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15730  
Department: Public Safety Communications  
Vendor: US Cellular  
Contract Description: Tower & Ground Space Lease (Res 300)  
Contract Term: 20 years  
Contract Amount: \$638,000

Thanks much,  
Michelle

*Michelle Goldade*  
Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1 **2024 RES-300**

2  
3 **US CELLULAR REPLACEMENT OF EISNER TOWER**

4  
5 Public Safety Communications' (PSC) maintains radio towers that allow the functionality of the  
6 DaneCom radio system. One of these towers is the Eisner tower located at 5419 Reeve Road  
7 in the Village of Mazomanie. The Eisner tower is over 30 years old and due to age should be  
8 replaced. US Cellular currently rents space on the Eisner radio tower and has offered to build a  
9 new tower that is more structurally sound and has the ability to accommodate advanced cellular  
10 equipment in exchange for abated rent for a period of 240 months totaling \$638,000.

11  
12 NOW, THEREFORE BE IT RESOLVED that Dane County does hereby approve the agreement  
13 between US Cellular and Dane County.

**TOWER AND GROUND SPACE LEASE**

This Tower and Ground Space Lease (the "Lease") is made by and between County of Dane, a quasi-municipal corporation, whose address is Room 425 City County Building, 210 Martin Luther King, Jr., Boulevard, Madison, Wisconsin 53709, hereinafter referred to as "Landlord", and Madison Cellular Telephone Company, a Wisconsin general partnership, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant".

WHEREAS, Landlord currently owns an one hundred eighty (180) foot guyed tower (the "old tower") located on a parcel of land (the "Site"), at a Latitude of 43°-09'-06.94" and Longitude 89°-48'-28.92" (NAD 83), with an address of 5419 Reeve Road in the Village of Mazomanie in Dane County, State of Wisconsin, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, The Tenant and Landlord are parties to a Lease dated May 23, 2000, that will expire on April 25, 2025 and both parties are desirous of continuing this relationship; and,

WHEREAS, the existing guyed tower cannot support the proposed Tenant equipment.

WHEREAS, Tenant desires to erect a replacement one hundred ninety (190) foot self-supporting tower (the "Tower"), to accommodate Landlord and Tenant's proposed equipment.

WHEREAS, Landlord and Tenant desires to have Tenant construct the new tower, and once completed deed the new tower structure to Landlord. Landlord and Tenant agree that Tenant will be entitled to rent abatement for costs incurred for the construction of the new tower, relocating Landlord's equipment and relocating Tenant's equipment.

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. Grant of Lease – Construction of Tower.

- a. Landlord hereby grants to Tenant a 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) A fourteen-foot (14') contiguous envelope of space upon the Tower at a height of one hundred seventy-two (172) feet above ground centerline for the placement and affixing of cellular antennas and other equipment, at the heights and orientations shown on Exhibit B attached hereto (hereinafter referred to as the "Tower Space"); and

