

REAL ESTATE DONATION CONTRACT

THIS REAL ESTATE DONATION CONTRACT ("Contract") is entered into as of the "Effective Date" (as defined in Section 36) by and between CenturyTel of Wisconsin, LLC d/b/a CenturyLink, a Louisiana limited liability company, successor by merger with CenturyTel of Wisconsin, Inc., a Wisconsin corporation ("CenturyLink"), and the City of La Crosse, a Wisconsin municipal corporation ("City"). CenturyLink and City may sometimes be referred to in this Contract individually as a "party" and collectively as the "parties."

CenturyLink and City agree as follows:

1. **Property**

1.1 **Property.** CenturyLink is the owner of: (a) a parcel of vacant real property consisting of approximately 0.16 acres, having a street address of 333 Front Street North, La Crosse, WI, and being legally described on Exhibit A attached to this Contract ("Land"); (b) subject to Section 22.1, all other improvements, if any, located on the Land (collectively, "Improvements"); and (c) subject to Section 22.1, all other CenturyLink-owned rights, privileges and appurtenances related to the Land and Improvements or any portion of the same ((a), (b) and (c)), collectively, the "Property").

2. **Donation of Property.** Subject to the terms and conditions set forth in this Contract, CenturyLink agrees to donate the Property to City and City agrees to accept the donation of the Property from CenturyLink.

3. **Closing.** The consummation of the donation of the Property contemplated in this Contract ("Closing" or "Close") will occur, subject to the terms and conditions of this Contract, within sixty (60) days of the Effective Date on a date to be agreed upon by the parties ("Closing Date"). First American Title Corp., 2850 Midwest Drive, Suite 103, Onalaska, WI, 54650, Telephone: 608-784-8888 ("Title Company") will act as the closing agent in connection with the Closing. Closing will take place at the Title Company's office at an agreed upon time, or at another location and time as agreed upon by the parties.

4. **Prorations.** Real property taxes against the Property ("Taxes"), installments of current year assessments (both general and special) against the Property ("Assessments") and any utility charges or other expenses associated with the Property ("Operating Expenses") will be prorated to or adjusted as of the Closing Date, based upon actual days involved in the relevant computation period for such item in which the Closing Date occurs. CenturyLink will be solely responsible for and will pay on or prior to the Closing Date all Taxes, Assessments and Operating Expenses for any period prior to the Closing Date. City will be solely responsible for and will pay from and after the Closing Date all Taxes, installments of Assessments and all Operating Expenses for any period on or after all relevant computation periods for the same that ended on or after the Closing Date. All such items will be prorated as of the Closing Date, with City bearing the expense for all such items for the Closing Date. If the actual amounts for the Taxes, Assessments and Operating Expenses for the year of Closing or other relevant

computation period are not available at the Closing Date, proration of such items will be made using figures from the preceding year or other relevant computation period. If after Closing it is determined that any proration was inaccurate, the parties will make the proper adjustments by payment or payments to each other.

5. **Brokers.** CenturyLink is not represented by a broker in this donation transaction. CenturyLink will defend and indemnify City from and against any claims for commissions or other compensation on account of the donation made by any broker, finder, agent, or other person, based on any express or implied undertaking made by CenturyLink in connection with this donation transaction. City has not engaged a real estate agent, broker or finder in connection with this donation. City will defend and indemnify CenturyLink against any claims for commissions or other compensation on account of the donation transaction contemplated hereby made by any broker, finder, agent, or other person based on any express or implied undertaking made by City in connection with this donation. The provisions of this Section 5 will survive the Closing, the expiration or termination of this Contract and the recording of the "Deed" (as defined in Section 17(a)(i)).

6. **Costs and Expenses.** In connection with this Contract and the donation transaction contemplated in this Contract: (a) Title Company's customary escrow and closing charges, costs and expenses (including recording costs) will be paid by City; b) any documentary stamp, transfer tax or similar tax or fee on the Deed will be paid by City; and (c) City will pay all costs and expenses for documents that need to be recorded in connection with the donation of the Property ((a), (b) and (c), collectively, "Closing Costs"). All costs and expenses not otherwise provided for in this Contract as to which party is responsible for payment will be paid by the party incurring the cost and expense. Costs and expenses for such items as the premium for the "Owner's Policy" (as defined in Section 8.1) may be paid directly prior to Closing or be paid through the Title Company at Closing.

7. **Permitted Termination.** If this Contract is terminated by either party pursuant to a right expressly given it to do so under a provision of this Contract, then whether or not such provision expressly says so, neither party will have any further rights or obligations under this Contract, except for those rights or obligations that are expressly designated under this Contract as surviving termination.

8. **Title Commitment.**

8.1 City will, at City's sole cost and expense within 30 days of the Effective Date, obtain from the Title Company a commitment for an Owner's Policy of Title Insurance with respect to the Property ("Title Commitment"), together with complete legible copies of all documents referenced in the Title Commitment and the schedules to the Title Commitment (collectively, "Exception Documents"). At the time the Title Company delivers the Title Commitment and Exception Documents to City, complete and legible copies of the same will be delivered by City to CenturyLink. The Title Commitment will: (a) legally describe the Property; (b) commit to insuring marketable fee simple title to the Property in City upon the Closing and recording of the Deed ("Owner's Policy"; and (c) name the City as the party to be insured under the Owner's Policy. Subject to all of the terms and conditions of this Contract, Title Company will furnish the Owner's Policy to City at Closing, and the premium for the Owner's Policy will

be at City's sole expense. City will pay any premium for any special endorsements to the Owner's Policy required by City.

