VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

JOINT MEETING OF THE VILLAGE BOARD COMMITTEE OF THE WHOLE & COMMITTEES

MONDAY, JULY 1, 2024 AT 6:45 PM

Village Hall Council Room
250 Williams Street
Williams Bay, WI 53191

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

I. Village Board Committee of the Whole

- **a.** Call to Order
- **b.** Roll Call
- **c.** Village Board Committee of the Whole & Committee Meeting Minutes of June 3, 2024

II. Water & Sewer Committee – Umans, Jaramillo, Vlach (10 Min.)

- **a.** Call to Order
- **b.** Roll Call
- **c.** Engineers Report
- **d.** Adjourn

III. Parks & Lakefront Committee – Russell, Wright, Umans (30 Min.)

- **a.** Call to Order
- **b.** Roll Call
- **c.** Consideration and Possible Action on Resolution R-46-24 Approving A Edgewater Park Use and Policy Contract for Ingalls-Koeppen American Legion Post 102 POW/MIA Silent March September 21, 2024
- **d.** Consideration and Possible Action on Increasing the Maximum Length Boats for 28’ Long Slips With Boat Lifts From 24’ to 25’.
- **e.** Consideration of and Possible Action on A Proposed Playground for Bailey Estates Subdivision
- **f.** Consideration of and Possible Action on Proposed Lease for a Vending Machine at the Lakefront Office
- **g.** Adjourn

IV. Protective Services Committee – Vlach, Russell, Jaramillo (30 Min.)

- **a.** Call to Order
- **b.** Roll Call

c. Protective Services Committee Meeting Minutes of June 12, 2024

d. Consideration and Possible Action on Resolution R-43-24 Granting A Temporary Class "B" Fermented Malt Beverage and "Class B" Wine Retailer's License for the Williams Bay Cultural Arts Alliance Annual Fine Arts Fest

e. Discussion and Possible Action on Public Administration Associates (PAA) Public Safety Study; Staffing and Fleet Projections, Including Long-term Emergency Medical Services (EMS) with the Village of Fontana

f. Fontana Emergency Medical Services (EMS) Monthly Numbers

g. Police Departments Monthly Numbers

h. Police Chief's Monthly Report

i. Adjourn

V. Finance & Personnel Committee – Wright, D'Alessandro, Umans (30 Min.)

a. Call to Order

b. Roll Call

c. Finance & Personnel Committee Meeting Minutes of June 12, 2024

d. Consideration and Possible Action on Proposals for Installation of a New Cellular Communications Tower on the Village Hall Property WWUP 00011

e. Consideration of and Possible Action on A Proposed Playground for Bailey Estates Subdivision

f. Consideration of and Possible Action on Proposed Lease for a Vending Machine at the Lakefront Office

g. Monthly Borrowings Status Report

h. Adjourn

VI. Village Board Committee of the Whole

a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)

1. Resolution R-43-24 Granting A Temporary Class "B" Fermented Malt Beverage and "Class B" Wine Retailer's License for the Williams Bay Cultural Arts Alliance Annual Fine Arts Fest

b. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 06/28/2024 5:00 PM

VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

UNOFFICIAL MINUTES
JOINT MEETING OF THE VILLAGE BOARD COMMITTEE OF THE WHOLE & COMMITTEES
MONDAY, JUNE 3, 2024 AT 6:45 PM
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

I. Village Board Committee of the Whole

a. Call to Order

President Duncan called the meeting to order at 07:02pm.

b. Roll Call

Present: President Bill Duncan, Trustees Lowell Wright, George Vlach, Robert Umans, Jim D'Alessandro, Adam Jaramillo, and Steven Russell
Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Treasurer Jennifer Wiese, Clerk Tina Kolls

c. Village Board Committee of the Whole & Committee Meeting Minutes of May 6, 2024

The motion to approve the Village Board Committee of the Whole & Committee Meeting Minutes of May 6, 2024 was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

II. Building, Zoning & Ordinance Committee – Jaramillo, Wright, D'Alessandro (10 Min.)

a. Call to Order

Chairman Trustee Jaramillo called the meeting to order at 07:02pm.

b. Roll Call

Present: Trusees Adam Jaramillo, Lowell Wright and Jim D'Alessandro
Also Present: President Bill Duncan, Trustees George Vlach, Robert Umans and Steven Russell, Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Treasurer Jennifer Wiese, Clerk Tina Kolls

c. Consideration and Possible Action on An Ordinance Repealing Sections 22-1 Through 22-6, and Amending Sections 1-4D. (2), 19-2G. (1) and 19-5 of the Code of Ordinances of the Village of Williams Bay Relating To the Municipal Court. Abolishing the Williams Bay Municipal Court

The motion to recommend Village Board approval of an Ordinance Repealing Sections 22-1 Through 22-6, and Amending Sections 1-4D. (2), 19-2G. (1) and 19-5 of the Code of Ordinances of the Village of Williams Bay Relating To the Municipal Court. Abolishing the Williams Bay Municipal Court was initiated by Trustee Wright and seconded by Trustee D'Alessandro. Trustee Jaramillo, No. Motion carries.

d. Adjourn

The motion to adjourn was initiated by Trustee D'Alessando and seconded by Trustee Wright at 07:13pm. Unanimously carried.

III. Water & Sewer Committee – Umans, Jaramillo, Vlach (10 Min.)

a. Call to Order

Chairman Trustee Umans called the meeting to order at 07:13pm.

b. Roll Call

Present: Trusees Robert Umans, Adam Jaramillo and George Vlach
Also Present: President Bill Duncan, Trustees Lowell Wright, Jim D'Alessandro and Steven Russell, Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Treasurer Jennifer Wiese, Clerk Tina Kolls

c. Consideration and Possible Action on Lime Reactor Cleaning and Painting Project Change Order #1 From TMI Coatings

The motion to recommend Village Board approval of the Lime Reactor Cleaning and Painting Project Change Order #1 From TMI Coatings was initiated by Trustee Jaramillo and seconded by Trustee Vlach. Unanimously carried.

d. Engineers Report

Village Engineer Snyder gave the Engineer's Report. The highlights were:

- Brief update on STH 67 Reconstruction: East-West Section
- Brief update on Women's Leadership Center
- Brief update on Water Plant Letter Flood Map Revision (LOMR) Assistance
- Brief update on Corrosion Control Study
- Brief update on Harris Road Lift Station (LS 3) Replacement
- Brief update on Lime Reactor Cleaning
- Brief update on Well 2 Pump Replacement
- Brief update on Tennis and Basketball at Theatre Road Park
- Brief update on Willabay Meadows Devlopment
- Brief update on Antenna Structure
- Brief update on Park Place CSM and Water Main
- Brief update on Street Rehabilitation Program
- Brief update on Geneva Lake Dredging at Southwich Creek

e. Adjourn

The motion to adjourn was initiated by Trustee Vlach and seconded by Trustee Jaramillo at 07:22pm. Unanimously carried.

IV. Streets & Highways Committee – D'Alessandro, Russell, Vlach (10 Min.)

a. Call to Order

Chairman Trustee D'Alessandro called the meeting to order at 07:22pm.

b. Roll Call

Present: Trusees Jim D'Alessandro, Steven Russell, George Vlach
Also Present: President Bill Duncan, Trustees Lowell Wright, Adam Jaramillo and Robert Umans, Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Treasurer Jennifer Wiese, Clerk Tina Kolls

c. Consideration and Possible Action on Roadway Functional Classification Changes

The motion to recommend Village Board approval of the Roadway Functional Classification Changes was initiated by Trustee Russell and seconded by Trustee Vlach. Unanimously carried.

d. Adjourn

The motion to adjourn was initiated by Trustee Russell and seconded by Trustee Vlach at 07:26pm. Unanimously

carried.

V. Parks & Lakefront Committee – Russell, Wright, Umans (15 Min.)

a. Call to Order

Chairman Trustee Russell called the meeting to order at 07:26pm.

b. Roll Call

Present: Trusees Steven Russell, Lowell Wright, and Robert Umans
Also Present: President Bill Duncan, Trustees George Vlach, Jim D'Alessandro and Adam Jaramillo, Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Treasurer Jennifer Wiese, Clerk Tina Kolls

c. Consideration and Possible Action on a Edgewater Park Use and Policy Contract for the Williams Bay Fire Department Annual Chicken Roast July 18 through July 21, 2024

The motion to recommend Village Board approval of an Edgewater Park Use and Policy Contract for the Williams Bay Fire Department Annual Chicken Roast July 18 through July 21, 2024 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

d. Consideration and Possible Action on a Village Facilities Usage Policy

The motion to recommend Village Board approval of a Village Facilities Usage Policy with the new rates was initiated by Trustee Umans and seconded by Trustee Wright. Unanimously carried.

e. Consideration and Possible Action on Proposed Kayak Rental Kiosk

The motion to recommend Village Board deny the proposed Kayak Rental Kiosk and eliminate the Village kayak rental program was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

f. Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Umans at 07:51pm. Unanimously carried.

VI. Protective Services Committee – Vlach, Russell, Jaramillo (20 Min.)

a. Call to Order

Chairman Trustee Vlach called the meeting to order at 07:51pm.

b. Roll Call

Present: Trusees George Vlach, Steven Russell, and Adam Jaramillo
Also Present: President Bill Duncan, Trustees Lowell Wright, Jim D'Alessandro and Robert Umans, Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Treasurer Jennifer Wiese, Clerk Tina Kolls

c. Consideration and Possible Action on a Temporary Class "B" and "Class B" Retailer's License for the Friends of Kishwauketoe LTD for Harold Friestad KNC Retirement Party June 30, 2024

The motion to recommend Village Board approval of a Temporary Class "B" and "Class B" Retailer's License for the Friends of Kishwauketoe LTD for Harold Friestad KNC Retirement Party June 30, 2024 was initiated by Trustee Russell and seconded by Trustee Jaramillo. Unanimously carried.

The motion to waive the fees for the Class "B" and "Class B" Retailer's License for the Friends of Kishwauketoe LTD was initiated by Trustee Russell and seconded by Trustee Jaramillo. Unanimously carried.

d. Consideration and Possible Action on a Temporary Class "B" Retailer's License for the Williams Bay Fire Department for the Chicken Roast July 20, 2024

The motion to recommend Village Board approval of a Temporary Class "B" Retailer's License for the Williams Bay Fire Department for the Chicken Roast July 20, 2024 was initiated by Trustee Jaramillo and seconded by Trustee Russell. Unanimously carried.

e. Fontana Emergency Medical Services (EMS) Monthly Numbers

The Committee had no Fontana Emergency Medical Services (EMS) Monthly Numbers to review.

f. Police Departments Monthly Numbers

The Committee reviewed the Police Department's Monthly Numbers.

g. Police Chief's Monthly Report

Police Chief Timm gave the Police Chief's Monthly Report. The nightlights were:

- Driving speed during the Memorial Day Parade caused quite a kerfuffle
- End of the Year Bash went great
- Click it or Ticket campaign just ended, there were 25 stops with 19 sitations
- Officer Scurto is scheduled to return in July.

h. Adjourn

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Russell at 08:08pm. Unanimously carried.

VII. Finance & Personnel Committee – Wright, D'Alessandro, Umans (45 Min.)

a. Call to Order

Chairman Trustee Wright called the meeting to order at 08:08pm.

b. Roll Call

Present: Trusees Lowell Wright, Jim D'Alessandro, Robert Umans
Also Present: President Bill Duncan, Trustees George Vlach, Adam Jaramillo, and Steven Russell, Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Treasurer Jennifer Wiese, Clerk Tina Kolls

c. Consideration and Possible Action on Farmland Lease Agreement Renewal with Charles Pearce Farms LLC

The motion to recommend Village Board approval of the Farmland Lease Agreement Renewal with Charles Pearce Farms LLC was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

d. Consideration and Possible Action on Proposed Waste Hauling Agreement Amendments: (1) Adding Garbage and Recycling Pick-up Carts for Certain Routes.

The Committee requested a notice of assignment.

e. Consideration and Possible Action on Non-Corporate Resolution Authorizations for Cetera Investments

The motion to recommend Village Board approval of the Non-Corporate Resolution Authorizations for Cetera Investments was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

f. Consideration and Possible Action on Village Investments

The motion to recommend Village Board approval of the Transfer of Balance on Village Investments was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

g. Consideration and Possible Action on Lime Reactor Cleaning and Painting Project Change Order #1 From TMI Coatings

The motion to recommend Village Board approval of the Lime Reactor Cleaning and Painting Project Change Order #1 From TMI Coatings in the amount of $12,431.51 to be funded from the 2022 Borrowing was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

h. Consideration and Possible action on Baxter & Woodman Work Order 2326270 for Alta Survey

The motion to recommend Village Board approval of the Baxter & Woodman Work Order 2326270 for Alta Survey in the amount of $18,800 with the funding to come from the Contingency Fund was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

i. Consideration and Possible Action on Proposed American Rescue Plan Act (ARPA) Projects

The motion to recommend Village Board approval of using $189,000 of the American Rescue Plan Act (ARPA) funds for Theatre Rd Bathrooms was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Trustee Wright, No. Motion carries.

j. Monthly Borrowings Status Report

The Committee reviewed the Monthly Borrowing Status Report.

k. Adjourn

The motion to adjourn was initiated by Trustee D'Alessandro and seconded by Trustee Umans at 08:57pm. Unanimously carried.

VIII. Village Board Committee of the Whole

a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)

1. Consideration and Possible Action on Proposed American Rescue Plan Act (ARPA) Projects

The motion to approve using $189,000 of the American Rescue Plan Act (ARPA) funds for Theatre Rd Bathrooms was made by Committee, no second required. Trustee Wright, NO. Motion carries.

2. Non-Corporate Resolution R-33-24 Re: Authorizations for Cetera Investments

The motion to approve the Non-Corporate Resolution R-33-24 Re: Authorizations for Cetera Investments was made by Committee, no second required. Unanimously carried.

3. Resolution R-34-24 Authorizing Farmland Lease Agreement Renewal with Charles Pearce Farms LLC

The motion to approve resolution R-34-24 Authorizing Farmland Lease Agreement Renewal with Charles Pearce Farms LLC was made by Committee, no second required. Unanimously carried.

4. Resolution No. R-32-24 Authorizing Temporary Class "B" and "Class B" Retailer's License for the Friends of Kishwauketoe LTD for Harold Friestad KNC Retirement Party June 30, 2024

The motion to approve resolution No. R-32-24 Authorizing Temporary Class "B" and "Class B" Retailer's License for the Friends of Kishwauketoe LTD for Harold Friestad KNC Retirement Party June 30, 2024 was made by Committee, no second required. Unanimously carried.

b. Adjournment

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Wright at 08:59pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

These are not official Minutes until approved by the Governing Body.

EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

I) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four **(4)** weeks prior to the event.

2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.

3) A Five Hundred Dollar ($500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.

4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.

5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by I0:00 AM of the day following the event unless specifically changed by the Village Administrator.

7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.

8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.

a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.0 I shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.

b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.

c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.

d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.

e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.

f) A list of those serving alcoholic beverages at this event must accompany this contract.

9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

10)Any organization requesting use of the kitchen must contact the Lions Club at williamsbaylionsclub@gmail.com to arrange for inspection of equipment available for use.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an addition al insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: Peter Kahl Organization: Ingalls-Koeppen American Legion Post 102

Address: 223 Fremont St. Walworth, Wis. 53184

Phone: 262-275-5161 Email: peterkahl59@gmail.com

Title of Event: POW/MIA Silent March

Date(s) requested: 21 September 2024 11:00 am Is event open to public? (circle one) (YES) NO

Summary of Event including the approximate number of attendees:

Post 102 would like to host the annual POW/MIA Silent March. We would like to march from the Field house to Edgewater Park. We would then have a ceremony remembering POW/MIA's. The ceremony would last 1 hour. 150 people will attend. 11:00 am.

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____

Phone: _____ Email: _____

STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE FOR USE OF EDGEWATER PARK

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least $1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this _____ day of _____, 20____

Group or organization Ingalls-Koeppen American Legion Post 102

Our liability insurance provided by: _____
(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: _____
President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:

Village of Williams Bay
PO Box 580
250 Williams Street
Williams Bay WI 53191 (262) 245-2700

Receipt No: 20.001094 Jun 4, 2024

Peter Kahl

REC DEPARTMENT - EDGEWATER PARK DEPOSIT	500.00
100-44108 EDGEWATER DEPOSIT	
Total:	500.00
CHECKS Check No: 5232	500.00
Payor: Peter Kahl	
Total Applied:	500.00
Change Tendered:	.00

06/04/2024 9:35 AM

WEST BEND
A MUTUAL INSURANCE COMPANY*

West Bend Mutual Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

New Business

Commercial Lines Policy Declaration

Customer Number: 1000741340
Policy Number: B681694 00

Policy Period: 05/03/2024 to 05/03/2025
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Ingalls Koeppen Post 102 American Legion
PO Box 452
Walworth, WI 53184

Agency Name and Address: 48307
TRICOR LLC
PO BOX 450
LANCASTER, WI 53813
608-723-6441

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Coverage Part	Premium
Commercial General Liability Coverage	$665.00
Total Premium:	$665.00
Total Including Taxes, Fees and Surcharges:	$665.00

This is not a bill. A billing invoice will be sent separately.

See attached schedule for forms applicable to all coverage parts.

VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-46-24

A RESOLUTION APPROVING EDGEWATER PARK USE AND POLICY CONTRACT
(Ingalls-Koeppen American Legion Post 102 POW/MIA Silent March)

WHEREAS, on July 1, 2024, the Village of Williams Bay Parks and Lakefront Committee determined that it is in the best interests of the Village and its residents to authorize approval of the attached Edgewater Park Use Application for Ingalls-Koeppen American Legion Post 102 POW/MIA Silent March on September 21, 2024:

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended Edgewater Park Use Application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, upon recommendation by the Parks and Lakefront Committee, do hereby ordain approval of this Edgewood Park Use Application:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended Application and authorizes the event, therefore.

Approved by the Village Board of the Village of Williams Bay this XXth day of July 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

DRAFT

Good Morning Mr. Russell,

My name is Rick Dasko and my wife and I have owned a home here in Williams Bay for 24 years. We put our name on the waiting list for a municipal slip in 2001. We were thrilled to receive the call 2 years ago and we now lease slip 27 on the West Pier for the last 3 years. (24' length limit in a 28' deep slip)

I recently saw that the village passed a resolution to allow a 21' boat in the slips that were originally restricted to 18' boats. I understand the reasoning behind allowing this change to be made and I also understand the reasoning to only allow boats 3'-4' shorter than the actual slip length to prevent the crashing of the boats into the piers during rough waters. (Boats not on lifts).

Our boat slip is 28' long and we are restricted to a 24' boat. Last summer we looked at purchasing a new boat which was 24'-3" long. We asked the Village Administrator if that would be acceptable and he said no. We have a hydraulic lift in our slip and the boat easily fit with room to spare. Last year there were a few other boats scattered throughout the slips that appeared to be longer than 24'.

We're hoping you might be able to help us modify some of the restrictions regarding boat lengths and possibly make exceptions for boats on lifts that would still maintain a comfortable spacing within the slip without jeopardizing any damage to the pier structures themselves.

Thank you for your time and we look forward to hearing back from you.

Rick Dasko

Bailey Estates Playground Options - Lee Recreation, LLC thru Sourcewell 6/25/2024

Option 1	$56,812.43	Recommended Option with borders costing $2,340	Director of Public Works Wayne Edwards and Recreation Directory Ryan Knopp.
Option 2	$50,557.58		
Option 3	$107,740.00	This is the same size as Option 2 but is for ages 2-12, which is more appropriate.	

Sourcewell Website https://www.sourcewell-mn.gov/

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

BAILEY ESTATES PARK OPTION 1

PROPOSAL #: 142-186543-1

MADE IN WISCONSIN



LR
LEE
RECREATION LLC

3D Designer: Felicia

SERIES Burke Basics | Synergy

SITE PLAN VIEW

GROUP:
Structure|Freestanding

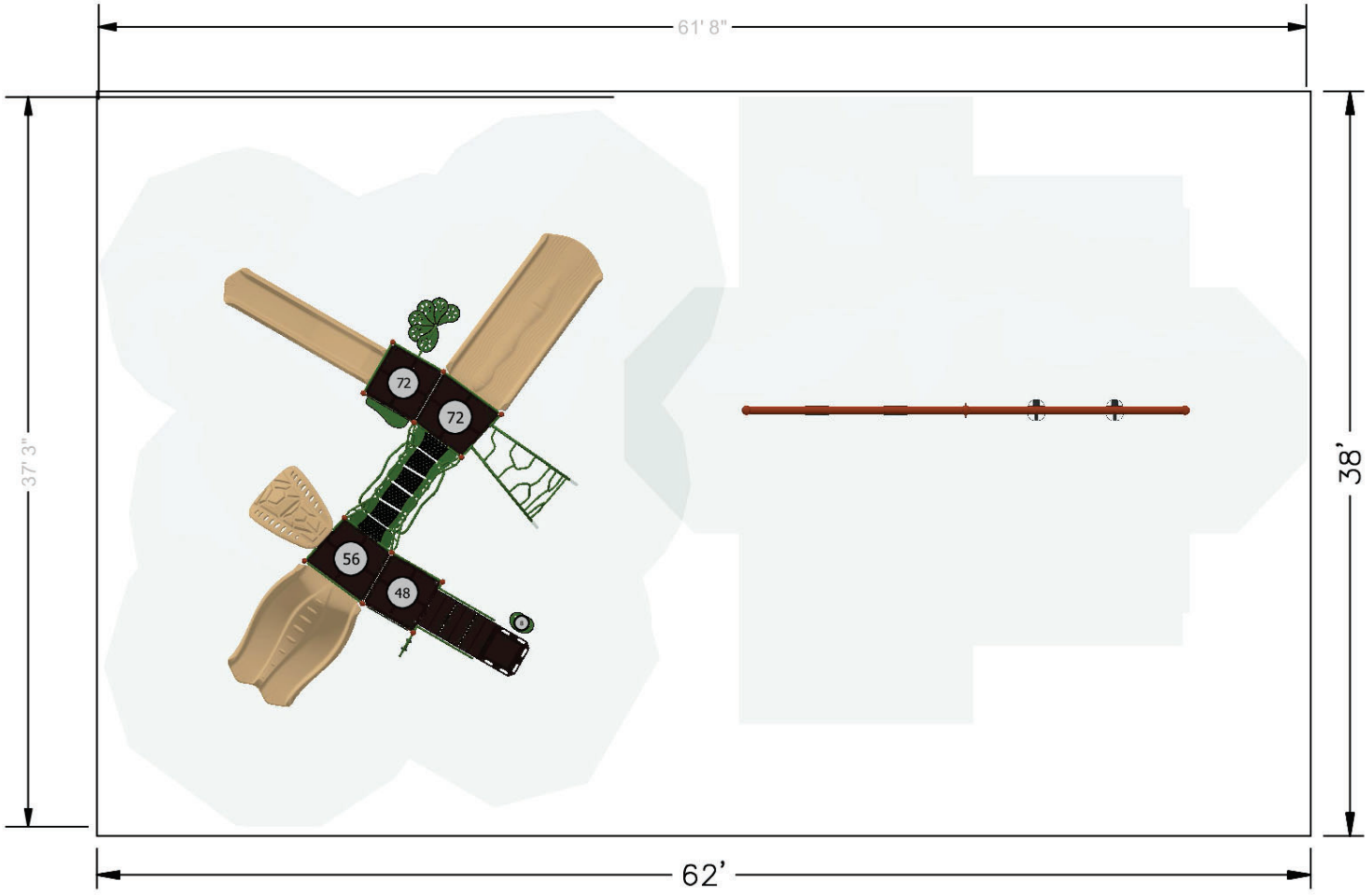
DESIGNED FOR AGES:
2 to 12

Bailey Estates Park
Williams Bay, WI 53191

06/05/2024

Lee Recreation, LLC
142-186543-1

Designer: Denise Stalinger



NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

AREA: 2,360 SQ. FT.

0 1 5 10 20
SCALE IN FT

OVERALL BOUNDING OF USE ZONES
Area: 2295.5 sq.ft.
Perimeter: 197.8 ft.
STRUCTURE SIZE: 62' 3"x61' 8"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
15	11 / 6	10 / 0	0 / 0	6 / 4	3 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

LEE RECREATION, LLC

Office (800) 775-8937
Fax (608) 423-7655

260 W. Main Street
Cambridge, WI 53523

info@leerecreation.com
www.leerecreation.com

PROVIDING FUN ACROSS WISCONSIN SINCE 1995

DATE: June 10, 2024

TO: Village of Williams Bay
Attn: Wayne Edwards
250 Williams St.
Williams Bay, WI 53191

SOURCEWELL ID #: 140055

PROJECT NAME: Bailey Estates Park
PROJECT LOCATION: 421 Cumberland Dr.
Williams Bay, WI 53191

FROM: Jeff Thompson
RE: Playground Proposal **#142-186543-1**

BURKE "Play That Moves You" – Sourcewell Contract #010521-BUR

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
142-186543-1	Synergy Structure	$34,372.00	$34,372.00
550-0201	Single Post Swing Assembly	$ 1,553.00	$ 1,553.00
550-0202	Single Post Swing Add-On Bay	$ 1,293.00	$ 1,293.00
550-0111	2- Belt Swing Seats	$ 123.00	$ 246.00
550-0099	2- Tot Swing Seats	$ 221.00	$ 442.00
Discount	7% Discount Per Sourcewell Contract #010521-bur		($ 2,653.42)
Assembly	Assembly/Installation		$11,375.00
Freight	Delivery of Equipment		$ 1,200.00
Open Market EWF	105yd³ Engineered Wood Fiber Surfacing, Delivered Only		$ 2,730.00
	TOTAL		**$50,557.58**

Quote accepted by:_____**Date:**_____

- TERMS: Net 30 from ship date for equipment & freight; Net 30 from completion date for all remaining
- Marking of Private Lines, Site Preparation, Security of Site and Site Restoration is the responsibility of the Customer
- Lead-Time: 10-12 weeks upon receipt of order
- Quote effective: **Until 07-07-2024**

PROPOSAL #: 142-186544-1

BAILEY ESTATES PARK OPTION 2

MADE IN WISCONSIN

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250



COLOR KEY

- BLACK
- BURGUNDY
- TAN
- GREEN
- B GRAY/BLACK
- B BLACK/GRAY

LR
LEE
RECREATION LLC

3D Designer- Felicia

NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

AREA: 2,310 SQ. FT.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
16	11 / 6	4 / 0	0 / 0	7 / 4	4 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 2233.9 sq.ft.
Perimeter: 197.4 ft.
STRUCTURE SIZE: 62"x63' 7"
POST SIZE(S): 5"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics | Synergy

SITE PLAN VIEW

GROUP:
Structure|Freestanding

DESIGNED FOR AGES:
2 to 12

Bailey Estates Park
Williams Bay, WI 53191

06/05/2024

Lee Recreation, LLC
142-186544-1

Designer: Denise Stalinger

LEE RECREATION, LLC
PROVIDING FUN ACROSS WISCONSIN SINCE 1995

Office (800) 775-8937
Fax (608) 423-7655

260 W. Main Street
Cambridge, WI 53523

info@leerecreation.com
www.leerecreation.com

DATE: June 10, 2024

TO: Village of Williams Bay
Attn: Wayne Edwards
250 Williams St.
Williams Bay, WI 53191

SOURCEWELL ID #: 140055

PROJECT NAME: Bailey Estates Park
PROJECT LOCATION: 421 Cumberland Dr.
Williams Bay, WI 53191

FROM: Jeff Thompson
RE: Playground Proposal #**142-186544-1**

BURKE "Play That Moves You" – Sourcewell Contract #010521-BUR

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
142-186544-1	Synergy Structure	$37,617.00	$37,617.00
550-0201	Single Post Swing Assembly	$ 1,553.00	$ 1,553.00
550-0202	Single Post Swing Add-On Bay	$ 1,293.00	$ 1,293.00
550-0111	2- Belt Swing Seats	$ 123.00	$ 246.00
550-0099	2- Tot Swing Seats	$ 221.00	$ 442.00
Discount	7% Discount Per Sourcewell Contract #010521-bur		($ 2,880.57)
Assembly	Assembly/Installation		$12,350.00
Freight	Delivery of Equipment		$ 1,200.00
Open Market EWF	102yd³ Engineered Wood Fiber Surfacing, Delivered Only		$ 2,652.00
	TOTAL		**$54,472.43**

Quote accepted by:_____**Date:**_____

- TERMS: Net 30 from ship date for equipment & freight; Net 30 from completion date for all remaining
- Marking of Private Lines, Site Preparation, Security of Site and Site Restoration is the responsibility of the Customer
- Lead-Time: 10-12 weeks upon receipt of order
- Quote effective: **Until 07-07-2024**

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

EDGEWATER PARK OPTION 3

PROPOSAL #: 142-182288-1

MADE IN WISCONSIN



COLOR KEY

- BLUE
- GOLD
- GRANITE
- GRAY
- BLUE/YELLOW
- GRAY/BLACK

LR LEE RECREATION LLC

3D Designer: Christian

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
38	13 / 7	4 / 0	0 / 0	27 / 4	10 / 3

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 4989.9 sq.ft.
Perimeter: 286.5 ft.
STRUCTURE SIZE: 10"x83' 6"
POST SIZE(S): 5"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics | ShadePlay Max | Synergy | RockIt

SITE PLAN VIEW

GROUP:
Structure|Shade|Freestanding

DESIGNED FOR AGES:
2 to 12

Edgewater Park-Williams Bay
Wild Rose, WI 54984

03/22/2024

Lee Recreation, LLC
142-182288-1

Designer: Brandy Janke

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

LEE RECREATION, LLC

Office (800) 775-8937
Fax (608) 423-7655

260 W. Main Street
Cambridge, WI 53523

info@leerecreation.com
www.leerecreation.com

PROVIDING FUN ACROSS WISCONSIN SINCE 1995

DATE: March 27, 2024

TO: Village of Williams Bay
250 Williams St.
Williams Bay, WI 53191

SOURCEWELL ID #:140055

PROJECT NAME: Edgewater Park
PROJECT LOCATION: Attn: Wayne Edwards
5 E. Geneva St.
Williams Bay, WI 53191

FROM: Jeff Thompson
RE: Playground Proposal **#142-182288-1**

BURKE "Play That Moves You" – Sourcewell Contract #010521-BUR

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
142-182288-1	Nucleus Structure	$63,302.00	$63,302.00
550-0201	Single Post Swing Assembly	$ 1,553.00	$ 1,553.00
550-0202	1- Single Post Swing Add-On	$ 1,293.00	$ 1,293.00
550-0111	2- Belt Seats w/ Standard Chain	$ 123.00	$ 246.00
550-0099	2-Tot Swing Seats w/ Standard Chain	$ 221.00	$ 442.00
570-2745	Orb Rocker	$ 8,947.00	$ 8,947.00
570-2745	Orb Rocker Footer	$ 661.00	$ 661.00
580-0172	4- 6' Traditional Bench w/ Back	$ 758.00	$ 3,032.00
560-2573	KidForce Spinner	$ 940.00	$ 940.00
560-2756	ShadePlay Max Single Post 16' x 16' x 8'	$ 5,764.00	$ 5,764.00
Discount	10% Discount Per Sourcewell Contract #010521-bur		($ 8,618.00)
Discount	Additional Discount		($ 4,210.00)
Discount	Orb Rocker Footer Discount		($ 661.00)
Assembly	Assembly/Installation		$25,854.00
Freight	Delivery of Equipment		$ 1,500.00
OPEN MARKET			
Border TIM	66-4' Border Timbers		$ 2,970.00
EWF	175 yds Engineered Wood Fiber Delivered		$ 4,725.00
	TOTAL		**$107,740.00**

Quote accepted by:_____**Date:**_____

- TERMS: Net 30 from ship date for equipment & freight; Net 30 from completion date for all remaining
- Marking of Private Lines, Site Preparation, Resilient Surfacing and Site Restoration is the responsibility of the Customer
- Lead-Time: 10-12 weeks upon receipt of order
- Quote effective: **Until 05-01-2024**

AGREEMENT FOR PLACEMENT OF OUTDOOR BAIT AND TACKLE VENDING MACHINE

This Agreement is made and entered into as of this ___ day of _____, 2024, by and between the Village of Williams Bay, a municipal corporation organized under the laws of the State of Wisconsin (hereinafter referred to as "Village"), and Lakeside Bait & Tackle, a business located at 3542 State Rd 50, Delavan, WI 53115 (hereinafter referred to as "Vendor").

RECITALS

WHEREAS, the Village owns and operates the Lakefront Office of the Williams Bay Recreation Department located at 15 E Geneva St, Williams Bay, WI 53191; and

WHEREAS, the Vendor desires to place an outdoor bait and tackle vending machine on the premises of the Lakefront Office; and

WHEREAS, the Village is willing to grant the Vendor the right to place and operate said vending machine in exchange for a percentage of the net sales generated by the vending machine.

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

1. **Placement and Operation of Vending Machine**

   The Village hereby grants the Vendor the right to place and operate one (1) outdoor bait and tackle vending machine at the Lakefront Office of the Williams Bay Recreation Department located at 15 E Geneva St, Williams Bay, WI 53191.

2. **Term**

   The term of this Agreement shall commence on the date first written above and shall continue for a period of one (1) year, unless terminated earlier in accordance with the provisions of this Agreement. This Agreement may be renewed for additional one-year terms upon mutual written consent of both parties.

3. **Revenue Sharing**

   The Vendor agrees to pay the Village ten percent (10%) of the net sales generated by the vending machine on a monthly basis. "Net sales" shall be defined as the gross sales from the vending machine less sales tax and any refunds issued.

4. **Payment Terms**

   Payments to the Village shall be made by the Vendor on or before the tenth (10th) day of each month for the net sales of the previous month. Payments shall be accompanied by a statement detailing the gross sales, sales tax, refunds, and net sales for the period.

5. **Maintenance and Liability**

   The Vendor shall be solely responsible for the maintenance, stocking, and operation of the vending machine. The Vendor agrees to maintain the vending machine in good working order and in a clean and sanitary condition at all

times. The Vendor shall also be responsible for obtaining any necessary permits or licenses required for the operation of the vending machine.

The Vendor agrees to indemnify and hold harmless the Village, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the placement, operation, or maintenance of the vending machine.

6. **Termination**

   Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. Upon termination, the Vendor shall remove the vending machine and restore the premises to its original condition, reasonable wear and tear excepted.

7. **Notices**

   Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or by recognized overnight courier service to the addresses set forth below:

   For the Village: Ryan Knop, Recreation Director Village of Williams Bay Recreation Department 15 E Geneva St Williams Bay, WI 53191

   For the Vendor: Lakeside Bait & Tackle 3542 State Rd 50 Delavan, WI 53115

8. **Entire Agreement**

   This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to the subject matter hereof.

9. **Amendments**

   This Agreement may be amended only by a written instrument signed by both parties.

10. **Governing Law**

    This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Village of Williams Bay

By: _____
Ryan Knop, Recreation Director
Date: _____

Lakeside Bait & Tackle

By: _____
Lakeside Bait & Tackle
Date: _____

VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

UNOFFICIAL MINUTES
PROTECTIVE SERVICES COMMITTEE MEETING MEETING
WEDNESDAY, JUNE 12, 2024 AT 4:00 PM
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

I. Call to Order

Chairman Trustee Vlach called the meeting to order at 04:00pm.

II. Roll Call

Present: Trustees George Vlach, Adam Jaramillo, Steven Russell
Also Present: President Duncan, Trustee Wright, Trustee Umans, Police Chief Timm, Fire Chief Smith, Administrator Lothspeich, Clerk Kolls

III. Consideration and Possible Action on Public Administration Associates (PAA) Public Safety Study; Staffing and Fleet Projections Re Williams Bay Fire Department & Fontana Emergency Medical Services (EMS)

The Committee discussed the Public Administration Associates Public Safety Study and the need for new Fire Department and Police Department Buildings. The Committee discussed the possible need to update the Ordinance to make the Fire Department a Village Department.

IV. Discussion or Action on Next Steps, Including Possible Long-Term Agreement with the Village of Fontana for Emergency Medical Services

The Committee gave direction to Administrator Lothspeich to speak with the Village Administrator of Fontana to see what kind of agreement they were looking for.

V. Adjourn

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Russell at 5:23pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

These are not official Minutes until approved by the Governing Body.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ _____ Application Date: _____

☐ Town ☒ Village ☐ City of Williams Bay County of _____

The named organization applies for: *(check appropriate box(es).)*

☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning _____ and ending _____ and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association or Agricultural Society ☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Williams Bay Cultural Arts Alliance - Fine Art Fest

(b) Address PO Box 314 Williams Bay, WI 53191
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 10-2013

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:
President Sandra Johnson (See below)
Vice President Pam Ring
Secretary Carol Johnson, 5510 Dorsett Dr. Madison, WI 53191
Treasurer Ray Ring

(g) Name and address of manager or person in charge of affair: Sandra Johnson
2327 Theatre Rd. Williams Bay WI 53191

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Edgewater Park

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Pavillion + Park

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Williams Bay Fine Art Fest

(b) Dates of event July 27 + 28, 2024

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

Officer _____ WB Cultural Arts Alliance
(Signature / Date) (Name of Organization)

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

AT-315 (R. 9-19) Wisconsin Department of Revenue

VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-43-24

A RESOLUTION GRANTING TEMPORARY CLASS "B" FERMENTED MALT BEVERAGE AND TEMPORARY "CLASS B" WINE LICENSE TO WILLIAMS BAY CULTURAL ARTS ALLIANCE FOR THE ANNUAL WILLIAMS BAY FINE ARTS FEST

WHEREAS, on July 1, 2024 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Application for Temporary Class "B"/"Class B" Retailers License by the Williams Bay Cultural Arts Alliance for The Annual Williams Bay Fine Arts Fest on July 27 & 28, 2024; and

WHEREAS, the licensed outdoor beer garden area for fermented malt beverages will encompass portions of the Edgewater Park property that will be set up and operated within the perimeter fenced area with entry monitored and limited to individuals that are a minimum of 21 years old; and

WHEREAS, that a licensed operator will be on the premises at all times to oversee the serving of alcohol; and

WHEREAS, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. "No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board"; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended special permit application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended application and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this 1st day of July 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

STAFFING AND FLEET PROJECTIONS

Village of Fontana- Police and Fire Departments

Village of Williams Bay- Fire Department

Prepared by:

Public Administration Associates, LLC.

Goals of the Study

- Make recommendations regarding the future of public safety operations Emphasizing:
  - Projected staffing
  - Vehicle/apparatus needs
  - Potential station locations
  - Guidance on future station design needs

What are the issues if any?