- (ii) A parcel of ground space adjacent to the base of the Tower, measuring approximately twenty (20) feet by thirty (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. The Tenant will dismantle and remove the existing old tower and construct the Tower according to industry approved standards. The cost to construct the Tower will be borne by the Tenant, only subject to the rent abatement language in Section 7. The Landlord will be able to review and approve the proposed construction plans for the Tower. Once the Tower is substantially completed, title of the Tower will pass to the Landlord without the need for a Bill of Sale. After completion, the Tenant will be able to move its and the Landlord's equipment from the old tower to the Tower.
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. 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.
4. Initial Term. The Lease Commencement Date will be April 26, 2025. The initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date 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 nine (9) 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) 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. Tenant's termination of the Lease shall result in Tenant forfeiting any remaining amount of Rent abatement, if any, as further set forth in Section 7.
7. Rent. Tenant will be entitled to Rent abatement of the total costs of relocating the tower. These costs are agreed by both parties to be six hundred and thirty-eight thousand (\$638,000.00) dollars. The abatement period will be for two hundred and forty (240) months in which Tenant will not be obligated to pay any rent to Landlord. Commencing on the twentieth (20<sup>th</sup>) anniversary of the Commencement Date (January 1, 2045), Tenant shall pay Rent to Landlord in the amount of three thousand three hundred and fifty (\$3,350.00) dollars per month, the first payment of which shall be due within thirty (30) days of January 1, 2045, 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. Tenant's Reserved Loading.
  - a. During the Term of this Lease, but subject to Section 20, Tenant shall have the right to use, operate, monitor, maintain, repair, replace, supplement and upgrade any Equipment described in Exhibit B at any time provided said Equipment does not exceed the following specifications: i) thirty thousand (30,000) square inches of available wind load surface area within the Tower Space and ii) a total of six (6) coaxial cables measuring no more than 1 and 5/8" inches, as measured by current industry standards (the "Maximum Tower Loading"). Landlord and Tenant acknowledge and agree that there shall be no increase in the Rent and Landlord may not charge Tenant any expense, cost, fee or payment of any kind or require Landlord's approval, so long as such Equipment does not extend outside of the Tower Space or exceed the Maximum Tower Loading. Prior to replacing supplementing or upgrading said Equipment, Tenant shall provide written notice and reasonable documentation to Landlord establishing criteria i) and ii) above have been met, and Landlord shall acknowledge same in writing within 10 days of receipt of Tenant's notice.
  - b. Landlord and Tenant further agree that there shall be no structural analysis fee associated with Equipment modifications made by Tenant at the Site so long as such modifications to the Equipment do not extend outside of the Tower Space or exceed the Maximum Tower Loading; provided, however, that Landlord reserves the right to require a new structural analysis, at Tenant's sole cost and expense, in the event there has been a change in the applicable structural standards or applicable laws (including, but not limited to, ANSI TIA Rev. G or any future standard that replaces ANSI TIA

Rev. G) from the structural standards and laws applicable to the initial installation of Tenant's Equipment; and further, provided, however, that Landlord reserves the right to require a new structural analysis, at Tenant's sole cost and expense and prior to such modifications occurring, in the event that any governmental or quasi-governmental authority having jurisdiction over the Site requires a new structural analysis. Tenant's cost for structural analyses shall be comparable with the then current industry standard rate for structural analyses. Any modifications necessary to the Tower at the Site shall be completed by Landlord, at Tenant's sole cost and expense, to accommodate Tenant's use of the Tower Space on the Tower beyond the Maximum Tower Loading. Tenant's obligation to pay for said Tower modifications shall be limited to the Tower modifications required for the Tower to accommodate Tenant's additional loading and shall not include any other party's tower loading or Landlord's future Tower structural capacity requirements.

- c. Any Equipment which does extend outside of the Tower Space or exceed the Maximum Tower Loading shall be priced at eight cents (\$.08) per square inch.
9. Adjusted Rent. Commencing on January 1, 2046 and throughout the duration of the Lease as renewed and extended, the Rent shall be increased by two percent (2%) over the previous year's Rent.
10. 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.
11. 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. If applicable, Landlord shall have the right to request Tenant's relocation once during any ten (10) year period for the purpose of completing general maintenance or painting

to or on the Tower, so long as Landlord provides Tenant with six (6) months advance notice in writing to Tenant. This notice requirement shall not affect 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. In the event of a relocation request under this Section, Tenant agrees to cover the costs of relocating its equipment. If such approval is to include going through any permitting process of the Landlord, Landlord shall waive any permit fees for Tenant for its reinstallation. Landlord shall provide space satisfactory to Tenant in order for Tenant to operate temporary cellular facilities during the course of any maintenance that cannot be completed without Tenant's relocation. Landlord shall take all steps possible to ensure that Tenant is off the Tower for the minimum length of time possible.

12. 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").
13. FCC and FAA Tower Registration. Landlord warrants to Tenant that the Tower shall be registered 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 take all necessary actions to register the Tower. Landlord shall provide Tenant with a copy of the FCC and FAA tower registration.
14. 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.
15. 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.
16. 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.
17. 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.
18. No Indemnification. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Lease. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any



other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.