8.2 If the Title Commitment or Exception Documents disclose defects or other matters which are, in City's sole discretion, objectionable to City, City will notify CenturyLink of City's objections within 15 days of the date City receives the Title Commitment and Exception Documents. CenturyLink will then have 30 days from its receipt of the notice ("Title Cure Period") to remedy any matters to which City objects to City's satisfaction, and deliver to City prior to the end of the Title Cure Period evidence that the matters objected to have been remedied. If CenturyLink is unable or unwilling to remedy all matters objected to by City and deliver the evidence as required by this Section 8.2, City may either: (a) accept title in the state in which CenturyLink is able or willing to deliver, in which event City will notify CenturyLink of its acceptance within 3 days of the end of the Title Cure Period; or (b) terminate this Contract by giving notice of termination to CenturyLink within 3 days of the end of the Title Cure Period. City's failure to give timely notice of acceptance under Section 8.2(a) or timely notice of termination under Section 8.2(b) will act as City's acceptance of title in the state in which CenturyLink is able or willing to deliver it. All matters not objected to by City under this Section 8.2 and those matters objected to and not remedied but accepted by City will be deemed "Permitted Exceptions," and thus not considered objectionable to City.

9. Survey.

9.1 City will, at City's sole cost and expense within 30 days of the Effective Date, obtain an ALTA Survey of the Property ("Survey") and will provide a copy to CenturyLink. The Survey will show the location of the "Communication System Easement" (as defined in Section 22.1), the legal description of the "Communication Easement Area" (as defined in Section 22.1), and the legal description and boundaries of the Property and the Larger Parcel (as defined in Section 10.1).

9.2 If the Survey discloses matters which are, in City's sole discretion, objectionable to City, City will notify CenturyLink of City's objections within 15 days of the date City receives the Survey. CenturyLink will then have 30 days from its receipt of the notice ("Survey Cure Period") to remedy any matters to which City objects to City's satisfaction and deliver to City prior to the end of the Survey Cure Period evidence that the matters objected to have been remedied. If CenturyLink is unable or unwilling to remedy all of the matters objected to by City and deliver the evidence as required by this Section 9.2, City may either: (a) accept the Property subject to such Survey matters as CenturyLink is able or willing to deliver, in which event City will notify CenturyLink of its acceptance within 3 days of the end of the Survey Cure Period; or (b) terminate this Contract by giving notice of termination to CenturyLink within 3 days of the end of the Survey Cure Period. City's failure to give timely notice of acceptance under Section 9.2(a) or timely notice of termination under Section 9.2(b) will act as City's acceptance of the Property subject to such Survey matters as CenturyLink is able or willing to deliver. All matters not objected to by City under this Section 9.2 and those matters objected to and not remedied but accepted by City will be deemed "Permitted Exceptions," and thus not considered objectionable to City.

10. **Intentionally Deleted.**
11. **Waiver of Physical Inspections.** City expressly waives the right to conduct any physical tests, inspections or examinations of the Property.
12. **Mutual Representations and Warranties.** The parties represent and warrant to each other, as of the Effective Date, as follows: (a) it is not prohibited from consummating the donation transaction contemplated in this Contract by any law, regulation, agreement, instrument, restriction, order or judgment; (b) it has full right, title, authority and capacity to sign, deliver and perform this Contract and to consummate the donation transaction contemplated in this Contract; and (c) this Contract has been duly signed and delivered by it, it has the authority to enter into this Contract, and assuming due authorization, signing and delivery by the other party, constitutes its valid and binding obligation, enforceable in accordance with its terms.
13. **Warranty Indemnification.** CenturyLink will indemnify, defend and hold City harmless from and against any and all loss or expense (including reasonable attorneys' fees) incurred by City arising from the claims of third parties, before or after Closing, as a result of any inaccuracy or omission in the representations and warranties made by CenturyLink in this Contract. City will indemnify, defend and hold CenturyLink harmless from and against any loss or expense (including reasonable attorneys' fees) incurred by CenturyLink arising from the claims of third parties, before or after Closing, as a result of any inaccuracy or omission in the representations and warranties made by City in this Contract. The parties' obligations under this Section 13 will survive the Closing and the recording of the Deed.
14. **Survival of Warranty.** Regardless of any investigation made by or on behalf of a party, all representations and warranties made or incurred by either party to the other in this Contract will be deemed to be remade on the Closing Date and will survive the Closing and the recording of the Deed. Notwithstanding the foregoing sentence, any legal action brought by a party against the other with respect to the truth or accuracy of such representations and warranties must be commenced, if at all, within the statute of limitations period applicable to written contracts, and if not commenced within that time frame, no such action may be brought.
15. **City Acknowledgements, Disclaimers and Waivers.** City acknowledges that it has waived any right to conduct any physical inspections, tests or examinations of the Property. City acknowledges and agrees that **CENTURYLINK, OR ANYONE ON CENTURYLINK'S BEHALF, HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (a) THE VALUE, NATURE, QUALITY, PHYSICAL OR ANY OTHER CONDITION OF THE PROPERTY; (b) THE INCOME TO BE DERIVED FROM THE PROPERTY; (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY OR PLANS TO CONDUCT THEREON; (d) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY**

