

S

St. Joseph 302305

TOWER AND GROUND SPACE LICENSE AGREEMENT

This Agreement is made and entered into the 18th day of JUNE, 2008, by and between United States Cellular Operating Company of LaCrosse, Inc., c/o U. S. Cellular®, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 (hereinafter referred to as "Licensor") and **City of La Crosse, Wisconsin**, a municipal corporation (hereinafter referred to as "Licensee").

WHEREAS, Licensor has a fee simple interest in certain real property located at N1186 Breidel Coulee Rd., La Crosse, La Crosse County, Wisconsin, at coordinates 43° 46' 23.88" North, 091° 07' 38.48" West (the "Site"). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to occupy, and Licensor is willing to provide, attachment locations upon the Tower (the "Tower") for the placement of Licensee's antennas, cabling and ancillary equipment (the "Tower Space") as well as certain space on the ground adjacent to the Tower (the "Ground Space"), collectively the Tower Space and the Ground Space shall be referred to hereinafter as the "Licensed Space", for Licensee's cellular common carrier mobile radio telephone base station.

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. License Conferred. Licensor hereby confers upon Licensee, and Licensee hereby receives and accepts from Licensor, a license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy attachment locations upon the Tower Space with two (2) RFS 1108-1 omni type antennas, with two (2) runs of 7/8" coax , at a radiation center height of one hundred forty (140) feet above ground level, more particularly described in Exhibit B, oriented in such directions as shall be in accordance with Licensee's needs, subject to existing attached devices of other users;

(b) Occupy ground space adjacent to the Tower with Licensee's cellular common carrier mobile radio telephone base station transceiver and associated equipment upon a poured concrete foundation, as shown in attached Exhibit C. Licensee's cabinet, transmission lines, radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto, shall be collectively referred to as "Licensee's Equipment."

(c) Extend and connect lines for signal carriage and amplifier power between Licensee's antennas upon the Tower and Licensee's Equipment upon the ground;

(d) Extend and connect utility lines and related infrastructure between Licensee's Equipment and suitable utility company service connection points; and

(e) Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein.

2. Improvements and Purpose.

(a) Use. Licensee shall be permitted to use the Site and the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect Licensor's own operations or interests.

(b) Plans and Specifications. Licensee, at the Licensee's expense and prior to commencing the installation of Licensee's Equipment, shall submit to Licensor the following: (i) detailed site plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower and the Site, (ii) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the Licensee and demonstrating that the installation of such equipment shall not exceed the load capacity of the Tower, and (iii) a list of all known frequencies licensed or assigned to Licensee by the Federal Communications Commission (the "FCC") to be used at the leased Site. Licensee shall not install any equipment or commence any work on the Tower or Site until Licensor approves, in writing, Licensee's site plan, plans and specifications, structural analysis and frequencies, such approval to be given in Licensor's reasonable/sole and absolute discretion. If Licensor does not approve Licensee's site plan, plans and specifications, structural analysis or frequencies, Licensee may not install or construct Licensee's Equipment on the Tower or the Site.

(c) Limited Use of Tower. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the portion of the Tower structure for which Licensee has been granted a license and the portion of the Site for which Licensee has been granted a license, and Licensee shall not have the right to use Licensor's Equipment or other portions of the Tower or the Site.

(d) Time of Installation. Licensee's installation of Licensee's Equipment on the tower and the Site shall be performed on dates and at times and within time frames approved by

Licensor in writing and shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing.