19. 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 list Landlord as an additional insured by endorsement on its general liability policy. 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.

20. Interference. Tenant acknowledges and agrees that Landlord uses Tower to provide public safety communications services for Dane County. The parties have agreed to an initial configuration of Equipment, and Tenant represents that there will be no interference by Tenant's equipment to Landlord's proposed public safety communications services or to its equipment that will be installed on the Tower. Landlord shall not knowingly permit its subsequent 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 cause to be discontinued the operation of any subsequent tenant's 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 terminate this Lease. Tenant will ensure that its Equipment will not interfere with the Landlord's public communication services or any pre-existing users on the Tower. Tenant further agrees that any use, operation, monitoring, maintenance, repair, replacement, supplement and upgrades to its Equipment as set forth in Section 8 shall not interfere with Landlord's public safety communication services. In the

event Landlord determines, based on standard and accepted engineering practices, that Tenant's Equipment is interfering with Landlord's public communication services, Tenant shall, within forty-eight (48) hours of notification, take all steps reasonably necessary to eliminate the interference, with the exception of ceasing Tenant's operations. If Tenant cannot eliminate or resolve such interference within the forty-eight (48)-hour period, Landlord shall have the right to require Tenant to turn off its Equipment and only turn on its Equipment during off-peak hours in order to test whether such interference continues or has been satisfactorily eliminated. In the event that Tenant is unable to resolve or eliminate the interference within thirty (30) days from the initial notification of such interference, Tenant shall immediately remove or cease operations of the objectionable Equipment; and Landlord and Tenant shall each have the right to terminate this Agreement upon notice to the other. When used in this section, "interference" shall mean either (i.) interference within the meaning of the rules and regulations of the Federal Communications Commission (FCC) then in effect; (ii.) a material impairment of the quality of either sound or picture signals or transmission and reception activity of any tenant; or (iii.) physical interference.

21. 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.
22. Attorneys' Fees and Expenses. Intentionally Deleted.
23. 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.
24. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined 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.
25. Assignment of Tenant's Interest. Tenant's interest under this Lease may be freely assigned in connection with the transfer of Tenant's FCC authorization to operate a commercial mobile radio base station on the Premises, so that the name and identity of the holder of Tenant's interest hereunder can be consistent with the name and identity of the holder of said FCC authorization. In addition, Tenant may assign or otherwise transfer its interest in this Lease without Landlord's consent to any affiliate subsidiary, Parent Corporation or a company that controls a majority of Tenant's assets, whether by acquisition or merger or transfer of FCC license to operate a wireless voice/data services. Any other assignment of this Lease or sublease of the Premises by Tenant shall require Landlord's prior written consent which

consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

26. 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. Notwithstanding the foregoing, Landlord agrees to protect and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.
27. 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.
28. 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.
29. 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 an overnight delivery service, on the date the delivery is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: Madison Cellular Telephone Company  
Attention: Real Estate Lease Administration  
8410 West Bryn Mawr Avenue  
Chicago, Illinois 60631  
Phone: 1-866-573-4544

LANDLORD: Dane County  
Attention: Public Safety Communications Director  
210 Martin Luther King Jr. Boulevard, Room 109  
Madison, Wisconsin 53703  
Phone: 608-267-2507

30. 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.
31. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property from the Premises and surrender the Premises to Landlord in good condition, reasonable wear and tear excepted.
32. Tenant's Self-Help. If Landlord notifies Tenant that it shall not make urgently needed repairs to Tower that are required to protect Tenant's Equipment, Tenant shall have the right, but not the obligation, upon giving the Landlord at least seven (7) days prior written notice of its election to do so 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.
33. 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.
34. 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.
35. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may

reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.

36. 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.
37. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
38. 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.
39. Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-ten percent (110%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.
40. 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.
41. 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.
42. Modifications. This Lease may not be modified, except in writing signed by both parties.
43. 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.