LAWS, RULES, ORDINANCES, ORDERS, DECISIONS OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND, SPECIFICALLY, THAT CENTURYLINK HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAW OR PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OR REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS, DECISIONS OR REQUIREMENTS. CITY FURTHER ACKNOWLEDGES AND AGREES THAT CITY IS RELYING SOLELY ON ITS OWN INSPECTION OF THE PROPERTY, AND NOT ON ANY INSPECTION DONE BY OR INFORMATION PROVIDED OR TO BE PROVIDED BY CENTURYLINK. FURTHER, CITY AT CLOSING AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AS OF THE CLOSING AND TO WAIVE ALL OBJECTIONS OR CLAIMS AGAINST CENTURYLINK ARISING FROM OR RELATED TO THE PROPERTY. CITY FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT CENTURYLINK HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF THE INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION. CENTURYLINK IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. CITY FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DONATION OF THE PROPERTY AS PROVIDED FOR IN THIS CONTRACT IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS CONTRACT, THE ACKNOWLEDGEMENTS, DISCLAIMERS AND WAIVERS CONTAINED IN THIS SECTION 15 WILL SURVIVE THE CLOSING, THE EXPIRATION OR TERMINATION OF THIS CONTRACT AND THE RECORDING OF THE DEED.

16. Release. CITY, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES CENTURYLINK, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES AND ANY OTHER PERSONS ACTING ON BEHALF OF CENTURYLINK AND THE SUCCESSORS AND ASSIGNS OF ANY OF THE PRECEDING, OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, SUITS, PENALTIES, RIGHTS, DAMAGES, COSTS, EXPENSES

OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH CITY OR ITS SUCCESSORS OR ASSIGNS NOW HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED TO OR IN CONNECTION WITH ANY PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS CONTRACT, THE WAIVER, RELEASE AND DISCHARGE CONTAINED IN THIS SECTION 16 WILL SURVIVE THE CLOSING, THE EXPIRATION OR TERMINATION OF THIS CONTRACT AND THE RECORDING OF THE DEED.

17. Closing.

17.1 If all conditions of this Contract that must be completed prior to Closing have been satisfied or waived by the party intended to benefit from the condition or conditions, the obligations of CenturyLink and City to be performed prior to Closing have either been performed or waived by the party intended to benefit from the performance of the obligation, and CenturyLink's and City's representations and warranties in this Contract remain true and correct, then Closing will take place as follows:

(a) CenturyLink will deliver to City at the office of the Title Company: (i) a signed and notarized original Quit Claim Deed in the form attached as Exhibit B to this Contract ("Deed"); (ii) such other instruments as are required by the Title Company or by this Contract or as are reasonably necessary or appropriate to consummate the donation transaction contemplated in this Contract. Immediately following Closing, CenturyLink will deliver possession of the Property to City.

(b) City will: (i) deliver to the Title Company a signed and notarized original Communication System Easement for recording immediately following the recording of the Deed; (ii) pay the Closing Costs and prorated Taxes, Assessments and Operating Expenses in cash or immediately available funds; (iii) perform any other obligations required to be performed by City under the terms of this Contract to close the donation transaction contemplated in this Contract; and (iv) deliver to Title Company such other instruments as are required by the Title Company or by this Contract or as are reasonably necessary or appropriate to consummate the donation transaction contemplated in this Contract.

18. CenturyLink Default and City Remedies.

18.1 CenturyLink will be in default under this Contract upon the occurrence of any of the following events (each a "CenturyLink Default"): (a) any warranty or representation of CenturyLink set forth in this Contract is untrue or inaccurate in any material respect; or (b) CenturyLink fails to meet, comply with or perform any material covenant, agreement or obligation required of it under this Contract.

18.2 In the event of a CenturyLink Default (other than a failure to Close, for which no notice or cure period will be provided) which has not been remedied by CenturyLink within 15 days of CenturyLink's receipt of notice from City of such CenturyLink Default, City, as its sole and exclusive right and remedy for such CenturyLink Default, may terminate this Contract by

giving notice of termination to CenturyLink at or prior to Closing City must give oral notice of termination pursuant to Section 23.3 if such notice is given at Closing or within 72 hours prior to the then scheduled Closing Date.

19. City Default and CenturyLink Remedies.

19.1 City will be in default under this Contract upon the occurrence of any of the following events (each a "City Default"): (a) any warranty or representation of City set forth in this Contract is untrue or inaccurate in any material respect; or (b) City fails to meet, comply with or perform any material covenant, agreement or obligation required of it under this Contract.

19.2 In the event of a City Default (other than a failure to Close, for which no notice or cure period will be provided) which has not been remedied by City within 15 days of City's receipt of notice from CenturyLink of such City Default, CenturyLink may terminate this Contract by giving notice of termination to City at or prior to Closing. CenturyLink must give oral notice of termination pursuant to Section 23.3 if such notice is given at Closing or within 72 hours prior to the then scheduled Closing Date.