- The Fire Stations of both communities have space and structural issues
- Concerns in meeting future demand
- Dwindling Paid On-Call/Volunteer Staff
- Future regional efforts

Fontana Facts Significant to Public Safety

Year	2020 Projection	Current Permanent	2025 Projection	2030 Projection	2035 Projection	2040 Projection
Permanent	1,872	1,875	1,715	1,730	1,690	1,630
Seasonal	8,400	8,400	8,400	8,400	8,400	8,400
Total Population	10,080	10,275	10,115	10,130	10,090	10,030

Demographics

- Median Age -55.6 Walworth County 40.5 years
- 25-44 age 27.4% of population in 2000 to 16.3% in 2015
- Over-64 group 48% of population

Area and Property Risk

- 3.5 square miles
- 66% of the Village's total land area is residential or mixed residential

Williams Bay Facts Significant to Public Safety

	2020 Census	Current Population	2025 Projection	2030 Projection	2035 Projection	2040 Projection
Permanent	2,953	2,989	3,184	3,433	3,701	3,991
Seasonal	2,953	2,989	3,184	3,443	3,701	3,991
Total	5,906	5,978	6,368	6,876	7,402	7,982

Demographics

- Median Age -48.2 Walworth County 40.5 years
- Over-64 group 27% of population
- 92% of Village residents commute outside of Williams Bay for work

Area and Property Risk

- 2.8 square miles
- 31% of the Village's total land area is residential or mixed residential

Fontana Fire and EMS Department

- Provides Fire response and Emergency Medical Ambulance Service at the Paramedic level to the Villages of Fontana and Williams Bay by contract
- Fire Chief (Part-time)
- Assistant Chief (Part-time)
- 13 Firefighter Paramedics Full-time Career- Part-time Equivalent of 1 FTE
  - 4 Minimum on Duty in Station (s) 24/7;
  - Chief Officer or Part-time in station Weekdays 7-5, 1 Part-time peak times on weekends
- 4- Part-time
- 16 Paid-on-Call Department members on roster

Fontana Fire and EMS Department

- One station-shared with Police Department
- One Station
- 3- Ambulances (One leased from Williams Bay)
- 2-Engines
- 1- Quint (Combination Engine and Ladder Truck)
- 1- Grass/Brush Truck
- 2- Boats
- Dive/Rescue Trailer
- Command Vehicle

Demand for Service

	One year data			6 month data		
Call Type	2022-23 Outside of Village	2022-23 in Village	2022-23 Total Calls	2023 Outside of Village	2023 in Village	2023 Total Calls
Fire:						
Building Fire	5	0	5	9		9
Cooking Fire	2	0	2	1	2	3
Vehicle Fire	2	0	2			0
Fire Other	1	2	3	1	1	2
Outdoor Fire	4	4	8	1	1	2
Rescue:						
EMS Call	337	228	565	203	92	295
Vehicle Accident	10	7	17	4	7	11
Invalid Assist	15	19	34	2	3	5
Water Rescue		4	4	2	0	2
Rescue Other		3	3		1	1
Hazardous Condition:						
CO Alarm	2	15	17	1	7	8
Gas Leak	1	8	9		5	5
Wire Down		4	4		2	2
Haz Mat Spill/Leak		1	1		0	0
False Alarms:						
Alarm, no fire, false	6	54	60	2	29	31
Sprinkler malfunction		0	0		0	0
Smoke Scare	2	4	6		1	1
Service Call:						
Cover/Move Up	7		7	1		1
Cancelled En Route	26	7	33	9	5	14
Misc. Service Call	2	13	15	1	8	9
Total Calls	**422**	**373**	**795**	**237**	**164**	**401**

Service Performance

Response time	2022-23 in Village	2023 in Village
<6 minutes	82%	74%
<10 minutes	98%	94%
>10	2%	6%

What is “Good” Response Time Performance

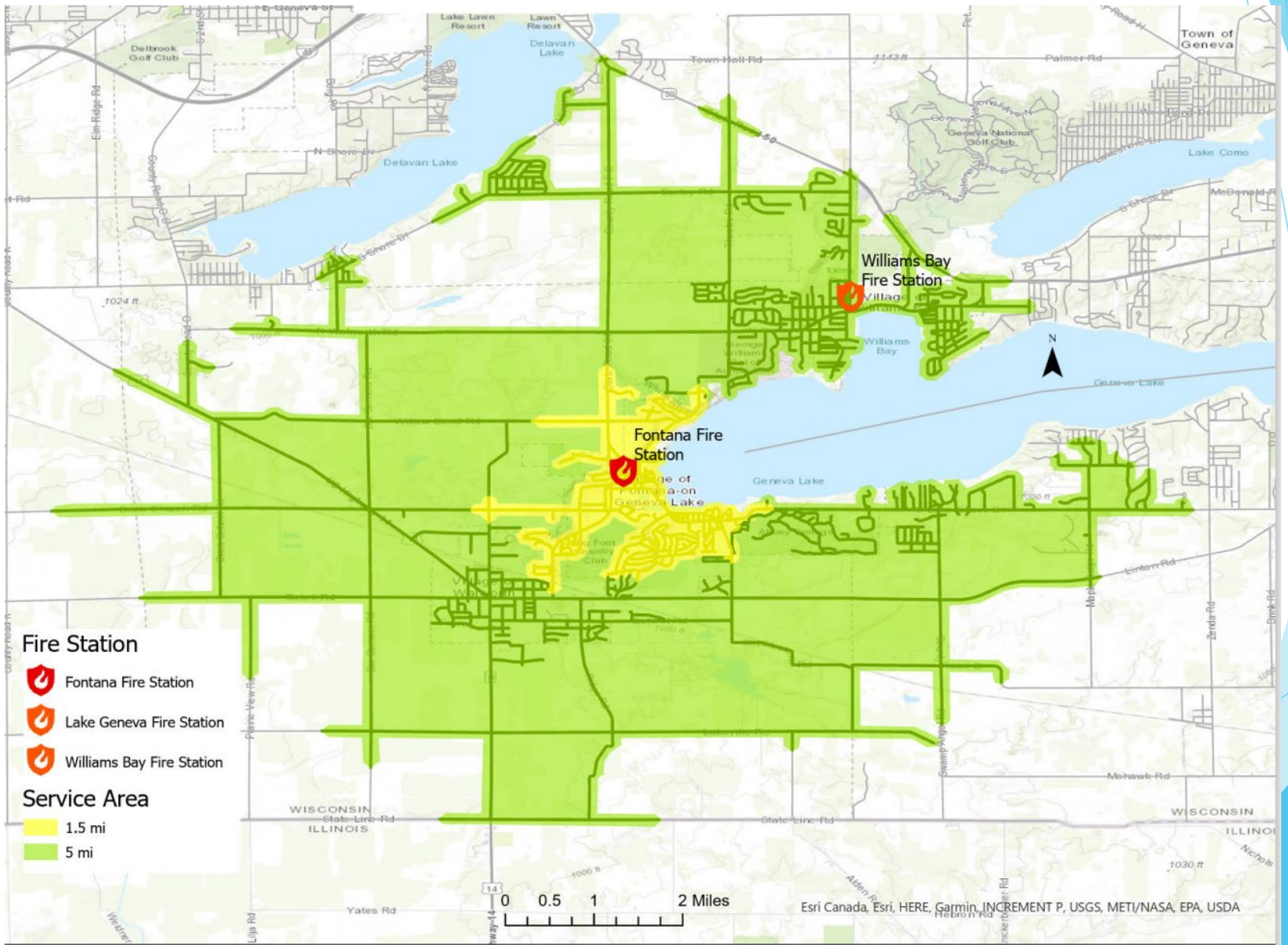
NFPA 1720 Standard for the Organization and Deployment of Fire Suppression, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments

- Urban areas (1,000 population/sq. mile) of 15 personnel on scene in 9 minutes total response time or less 90% of the time.
- Suburban areas (500-1,000 population/sq. mile)10 personnel on scene with a response time of 10 minutes or less, 80% of the time
- Rural areas (500-1,000 population/sq. mile and 6 personnel on scene in 14 minutes 80% of the time for

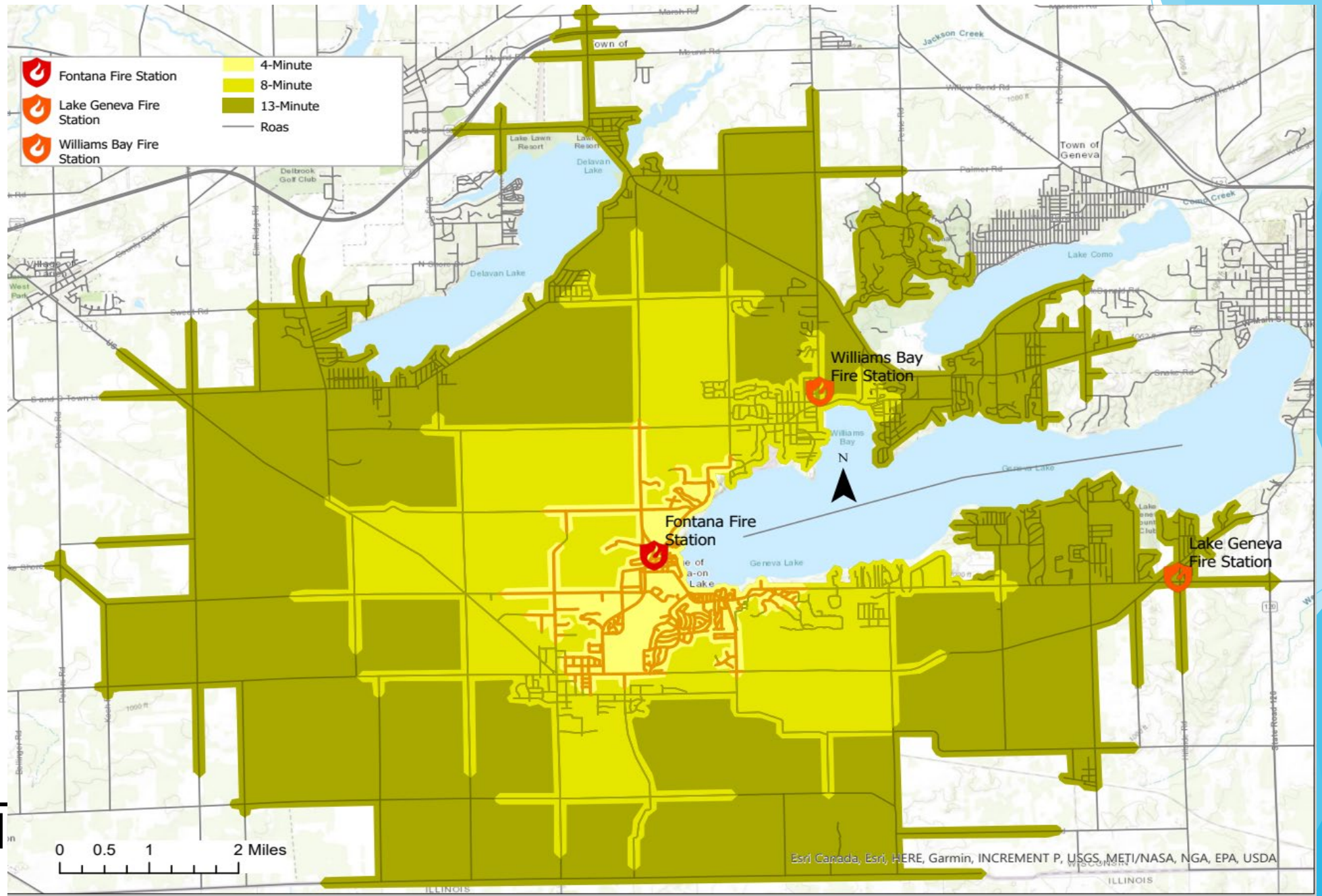
Insurance Service Office ISO Rating

- Overall ISO Rating Is on a scale of 1-10, with 1 being the best.
- Three areas rated, Dispatch/Communications- Fire Department-Water Supply
- Fire Department Rating
  - Maximum Credit for response is less than 1.5 miles
  - Must be within 5 miles of the station to receive any fire department credit
  - Personnel credit
    - 4 per Fire Company
    - Paid on Call Staff/Volunteers counted as 1/3
- Current rating for the Village of Fontana is 3/3y

Village of Fontana Current Station ISO Distance



Village of Fontana Current Response Travel Times



Williams Bay Fire Department

- Provides Fire Response to Village of Williams Bay
- All Members are Paid-on-Call
- Fire Chief
- Assitant Chief
- 3-Captains (1-EMS)
- 2-Lieutenants
- 16-Fireifighters Paid on Call Department on roster

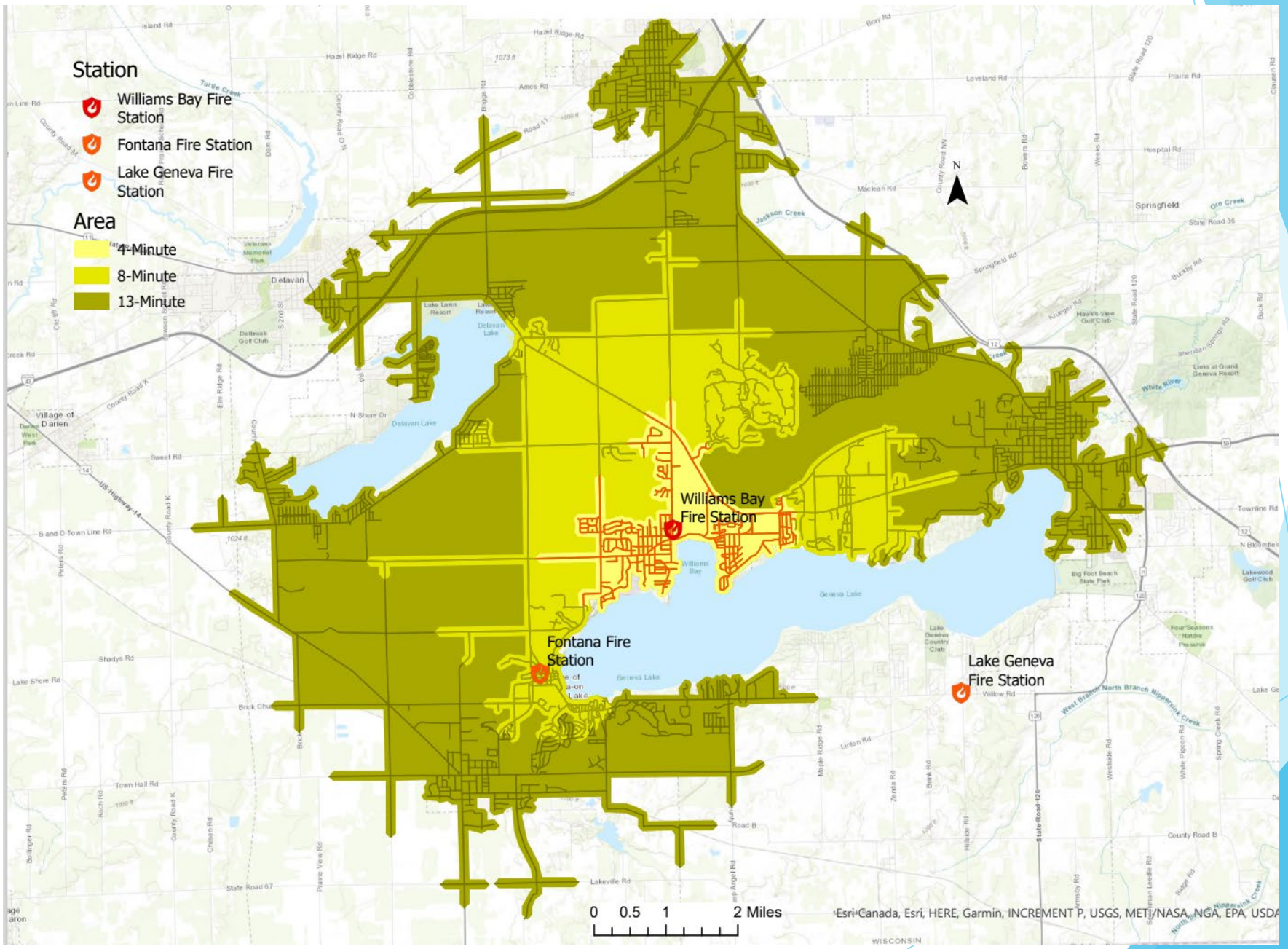
Demand for Service

Call Type	2020	2021	2022	2023
Fire:				
Building Fire	5	5	7	9
Cooking Fire	0	1	0	
Vehicle Fire	2	1	0	2
Fire Other	2	1	3	18
Outdoor Fire	2	7	3	0
Rescue:				
EMS Call	5	4	4	0
Vehicle Accident	7	4	3	4
Invalid Assist	0	2	3	
Water Rescue	3	4	1	
Rescue Other	1	1	2	
Hazardous Condition:				
CO Alarm	10	5	5	
Gas Leak	4	6	4	3
Wire Down	2	7	3	
Haz Mat Spill/Leak	4	1	0	
False Alarms:				
Alarm, no fire, false	50	55	29	62
Sprinkler malfunction	0		0	0
Smoke Scare	0	15	24	
Service Call:				
Cover/Move Up		3	2	2
Cancelled En Route	31	19	10	
Misc. Service Call	7	5	9	1
Total Calls	**135**	**146**	**112**	**101**

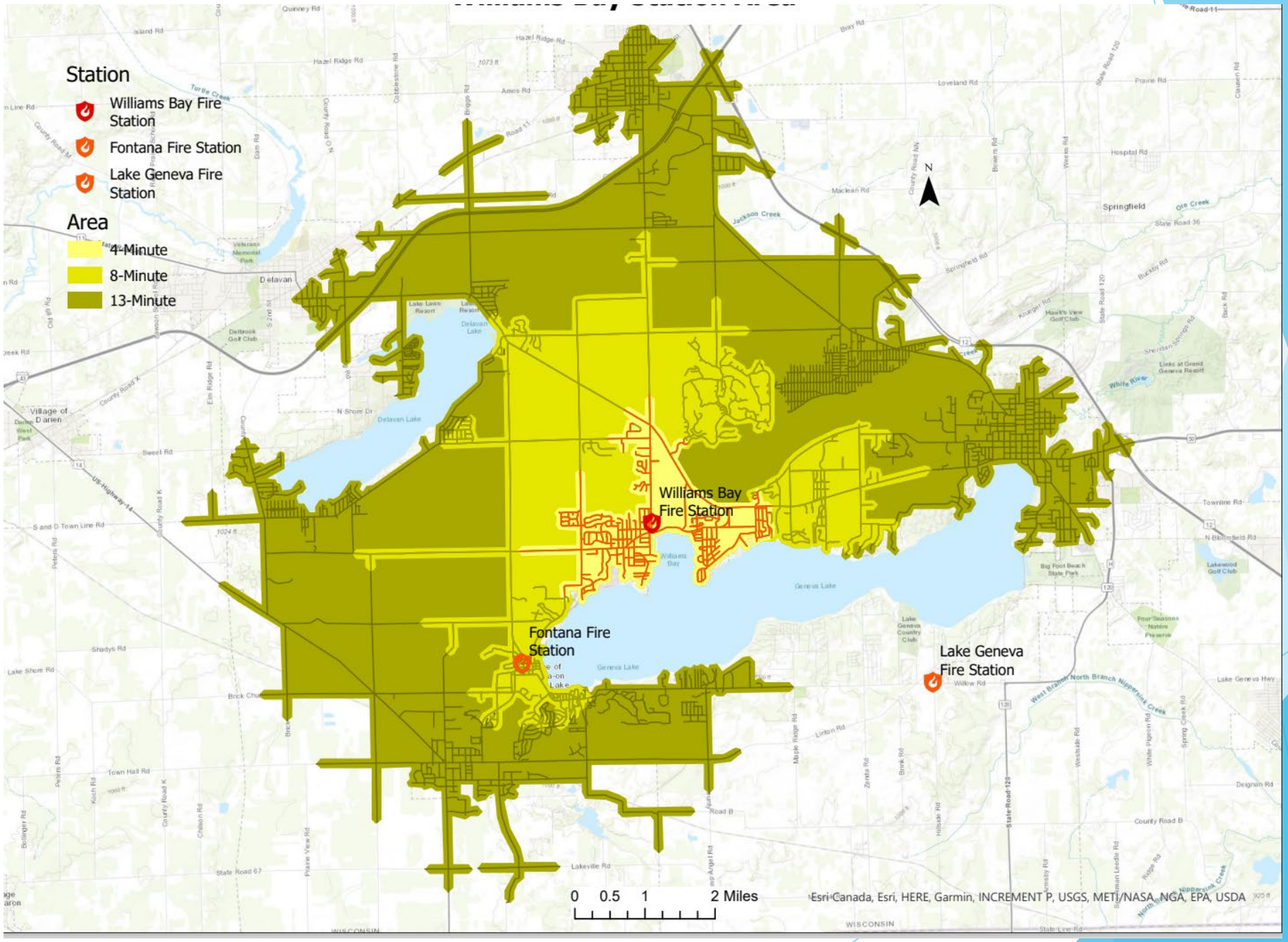
Service Performance

Response time	2022	2023
<6 minutes	67%	54%
<10 minutes	98%	82%
>10	1%	18%

Village of Williams Bay Current Station ISO Distance



Village of Williams Bay Current Response Travel Times



Future Station Considerations

- Maintain or improve response travel times
- Adequate space for current and future station needs
- NFPA 1710/1720 Standards for location and staffing
- ISO Rating System
- Available land
- Future regional efforts

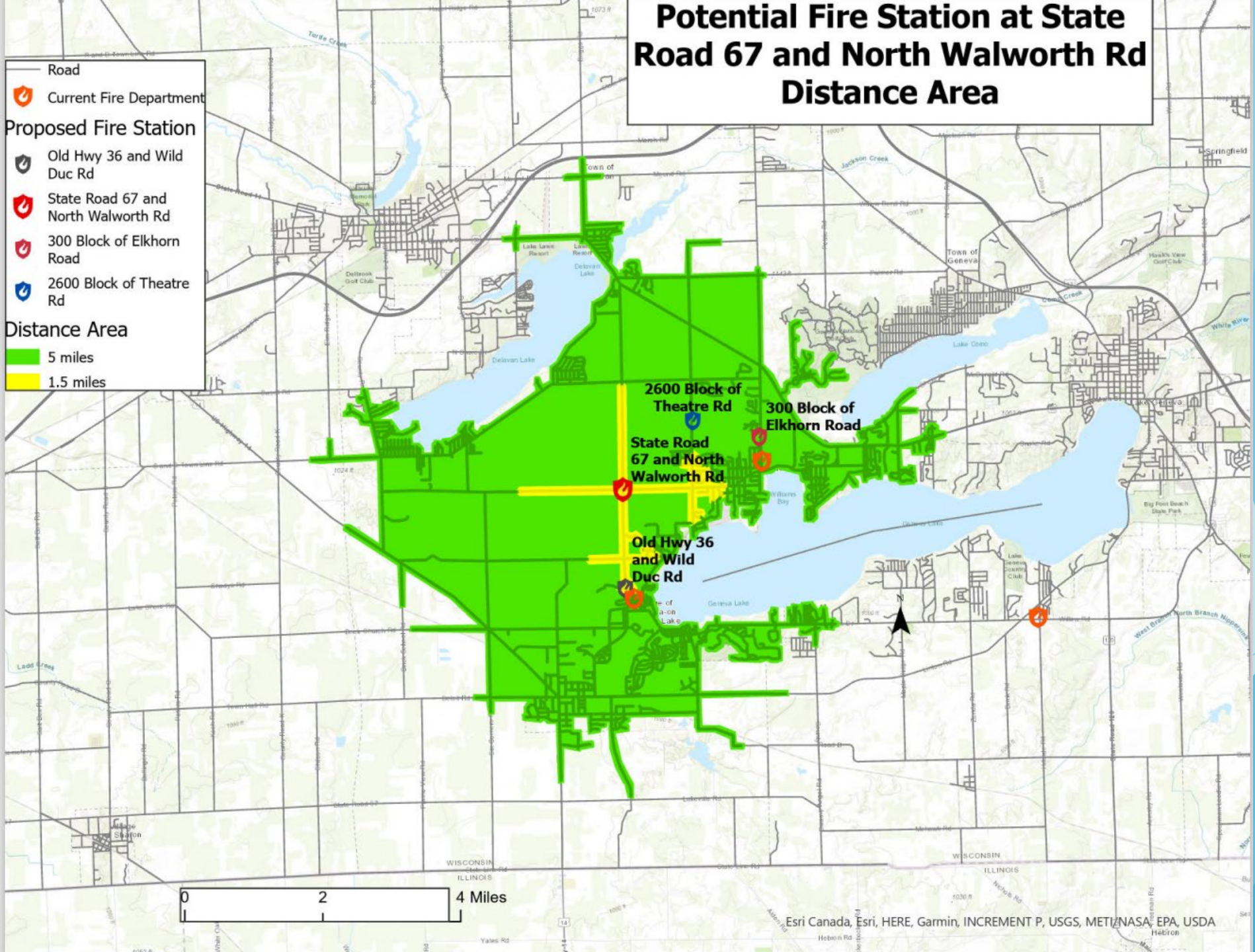
Shared Station Hwy 67 and Walworth Rd

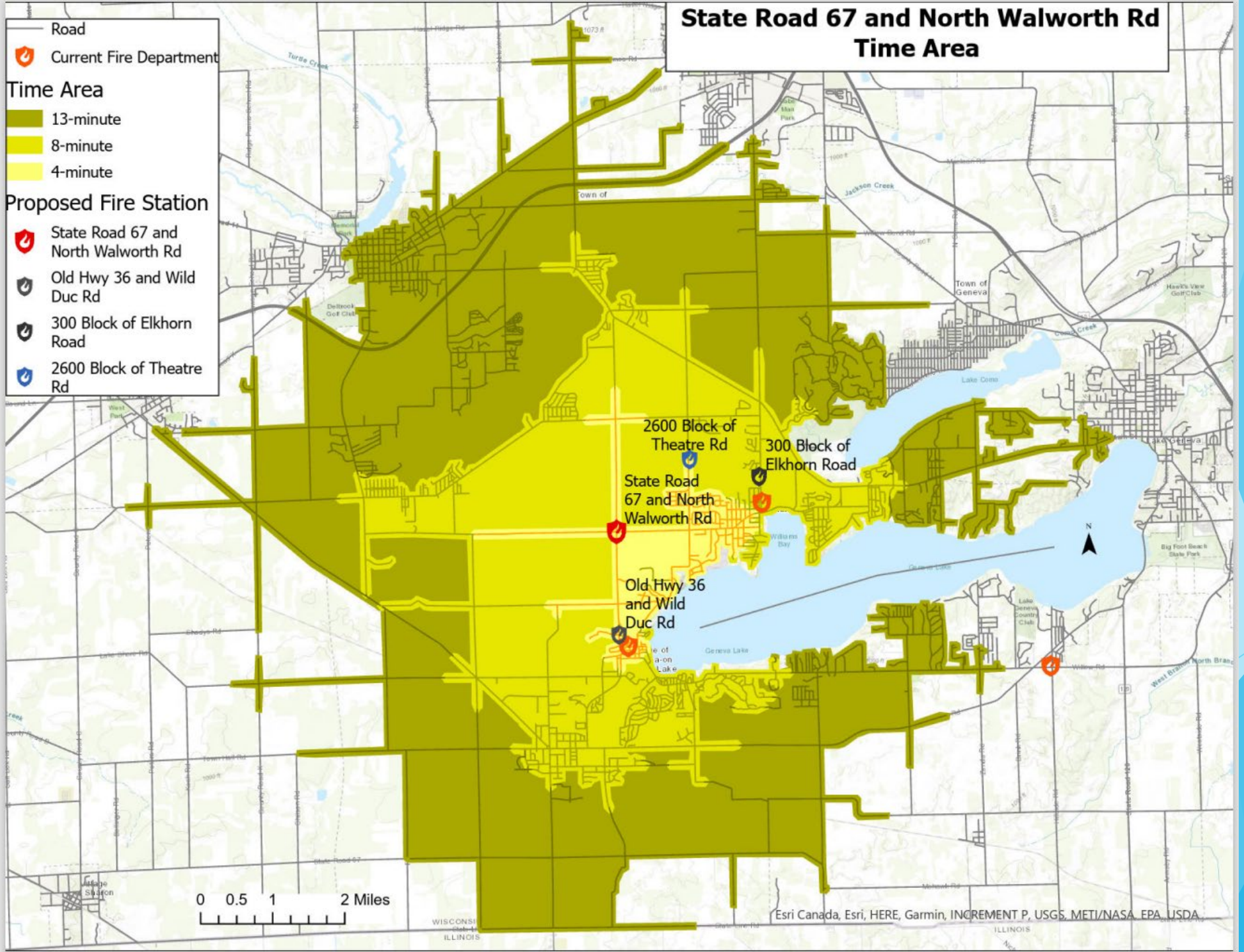
Advantages

- Land space
- Shared training/meeting space

Disadvantages

- Does not meet response time parameters for either community
- Not located in either community
- Limited economies of scale with two separate departments


Potential Fire Station at State Road 67 and North Walworth Rd Distance Area
Road
Current Fire Department
Proposed Fire Station
Old Hwy 36 and Wild Duc Rd
State Road 67 and North Walworth Rd
300 Block of Elkhorn Road
2600 Block of Theatre Rd
Distance Area
5 miles
1.5 miles
2600 Block of Theatre Rd
300 Block of Elkhorn Road
State Road 67 and North Walworth Rd
Old Hwy 36 and Wild Duc Rd
0
2
4 Miles
Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA


State Road 67 and North Walworth Rd Time Area
Road
Current Fire Department
Time Area
13-minute
8-minute
4-minute
Proposed Fire Station
State Road 67 and North Walworth Rd
Old Hwy 36 and Wild Duc Rd
300 Block of Elkhorn Road
2600 Block of Theatre Rd
2600 Block of Theatre Rd
300 Block of Elkhorn Road
State Road 67 and North Walworth Rd
Old Hwy 36 and Wild Duc Rd
0 0.5 1 2 Miles
Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Fontana Station Apparatus and Staffing

Staffing the current need for Fontana:

7:00 AM to 5:00 PM Monday through Friday (two options):

Engine: 1 cross-trained Firefighter/Paramedic Driver/Operator
Ambulance: 2 (two cross trained Firefighter/Paramedics)
With a POC response

Or

Engine: 1 cross-trained Firefighter/Paramedic Driver/Operator
1- cross-trained Officer/Paramedic
Ambulance:2 (two cross-trained Firefighter/Paramedic)
With a POC response

5:00 PM to 7:00 AM

As currently staffed
4-cross trained Firefighter/Paramedic
With a POC response

Fontana Station Apparatus and Staffing

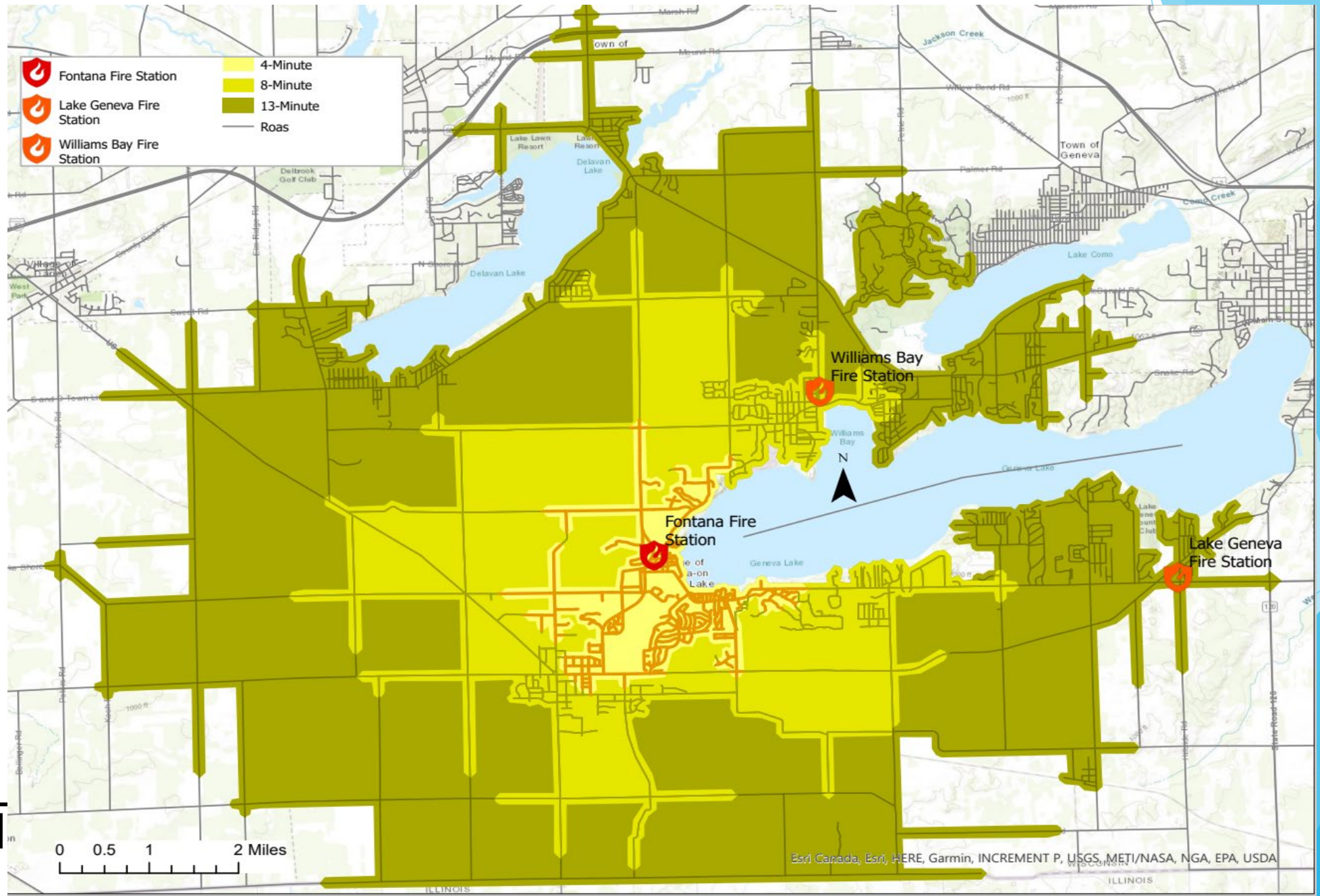
- Future Staffing- in 24 hour staffing potential need
  - Engine 4 Personnel
  - Ambulance 2 Personnel
  - Quint 3 Personnel
  - Chief 1 Person
  - Station Should be designed for at least 10 Personnel
  - Added Capacity can also be used to staff up for peak demand times

- Fire Apparatus
  - Primary Staffed Engine
  - Reserve Engine
  - Quint Ladder Truck
  - Primary Ambulance
  - Reserve Ambulance
  - Brush/Tow Vehicle
  - Air Boat
  - Command Vehicle
  - Tech Rescue Trailer

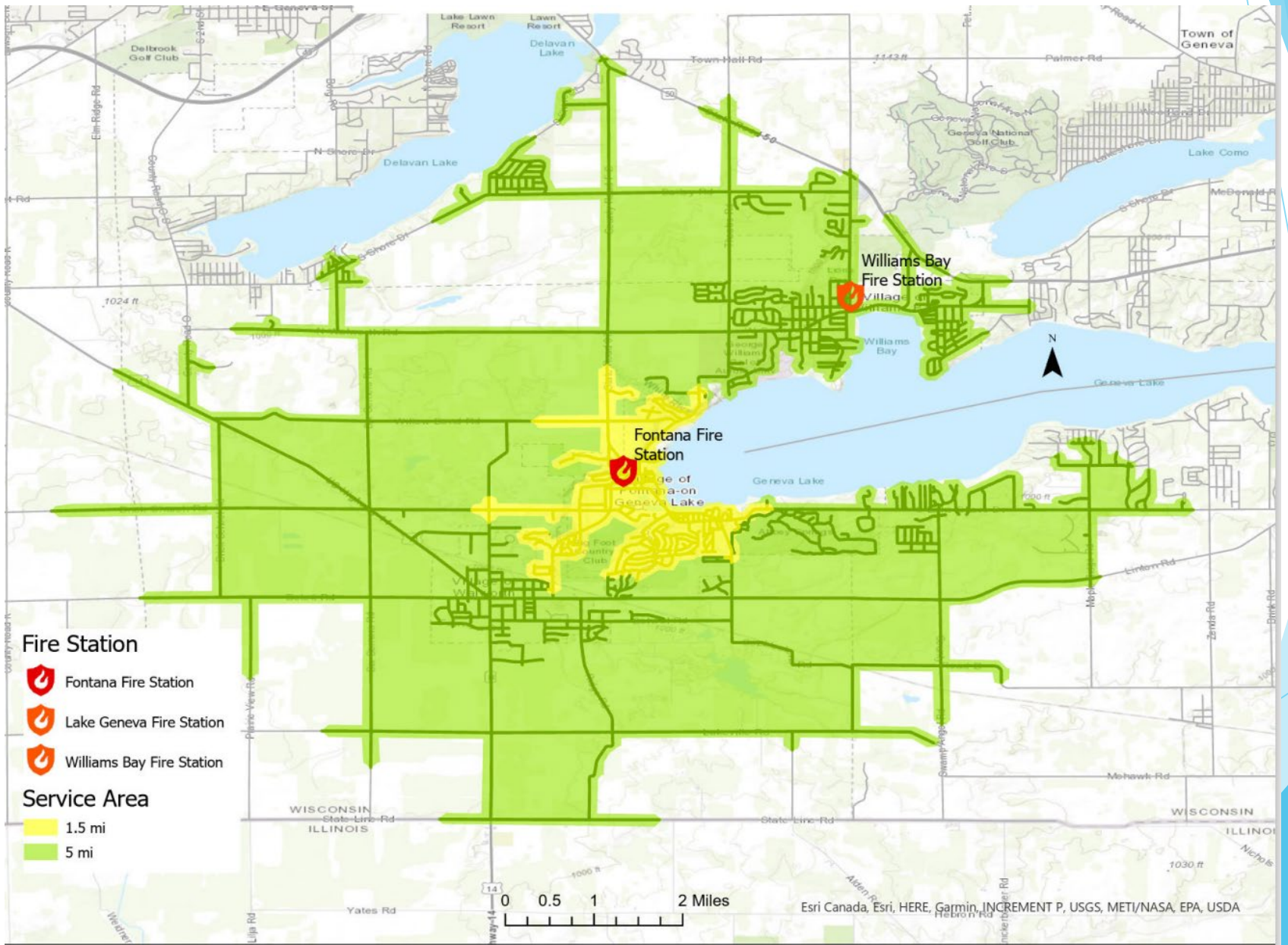


* Recommend off site storage for Fire Boat other Equipment

Village of Fontana Current Response Travel Times



Village of Fontana Current Station ISO Distance



Recommended Fontana Station Location Current Site



Relocate Police Department to Separate Facility- Wild Duck Road

Police Stations not location dependent for response time



Vacate Williams Street



Staged Reconstruction beginning with Parking area and space from Williams Street

Additional Issues with Williams Bay Station and Department

Fire Department is not a Municipal Department

Recommend transition to Municipal Department as soon as possible

Current Station is co-owned by Williams Bay Volunteer Fire Department and Village

Original 1936 section land and build owned by Williams Bay Volunteer Fire Department

Additions to the rear and parking lot owned by the Village

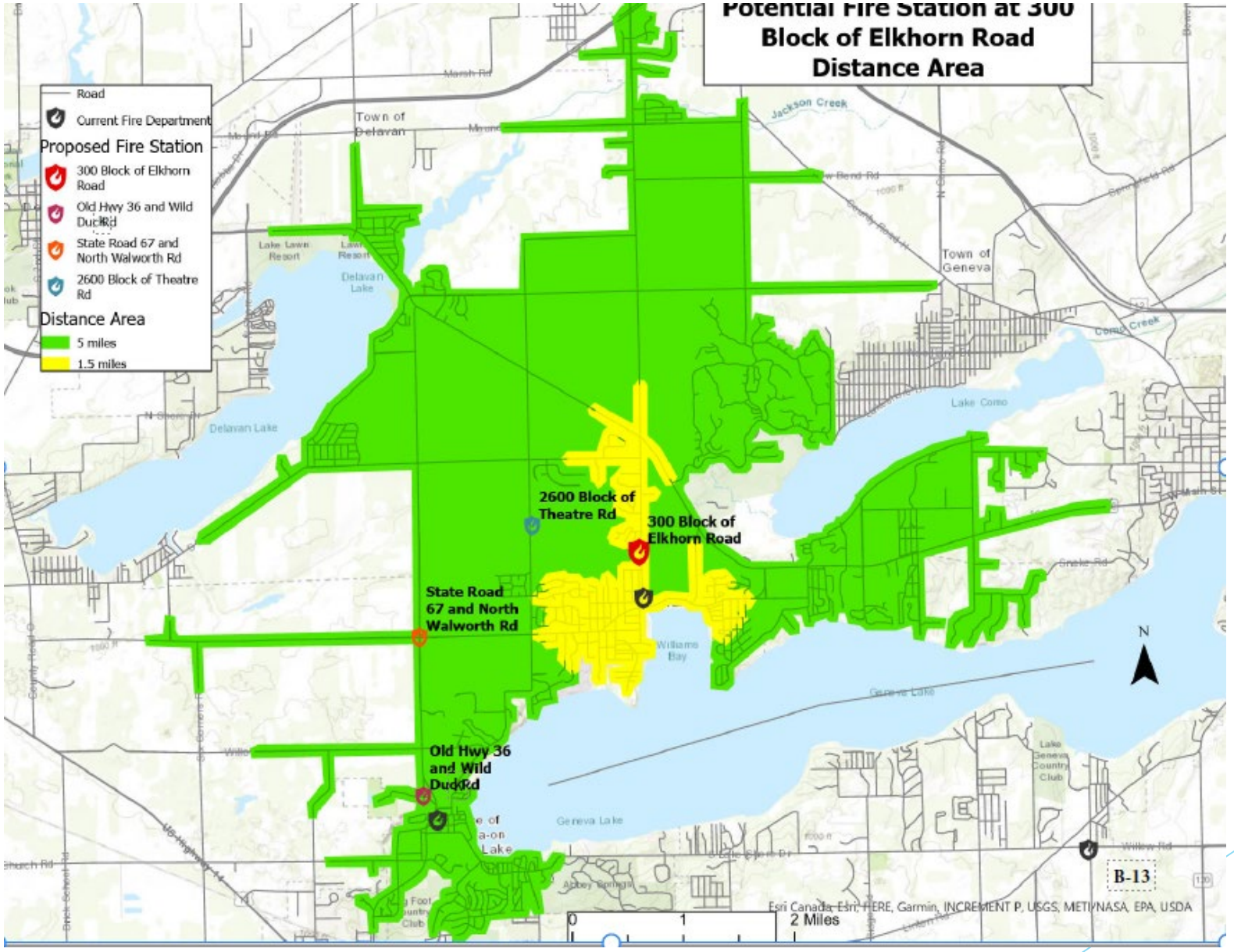
Williams Bay Station Apparatus and Staffing

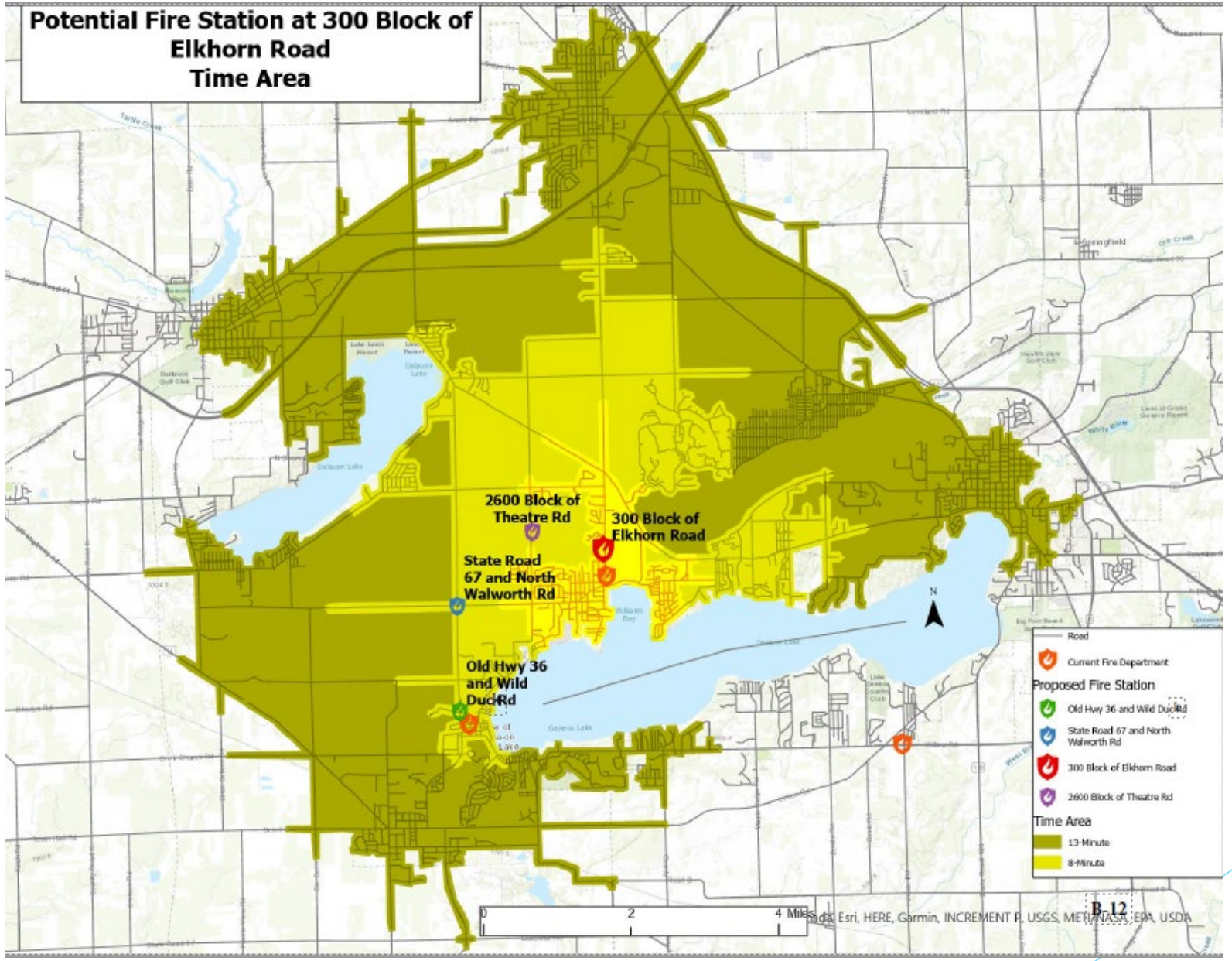
- Staffing for Current Need: Accommodations for 2-Paramedics allowing for 24-hour station staffing
- Future Staffing:
  - Engine- 4 Personnel
  - Ambulance-2 Personnel
- Apparatus (2 bay station)
  - 1-Engine
  - ! Ambulance
  - ! Brush/Grass Truck with ATV



Recommended Williams Bay Station Site 300 Block of Elkhorn Road

- Relocate Lions Fieldhouse and Community Gardens to Theatre Rd.
- Construct New Station
- Maintain space for reserve apparatus in old station
  - Until regional efforts develop


Potential Fire Station at 300 Block of Elkhorn Road Distance Area
Road
Current Fire Department
Proposed Fire Station
300 Block of Elkhorn Road
Old Hwy 36 and Wild Duck Rd
State Road 67 and North Walworth Rd
2600 Block of Theatre Rd
Distance Area
5 miles
1.5 miles
2600 Block of Theatre Rd
300 Block of Elkhorn Road
State Road 67 and North Walworth Rd
Old Hwy 36 and Wild Duck Rd
Town of Delavan
Town of Geneva
Lake Como
Delavan Lake
Geneva Lake
Williams Bay
Jackson Creek
N
0
1
2 Miles
Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA
B-13


Potential Fire Station at 300 Block of Elkhorn Road Time Area
2600 Block of Theatre Rd
300 Block of Elkhorn Road
State Road 67 and North Walworth Rd
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N
Road
Current Fire Department
Proposed Fire Station
Old Hwy 36 and Wild Duck Rd
State Road 67 and North Walworth Rd
300 Block of Elkhorn Road
2600 Block of Theatre Rd
Time Area
13-Minute
8-Minute
0
2
4 Miles
B-12
Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Future Regional Considerations

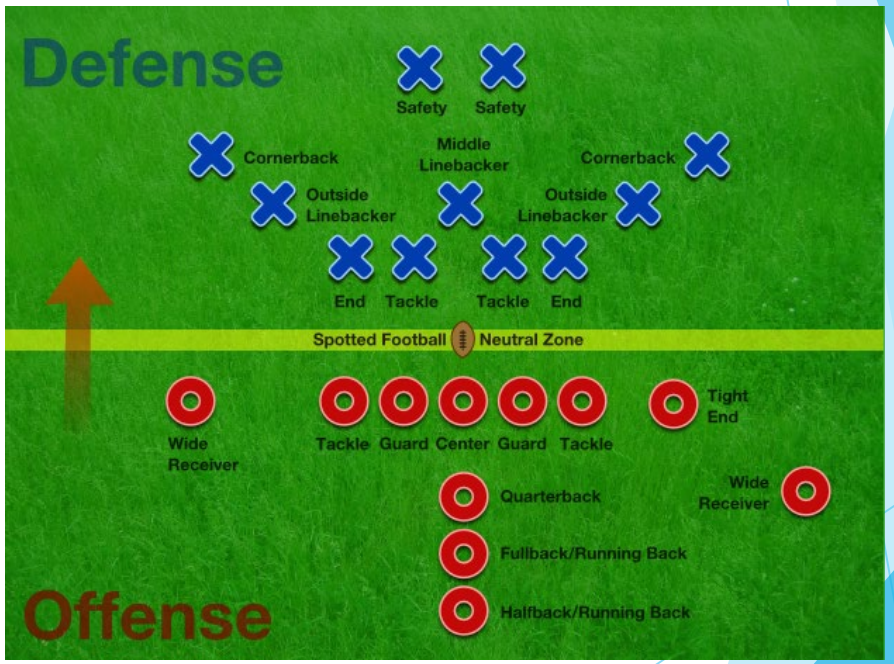
- The majority of Fire Departments in the region rely on neighboring departments for structure fires and complex incidents
- Paid on Call/Volunteer rosters are decreasing
- Fire Apparatus Cost are sky rocketing
- Demand for service is not decreasing



Future Regional Considerations

- Immediate Need
  - **Standardize Standard Operating Guidelines** with all departments that rely on each other for initial response to structure fire and other large incidents
  - Develop a training program based on these SOG's that all departments follow
  - A training officer shared by the regionally cooperating departments should be put into place to develop, coordinate and deliver this training