44. Non-binding until Full Execution. Both parties agree that this Lease is not binding either party until both parties execute the Lease.
45. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or 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.
46. No Exclusive Rights. Notwithstanding any other provision in this Agreement, Landlord shall have the right to co-locate other carriers on the Tower and on the Premises.
47. Termination of Existing Lease. Upon the Commencement Date of this Lease, the previous Lease between the parties dated May 23, 2000 is hereby terminated.

[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: County of Dane

TENANT: Madison Cellular Telephone Company

By: United States Cellular Operating Company LLC, being one of its General Partners

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

By: Denise Lintz

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

Printed: Denise Lintz

Title: \_\_\_\_\_

Title: Vice President

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

Date: JAN 07 2025

[NOTARY PAGE TO FOLLOW]

STATE OF WISCONSIN )  
 )  
COUNTY OF DANE )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_, 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 \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
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 DENISE LINTZ, 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/her authority, he/she signed the said Lease as his/her free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 7 day of January, 2025.

Denise M. Doyle  
Notary Public

My commission expires \_\_\_\_\_





**EXHIBIT A**

Legal Description of Landlord's Property

A part of Lot 1 of Certified Survey Map No. 6051, recorded in Volume 29 of Certified Survey Maps, Page 36, Document No. 2188118 and being part of the NW ¼ of the SE ¼ of Section 20, Township 8 North, Range 6 East, Town of Black Earth, Dane County, Wisconsin.

