

Minutes of the Town of Hull Meeting,  
County of Portage, WI, held on  
Wednesday April 19, 2017

Notation by Clerk Janet Wolle: There was a need for me to make copies of the most recent lease with U.S. Cellular Company (USCC) for board members and me. The recorder was turned on thinking Chair Holdridge would begin the meeting while I was out of the room. He did not. The following discussions took place prior to the meeting being called to order:

Holdridge: feel the two (2) issues are; one was the fire department and the other being the right of first refusal.

- Attorney Konkol to go through the lease page by page
- Most of the lease is pretty much standard language
- The arrangements are, as the lease is for potentially 5 years with rent of \$700.00 a month. There is an escalator clause of 3% a year.
- Re: the fire department, there is language stating USCC agrees not to park or leave unattended vehicles on the pump house access driveway
- In terms of the actual area I believe it is about 100' x 100 ' (10,000 square feet)
- How tall is the tower?

Jim Weinmann – 130'

Holdridge – it doesn't require a light does it?

Weinmann – usually a tower under 135' only requires a lightening rod. I think technically you are low enough

Holdridge – I thought we were low enough and would not need a light.

Holdridge – what is the range now? Some of the issues now

Weinmann – about four (4) mile coverage. The tower won't fill a huge gap due to its height. A 250' high tower would go further.

01)Call to order: by Chairperson John Holdridge at 5:40 p.m. at the Hull  
Municipal Building, 4550 Wojcik Memorial Dr., Stevens Point, WI 54482.

Present: Chair Holdridge, Supervisors Dave Wilz, Jan Way and Rick Stautz.

Excused: Supervisor David Pederson.

Others present: Clerk Janet Wolle, Attorney Bob Konkol, Engineer Dave Glodowski and US Cellular representative Jim Weinmann.

02) Pledge of Allegiance

03) Cell Tower Ground lease with U.S. Cellular

Holdridge

- About a year ago (April 29, 2016) the shift went from the proposed cell tower on Jordan Road/Wilshire Drive to the possibility of a cell tower right out here (Hull Municipal Building)
- That came about as two (2) of Hull citizens wrote directly to the president of U.S. Cellular
  - An email was sent back from the president of USCC and that shifted everything
  - It was important from our standpoint as it was a citizen taking action
- Engineer Dave Glodowski is here as we still have some questions relating to wetlands
  - The DNR representative will be here at 2:00 p.m. Thursday April 27
- The next step is it to go through the Portage County Board of adjustment
  - Correspondence has been sent to Tracy Pelky of Portage County Planning and Zoning (PCP&Z) indicating the board has formerly voted to accept this, but we of course have the lease and wetlands to be taken care of

Attorney Konkol summarized each paragraph of the lease.

- The ground lease is between the Town of Hull (Landlord) and United States Cellular Operating Company, LLC a Delaware limited liability company (Tenant)

### **GROUND LEASE**

This Ground Lease (“Lease”) is made and entered into by and between the Town of Hull, having an address at 4550 Wojcik Memorial Drive, Stevens Point, Wisconsin 54481, hereinafter referred to as “Landlord,” and United States Cellular Operating Company, LLC, a Delaware limited liability company, having an address at Attention: Real Estate Lease Management, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as “Tenant.”

WHEREAS, Landlord is the fee owner of property with an address of 4550 Wojcik Memorial Drive, located in the Town of Hull, County of Portage, State of Wisconsin legally described in Exhibit A attached hereto and incorporated by reference (the “Landlord’s Parcel”).

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord’s Parcel for Tenant’s use, as set forth in this Lease.

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 parcel (the “Leasehold Parcel”):

Approximate dimensions: 100’ x 100’

Approximate square footage: 10,000 square feet

Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as **Exhibit A** and a Site Plan of the Leasehold Parcel is attached to the Lease as **Exhibit B**.

- b. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), 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 Leasehold Parcel to inspect, examine, **conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel** (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 (as hereinafter defined) 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 Leasehold Parcel that, in the opinion of Tenant, are necessary in **Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history** of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the **feasibility or suitability** of **the Leasehold Parcel for Tenant's Permitted Use** (as hereinafter defined), all at Tenant's expense. Tenant shall restore to its prior condition any soil/ground disturbed by the Tests. **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 Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

#### **Locks in the property**

- 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) 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 W-9 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 Leasehold Parcel to the Tenant on, and subject to, the terms and conditions of this Lease.