20. **Attorneys' Fees and Waiver of Jury Trial.** If a party files suit to enforce its rights under this Contract because of the other party's default, the prevailing party in such suit will be entitled to reasonable attorneys' fees. The parties irrevocably and unconditionally waive the right to a jury trial for any suit arising out of or related to this Contract, and this waiver will survive the Closing, expiration or termination of this Contract and the recording of the Deed.

21. Substantial Damage and Condemnation.

21.1 In the event the Property is damaged or destroyed by fire or other casualty prior to Closing, CenturyLink will give City prompt notice of the date of any such casualty and of the destruction or its best estimate of the amount of any damage ("Casualty Notice"). CenturyLink must give oral Casualty Notice pursuant to Section 23.3 if the damage or destruction occurs within 72 hours prior to the then scheduled Closing Date or on the then scheduled Closing Date. Thereafter, City may terminate this Contract by delivering written notice of termination to CenturyLink within 15 days of the date it receives the Casualty Notice or, if the Casualty Notice was required to be given orally, by delivering oral notice pursuant to Section 23.3 to CenturyLink prior to or on the then scheduled Closing Date. In the event City elects not to terminate this Contract, the parties will proceed with the Closing in accordance with the terms of this Contract, notwithstanding the damage or destruction. However, CenturyLink will assign to City at Closing all of CenturyLink's interest in and to all insurance proceeds which may be payable to CenturyLink on account of any such casualty, up to the amount of the actual cost to repair the damage.

21.2 If, prior to Closing, any material part of the Property is taken or threatened to be taken by condemnation or similar governmental confiscatory proceedings, and CenturyLink has actual knowledge of the same, then CenturyLink will give City prompt notice of the date and extent of the taking or of the known details of a threatened taking ("Condemnation Notice").

CenturyLink must give oral Condemnation Notice pursuant to Section 23.3 if the taking occurs or if the threatened taking is learned of within 72 hours prior to the then scheduled Closing Date or on the then scheduled Closing Date. Thereafter, City may terminate this Contract by delivering written notice of termination to CenturyLink within 15 days of the date it receives the Condemnation Notice or, if the Condemnation Notice was required to be given orally, by delivering oral notice pursuant to Section 23.3 to CenturyLink prior to or on the then scheduled Closing Date. In the event City elects not to terminate this Contract, the parties will proceed with the Closing in accordance with the terms of this Contract, notwithstanding the taking or threatened taking. However, CenturyLink will assign to City at Closing all of CenturyLink's interest in and to any condemnation award.

21.3 The risk of loss will be borne by CenturyLink until the time of Closing.

22. **Easements.**

22.1 **Communication System Easement.** Any and all personal property, equipment, fixtures and other improvements used for telecommunications purposes by CenturyLink, including any and all telecommunications lines, fiber optic and copper cable, cabinets, ~~sheds,~~ ~~huts,~~ boxes, manholes, handholds, piping, electrical and gas facilities, ~~poles,~~ wires, vaults, pedestals and related above-ground and buried telecommunications facilities (collectively, "Communication Facilities ") that are on the Property as of the Closing will remain on the Property following the Closing and will not become the property of City. At Closing, City will sign and have notarized a perpetual exclusive easement that is in the form and substance the same as **Exhibit C** attached to the Contract ("Communication System Easement"). The legal description of the Communication Easement Area will be attached to the Communication System Easement that is signed and delivered at Closing for recording. The Communication System Easement will be deemed a Permitted Exception.

23. **Notice and Oral Notice.**

23.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either party under or with respect to this Contract (collectively, "Notice") must be in writing (except for oral Notice as may be required under this Contract), and must be delivered in person, by a nationally recognized overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to CenturyLink:

CenturyTel of Wisconsin, LLC d/b/a CenturyLink
931 14th Street, Suite 103
Denver, Colorado 80202
Attn: Vice President of Real Estate

With a copy of any CenturyLink Default Notice only (which alone will not constitute Notice to CenturyLink) to:

CenturyLink Law Department
1 Solutions Parkway
Mailstop: MO012900400-497
Town and Country, MO 63017
Attn: Vice-President – Law Department

If Notice to City:

City of La Crosse
Attn: Teri Lehrke
City Clerk
400 La Crosse Street
La Crosse, WI 54601
Telephone: 608-789-7510

With a copy to:

Attn: City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601
Telephone: 608-789-7511

23.2 If Notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address for Notice by giving Notice of address change to the other party in the manner for giving Notice prescribed in Section 23.1.

23.3 CenturyLink will give oral notice to City as may be required under this Contract via telephone to: Steve Carlyon, Director of Parks and Recreation, Telephone: 608-789-7559, E-mail address: carlyons@cityoflacrosse.org, who will act as City's representative for purposes of any such notice. City will give oral notice to CenturyLink as may be required under this Contract via telephone to: Dan Horowitz, Telephone (913) 353-7557, E-mail address: dan.horowitz@centurylink.com, who will act as CenturyLink's representative for the purposes of such oral notice. All oral notice will be effective upon its receipt and must be followed up as soon as is reasonably possible with e-mail notice. If the party to receive oral notice is unavailable via telephone, e-mail notice alone will constitute valid notice under this Section 23.3. The parties may change the foregoing contact name, phone number and e-mail address by giving Notice of a change to the other party in the manner for giving Notice prescribed in Section 23.1.