### EXHIBIT B

### Tower Space

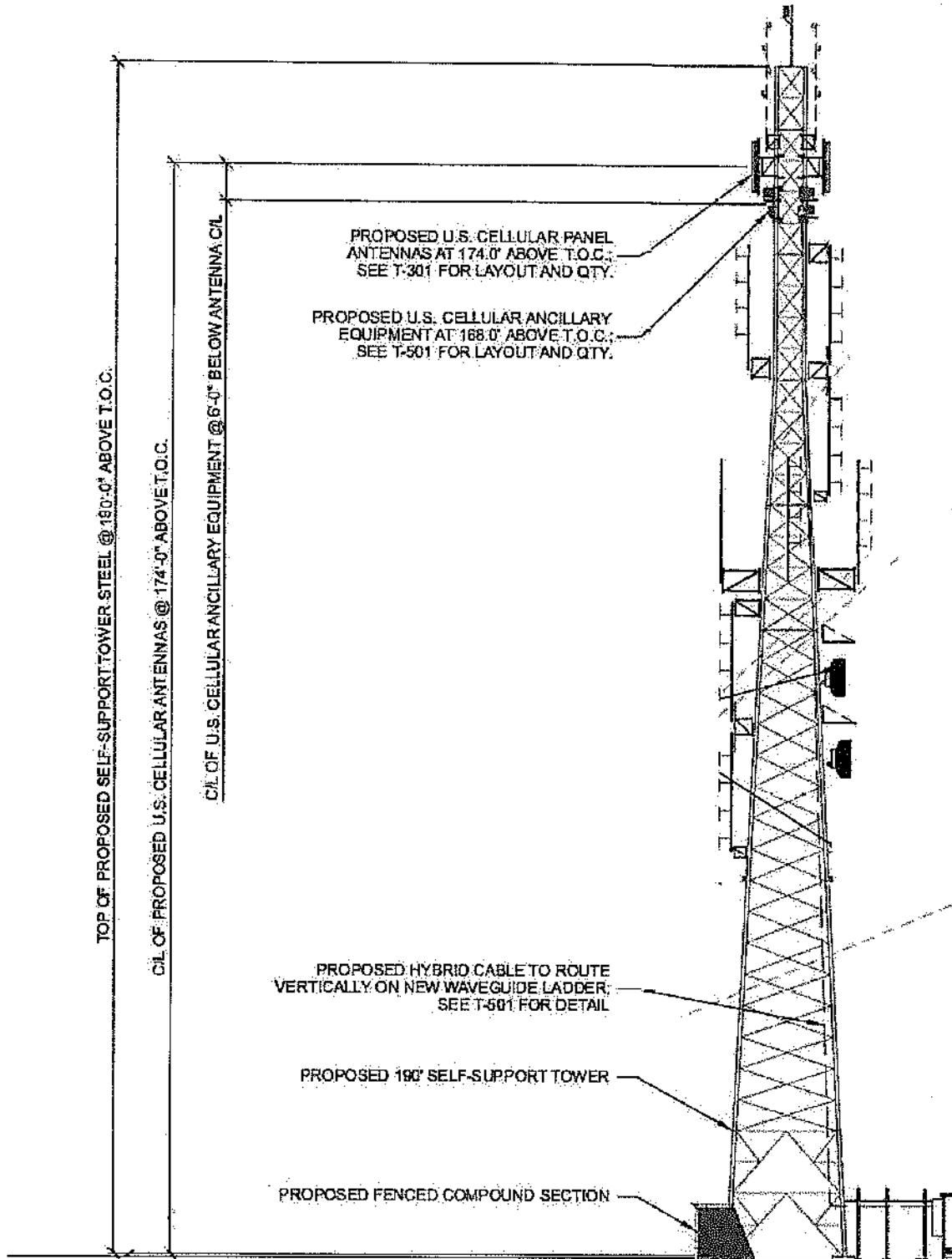
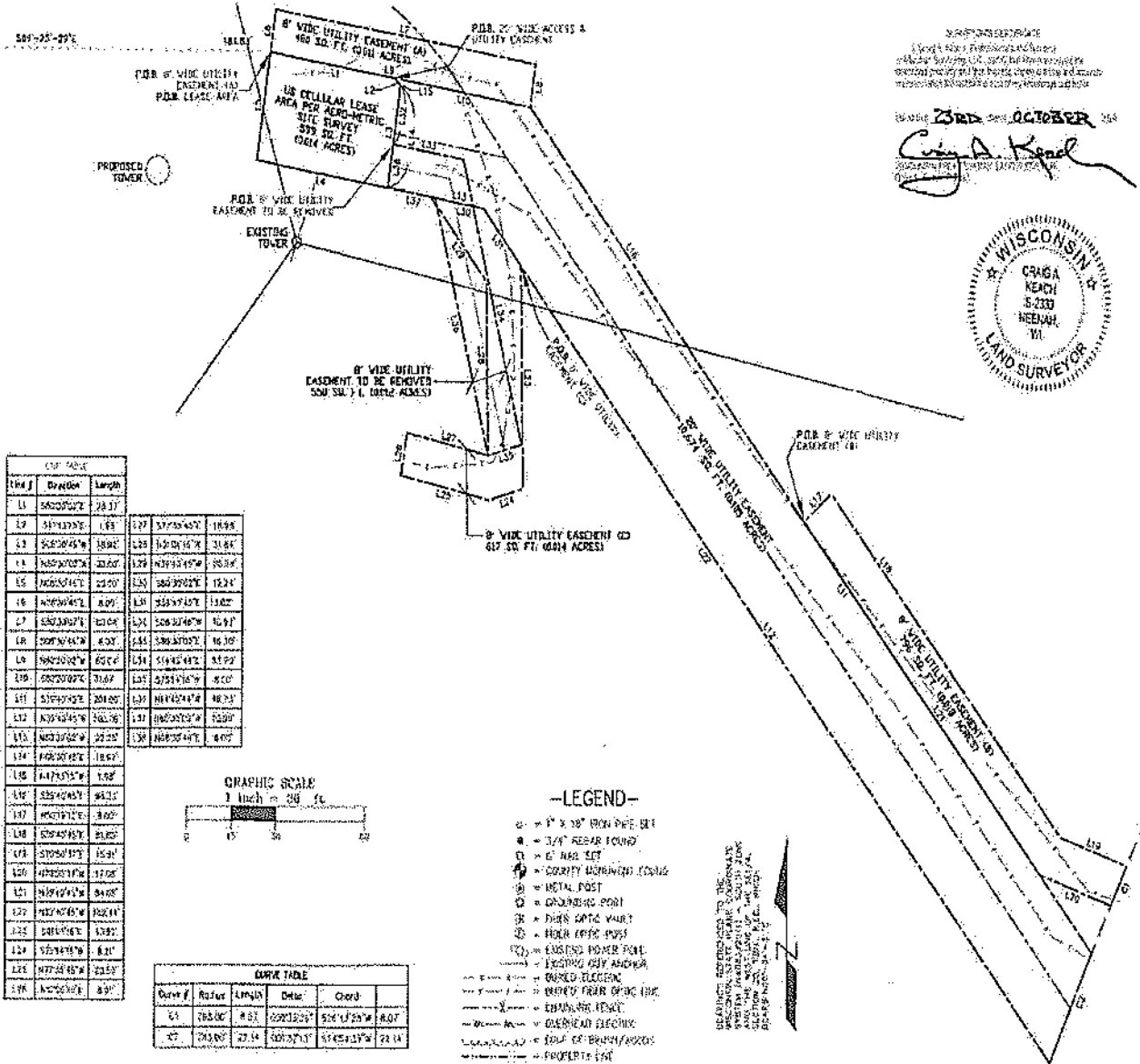