* Assure that the training and education provided under this section are based upon the fire department's written standard operation guidelines." SPS 330.07 *Wis. Admin. Code Emphasis added*

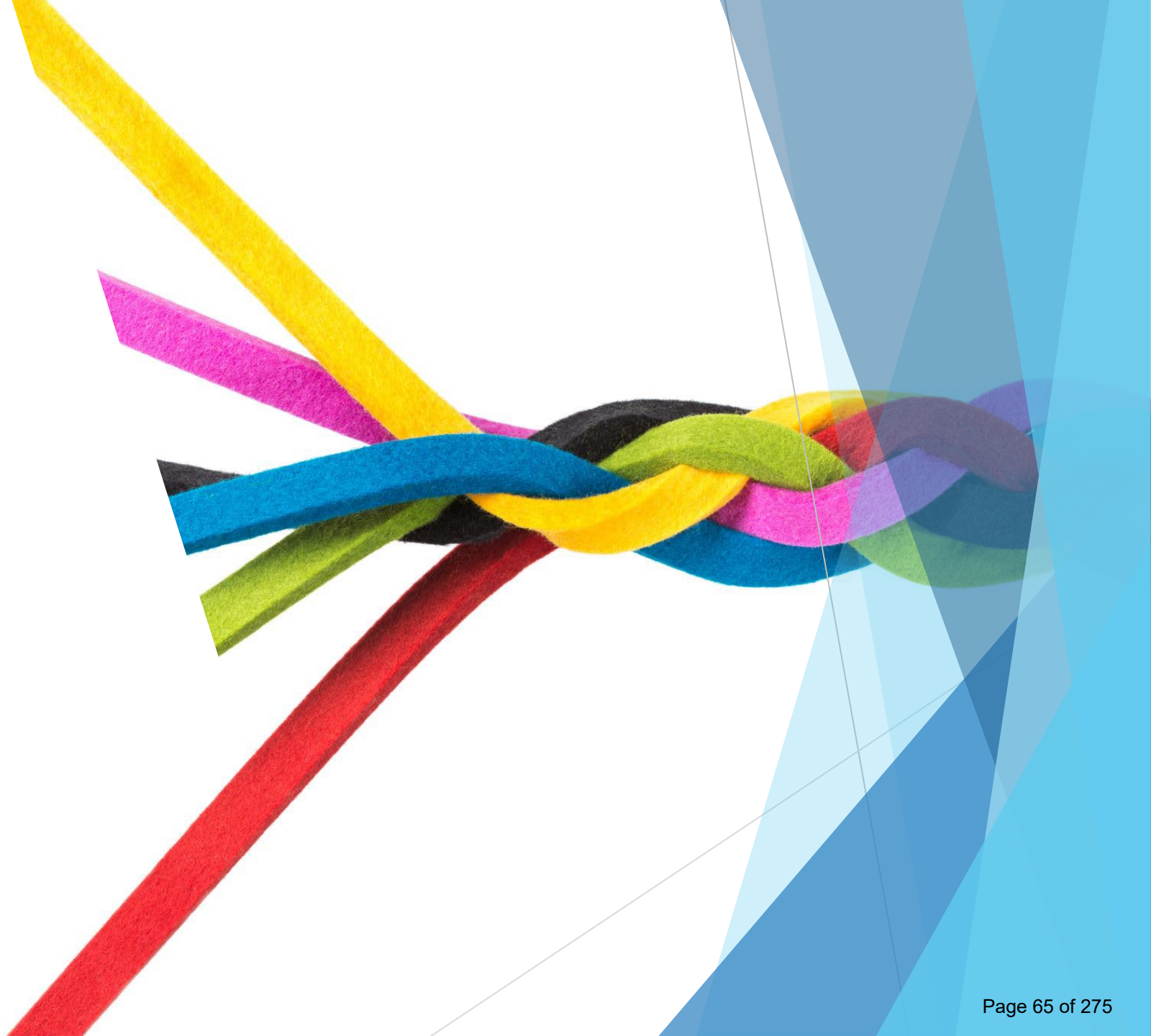


This Photo by Unknown Author is licensed under CC BY-SA

Long Term Regional Considerations

- Sharing reserve apparatus
- Sharing specialty apparatus
- Sharing Fire Prevention services
  - Functional Consolidation
- Sharing Staff

Regional effort does not need to be countywide. Create service areas that make sense; not based on government borders





Fontana Police Department Staffing

- Metrics Used For Analysis
  - Officers per 1,000 population compared to other agencies
  - Calls for service compared to other agencies
  - Current staffing challenges in law enforcement
  - Assessed future needs

Officers Per 1,000 Population

	Perm. Pop.	Sworn	Non-sworn	Offs./1,000 Pop.
Fontana (V)	1,875	8	1	4.27
Williams Bay (V)	2,989	8	0	2.67
Lake Geneva (C)	8,635	29	11	3.36
Delevan (C)	8,487	23	7	2.71
Delavan (T)	5,232	14	4	2.67
*Lake Delton (V)	3,501	25	4	7.14

Calls For Service

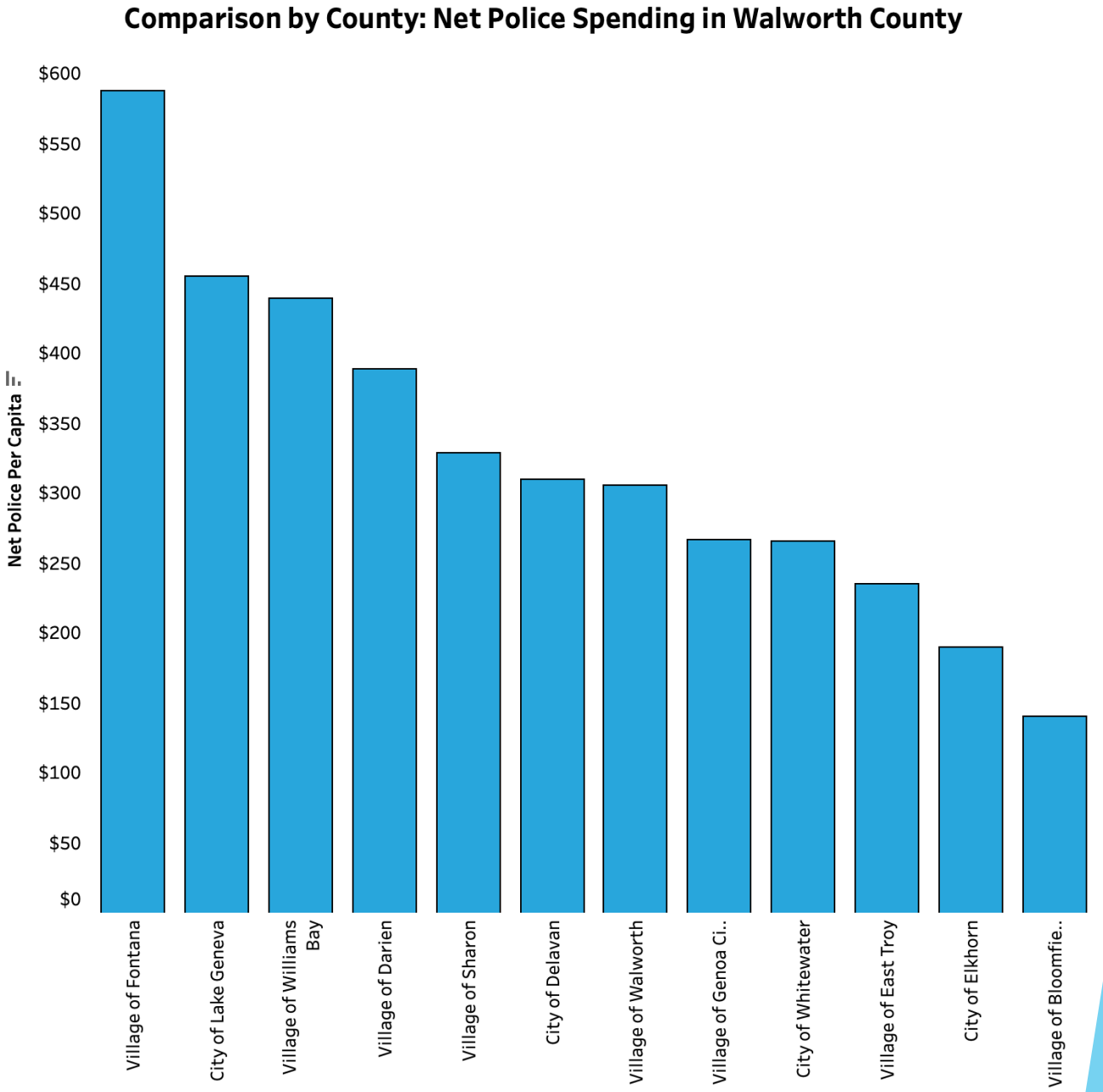
	Sworn	Calls for Service	CFS per Officer
Fontana (V)	8	6,285	785.63
Williams Bay (V)	8	10,226	1,278.25
Lake Geneva (C)	29	21,000*	724.14
Delevan (C)	23	30,000*	1,304.35
Delavan (T)	14	4,498	321.29
*Lake Delton (V)	25	8,000	320

Table 7. Calls for Service – Monthly Distribution 2022

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL CFS
Monthly Total	440	345	440	517	545	537	714	643	608	533	487	476	6,285

Current Staffing Challenges in Law Enforcement

- The “Great Resignation” of 2021 and beyond
  - P.E.R.F - 5% decrease in hiring for law enforcement positions at the same time there was double digit increases in both retirements and resignations
  - Overall worker shortage
  - Less desirable than in past



Assessing Future Staffing Needs

- Calls for Service – Year to Year

Year	Total CFS
2016	4,479
2017	4,851
2018	5,158
2019	5,735
2020	5,316
2021	6,048
2022	6,285

- Historical Staffing
  - Static for past two decades except for recent addition of one officer
  - No longer able to maintain part-time seasonal staffing levels
- Population Growth – minimal
- Technology/Trends/Societal Expectations



Fontana Police Future Staffing/Fleet Projections – 25 Years

- Increase of sworn staff by 2-4
  - One position being a full-time investigator
- Increase one non-sworn staff – digital evidence management
- Fleet increased by 1-2 squads if staffing increases realized

Questions



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

UNOFFICIAL MINUTES
FINANCE & PERSONNEL COMMITTEE MEETING MEETING
WEDNESDAY, JUNE 12, 2024 AT 10:00 AM
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

I. Call to Order

Chairman Trustee Wright called the meeting to order at 10:02am.

II. Roll Call

Present: Lowell Wright, Jim D'Alessandro, Robert Umans
Also Present: President Duncan, Administrator Lothspeich, Clerk Kolls

III. Consideration and Possible Action on Proposed Waste Hauling Agreement Amendments or Proposed New Agreement: (1) Adding Garbage and Recycling Pick-up Carts for Certain Routes.

The Committee discussed the proposed waste hauling agreement and gave direction to Administrator Lothspeich to request Notice from GFL.

IV. Consideration and Possible Action on Possible Uses for the Remaining Centennial Funds, including Tree Replacements

The Committee gave direction to Administrator Lothspeich to follow up with the Enhancement Committee to have them come up with proposals to present for the use of a portion of the remaining funds.

V. Village Administrator Annual Performance Review and Approval of 2024 Goals

The Committee discussed the Village Administrators 2024 Goals.

VI. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee D'Alessandro at 11:11am. Unanimously carried. \

/s/ Tina Kolls, Village Clerk

These are not official Minutes until approved by the Governing Body.

RFP Response, Village of Williams Bay, WI
Proposal for Lease-Wireless Communications Facilities Partnership
Walworth County Parcel # WWUP00021A
TowerCo 2013 LLC

May 20, 2024

TowerCo
5000 Valleystone Drive. • Cary, NC 27519
866.460.5559 • 919.469.5559 • 919.469.5530 (fax)

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Executive Summary

TO: David Lothspeich, Village Administrator

TowerCo is pleased to provide the enclosed response to your April 19, 2024, Request For Proposal. We have made every effort to address your needs and concerns, including financial and operational questions as detailed within a table of contents immediately following.

As there are certain items still not locked down by the Village, TowerCo must reserve the right to revisit the proposal as information is provided.

Please read through the enclosed and let me know if you have any questions or require additional information. Thank you again for the opportunity to submit this proposal.

Jason Catalini
Senior Vice President – General Counsel

Table Of Contents

1. Understanding & Approach
2. Business Terms
3. Company Overview
4. Examples of Similar Projects
5. Sample Site Plan & Tower Elevation
6. Preliminary Site Plan
7. Wireless Carrier References
8. Tower Site Construction Process
9. Attachments

Understanding & Approach

- TowerCo 2013, LLC ("Respondent") proposes to enter into a lease agreement with the Village of Williams Bay, Wisconsin ("Village") and to construct a wireless telecommunications facility in accordance with the terms and conditions set forth in this proposal, except as amended by Respondent, and in the Request for Proposal documents. The facility is proposed to be constructed on land owned by the Village just west of the Village hall within and upon Walworth County parcel # WWUP00021A. Access and utility easements would be designated to support the site. Respondent has provided sample site drawings from an existing site.

- Respondent proposes to lease a 100' x 100' area in the approximate location shown on the enclosed Preliminary Site Plan. Respondent proposes to erect a wireless telecommunications facility for the installation of communications equipment. The facility will include an eight foot (8') fenced compound containing a self-supporting tower, operating equipment, ancillary equipment and may include an emergency generator(s). Respondent will design the tower to accommodate the four (4) national wireless carriers (depending on permitting), in addition to the Village public safety installation. Additional tenants may have access to the tower dependent on the structural loading available at the time.

Understanding & Approach (continued)

- The purpose of the installation will be to provide improved coverage and service to the Village in the vicinity of the new tower. Determination of the final configuration will be made in consultation with the Village, based on visibility, constructability, access, type of foundation required, structural and coverage considerations, and any other considerations required to achieve the stated goal of improved service in the designated area. Respondent acknowledges that it will be responsible for submitting detailed plans and specifications for tower and equipment, which will be subject to the Village's approval.

- All design, construction and operation will be performed by Respondent and its contractors, and upon completion the tower will be owned by Respondent. Project design shall be approved by the Village, and as-built plans of the complete project shall be produced and provided to the Village. Respondent will be responsible for decommissioning the tower at the end of the lease period and/or if at any time the tower is declared obsolete prior to the expiration of the lease.

Understanding & Approach (continued)

- Respondent's site shall provide for installation of communications equipment of up to four (4) carriers (depending on permitting) on the tower and within the compound. Respondent will provide accommodation for installation of any Village service/safety cellular and/or wireless equipment within the installation reasonably requested by the Village, within the top twenty feet (20') of the tower. Such installation shall be rent free, provided the Village shall be responsible for the cost of procurement, installation and maintenance of their equipment and utility consumption.

- If awarded this bid, Respondent will negotiate in good faith a ground lease agreement with the Village which complies with the requirements of Sections III through VI of the RFP*.

- *TowerCo has pre-negotiated agreements ("Master Agreements") with the national wireless carriers, and monthly rental amounts and annual or term increases are included within these Master Agreements. Prior agreements with TowerCo tenants would override the proposed figures contained within this RFP.

Understanding & Approach (continued)

- Respondent anticipates a construction timeline of approximately twelve (12) months, including completion of due diligence, stacking of the tower, installation of equipment and bringing the communication equipment on-air, following the date the first tenant executes a site license acknowledgement (tenant lease).

- Since its inception in 2004, TowerCo has built more than 1,000 towers throughout the country. TowerCo engages general contractors who are licensed, insured and extremely knowledgeable about telecommunications towers. All construction is overseen by TowerCo.

Business Terms

- In true partnership fashion with Williams Bay, TowerCo proposes to share all gross revenues from the tower with the Village from day one at 60/40 in lieu of ground rent.
- Village rent payment would depend upon the carrier(s) leasing space on the tower and the individual agreements negotiated by TowerCo.
  - **Tenant one** paying $3,000 per month would be split $1800 to TowerCo, and $1200 to the Village.
  - **Tenant two** paying $3,000 per month would also be split 60/40 yielding an additional $1200 to the Village, for a total $2400 monthly payment.
  - **Tenant three** paying $3,000 per month would add another $1200 in monthly revenue to the Village for a total of $3,600.
- As the total tower rent increases over time, so would the monthly rent paid to the Village.
- 10-year initial term
- Eight (8) additional five (5) year renewal terms (50 years total)
- Village usage of the top twenty feet (20') of the tower rent-free
  - TowerCo will need details on the proposed Village installation when designing the tower loading.
- 100'x100' lease area

Company Overview

- Corporate address and phone number:
  - 5000 Valleystone Drive, Suite 200, Cary NC 27519
  - Phone: (919) 653-5700
  - Fax: (919) 469-5530
  - Number of Employees: 60+

- Relevant Project Team:
  - Todd Boyer, CEO
    - 29 years of experience in the tower industry
  - Jason Catalini, General Counsel, Senior VP, Colocation & Real Estate
    - 25 years of experience in the tower industry
  - Steve Caldwell, Senior VP, Operations
    - 28 years of experience in the tower industry
  - Craig Hartman, VP Build-To-Suit
    - 25 years of experience in the tower industry



Company Overview

- Founded in 2004, TowerCo is a private wireless infrastructure company that builds, owns and manages more than 1,300 towers.
- The current 60 plus employees have combined industry experience of more than 1,000 years.
- TowerCo has constructed more than 1,000 towers since the company was founded.
- TowerCo currently owns and operates 858 towers in 48 states.
- Peppertree Capital has committed $1,000,000,000 (one billion) in capital to TowerCo.
- $130,000,000 available under revolving credit facility led by Alliance Bernstein
- Annual Net Tower Cash Flow: $37.2 M
- TowerCo website link: http://www.towerco.com



References for Similar Projects

Reference #1: N. Olmsted Rec (OH0391)

- 25990-26000 Lorain Road, North Olmsted, Cuyahoga County, OH 44070
- Ground Lease with City of North Olmsted
- 145-ft Monopole
- 2 carriers installed, 1 carrier proposed
- Contact Information for City of North Olmsted:
  - Max Upton, MPA
  - City of North Olmsted
  - Director, Department of Economic and Community Development
  - 5200 Dover Center Road
  - North Olmsted, OH 44070
  - (o) 440-716-4118
  - (c) 216-938-1198



References for Similar Projects

Reference #2: Gahanna NW (OH0375)

- 1047 Cherry Bottom Road, Gahanna, Franklin County, OH 43230
- Ground Lease with City of Gahanna
- 120-ft Monopole
- 1 carrier installed, 1 carrier proposed
- Contact Information for City of Gahanna:
  - Kevin Schultz
  - Senior Director of Operations
  - 200 S. Hamilton Road
  - Gahanna, OH 43230
  - (o) 614-342-4042
  - (m) 614-395-1148
  - kevin.schultz@gahanna.gov



References for Similar Projects

Reference #3: Spinarn (DC0003)

- 2500 Benning Rd NE
- Washington, DC 20002
- Ground Lease with District of Columbia Dept of General Services
- 85’ Monopole (replacement of light pole)
- 1 carrier installed
- Contact Information for Department of General Services:
  - Dan Rieth
  - Wireless Infrastructure Manager
  - Portfolio Management Division
  - Dept of General Services
  - Gov’t of the District of Columbia
  - 2000 14th St NW, 8th Floor
  - Washington, DC 20009
  - dan.rieth@dc.gov



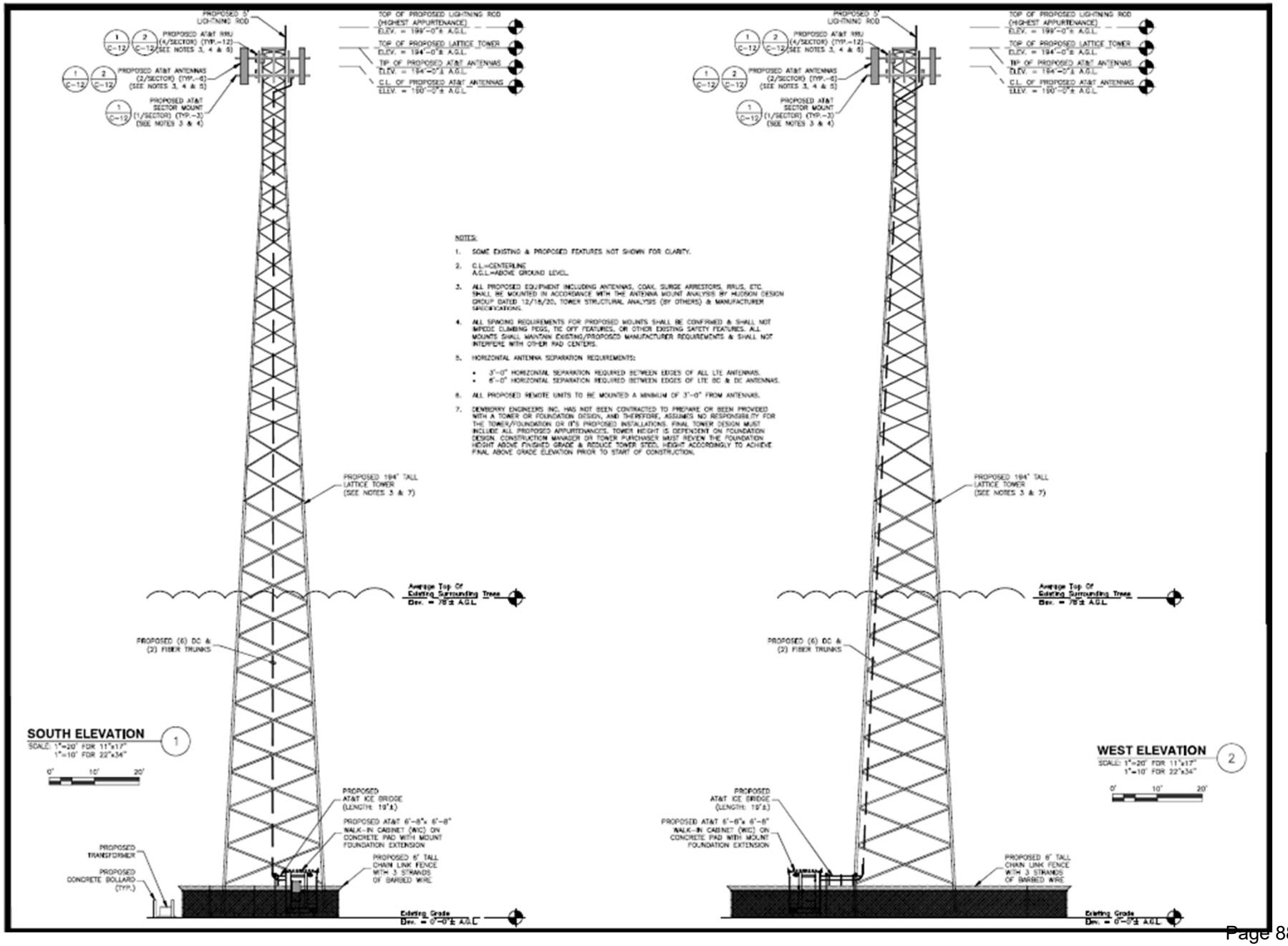
References for Similar Projects

Reference #4: Thetford (VT0038)

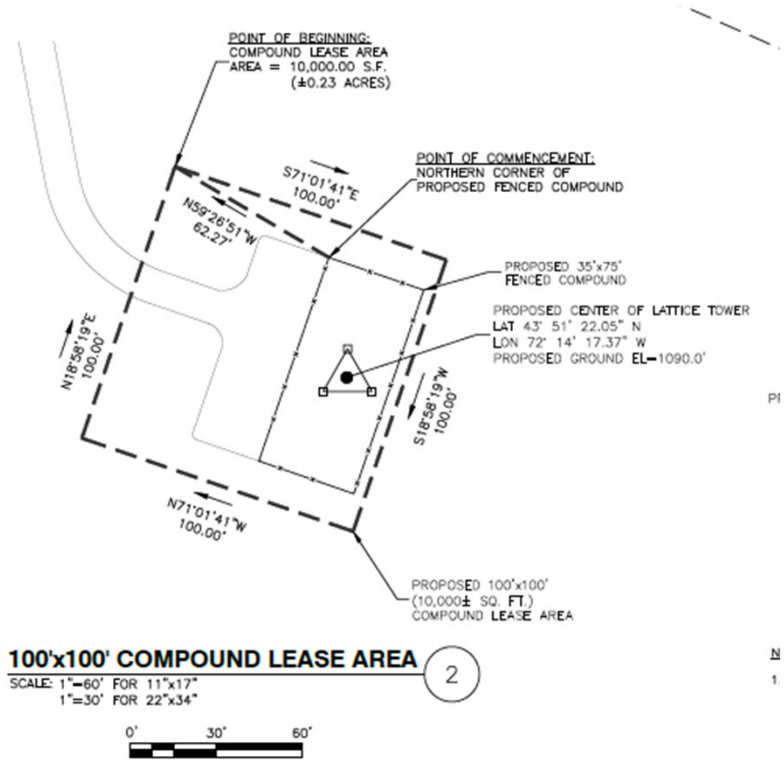
- 906 Five Corners Road
- Thetford, VT 05075
- Ground Lease with Town of Thetford
- 199’ lattice tower
- 1 carrier installed
- Contact Information for Town of Thetford:
  - Bryan R. Gazda, MPA
  - Town Manager
  - Thetford, VT
  - bgazda@thetfordvt.gov
  - (802) 785-2922, ext. 2

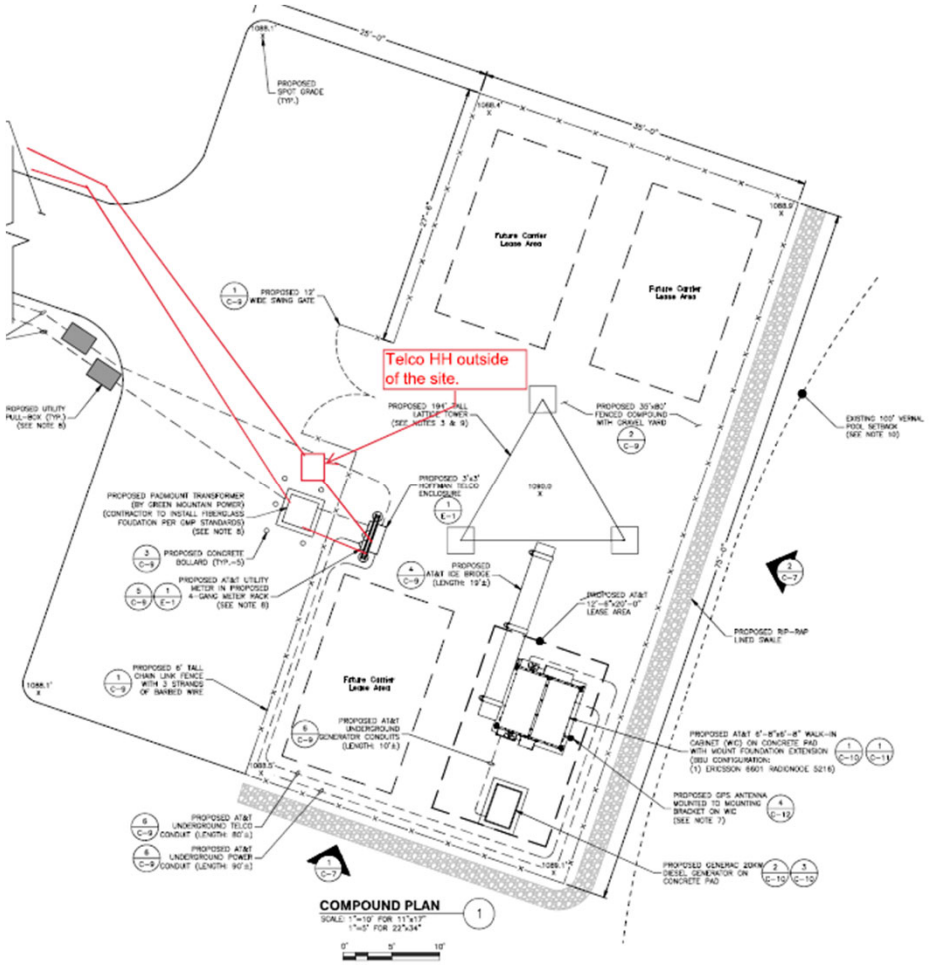


Sample Tower Elevation – VT0038

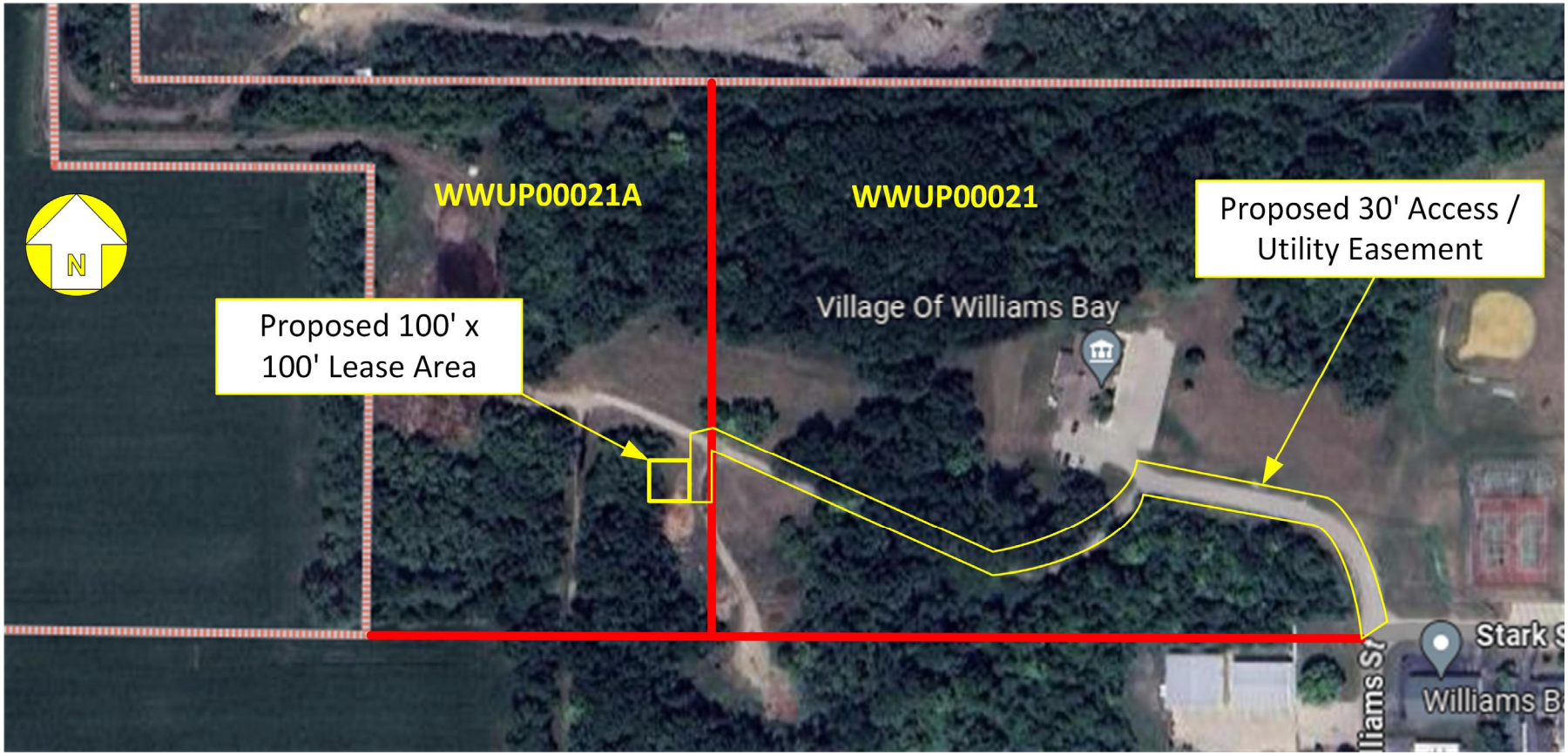


Sample Site Plan – VT0038





Preliminary Site Layout – Williams Bay



Wireless Carrier References

Timothy Parks
Network Real Estate Manager
Verizon Wireless
Timothy.parks@verizonwireless.com
203-241-0262

Andrew Flowers
Lead Real Estate & Construction
AT&T Mobility
847-767-3048
af8394@att.com

Jim Fairchild
Manager, Engineering Operations
T-Mobile
224-401-8211
Theodore.fairchild4@t-mobile.com

Build to Suit or New Tower Site Construction Process

- Zoning application assembled and filed with Village of Williams Bay (a preliminary application meeting also will be held).
- Zoning hearing and subsequent approval obtained from Village.
- Review of lease terms/approval by Village
- Execution of a Ground Lease Agreement between Respondent and Village.
- Corresponding sublease or license agreement executed between the prospective carrier(s) and TowerCo.
- All relevant due diligence is acquired or ordered (title, environmental studies (Phase 1 and 2, if needed), NEPA/SHPO, geotechnical study, FAA/FCC and zoning drawings).
- Tower and construction drawings are ordered based upon the approval criteria.

Build to Suit or New Tower Site Construction Process (continued)

- Building Permit application submitted and issued by local jurisdiction.
- Order tower and construction materials.
- Preconstruction walk with all relevant parties occurs.
- Notice to Proceed “NTP” issued to construction contractor or GC.
- Ground Lease Agreement commenced at start of construction.
- Construction commenced by construction contractor or GC after all approvals have been obtained.
- Initial construction includes prepping the property (clearing and grading).
- Tower foundation is dug and poured with the tower stacked.
- Utility installations and final construction including the relevant equipment (lines, antennas, shelters, etc.). Carrier will be notified.
- Carrier sublease or license commenced.
- All necessary drawings (A&E, Site Plan, As-Builts, Tower and Land Surveys) can be provided to Village in electronic, scanned or hard copy format.

Attachments

1. Sample lease agreement between TowerCo 2013 LLC and the Village of Williams Bay

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between **VILLAGE OF WILLIAMS BAY, WISCONSIN** ("Lessor") and **TOWERCO 2013 LLC**, a Delaware limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in Williams Bay, County of Walworth, State of Wisconsin, commonly known as 250 Williams Street, Williams Bay, WI 53191 (parcel no. WWUP00021A) (the "Parent Parcel"), as more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately ten thousand (10,000) square feet of the Parent Parcel and all access and utility easements if any ("Easements"), (the 10,000 square feet of lease area and the Easements shall collectively be referred to as the "Premises") as described in Exhibit B annexed hereto.

2. Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.

3. Term. The term of this Lease shall be ten (10) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs ("Commencement Date") and terminating on the tenth (10th) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for eight (8) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum equal to forty percent (40%) of Co-Location Rent pursuant to Paragraph 9 below ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in paragraph

17 below. If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination and all Rent paid in advance of the termination date shall be refunded to Lessee.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of Five Hundred DOLLARS ($500).

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. Lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Parcel, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Parcel. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to

exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easements.

(e) Lessee shall provide accommodation for installation of any Lessor service/safety cellular and/or wireless equipment at the top rad center of the tower. Such installation shall be rent free, provided that Lessor shall be responsible for the cost of procurement, installation and maintenance of the equipment and utility consumption. Lessee shall also provide ground space for Lessor's ground equipment within the Premises.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. If Lessee licenses or subleases a portion of the Premises to a third party for the purpose of sending and receiving telecommunications signals (each such grant a "Sublease") then Lessee agrees to pay to Lessor an amount equal to forty percent (40%) per month ("Co-Location Rent") of the rent received from each Sublease. The Co-Location Rent for each such Sublease shall commence beginning on the first day of the month following the commencement date of each

Sublease and continue through the term of that respective Sublease. That portion of the Rent attributable to the Co-Location Rent shall terminate on the date each Sublease terminates or expires, whichever is earlier, and Rent thereafter shall be reduced by an amount equal to the Co-Location Rent for each such Sublease as of the date of such expiration or termination. Lessee shall have no obligation to pay that portion of the Rent attributable to the Co-Location Rent for each Sublease unless Lessee actually receives the rent payment due under each respective Sublease. Lessee shall have sole discretion as to whether, and on what terms, to enter into, amend or terminate any such Sublease, and there shall be no express or implied obligation of Lessee to do so nor is Lessor a third-party beneficiary of any Sublease. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any property taxes assessed on the Improvements. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses).

13. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars ($1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility

to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Premises through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Village of Williams Bay
250 Williams Street, Williams Bay, WI 53191
Attention: David Lothspeich
Phone: 262-245-2700
Email: admin@vi.williamsbay.wi.gov

If to Lessee, to:

TowerCo 2013 LLC
5000 Valleystone Drive
Cary, North Carolina 27519
Attn: Property Management
Site ID #: _____

17. Quiet Enjoyment. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any

loss, cost, expense or damage including attorneys' fees associated with a breach of the foregoing covenants. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Premises while Lessor remedies any such non-compliance. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

18. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs expenses, and disbursements incurred by Lessee to cure the Default. Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

19. Assignment. Lessee may assign this Lease without the consent of or notice to Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

20. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

22. Right of First Refusal; Sale of the Premises. If Lessor elects to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Premises for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of this agreement to such third party (including but not limited to assignments of rental streams associated with this agreement), Lessee shall have the right of first refusal to meet any bona fide offer of assignment, or any other transfer on the same terms and conditions as such offer. Lessor shall immediately provide the Lessee with a copy of the bona fide offer together with a notice describing the offer in sufficient detail. If Lessee fails to accept such bona fide offer within thirty (30) days after receipt of the foregoing, Lessor may sell or grant the easement or interest in the Premises in accordance with the terms of such bona fide offer.

23. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

(h) Lessee may obtain title insurance on its interest in the Premises, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(i) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(j) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Parent Parcel.

(k) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

LESSOR:

VILLAGE OF WILLIAMS BAY

By: _____
Name: _____
Title: _____
Date: _____

LESSOR ACKNOWLEDGEMENT:

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH)

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____ (name) as _____, (title) of Village of Williams Bay.

_____
Notary Public
Print Name _____
My commission expires: _____ (seal)

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

By: _____
Name: Mike Smith
Title: CFO
Date: _____

LESSEE ACKNOWLEDGEMENT:

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

This instrument was acknowledged before me on the ____ day of _____, 2024 by Mike Smith as CFO of TowerCo 2013 LLC, a Delaware limited liability company.

_____
Notary Public
Print Name _____
My commission expires: _____ (seal)

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

(to be included upon receipt of title)

Parcel No. WWUP00021A

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 100' x 100' (10,000) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows:



Note: At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

TowerCo Site Name _____
TowerCo Site Number _____

Prepared by and after recording return to:
TowerCo
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519

(Recorder's Use Above this Line)

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH)

Parcel No. WWUP00021A, WWUP00021

MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement is entered into on this ____ day of _____, 2024, by and between **VILLAGE OF WILLIAMS BAY, WISCONSIN**, having a mailing address of 250 Williams Street, Williams Bay, WI 53191 (hereinafter referred to as "**Lessor**") and **TOWERCO 2013 LLC**, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina, 27519 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into that certain Ground Lease Agreement dated the ___ day of _____, 2024 (the "Lease") for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property located in Williams Bay, County of Walworth, State of Wisconsin, described in **Exhibit A** attached hereto (the "Land").

2. The Lease shall have an initial term of ten (10) years, with eight (8) additional five (5) year renewal terms.

3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.

4. Upon written notice to Lessee, Lessor is permitted to transfer the Lease only in connection with the sale of the Land and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Land and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Land (a "Lessor Permitted Assignment"). Lessor is prohibited from granting any third party an easement or other real property interest in the Premises.

5. Pursuant to the Lease, Lessee has a right of first refusal to meet any bona fide offers for any grant from Lessor to a third party by easement or other legal instrument of an interest in and to any portion of the Land, the Premises or the Lease for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of the Lease to such third party, including but not limited to assignments of any right to the rent or rental stream associated with the Lease.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

LESSOR:

VILLAGE OF WILLIAMS BAY

By: _____
Name: _____
Title: _____
Date: _____

LESSOR ACKNOWLEDGEMENT:

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH)

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____ (name) as _____, (title) of Village of Williams Bay.

_____
Notary Public
Print Name _____
My commission expires: _____ (seal)

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

By: _____
Name: Mike Smith
Title: CFO
Date: _____

LESSEE ACKNOWLEDGEMENT:

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

This instrument was acknowledged before me on the ____ day of _____, 2024 by Mike Smith as CFO of TowerCo 2013 LLC, a Delaware limited liability company.

_____
Notary Public
Print Name _____
My commission expires: _____ (seal)

EXHIBIT "A"

DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

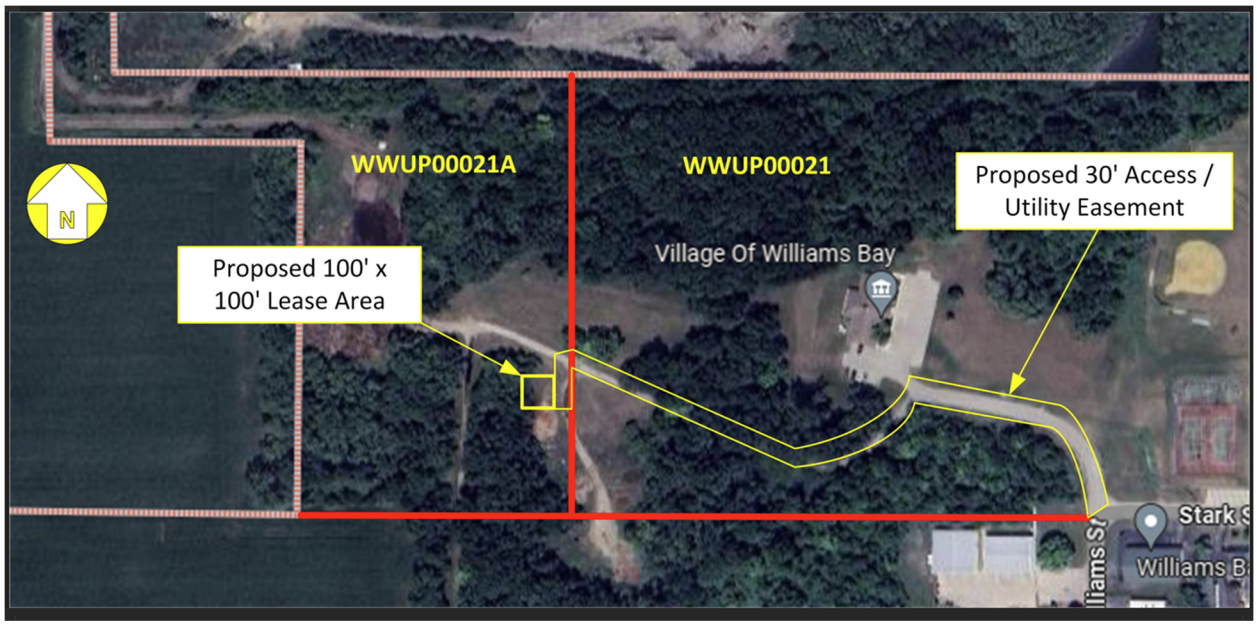
(to be included upon receipt of title)

Parcel No. WWUP00021A

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 100' x 100' (10,000) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.



Note: At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements (as defined in the Lease) and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

TowerCo Site Name _____
TowerCo Site Number _____

BLUE SKY
TOWERS LLC

May 20th, 2024

Village of Williams Bay, WI
Attn: Mr. David Lothspeich-Village Administrator
PO Box 580
250 Williams Street
Village of Williams Bay, WI 53191

RE: LETTER OF PRELIMINARY OFFER

Blue Sky Towers, LLC, ("Blue Sky") including its affiliates, is pleased to make this offer to you to build and own a new telecommunications structure on property owned by the Village of Williams Bay ("Village"). Per the RFP issued, the proposed new structure shall accommodate the needs of 4 major wirless carriers and a minimum of 1 other that are either being relocated off the existing Village watertank(s) or have expressed interest in co-locating on them. It shall also accommodate the Village's municipal equipment at the top 20' of the structure.

Blue Sky is a national wireless infrastructure venture focused on the development and management of wireless infrastructure including cell towers and rooftops throughout the country. Blue Sky provides wireless carriers and their real estate vendors with unparalleled real estate access and expertise, thus expediting the leasing process.

Founded by industry veteran and President Jim Rech, Blue Sky is based in the Boston area with their headquarters office in North Reading, MA. Blue Sky was founded in March of 2014 when it closed on $80 Million of debt and equity capital from Peppertree Capital. On May 4, 2016, Peppertree increased its funding with Blue Sky to $120 Million. Continuing along its successful campaign, Peppertree again increased its funding with Blue Sky to $320 million. Blue Sky is currently comprised of multiple holding entities: Blue Sky Tower LLC, Blue Sky Towers II, LLC, Blue Sky Towers III, LLC, and Blue Sky Towers IV, LLC.