24. **Indemnification.** City will indemnify, defend and hold CenturyLink harmless from and against any and all claims, demands, actions, causes of action, suits, judgments, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) related to the Property or any portion of the Property and contracts or services related to the Property, brought against or incurred by CenturyLink attributable to a claim, demand, action or cause of action by a third party, where the facts or allegations that give rise to the same arose or occurred on or after the Closing Date. The indemnity, duty to defend and hold harmless obligations provided for in this **Section 24** will survive the Closing and the recording of the Deed.

25. **Assignment.** City will not assign this Contract without the prior consent of CenturyLink, which consent will be at CenturyLink's sole discretion.

26. **Governing Law and Venue.** This Contract will be governed, construed and interpreted in accordance with the laws of the State of Wisconsin. Any lawsuit under this Contract will be filed in and resolved in a court of competent jurisdiction located in La Crosse County, Wisconsin.

27. **Further Acts.** In addition to the acts recited in this Contract to be performed by CenturyLink and City, CenturyLink and City will, without further consideration, perform or cause to be performed at or after the Closing any and all such further acts as may be reasonably necessary and requested by the other party to consummate the donation transaction contemplated in this Contract, including the signing and delivery of reasonably necessary documents. The provisions of this **Section 27** will survive Closing and the recording of the Deed.

28. **Counterparts, Facsimile and Electronic Mail Signatures.** This Contract may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Contract transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature, provided that the party delivering its signature by facsimile or electronic mail promptly thereafter delivers this Contract with the original signature to the other party.

29. **Confidentiality.** This Contract and its substance, any information given to a party under this Contract and any information generated as a result of a party exercising its rights under this Contract (for example, any report or information resulting from an environmental site assessment of the Property) will not be disclosed by either party to any person or entity, except: (a) to a party's legal counsel involved in this Contract; (b) to those responsible for fulfilling a party's respective obligations under this Contract; and (c) as disclosure may otherwise be required by law. The parties will not make any public announcement or statement concerning this Contract or the donation transaction contemplated in this Contract unless the parties agree in writing on the form and substance of the public announcement or statement. Notwithstanding the foregoing in this **Section 29**, in the event this Contract is terminated prior to Closing by either party, CenturyLink will be permitted to disclose the Survey, environmental reports and any other reports and documents commissioned by City and delivered to CenturyLink under this Contract to any future prospective buyer of the

Property. The requirements of this Section 29 will survive Closing, the expiration or termination of this Contract and the recording of the Deed.

30. **Binding Effect and No Third Party Beneficiaries.** This Contract will be binding upon and inure to the benefit of CenturyLink, City and their respective successors and assigns, and is for the benefit of the parties and their respective successor and assigns, and not for any other person or entity. Except for CenturyLink, City and their respective successors and assigns, this Contract does not provide any other person or entity with any remedy, claim, liability, reimbursement or right of action.

31. **Waiver.** No agreement, term or condition of this Contract will be deemed to have been waived by a party unless the waiver is made in writing and is signed by the party against whom the waiver is claimed. No waiver of default of this Contract or consent to the default will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the party against whom the waiver or consent is claimed. The waiver of or consent to a default of this Contract will not be deemed to be a waiver of or consent to any other breach or default of this Contract or to or any subsequent breach or default of the same term, agreement or condition of this Contract. No course of dealing or conduct or failure of a party to strictly enforce any term, right or condition of this Contract constitutes a general waiver or relinquishment of the term, right or condition.

32. **Amendment and Modification.** No provision of this Contract is deemed amended or modified unless amended or modified in a writing dated and signed by both parties.

33. **Invalid Provisions.** If any provision of this Contract or the applicability of a provision to a specific situation is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity, enforceability and application of any other provisions of this Contract will not be affected by such modification.

34. **Headings Not Controlling.** The headings and numbering of the paragraphs and sections in this Contract are for convenience only and do not define or limit any of the terms or affect the meaning or interpretation of this Contract. Neither party will be deemed the author of this Contract and therefore, no presumption exists requiring that an ambiguity contained in this Contract be construed against either party.

35. **Entire Contract and Exhibits.** This Contract constitutes the parties' entire agreement and understanding concerning its subject matter and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to this subject matter of this Contract. This Contract consists of the body of this Contract and the following Exhibits, each of which is attached to and incorporated by reference into this Contract:

Exhibit A – Property Legal Description

Exhibit B – Form of Quit Claim Deed

Exhibit C – Form of Communication System Easement

36. **Effective Date.** The effective date of this Contract is the date that this Contract is last signed by both City and CenturyLink ("Effective Date").