EXHIBIT C

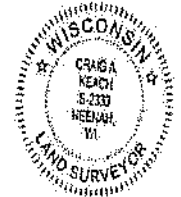
Tenant's Site Plan and Lease Area Legal Description



WISCONSIN  
CRAIG KEACH  
3-2333  
WISCONSIN  
LAND SURVEYOR

DATE: 23RD OCTOBER 2014

*Craig A. Keach*



LINE #	Direction	Length	Point	Distance	Point
11	S62°50'00"W	28.11'			
12	S17°13'35"E	1.83'	127	S77°05'45"E	18.98'
13	S45°38'45"W	18.80'	128	S12°01'14"W	31.84'
14	S65°30'00"W	23.60'	129	N0°53'15"W	38.34'
15	N65°51'14"E	22.90'	130	S65°39'02"E	15.34'
16	N0°00'00"E	8.00'	131	S53°37'45"E	13.02'
17	S50°30'00"E	10.00'	132	S58°31'46"W	10.61'
18	S09°30'00"W	4.50'	133	S38°37'07"E	16.10'
19	S65°30'00"W	60.00'	134	S14°45'49"E	33.22'
20	S02°30'00"E	31.60'	135	S75°11'16"W	8.00'
21	S10°45'00"E	20.00'	136	N0°45'00"E	48.33'
22	N30°45'00"W	50.76'	137	N0°30'00"W	20.00'
23	N03°30'00"W	22.25'	138	N08°30'45"E	4.00'
24	N52°30'45"E	18.63'			
25	N44°30'55"W	1.50'			
26	S25°40'45"E	84.25'			
27	N50°30'00"E	3.00'			
28	S10°30'00"E	15.00'			
29	N0°30'00"E	17.00'			
30	N45°45'00"W	34.00'			
31	N02°45'00"W	208.11'			
32	S45°45'00"E	13.00'			
33	S52°45'00"W	8.11'			
34	N77°45'00"W	23.53'			
35	N25°30'00"E	8.00'			



-LEGEND-

- = 1" x 18" IRON PIPE SET
- = 1/4" REBAR FOUND
- = 6" IRON SET
- ⊕ = CONCRETE FOUNDATION FOUND
- ⊙ = METAL POST
- ⊗ = CHURNING POINT
- ⊘ = IRON PIPE W/ HUB
- ⊙ = IRON PIPE POST
- ⊗ = EXISTING POWER POLE
- ⊙ = EXISTING IRON ANCHOR
- ⊙ = BORED PILE
- ⊙ = EXISTING IRON PIPE (HUB)
- ⊙ = CONCRETE FOUND
- ⊙ = OVERHEAD ELECTRIC
- ⊙ = 1/4" x 18" IRON PIPE
- ⊙ = PROPERTY LINE

Curve #	Radius	Length	Delta	Coord
1	783.00'	8.51'	69°12'29"	551'12.51' N, 0.07'
2	283.00'	27.14'	58°53'31"	574'53.14' N, 72.14'