(e) Compliance with Laws. Licensee's installation of Licensee's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Licensee shall deliver to Licensor, prior to installing Licensee's Equipment on the Tower and the Site or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Licensee's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this License Agreement shall be five (5) years, commencing on the earlier of installation or August 1, 2008 and expiring on July 31, 2013. Thereafter, provided that it has faithfully performed its obligations under this License Agreement, Licensee shall have the option to extend its occupation of the Licensed Space, continuing all the same conditions and provisions hereof, for two (2) additional terms of five (5) years each. This License Agreement shall automatically renew unless Licensee shall notify Licensor, in writing, of Licensee's intention not to renew this License Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

4. License Fee. Licensee shall pay to Licensor as a License Fee pursuant to this License Agreement in the basic amount of One Hundred and 00/100 Dollars (\$100.00) per month which amount shall be due on the first (1st) day of each calendar month. Payments not received by the tenth day of the month when due shall be subject to the imposition of a late payment charge at the rate of five percent (5%) per month until paid. Annually, on the first day of August 2013 and every year thereafter for the duration of this License Agreement, the amount of the monthly license fee which Licensee shall pay to Licensor shall be increased by an amount equal to five percent (5%) of the License Fee in effect during the previous year. Until further notice, checks should be made payable to United States Cellular Operating Company of LaCrosse, Inc. and mailed to c/o U. S. Cellular, P.O. Box 958814, St. Louis, MO 63195. Licensor's FEIN is 36-3612301.

5. Utilities. Licensee shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Licensee's operations. Licensor agrees to grant Licensee or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Licensee's operations.

6. Mechanic's Liens. Licensee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site and Licensee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Licensee's installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Licensee shall cause any such lien to be

bonded or discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify and hold Licensor harmless from all such amounts.

7. Taxes. Licensor shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Licensor's Equipment or use of Licensor's communications system on the Site. Licensee is tax exempt.

8. Maintenance and Repairs.

(a) Tower and Licensor's Equipment. Licensor shall be responsible for proper maintenance of the Tower, and Licensor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Licensee's Equipment cause increased maintenance, repairs, or replacements to the Tower, Licensee shall pay the reasonable cost of the increased maintenance, repairs and replacements to Licensor within thirty (30) days of receipt of written notice and copy of an itemized invoice from Licensor. Licensee shall be responsible for the proper maintenance of Licensee's Equipment.

(b) Licensee's Equipment. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this Agreement provided that any alterations, modifications, repairs or replacements to Licensee's Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's Equipment shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, Licensee shall submit detailed plans and specifications of the maintenance, repair and replacement work to be performed to Licensor for Licensor's written approval. Licensor shall have the right to approve the plans, specifications and contractor prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, all at Licensee's expense. Licensee shall have twenty-four (24) hour access for routine maintenance of bay station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor at least twenty-four (24) hours after access to the Tower or Site has

occurred. Licensor shall have the right to have a representative present during any maintenance, repair or replacement on the Licensee's Equipment that requires access to the Tower or the Site.

9. Intentionally Deleted.

10. Access. Licensee shall at all times have unrestricted access to Licensee's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

11. Interference. Licensee agrees not to allow any use of Licensee's Equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, Licensor's related equipment, Licensor's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower. In the event Licensee's Equipment or Licensee's use of the Tower or the Site causes measurable interference with or the improper operation of the Tower, Licensor's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower, Licensee, upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Licensor's sole satisfaction. Licensor agrees not to allow any subsequent third party's use of equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, the Licensee's related equipment, or the Licensee's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Licensee's related equipment or communications system, Licensor, upon notification of such interference, agrees to promptly remedy such interference to Licensee's sole satisfaction, at Licensor's cost.

12. Interruptions. Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Licensor on Licensor's Equipment or the Tower, Licensor shall take all reasonable steps to not interrupt or interfere with the operation of Licensee's communications system or equipment without Licensee's written agreement.

13. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower, the Site, and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use, operate, maintain, repair, replace, and occupy the Tower, and the Site, and the Licensee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

14. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Licensee to ensure that Licensee's use, installation, or modification of Licensee's radios, signal carriage devices and antennas (Licensee's 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 Licensee's Equipment, Licensor's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Licensor shall require other communications users of the Site to bear the same responsibility.

(b) If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensor, and shall equitably share in all expenses incurred by Licensor as are necessary in order to meet FCC compliance levels.