At Blue Sky, experience, relationships, and integrity matter. We take tremendous pride in our people, work ethic, and our professionalism. Our senior management has over 75 years of combined wireless development experience, and the longstanding trust-based relationships that come with this unique expertise. Currently, Blue Sky has a total of 253 assets which include towers, roof tops, managed sites, steeples, and water tanks in addition to over 100 sites in various stages of development. Our sites are located in various states across the country.

Park Place West
352 Park Street, Suite 106
North Reading, MA 01864
888-960-7958
www.blueskytower.com

Blue Sky agrees to perform all development activities related to building the new structure so as to have existing carriers relocate from the water tank to the new tower. Our offer is as follows:

Ground Rent: $14,400/annually or, in lieu of ground rent, a buyout option totaling $200k.
Capital Contribution paid to Town: $100,000 paid upon BST's receipt of certificate of occupancy and when **both (2) tenants are installed** on the tower. (non-stealth tower)
Annual Escalator: 1% (goes away if buyout open is chosen)
Revenue Share: Beyond 2 tenants (3rd and 4th only) - 15% or lump sum buyout of $75x for each additional carrier to install and pay rent.
Town Equipment: Top 20' of tower

*One time payment assumes Blue Sky will construct a monopole or self-support structure – non-stealth design.

Blue Sky will perform all development activities to related to the construction of the new tower site including:

- Surveys, drawings, environmental reports, and all due diligence related to tower development
- Hiring of local attorney or site acq manager to file for zoning and receiving approvals.
- Utility coordination, filing for building permits.
- Construction of tower site and coordination with the carriers for their install.

Exceptions to the Offer: This offer does not include any cost associated with either existing tenant to temporarily or permanently remove and install from the existing water tank onto the new tower. It also does not include any municipal equipment installation costs within the top 20' of the tower or on the ground.

Kindly note that Blue Sky welcomes further discussions and are open to negitiations as we are committed to executing a Lease Agreement that is acceptable to all parties. We look forward to hearing further from you regarding our RFP response.

Sincerely,

James Rech
Blue Sky Towers III, LLC

By: James Rech

Title: President & CEO

ACCEPTED AND AGREED:

Village of Williams Bay, WI

_____

By: _____

Title: _____

Date: _____

Request for Proposal Response Prepared by

for

Blue Sky Towers, LLC
Headquarters Location:
Park Place West
352 Park Street, Suite 106
North Reading, MA 01864
888-960-7958
www.blueskytower.com

-Executive Summary-

Company Profile-

Blue Sky Towers, LLC ("Blue Sky") is a national wireless infrastructure venture focused on the development and management of wireless infrastructure including cell towers and rooftops throughout the country. Blue Sky provides wireless carriers and their real estate vendors with unparalleled real estate access and expertise, thus expediting the leasing process.

Founded by industry veteran and President Jim Rech, Blue Sky is based in the Boston area with their headquarters office in North Reading, MA. Blue Sky was founded in March of 2014 when it closed on $80 Million of debt and equity capital from Peppertree Capital. On May 4, 2016, Peppertree increased its funding with Blue Sky to $120 Million. Continuing along its successful campaign, Peppertree again increased its funding with Blue Sky to $320 million. Blue Sky is currently comprised of multiple holding entities: Blue Sky Tower LLC, Blue Sky Towers II, LLC, Blue Sky Towers III, LLC, and Blue Sky Towers IV, LLC.

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Currently, Blue Sky has a total of 253 assets which include towers, roof tops, managed sites, steeples, and water tanks in addition to over 100 sites in various stages of development. Our sites are located in various states across the country. For further information on the company please go to our website: www.blueskytower.com.

Company Experience-

Over the last 3 years alone, Blue Sky has developed and/or purchased over 100 sites and has over 1,600 sites under Exclusive Development Agreements. Additionally, we have more than 60 new sites in development, over 100 new carrier-issued Search Rings in process and over 50 sites in the Merger and Acquisition process.

Blue Sky has master sublease agreements, vendor numbers and other agreements with all of the major carriers doing business throughout the United States. These relationships allow Blue Sky to market new sites directly to the carriers for prompt sublease agreements. The Blue Sky organization has become a trusted partner and resource for wireless carriers' site and network needs across the country.

Blue Sky markets our assets diligently to all of the wireless carriers, site acquisition companies, emerging technology companies as well as State/Local/Public Safety municipalities, to name a few. We also advertise accordingly in various media outlets, perform cold-calls and send broadcast emails in a constant effort to earn new clients. We are most grateful as word-of-mouth tends to bring us a significant amount of business due to the exceptional quality of our work the Blue Sky team and our vendor partners consistently perform.

References-

Steven Andrade-T-Mobile-Senior Director, Network Engineering & Operations-New England, Connecticut & UpState New York Markets/Phone: 401-241-0460/steven.andrade@t-mobile.com

Matt Boles-AT&T-Senior Real Estate & Construction Mgr-New England Market/Phone: 207-347-0435/MB998J@att.com

Mark Coon-Verizon Wireless-Senior Manager Real Estate/Regulatory-UpState New York Market/ Phone: 585-321-5358/mark.coon@verizonwireless.com

Description of Plan & Space Use Intention-

Please see attached proposed plan for full details.

WILLIAMS_BAY_WI LE Rev0_2024-05-14.pdf

(Of note, realistic expectation is 4 wireless carriers vs 5 along with smaller emerging technology-type customers in addition to the Village occupying the top 20' of the tower. Blue Sky shall not assume any costs and or fees associated with carrier/other tenants relocating from the surrounding watertank(s) to the new tower. Nor shall we assume any costs and or fees associated with municipal equipment installations within the top 20' of the tower or on the ground.)

Proof of Due Diligence & Permitting Research-

Blue Sky has performed the due diligence required for this project, of which, includes research on the permitting requirements. Please see attached Village By-Laws as a reference.

Zoning Analysis.docx

Improvements Proposed-

Please see attached proposed plan for full details on all improvements proposed.

WILLIAMS_BAY_WI LE Rev0_2024-05-14.pdf

Timeline/Schedule for All Milestones-

A suggested timeline for the development of the tower including due diligence, siting, permitting, design, construction, and leasing is detailed below. Please note that there are many variables that can affect the timeline for constructing a tower facility and not all can be taken into consideration.

-RFP Award to Blue Sky Towers
-Negotiate lease with Town = 2 months
-Sign new Lease Agreements with carriers leaving the water tank = 6 months
-Attract additional tenants to the tower sign sublease = 6 months to 1 year
-Finish due diligence = 3 months
-Obtain zoning approvals and permits = 4 to 6 months
-Construct tower = 4 to 6 months

-Some of the steps above do overlap. An overall schedule from RFP award to tower construction, provided that an initial anchor tenant has been identified would be 18 to 24 months.

Financial Statement-

Blue Sky was founded in March of 2014 when it closed on $80 Million of debt and equity capital from Peppertree Capital. On May 4, 2016, Peppertree increased its funding with Blue Sky to $120 Million. Continuing along its successful campaign, Peppertree again increased its funding with Blue Sky to $320 million. Blue Sky is currently comprised of multiple holding entities: Blue Sky Tower LLC, Blue Sky Towers II, LLC, Blue Sky Towers III, LLC, and Blue Sky Towers IV, LLC. Should Blue Sky win this RFP and additional financial details are required, we will gladly provide them.

Insurance Requirements-

Blue Sky can meet all insurance requirements requested if we win this RFP but please note that BST IV (and all operating entities) does not carry worker's compensation insurance as there are no employees of the operating entities. As such, we have limited the requirement to BST contractors in the DRAFT Lease Agreement below.

DRAFT Lease Agreement-

Please see attached and note that we welcome further discussion if we win this RFP. We are open to negotiations and are committed to executing a Lease Agreement that is acceptable to all parties.



Village of Williams Bay GL (002).pdf

XIII. Special Requirements-

A. **Minimum Tower Requirements:** Please see attached proposed plan for full details.



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B. **Design & Installation:** Please see attached proposed plan for full details.



WILLIAMS_BAY_WI LE Rev0_2024-05-14.pdf

C. **Operations & Maintenance:**

Blue Sky adheres to all industry standards and takes great pride in the exceptional quality of work we and our vendor partners perform. Please see details below.

-Tower Structure Maintenance:

The Blue Sky's Tower Maintenance Operations Plan aligns with Telecommunications Industry Association (TIA) standards. Tower maintenance and condition assessment recommendations are as follows per ANSI/TIA-222-H: The standard states that an inspection be performed at three-year intervals for guyed towers masts and five-year intervals for self-supporting structures.

-Tower Inspection Procedures:
Visual inspection tower structures, antennas, cables and other components.
Identifying defects, corrosion, and structural weaknesses.
Documentation requirements for inspection findings.
Prioritizing and executing the inspection findings.

-Site Inspection and Maintenance (ground):
Blue Sky's Site Inspection and Maintenance Operations Plan aligns with industry standards. Site Inspection and Maintenance (Ground) are typically conducted twice a year and consist of the following below. In addition to Blue Sky's scheduled maintenance, our tenants visit the sites regularly and also inspect and identify any defects they have noted and call them into our National Operations Center ("NOC") where we document the issue(s).

-Site Inspection and Maintenance (ground) Procedures:
Inspection of compound, locks, and other security measures.
Inspection of site signage.
Inspection of structure from the ground.
Inspection of any visible grounding.
Inspection of electrical infrastructure.
Inspection Of lighting systems.
Inspection of buildings.
Inspect access road and culverts.
Complete weed control to compound area.
Trim any overhanging trees from compound and access road.

-Site Monitoring and 24/7/365 Support
When required, Blue Sky installs wireless monitoring units that monitor the tower lighting, HVAC, stand-by generators, and building access through digital and analog inputs to the monitoring unit. In addition, Blue Sky also provides a toll-free number that is posted on all our site signage that is manned 24/7/365 to ensure any tenant, public party or municipal/public safety worker can contact us with any issues.
As to how Blue Sky plans to develop wireless carrier use of the site in a reasonable time to ensure the success of the program, we have an aggressive in-house Sales/Marketing team comprised of industry veterans with solid industry relationships. Additionally, the carriers rely heavily on Blue Sky for our strategically located and well-constructed sites, hence we are their "go-to" resource.

(No D is listed-N/A)

E. Business Information:
At Blue Sky, experience, relationships, and integrity matter. We take tremendous pride in our people, work ethic and our professionalism. Our senior management has over 75 years of combined wireless development experience, and the longstanding trust-based relationships that come with this unique expertise. We can easily meet the Village of Willams Bay's goals…it is what we do, all day, everyday and we do it exceptionally well.

BST Site #:
BST Site Name:

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "**Lease**") is entered into on _____, 2025 (the "**Effective Date**") by and between the Village of Willams Bay, with an address of P.O. Box 580, 250 Williams Street, Williams Bay, WI 53191(the "**Landlord**"), and **Blue Sky Towers IV, LLC**, a Delaware Limited Liability Company (the "**Tenant**"), whose principal business address is 352 Park Street, Suite 106, North Reading, MA 01864 (collectively the "**Parties**", and each a "**Party**").

WHEREAS, the Landlord owns certain real property located at on Village of Williams Bay property with the approximate coordinates of 42.583505° latitude and -88.547670° Longitude in the Village of Williams Bay, in the State of Wisconsin, that is more particularly described or depicted in attached **Exhibit A** (the "**Property**"); and

WHEREAS, the Tenant intends to lease from Landlord a certain portion of the Property, together with other related rights as described in this Lease, to install, maintain, and operate telecommunications facilities, and Landlord is willing to grant such rights upon the terms and conditions set forth in this Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. RIGHT TO LEASE.

(a) Landlord hereby leases to Tenant a certain compound on the Property measuring approximately ten thousand square feet (100'x100') for the sole purpose to install, maintain, and operate a Communications Facility ("**Facility**") (defined in Section 5) thereon, and for the purposes described herein, together with an access and utility way (further described in Section 6) for ingress and egress from a public right-of-way through and over the Property to the compound, as well as for the installation and maintenance of utility facilities from a public right-of-way through, over, and under the Property to the compound (collectively, the "**Premises**"). The Premises are shown or described in detail on **Exhibit B** attached hereto.

(b) Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, to search information databases of public agencies or other sources, to obtain other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and includes without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits, building permits, or any other applications with the appropriate local, state and/or federal agency (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property, and the feasibility or suitability of the Property for Tenant's permitted use, all at Tenant's expense. Tenant will not be

liable to Landlord or any third party for any pre-existing defect or condition on or concerning the Property, whether or not such defect or condition is disclosed by Tenant's inspection before, during, or after the Term. Tenant will restore the Property to its condition as it existed before the Tests, reasonable wear and tear and casualty not caused by Tenant excepted. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all injury, loss, damage, or claims arising directly out of Tenant's Tests.

(c) Landlord does hereby authorize Tenant and its employees, representatives, agents, and consultants to prepare, execute, submit, file, and present on behalf of Landlord building, permitting, zoning, land-use, or any other applications with the appropriate local, state and/or federal agencies necessary to obtain the Government Approvals and shall cooperate with Tenant in the fulfillment of all the rights granted hereunder, including but not limited to obtaining, executing, or maintaining any Governmental Approvals, certificates, zoning, permitting, or any other governmental agency applications, W-9, plans and drawings, documentation required by lenders of Landlord, utility easements, and any other documents or procedures necessary to Tenant's construction, use, and operation of the Communications Facility (collectively, the "**Diligence Documentation**") without payment of additional rent, fees, or other compensation. The Diligence Documentation shall be prepared at Tenant's expense, and Landlord shall execute in a reasonable time any Diligence Documentation or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper approvals required to use and maintain the Premises and the Communications Facility (defined in Section 5).

(d) Landlord shall take no action that would adversely affect Tenant's ability to obtain Diligence Documentation and not do or permit anything that will interfere with or negate any Diligence Documentation concerning the Premises or Communications Facility or cause any nonconformance with applicable local, state, or federal laws.

(e) Landlord acknowledges that Tenant is in the business of subleasing all or portions of the Premises to sublessees, subtenants, sublicensees, and other third-party users (the "**Customer(s)**") according to separately negotiated agreements entered into between Tenant and any respective Customer. Tenant may enter into any sublease, sublicense, or other agreement with any Customer for the use of any part of the Premises without consent of or notice to Landlord at any time following execution of this Lease; including the period before the Commencement Date. Tenant agrees to cap all Customer escalations to no more than 1.5% annually or 10% per term.

2. TERM.

(a) The Initial Term (defined below) of this Lease shall commence upon the earlier of (i) the date that Tenant delivers notice of commencement of the Lease, or (ii) the date Tenant begins construction of the Premises on the Property (the "**Commencement Date**"), which shall be confirmed in writing from Tenant to Landlord. Unless extended or sooner terminated as herein provided, the initial term shall be for a period of ten (10) years following the Commencement Date (the "**Initial Term**").

(b) Tenant shall have the option to extend the Initial Term of this Lease for eight (8) successive additional periods of five (5) years each (each a "**Renewal Term**"). Each Renewal

Term shall commence automatically unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than twelve (12) months before the end of the then-current Term. The Initial Term and Renewal Term may also be referred to as the "**Term**."

3. RENT.

(a) During the period following the execution of this Lease but before the Commencement Date, Tenant shall pay a one-time fee of One Dollar (**$1.00**) as rent.

(b) Beginning on the Commencement Date, Tenant shall pay a monthly rental payment of Dollars ($**0000.00**) (the "**Rent**") to Landlord on or before the fifth (5th) day of each calendar month in advance. Rent payments will be made by check or electronic funds transfer payable to Landlord according to Landlord's instructions, which Landlord may change from time to time by providing Tenant with written notice hereunder. Rent will be prorated for any partial-month. Tenant will forward the initial Rent payment to Landlord within thirty (30) days of Commencement Date.

(c) Beginning on the first anniversary of the Commencement Date, and upon each year thereafter, the Rent shall be increased by an amount equal to ___ Percent (__**%**) over the previous year.

(d) Following the Commencement Date, starting with the second nationwide broadband Customer, any renal paid by any nationwide broadband Customer shall be divided between Landlord and Tenant in the following manner: __% to Landlord and ___% to Tenant ("Collocation Fee"). Collocation Fee payments shall cease in the event that Customer leases expire, terminate, or payments are otherwise suspended for any reason. Collocation Fee payments shall not be due to Landlord for the first nationwide broadband Customer, government, non-profit, or other Customer not delivering broadband services. If at any time during the Term, the first Customer terminates or vacates the Premises, Tenant shall have the right to designate a new first Customer for which no Collocation Fees shall be due. Collocation Fees shall not be subject to escalation for any reason under any provision of this Agreement. The Collocation Fee shall be made only after the qualifying nationwide broadband Customer has installed their equipment on the tower and Tenant has received rent.

4. TAXES AND FEES.

(a) Tenant shall reimburse Landlord for any increases in real property taxes, other tax, or fee which is directly attributable to the Tenant's improvements to the Premises, only for so long as this Lease has not expired of its own terms or is not terminated by either Party. As a condition of Tenant's obligation to pay tax increases, Landlord shall promptly provide Tenant the documentation from the taxing authority, reasonably acceptable to Tenant, indicating that the increase is due to Tenant's improvements. Tenant shall have the right to appeal any such taxes to a body of competent jurisdiction, and Landlord agrees to assist Tenant, at no cost to Landlord, in any such appeal. If Tenant finally prevails in any such appeal, Tenant shall be entitled to a refund of any tax payments made pursuant to such appeal.

(b) Landlord shall also pay promptly, when due, any other amounts or sums due and owing concerning its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments, and other similar encumbrances, avoid any delinquencies with respect thereto, and shall protect and indemnify Tenant for any lack of such payment. If Landlord fails to make any payments required under this Lease or breaches any other obligation or covenant under this Lease, Tenant may (without obligation) make such payment or perform such obligation on behalf of Landlord and deduct the full amount paid by Tenant on Landlord's behalf from future installments of Rent. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon demanded by Tenant.

(c) Any charges, taxes, and fees (other than Rent) payable under this Lease shall be billed by Landlord within one (1) year from the date on which the charges were incurred; any charges, taxes, and fees beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing sentence shall survive the termination or expiration of this Lease.

5. USE.

(a) Tenant (and/or Customers) shall have the exclusive right, at its expense and sole discretion, to erect, install, alter, supplement, operate, and maintain radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, generators, batteries, power sources, wires, poles, utility facilities, and any similar, necessary, and/or related equipment (the "**Equipment**") to operate a telecommunications facility or system on the Premises (collectively, the "**Communications Facility**"), which shall include the right to modify the frequencies over which the Communications Facility operates.

(b) Tenant shall have a non-exclusive easement in, over, across, and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Premises and the Communications Facility thereon.

(c) Tenant shall have the right to clear or cut all trees, vegetation, undergrowth, or other obstructions which, in Tenant's sole opinion, may interfere with the Premises and the Communications Facility thereon.

(d) All costs related to the due diligence to develop the proposed tower will be the responsibility of the Tenant. Tenant shall observe, obey, and comply with any and all existing or future laws, regulations, rules, ordinances, orders, and requirements of the Federal, State, County, City and Municipal government or any governing body or subpart of a governing body (including safety and public service entities), which relate to the management and regulation of the Premises and related facilities, regardless of whether such compliance is ordered or directed against Landlord, Tenant or both. Tenant will require the same obedience and compliance by its assigns, sublessees, contractors, officials, agents, employees and invitees, and all other persons for whose conduct Tenant is responsible or over whom Tenant exercises or has authority to exercise control. Tenant will obtain at its own expense all licenses, permits, and union and trade organization clearances required by any entity for use by Tenant of the Premises. Tenant shall be responsible for any alterations or improvements to the building structures, electrical and water systems

furnished by the Landlord which may be required by applicable laws, ordinances, rules or regulations of governmental entities.

(e) If at any time during the Term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other any governmental agency changes its regulations and/or requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Lease upon 30 days written notice to Landlord.

(e) Landlord shall have the exclusive right to occupy the top twenty (20) feet of the Tower for public service use at no cost to Landlord. The Parties will memorialize a separate Antenna Site License Agreement documenting the equipment and space.

(f) Tenant shall submit plans and designs for the Facility to Landlord for review and approval prior to making any improvements or alterations to the leased premises, said approval not to be unreasonably withheld, conditioned or delayed.

6. ACCESS AND UTILITIES. At all times during the Term of this Lease, the Tenant, and its guests, agents, Customers, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to the compound/Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors, and assigns hereby grants and conveys unto Tenant, its Customers, employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over, under, and through the Property to the compound, which Landlord shall maintain in a manner to allow vehicular and pedestrian access at all times. Tenant is also hereby granted a non-exclusive easement for the construction, installation, operation, and maintenance of overhead and underground electric and other utility facilities (including wires, poles, cables, conduits, and appurtenant equipment) over, under, and through the Property to the compound; including the right to reconstruct, improve, add to, enlarge, change, and remove such facilities over, across, and through any easement for the benefit of and access to the compound/Premises. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above.

7. EQUIPMENT, FIXTURES, AND SIGNS. The Communications Facility, all improvements, Equipment, or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its Customers. Tenant or its Customers shall have the right to erect, install, maintain, and operate on the Premises such Equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the Equipment, structures, fixtures, signs, and personal property on the Premises as of the Effective Date, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its Customers. Upon termination of this Lease, all improvements

or alterations erected on the Premises shall become the property of Landlord and shall be delivered in good, safe, and operable condition. Within three (3) months of expiration or termination of the Lease, Tenant or its Customers shall remove their Equipment, fixtures, signs, and personal property from the Premises. It is the responsibility of Teant to ensure compliance with industry standards related to the inspection and repair of the Facility.

8. ASSIGNMENT. Upon written notice to Landlord, Tenant shall have the right to sell, assign, or transfer this Lease (without any approval or consent of Landlord) to: (a) Tenant's parent company, or to an affiliate or subsidiary of Tenant, or of Tenant's parent company, (b) any entity or company whose business function is the management or operation of wireless communications facilities or leases, or (c) any entity or company that acquires Tenant, or is merged or consolidated with Tenant. Upon such assignment or transfer of this Lease, Tenant shall be relieved of all future performance, liabilities, and obligations under this Lease. Tenant also shall have the right to assign, pledge, or otherwise offer as collateral this Lease and all of Tenant's rights and property related hereto to a lender (the "**Lender**") at any time without the consent of, or notice to, Landlord. Furthermore, any sublease, sublicense, or other agreement entered into by Tenant is and shall be assigned as collateral for Tenant's Lender immediately upon execution thereof. Upon prior written notice to Tenant, Landlord may assign this Lease to any person or entity acquiring fee title to the Property or as collateral under a commercial mortgage for the entire fee interest. Except for the foregoing, any assignment or transfer of this Lease by Landlord must be approved by Tenant in writing, which Tenant may withhold in Tenant's sole discretion.

9. QUIET ENJOYMENT, TITLE, AND AUTHORITY. Landlord covenants and warrants to Tenant that (a) Landlord has full right, power, and authority to execute this Lease; (b) Landlord is the owner in fee simple of the Property and has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (c) there are no leases, licenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; (d) there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein, and (e) there are no parties (other than Landlord) in possession of the Premises. Landlord covenants that at all times during the Term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

10. REPRESENTATIONS AND WARRANTIES.

(a) Landlord represents and warrants that it has no knowledge of any substance, chemical, or waste on, under, or about the Property that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation, including without limitation asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor (collectively, the "**Hazardous Substances**"). Landlord represents and warrants the Premises and the Property are in compliance with all environmental, health, and safety laws, and throughout the Term will continue to comply with all environmental, health, and safety laws concerning the Property, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed, commenced, or received by Landlord regarding the Premises or Property alleging any failure to so comply.

(b) Landlord represents and warrants that the Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable easement benefiting the Property.

(c) Landlord represents and warrants that Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the Premises' current access to existing highways and roads or to other utility services serving the Premises.

(d) Landlord acknowledges that Tenant or its Customers may use the Premises for the transmission and reception of radio communication signals and the construction, installation, operation, maintenance, repair, removal, or replacement of a Communications Facility and appurtenances thereon.

11. HOLDOVER TENANCY. Should Tenant or any assignee of Tenant, or any Customer holdover on the Premises or any part thereof after the expiration of the Term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions of this Lease.

12. INDEMNITIES.

(a) Subject to Section 14, Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Tenant its officers, directors, shareholders, agents, and attorneys from all claims, obligations, liabilities, costs, demands, damages, expenses, suits, or causes of action, including costs and reasonable attorney's fees, which may arise out of: (i) any injury to or death of any person, if such injury, death, or damage arises out of or is attributable to or results from the negligence or willful misconduct of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors; (ii) any damage to property, if such injury or damage arises out of or is attributable to or results from the negligence or willful misconduct of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors; (iii) any breach of any representation, warranty, or covenant by Landlord; or (iv) all spills or other releases of any Hazardous Substance before, during, or after the Term not caused solely by Tenant, that may or may not have resulted in the violation of any environmental law. The foregoing indemnification shall survive any assignment or termination of this Lease.

(b) Subject to Section 14, Tenant, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits, or causes of action, including costs and reasonable attorney's fees, which may arise out of or in any manner connected with the use of the Premises by Tenant, its assigns, invitees, contractors, employees or agents.

13. WAIVERS.

(a) Landlord hereby waives all lien rights or security interests it may have, statutory or otherwise, in and to Premises and the Communications Facility thereon, or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws.

Landlord acknowledges that Tenant's Lender shall have the first lien priority over the Premises, the Communications Facility, or any portion thereof, including the right to foreclose on Tenant's rights and assets, whether such rights are recorded or not. Upon Lender's foreclosure, if any, Lender shall become Tenant hereunder. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental, or consequential damages incurred by Landlord as a result of the construction, maintenance, operation, or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

14. INSURANCE. During the terms of the lease, the Landlord and Tenant, mutually and at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, Landlord and Tenant shall provide and maintain the following coverages and limits:

(a) **Commercial General Liability Insurance.** Tenant shall maintain, or cause to be maintained, in full force and effect and at its own expense, during the Term commercial general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of $2,000,000 per occurrence and in the aggregate combined single limit coverage as protection against liability claims occurring on or about the Premises or growing out of the use and occupancy of the Premises. Landlord shall be included as additional insured on said policy by endorsement as respects this Agreement. Certificate of Insurance (COI) to be submitted to Village of Williams Bay upon request.

(b) **Contractor's Workers Compensation Insurance.** Tenant will endeavor to

require each contractor entering into a construction contract for the construction of the Premises to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) $1,000,000.00 each accident-bodily injury by disease, (ii) $1,000,000.00 policy limit-bodily injury by accident and (iii) $1,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a $1,000,000.00 Umbrella/Excess Liability Policy is in effect. Tenant shall provide at least thirty (30) days prior written notice to Landlord (ten (10) days' notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Tenant and Landlord or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form, shall be provided to Tenant and Landlord with respect to each contractor entering into a construction contract. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker's compensation insurance. Certificate of Insurance (COI) to be submitted to Village of Williams Bay upon request.

Providing and maintaining adequate insurance coverage will be a material obligation of Tenant. All such insurance shall meet all legal requirements. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are approved by the State. Landlord and Tenant shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing law, permit conditions or this Agreement. The limits of coverage under each insurance policy maintained by Tenant shall not be interpreted as limiting the Tenant's liability and obligations under this Agreement.

The Village of Williams Bay shall be named as additional insured on all policies of Tenant. All of the above insurance shall be secured from companies licensed to do business in the State and with an A.M. Best rating of A+ or better.

Certificates attesting to the existence of such insurance coverage must be provided on an annual basis. Such policies shall contain a provision that coverage afforded under the policies will not be cancelled, reduced in amount, or coverage eliminated until at least thirty days after mailing written notice, by certified mail, to the Landlord.

15. INTERFERENCE. During the Term of this Lease, Landlord, its successors, assigns, lessees, licensees, employees, invitees, or agents, shall not engage in any activity which interferes with Tenant's use or access hereunder. Landlord shall not interfere with the Customer's use or access, or with the relationship between the Tenant and Customers or any potential Customers. Additionally, Landlord shall not grant any ground lease, license, or easement concerning the Property or any property adjacent to or in the immediate vicinity of the Premises: (a) for any of the uses contemplated herein; or (b) if such lease, license, or easement would detrimentally affect Tenant's Premises and the Communications Facility thereon, or the use thereof.

16. RIGHT OF FIRST REFUSAL. In the event Landlord receives a bona fide offer from a third party to purchase or if Landlord intends to communicate to a third party an offer to sell, (a) all or any portion of the Property, (b) any adjoining or adjacent property subject to an easement hereunder, or (c) this Lease or any rights hereunder including the right to receive Rent (in each case, the "**Sale Assets**"), Landlord shall first communicate the terms of such offer to Tenant, provide a copy of the bona fide offer to Tenant and offer to sell such Sale Assets to Tenant upon the same terms and conditions, including any financing terms. Tenant shall have thirty (30) days from receipt of said notice from Landlord to accept said offer in writing. If Tenant accepts Landlord's offer within thirty (30) days, Landlord shall be bound to sell the Sale Assets to Tenant, and Tenant shall be bound to purchase the Sale Assets from Landlord, in accordance with the bona fide offer. If Tenant purchases the Sale Assets pursuant to this paragraph, any easements granted from Landlord to Tenant for the benefit of the Premises shall become permanent easements without further consideration. If Tenant fails to exercise such right of first refusal within the stated time, Landlord may sell the Sale Assets subject to any and all terms and conditions of this Lease and Tenant's rights hereunder; provided, however, that if the terms of sale change and if Landlord has not sold or transferred title to such Sale Assets within ninety (90) days of the date of Landlord's written notice to Tenant, any such sale and transfer of title shall again be subject to Tenant's said right of first refusal. Tenant's right of first refusal shall continue in effect as to any subsequent proposed sale by the current Landlord or by any transferee.

17. SECURITY. Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises, at its expense, including the right to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its Premises and the Communications Facility thereon.

18. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, acts of terrorism, pandemic, material or labor restrictions by a governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

19. DESTRUCTION. Subject to the approval of Landlord, not to be unreasonably withheld, conditioned or delayed, Tenant may, at its option, rebuild the Facility in the event of partial or total destruction.

20. CONDEMNATION. Notwithstanding any provision of this Lease to the contrary, in the event of condemnation of the Property or the Premises, Tenant shall be entitled to a separate award with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon (including the Communications Facility), and in no event shall the Lease be terminated or modified (other than an abatement of Rent) due to a casualty or condemnation without the prior written consent of Tenant or Lender. Notwithstanding anything to the contrary contained herein, in the event of any taking of all or any part of the Premises, Tenant shall have the right to participate in any condemnation proceedings settlement discussions, shall have the right to supervise and control the receipt and disbursement of all condemnation awards and shall be entitled to all condemnation awards which are not used to restore the Premises. In the event of a partial taking, this Lease shall continue, and the Rent shall be reduced proportionately, from and after the date of such taking, based upon the percentage of land which is taken. If the portion of the land taken is such that the Tenant cannot, in its reasonable judgment, economically continue its operations on the Premises, the Tenant, with the prior written consent of Lender, shall have the right to terminate this Lease.

21. DEFAULT. Tenant or Landlord's failure to perform any of the covenants of this Lease shall constitute a default (including the Landlord's duty to cooperate and provide Diligence Documentation). The non-defaulting Party shall give the other written notice of such default, and the defaulting Party shall cure such default within thirty (30) days after receipt of such notice. In the event that such default cannot reasonably be cured within such thirty (30) day period, the time for curing shall be extended for such period of time as may be necessary to complete such curing provided that the defaulting Party shall proceed promptly after the receipt of such notice to cure such default and shall pursue curing such default with due diligence. However, in no event shall this extension of time be in excess of sixty (60) days unless agreed upon by the non-defaulting Party. Any notice of default sent to Tenant must be accompanied by a notice to Tenant's Lender. Notwithstanding anything to the contrary herein, Lender shall have no obligation to take any action unless and until Lender becomes a successor hereunder.

22. REMEDIES. Should the defaulting Party fail to cure a default under this Lease, the other Party shall have all remedies available either at law or in equity, including the right to terminate this Lease. In the event Landlord elects to terminate this Lease due to a default by Tenant, it shall continue to honor all Customer agreements made by Tenant through the expiration of the Term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Lease, provided that Customers shall attorn to Landlord. In the event of Landlord default, Tenant may, at its option (but without obligation to do so), perform Landlord's duty or obligation on Landlord's behalf, including but not limited to payment of mortgage, tax obligations, or other encumbrances. All costs and expenses of any such Tenant performance shall

be reimbursed upon invoice and/or abated from any Rent due to Landlord until Tenant is reimbursed in full. The Landlord shall accept performance by a Lender of any covenant, condition, or agreement on the Tenant's part to be performed hereunder with the same force and effect as though performed by the Tenant.

23. ATTORNEY'S FEES. If there is any legal proceeding between Landlord or Tenant arising from or based on this Lease, the unsuccessful Party to such action or proceeding shall pay to the prevailing Party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing Party in such action or proceeding and in any appeal in connection therewith. If such prevailing Party recovers a judgment in any such action, proceeding, or appeal, such costs, expenses, and attorney's fees and disbursements shall be included in and as a part of such judgment.

24. NON-DISTURBANCE, ATTORNMENT, AND CONTINUATION RIGHTS.

(a) This Lease shall be subordinate to any mortgage, deed of trust, other security agreement, or master or ground leases (each a "**Mortgage**") which, from time to time, may encumber all or part of the Property; provided, however, the lender or holder of any Mortgage under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Lease and Tenant's (and Customer's) right to remain in occupancy of and have access to the Premises. To effectuate the aforementioned subordination, at Tenant's option, the Parties shall execute a subordination, non-disturbance, and attornment agreement or similar agreements, in a form and with terms and conditions reasonably acceptable to Tenant. In addition, upon the request of Tenant, Landlord shall use Landlord's best efforts to assist in causing the holder of any Mortgage on Landlord's Property to execute a subordination, non-disturbance, and attornment agreement or similar agreements, in a form and with terms and conditions reasonably acceptable to Tenant.

(b) Landlord shall execute such documents as any Customer might reasonably require, including customary subordination, non-disturbance, and attornment agreements and/or Landlord recognition agreements, and shall use reasonable efforts also to cause its lenders to similarly acknowledge, in writing, Customer's right to continue to occupy its premises.

25. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing, sent by a nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage pre-paid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Landlord shall deliver notice to Tenant of any sale of the Property not less than thirty (30) days prior to the date of such sale, including the Diligence Documentation of the buyer. Any notice to Tenant must also be made to Lender. Notices shall be delivered to all parties listed at the address below or to such other address that a party below may provide from time to time:

If to Landlord:

Village of Willams Bay
P.O. Box 580
250 Williams Street
Williams Bay, WI 53191

If to Tenant:

Blue Sky Towers IV, LLC
352 Park Street, Suite 106
North Reading, MA 01864
Attn: Legal/Site Number:

With a copy to:
Blue Sky Towers IV, LLC
57 E. Washington Street
Chagrin Falls, Ohio 44022
Attn.: Legal/Site Number:

26. NON-COMPETITION. During the Term, neither Landlord nor any principal of Landlord or any of their respective affiliates will, on the Property or within a three-mile radius of the Property, directly or indirectly, in any capacity, individually or for or with any person or entity (whether as a consultant, employee, equity or debt holder, officer, director, or otherwise), (a) own any interest in any communications tower or telecommunications equipment, or (b) lease or transfer any interest in real estate for the use of a communications tower or placement of telecommunications equipment, or (c) cause or permit the construction of radio or communications towers.

27. MEMORANDUM OF LEASE. In connection with the execution of this Lease, the parties agree to execute a recordable form of a Memorandum of Lease acceptable to both parties in a form provided by Tenant and recorded at Tenant's sole cost and expense. From time to time subsequent to the execution of this Lease, the parties shall cooperate in the execution of documents necessary to demonstrate the rights granted to Tenant hereunder for third parties or to modify or amend such recorded memorandum.

28. CONFIDENTIALITY. Notwithstanding anything to the contrary contained in this Lease, Landlord agrees and acknowledges that all of the terms of this Lease and any information furnished to Landlord by Tenant in connection therewith are confidential. Landlord shall not disclose any such terms of information without Tenant's prior written consent, except (i) to Landlord's attorney, accountant, lender and/or prospective fee simple purchaser of Landlord's Property, provided that such party agrees to adhere to the terms and provisions of this section or (ii) as otherwise required by law. The terms and provision of this section shall survive the execution and delivery of this Lease.

29. MISCELLANEOUS.

(a) **Provisions Are Binding Upon Successors and Assigns**. This Lease and the easements granted herein shall run with the land and shall be binding upon and inure to the benefit of the Parties, their respective successors, legal/personal representatives, and assigns. Any right granted to Tenant hereunder may be exercised by Tenant's Lender.

(b) **Entire Agreement; Modification; and Waiver**. This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations, and other lease agreements concerning the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment or modification to this Lease must be in writing and executed by both Parties. In addition, no provision of this Lease will be deemed waived by either Party unless expressly waived in writing by the waiving Party. Failure of a Party to insist on strict performance of any of the conditions or provisions of this Lease, or failure or delay to exercise any of a Party's rights hereunder, shall not waive such rights.

(c) **Severability; Interpretation.** If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof.

(d) **Incorporation by Reference**; **Exhibits**. All attached exhibits are hereby incorporated by this reference as if fully set forth herein. The Parties understand and acknowledge that the attached exhibits may be attached to this Lease and the Memorandum of Lease in preliminary form. Accordingly, the attached exhibits may be replaced by Tenant with such final, more complete exhibit(s).

(e) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Leased Premises are located.

(f) **Estoppel.** The Parties agree that, within ten (10) days of receipt of a written request, each shall provide an estoppel certificate as to any matters reasonably requested by the requesting Party.

(g) **Bankruptcy.** The Parties hereto agree that (i) the Tenant is in possession of the Premises notwithstanding the fact that the Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the "**Bankruptcy Code**") concerning the Tenant's possession of the leasehold under this Lease are satisfied. Accordingly, the Tenant's right to remain in possession of the leasehold under this Lease shall continue notwithstanding any rejection of this Lease in any bankruptcy proceeding involving the Landlord, or any other actions by any party in such a proceeding.

(h) **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) **Further Assurances.** Each of the Parties shall, from time to time, at the request and sole expense of the other Party, without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary or desirable to carry out the provisions of this Lease and give effect to the transactions contemplated hereby.

(j) **Submission of Lease**. The submission of this Lease for examination does not constitute an offer to lease the Premises, and this Lease becomes effective only upon the full execution of this Lease by the Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LANDLORD: [LANDLORD NAME]

By:_____

Name:_____

Title: _____

Date: _____

Signatures Continue on Next Page

TENANT:
Blue Sky Towers IV, LLC
a Delaware limited liability company

By: _____

Name: James Rech

Its: President and CEO

Date: _____

EXHIBIT A

The Property is depicted/described as follows and will be replaced by a surveyed legal description when available at Tenant's option.

EXHIBIT B

The Premises is depicted/described as follows and will be replaced by a surveyed legal description when available at Tenant's option.

Our business models are built for success and it is truly evident when looking at Blue Sky's national existing and proposed portfolios, exceptional client relationships, and 1st in class reputation in the wireless industry.

Evaluating and getting funding for sites is carrier driven vs speculative. Simply stated, the carriers ask and we deliver high-quality sites every time for them. Should site modifications be needed along the way, we manage those with ease.

As to financial stability, Blue Sky was founded in March of 2014 when it closed on $80 Million of debt and equity capital from Peppertree Capital. On May 4, 2016, Peppertree increased its funding with Blue Sky to $120 Million. Continuing along its successful campaign, Peppertree again increased its funding with Blue Sky to $320 million. Blue Sky is currently comprised of multiple holding entities: Blue Sky Tower LLC, Blue Sky Towers II, LLC and Blue Sky Towers III, LLC, and Blue Sky IV, LLC. Should Blue Sky win this RFP and additional financial details are required, we will gladly provide them.

Additional Information on Blue Sky-

Employee Bio's-

Please see attached.