**EXHIBIT C (continued)**  
**GROUND SPACE AREA**

Being a part of Lot One (1) of Certified Survey Map No. 6051 Recorded in Volume 29 on Page 36 of Dane County Certified Survey Maps as Document No. 2188118 and being located in Northwest (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty (20), Township Eight (8) North, Range Six (6) East, Town of Black Earth, Dane County, Wisconsin containing 599 square feet (0.014 acres) of land and being described by:

Commencing at the South Quarter Corner of said Section 20; thence  $N00^{\circ}-34'-31''E$  (Recorded as  $N01^{\circ}-01'-18''E$ ) 1354.97 feet along the west line of the SE1/4 of said Section 20; thence continue  $N00^{\circ}-34'-31''E$  (Recorded as  $N01^{\circ}-01'-18''E$ ) 236.11 feet along said west line; thence  $S89^{\circ}-25'-29''E$  181.83 feet to the point of beginning; thence  $S80^{\circ}-30'-02''E$  28.37 feet; thence  $S47^{\circ}-13'-15''E$  1.98 feet; thence  $S08^{\circ}-30'-46''W$  18.92 feet; thence  $N80^{\circ}-30'-02''W$  30.00 feet; thence  $N08^{\circ}-30'-46''E$  20.00 to the point of beginning. Being subject to any and all easements and restrictions of record.

**8 FOOT WIDE UTILITY EASEMENT (A)**

Being a part of Lot One (1) of Certified Survey Map No. 6051 Recorded in Volume 29 on Page 36 of Dane County Certified Survey Maps as Document No. 2188118 and being located in Northwest (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty (20), Township Eight (8) North, Range Six (6) East, Town of Black Earth, Dane County, Wisconsin containing 480 square feet (0.011 acres) of land and being described by:

Commencing at the South Quarter Corner of said Section 20; thence  $N00^{\circ}-34'-31''E$  (Recorded as  $N01^{\circ}-01'-18''E$ ) 1354.97 feet along the west line of the SE1/4 of said Section 20; thence continue  $N00^{\circ}-34'-31''E$  (Recorded as  $N01^{\circ}-01'-18''E$ ) 236.11 feet along said west line; thence  $S89^{\circ}-25'-29''E$  181.83 feet to the point of beginning; thence  $N08^{\circ}-30'-46''E$  8.00 feet; thence  $S80^{\circ}-30'-02''E$  60.04 feet; thence  $S08^{\circ}-30'-46''W$  8.00 feet; thence  $N80^{\circ}-30'-02''W$  60.04 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

**8 FOOT WIDE UTILITY EASEMENT (B)**

Being a part of Lot One (1) of Certified Survey Map No. 6051 Recorded in Volume 29 on Page 36 of Dane County Certified Survey Maps as Document No. 2188118 and being located in Northwest (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty (20), Township Eight (8) North, Range Six (6) East, Town of Black Earth, Dane County, Wisconsin containing 796 square feet (0.018 acres) of land and being described by:

Commencing at the South Quarter Corner of said Section 20; thence  $N00^{\circ}-34'-31''E$  (Recorded as  $N01^{\circ}-01'-18''E$ ) 1354.97 feet along the west line of the SE1/4 of said Section 20; thence continue  $N00^{\circ}-34'-31''E$  (Recorded as  $N01^{\circ}-01'-18''E$ ) 236.11 feet along said west line; thence  $S89^{\circ}-25'-29''E$  181.83 feet; thence  $S80^{\circ}-30'-02''E$  60.04 feet; thence  $S39^{\circ}-40'-45''E$  98.33 feet to the point of the beginning; thence  $N50^{\circ}-19'-12''E$  8.00 feet; thence  $S39^{\circ}-40'-45''E$  81.85 feet; thence  $S70^{\circ}-50'-37''E$  15.91 feet to a point on the west right of way line of Reeve Road and the beginning of a curve to the left; thence southwesterly along said west right of way line 8.07 feet along the arc of said curve to left, having a radius of 783.00 feet, and a chord which bears  $S26^{\circ}-43'-28''W$  8.07 feet; thence  $N70^{\circ}-50'-37''W$  17.08 feet; thence  $N39^{\circ}-40'-45''W$  84.08 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