(c) Licensee shall reimburse Licensor, within 30 days following receipt of an invoice from Licensor, for reasonable expenses or costs incurred by Licensor to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Licensee's Equipment at the Site.

(d) Licensee 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 Site in non-compliance, Licensee will cooperate with Licensor and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

(e) Licensee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

15. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of any provision of this Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower or Site.

16. Insurance. Licensee shall have adequate insurance at all times at Licensee's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$5,000,000 covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance

with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Licensee hereunder, shall specifically name Licensor as an additional insured, and include a waiver of subrogation in favor of Licensor. Licensee shall provide Licensor with certificates of insurance evidencing the required coverage and shall give Licensor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

As an alternative to obtaining any of the foregoing insurance from an insurance company, Licensee may elect to self-insure to any such matters, at any time, so long as if, in the reasonable opinion of Licensor, Contractor has adequate evidence of such self insurance, adequate reserves to cover such risks without maintaining such policies of insurance, maintains adequate reserves and provides adequate claims procedures. In connection therewith, Licensee shall furnish to Licensor such relevant financial and related insurance/trust documents as Licensor may reasonably require in order to make such evaluation.

Notwithstanding the foregoing, neither Licensee nor any employee, contractor, subcontractor or agent of Licensee shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

17. Opportunity to Cure Defaults. If Licensee fails to comply with any provision of this License Agreement which Licensor claims to be a default hereof, Licensor shall serve written notice upon Licensee specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Licensee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Licensee makes a good faith showing that efforts toward a cure are continuing.

18. Transfer of Licensee's Interest. Licensee's interest under this License Agreement shall be assignable by Licensee, without the necessity of obtaining Licensor's consent, in connection with the transfer to the named holder of a FCC license or to an affiliate, subsidiary or partner of Licensee, provided, however, no such assignment shall relieve Licensee of any obligation under this License Agreement and Licensee and any assignee shall be jointly and severally liable under this License Agreement. Any other assignment of this License Agreement by Licensee shall require Licensor's prior written consent.

19. Multiple Users. Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee.

20. Removal of Licensee's Property. Licensee's Equipment are agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and

workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment in removing Licensee's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Licensee fails to remove any of Licensee's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner determined by Licensor, in Licensor's sole and absolute discretion, and without any liability to Licensee therefor. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this Agreement.

21. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Licensee to make any payment of rent or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from Licensor.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder. If there occurs an Event of Default by Licensor or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Licensee at law or in equity, Licensee shall have the right to terminate this License Agreement without further obligation under this License Agreement other than the removal of Licensee's Equipment.

(c) Licensor's Right to Terminate. Licensor shall have the right to cancel and terminate this License Agreement without penalty upon 180 day written notice to Licensee and provided that Licensor gives Licensee the opportunity to purchase the permanent improvements

at their original cost and assume Licensor's obligations at the Site. THIS 180 DAY TERMINATION PROVISION ONLY APPLIES IF THE LICENSOR, ITS SUCCESSORS OR ASSIGNS ELECTS TO ABANDON THE SITE OR OTHERWISE DISCONTINUE DOING BUSINESS AT THIS LOCATION. THIS PROVISION DOES NOT APPLY TO NORMAL SALE OF THE FACILITY OR BUSINESS, TRANSFER OF OWNERSHIP, OR OTHER TRANSACTIONS THAT ARE NOT INTENDED TO TERMINATE USE OF THE SITE.

(d) Licensee's Right to Terminate. Licensee shall have the right to terminate this agreement at any time upon one (1) years prior written notice by Licensee subsequent to the fifth (5th) year anniversary of the commencement date of this License Agreement upon paying Licensor a termination fee equal to one (1) years rent at the rental rate in effect on the effective date of such termination and payable on the effective date of the termination.