2. **Grant of Easements.** Landlord hereby grants to Tenant an access and utility easement thirty (30) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way and to the nearest suitable utility company-approved service connection points and an additional ten (10) foot wide utility easement located immediately adjacent to the southerly sixty feet (60') of the west east side of the Leasehold Parcel and extending an additional fifteen feet (15') south of the Leasehold Parcel (the "Easements"); the lands underlying the Easements are referred to herein as the "Easement Parcel," which Easement Parcel is further described in Exhibits "A" and "B" attached hereto and incorporated herein. The Easements granted herein shall include, but not be limited to:

**Below are the rights under the easement**

- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcel,
- b. The right to improve an access road within the Easement Parcel,
- c. The right to place utility lines and related infrastructure within the Easement Parcel,
- d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of:

**Below is the temporary construction easement**

- (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel; and
  - (ii) Improving the Easement Parcel, including the right to bring in and use all necessary tools and machinery, and
- e. The **right of pedestrian and vehicular ingress and egress** to and from the Leasehold Parcel at any time over and upon the Easement Parcel. The Leasehold Parcel and the Easement Parcel are collectively referred to herein as the “Premises.” Landlord agrees to make such additional direct grants of easement as Tenant may reasonably request in order to further the purposes for which Tenant has been granted the Easements set forth in this Section 2, Landlord’s agreement not to be unreasonably withheld, delayed, or conditioned.
- f. e- If Tenant utilizes the current Hull Fire Department pump house access driveway located off of Willow Springs Drive (the “Driveway”), Tenant agrees not to park and/or leave unattended any vehicles, equipment or other material objects on the Driveway without the Landlord’s permission.

~~3. Limitation on Use of Easements. If, as part of the Easements, Tenant utilizes the current Hull Fire Department pump house access driveway located off of Willow Springs Drive (the “Driveway”), Tenant agrees not to park and/or leave unattended any vehicles, equipment or other material objects on the Driveway without the landlord’s permission.~~

43. **Use of the Premises.** Tenant shall be entitled to use the Premises to **construct, operate, modify as necessary, and maintain** thereon a **communications antenna tower** (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the “Improvements”); Tenant’s use described in this Section 3 43is hereinafter referred to as the (“Permitted

Use”). **Tenant shall have unlimited access to the Premises 24 hours per day, seven days a week. USCC and the Hull Fire Department will have a locking procedure. There will be 1 chain with two (2) different locks (one (1) lock & key for the FD; one (1) lock & key for USCC).**

**The fenced in area is 60 x 60 – in the southwest corner of the 100 x 100 easement.**

**4.5 Term of Lease.** 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) and terminating at midnight on the day in which the fifth (5<sup>th</sup>) anniversary of the Commencement Date falls.

**5.6 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”), 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 Term or any Renewal Term.**

**6.7 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 1232~~ and Tenant’s requirement to remove improvements as provided in ~~Section 2040~~ shall survive termination of the Lease.

**Discussed importance to include a time period of 60-90 days in this section.**

**Below Base Rent is after the option period**

**7.8 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 Hundred Dollars (\$700.00) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter will be due on the first day of each subsequent calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS Form W-9 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 W-9 must be supplied prior to payment by Tenant to the new Payee.

8.9 **Adjusted Rent.** On each annual anniversary of the Commencement Date throughout the duration of the Lease as renewed and extended, the **Rent shall be increased by three percent (3%) over the previous year's Rent.**

9. ~~10~~ **Utilities.** Tenant shall **solely and independently** be **responsible** for all **costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.** The word "utilities" shall mean any service that is necessary for the Tenant to conduct its operations on the Premises and "utility services" shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.

10.4 **Property Taxes.** Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord's Parcel. **Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements.** Tenant shall pay to Landlord upon Landlord's demand, any increase in real property taxes levied against Landlord's Parcel which is attributable to Tenant's use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant's Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord's requests to Tenant for reimbursement of such property taxes should be addressed to:

U. S. Cellular

P. O. Box 31369

Chicago, IL 60631-0369



In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof.

11.2 **Repairs and Maintenance.** Tenant shall be responsible for all repairs and maintenance of the Improvements, including, if applicable, snow removal if Tenant has exclusive control over its access road, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant's Premises. Landlord's maintenance shall include, but is not limited to, if applicable, to snow removal if all or part of the Easements are shared between the parties, with such snow removal obligation limited to that portion of the Easements shared by the parties.