**EXHIBIT C (continued)****8 FOOT WIDE UTILITY EASEMENT (C)**

Being a part of Lot One (1) of Certified Survey Map No. 6051 Recorded in Volume 29 on Page 36 of Dane County Certified Survey Maps as Document No. 2188118 and being located in Northwest (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty (20), Township Eight (8) North, Range Six (6) East, Town of Black Earth, Dane County, Wisconsin containing 617 square feet (0.014 acres) of land and being described by:

Commencing at the South Quarter Corner of said Section 20; thence  $N00^{\circ}-34'-31''E$  (Recorded as  $N01^{\circ}-01'-18''E$ ) 1354.97 feet along the west line of the SE1/4 of said Section 20; thence continue  $N00^{\circ}-34'-31''E$  (Recorded as  $N01^{\circ}-01'-18''E$ ) 236.11 feet along said west line; thence  $S89^{\circ}-25'-29''E$  181.83 feet; thence  $S80^{\circ}-30'-02''E$  60.04 feet; thence  $S39^{\circ}-40'-45''E$  201.00 feet to a point on the west right of way line of Reeve Road and the beginning of a curve to the left; thence southwesterly along said west right of way line 22.14 feet along the arc of said curve to left, having a radius of 783.00 feet, and a chord which bears  $S24^{\circ}-54'-35''W$  22.14 feet; thence  $N39^{\circ}-40'-45''W$  189.44 feet to the point of beginning; thence  $S01^{\circ}-01'-16''E$  40.92 feet; thence  $S75^{\circ}-14'-16''W$  8.21 feet; thence  $N77^{\circ}-35'-45''W$  20.59 feet; thence  $N10^{\circ}-06'-10''E$  8.01 feet; thence  $S77^{\circ}-35'-45''E$  18.98 feet; thence  $N01^{\circ}-01'-16''W$  31.84 feet; thence  $N39^{\circ}-40'-45''W$  20.08 feet; thence  $S80^{\circ}-30'-02''E$  12.24 feet; thence  $S39^{\circ}-40'-45''E$  13.62 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

**20 FOOT WIDE ACCESS & UTILITY EASEMENT**

Being a part of Lot One (1) of Certified Survey Map No. 6051 Recorded in Volume 29 on Page 36 of Dane County Certified Survey Maps as Document No. 2188118 and being located in Northwest (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty (20), Township Eight (8) North, Range Six (6) East, Town of Black Earth, Dane County, Wisconsin containing 10,674 square feet (0.105 acres) of land and being described by:

Commencing at the South Quarter Corner of said Section 20; thence  $N00^{\circ}-34'-31''E$  (Recorded as  $N01^{\circ}-01'-18''E$ ) 1354.97 feet along the west line of the SE1/4 of said Section 20; thence continue  $N00^{\circ}-34'-31''E$  (Recorded as  $N01^{\circ}-01'-18''E$ ) 236.11 feet along said west line; thence  $S89^{\circ}-25'-29''E$  181.83 feet; thence  $S80^{\circ}-30'-02''E$  28.37 feet to the point of beginning; thence continuing  $S80^{\circ}-30'-02''E$  31.67 feet; thence  $S39^{\circ}-40'-45''E$  201.00 feet to a point on the west right of way line of Reeve Road and the beginning of a curve to the left; thence southwesterly along said west right of way line 22.14 feet along the arc of said curve to left, having a radius of 783.00 feet, and a chord which bears  $S24^{\circ}-54'-35''W$  22.14 feet; thence  $N39^{\circ}-40'-45''W$  203.06 feet; thence  $N80^{\circ}-30'-02''W$  22.25 feet; thence  $N08^{\circ}-30'-46''E$  18.92 feet; thence  $N47^{\circ}-13'-15''W$  1.98 feet to the point of beginning. Being subject to any and all easements and restrictions of record.