22. Destruction. If the Tower is totally or substantially destroyed, Licensor, in Licensor's sole and absolute discretion, may terminate this License Agreement or may rebuild the Tower at Licensor's expense. If Licensor elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay rent while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

23. Condemnation.

(a) Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation. In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Licensor shall have the right to terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensor written notice thereof and, upon Licensor's receipt of such written notice, this License Agreement shall terminate. If either Licensor or Licensee elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Licensor shall receive the entire condemnation award for the Tower, Licensor's Equipment and the leasehold interest in the Site and Licensee hereby assigns to Licensor any and all right, title and interest of Licensee in and to such award.

Licensee shall have the right to recover from such authority, but not from Licensor, any compensation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

24. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and that Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

25. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

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

27. Entire Agreement. This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

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

29. Severability. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

30. Authority. The persons who have executed this License Agreement represent and warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

31. Environmental.

(a) Definitions: For purpose of this Lease, the Term "Hazardous Substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, "Hazardous Wastes" in the Resource Conservation and Recovery Act 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this Lease, the term "Environmental Laws" shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) Duty of Tenant: Tenant shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Tenant shall indemnify

and hold Landlord harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Lease Premises if caused solely by Tenant or persons acting under the direction and control of Tenant. Tenant shall execute such affidavits, representations and the like from, time to time as Landlord may reasonably request concerning Tenant's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises.

(c) Landlord shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Landlord shall indemnify and hold Tenant harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitations, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property unless caused solely by Tenant or person acting under the direction and control of Tenant. Landlord shall execute such affidavits, representations and the like from time to time as Tenant may reasonably request concerning Landlord's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) **Effect of Mutual Indemnification:** The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this Lease, the provisions of this Section will survive the expiration or termination of this Lease and either party shall have the right to summarily terminate this Lease, without giving notice required under this Lease, in the event of default of the other under this Section.

32. Intentionally Deleted.

33. Applicable law. This License Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located.

34. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement 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 deliver 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 two (2) days after deposit in the United States mail, as the case may be.

LICENSOR: United States Cellular Operating Company of LaCrosse, Inc.
c/o U.S. Cellular
Attention: Real Estate Department
8410 West Bryn Mawr Avenue
Suite 700
Chicago, Illinois 60631

LICENSEE: City Clerk
400 La Crosse Street
La Crosse, WI 54601

(and a complete copy to)

City Attorney
400 La Crosse Street
La Crosse, WI 54601

35. Waiver of Compliance. Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

36. Survival. The representations, warranties, and indemnification's contained herein shall survive the termination or expiration of this License Agreement.

37. Other. The submission of this License Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option, and this License Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

END OF AGREEMENT - SIGNATURE PAGE TO FOLLOW

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this *Tower and Ground Space License Agreement* as of the day and year first above written.

LICENSEE

City of La Crosse, Wisconsin

By: 
Mark Johnsrud, Mayor

Attest: 
Teri Lehrke, City Clerk

Date: 6-13-08

LICENSOR


*United States Cellular Operating
LaCrosse Cellular Telephone Company, Inc
Company of La Crosse*

By: 

Printed: KEVIN LOWELL

Title: VICE PRESIDENT

Date: 6/18/2008

ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
)
COUNTY OF LA CROSSE)

I, the undersigned, a Notary Public in and for the State of Wisconsin, hereby certify that Mark Johnsrud, Mayor and Teri Lehrke, City Clerk of the City of La Crosse, known to me to be the same person who signed the foregoing "Tower and Ground Space License Agreement," personally appeared before me this day and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act on behalf of said corporation for the uses and purposes therein stated.

Witness my hand and official seal the day 13 day of June, 2008.

Ina M. Erickson
Notary Public 8-2-09

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State of Illinois, hereby certify that [name] KEVIN LOWELL VP., Vice President of United States Cellular Operating ~~LaCrosse Cellular Telephone Company, Inc.~~, known to me to be the same person who signed the foregoing "Tower and Ground Space License Agreement," personally appeared before me this day and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act of LaCrosse of said corporation, for the uses and purposes therein stated.

Witness my hand and official seal the day 18th day of JUNE, 2008.