Discussed the need for additional language re: maintenance expenditures by U.S. Cellular. This wording may be included in a different section as per Jim Weinmann. Damage might occur within 1 to 4 months with the construction.

Work out payment for snow removal by Hull of easement.

### 12.3 Mutual Indemnifications.

- 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.

(iii) Landlord – indemnification subject to protection under Wisconsin 893.80

- 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) (i) The negligence or willful misconduct of Landlord or its ~~agents, employees, agents, employees~~ or contractors; or
  - (ii) (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.

#### 13.4 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 (\$1,000,000.00). 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 (\$1,000,000.00); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000.00); 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.
- Certificate of Insurance required**

- 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 (\$1,000,000.00). 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 (\$1,000,000.00). 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.

14.5 **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 non-monetary 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.

**Necessary to ensure U.S. Cellular is not in default. The lease is short on remedy language for default.**

15.6 **Compliance with Laws.** 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.

16.7 **Assignment of Lease by Tenant.** **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 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.

Jim Weinmann explained USCC could change names and licensing names. They could also merge with another company and/or buy another company. USCC does not feel it is necessary to return to Hull for any of the aforementioned reasons.

17.8 **Subleasing**. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent as long as used for the purposes permitted herein.

18.9 **Right of First Refusal**. ~~During the leased term As long as Tenant (or its successor in interest, assignee or designee) is not in default under this Lease,~~ Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer Landlord's Interest (collectively, the "Right of First Refusal Notice"). **Tenant shall have forty-five (45) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period").**

Weinmann – if the Town of Hull would decide to sell the property or give the easements over to a different company, USCC requests right of first refusal. Once the tower is approved, Hull will start to receive calls from companies, wanting to buy the easements. These companies turn out to be an absent landlord. Example, a town was offered \$150,000 for the tower easements. The town needed the money at that time.

Rick Stautz – when in Shawano, received 2 or 3 times a year, contact from those who wanted to buy the cell site.

If Tenant elects to so purchase Landlord's Interest, Tenant shall give to Landlord written notice thereof within said Tenant Approval Period ("Acceptance Notice"). If Tenant delivers an Acceptance Notice as provided herein, then Landlord and Tenant shall enter into a mutually acceptable purchase and sale agreement pertaining to such Landlord's Interest (the "Purchase and Sale Agreement"), reflecting the terms of the Offer, as well as other customary covenants, representations and warranties contained in purchase and sale agreements for similar acquisitions in the metropolitan area in which the Premises is located. The parties agree to act reasonably and cooperatively in negotiating, executing and delivering the Purchase and Sale Agreement. Except as otherwise specified in the Offer, at the closing for the sale of all or any part of the Premises, Landlord shall deliver to Tenant a special warranty deed (or local equivalent), sufficient to convey to Tenant fee simple title. In the case of an assignment of the Lease or the grant of an easement, Landlord shall instead deliver to Tenant a customary assignment of the Lease or a customary easement.

If Tenant does not exercise the Right of First Refusal during the Tenant Approval Period, then Landlord may proceed to transfer Landlord's Interest upon the same terms and conditions set forth in the Offer; provided such transfer occurs within three (3) months following the end of the Tenant Approval Period, the transfer is made in accordance with all the other terms and conditions of this Lease, and such purchaser assumes the obligations of Landlord under this Lease including, without limitation, this Right of First Refusal which shall be an ongoing Right of First Refusal during the lease term. If Landlord has not transferred Landlord's Interest within such three (3) month period, or in the event any terms or conditions of the proposed deal change from the terms and conditions provided in the initial Right of First Refusal Notice, then Landlord shall not thereafter transfer Landlord's Interest to an unrelated third party without first renewing the Right of First Refusal Notice to Tenant in the manner provided above. Tenant's failure to exercise its Right of First Refusal or its express waiver of its Right of First Refusal in any instance shall not be deemed a waiver of Tenant's Right of First Refusal for subsequent instances when Landlord proposes to transfer Landlord's Interest to an unrelated third party during the lease term. Notwithstanding the foregoing,

Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted, except to the extent set forth in this Section.

19.20 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.

20.4 Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Within one hundred-twenty (120) days of the expiration or earlier termination of this Lease, Tenant shall remove all improvements to the depth of four (4) feet below grade. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements below four (4) feet. Tenant's rent obligation shall continue until Tenant has removed its Improvements in compliance with this Section.