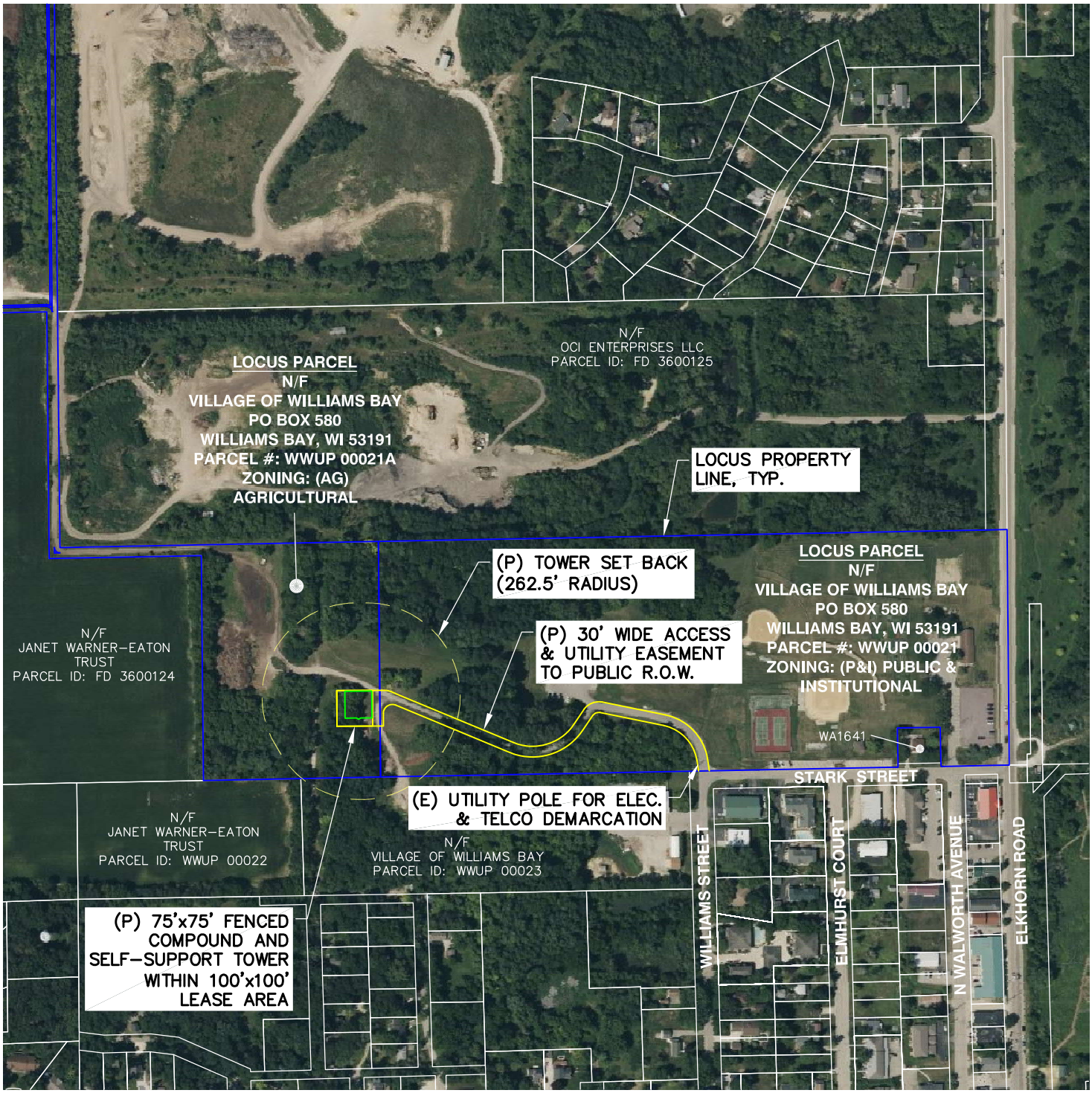


BST Bios.pdf

Professional Affiliations-

Wireless Infrastructure Association ("WIA") Member
New England Wireless Association ("NEWA") President & Board Member work at Blue Sky
National local presence on State Wireless Associations across the United States.
Tower Family Foundation ("TFF") Committee Member
Women's Wireless Leadership Forum ("WWLF") Member

Many thanks for your consideration,
Team Blue Sky Towers



TOWER COORDINATES:
N 42.583535°±
W 88.547703°±
AMSL 1008'±
(GOOGLE EARTH)

N

PLOT PLAN

SCALE: 1"=400'

400 200 0 400

(E) – EXISTING
(P) – PROPOSED
(F) – FUTURE

ProTerra DESIGN GROUP, LLC
4 Bay Road
Building A; Suite 200
Hadley, MA 01035
(413)320-4918

LEASE EXHIBIT

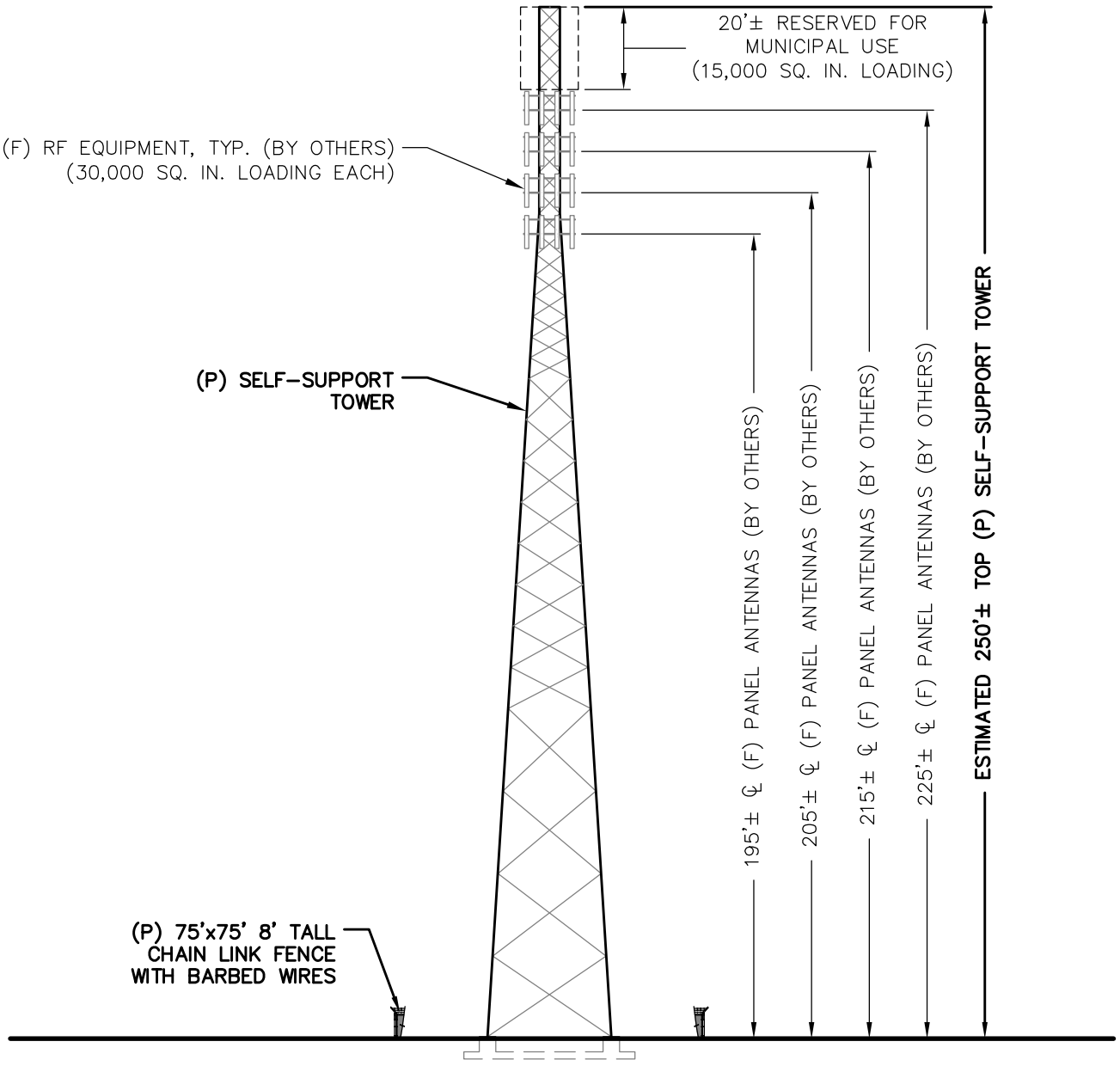
SITE NAME: VILLAGE OF WILLIAMS BAY

ADDRESS: 250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

BLUE SKY TOWERS IV, LLC

352 Park Street, Suite 106
North Reading, MA 01864
Ph: (508) 530-3580

DATE: 05/15/24
REVISION: 1
JOB NO.: 24-022
SHEET: LE-1



ELEVATION

SCALE: 1"=40'

40 20 0 40

(E) – EXISTING
(P) – PROPOSED
(F) – FUTURE

ProTerra DESIGN GROUP, LLC
4 Bay Road
Building A; Suite 200
Hadley, MA 01035
(413)320-4918

LEASE EXHIBIT

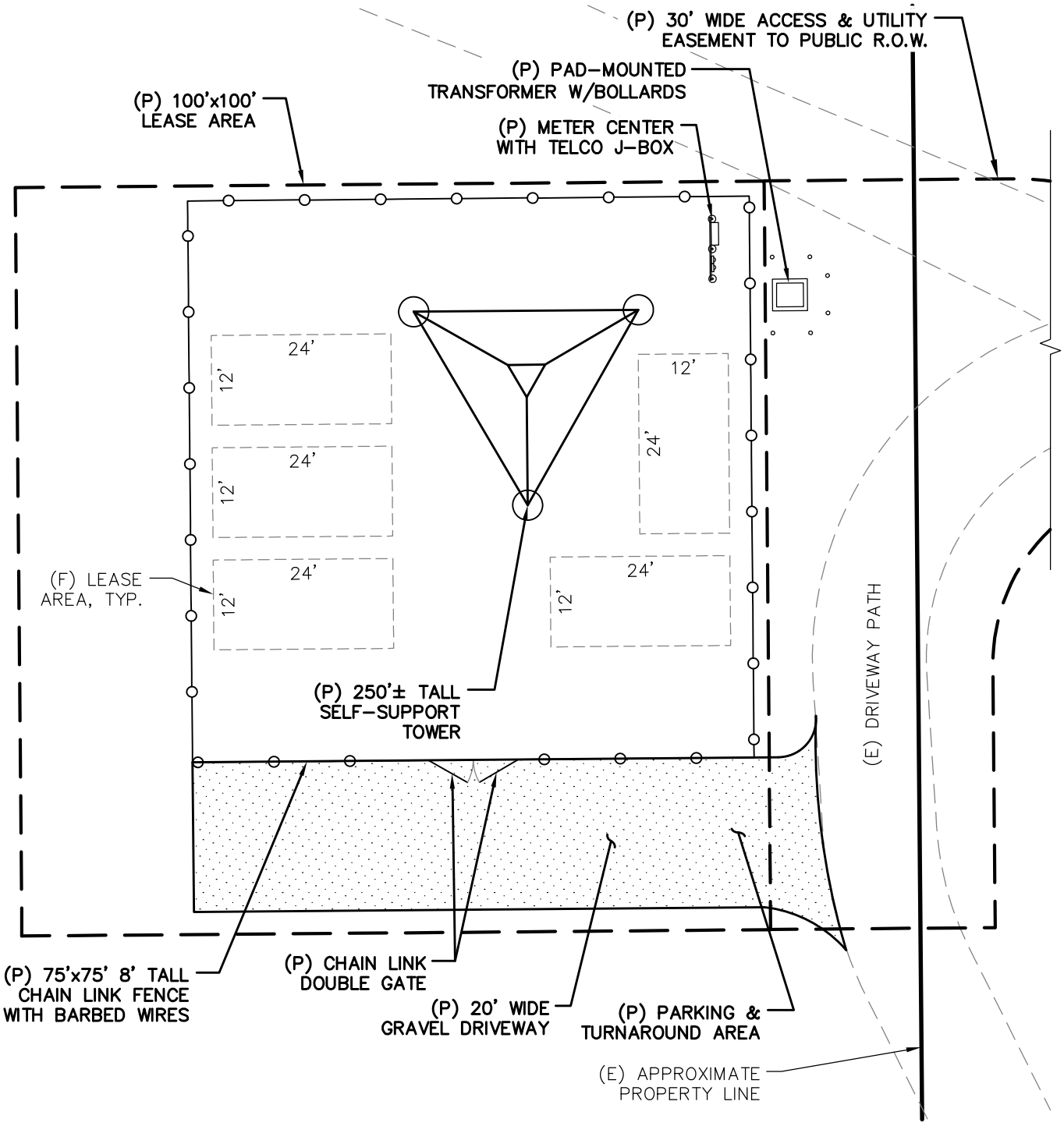
SITE NAME: VILLAGE OF WILLIAMS BAY

ADDRESS: 250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

BLUE SKY TOWERS IV, LLC

352 Park Street, Suite 106
North Reading, MA 01864
Ph: (508) 530-3580

DATE: 05/15/24
REVISION: 1
JOB NO.: 24-022
SHEET: LE-2



N

COMPOUND PLAN

SCALE: 1"=20'

20 10 0 20

(E) – EXISTING
(P) – PROPOSED
(F) – FUTURE

ProTerra DESIGN GROUP, LLC

4 Bay Road
Building A; Suite 200
Hadley, MA 01035 (413)320-4918

LEASE EXHIBIT

SITE NAME: VILLAGE OF WILLIAMS BAY

ADDRESS: 250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

BLUE SKY TOWERS IV, LLC

352 Park Street, Suite 106
North Reading, MA 01864
Ph: (508) 530-3580

DATE: 05/15/24

REVISION: 1

JOB NO.: 24-022

SHEET: LE-3

Peter Woodbury
President, Strategic Partnerships
120 Mountain Ave, Springfield, NJ 07081
Phone: (973) 544-6822
pwoodbury@diamondcomm.com

May 20, 2024

Village Hall
250 Williams Street
P.O. Box 580
Williams Bay, WI 53191
Attn: David Lothspeich, Village Administrator

Dear Mr. Lothspeich,

Diamond Communications LLC and its subsidiaries ("Diamond") are pleased to respond to the Village of Williams Bay, WI (the "Village's") Request for Proposal from a Tower Company to build and own a self-supporting tower structure on a property owned by The Village (the "RFP").

Diamond, based in Springfield, NJ and Delray Beach, FL, is one of the largest wireless infrastructure companies in the United States, with 4,000+ owned and managed tenanted structures across the country and significant experience in the Wisconsin and Midwest markets. We are management-controlled, create relationships for the long-term and view our property owner relationships as core to our strategy. We are highly experienced in all aspects of tower development and work with public and private entities to develop and manage wireless infrastructure in a way that meets all parties' objectives and requirements.

In our response, we highlight Diamond's key advantages and qualifications to perform the scope of work discussed in the RFP, which includes:

- A proven track record of providing tower solutions that fit the objectives of our landlord partners and meet the operational needs of the wireless carriers
- Significant experience in all aspects of tower development from site selection, zoning and permitting, construction and ongoing operation and maintenance
- Strong relationships with both the Wisconsin and national offices of all the major wireless carriers
- Experience working with emergency responders and municipalities to deploy emergency communication networks on our sites
- Experience working with all constituents including local officials and community groups to address safety and health concerns, aesthetic issues and the benefits of reliable wireless coverage
- Operational personnel located in Wisconsin

Diamond is confident that we can achieve all objectives of this RFP. Our institutional knowledge, industry relationships and experience working with public entities ensures that we can bring enhanced wireless service to Williams Bay while generating a valuable revenue stream for the Village.

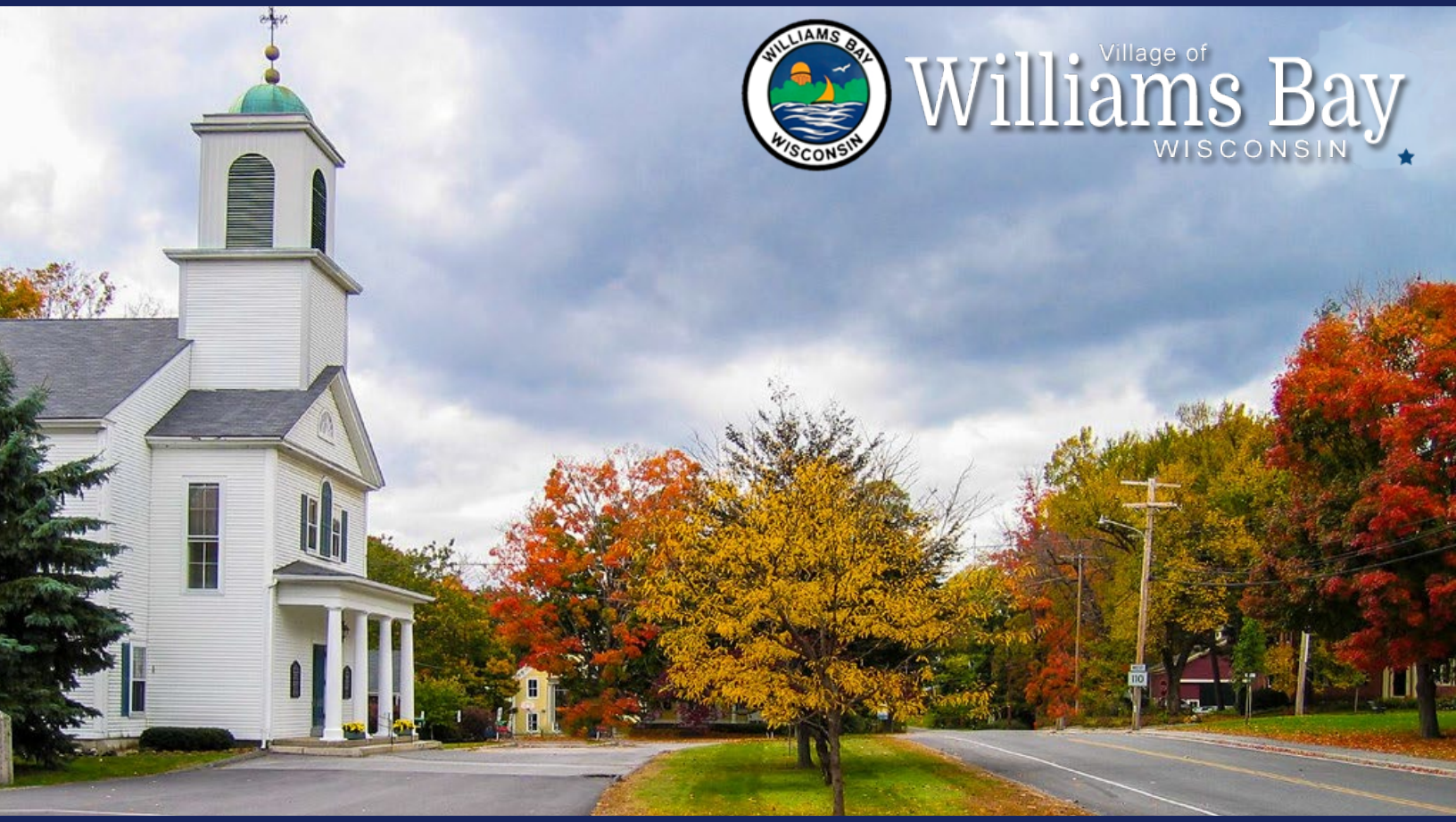
We hope that our response meets your key requirements and would welcome an opportunity to meet in person or virtually at your convenience to discuss further.

Kind regards,



Peter Woodbury
President, Strategic Partnerships

Diamond Communications' Response to the Village of Williams Bay, WI's Tower Company RFP Opportunity



Contact: Erin Payne
E-Mail: epayne@diamondcomm.com
Phone: 973-735-6420

Diamond Communications

Draft Lease Agreement

See Exhibit A.

Please provide background information on the organization and give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed.

Diamond, a limited liability company founded in 2006 by leading industry executives, is one of the largest wireless infrastructure companies in the United States. Our key executives have 15-25 years of industry experience. We have approximately 140 wireless professionals nationwide with offices in 18 states throughout the U.S., including Wisconsin. We currently have 4,000+ owned and managed tenanted structures, including over 1,000 owned and under-development towers. We manage and market wireless infrastructure on over 400,000 properties to potential tenants on behalf of third parties in all fifty states and have offices throughout the nation. Our Strategic Partnership business is core to our strategy, and we highly value the creation of long-term, collaborative relationships with our trusted property owner partners, including public entities.

Diamond has extensive experience in the Midwest and owns and/or manages 700+ assets in Wisconsin. We have longstanding relationships with all the major wireless carriers, including AT&T, Verizon, and T-Mobile. In addition, Dish Network is deploying a nationwide network and Diamond is very active with the rollout of their network. Diamond also markets sites to other users of wireless infrastructure including regional wireless carriers, emergency first responders, Internet of Things (“IoT”) companies, high-frequency financial trading firms, wireless internet service providers, rural broadband carriers, utilities and government authorities.

We have an active tower build program and have built towers for all the major wireless carriers. Over the last several years, we have built over 450 towers, making us one of the most active tower developers in the country. Diamond has a long-term track record of building, managing and marketing wireless infrastructure sites. We construct new structures to accommodate multiple wireless carriers and have a dedicated sales force to market sites directly to the carriers. We have been successful at adding tenants to our towers and believe that the Village site will be attractive to all carriers.

Diamond and its professionals have significant experience developing wireless infrastructure through public and private partnerships which include:

- A recently awarded RFP from the Town of Dudley, MA to fund, construct, own and operate a multi-tenant structure on Town property
- A recently awarded RFP from the City of Daytona, Florida to fund, construct, own and operate a multi-tenant structure on City property
- Managed existing wireless infrastructure and new wireless infrastructure development activity for the City of Palm Coast, Florida
- Managing all wireless infrastructure in master planned communities owned and developed by The Howard Hughes Corporation throughout the country, including the development of a significant number of structures in Summerlin, Nevada in close collaboration with the property developer, the City of Las Vegas and Clark County
- Completed a project in Grand Teton National Park, one of the National Park Services’ premier destinations, which includes 7 macro towers, two outdoor distributed antenna systems and a 50+ mile fiber optic network
- Marketing and developing installations for the United Methodist Church’s 29,000 locations throughout the U.S.
- Managing tower development on critical infrastructure with clients including (i) FirstEnergy, a consolidated energy company with utility infrastructure stretching from Ohio to New Jersey, (ii) Georgia Power, an electric utility headquartered in Atlanta, Georgia, (iii) Mississippi Power, an electric utility headquartered in Gulfport, Mississippi and (iv) Ameren, an electric power provider across Missouri and Illinois

We understand the unique challenges, regulations, and requirements of developing towers on public property and locations with substantial safety, operational and community considerations and have a proven track record of developing projects that satisfy all parties’ objectives and requirements.

Diamond's well-established wireless industry relationships, significant industry experience, track record of public and private partnerships and strong capital position make us highly qualified to partner with the Village to complete the scope of work in the RFP.

Key personnel that will be involved in this project include:

Peter Woodbury – President, Strategic Partnerships

Peter joined Diamond in 2013 after a 20+ year career in banking and financial services. He has led the expansion of the Diamond Strategic Partnership business for the past 10 years and is responsible for cultivating and managing relationships with third party property owners. In addition, he is responsible for managing Diamond's business development calling efforts to wireless service providers across the U.S. Prior to joining Diamond, he was a Managing Director at Lloyds Banking Group, Credit Suisse and Donaldson Lufkin & Jenrette and a Vice President of Citibank with a focus on private equity, securitization, and other types of structured transactions. Mr. Woodbury is a graduate of Boston College and received his MBA from the Darden Graduate School of Business at the University of Virginia.

Orazio Russo – Senior Vice President, Sales, and Operations

Orazio, located in Delray Beach, FL, joined the Diamond team in April of 2007, bringing twenty-five years of tower operations, sales, and business development experience in the wireless industry. Before joining Diamond, he served in several leadership positions and was responsible for generating new tower development and acquisition opportunities at SBA Communications and AAT Communications. This included management of wireless activities on the state of Michigan and Union Pacific Railroad's properties, tower builds for the Bureau of Reclamation and numerous deployments on Class A real estate. Orazio is a graduate of University of Phoenix and a four-year veteran of the U.S. Airforce.

Anthony Sabatino – Chief Technology Officer

Tony joined Diamond Communications in 2022 bringing over 30 years of experience in telecommunications consulting, engineering, and management. Prior to joining Diamond, Tony was the President and Chief Strategy Officer at InSite Wireless Group where he led nationwide carrier relations, DAS engineering and tower development among other responsibilities. Tony was also previously the President of Telecom at Sabre Industries servicing a variety of clients including utility companies. Tony is a graduate of Kansas University and received his master's degree in electrical engineering from LaSalle University.

Jess Leitzke – Senior Vice President, Tower Operations

Jess, based out of Wisconsin, joined Diamond in October 2006. Before joining Diamond, Jess held several key operational positions at some of the larger tower companies and wireless carriers in the nation including AAT Communications, SBA Communications and PCS PrimeCo. Jess has years of hands-on experience with telecommunications operations, acquisitions, project management and new tower development.

Jamie Lahr – Manager – Operations & Engineering

Jamie, based out of Wisconsin, joined the Diamond team in March of 2006, and has over 20 years of experience in construction, operations and site management in the wireless industry. Before joining Diamond, Jamie held key positions in several other major telecommunication companies, including Regional Manager of Operations and Engineering for AAT Communications, Construction/Facilities Team Lead for SBA Communications and Interim-Implementation Manager/Engineer for Sprint PCS. In all these companies Jamie was involved in the development of engineering, construction and operational standards.

Sarah Schaaf – Director, Regulatory Compliance

Sarah, based out of Wisconsin, has been employed in the wireless industry since 1998. She has managed Regulatory Compliance related matters for 15 years, including environmental, NEPA, FAA/airspace, and

FCC regulations; construction and implementation of company processes and procedures in accordance with federal, state and local rules and regulations.

Michelle Dohrman – Business Development Manager, Mid-West

Michelle is a Business Development Manager in the Midwest, she oversees tower development and maintains client relationships in 12 states, including Wisconsin. Prior to joining Diamond in 2018, Michelle was a Site Acquisition Coordinator at St. Charles Tower Inc., where she was accountable for establishing business relationships, negotiating leases, attending zoning hearings, vendors and service companies as well as site walk coordination. Before Michelle's 8 years at St. Charles Tower Inc., she worked for Powder River Development Services building the Clearwire network in St. Louis and Cricket Communications building the networks in St. Louis, Chicago, Milwaukee and Minneapolis. Michelle is an elected officer on the Missouri Kansas Wireless Association board; 2 years as the Treasurer and 6 years as the Secretary. She's passionate about volunteering and has been the Missouri and Kansas representative for Women's Wireless Leadership Forum for 8 years. Michelle earned a Bachelor of Science in Business degree with a minor in Finance Accounting at Rockhurst University and resides in St. Louis, Missouri.

Erin Payne – Director, Strategic Partnerships

Erin joined Diamond in 2013 and is an integral member of the Strategic Partnerships team handling lease administration, carrier billing and collections and data analysis for all of Diamond's managed clients. She is experienced in site audits and analysis, accounting, project management and marketing. She has coordinated the deployment and documentation for hundreds of wireless sites across Diamond's asset base. Erin graduated from the University of Connecticut in 2013.

Peter Woodbury and Erin Payne will be the primary day-to-day contacts responsible for the overall project management with key support from the following:

- Tom Waniewski - Zoning and Permitting
- Jesse Leitzke and Jamie Lahr - Construction
- Sarah Schaff - Regulatory
- Orazio Russo and Michelle Dohrman - Carrier Marketing and Negotiation

Diamond manages many activities in-house and has a list of trusted subcontractors that we engage with to construct and maintain our towers. Diamond has worked with our subcontractor relationships on hundreds of sites since 2006, including those with our municipal partners. Diamond chooses vendors best suited for the particulars of the project and always performs as the general contractor with owner responsibility for delivering the project in the manner agreed. If there are particular vendors that the Village would like to utilize for certain aspects of the project, we will discuss and agree with the Village when we initiate the project.

References for similar projects are as follows:

City of Daytona, FL – Kim Flaherty, Project Manager

Project Description: In September 2022, Diamond responded to an RFP from the City of Daytona, FL to install a monopole cell tower to support the City's equipment and up to four additional wireless tenants. Diamond was awarded this RFP and Diamond and the City agreed a ground lease template. The monopole has been constructed and there is a carrier lease executed that is pending installation. In addition, Diamond and the City have agreed on the location of a second tower to further support area connectivity.

- Kim Flaherty, Project Manager
- Email Address: flahertykimberly@codb.us
- Phone Number: 386-671-8264

City of Palm Coast, FL – Jim Landon, City Manager (Retired)

Project Description: In May 2017, Diamond entered a 5-year wireless facilities management contract with the City of Palm Coast, FL. The contract established Diamond as Palm Coast's wireless infrastructure provider and consultant. Diamond worked with Palm Coast to develop a wireless master plan ("WMP") to identify priority sites on City of Palm Coast-owned property. Under this plan, we have constructed three towers. Additionally, we are working with City staff and carriers on four other locations within the City for new tower development. Diamond's responsibilities include marketing four Palm Coast-owned towers and other properties to wireless carriers and other potential tenants, managing all colocation/amendment activity, and ongoing maintenance and inspection. In addition, Diamond provides advice to the Palm Coast Planning Department for any new wireless site or addition to existing wireless locations throughout Palm Coast, including those located on private land. The WMP's wireless infrastructure provides significant improvements in connectivity to Palm Coast's residents and businesses and generates long-term revenue for the city that can be directed to other important initiatives and expenses.

- Jim Landon, City Manager (Retired)
- Email Address: gpjlandon@gmail.com
- Phone Number: 386-931-1792

Ohio Turnpike and Infrastructure Commission – Heather Veljkovic, Deputy General Counsel

Project Description: In January 2015, Diamond entered into a partnership with the Ohio Turnpike and Infrastructure Commission (OTIC) to provide consultation and site management services for OTIC's 241 miles of rights-of-way, which includes 34 communication towers owned by the Commission, six third-party owned communication towers, and the right to construct new towers on OTIC-controlled real estate. The partnership was awarded to Diamond in 2016 through a competitive RFP process and renewed and expanded in 2021 for an additional five-year term through a secondary RFP process. Diamond's services to OTIC include analyzing their existing leases, making recommendations on new revenue opportunities, marketing OTIC's properties and existing infrastructure to the wireless carriers, negotiation/renegotiation of new/existing communications leases, monthly financial reporting and continuous follow up with carriers to locate missing payments and correct payment discrepancies. Diamond, to date, has worked with OTIC to complete one tower build on OTIC-owned property, six colocation agreements and 23 agreements/extensions on existing structures. There is one additional tower build in process that we expect to complete in 2024.

- Heather Veljkovic, Deputy General Counsel
- Email Address: Heather.Veljkovic@ohioturnpike.org
- Phone Number: 702-791-4446

Full description of plans and intentions for your use of the space. Be as detailed as possible and include a scaled conceptual Site Plan.

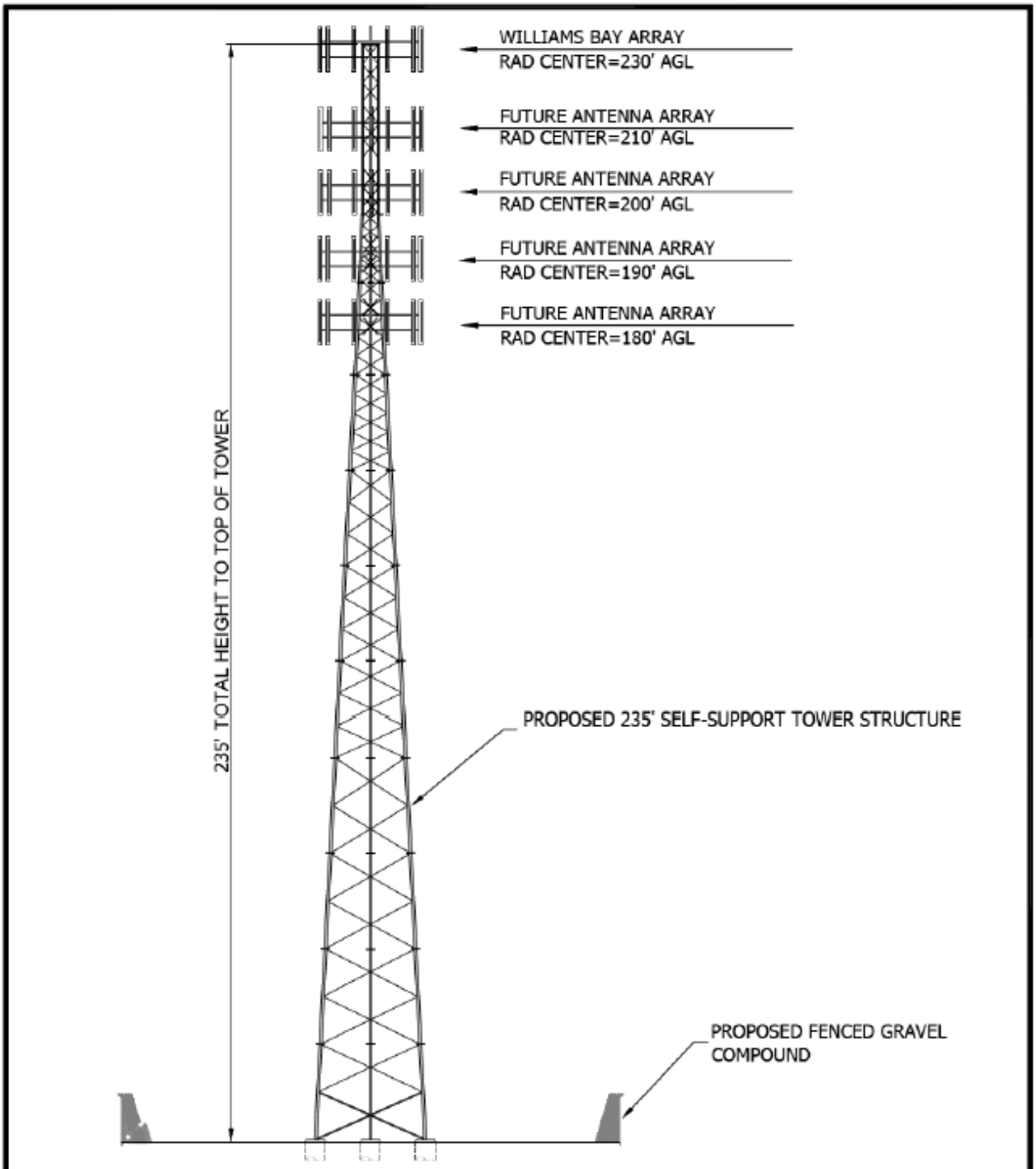
Diamond proposes a 235' self-supporting tower with 100' x 100' ground space, which is consistent with the Village's objectives/requests in the RFP. The tower will have capacity for four carriers and the Village's equipment. Diamond always builds new structures to accommodate multiple wireless carriers with capacity for their typical full loading. In rare circumstances where structural capacity is at its limit, Diamond and/or the wireless carrier wishing to add the additional capacity will fund any modifications or upgrades required. For the proposed 235' self-supporting tower, the top array at 230' will be reserved for the Village's equipment and there will be space for 4 future carriers at 210', 200', 190' and 180'.

Each of the carriers will have a 10' x 15' space for their associated ground equipment.

See below description of the equipment included in a typical installation per carrier:

- (12) panel antennas – 4 per sector
- (12) 1-5/8" coax cables
- (2) HCS DC Cable, about ½" (to power the remote radio units)
- (12) Remote Radio Unites
- 12' V-Book Assembly Mount
- 10' x 15' ground space for carrier ground equipment (carrier base stations, telco connections and miscellaneous)
- Backup power needs are carrier specific and tend to vary greatly
  - Each carrier will likely need a gel cell battery, a diesel generator or a natural gas power generator, or any combination thereof
- An ice-bridge would connect the carrier ground equipment to the tower and tower mounted equipment
  - This consists of 2' wide steel, the ice-bridge, and required posts to support the ice-bridge from the carriers ground equipment to a port on the lower part of the tower
- All telecom facilities require both electric and telecommunication connections
  - Typically, electric with an associated power meter would be provided by the local utility company and telecommunication needs would be met by an available fiber optic provider -- These activities would be coordinated by Diamond and/or the wireless carriers

See preliminary tower and compound design on the next pages.


WILLIAMS BAY ARRAY
RAD CENTER=230' AGL
FUTURE ANTENNA ARRAY
RAD CENTER=210' AGL
FUTURE ANTENNA ARRAY
RAD CENTER=200' AGL
FUTURE ANTENNA ARRAY
RAD CENTER=190' AGL
FUTURE ANTENNA ARRAY
RAD CENTER=180' AGL
235' TOTAL HEIGHT TO TOP OF TOWER
PROPOSED 235' SELF-SUPPORT TOWER STRUCTURE
PROPOSED FENCED GRAVEL COMPOUND
Diamond
Communications LLC
TITLE: ANTENNA SITE PLAN
CLIENT:
Village of Williams Bay WISCONSIN
PROJECT:
WILLIAMS BAY, WI
PROPOSED 235' SELF-
SUPPORT TOWER
SITE NO:
DRAWN BY: KEG
D
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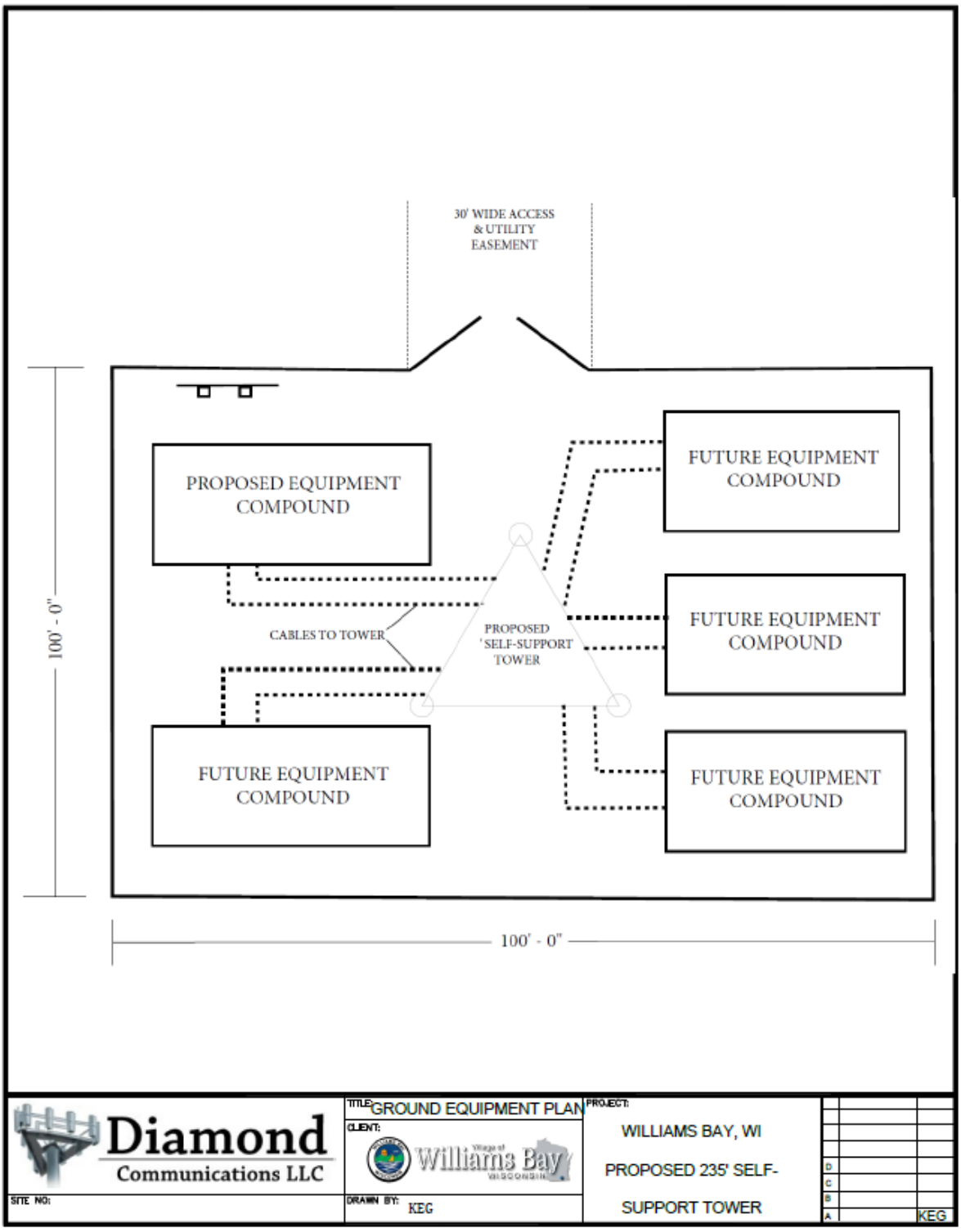

Note: The above preliminary drawings are not to scale. If the example self-support design is not acceptable to the Village, Diamond will work with the Village to find a solution that meets the objectives of all parties.

Provide documentation showing you have researched all the required due diligence and permits for the proposed wireless site facility.

Diamond has researched all the required due diligence and permits for the proposed wireless site facility.

Regarding regulatory compliance, Diamond will perform the below:

- FAA/FCC: Due to the height of the tower exceeding 200 ft AGL (above ground level), FAA Notice of Construction and FCC Antenna Site Registration (ASR) will be required. Diamond has performed a preliminary airspace study at 260 ft AGL and have concluded that the FAA should issue a Determination of No Hazard and the FCC will grant an ASR Number for the site upon completion of the appropriate environmental due diligence (i.e. NEPA).

- AM Station Interference: Diamond has performed a preliminary AM Station screening and the proposed tower will not be within the coordination distance of an existing AM Station. Diamond will obtain documentation evidencing the compliance with the FCC rules and regulations.

- Environmental due diligence:
    - Diamond will perform a Phase I Environmental Site Assessment (ASTM 1527-21) investigation to determine if there areany adverse environmental conditions at the proposed site that will require special material handling during construction.
    - Diamond will perform a NEPA (National Environmental Policy Act) investigation to comply with the FCC environmental rules and regulations set forth in 47 CFR 1.1307. The NEPA will address possible effects on wilderness areas, wildlife preserves, threatened and engendered species, historic properties and districts, Indian religious sites, floodplains, wetlands/deforestation, high intensity white lights and RF emissions. If it is determined that the proposed tower site will not affect any of these categories, no further action is required to comply with the FCC regulations. If it is determined that the proposed tower will affect one or more of these categories, Diamond will perform an environmental assessment that will require FCC approval prior to the commencement of any construction.
    - Diamond will ensure compliance with any State or local environmental rules and regulations.

Regarding zoning/permitting compliance:

- Parcel ID # WWUP 00021 and parcel is zoned Agricultural – Diamond will need an address from the county for this property to apply for a building permit.
- Planning approval is first required and then zoning before a building permit and electrical permit can be issued.
- If a shelter is utilized by the Village or any of the carriers, then a mechanical/HVAC permit may also need to be issued.

The Leased Premises is to be leased "as is". Any improvements will be at the Proposer's expense. Provide information on improvements you propose to make to the premises, if any. Provide a timeline/schedule for all major milestones within the proposed project including the required due diligence, permitting and construction activities.
- Assume RFP Award will be no later than July 15, 2024.

Diamond understands that the Leased Premises is to be leased "as is" and any improvements will be at the Diamond's expense.

Site construction requires improvements not only within the site complex but also along the ingress and egress route, which includes:

- The entrance road will be surveyed and assessed to make sure we have a viable road for wireless equipment transportation vehicles.
- Procuring and installing electrical utility service to the site.
- Site clearing and drainage improvements
- Fencing and compound surfacing

See below for an illustrative development schedule for one tower build and details on Diamond's proposed services and project approach.

Month	Task	Estimated # of Days/Weeks
Month 1	**Site Assessment** - Diamond will perform a site assessment that identifies and compares the attributes of the Village's proposed tower location and network needs of the carriers - Our analysis includes demographic information (traffic and population counts, competitive tower information (existing networks and infrastructure) and radio frequency ("RF") propagation analysis to assess the attractiveness of the proposed location for car carrier attachments - **Note: A desktop analysis has already been completed – See Exhibit B. If selected by the Village, we will confirm our analysis with a follow-up site visit**	1 week
Month 1	**Agree a Preliminary Design with the Village** - Establish acceptable parameters for the self-support tower design with the Village - We will work closely with the Village to ensure the site plan we present to the carriers is consistent with the Village's objectives (operational, aesthetic, etc.)	2-4 weeks
Month 1	**Enter into a Ground Lease** - Diamond and the Village to enter into a ground lease agreement that allows Diamond to develop a tower on the Village-owned property (which will be required to obtain a commitment from any carrier) - Diamond provided a sample Option and Ground Lease Agreement and we are confident that Diamond can achieve an agreement with the Village	1 month
Month 1-2	**Market the Opportunity to Wireless Carriers** - Diamond will present the preliminary design and location of the proposed tower as well as other marketing materials to both the local and corporate major carrier personnel	2 months
Months 3-4	**Execution of Agreements with Carriers** - Diamond would solicit commitment from the major wireless carriers for colocation on the tower - Any tenant lease will be subject to and subordinate to the ground lease between the Village and Diamond	2 months
Months 4-9	**Zoning and Permitting** - Once final site design, location and other specifications have been approved by the Village, Diamond, with the cooperation of the Village, will seek all necessary approvals from the zoning and planning commission.	6 months

	- Diamond will conduct a thorough review of all required regulatory documentation including NEPA/SHPO, Phase I/Phase II, FCC, FAA, RF EME, municipal zoning, etc. - We employ in-house regulatory and legal staff that are responsible for ensuring that all regulatory compliance requirements are met by both Diamond and carriers seeking to install equipment on the property - We will work with local zoning experts when specific local expertise is required - Diamond will address any community related issues throughout the development process. We have significant experience cooperating with various constituents affected by our installations and we ensure that the any community health and safety concerns are thoroughly addressed during the process.	
Months 10-12	**Construction** - Diamond will commence construction of the tower after all necessary approvals are received, including final approval from the Village - All construction and installation will be executed in accordance with agreed-upon procedures between Diamond and the Village and supervised by Diamond - Carrier installation work is reviewed, before its commencement, by our engineering and technical services departments. Diamond will coordinate work schedules with the Village to ensure any required assistance/supervision by the Village's employees	3 months
Ongoing	**Ongoing Management and Administration** - Diamond will provide ongoing administration and oversight of the tower including tower maintenance, leasing, billing and collection and other administrative duties. Diamond will maintain a database of the Village's leases and the rental payments that are due thereunder and provide a financial report to the Village on a monthly basis. Diamond will follow up with the carriers to resolve any payments that are past due or payments that are being submitted incorrectly. Additionally, Diamond would provide comprehensive tower inspection services based on EIA/TIA industry standards and will ensure that all tenants install their equipment in accordance with the terms of the relevant leases and that the tower site is maintained in compliance with FAA and FCC regulations, any other applicable laws, rules and regulations. Diamond will set up periodic meetings with the Village to report on and discuss ongoing activities including rent rolls, inspection status, new tenant interest, ongoing leasing negotiations, etc.	Ongoing

Please note that some of the steps are interdependent and delays in any key steps could impact the overall timeline. We will endeavor to accelerate the process and run workstreams concurrently as much as possible.

Diamond has a 24/7 emergency response phone number and has available support personnel to deal with emergencies and unexpected situations on a timely basis. We have senior Diamond technical personnel located in Wisconsin and local contractors that can act quickly to provide on-site responses, as necessary. More routine required maintenance or site visits are typically planned and supervised by Diamond personnel. Inspections would be once every 5 years unless otherwise directed by the Village. In addition, visual inspections will be completed periodically for site photos, routine maintenance, weed mitigation, and inspection of compound access and overall tower condition.

A current financial statement or similar evidence of financial stability for each person or firm making this proposal.

Diamond is a well-capitalized, management-controlled company with financing provided by both individual and institutional sources, including a credit facility with Goldman Sachs Group (NYSE: GS), as well as equity capital provided by Ontario Teachers' Pension Plan Board Infrastructure & Natural Resources, with $50 billion AUM, Manulife Infrastructure, with $11.5 billion AUM, and Sculptor Real Estate, with $4.5 billion AUM. We have an active tower development pipeline and a strong capital position with significant resources to fund all our development, acquisitions, and business initiatives. As a private company, we do not typically disclose specific financial information at this stage in the process, but if awarded the contract by the Village, we will provide additional financial information to satisfy the Village's requirements. As an example of our financial wherewithal, Diamond and its investor group have deployed over $2 billion in capital in the past 5 years including a $1.6 billion transaction in 2021 to purchase a portfolio of wireless assets. See Exhibit C - Press Release for additional information.

Also, in 2021, Diamond issued a $435 million securitization with three tranches of debt with the most senior security achieving a rating of "A" Fitch Ratings. See link below.

https://www.fitchratings.com/research/structured-finance/fitch-affirms-diamond-issuer-llc-fixed-rate-cellular-site-revenue-notes-series-2021-1-28-10-2022

Price Proposal

If selected as the Village's vendor for this RFP, Diamond would incur all costs related to the development, construction, and operation of the cell tower. In return for the right to use the necessary ground space for the development of a cell tower, Diamond proposes (i) an upfront payment to the Village and (ii) the greater of (a) a minimum annual rental amount or (b) a share of the gross revenue generated by the tower.