Gerard J. O'Brien
Notary Public

Exhibit A

See Attached Legal Description

Lot 1 of Certified Survey Map filed December 3, 1996, in Volume 7 of Certified Survey Maps, pages 95, 95-A, and 95-B, as Document Number 1164414, being located on the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 17, Township 15 North of Range 6 West, Town of Greenfield, La Crosse County, Wisconsin.

Together with and subject to non-exclusive easement rights over

a 30 foot utility easement reserved and depicted on the Plat for Lost Ridge Addition, La

Wisconsin.

Exhibit B

See Attached U.S. Cellular Tower Co-Location Application Form

U S Cellular

Tower Co-Location Application Form

Applicant: <u>City of La Crosse, Wisconsin</u> RF Engineering Contact: <u>Steve Dubberstein</u> Contact's Phone #: <u>608-745-3300 steve@rfstore.com</u> Applicant Site Name: <u>Hwy 14/61 Corridor</u> Applicant Site Number: <u>n/a</u>	USCC Site Name: <u>St. Joseph</u> USCC Site Number: <u>302305</u> Market Name: <u>La Crosse</u> Address: <u>N1490 Tower Court</u> <u>La Crosse WI</u>		
Latitude (Nad 27): <u>43-46-25 N</u> Longitude (Nad 27): <u>91-07-29 W</u>	Ground Elev. (in feet): <u>1143</u> Tower Height (in feet): <u>180'</u>		
Existing Structure Type: <u>Guyed Tower</u>			
Antenna Configuration			
Desired Rad Center (Feet AGL)	Antenna 1 140'	Antenna 2 140'	Antenna 3
Antenna Quantity	1	1	
Antenna Manufacturer	RFS	RFS	
Antenna Model (Please attach ant. pattern)	1108-1	1108-1	
Weight (per antenna)	15 lb	15 lb	
Antenna Height	10 ft	10 ft	
Antenna Gain (dB)	6.0 dBd	6.0 dBd	
Antenna Azimuth	omni	omni	
Mechanical Tilt	none	none	
Modulation Type (ie CDMA, TDMA, FM, etc)	FM	FM	
Transmit Frequencies (all)	3 frequencies in 851 to 866 Mhz TBD		
Receive Frequencies (all)	3 frequencies in 806 to 821 Mhz TBD		
Total Number of Coax Runs for all Sectors:	1	1	
Coax Diameter:	7/8"	7/8"	
Weight of Coax per Run:	48 lb	48 lb	
Manufacturer of Coax:	RFS LCF78-50	RFS LCF78-50	
Total Number of Channels Desired for Site:	3 transmit	3 receive	
Desired ERP (watts/channel):	163	163	
Antennas (microwave)		Cellular Radio Equipment	
** Note: If Microwave dish is of grid type, please specify under Diameter.		Manufacturer: <u>n/a</u> Model: <u>n/a</u>	
Desired Radiation Center _____ (Feet AGL): _____ Antenna Quantity _____ Antenna Manufacturer: _____ Diameter: _____ Number of Runs of Coax: _____ Coaxial/Waveguide Diameter: _____ Weight of Coax per Run: _____ Manufacturer of Coax: _____ Transmit Frequency: _____ Receive Frequency: _____ Modulation Type: _____ Channel Band Width: _____		Microwave Radio Equipment Manufacturer: <u>Microwave Data Systems</u> Model: <u>LEDR 900S</u>	
		Shelter Information Concrete Slab Dimensions: <u>11'8" x 13' 0"</u> Power Requirements: <u>120 VAC 100 AMP</u> Shelter Manufacturer: <u>tdb</u> Shelter Dimensions: <u>10'8" x 12'0"</u>	

Approval: To be completed by USCC only.

Real Estate: _____
 RF Engineer: _____
 PM: _____
 NOM: _____
 DONO: _____

Date: _____
 Date: _____
 Date: _____
 Date: _____
 Date: _____