Board members, within 90-120 days following expiration and termination of the Lease, Tenant must continue to pay rent until all removal of improvements is complete. Add to Lease.

21.2 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.

22.3 Subordination and Non-Disturbance. 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 there under 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 satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security

interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.

23.4 **Environmental Warranty**. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon.

24.5 **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 Administration  
8410 West Bryn Mawr Avenue  
Chicago, Illinois 60631  
Phone: 1-866-573~4544

LANDLORD: Town of Hull  
Attn: Town Clerk  
4550 Wojcik Memorial Drive

Stevens Point, Wisconsin 54481-2

Phone: 715-344-8280

In case of emergency, the name and telephone number of the local representative of Tenant to contact is:

Network Operating Center (“NOC”)

Phone: 800-510-6091

25.6 **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.

26.7 **Attorneys’ Fees**. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys’ fees and costs of appeal.

27.8 **Governing Law**. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.

28.9 **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. Also, 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.

29.30 **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.

30.4 **Modifications**. This Lease may not be modified, except in writing signed by both parties.

31.2 **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.

32.3 **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.

33.4 **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.

34.5 **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.

35.6 **Errors and Omissions**. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground 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 Ground Lease.

36.7 **Non-Binding Until Full Execution**. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

37.8 **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 hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD: Town of Hull

TENANT: United States Cellular Operating Company LLC

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

\_\_\_\_\_

John Holdridge – Town Chairperson

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

Title: Vice President

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

Janet Wolle – Town Clerk

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

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

STATE OF WISCONSIN )

)

COUNTY OF PORTAGE )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that John Holdridge and Janet Wolle, known to me to be the same person(s) whose names are subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that they signed the said Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.6

\_\_\_\_\_

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

Notary Public, Portage County, Wisconsin

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, for United States Cellular Operating Company, LLC, known to me to be the same person whose name is subscribed to the foregoing Ground 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 \_\_\_\_\_, 2017.6

\_\_\_\_\_

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

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## Exhibit A

### Legal Descriptions

#### LEASE PARCEL

A part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Twenty-Four (24) North, Range Eight (8) East, Town of Hull, Portage County, Wisconsin, containing 10,000 square feet (0.230 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 15; thence S00°-48'-07"E 1381.54 feet along the West line of the NE1/4 of said Section 15; thence N89°-11'-53"E 153.00 feet to the point of beginning; thence continue N89°-11'-53"E 100.00 feet; thence S00°-48'-07"E 100.00 feet; thence S89°-11'-53"W 100.00 feet; thence N00°-48'-07"W 100.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

#### 30 FOOT WIDE INGRESS/EGRESS AND UTILITY EASEMENT

A part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Twenty-Four (24) North, Range Eight (8) East, Town of Hull, Portage County, Wisconsin, containing 7,275 square feet (0.167 acres) of land and being Fifteen (15) feet each side of and parallel to the following described line:

**The above highlighted square footabet and acres, may not be correct. Hull's engineer Dave Glodowski came up with different calculations. USCC engineers will review.**

Commencing at the North Quarter Corner of said Section 15; thence S00°-48'-07"E 1381.54 feet along the West line of the NE1/4 of said Section 15; thence N89°-11'-53"E 153.00 feet; thence S00°-48'-07"E 40.00 feet; thence S89°-11'-53"W 5.00 feet; thence S00°-48'-07"E 75.00 feet to the point of beginning; thence N89°-11'-53"E 35.40 feet to a point hereinafter referred to as Point "A"; thence continue N89°-11'-53"E 29.60 feet to the point of termination. Also, beginning at said Point "A"; thence S00°-48'-07"E 27.10 feet; thence S89°-11'-53"W 150.41 feet to a point on the East line of Willow Springs Drive and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the East line of Willow Springs Drive.

## 10 FOOT WIDE UTILITY EASEMENT

A part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Twenty-Four (24) North, Range Eight (8) East, Town of Hull, Portage County, Wisconsin, containing 750 square feet (0.017 acres) of land and being Five (5) feet each side of and parallel to the following described line:

Commencing at the North Quarter Corner of said Section 15; thence  $S00^{\circ}-48'-07''E$  1381.54 feet along the West line of the NE1/4 of said Section 15; thence  $N89^{\circ}-11'-53''E$  153.00 feet; thence  $S00^{\circ}-48'-07''E$  40.00 feet; thence  $S89^{\circ}-11'-53''W$  5.00 feet to the point of beginning; thence  $S00^{\circ}-48'-07''E$  75.00 feet to the point of termination.