37. **Indemnity Obligations.** Nothing in this Contract will be construed to waive either parties' limitations of liability and/or immunities available to it pursuant to Wisconsin Statutes and other applicable law. The indemnity obligations in this Contract are conditioned upon the following: (a) the aggrieved party will promptly notify the indemnifying party in writing of any claims, demands, causes of action, losses, liability, damages, costs and fees within five (5) days of discovery; (b) the indemnifying party will have sole control of, and the aggrieved party will reasonably cooperate in all respects, in the defense of any claims, demands, causes of action, losses, liability, damages, costs and fees as well as all related settlement negotiations; and (c) the aggrieved party will not make any admission or disclosure or otherwise take any action prejudicial to the indemnifying party except as required by law. The parties represent that, as of the Effective Date, neither party has any notice or knowledge of any claims, demands, causes of action, losses, liability, damages, costs and fees asserted or threatened by any third party with respect to the matters contemplated in this Contract. Notwithstanding anything else to the contrary stated in this Contract, neither party will be liable for indirect or consequential damages to the other party, including, without limitation, any loss of revenues, whether caused by the negligence of either party or not. Notwithstanding anything else to the contrary stated in this Contract: (a) neither party will be liable for indirect or consequential damages to the other party, including, without limitation, any loss of revenues, whether caused by the negligence of either party or not; and (b) the parties' indemnity obligations under this Contract will not apply to the extent that the relevant claims, demands, causes of action, losses, liability, damages, costs and fees and the like for which indemnity is sought are the result of the negligence or intentional misconduct of the party seeking such indemnity.

CITY

City of La Crosse, Wisconsin

By: Timothy Kabatt
Timothy Kabatt, Mayor
Signature Date: 08/10/2015

By: Teri Heinrich
Teri Heinrich, City Clerk
CENTURYLINK

CenturyTel of Wisconsin, LLC
d/b/a CenturyLink

By: Ken K. Barker
Ken K. Barker, Director of Real Estate
Transactions & Analysis
Signature Date: 7/31/15

EXHIBIT A TO REAL ESTATE DONATION CONTRACT

PROPERTY LEGAL DESCRIPTION

The following described tract of land situated and lying in the City of La Crosse, County of La Crosse, State of Wisconsin, to wit:

Part of Lot 5 of Certified Survey Map in Volume 8, Page 124, located in Section 31, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows; Beginning at the Southwest corner of said Lot 5, thence the next 2 calls along the West line of said Lot 5: (1) N 05° 25' 01"E 105.68 feet; (2) N 09° 17' 32" W 33.79 feet; thence S 33° 46' 50" E 66.62 feet to the beginning of a 224.00 foot radius curve, concave to the West; thence 128.99 feet along the arc of said curve, the chord of which bears S 17° 17' 03" E 127.21 feet to the South line of said Lot 5; thence along said South line N 64° 15' 05" W 88.10 feet to the point of beginning. Said parcel contains 0.16 acres and is subject to all easements or restrictions, implied or recorded.

Grantor makes no representation or warranty regarding title to or ownership of the Property or the number of acres included in the Property to be conveyed.

EXHIBIT B TO REAL ESTATE DONATION CONTRACT

(Form of Quitclaim Deed)

WHEN RECORDED RETURN TO:

City of La Crosse
Attn: Teri Lehrke
City Clerk
400 La Crosse Street
La Crosse, WI 54601

QUITCLAIM DEED

CenturyTel of Wisconsin, LLC d/b/a CenturyLink, a Louisiana limited liability company, successor by merger with CenturyTel of Wisconsin, Inc., a Wisconsin corporation (“**Grantor**”), whose street address is 931 14th Street, Suite 103, Denver, Colorado 80202, Attention: Vice President of Real Estate, hereby quitclaims to the City of La Crosse, Wisconsin, a Wisconsin municipal corporation (“**Grantee**”), whose street address is 400 La Crosse Street La Crosse, WI 54601, the following real property in the County of La Crosse and State of Wisconsin (the “**Property**”):

See the legal description set forth on **Exhibit A** attached hereto and by this reference incorporated herein.

with all its appurtenances and any after-acquired title of Grantor, but without warranties of title.

NEITHER GRANTOR NOR ANYONE ON GRANTOR’S BEHALF, HAS MADE, AND GRANTOR DOES HEREBY SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (a) THE VALUE, NATURE, QUALITY, PHYSICAL OR ANY OTHER CONDITION OF THE PROPERTY; (b) THE INCOME TO BE DERIVED FROM THE PROPERTY; (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY OR PLANS TO CONDUCT THEREON; (d) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, ORDERS, DECISIONS OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY

ENVIRONMENTAL LAW OR PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OR REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS, DECISIONS OR REQUIREMENTS. GRANTOR HAS NOT PERFORMED ANY INSPECTIONS OR PROVIDED ANY INFORMATION TO GRANTEE. FURTHER, GRANTOR CONVEYS THE PROPERTY TO GRANTEE IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AS OF THE CLOSING AND WITH A WAIVER OF ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR ARISING FROM OR RELATED TO THE PROPERTY. ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF THE INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DONATION OF THE PROPERTY BY GRANTOR IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE ACKNOWLEDGEMENTS, DISCLAIMERS AND WAIVERS CONTAINED IN THIS QUITCLAIM DEED WILL SURVIVE THE RECORDING OF THIS QUITCLAIM DEED.

Signed to be effective as of the ____ day of _____, 2015.

**CenturyTel of Wisconsin, LLC
d/b/a CenturyLink**

By: _____
Ken K. Barker, Director of Real Estate
Transactions and Analysis

STATE OF LOUISIANA)
) ss.
PARISH OF OUACHITA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Ken K. Barker as Director of Real Estate Transactions and Analysis of CenturyTel of Wisconsin, LLC d/b/a CenturyLink, a Louisiana limited liability company, successor by merger with CenturyTel of Wisconsin, Inc., a Wisconsin corporation.