- Upfront Payment: A one-time payment of $100,000 payable once (i) the building permit for the structure is issued, (ii) the initial tenant lease is fully executed, and (iii) construction of the structure commences.
- Annual Base Fee: The greater of $14,400 (escalating at 1.5% annually) or 50% of the annual revenue collected by Diamond from all sublicensees on the tower.

Additional Notes

If selected as the Village's vendor for this RFP, we would like to discuss the below with the Village:

- Sec. VII of the RFP: Diamond would agree to remove the tower and equipment upon termination or expiration of the ground lease
- Sec. VIII of the RFP: Diamond should have the right to sublease space on the tower to wireless carriers after proper notice and any necessary coordination with the Village. We do not believe we should require consent from the Village, given our significant investment in the tower and a mutual desire to attract the wireless carriers.
- Sec. XI of the RFP: Hold Harmless, to be discussed.
- Termination: Diamond should be able to terminate the Lease if it finds that any due diligence matter is unsatisfactory.

Exhibit A – Ground Lease

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made this __ day of _____ 2024, by and between VILLAGE OF WILLIAMS BAY, WISCONSIN ("Optionor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Optionee").

I. OPTION TO LEASE

1. Grant of Option. For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option ("Option") to lease a certain parcel of real property, located at the approximate coordinates of 42.583505° latitude and -88.547670° Longitude, more particularly described on Exhibit "A", and survey or site plan shown on Exhibit "A-1", attached hereto ("Leased Premises"); together with an easement, or easements, for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit "B" attached hereto ("Easement"). Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement, and that the legal description of the Leased Premises and the Easement, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement.

2. Option Initial Term. The initial term of this Option shall be for six (6) months from the Effective Date ("Option Term").

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be One Hundred and 00/100 Dollars ($100.00) ("Option Consideration").

4. This Section Intentionally Left Blank.

5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

(a) Optionor has good and marketable title to the Leased Premises and the Easement free and clear of all liens and encumbrances;

(b) Optionor has the authority to enter into and be bound by the terms of this Option;

(c) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Leased Premises; and

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(d) The Leased Premises are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. Liquidated Damages. In the event of a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

7. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement at any time after the Effective Date to perform, or cause to be performed, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easement (collectively, "Environmental Testing"). Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement in conducting these activities. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easement surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement from the title insurance company of its choice (collectively, "Survey and Title Work"). The Environmental Testing, and Survey and Title Work may hereinafter be collectively referred to as "Due Diligence." Optionor shall remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to insure or mortgage the leasehold interest. In the event Optionor shall fail to cure any such defects, Optionee, at its election, may declare this Option to be void and of no further effect in which case there shall be no further liability on the part of Optionee to Optionor.

8. Further Acts. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easement and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Leased Premises including but not limited to land use and zoning applications.

9. Assignment of Option. This Option may be sold, assigned or transferred at any time by Optionee without the written consent of Optionor. Upon notification to Optionor of such sale, assignment or transfer, Optionee shall immediately be released from any and all liability under this Agreement, including the payment or any rental or other sums due, without any further action.

10. Change in Status or Property. If during the Option Term, or during the Term, if the Option is exercised, Optionor/Lessor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Lessor's contiguous, adjoining or surrounding property (the "Surrounding Property"), or in the event of a threatened foreclosure on any of the foregoing, Optionor/Lessor shall immediately notify Optionee/Lessee in writing. Optionor/Lessor agrees that during the Option Term, or during the Term if the Option is exercised, Optionor/Lessor shall not initiate or consent to any change in the zoning of the Premises, the property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Optionee/Lessee from using the Premises for the Intended Use, as further defined herein. Any and all terms and conditions of the Agreement that by sense or context are intended to be applicable during he Option Term shall be so applicable.

II. GROUND LEASE AGREEMENT

11. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the following lease provisions ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

12. Use. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure or towers, including, without limitation a 220' – 250' self-supporting tower structure, associated antennas, equipment shelters or cabinets, buildings, fencing and related facilities and activities. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval"). Lessor authorizes Lessee to prepare, execute and file all required applications to obtain Governmental Approval for the Intended Use and agrees to reasonably assist Lessee with such applications and with obtaining and maintaining Government Approvals. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease. In the event Lessee desires to modify or upgrade the Tower Facilities, as further defined herein, in a manner that requires an additional portion of the property (the "Additional Premises") for such modification or upgrade, Lessor agrees to lease to Lessee the Additional Premises, upon the same terms and conditions set forth herein, except that Rent, as further defined herein, shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then current per square foot rental rate charge by Lessor to Lessee times the square footage of the Additional Premises. Lessor agrees to take such actions and enter into and deliver to Lessee such documents as Lessee reasonably requests in order to effect and memorialize the lease of the Additional Premises to Lessee.

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13. Initial Term. The term of this Lease shall be ten (10) years commencing on the Commencement Date, as that term is defined in Section 11 above, and terminating on the tenth (10th) anniversary of the Commencement Date ("Initial Term").

14. Renewal Terms. Lessee shall have the right to extend this Lease for eight (8) additional five (5) year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least ninety (90) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. If Lessee remains in possession of the Leased Premises after the termination of this Agreement, then Lessee shall be deemed to be occupying the Leased Premises on a month to month basis ("Holdover Term"), subject to the terms and conditions of this Agreement. Hereinafter, the Initial Term, any Renewal Term and any Holdover Term may be collectively referred to as the "Term."

15. Rent. Commencing on the first day of the calendar month following the date that Lessee commences construction on the Leased Premises ("Rent Commencement Date"), during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor the amount of rent ("Rent") provided in the Rent Schedule attached hereto as Exhibit "C", which shall be deemed to include any applicable State, County or local sales or use tax. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales or use tax to the appropriate taxing authority. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice in writing to Lessee. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all advance Rent paid to Lessor with respect to the period after the Termination Date shall be refunded to Lessee.

16. Lessor's Representations and Warranties. Lessor represents and warrants that Lessee's intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

17. Conditions Subsequent. In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises is, in Lessee's opinion, unacceptable to Lessee, then Lessee shall have the right to terminate this Lease and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this Section.

18. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor will not grant after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interference with the Tower Facilities, the operations of Lessee or the rights of Lessee under this Agreement. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the property. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communication signals from the Tower Facilities.

19. Improvements; Utilities, Access and Landscaping.

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a three legged 220' – 250' self-supporting tower structure (the "Tower Structure"), which Tower Structure will be designed to accommodate (i) the Lessor's wireless facility needs of 15,000 square inches at the top of the Tower Structure, (ii) 30,000 square inches to accommodate four (4) wireless telecommunications carriers and (iii) 20,000 square inches for an additional colocation, other tower(s), a structural tower base(s), radio transmitting and receiving antennas, communications equipment, equipment cabinet(s) and/or shelter(s) and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Leased Premises is a guyed tower, Lessor also grants Lessee an easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for any guy wires and guy wire anchors. If Lessee elects to utilize an Unmanned Aircraft System ("UAS") in connection with the installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property or Leased Premises, Lessor hereby grants Lessee, or any UAS operator acting on Lessee's behalf, express permission to fly over the applicable Property and Leased Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. The parties acknowledge and agree that Lessor

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of

emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the Lessee or to the utility company providing the service, in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement. Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week. If Lessor fails to provide the access granted by this Lease, such failure shall be deemed a default under the Lease and in connection with such default, in addition to any other rights or remedies available to Lessee under this Lease or at law or equity, Lessor shall pay Lessee, as liquidated damages, and not as a penalty, Five Hundred and 00/100 Dollars ($500.00) per day in consideration of Lessee's damages under Lessor cures such default. Lessor and Lessee agree that Lessee's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth are a reasonable approximation of such damages.

(d) In the event a Governmental Approval necessary for the construction operation and/or maintenance of the Tower Facilities requires landscaping around the Tower Facilities and such required landscaping cannot be located within the Leased Premises, as determined by Lessee, Lessor agrees that a non-exclusive easement shall be automatically granted hereunder by Lessor to Lessee, without any notice or further writing, for the Lessor's property outside of the Leased Premises required to satisfy any such Governmental Approval with respect to landscaping without requiring additional compensation from Lessee or Lessee's licensee(s), sublessee(s) or such similar parties. Lessee shall be responsible for the installation and maintenance of any such landscaping contemplated by this Section.

20. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

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(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business, or if Lessee should determine, in its sole and absolute discretion, that any Due Diligence matter is unsatisfactory; or

(c) By Lessee for any reason upon sixty (60) day's advance written notice from Lessee to Lessor.

21. Sublessee's Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises as if said licensee or sublessee were the Lessee under this Lease.

22. Taxes.

(a) Lessor shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Lessor including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and any other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the property or assignment of Rent payments by Lessor. Lessee shall be responsible for (y) any taxes and assessments attributable to and levied upon Lessee's leasehold improvements on the Leased Premises and as set forth in this Section and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Lessee. Nothing herein shall require Lessee to pay any inheritance, franchise, income, payroll, exist, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Lessor.

(b) In the event Lessor receives a notice of assessment with respect to which taxes or assessments are imposed on Lessee's leasehold improvements on the Leased Premises, Lessor shall provide Lessee with copies of each such notice immediately upon receipt, but in no event

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later than thirty (30) days after the date of such notice of assessment. If Lessor does not provide such notice or notices to Lessee in a timely manner and Lessee's rights with respect to such taxes are prejudiced by the delay, Lessor shall reimburse Lessee for any increased costs directly resulting from the delay and Lessor shall be responsible for payment of the tax or assessment set forth in the notice, and Lessor shall not have the right to reimbursement of such amount from Lessee. If Lessor provides a notice of assessment to Lessee within such time period and requests reimbursement from Lessee as set forth below, then Lessee shall reimburse Lessor for the tax and assessments identified on the notice of assessment on Lessee's leasehold improvements, which has been paid by the Lessor. If Lessor seeks reimbursement from Lessee, Lessor shall, no later than thirty (30) days after Lessor's payment of the taxes or assessments for the assessed tax year, provide Lessee with written notice including evidence that Lessor has timely paid same, and Lessor shall provide to Lessee any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment and reimburse Lessor.

(c) For any tax amount which Lessee is responsible for under this Lease and Agreement, Lessee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Lessor, Lessee, or both, with respect to the valuation of the Leased Premises. Lessor shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Lessee and any refunds or rebates secured as a result of Lessee's action shall belong to Lessee, to the extent the amounts were originally paid by Lessee. In the event Lessee notifies Lessor by the due date for the assessment of Lessee's intent to contest the assessment, Lessor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Lessor shall not split or cause the tax parcel on which the Leased Premises are located to be split, bifurcated, separated or divided without the prior written consent of Lessee.

(e) Lessee shall have the right but not obligation to pay any taxes due by Lessor hereunder if Lessor fails to timely do so, in addition to any other rights or remedies of Lessee. In the event that Lessee exercises its right under this subsection due to such Lessor default, Lessee shall have the right to deduct such tax amounts paid from any monies due to Lessor from Lessee.

(f) Any tax related notices shall be sent to Lessee in the manner set forth in Section 29, Notices. Promptly after the Commencement Date, Lessor shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Lessee. In the event that Lessee's tax address changes by notice to Lessor, Lessor shall be required to provide Lessee's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section, Lessee shall have no obligation to reimburse any tax or assessment for which the Lessee is reimbursed or rebated by a third party.

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(h) Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easement are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easement are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor does hereby covenant and agree to indemnify and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

23. Destruction of Premises. If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee.

24. Condemnation. If a condemning authority takes all of the Leased Premises, or a portion sufficient in Lessee's determination to render the Leased Premises, in the opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this Section.

25. Casualty. Lessor shall provide notice to Lessee of any casualty or other harm affecting the property within twenty-four (24) hours of the casualty or other harm. If any part of the Tower Facilities or the property is damaged by casualty or other harm as to render the Leased Premises unsuitable, in Lessee's sole discretion and determination, then Lessee may terminate the Lease and Agreement by providing written notice to Lessor, which termination will be effective as of the date of such casualty or other harm. Upon such termination Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the property, but only until such time as Lessee is able to activate a replacement transmission facility at another location. Notwithstanding the termination of this Lease and Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Lessor or Lessee undertakes to rebuild or restore the Leased Premises and/or the Tower Facilities, as applicable, Lessor agrees to permit Lessee to place a temporary transmission and reception facilities on the property at no additional Rent until the reconstruction of the Leased Premises and/or the Tower Facilities is completed. If Lessor determines not to rebuild or restore the

property, Lessor will notify Lessee of such determination within thirty (30) days after the casualty or other harm. If Lessor does not so notify Lessee and Lessee decides not to terminate under this Section, then Lessor will promptly rebuild and restore any portion of the property interfering with or required for Lessee's Intended Use of the Leased Premises to substantially the same condition as existed before the casualty or other harm. Lessor agrees that the Rent shall be abated until the property and/d or the Leased Premises are rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the property.

26. Insurance. Lessee shall purchase and maintain in full force and effect, throughout the Initial Term and any Renewal Term, commercial general liability insurance with a combined single limit of at least Two Million Dollars ($2,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, which insurance shall include Lessor as an additional insured. Lessee shall purchase and maintain and/or will endeavor to require each contractor entering into a construction contract with Lessee for the construction of the Tower Facilities statutory worker's compensation insurance during the term of the applicable construction contract. Lessee will provide at least thirty (30) days prior written notice to Lessor of cancellation or nonrenewal of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Lessee and Lessor with respect to each contractor entering into an applicable construction contract. Lessee shall submit a Certificate of Insurance to the Lessor with respect to Lessee's coverage obligations above, upon Lessor's reasonable written request.

27. Lessee's Environmental Covenants and Indemnity. As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall not cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its agents and employees. The foregoing indemnity shall survive any termination of this Lease.

28. Lessor's Environmental Representation and Indemnity. Lessor represents and warrants, to the best of its knowledge, that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of

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environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses; including, without limitation, penalties and reasonable attorneys fees, incurred or suffered by or asserted against Lessee, arising out of or in any way relating to any one or more of the following: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive any termination of this Lease.

29. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if sent by a nationally recognized courier, or certified mail, return receipt requested, to the following address:

If to Lessor, to:

_____
_____
Attn:
Tax ID No(s).:_____

If to Lessee, to:

Diamond Towers V LLC
120 Mountain Ave.
Springfield, New Jersey 07081
Attention: Legal Department

30. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Leased Premises and the Easement; and (iii) the Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of the Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage, including

attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of any property owned or controlled by Lessor in any way which interferes with operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

31. Subordination and Non-Disturbance. This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this Section. In the event the Leased Premises are encumbered by a Mortgage on the Commencement Date, Lessor, no later than ten (10) days after the Option has been exercised, shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

32. Assignments and Subleases. Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice. Lessee shall have the right, without Lessor's consent, to sublease or assign its rights under this Lease, but any such sublease or assignment shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Leased Premises during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

33. Successors and Assigns. This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

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34. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Lessor consents to Lessee's right to remove all or any portion of the Tower Facilities from time to time in Lessee's sole discretion and without Lessor's consent.

35. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easement by Lessee.

36. Lessee's Exclusivity. Lessor agrees not to lease any of Lessor's property within a radius of ten (10) miles from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

37. Removal of Personal Property. On or after the Termination Date, Lessee may remove the Tower and all other personal property and improvements which Lessee has installed or otherwise located on the Leased Premises.

38. Rental Stream Offer. If at any time after the date this Lease, Lessor receives a bona fide written offer from a third-party seeing assignment or transfer of Rent payments associated with this Lease ("Rental Stream Offer"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the twenty (20) day period, Lessor may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Lease. If Lessor attempts to assign or transfer Rent payments without complying with this section, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease until Lessor complies with this section.

39. Indemnity.

Each party shall indemnify, defend and hold the other party and its affiliates, and each of its and their respective officers, directors, employees, successors and assigns harmless, from and against all demands, claims, causes of action, administrative orders and notices, losses, costs, fines, liabilities, penalties, direct damages and expenses (including, without limitation, reasonable legal, paralegal fees, amounts paid in settlement, judgments and other expenses incurred in the defense of claims and actions) (including, without limitation, any claim, demand, cause of action, or lawsuit in connection therewith) resulting directly from the gross negligence or intentional misconduct of the indemnifying party.

40. Estoppels. Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted

within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

41. Memorandum/Short Form. Contemporaneously with the execution of this Agreement, Lessor and Lessee shall execute a recordable Memorandum of Lease ("Memorandum") substantially in the form attached hereto as Exhibit "D". The Memorandum shall set forth a description of the Leased Premises, the Easement, the name and addresses of Lessor and Lessee, the duration of the Initial Term and the Renewal Term(s) of this Lease, and any other provision that either party may request, except for the rental provisions. Lessee may record this Memorandum at any time during the Term, in its absolute discretion.

42. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Lessor and Lessee.

(c) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(d) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Agreement or Lessee's use of the Leased Premises, and to take any further action which Lessee may reasonably require as to effect the intent of this Agreement.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) Whenever under this Agreement the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be

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unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(h) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(i) Lessor agrees that the terms of this Agreement shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Agreement to its attorneys, financial consultants, accountants and lenders, or as required to by law.

(j) Upon request, Lessor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents and assurances as Lessee may request from time to time in order to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Agreement shall be effective on the date of execution of the last signatory below ("Effective Date").

LESSOR:

Village of Williams Bay, WI

By: *Draft Only – Not for Signature*
Name: _____
Title: _____
Date: _____

LESSEE:

Diamond Towers V LLC, a
Delaware limited liability company

By: *Draft Only – Not for Signature*
Name: Michael G. Brett
Title: COO
Date: _____

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EXHIBIT "A"

Description of Real Property

A 100 ft. x 100 ft. parcel located within the following parcel:

*Note: to be replaced by As-Built Survey

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EXHIBIT "A-1"

Site Sketch (to be replaced by survey)

*Note: to be replaced by As-Built Survey

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EXHIBIT "B"

Easement
Legal Description

A thirty (30) foot access and utility easement to ROW, and if necessary, an additional ten (10) foot utility easement to ROW and/or existing utility demarcation points.

*Note: to be replaced by As-Built Survey

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EXHIBIT "C"

Rent Schedule

[See price proposal in Diamond's response to RFP.]

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EXHIBIT "D"

Prepared by:
Legal Department
Diamond Towers V LLC
120 Mountain Ave.
Springfield, New Jersey 07081

Site Name: _____

Memorandum of Option and Ground Lease Agreement

This Memorandum of Option and Ground Lease Agreement ("Memorandum") evidences that a lease ("Lease") was made and entered into by written Option and Ground Lease Agreement dated _____, 20__, between _____("Lessor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Lessor leases to Lessee a _____ ft. x _____ ft. parcel ("Site") on the parent tract described in Exhibit "A" attached hereto and located at _____, City of _____, County of _____, State of _____. The Site is described in Exhibit "B" attached hereto. The Lessor also grants easements ("Easements") for unrestricted rights of ingress and egress to and from the Site and to electric and telephone facilities, which are described in Exhibit "C" attached hereto. The term of the Lease and the Easements are for five (5) years commencing on the Commencement Date, as defined in the Lease, which term is subject to __eight (8) additional five (5) year extension periods by the Lessee.

Lessor has further granted to Lessee, during the term and any renewal terms of the Lease, the right of first refusal on the Site during the time, for the price, and on the terms and conditions contained in the Lease. The right of first refusal must be exercised on or before the date specified in the Lease.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

LESSOR:

_____

By: Exhibit Only - Do not Sign

LESSEE:

DIAMOND TOWERS V LLC, a Delaware limited liability company

Exhibit Only - Do not Sign

*** Final Memorandum will have appropriate state notary blocks.**

DRAFT

EXHIBIT "A" TO MEMORANDUM

Legal Description of parent parcel

Exhibit Only

EXHIBIT "B" TO MEMORANDUM

Legal Description of Site

Exhibit Only

EXHIBIT "C" TO MEMORANDUM

Access and Utilities Easements

Exhibit Only

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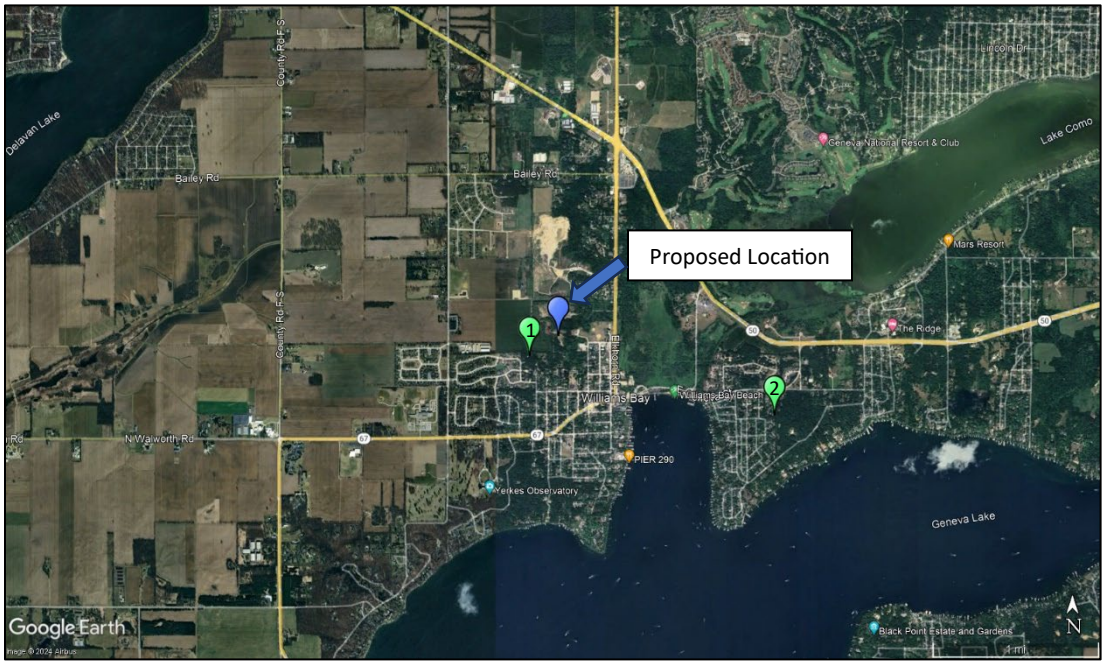
Exhibit B: Diamond's Analysis

Diamond completed a desktop analysis on the proposed location. We identified existing wireless carrier assets within a competitive radius of two miles, determined by the demographics of the area, and reviewed the existing carrier coverage in close proximity to the property. See our analysis below:

- Reviewed the demographic location of the property, including the population and traffic counts of highways/roads near the site. This information may not fully capture the user density during peak season:
    - Population within 1 mile of the proposed location: 1,611
    - Traffic within 1 mile of the proposed location:
        - Route 67 – 0.4 miles away, 9,210 vehicles per day

- Identified existing wireless infrastructure in the vicinity of the proposed location:



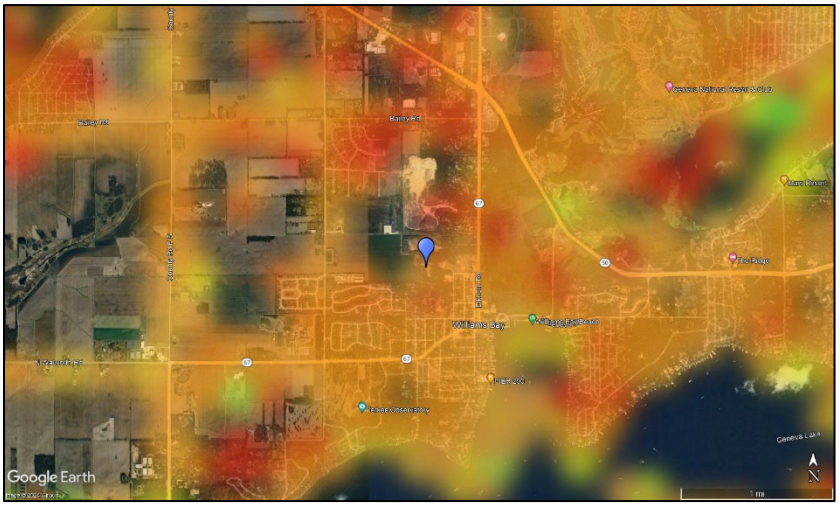
1. 0.21 miles SW: 125 ft. water tower with T-Mobile and US Cellular
2. 1.37 miles SE: 125 ft. water tower with AT&T

- Identified existing carrier coverage and coverage gaps in and around the property using individualized carrier crowdsourced data.
    - This helps determine site feasibility and relative attractiveness to the carriers for a specific location.
    - The carrier coverage analysis in the charts below identifies the coverage strength. **Yellow and red areas indicate weaker coverage, while green areas indicate stronger coverage**.

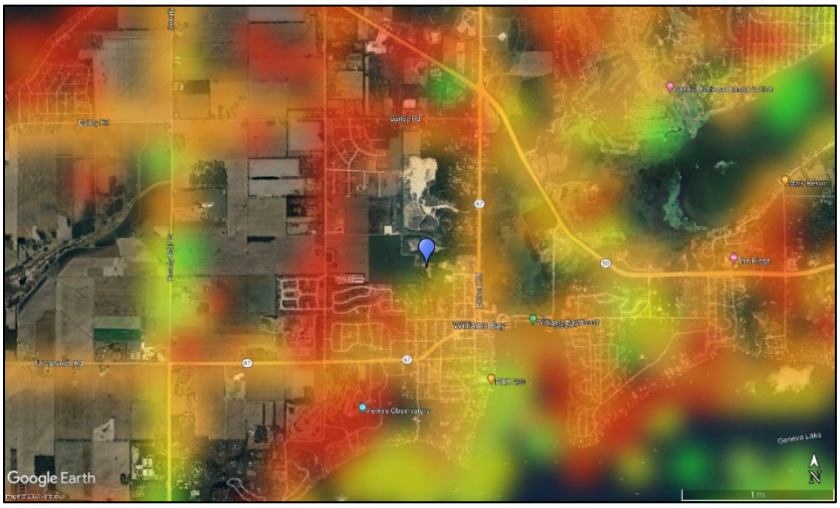
T-Mobile Coverage Strength:



Verizon Coverage Strength:



AT&T Coverage Strength:



- Per the above carrier coverage maps, Diamond believes this site will be an attractive location for T-Mobile, US Cellular, Verizon, AT&T and Dish. The proposed site is a better alternative to the nearby water tower for T-Mobile and US Cellular. Additionally, it is an attractive location for Verizon and AT&T to significantly improve wireless coverage and for Dish to initiate wireless coverage in the area.

Exhibit C - Press Release

DIAMOND COMMUNICATIONS AND SCULPTOR REAL ESTATE TO ACQUIRE MELODY WIRELESS INFRASTRUCTURE FOR $1.625 BILLION

NEW YORK, NY and SHORT HILLS, NJ, May 5, 2021 Diamond Communications LLC ("Diamond"), one of the largest privately-owned tower companies in the U.S., and Sculptor Capital Management, Inc. (NYSE: SCU) ("Sculptor Capital") today announce that investment funds affiliated with Sculptor Real Estate ("SRE") and Diamond have entered into a definitive Stock Purchase Agreement with investment funds managed by Melody Capital Management, LLC ("Melody") to acquire Melody Wireless Infrastructure, Inc. ("MWI"). SRE is Diamond's long-time partner and founding shareholder of Diamond. MWI is a private U.S. REIT that owns a portfolio of approximately 2,300 tenanted wireless communication sites. These sites include a combination of rooftop installations, communication towers and ground leases under communication towers located throughout the U.S. in all fifty states. The acquisition significantly enhances Diamond's U.S. footprint of owned and managed wireless collocation properties nationwide.

Steven Orbuch, President of SRE, said, "We are excited to be continuing our 15-year relationship with Diamond, investing in the wireless infrastructure sector, and we commend the Melody team on the quality of the assets that they have assembled."

"Melody has built a great company with a diverse group of assets," said Ed Farscht, Diamond's Chief Executive Officer. "This transaction is transformational for our business and will further solidify Diamond's position as one of the largest privately held wireless infrastructure companies in the United States. The Melody assets complement Diamond's existing portfolio and positions Diamond to drive long-term organic growth and significantly enhance our customer relationships. We are also excited to build on our relationship with Sculptor, which has supported Diamond from our founding in 2006."

Omar Jaffrey, a co-founder of Melody, who led Melody's efforts, said "I am pleased that we have found a great home with Diamond and Sculptor for an exceptional pool of wireless infrastructure assets and business that we built over seven years while delivering great value for our investors."

The closing of the transaction is subject to customary closing conditions and is expected to be consummated by June 2021. The purchase price is for $1.625 billion, subject to certain adjustments and other conditions of the Stock Purchase Agreement.

Barclays served as financial advisor to Diamond and provided committed debt financing in connection with the transaction. Morgan, Lewis & Bockius LLP served as legal advisor to Diamond. Goldman Sachs served as financial advisor and Hogan Lovells US LLP served as legal advisor to Melody. Bryan Cave LLP served as legal advisor to SRE.

About Diamond Communications
Diamond was founded in 2006 and owns/manages over 2,000 tenanted wireless communication sites in the United States. Diamond has offices throughout the country and manages over 290,000 properties and structures in all fifty states. Diamond has longstanding relationships with the major wireless carriers, regional carriers, first responders, and other wireless users. Diamond's institutional investors include the John Hancock Infrastructure Fund and SRE. For more information, please visit Diamond's website (www.diamondcomm.com).

Diamond Contact
Peter Woodbury
President, Site Management
+1-973-544-6822
pwoodbury@diamondcomm.com

About Sculptor Real Estate
Sculptor Real Estate ("SRE") was founded by Steven E. Orbuch in 2003 to make investments in real estate and real estate related assets across North America and Europe. Sculptor Real Estate has invested in over $14.6 billion of real estate assets across 25 different real estate related asset classes, including direct equity investments, preferred equity structures, senior loans, mezzanine loans, ground leases and other credit investments. For more information, please visit Sculptor Capital's website (www.sculptor.com).

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Gasthalter & Co. LP
+1-212-257-4170
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About Melody Capital Management
Melody Capital Management, LLC is a registered investment adviser that manages private investment funds that own Melody Wireless Infrastructure, Inc. Melody Capital Partners, LP, an affiliated investment adviser, manages private investment funds that invest in secured loans to commercial borrowers as well as other opportunistic credit related investments.



Executive Summary

May 20, 2024

Mr. David Lothspeich
Village Administrator
Village of Williams Bay, WI

Re: Executive Summary for Cellphone Tower RFP

Dear Mr. Lothspeich,

TowerCom is thrilled to submit our bid proposal for the development of a new cellphone tower for the Village of Williams Bay. With our unparalleled experience, dedicated team, and commitment to excellence, we are confident that TowerCom is the best candidate to fulfill your requirements and exceed your expectations.

Below is a summary of the highlights of our proposal:

1. **Introduction to TowerCom:** TowerCom stands as a leading developer of wireless communications towers in the United States. Based in Neptune Beach, FL, our firm boasts over 30 years of history in tower development, with a portfolio comprising more than 400 towers in 21 states across the US wireless market.

2. **Senior Management Profiles:** Our veteran Management Team, with a combined 85 years of experience, is well-versed in all aspects of tower infrastructure development, financing, and executive management. With a proven ability to execute projects efficiently and effectively, we guarantee to meet and exceed your project objectives within the designated timeline.

3. **Carrier Relationships:** TowerCom has a long history of great relationships with all of the major carriers in the US. We have approved colocation leases in place with place with US Cellular, T-Mobile, AT&T, Verizon, and DISH.

4. **Build-to-Suit Operations:** TowerCom specializes exclusively in build-to-suit cell phone towers and their operations. Our team of experts ensures seamless execution from conceptualization to completion, providing bespoke tower solutions that align perfectly with your requirements.

5. **Build-to-Suit Case Studies:** We are proud to present a selection of case studies showcasing our successful build-to-suit projects. These examples highlight our ability to deliver customized solutions that maximize efficiency, reliability, and cost-effectiveness for our clients. Client references are also included.

6. **Proposed Terms of the Bid:** Our proposal includes terms designed with our interests aligned to offer maximum revenue to Williams Bay. With our Masterleases in place and strong carrier relationships, we are the best fit for maximizing the revenue on the new tower.

7. **Proposed Ground Lease Agreement:** As part of our bid, we have outlined a comprehensive ground lease agreement that incorporates the terms outlined in your bid General Instructions. Our goal is to establish a strong foundation for collaboration and growth between TowerCom and Williams Bay.

In conclusion, TowerCom is fully equipped and eager to embark on this exciting venture with Williams Bay. We are dedicated to delivering superior results, fostering innovation, and building lasting partnerships that drive success. We look forward to the opportunity to work together and create a brighter future for both our organizations.

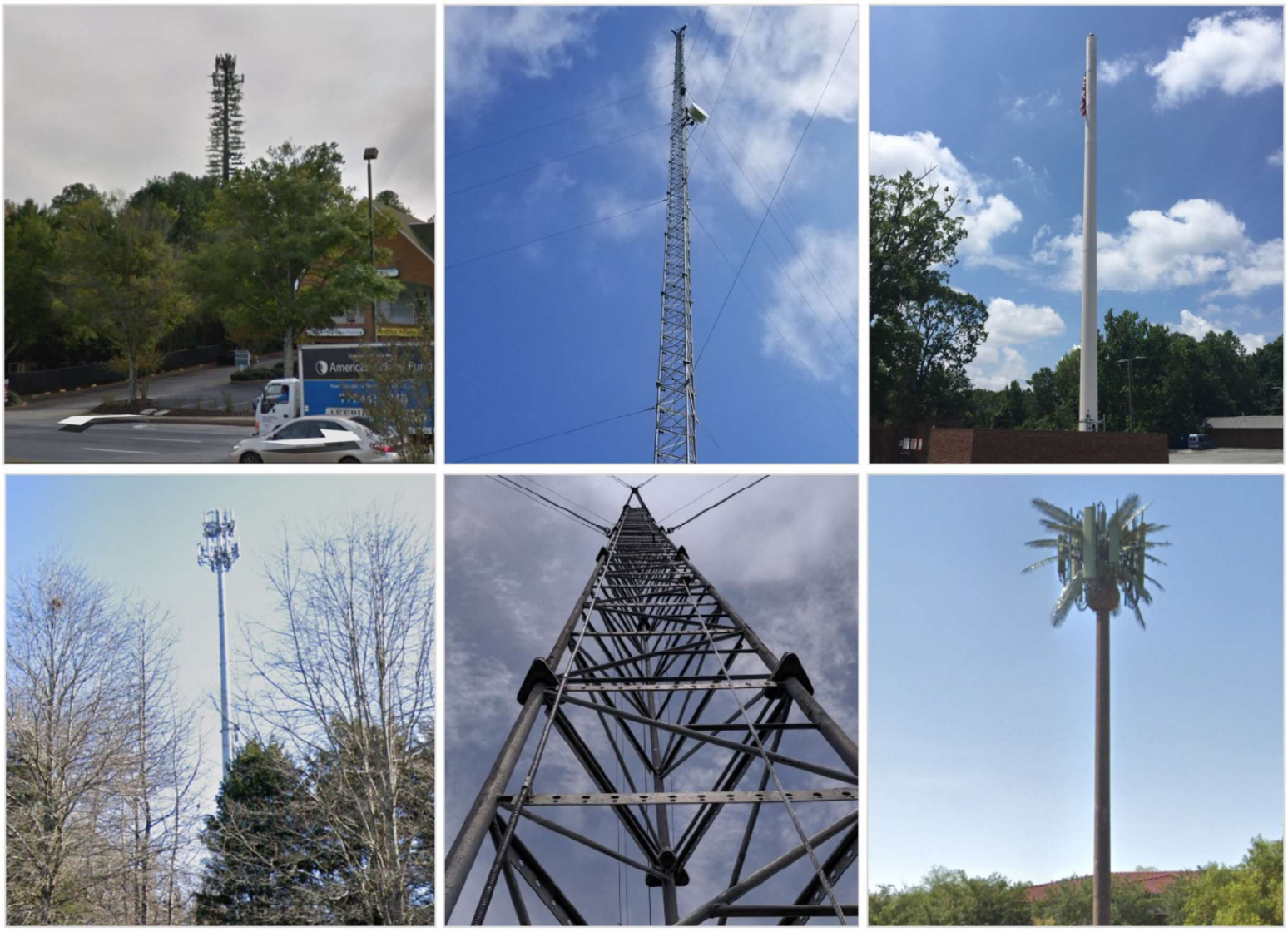
Please find attached our detailed bid proposal and attachments for your review. Should you have any questions or require further information, do not hesitate to contact us. Thank you for considering TowerCom for this project.

Sincerely,



Chip Bulloch / Senior Vice President


TowerCom
Village of Williams Bay, WI - Cell Tower Development
Selection Bid
5/20/24



Selection of TowerCom towers (locations clockwise from top left) – Roswell, GA; Doerun, GA; Miramar, FL; Tempe, AZ; Swan Quarter, NC; Charlotte, NC

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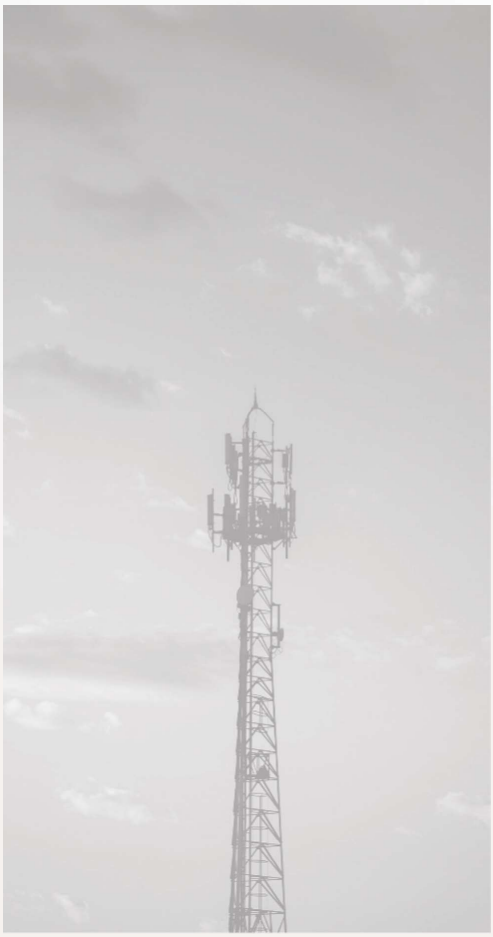

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Introduction to TowerCom	5
Senior Management	6
Build to Suit Operations	7
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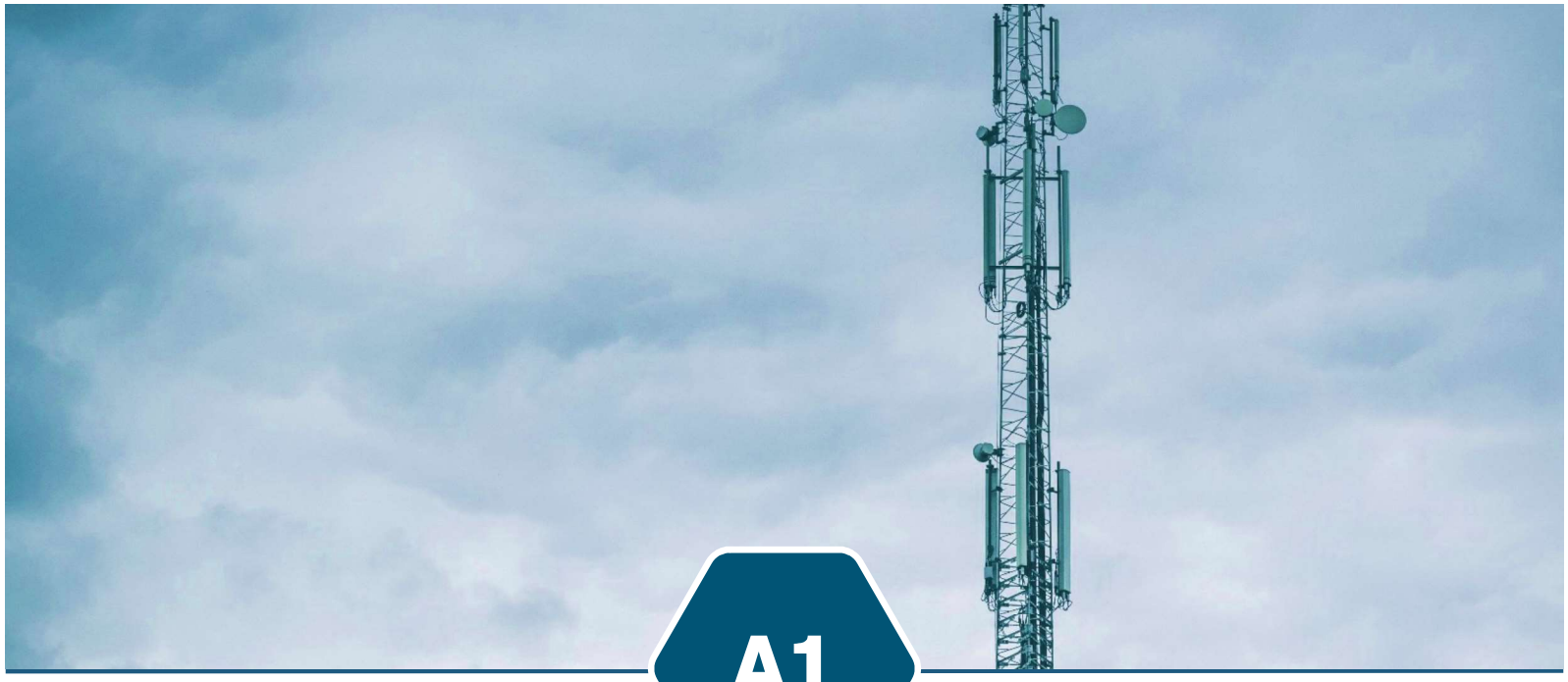
Proposed Terms	16
References	17

Attached Separately:

- Ground Lease Agreement
- Site Plans
- Desktop Review
- TowerCom Financial Statement



A1

Introduction to TowerCom

TowerCom Overview

Leading developer of wireless communications towers in the US

- Headquartered in Jacksonville, FL (Neptune Beach)
- Over $25m in committed capital for new development between private equity and debt. Our primary sources of equity are MC Partners out of Boston and Fengate Infrastructure out of Toronto.
- 30-year history of tower development success (over 700 towers built)
- Best-in-class, veteran operating team - experts in all facets of tower development in regional markets of focus
- Portfolio of 400+ towers in fast-growing US wireless markets
- Masterlease agreements (MLA) in place with Verizon, Dish Wireless, AT&T, US Cellular. Approved partner of T-Mobile
- Experienced developer within sensitive facilities including public/private airports, electric utility substations, public property, golf courses and tribal lands



Senior Leadership Team

Veteran management team experienced in all phases of tower infrastructure development, financing and executive management



W. Radford Lovett, II
Founder and CEO

- 30+ years experience in wireless tower development, acquisition and ownership
- President of Southcoast Capital Corporation (Lovett Family Office) which owns 35% of TowerCom
- Family interests of Mr. Lovett together hold 85% of membership interests
- Extensive executive management experience in the wireless infrastructure sector
- Has served on the board of over 20 private companies



David Olson
Executive Vice President

- Shareholder and EVP of TowerCom since 2016
- Senior tower executive - extensive entrepreneurial and management experience
- Former founder and CFO of Align Networks - built business to $600mm of revenue over a 10-year period
- Served as executive, board member or advisor to companies across several sectors



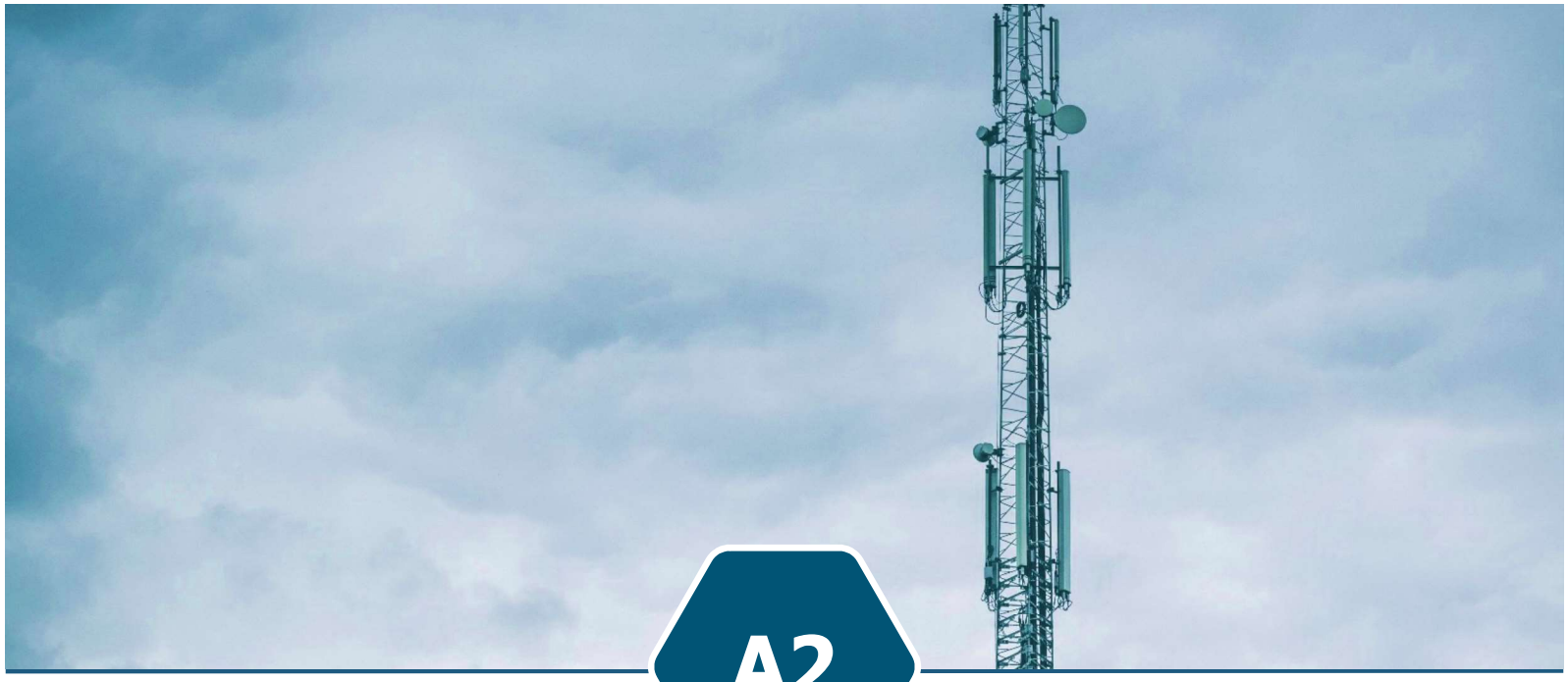
George Davis
Senior Vice President and Managing Partner

- Joined TowerCom in 2003 to oversee Gulf Coast operations and currently manages Florida, Gulf Coast and Carolinas markets
- 25+ years experience in the tower sector
- Developing towers in NC since 1996
- Highly active with State Wireless Association Programs in focus regions and previously served as President of the LA/MS chapter



Chip Bulloch
Senior Vice President and Managing Partner

- Joined TowerCom in 2011, currently manages 2 Partners covering 11 states
- 30+ years experience in the tower sector
- Developing towers in GA since 1992
- Expertise is in Site Acquisition and difficult to zone sites.