# Exhibit B

## Site Plan

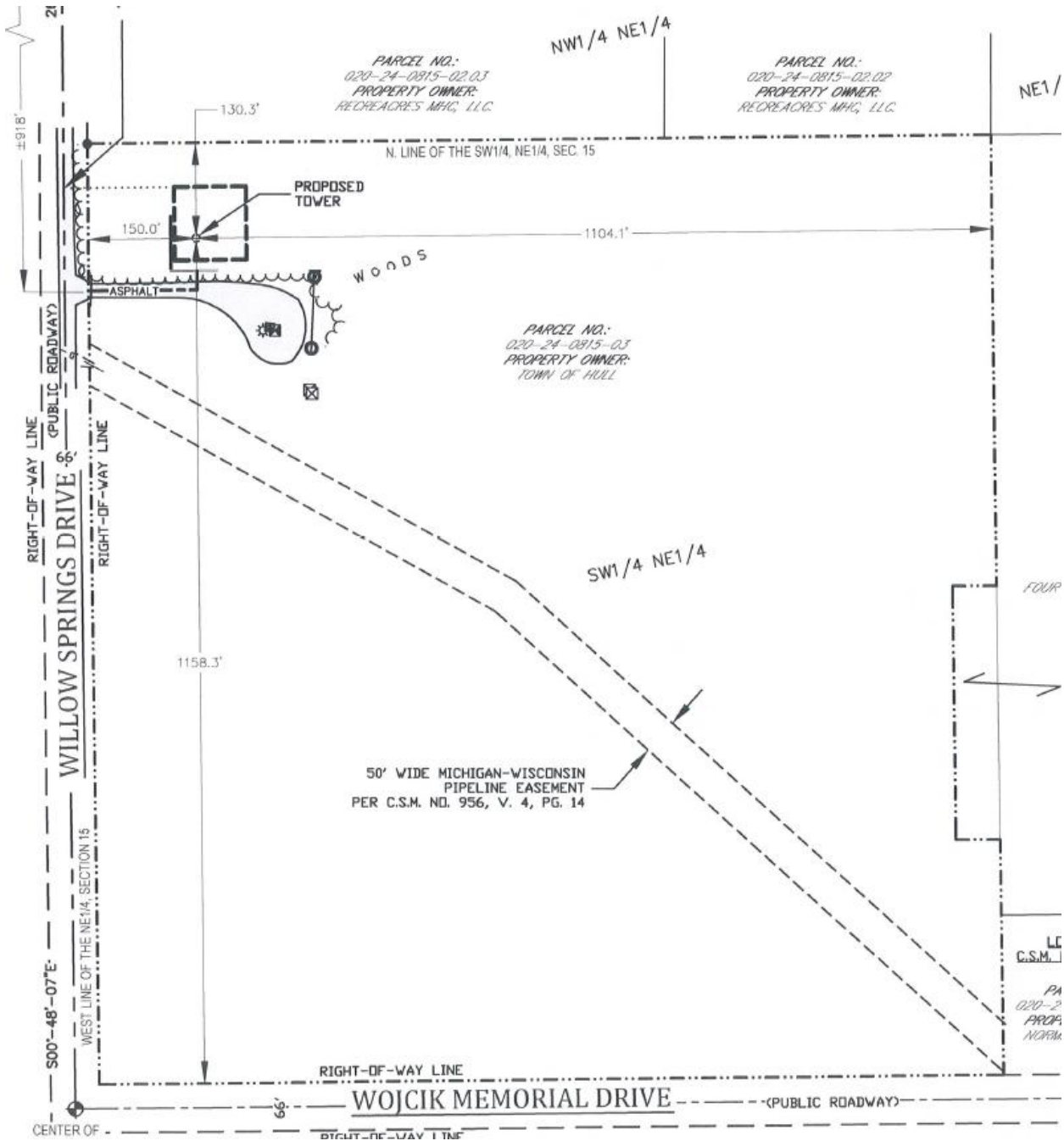
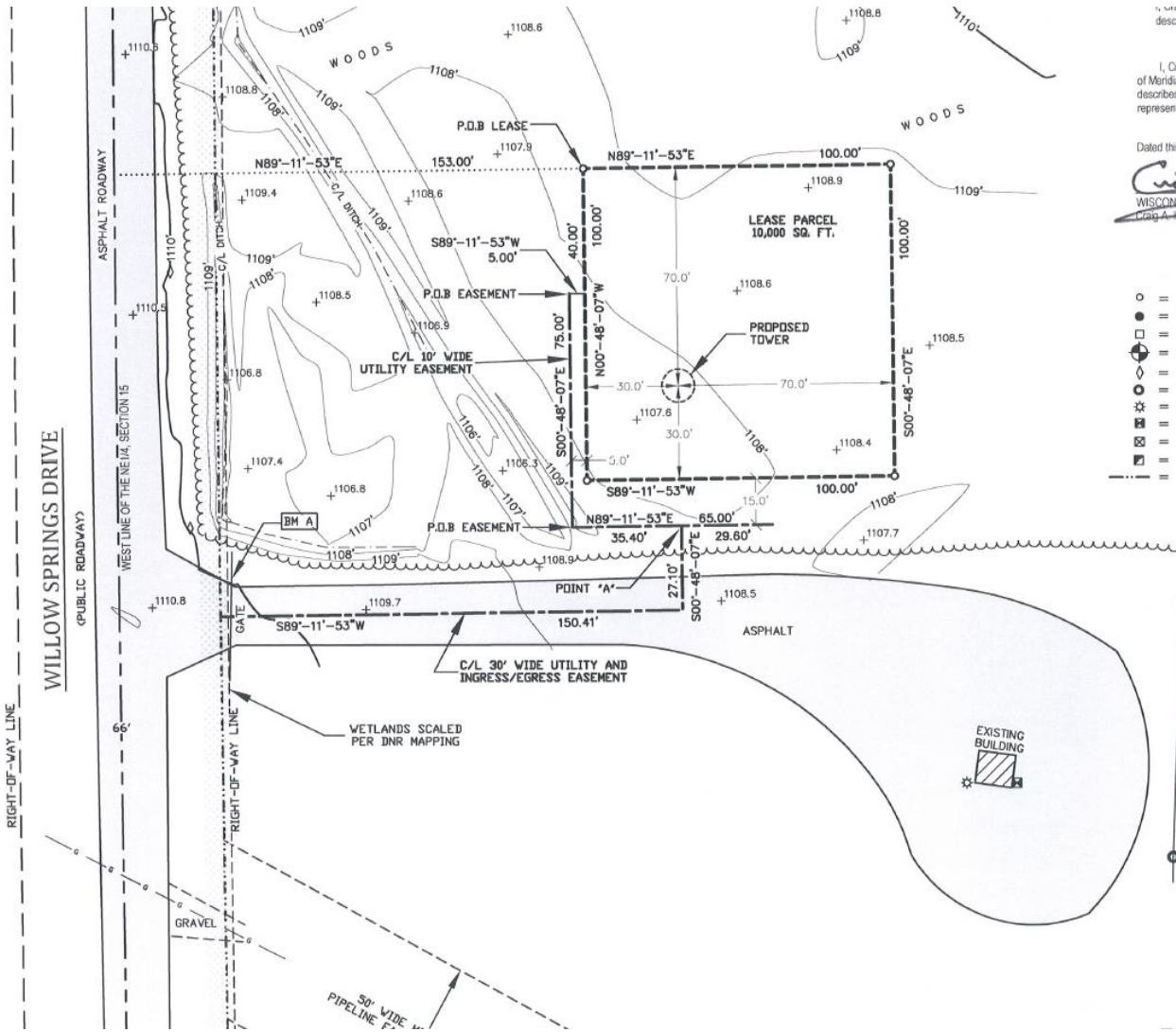


Exhibit B continued





Stautz – could there be changes in location of easement based on the wetlands?

Weinmann – yes. Will wait a day or 2 from when DNR is present to prepare changes.

Motion Supervisor Way, **lease looked at and acceptable with the five(5) or six (6) adjustments. Authorize Hull Chair and another board member to review the lease received from Attorney Konkol and then sign the lease.** Motion seconded by Supervisor Stautz.

Holdridge – I and Dave Wilz will look over the Lease and review with the minutes.

Motion carried.

Adjournment: Motion Supervisor Stautz, second Supervisor Way, **to adjourn the meeting.** Motion carried. Meeting adjourned at 7:03 p.m.

*Janet Wolle*

Janet Wolle, Clerk