[Seal]

Notary Public

My commission expires: _____

Exhibit A to Quitclaim Deed
(Legal Description of the Property)

The following described tract of land situated and lying in the City of La Crosse, County of La Crosse, State of Wisconsin, to wit:

Part of Lot 5 of Certified Survey Map in Volume 8, Page 124, located in Section 31, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows; Beginning at the Southwest corner of said Lot 5, thence the next 2 calls along the West line of said Lot 5: (1) N 05° 25' 01"E 105.68 feet; (2) N 09° 17' 32" W 33.79 feet; thence S 33° 46' 50" E 66.62 feet to the beginning of a 224.00 foot radius curve, concave to the West; thence 128.99 feet along the arc of said curve, the chord of which bears S 17° 17' 03" E 127.21 feet to the South line of said Lot 5; thence along said South line N 64° 15' 05" W 88.10 feet to the point of beginning. Said parcel contains 0.16 acres and is subject to all easements or restrictions, implied or recorded.

Grantor makes no representation or warranty regarding title to or ownership of the Property or the number of acres included in the Property to be conveyed.

EXHIBIT C TO REAL ESTATE DONATION CONTRACT

(Form of Communication System Easement)

RECORDING INFORMATION ABOVE

WHEN RECORDED RETURN TO:

CenturyTel of Wisconsin, LLC
d/b/a CenturyLink
100 CenturyLink Dr.
Monroe, LA 71203
Attn: Construction Services

COMMUNICATION SYSTEM EASEMENT

This Communication System Easement and the rights contained in it are granted by the City of La Crosse, Wisconsin, a Wisconsin municipal corporation ("Grantor"), whose address is 400 La Crosse Street, La Crosse, WI 54601.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor, for itself, its successors and assigns, grants to CenturyTel of Wisconsin, LLC d/b/a CenturyLink, a Louisiana limited liability company, its successors, assigns, lessees, licensees and agents ("Grantee"), subject to the terms stated in this Communication System Easement, a perpetual and exclusive easement ("Easement") to install, construct, operate, maintain, expand, replace and remove a communication system that Grantee may from time to time require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, equipment cabinets and other facilities or structures as are reasonably necessary for Grantee to exercise the rights granted to it in this Communication System Easement, upon, over, through, under and along a parcel of land shown on described on Exhibit A ("Easement Survey") and described on Exhibit B ("Easement Tract"), said Easement Tract being a portion of the real property legally described on Exhibit C ("Property"). Exhibits A, B, and C are attached hereto and incorporated by reference into this Communication System Easement.

The grant of Easement also gives to Grantee the following rights: (a) the right of ingress and egress over and across the Easement Tract and Property and any real property owned or controlled by Grantor that is adjacent to the Easement Tract or Property for the purpose of Grantee exercising the rights granted to it in this Communication System Easement; (b) the right to clear and keep clear all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract that interfere with Grantee exercising the rights granted to it in the Communication System Easement; and (c) at Grantee's expense, the right to bring in and to place at the Easement Tract electrical or other utility services, provided that the relevant utility provider solely service Grantee, and if the relevant utility requires, Grantor will grant a separate easement that is reasonably satisfactory to Grantor to the utility for the sole purpose of the utility having access to the Easement Tract and providing service solely to Grantee.

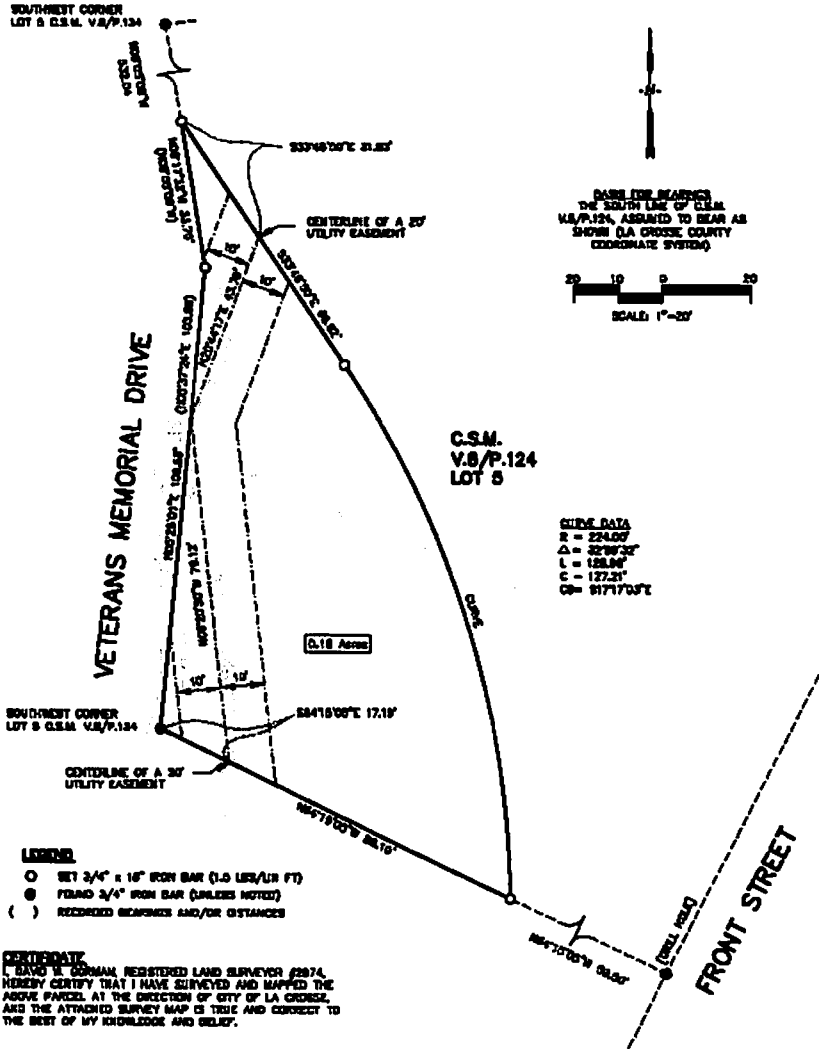
Grantor will have the right to use and enjoy the Easement Tract so long as Grantor's use