A2

Build-to-Suit Operations and Experience

TowerCom's Competitive Advantage

Trusted tower builder with proven record of delivering quick and cost-effective tower builds and deep regional expertise

1 Established Business with Meaningful Scale Already Achieved	• Proven and efficient team, framework and systems • Centralized functions enable enhanced efficiency and strategic oversight • Decentralized leadership structure allows for responsiveness and local authority
2 Deep Relationships with Carriers	• Established MLA agreement structures with carriers • Good insight into US carriers' regional development plans • Solid working relationships with carriers help to ensure efficient transactions
3 Extensive Experience and Solid Market Reputation	• Extensive tower industry "know-how" developed over 30 years • Expert operators trusted by carriers with industry-leading turnaround times • Reputation as a highly-proficient and credible tower developer
4 Essential Local Market Knowledge and Experience	• Substantial regional/local market and regulatory knowledge • Best-in-class in all facets of development (zoning, construction, maintenance) • Ability to cater effectively to requirements of carriers, local municipalities and stakeholders due to expertise in complex tower builds

Infrastructure Overview

Extensive expertise building and wireless towers including more complex and stealth structures

Monopole/Unipole



- Avg. height: ~165 feet

Guyed



- Avg. height: ~360 feet

Self-Supported



- Avg. height: ~250 feet

Stealth Tower/Other



- Avg. height: ~110 feet

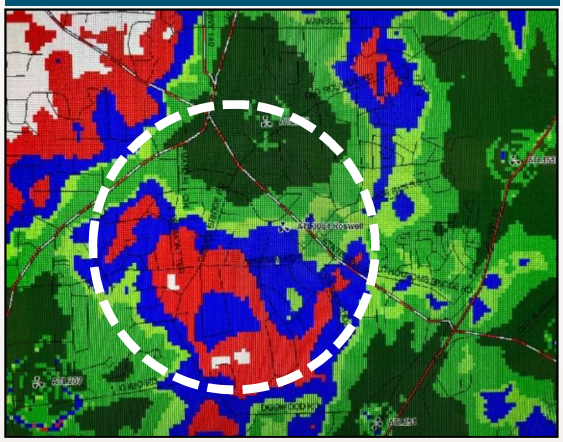
Team is experienced in all facets of tower development and construction including site identification and acquisition, zoning, site development, construction procurement, leasing, and site management

TowerCom Closes the Gaps

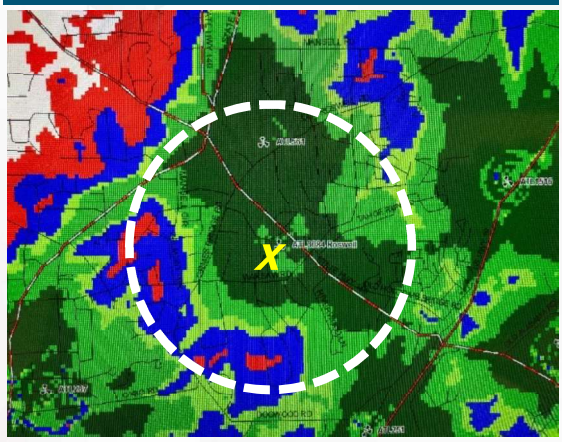
TowerCom solves critical carrier coverage and capacity issues

- Heat maps provided by the carrier depict a large dead-zone in the carrier's network within the dense suburban region of Roswell, GA
- TowerCom identified the optimal region and constructed a tower, thereby significantly reducing regions of limited / no coverage

Before TowerCom



After TowerCom



Coverage (Darker = Better)

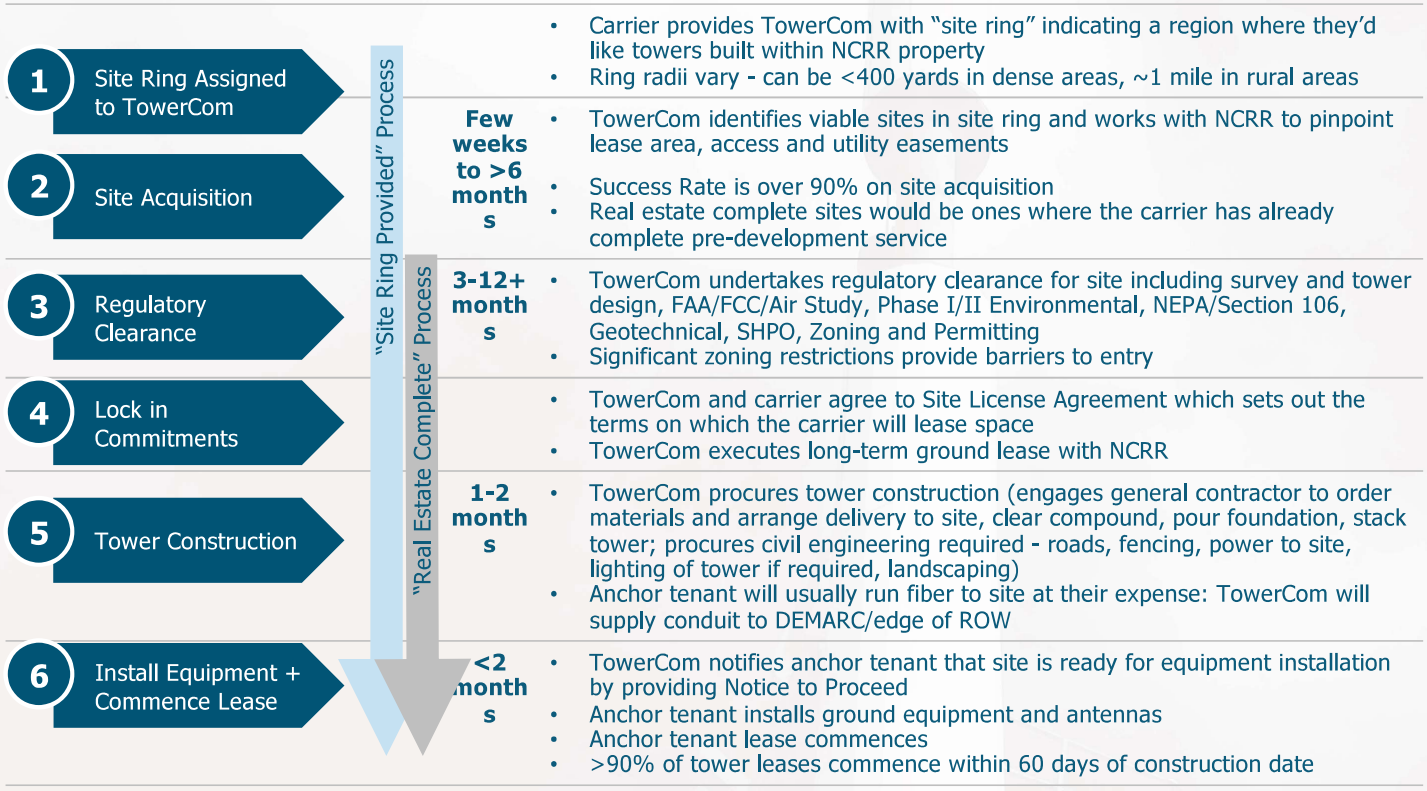
Limited / No Coverage

X TowerCom Tower

Tower Build Process

Structured development process enabling efficient tower builds

- First in industry development timelines



TowerCom = Consistent Results

We build great sites when and where our clients need them!

- National company with a Regional focus.
- Ranked as one of the Top 20 tower companies in the US
- TowerCom project team has 98% zoning success rate.
- Impeccable reputation amongst our carrier clients. (references upon request)
- Verizon's largest BTS services provider from 2015-2022.
- One of three national BTS partners for Dish Wireless with unmatched relationships with the Dish team.
- Recent MLA with AT&T and access to their RMAP internal RF tower database. Allows for targeting of AT&T partner assets before rings are released.



Coastal Shores

TowerCom successfully resolved client's major network gap on land with numerous deed and land development restrictions where siting and approval was extremely difficult

Land Description - Pine Knoll Shores, NC

- Dense coastal vacation community on the Crystal Coast barrier islands containing golf course country club and numerous residential parcels
- Land targeted stretched from Atlantic Beach to Emerald Isle
- Area fully developed with no defined commercial nodes and all available property zoned residential
- Land is on border of competing jurisdictions with adjoining cell sites being on municipal water tanks

Client Challenge

- Client desperate to fill major network gap and offload capacity from nearby sites on water tanks
- No suitable rooftop candidates
- No free standing cell tower has ever been built on the particular island
- Only viable candidate was the Crystal Coast Country Club however numerous restrictions encumbered the site:
  - Deed restrictions dated to 1930's when Theodore Roosevelt's family inherited the property
  - Restrictive covenants prohibiting any development other than residential and golf course-related
  - Additional restrictions on the removal of trees (maritime forest)

TowerCom Solution

- TowerCom undertook the following:
  - **Option Analysis -** careful review of land-use options resulted in conclusion that country club property was the only site with sufficient space for a tower
  - **Ground Lease Negotiation -** negotiated ground lease option and initiated plan to overcome deed restriction, over six months
  - **Deed Amendment Negotiation -** worked weekly with the golf course board of directors and outside counsel to pursue deed allowing for inclusion of tower site in the permitted uses
  - **Stakeholder Location** - located heirs of the Roosevelt family and property owners in vicinity to approve deed amendment
  - **Stakeholder Assurance -** undertook mail campaign and hosted signing events at country club to secure required signatures
  - **Approval Attained -** attained final approval and the restriction amended and recorded
  - **TowerCom's expertise and persistent efforts enabled the ground lease to be executed and allowed the Company to proceed with design and development for an extremely important client tower**



TOWERCOM

Battleground

With hands-on experience and vision, TowerCom successfully gained approval and built a 120-foot monopine tower on a highly-strategic site where carriers had been unable

Land Description – Greensboro, NC

- Highly-dense commercial corridor in Greensboro's urban core with particularly high traffic levels consisting of many small commercial lots flanked by dense residential

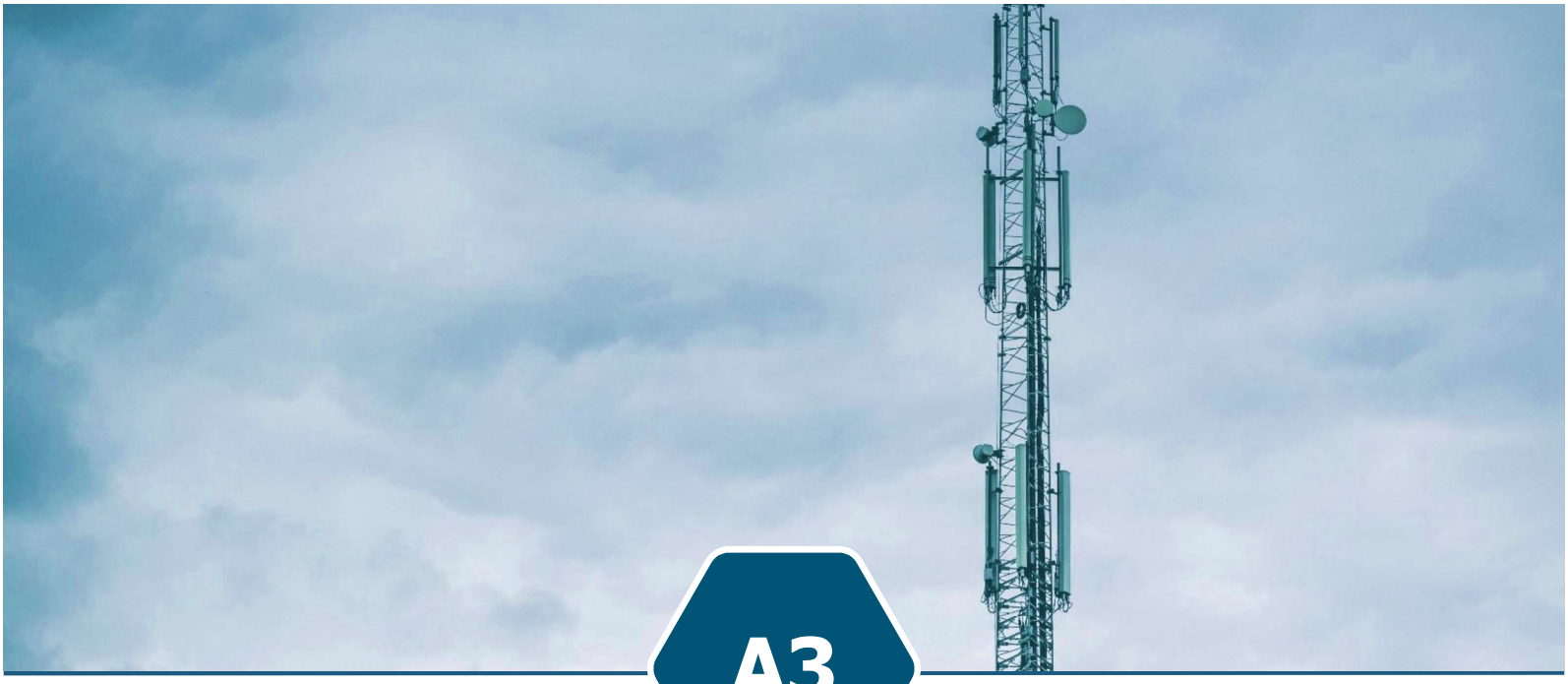
Client Challenge

- Site was sought after by at least two wireless carriers both having spent considerable time and effort to secure a viable location
- Multiple carrier retail stores in immediate vicinity without good coverage and with new retail store opening within hundreds of feet the site earned their highest priority ranking in the market
- Surrounding sites at capacity
- TowerCom's client had exhausted the site ring twice over a two-year period before awarding to TowerCom to secure a location
- Targeted site zoning challenge due to height restrictions below that ideally desired (given proximity of dense residential)

TowerCom Solution

- TowerCom undertook the following:
  - **Option Analysis -** careful review of options concluding that there was a property that would meet client's requirements and suit a new tower, located in a newly-developed shopping plaza
  - **Detailed Site Investigation -** after initial inquiries the only accessible positions within the property were a parking lot and in a retention pond. TowerCom made persistent efforts to investigate with the building department and discovered that the pond was due to be capped and closed following plaza development
  - **Stakeholder Assurance -** worked with plaza developer and city to abandon retention pond as well as a cross-access easement
  - **Strategic Planning -** developed strategy to procure construction of a tower to 100' height limit on the pond site and put forward a "special use" application once the tower was built. Strategy allowed client to get tower in the air for launch of new retail outlet, minimize permitting time, and avoid publicity
  - **Successful Execution -** granted approval on application to build 100' tower, and successfully utilized an "eligible facilities" request to obtain "special use" permit approval for a 20' extension
  - **Construction Procurement -** construction and extension procured. TowerCom has two tenants on the tower with a third pending



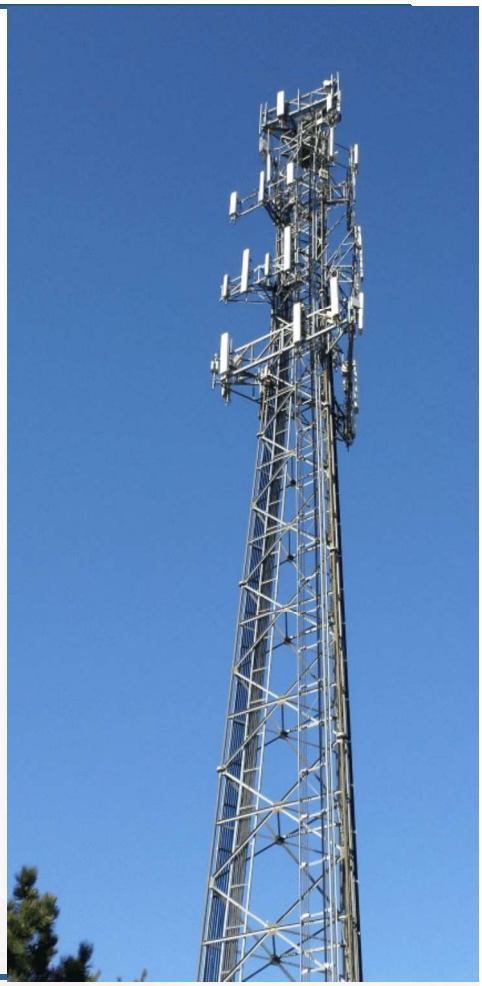


A3

Proposed Terms

TowerCom - Terms

- 10-year initial term with (8) 5-year renewals
- Ground rent will be 50% of the gross carrier revenue of **ALL** carrier leases, current and future.
- Ground Rent Projections:
  - US Cellular: $1,800.00 mo. with 1.5% annual increases
  - Verizon: $1,850.oo mo. with 1.5%
  - AT&T rent: $2,100.00 with 1.95%
  - T-Mobile rent: $2,000.00 with 2%
  - **Ground Rent to Williams Bay with Four Tenants: $3,875.00 mo.**
  - Future Tenant Rents split 50/50, Williams Bay /TowerCom
- Annual escalations: commensurate with wireless carrier's annual rent escalations.
- Bonus payments to Williams Bay of five (5) times the carrier monthly ground rent for each carrier lease signed within twelve (12) months of the signing of the Option and Ground Lease between TowerCom and the Village of Williams Bay.
- 250' self-support tower. Top 20' of the tower (230' – 250') reserved for Williams Bay equipment at no charge.
- 100' x 100' leased area / 75' x 80' fenced area. Williams Bay ground space of 15' x 15' reserved at no charge.
- TowerCom provides and pays for all pre-development design, permitting and construction.
- TowerCom is responsible for all monitoring and maintenance of the site.

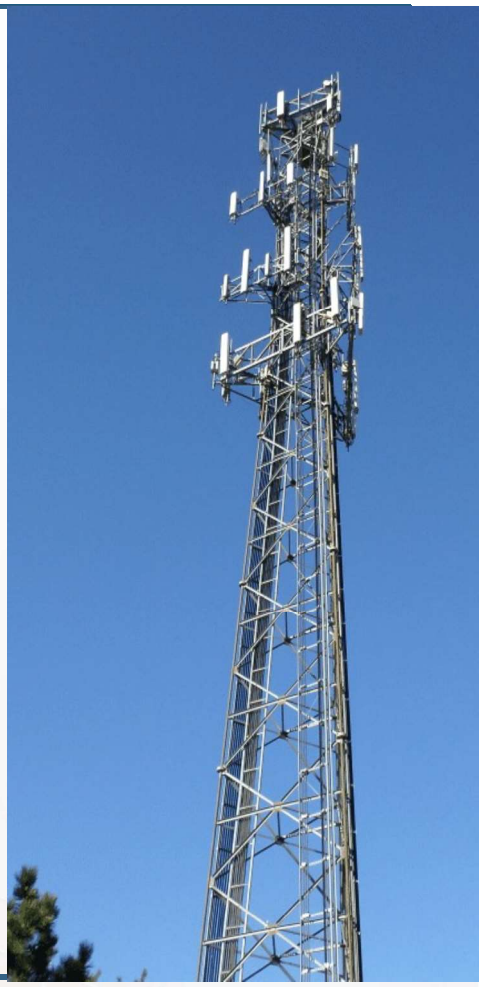


TowerCom - References

- Matthew Hartley / Senior Manager Real Estate Network Engineering, Verizon Wireless – Georgia / Alabama / O 678 277 3612 / M 770 880 0649 / matthew.Hartley@verizonwireless.com

- Nathan Peterson / Senior Engineer Spec-Ntwk Reg/RE / Verizon Wireless – Georgia / Alabama. C 770-883-6792 / nathan.peterson3@verizonwireless.com

- Jim Nearen / Contracts | BTS | Site Advocacy / DISH Wireless L.L.C. / 5055 Bayou Dr., Orange Beach, AL 36561 / O: (303) 720-9713/ james.nearen@dish.com



TowerCom – William Bay

Desktop Review

May 15, 2024

Please see the Desktop Review for the above referenced site. This is a proposed self-support tower that will be located on Village of Williams Bay property (PIN WA472200001 and PIN WWUP 00021).

Property Analysis:

1. The proposed tower premises will encompass two parcels.
    a. PIN WA472200001 – Lease Area & Access/Utility easement.
    b. PIN WWUP 00021 – Access/Utility easement.
2. The property is owned by the Village of Williams Bay
3. The property is Zoned AG (Zoning Map included below)

Zoning Analysis:

1. Wisconsin has a very well-defined Mobile Tower Siting State Statute.
2. This proposed tower will require a CUP/Plan Commission hearing.
    a. Hearing within 90 days of completed application submission.
3. Application Fee of $3,000 anticipated
4. Must allow for three (3) carriers.
    a. Village is requiring more in the RFP.
5. Setbacks – 105% of tower height
    a. Fall Zone letters accepted per State Statute
6. One (1) mile separation between towers
7. Landscaping may be required – Language is vague.
    a. Due to the location of the tower, any landscaping requirement may be waived.
8. $20,000 removal bond required.

A&E Analysis for RFP Zoning Drawings:

1. Edge will prepare a conceptual site plan for a 250' Self-Support tower with the following loading:
    a. FAA height of 255'
    b. Village of WB Rad Center 230' (20' space)
    c. Show 5 other Generic Carrier Rad Centers (10' space)
        i. 220'
        ii. 205'
        iii. 190'
        iv. 175'
        v. 160'
2. They will show the compound with the required Lease Space for UScellular, VZW, T-Mobile, AT&T as well as a 10' x 10' space for the Village.
    a. They will also show as many other generic "Future" locations as possible (Dish, WISPs, etc.) – these will be a mix of 10' x 12' and 10' x 10' spaces.
3. **Note will be added that any Landscaping Requirements will be adhered to.**

Regulatory Analysis:

1. No Wetlands identified (map included below)
2. No Critical Habitats identified (Needs DNR verification)
3. No Historic Properties identified (map included below)
4. No Flood Plain Issues (map included below)
5. TOWAIR – FAA required for 230' overall height Structure (TOWAIR included below)
    a. Closest Airport 4.11 Miles (Lake Lawn Airport)
    b. Three other airports 7.25 Miles away
6. AM Study Analysis (included below)

Please let us know if there is any additional information you would like to see.

Regards

Shaun Hemsted
Director of Site Development
GSS, Inc.
Ph. 515-707-0137
Email: shemsted@gssmidwest.com

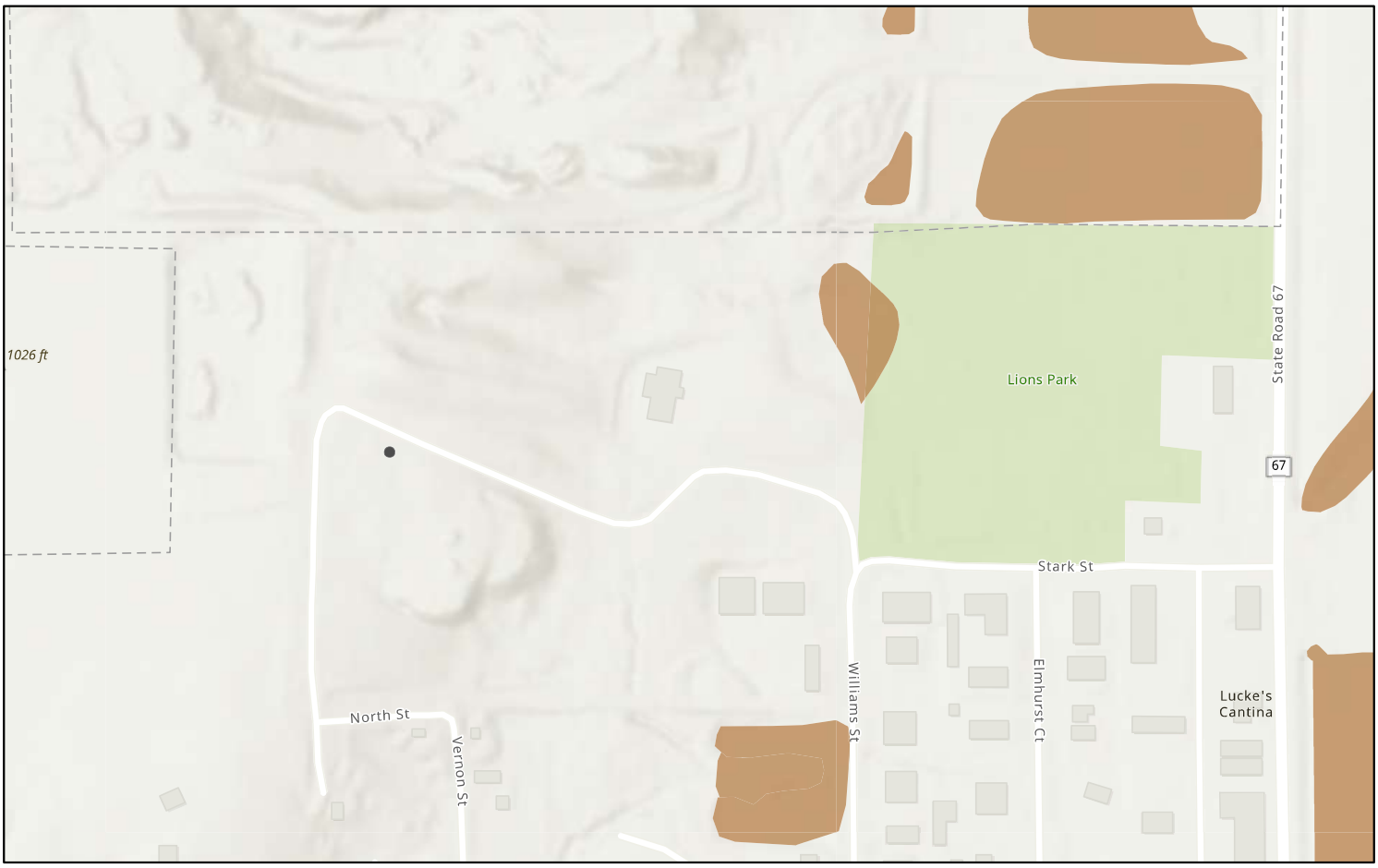
Zoning Map

ZONING MAP

Village of Williams Bay, Wisconsin — Effective Date: May 15, 2017



Williams Bay Wetlan Map



5/13/2024, 9:42:20 AM

USA Wetlands

Palustrine

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, GSS, Inc.

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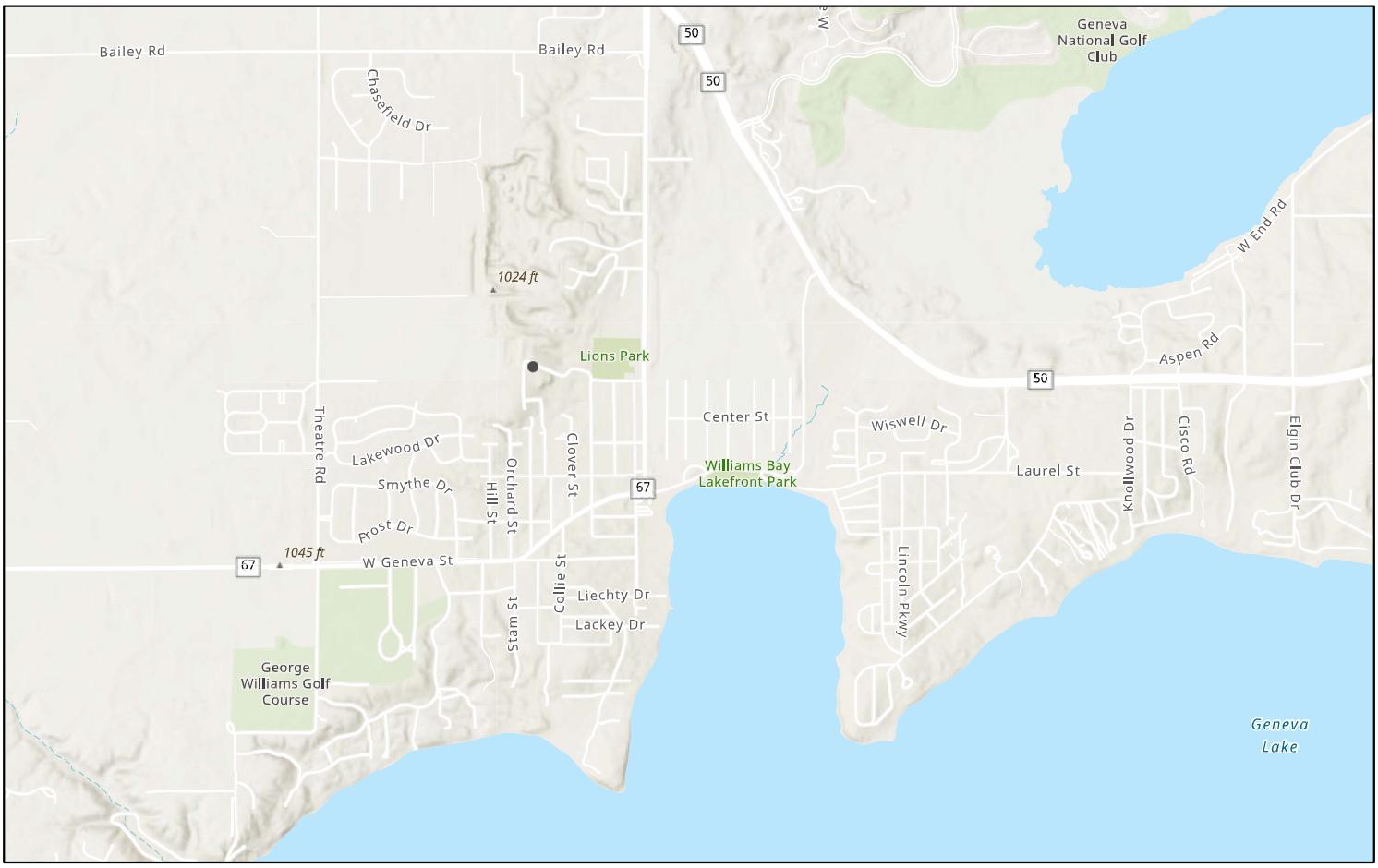
Williams Bay NHRP Map



5/13/2024, 9:46:13 AM

1:36,112

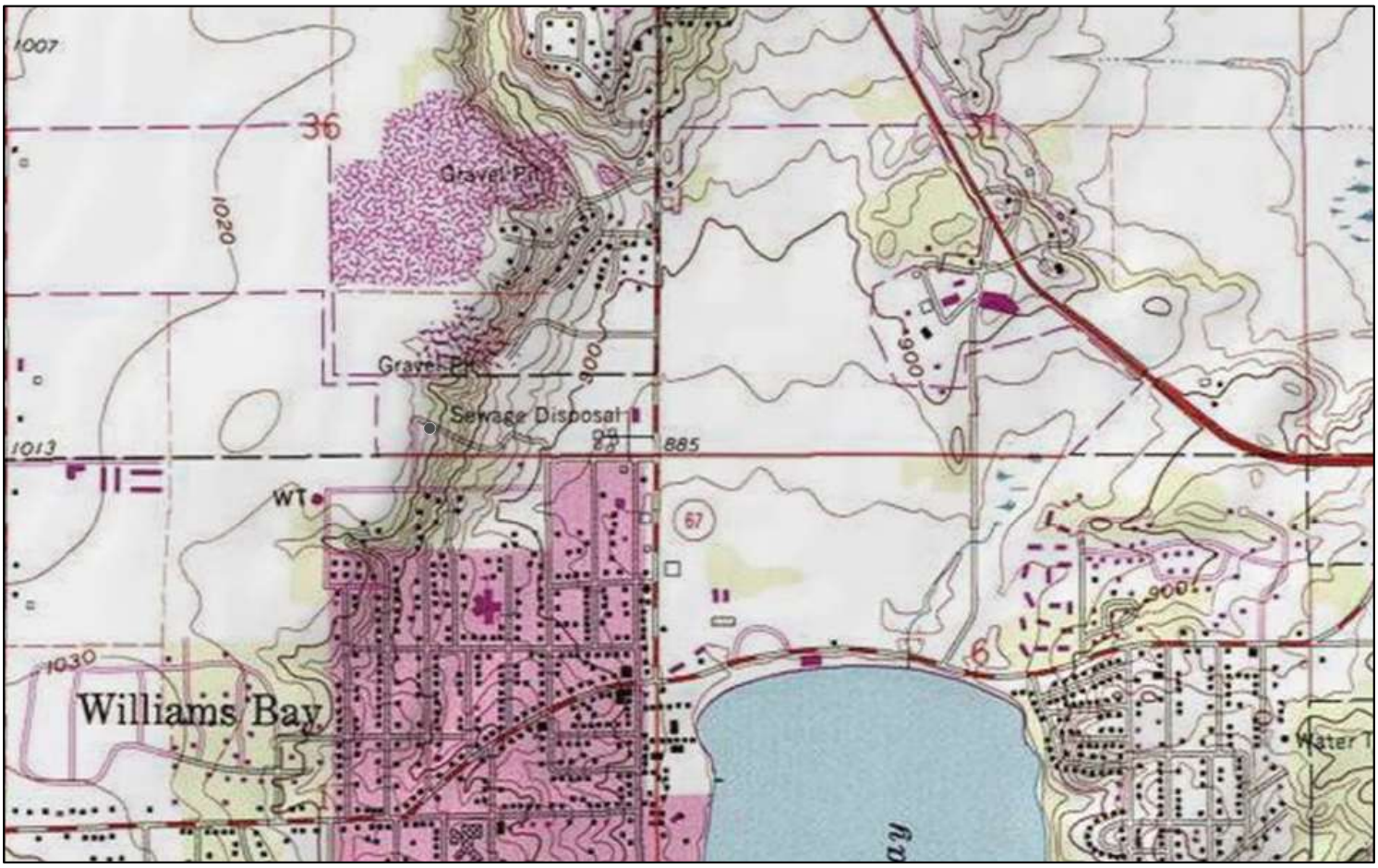
0 0.23 0.45 0.9 mi

0 0.35 0.7 1.4 km

Matt Stutts, Cultural Resources GIS, National Park Service, Esri, NASA, NGA, USGS, FEMA, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, GSS, Inc.

Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P,

Williams Bay Topo Map



5/13/2024, 9:48:26 AM

USA Topo Maps

1:18,056

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

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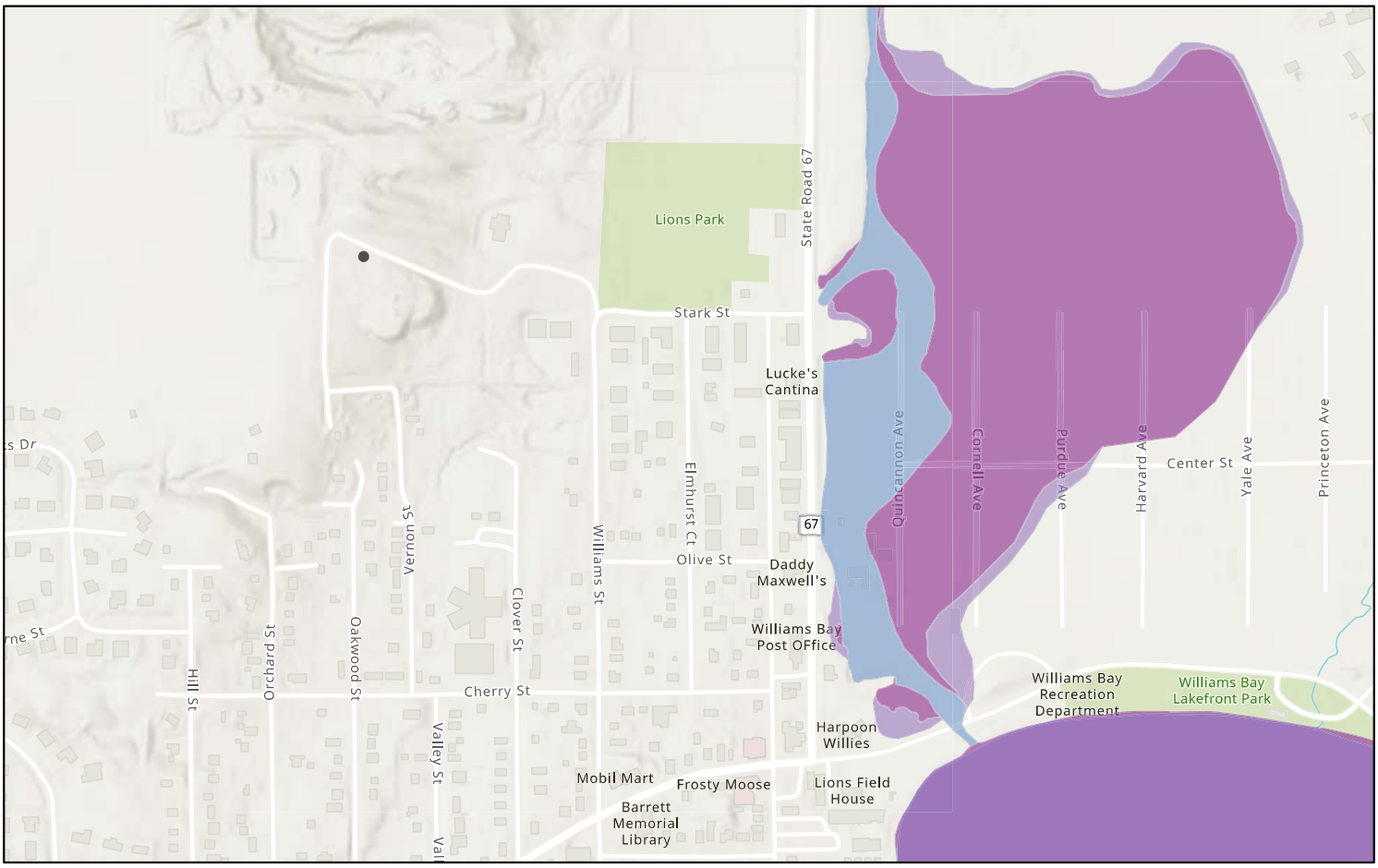
Williams Bay Flood Plain Map



5/13/2024, 9:50:39 AM

USA Flood Hazard Areas

0.2% Annual Chance Flood Hazard

1% Annual Chance Flood Hazard

Regulatory Floodway

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

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TOWAIR Determination Results

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

This structures requires registration. The antenna structure is taller than 60.96 meters (200 feet) and does not meet the criteria for the 6.10-meter (20-foot) Rule exception.

Your Specifications

NAD83 Coordinates	
Latitude	42-35-00.6 north
Longitude	088-32-51.6 west
Measurements (Meters)	
Overall Structure Height (AGL)	70.1
Support Structure Height (AGL)	67.1
Site Elevation (AMSL)	306.6
Structure Type	
LTOWER - Lattice Tower	

Tower Construction Notifications
Notify Tribes and Historic Preservation Officers of your plans to build a tower.

CLOSE WINDOW

Site Name: Williams Bay

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (this "Agreement") is made this _____ day of _____, 2024, by and between **VILLAGE OF WILLIAMS BAY**, ("Optionor"), and **TOWERCOM V-B, LLC**, a Delaware limited liability company ("Optionee").

I. OPTION TO LEASE

1. **Grant of Option**. For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease ("Option") a certain parcel of real property, located at Williams Street at the approximate coordinates of 42.583505° latitude and -88.547670°, Williams Bay, Wisconsin in Walworth County ("Site") more particularly described on **Exhibit A** and on the survey or site plan attached hereto as **Exhibit B** ("Leased Premises"), together with non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Optionor's property, the location of said easements being shown on **Exhibit B** hereto ("Easements"). The easement rights herein granted include the right and authority of Optionee to grant or assign to third parties all or some of the easement rights granted to Optionee herein. Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easements, and that the legal description of the Leased Premises and the Easements, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easements.

2. **Option Term**. The term of this Option shall be for **twelve (12) months** from the date of this Agreement as first written above ("Option Term").

3. **Consideration for Option**. Consideration for the Option Term granted hereunder shall be **Two Thousand Five Hundred and 00/100 Dollars ($2,500.00)** ("Option Consideration").

5. **Optionor's Representations and Warranties**. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

(a) Optionor has good and marketable fee simple title to the Leased Premises and the Easements free and clear of all liens and encumbrances, other than those liens and encumbrances shown in the public records;

(b) Optionor has the authority to enter into, and be bound by, the terms of this Option without obtaining the consent of any third parties, as evidenced by the authority documents

required in connection with Optionee's title policy insuring Optionee's leasehold interest in the Leased Premises and the Easements including, without limitation, an owner's title affidavit, operating agreement, partnership or corporate resolutions, by-laws, or any other reasonable documentation required by the title company;

(c) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor, which may otherwise affect the Leased Premises and the Easements; and

(d) The Leased Premises and the Easements are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easements until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. **Liquidated Damages**. In the event of a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

7. **Inspections and Investigations**. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easements at any time after the date of this Option to perform, or cause to be performed site inspections, which shall include, but not be limited to, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easements. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises and the Easements if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easements in conducting these activities. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easements surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easements from the title insurance company of its choice. Optionor shall remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor shall fail to cure any such defects, Optionee, at its election, may terminate this Option, and upon such termination, there shall be no further liability on the part of Optionee to Optionor hereunder.

8. **Further Acts**. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easements and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental

authorities which applications relate to Optionee's intended use of the Leased Premises including, but not limited to, land use and zoning applications.

II. GROUND LEASE AGREEMENT

9. **Exercise of Option**. Upon the delivery of written notice by Optionee to Optionor of Optionee's exercise of the Option, the additional terms of this Section II - Ground Lease Agreement ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The first day of the month following the date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

10. **Use**. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time on the Leased Premises.

11. **Initial Term**. The term of this Lease shall be **ten (10) years** commencing on the Commencement Date, as that term is defined in Paragraph 9 herein, and terminating on the tenth (10th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as **Exhibit C** evidencing the Commencement Date and other matters, shall be executed and recorded.