Exhibit A to Communication System Easement

Easement Survey

PLAT OF SURVEY CENTURYTEL TO THE CITY OF LA CROSSE

DESCRIPTION:
PART OF LOT 5 OF CERTIFIED SURVEY MAP IN VOLUME 6, PAGE 124, LOCATED IN SECTION 31, TOWNSHIP 18 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE THE NEXT 2 CALLS ALONG THE WEST LINE OF SAID LOT 5; 1) S85°20'00"E 12.00 FEET; 2) N89°17'32"W 33.70 FEET; THENCE S27°40'00"E 84.83 FEET TO THE BEGINNING OF A 224.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE 125.00 FEET ALONG THE ARC OF SAID CURVE, THE CHORD OF WHICH BEARS S171°00'E 127.21 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE ALONG SAID SOUTH LINE N84°10'00"W 68.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.18 ACRES AND IS SUBJECT TO A 20 FOOT WIDE UTILITY EASEMENT, LOCATED WITHIN THE ABOVE DESCRIBED PARCEL, 148.00 TO FEET OTHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5 (C.S.M. V.8/P.127) THENCE ALONG THE SOUTH LINE OF SAID LOT 5 S89°10'00"E 17.28 FEET TO THE POINT OF BEGINNING; THENCE THE NEXT 2 CALLS ALONG SAID CENTERLINE; 1) N08°10'00"W 76.12 FEET; 2) N20°44'17"E 42.76 FEET TO POINT OF TERMINUS. SAID PARCEL IS SUBJECT ALL OTHER EASEMENTS OR RESTRICTIONS, IMPLIED OR RECORDED.



PARAGON ASSOCIATES
Structural, Surveying & Consulting
One Commerce - Lafayette Avenue, SUITE 200
200 COMMERCE AVENUE, LA CROSSE, WI 54601
TEL: 761.3110 FAX: 761.3197 Paragon-Associates
JOB #13.37

Exhibit B to Communication System Easement

Legal Description of Easement Tract

The following described tract of land situated and lying in the City of La Crosse, County of La Crosse, State of Wisconsin, to wit:

Part of Lot 5 of Certified Survey Map in Volume 8, Page 124, located in Section 31, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows; Beginning at the Southwest corner of said Lot 5, thence the next 2 calls along the West line of said Lot 5: (1) N 05° 25' 01"E 105.68 feet; (2) N 09° 17' 32" W 33.79 feet; thence S 33° 46' 50" E 66.62 feet to the beginning of a 224.00 foot radius curve, concave to the West; thence 128.99 feet along the arc of said curve, the chord of which bears S 17° 17' 03" E 127.21 feet to the South line of said Lot 5; thence along said South line N 64° 15' 05" W 88.10 feet to the point of beginning. Said parcel contains 0.16 acres and is subject to a 20 foot wide utility easement, located within the above described parcel, lying 10 feet either side of the following described Centerline; commencing at the Southwest corner of said Lot 5 (C.S.M. V.8/P.137) thence along the South line of said Lot 5 South 64° 15' 05" East 17.19 feet to the Point of Beginning; thence the next 2 calls along said Centerline: (1) North 06° 20' 50" West 79.12 feet; (2) North 20° 44' 17" east 43.76 feet to Point of terminus.

Exhibit C to Communication System Easement

Legal Description of Property

The following described tract of land situated and lying in the City of La Crosse, County of La Crosse, State of Wisconsin, to wit:

Part of Lot 5 of Certified Survey Map in Volume 8, Page 124, located in Section 31, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows; Beginning at the Southwest corner of said Lot 5, thence the next 2 calls along the West line of said Lot 5: (1) N 05° 25' 01"E 105.68 feet; (2) N 09° 17' 32" W 33.79 feet; thence S 33° 46' 50" E 66.62 feet to the beginning of a 224.00 foot radius curve, concave to the West; thence 128.99 feet along the arc of said curve, the chord of which bears S 17° 17' 03" E 127.21 feet to the South line of said Lot 5; thence along said South line N 64° 15' 05" W 88.10 feet to the point of beginning. Said parcel contains 0.16 acres and is subject to all easements or restrictions, implied or recorded.