12. **Renewal Terms**. Lessee shall have the right to extend this Lease for **eight (8) additional five (5) year terms** (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least twelve (12) months prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

13. **Rent**. Commencing on the first day of the calendar month following the Commencement Date, during the Initial Term and each Renewal Term of this Lease, Lessee shall pay Lessor a monthly revenue sharing fee of Fifty Percent (50%) of the gross collected rent revenue for each Wireless Carrier, as hereinafter defined, that co-locates on the tower ("Rent"). Said payment shall be due and payable upon commencement of each such Wireless Carrier lease and receipt of each such Wireless Carrier's lease payment to Lessee. Partial months shall be pro-rated. Rent shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the date of termination (the "Termination Date") of this Lease is other than the

last day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee. At Lessor's request, Lessee shall utilize direct deposit into Lessor's bank account with regard to Rent payments, and shall cooperate with Lessor in providing all requisite information to implement such direct deposit system. For the purpose of this paragraph, Wireless Carrier shall be defined as any cellular or PCS carrier such as T-Mobile, AT&T, Cingular, Verizon, and DISH Wireless. On or before May 31st of each year during the term of this Lease, Lessee agrees to provide Lessor with a report of the gross collected rent revenue received from each Wireless Carrier for the prior calendar year. The lease payment escalation in the four (4) Wireless Carrier leases shall be capped at one and one-half percent (1.5%) annually or ten percent (10%) for each 5-year renewal term.

14. **Lessor's Representation and Warranties**. Lessee intends to use the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or buildings and related facilities ("Intended Use"). Lessor represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easements which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

15. **Conditions Subsequent**. In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easements are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

16. **Interference**. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

17. **Improvements Utilities: Access**.

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters and related facilities, and security fencing (8 foot) (collectively the "Tower Facilities"). The Tower Facilities shall

remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. Lessee agrees to allow Lessor, at no cost to Lessor, to utilize the top twenty (20) feet of the communications tower containing approximately 15,000 square inches for its public service use together with ground area sufficient to provide such use.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including, but not limited to, the installation of emergency power generators). Lessee shall have the right to permanently place all necessary or required utilities, including, but not limited to, utility wires, poles, cables, fiber optic cable, conduits and pipes over, under, or along the Easements to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easements for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall have ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), at all times during this Lease, from the Leased Premises to an open and improved public road which presently exists, and which Easements shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused by Lessor, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easements. Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

18. **Termination**. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties at law or equity, including an action for specific performance of any obligations hereunder); provided, that if the defaulting party

commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor.

Upon the expiration or earlier termination of this Lease, the Tower Facilities must either, at Lessor's election, (i) be removed from the Leased Premises within ninety (90) days or (ii) remain on the Leased Premises and become the property of Lessor. All equipment installed by a Wireless Carrier on the Tower Facilities shall be removed within the 90-day period and shall not become the property of Lessor. If requested by Lessor, Lessee shall remove the underground foundations to not more than four (4) inches below grade. Any Tower Facilities remaining on the Leased Premises after the expiration or earlier termination of this Lease must be given to Lessor in good, safe and operable condition.

19. **Sublessee's Improvements**. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easements as if said licensee or sublessee were the Lessee under this Lease.

20. **Taxes**. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. In addition, Lessee shall pay any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises; provided that Lessor furnishes proof to Lessee that such increase directly resulted from Lessee's use of the Leased Premises. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easements, Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easements are located is not subject to any "Conservation Use Covenant," "Greenbelt Covenant," agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easements are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor

Site Name: Williams Bay

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (this "Agreement") is made this _____ day of _____, 2024, by and between **VILLAGE OF WILLIAMS BAY**, ("Optionor"), and **TOWERCOM V-B, LLC**, a Delaware limited liability company ("Optionee").

I. OPTION TO LEASE

1. **Grant of Option**. For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease ("Option") a certain parcel of real property, located at Williams Street at the approximate coordinates of 42.583505° latitude and -88.547670°, Williams Bay, Wisconsin in Walworth County ("Site") more particularly described on **Exhibit A** and on the survey or site plan attached hereto as **Exhibit B** ("Leased Premises"), together with non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Optionor's property, the location of said easements being shown on **Exhibit B** hereto ("Easements"). The easement rights herein granted include the right and authority of Optionee to grant or assign to third parties all or some of the easement rights granted to Optionee herein. Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easements, and that the legal description of the Leased Premises and the Easements, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easements.

2. **Option Term**. The term of this Option shall be for **twelve (12) months** from the date of this Agreement as first written above ("Option Term").

3. **Consideration for Option**. Consideration for the Option Term granted hereunder shall be **Two Thousand Five Hundred and 00/100 Dollars ($2,500.00)** ("Option Consideration").

5. **Optionor's Representations and Warranties**. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

(a) Optionor has good and marketable fee simple title to the Leased Premises and the Easements free and clear of all liens and encumbrances, other than those liens and encumbrances shown in the public records;

(b) Optionor has the authority to enter into, and be bound by, the terms of this Option without obtaining the consent of any third parties, as evidenced by the authority documents

required in connection with Optionee's title policy insuring Optionee's leasehold interest in the Leased Premises and the Easements including, without limitation, an owner's title affidavit, operating agreement, partnership or corporate resolutions, by-laws, or any other reasonable documentation required by the title company;

(c) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor, which may otherwise affect the Leased Premises and the Easements; and

(d) The Leased Premises and the Easements are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easements until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. **Liquidated Damages**. In the event of a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

7. **Inspections and Investigations**. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easements at any time after the date of this Option to perform, or cause to be performed site inspections, which shall include, but not be limited to, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easements. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises and the Easements if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easements in conducting these activities. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easements surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easements from the title insurance company of its choice. Optionor shall remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor shall fail to cure any such defects, Optionee, at its election, may terminate this Option, and upon such termination, there shall be no further liability on the part of Optionee to Optionor hereunder.

8. **Further Acts**. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easements and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental

authorities which applications relate to Optionee's intended use of the Leased Premises including, but not limited to, land use and zoning applications.

II. GROUND LEASE AGREEMENT

9. **Exercise of Option**. Upon the delivery of written notice by Optionee to Optionor of Optionee's exercise of the Option, the additional terms of this Section II - Ground Lease Agreement ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The first day of the month following the date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

10. **Use**. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time on the Leased Premises.

11. **Initial Term**. The term of this Lease shall be **ten (10) years** commencing on the Commencement Date, as that term is defined in Paragraph 9 herein, and terminating on the tenth (10th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as **Exhibit C** evidencing the Commencement Date and other matters, shall be executed and recorded.

12. **Renewal Terms**. Lessee shall have the right to extend this Lease for **eight (8) additional five (5) year terms** (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least twelve (12) months prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

13. **Rent**. Commencing on the first day of the calendar month following the Commencement Date, during the Initial Term and each Renewal Term of this Lease, Lessee shall pay Lessor a monthly revenue sharing fee of Fifty Percent (50%) of the gross collected rent revenue for each Wireless Carrier, as hereinafter defined, that co-locates on the tower ("Rent"). Said payment shall be due and payable upon commencement of each such Wireless Carrier lease and receipt of each such Wireless Carrier's lease payment to Lessee. Partial months shall be pro-rated. Rent shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the date of termination (the "Termination Date") of this Lease is other than the

last day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee. At Lessor's request, Lessee shall utilize direct deposit into Lessor's bank account with regard to Rent payments, and shall cooperate with Lessor in providing all requisite information to implement such direct deposit system. For the purpose of this paragraph, Wireless Carrier shall be defined as any cellular or PCS carrier such as T-Mobile, AT&T, Cingular, Verizon, and DISH Wireless. On or before May 31st of each year during the term of this Lease, Lessee agrees to provide Lessor with a report of the gross collected rent revenue received from each Wireless Carrier for the prior calendar year. The lease payment escalation in the four (4) Wireless Carrier leases shall be capped at one and one-half percent (1.5%) annually or ten percent (10%) for each 5-year renewal term.

14. **Lessor's Representation and Warranties**. Lessee intends to use the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or buildings and related facilities ("Intended Use"). Lessor represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easements which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

15. **Conditions Subsequent**. In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easements are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

16. **Interference**. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

17. **Improvements Utilities: Access**.

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters and related facilities, and security fencing (8 foot) (collectively the "Tower Facilities"). The Tower Facilities shall

remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. Lessee agrees to allow Lessor, at no cost to Lessor, to utilize the top twenty (20) feet of the communications tower containing approximately 15,000 square inches for its public service use together with ground area sufficient to provide such use.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including, but not limited to, the installation of emergency power generators). Lessee shall have the right to permanently place all necessary or required utilities, including, but not limited to, utility wires, poles, cables, fiber optic cable, conduits and pipes over, under, or along the Easements to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easements for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall have ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), at all times during this Lease, from the Leased Premises to an open and improved public road which presently exists, and which Easements shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused by Lessor, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easements. Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

18. **Termination**. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties at law or equity, including an action for specific performance of any obligations hereunder); provided, that if the defaulting party

commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor.

Upon the expiration or earlier termination of this Lease, the Tower Facilities must either, at Lessor's election, (i) be removed from the Leased Premises within ninety (90) days or (ii) remain on the Leased Premises and become the property of Lessor. All equipment installed by a Wireless Carrier on the Tower Facilities shall be removed within the 90-day period and shall not become the property of Lessor. If requested by Lessor, Lessee shall remove the underground foundations to not more than four (4) inches below grade. Any Tower Facilities remaining on the Leased Premises after the expiration or earlier termination of this Lease must be given to Lessor in good, safe and operable condition.

19. **Sublessee's Improvements**. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easements as if said licensee or sublessee were the Lessee under this Lease.

20. **Taxes**. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. In addition, Lessee shall pay any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises; provided that Lessor furnishes proof to Lessee that such increase directly resulted from Lessee's use of the Leased Premises. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easements, Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easements are located is not subject to any "Conservation Use Covenant," "Greenbelt Covenant," agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easements are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor

does hereby covenant and agree to indemnify and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

21. **Destruction of Premises**. If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee.

22. **Condemnation**. If a condemning authority takes all of the Leased Premises or Easements, or a portion sufficient in Lessee's determination to render the Leased Premises or the Easements, in the sole opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easements, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its leasehold interest in the Premises and the value of its Tower Facilities, together with moving expenses, prepaid rent and business dislocation and relocation expenses. A sale of all or part of the Leased Premises and/or Easements to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

23. **Insurance**. During the term of this Lease, Lessee shall obtain and maintain the following insurance coverages and limits at its sole cost and expense:

(a) Commercial General Liability Insurance. Lessee shall maintain commercial general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of $2,000,000 per occurrence and in the aggregate combined single limit coverage as protection against liability claims occurring on or about the Leased Premises or growing out of the use and occupancy of the Leased Premises.

(b) Contractor's Workers Compensation Insurance. Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Tower Facilities to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) $1,000,000.00 each accident-bodily injury by disease, (ii) $1,000,000.00 policy limit-bodily injury by accident and (iii) $1,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a $1,000,000.00 Umbrella/Excess Liability Policy is in effect. Lessee shall provide at least thirty (30) days prior written notice to Lessor (ten [10] days' notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced prior to cancellation. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form shall be provided to Lessee and Lessor from each contractor

entering into a construction contract for the Tower Facilities. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker's compensation insurance.

(c) Lessor shall be named an additional insured on said insurance policies by endorsement. Upon request by Lessor, Lessee shall provide Lessor a certificate of insurance (COI) for the insurance coverages required hereunder. All of the above insurance shall be secured from companies licensed to do business in the State of Wisconsin and with an A.M. Best rating of A+ or better. Lessee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing law, permit conditions or this Lease. The limits of coverage under each insurance policy maintained by Lessee shall not be interpreted as limiting the Lessee's liability and obligations under this Lease.

24. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive any termination of this Lease.

25. **Lessor's Environmental Representation and Indemnity.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easements prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses; including, without limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against Lessee, arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from

the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including, but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive any termination of this Lease.

26. **Indemnification**. Lessee shall indemnify and save harmless Lessor, its officers, employees and agents, from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises and Easements resulting from any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants or employees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the willful misconduct or negligence of Lessor. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

27. **Notices**. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Lessor:
Village of Williams Bay
Attention: _____
250 Williams Street
Williams Bay, Wisconsin 53191
Phone: _____
E-mail address: _____

As to Lessee :
TowerCom V-B, LLC
Attn: Chip Bulloch, Vice President
241 Atlantic Blvd., Suite 201
Neptune Beach, Florida 32266
Phone: (904) 880-8887
E-mail address: cbulloch@towercomenterprises.com

28. **Title and Quiet Enjoyment**. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage, including attorneys' fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.

29. **Subordination and Non-Disturbance**. This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises and Easements, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises and Easements, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easements in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easements are encumbered by a Mortgage on the date of the exercise of the Option, Lessor promptly shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

30. **Assignments and Subleases**.

(a) Lessee may mortgage or grant a security interest in Lessee's leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 18 herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Leased Premises during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Lessee shall have the right, upon written notice to Lessor, to sublease or assign its rights under this Lease. Any such sublease or assignment shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

31. **Successors and Assigns**. This Lease shall run with the Leased Premises described on **Exhibit A** and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

32. **Waiver of Lessor's Lien**. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

33. **Waiver of Incidental and Consequential Damages**. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easements by Lessee.

34. **Lessee's Exclusivity**. Lessor agrees not to lease any of Lessor's property within a radius of two (2) miles from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

35. **No Bifurcation of Lessor's Estate/Assignment of Lease**. Without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in this Lease or the Rent or any rights hereunder, or sell any easement or interest the Leased Premises, except in connection with conveyance of fee simple title to the Site.

36. **ROFR**. If at any time during the term of this Lease, Lessor receives a bona fide written offer from company in the business of owning or developing telecommunication sites (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent or the Leased Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to Lessor executing the contract under such Offer. Lessee shall have the right, at Lessee's option, to either extend the term of this Lease for a period of ninety-nine (99) years or obtain a permanent, exclusive easement in the location of the Leased Premises, which will continue to include the appurtenant non-exclusive Easements for access and utilities granted in this Lease, for substantially the same financial terms described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice of the Offer to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not responded to Lessor's notice in writing within such 30-day period, the Offer is deemed rejected.

37. **Certifications**. Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

38. **Miscellaneous**.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this option and ground lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(c) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(d) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(f) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easements, and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(g) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(i) Whenever under this Lease the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR:

Village of Williams Bay

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

TowerCom V-B, LLC,
a Delaware limited liability company

By: _____
Paul M. Bulloch, Jr.
Vice President

Date: _____

EXHIBIT A

Description of Leased Premises and Easements

A **100' by 100'** parcel of land for the tower compound being located around the base of the tower, together with a 30-foot wide non-exclusive easement for access and utilities, and, if required, a 10-foot wide non-exclusive easement for utilities all being a portion of the Site. The legal description of the Leased Premises and Easements shall be determined by survey and shall thereafter replace this **Exhibit A**.

Tax Parcel I.D. # of parent tract: _____

Physical Address of parent tract: approximate coordinates of 42.583505° latitude and -88.547670°

_____

_____

Optionor acknowledges and agrees that if the governmental authority requires a landscaped buffer be leased or maintained around the Leased Premises, then (1) the survey will show such additional area and (2) the Lease will be deemed to include such buffer area either within the Premises or as an appurtenant easement to the Premises, based on the applicable governmental requirements.

EXHIBIT B

Survey or Site Plan

Location of the Leased Premises and Easements shall be determined by survey, and upon completion, shall replace this **Exhibit B**.

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

Prepared by and return to:
Holt Ney Zatcoff & Wasserman, LLP
Brian P. Cain, Esq.
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339

Site Name: Williams Bay

MEMORANDUM OF LEASE

This Memorandum of Lease is made on _____, 202__, by and between _____, a _____, as Lessor, whose address is _____, and **TOWERCOM V-B, LLC**, a Delaware limited liability company, as Lessee, whose address is 241 Atlantic Boulevard, Suite 201, Neptune Beach, Florida 32266.

1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated as of _____, 202__ (the "Lease Agreement"); the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease Agreement are located in _____ **County,** _____, as more fully described in the legal description attached hereto as **Exhibit A** ("Leased Premises").

2. Pursuant to the Lease Agreement, the Lessor has granted, and by these presents does grant, to the Lessee non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Lessor's property, the location of said easements being shown on **Exhibit B** hereto (the "Easements"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.

3. The Lease Agreement provides for an initial term of ten (10) years and eight (8) additional five (5) year terms, which shall occur automatically unless Lessee delivers written notice of intent not to renew to Lessor at least twelve (12) months prior to the expiration of the initial term, or the renewal term then in effect.

4. The Lease Agreement provides that during the term of the Lease Agreement neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate

an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of two (2) miles of the Leased Premises.

5. The Lease Agreement also provides that, without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in the Lease Agreement or the rent or any rights thereunder, or sell any easement or interest in the Leased Premises, except in connection with conveyance of fee simple title to the Site.

6. If at any time during the term of this Lease, Lessor receives a bona fide written offer from company in the business of owning or developing telecommunication sites (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent or the Leased Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to Lessor executing the contract under such Offer. Lessee shall have the right, at Lessee's option, to either extend the term of this Lease for a period of ninety-nine (99) years or obtain a permanent, exclusive easement in the location of the Leased Premises, which will continue to include the appurtenant non-exclusive Easements for access and utilities granted in this Lease, for substantially the same financial terms described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice of the Offer to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not responded to Lessor's notice in writing within such 30-day period, the Offer is deemed rejected.

[a separate form of memorandum shall be signed by the parties]

does hereby covenant and agree to indemnify and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

21. **Destruction of Premises**. If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee.

22. **Condemnation**. If a condemning authority takes all of the Leased Premises or Easements, or a portion sufficient in Lessee's determination to render the Leased Premises or the Easements, in the sole opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easements, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its leasehold interest in the Premises and the value of its Tower Facilities, together with moving expenses, prepaid rent and business dislocation and relocation expenses. A sale of all or part of the Leased Premises and/or Easements to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

23. **Insurance**. During the term of this Lease, Lessee shall obtain and maintain the following insurance coverages and limits at its sole cost and expense:

(a) Commercial General Liability Insurance. Lessee shall maintain commercial general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of $2,000,000 per occurrence and in the aggregate combined single limit coverage as protection against liability claims occurring on or about the Leased Premises or growing out of the use and occupancy of the Leased Premises.

(b) Contractor's Workers Compensation Insurance. Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Tower Facilities to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) $1,000,000.00 each accident-bodily injury by disease, (ii) $1,000,000.00 policy limit-bodily injury by accident and (iii) $1,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a $1,000,000.00 Umbrella/Excess Liability Policy is in effect. Lessee shall provide at least thirty (30) days prior written notice to Lessor (ten [10] days' notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced prior to cancellation. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form shall be provided to Lessee and Lessor from each contractor

entering into a construction contract for the Tower Facilities. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker's compensation insurance.

(c) Lessor shall be named an additional insured on said insurance policies by endorsement. Upon request by Lessor, Lessee shall provide Lessor a certificate of insurance (COI) for the insurance coverages required hereunder. All of the above insurance shall be secured from companies licensed to do business in the State of Wisconsin and with an A.M. Best rating of A+ or better. Lessee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing law, permit conditions or this Lease. The limits of coverage under each insurance policy maintained by Lessee shall not be interpreted as limiting the Lessee's liability and obligations under this Lease.

24. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive any termination of this Lease.

25. **Lessor's Environmental Representation and Indemnity.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easements prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses; including, without limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against Lessee, arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from

the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including, but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive any termination of this Lease.

26. **Indemnification**. Lessee shall indemnify and save harmless Lessor, its officers, employees and agents, from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises and Easements resulting from any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants or employees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the willful misconduct or negligence of Lessor. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

27. **Notices**. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Lessor:
Village of Williams Bay
Attention: _____
250 Williams Street
Williams Bay, Wisconsin 53191
Phone: _____
E-mail address: _____

As to Lessee :
TowerCom V-B, LLC
Attn: Chip Bulloch, Vice President
241 Atlantic Blvd., Suite 201
Neptune Beach, Florida 32266
Phone: (904) 880-8887
E-mail address: cbulloch@towercomenterprises.com

28. **Title and Quiet Enjoyment**. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage, including attorneys' fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.

29. **Subordination and Non-Disturbance**. This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises and Easements, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises and Easements, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easements in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easements are encumbered by a Mortgage on the date of the exercise of the Option, Lessor promptly shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

30. **Assignments and Subleases**.

(a) Lessee may mortgage or grant a security interest in Lessee's leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 18 herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Leased Premises during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Lessee shall have the right, upon written notice to Lessor, to sublease or assign its rights under this Lease. Any such sublease or assignment shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

31. **Successors and Assigns**. This Lease shall run with the Leased Premises described on **Exhibit A** and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

32. **Waiver of Lessor's Lien**. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

33. **Waiver of Incidental and Consequential Damages**. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easements by Lessee.

34. **Lessee's Exclusivity**. Lessor agrees not to lease any of Lessor's property within a radius of two (2) miles from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

35. **No Bifurcation of Lessor's Estate/Assignment of Lease**. Without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in this Lease or the Rent or any rights hereunder, or sell any easement or interest the Leased Premises, except in connection with conveyance of fee simple title to the Site.

36. **ROFR**. If at any time during the term of this Lease, Lessor receives a bona fide written offer from company in the business of owning or developing telecommunication sites (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent or the Leased Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to Lessor executing the contract under such Offer. Lessee shall have the right, at Lessee's option, to either extend the term of this Lease for a period of ninety-nine (99) years or obtain a permanent, exclusive easement in the location of the Leased Premises, which will continue to include the appurtenant non-exclusive Easements for access and utilities granted in this Lease, for substantially the same financial terms described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice of the Offer to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not responded to Lessor's notice in writing within such 30-day period, the Offer is deemed rejected.

37. **Certifications**. Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

38. **Miscellaneous**.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this option and ground lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(c) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(d) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(f) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easements, and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(g) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(i) Whenever under this Lease the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR:

Village of Williams Bay

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

TowerCom V-B, LLC,
a Delaware limited liability company

By: _____
Paul M. Bulloch, Jr.
Vice President

Date: _____

EXHIBIT A

Description of Leased Premises and Easements

A **100' by 100'** parcel of land for the tower compound being located around the base of the tower, together with a 30-foot wide non-exclusive easement for access and utilities, and, if required, a 10-foot wide non-exclusive easement for utilities all being a portion of the Site. The legal description of the Leased Premises and Easements shall be determined by survey and shall thereafter replace this **Exhibit A**.

Tax Parcel I.D. # of parent tract: _____

Physical Address of parent tract: approximate coordinates of 42.583505° latitude and -88.547670°

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Optionor acknowledges and agrees that if the governmental authority requires a landscaped buffer be leased or maintained around the Leased Premises, then (1) the survey will show such additional area and (2) the Lease will be deemed to include such buffer area either within the Premises or as an appurtenant easement to the Premises, based on the applicable governmental requirements.

EXHIBIT B

Survey or Site Plan

Location of the Leased Premises and Easements shall be determined by survey, and upon completion, shall replace this **Exhibit B**.

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

Prepared by and return to:
Holt Ney Zatcoff & Wasserman, LLP
Brian P. Cain, Esq.
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339

Site Name: Williams Bay

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This Memorandum of Lease is made on _____, 202__, by and between _____, a _____, as Lessor, whose address is _____, and **TOWERCOM V-B, LLC**, a Delaware limited liability company, as Lessee, whose address is 241 Atlantic Boulevard, Suite 201, Neptune Beach, Florida 32266.

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2. Pursuant to the Lease Agreement, the Lessor has granted, and by these presents does grant, to the Lessee non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Lessor's property, the location of said easements being shown on **Exhibit B** hereto (the "Easements"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.

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5. The Lease Agreement also provides that, without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in the Lease Agreement or the rent or any rights thereunder, or sell any easement or interest in the Leased Premises, except in connection with conveyance of fee simple title to the Site.

6. If at any time during the term of this Lease, Lessor receives a bona fide written offer from company in the business of owning or developing telecommunication sites (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent or the Leased Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to Lessor executing the contract under such Offer. Lessee shall have the right, at Lessee's option, to either extend the term of this Lease for a period of ninety-nine (99) years or obtain a permanent, exclusive easement in the location of the Leased Premises, which will continue to include the appurtenant non-exclusive Easements for access and utilities granted in this Lease, for substantially the same financial terms described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice of the Offer to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not responded to Lessor's notice in writing within such 30-day period, the Offer is deemed rejected.

[a separate form of memorandum shall be signed by the parties]

Certificate of AM Regulatory Compliance

Site Name **Williams Bay**
Location **N42-35-0.62 W88-32-51.61**
Client **TowerCom**
Certification Date **5/13/2024**

According to the Federal Communications Commission (FCC) Rules and Regulations,

"§1 Subpart AA. Disturbance of AM broadcast station antenna patterns
Part §1.30000 Purpose.
This rule protects the operations of AM broadcast stations from nearby tower construction that may distort the AM antenna patterns. All parties holding or applying for Commission authorizations that propose to construct or make a significant modification to an antenna tower or support structure in the immediate vicinity of an AM antenna, or propose to install an antenna on an AM tower, are responsible for completing the analysis and notice process described in this subpart, and for taking any measures necessary to correct disturbances of the AM radiation pattern, if such disturbances occur as a result of the tower construction or modification or as a result of the installation of an antenna on an AM tower. In the event these processes are not completed before an antenna structure is constructed, any holder of or applicant for a Commission authorization is responsible for completing these processes before locating or proposing to locate an antenna on the structure, as described in this subpart.
Part §1.30002 Tower construction or modification near AM stations.
(a) Construction near a nondirectional AM station. Proponents of construction or significant modification of a tower which is within one wavelength of a nondirectional AM station, and is taller than 60 electrical degrees at the AM frequency, must notify the AM station at least 30 days in advance of the commencement of construction. The proponent shall examine the potential impact of the construction or modification as described in paragraph (c). If the construction or modification would distort the radiation pattern by more than 2 dB, the proponent shall be responsible for the installation and maintenance of any detuning apparatus necessary to restore proper operation of the nondirectional antenna.
(b) Construction near a directional AM station. Proponents of construction or significant modification of a tower which is within the lesser of 10 wavelengths or 3 kilometers of a directional AM station, and is taller than 36 electrical degrees at the AM frequency, must notify the AM station at least 30 days in advance of the commencement of construction. The proponent shall examine the potential impact of the construction or modification as described in paragraph (c). If the construction or modification would result in radiation in excess of the AM station's licensed standard pattern or augmented standard pattern values, the proponent shall be responsible for the installation and maintenance of any detuning apparatus necessary to restore proper operation of the directional antenna."

This certificate verifies that the site at the above coordinates has been screened out to 3.2 km for directional antenna AM stations and 1.2 km distance for non-directional antenna AM stations and found to have no AM broadcast stations currently licensed to operate within those distances. Current FCC rules coordination distances are less as calculated in the above FCC rule §1.30002 adopted February 2014. Structure height is also considered in the current FCC rules. No further AM coordination actions are warranted at this time.

SiteSafe
A QUALTEK Company

8618 Westwood Center Drive, Suite 315
Vienna, VA 22182
703-276-1100
www.sitesafe.com
©2019 Site Safe, LLC.

v.20170123

SCOPE OF WORK

COMPOUND SCOPE:
PROJECT TYPE: 250' SELF-SUPPORT TOWER
LEASE AREA: 100' x 100'
CHAIN-LINK FENCE: 80' x 75'

TOWERCOM

WILLIAMS BAY (786567)
WILLIAMS BAY, WISCONSIN
ZONING DRAWINGS
250' SELF-SUPPORT TOWER

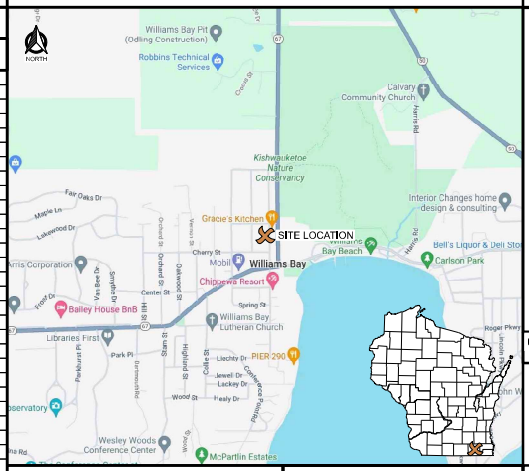
SHEET INDEX

NO.:	SHEET TITLE
G-001	TITLE SHEET
C-101	SITE PLAN
C-102	ENLARGED SITE PLAN
T-201	SITE ELEVATION

* PROVIDED BY OTHERS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS/CONDITIONS ON SITE, IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY WORK OR BE RESPONSIBLE FOR THE SAME.

SITE LOCATION MAP



DIRECTORY

SITE ACQUISITION:
TOWERCOM
241 ATLANTIC BLVD., SUITE 201
NEPTUNE BEACH, FL 32266
CONTACT: TBD

ENGINEERING COMPANY:
EDGE CONSULTING ENGINEERS, INC.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
PROJECT MANAGER: DAVE LYSHEK

SITE ACQUISITION:
GSS, INC.
3311 109TH STREET
URBANDALE, IA 50322
CONTACT: SHAUN HEMSTED

PROJECT INFO

SITE LOCATION:
250 WILLIAMS ST.
WILLIAMS BAY, WI 53191

SITE #: 786567

PROPERTY OWNER:
VILLAGE OF WILLIAMS BAY
250 WILLIAMS ST.
WILLIAMS BAY, WI 53191

TOWER OWNER:
TOWERCOM
241 ATLANTIC BLVD., SUITE 201
NEPTUNE BEACH, FL 32266

CONSTRUCTION MATERIALS (INCLUDED WITH TOWER)

FINAL LIST TO BE VERIFIED BY CONTRACTOR WITH FINAL TOWER PLANS

TOWER: (1) 4' LIGHTNING ROD
(1) CLIMB MAXX SAFETY CLIMB SYSTEM W/ STEP BOLTS AND 12" CLIMBING LADDER
(1) 8-HOLE WAVEGUIDE CABLE LADDER UP FULL TOWER HEIGHT
TEMPLATES AND ANCHOR BOLTS TBD
LEG TO LEG TEMPLATE
DOCUMENTS: PROFESSIONAL ENGINEERING PACKAGE
FINAL ERECTION DRAWINGS

DRIVING DIRECTIONS

ONE CALL SYSTEMS INTERNATIONAL

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CALL DIGGERS HOTLINE

TOLL FREE: 1-800-242-8511
FAX A LOCATE: 1-800-242-5811

WI STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

UTILITY INFORMATION

ELECTRIC SERVICE PROVIDER
ATC
CONTACT:
PHONE:
WORK ORDER #:

FIBER SERVICE PROVIDER
TBD
CONTACT:
PHONE:
WORK ORDER #:

TO BE VERIFIED

CONSULTANT:
Edge Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
608.644.1449 VOICE
608.644.1549 FAX
www.edgeconsult.com

CLIENT:

ENGINEER SEAL:
- PRELIMINARY - NOT FOR CONSTRUCTION

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

TITLE SHEET
WILLIAMS BAY (786567)
WILLIAMS BAY, WISCONSIN

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
JLM	05/17/24	REV. A

CHECKED BY:	DCL
PLOT DATE:	5/17/2024
PROJECT NUMBER	40993
SET TYPE	ZONING DWGS.
SHEET NUMBER	G-001

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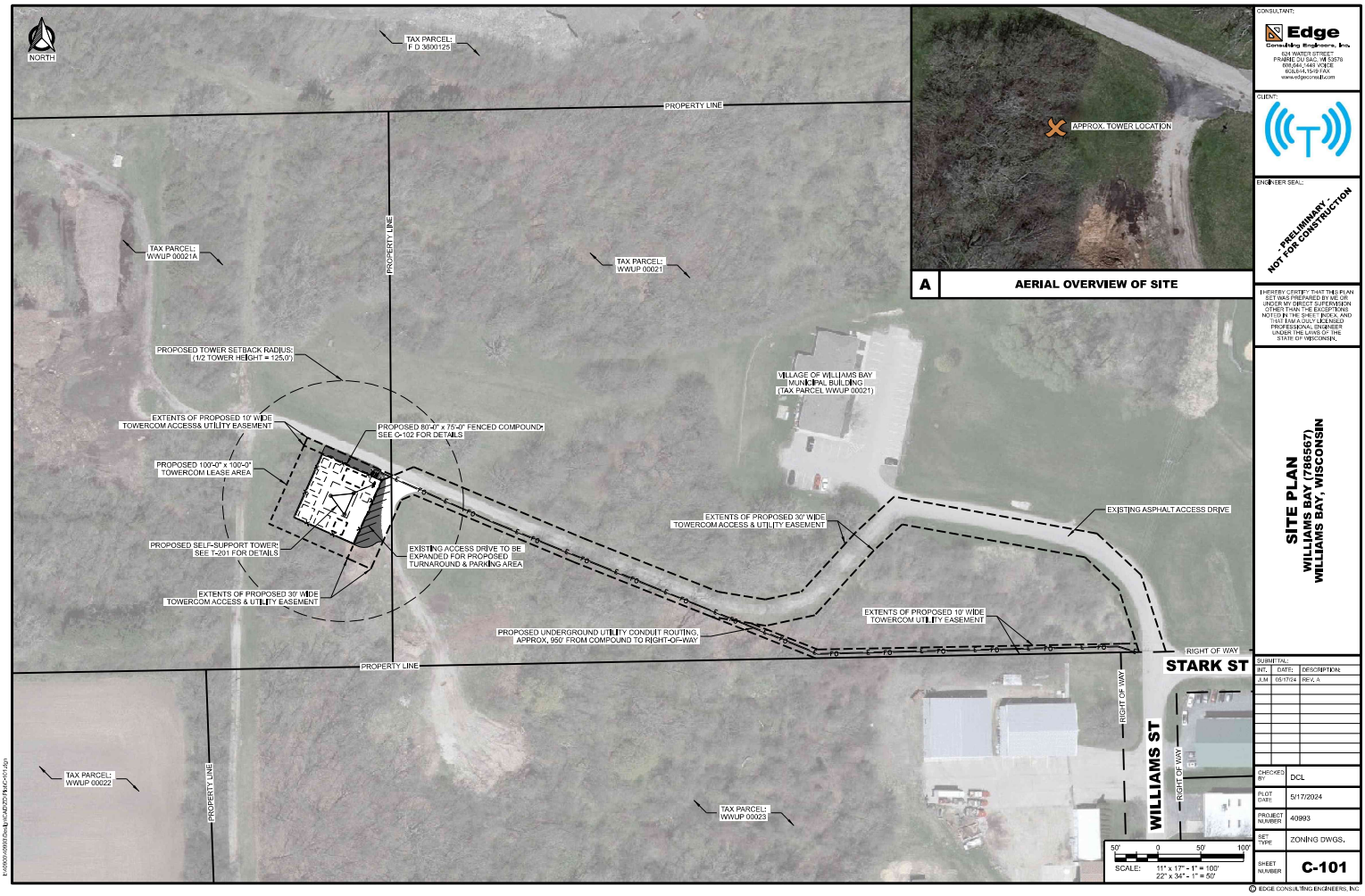

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SITE PLAN
WILLIAMS BAY (786567)
WILLIAMS BAY, WISCONSIN

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
JLM	05/17/24	REV. A

CHECKED BY:	DCL
PLOT DATE:	5/17/2024
PROJECT NUMBER	40993
SET TYPE	ZONING DWGS.
SHEET NUMBER	C-101

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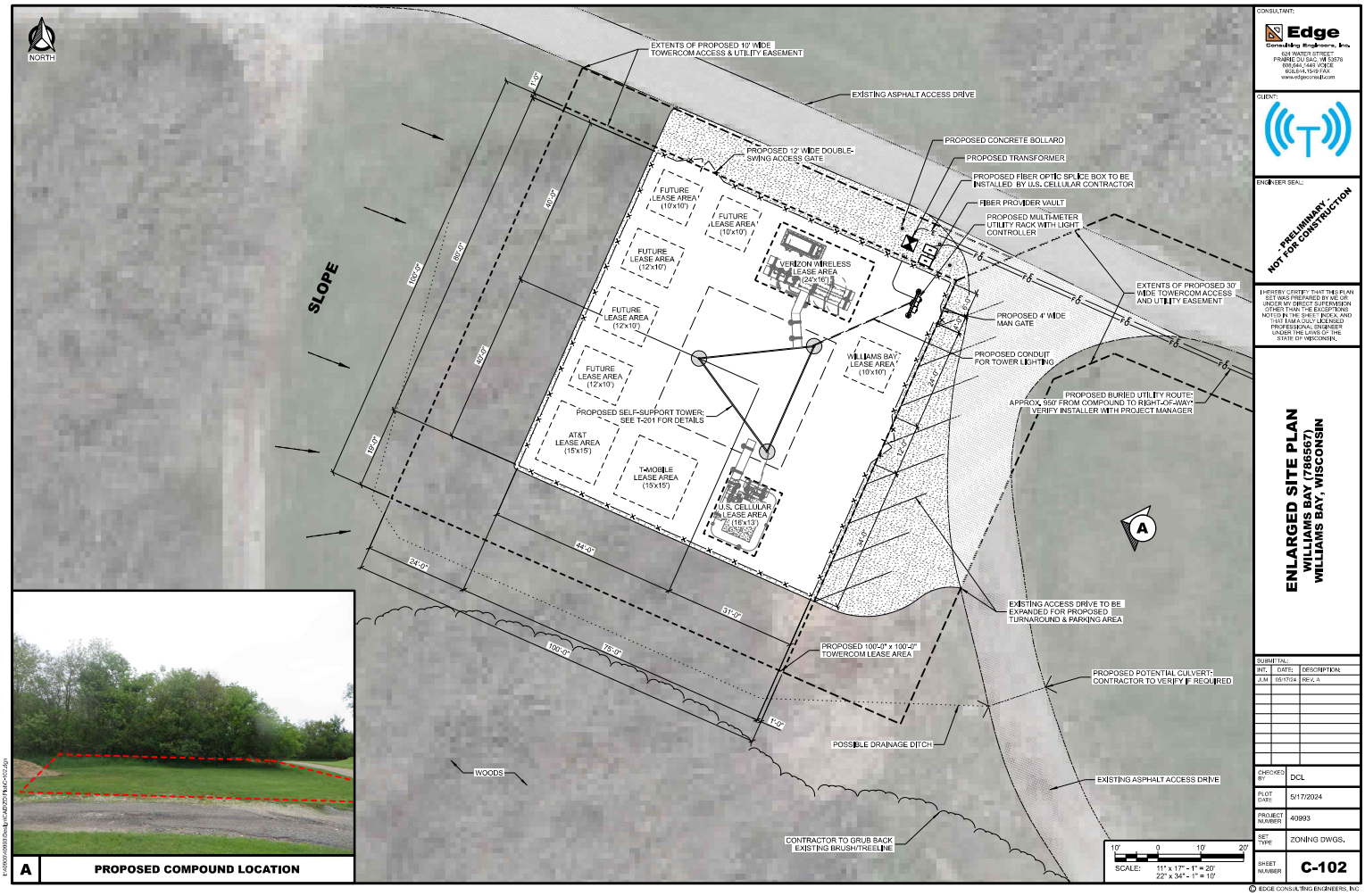
NORTH
EXTENTS OF PROPOSED 10' WIDE TOWERCOM ACCESS & UTILITY EASEMENT
EXISTING ASPHALT ACCESS DRIVE
PROPOSED CONCRETE BOLLARD
PROPOSED TRANSFORMER
PROPOSED 12' WIDE DOUBLE-SWING ACCESS GATE
PROPOSED FIBER OPTIC SPLICE BOX TO BE INSTALLED BY U.S. CELLULAR CONTRACTOR
FIBER PROVIDER VAULT
PROPOSED MULTI-METER UTILITY RACK WITH LIGHT CONTROLLER
SLOPE
FUTURE LEASE AREA (10'x10')
FUTURE LEASE AREA (10'x10')
FUTURE LEASE AREA (12'x10')
VERIZON WIRELESS LEASE AREA (24'x16')
FUTURE LEASE AREA (12'x10')
FUTURE LEASE AREA (12'x10')
WILLIAMS BAY LEASE AREA (10'x10')
PROPOSED SELF-SUPPORT TOWER; SEE T-201 FOR DETAILS
AT&T LEASE AREA (15'x15')
T-MOBILE LEASE AREA (15'x15')
U.S. CELLULAR LEASE AREA (16'x13')
EXTENTS OF PROPOSED 30' WIDE TOWERCOM ACCESS AND UTILITY EASEMENT
PROPOSED 4' WIDE MAN GATE
PROPOSED CONDUIT FOR TOWER LIGHTING
PROPOSED BURIED UTILITY ROUTE; APPROX. 950' FROM COMPOUND TO RIGHT-OF-WAY VERIFY INSTALLER WITH PROJECT MANAGER
A
EXISTING ACCESS DRIVE TO BE EXPANDED FOR PROPOSED TURNAROUND & PARKING AREA
PROPOSED 100'-0" x 100'-0" TOWERCOM LEASE AREA
PROPOSED POTENTIAL CULVERT; CONTRACTOR TO VERIFY IF REQUIRED
POSSIBLE DRAINAGE DITCH
WOODS
EXISTING ASPHALT ACCESS DRIVE
CONTRACTOR TO GRUB BACK EXISTING BRUSH/TREELINE
SCALE: 11" x 17" - 1" = 20' 22" x 34" - 1" = 10'
A
PROPOSED COMPOUND LOCATION
CONSULTANT:
Edge Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
608.644.1449 VOICE
608.644.1549 FAX
www.edgeconsult.com
CLIENT:
ENGINEER SEAL:
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ENLARGED SITE PLAN
WILLIAMS BAY (786567)
WILLIAMS BAY, WISCONSIN
SUBMITTAL:
INT. | DATE: | DESCRIPTION:
JLM | 05/17/24 | REV. A
CHECKED BY: DCL
PLOT DATE: 5/17/2024
PROJECT NUMBER: 40993
SET TYPE: ZONING DWGS.
SHEET NUMBER: C-102
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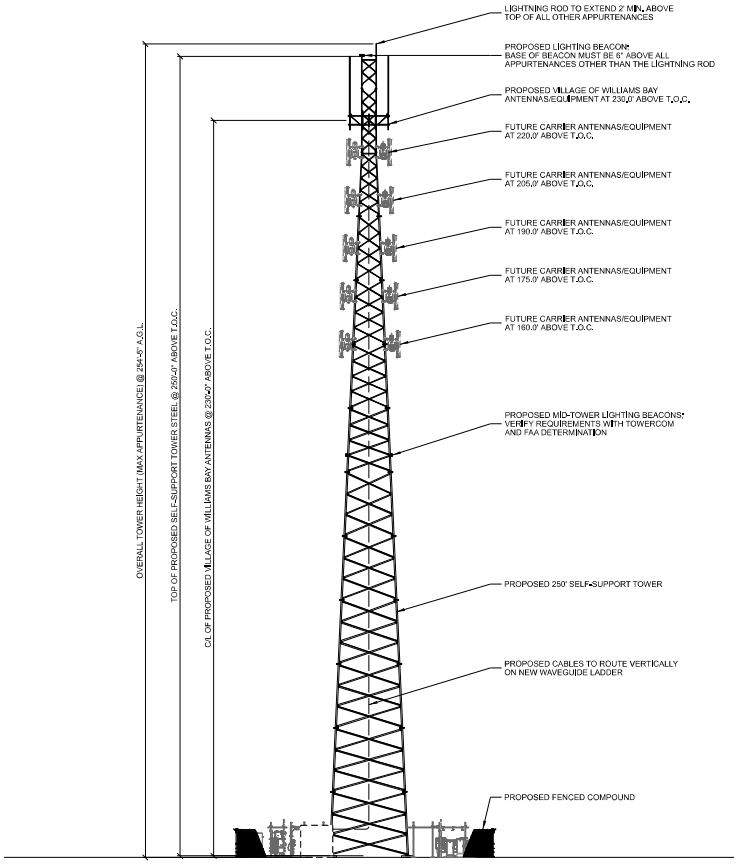

A SITE ELEVATION
SCALE: 11" x 17" - 1" = 30'-0"
22" x 34" - 1" = 15'-0"

CONSULTANT:
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624 WATER STREET
PRAIRIE DU SAC, WI 53578
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SITE ELEVATION
WILLIAMS BAY (786567)
WILLIAMS BAY, WISCONSIN

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
JLM	05/17/24	REV. A

CHECKED BY:	DCL
PLOT DATE:	5/17/2024
PROJECT NUMBER:	40993
SET TYPE:	ZONING DWGS.
SHEET NUMBER:	T-201

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commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor.

Upon the expiration or earlier termination of this Lease, the Tower Facilities must either, at Lessor's election, (i) be removed from the Leased Premises within ninety (90) days or (ii) remain on the Leased Premises and become the property of Lessor. All equipment installed by a Wireless Carrier on the Tower Facilities shall be removed within the 90-day period and shall not become the property of Lessor. If requested by Lessor, Lessee shall remove the underground foundations to not more than four (4) inches below grade. Any Tower Facilities remaining on the Leased Premises after the expiration or earlier termination of this Lease must be given to Lessor in good, safe and operable condition.

19. **Sublessee's Improvements**. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easements as if said licensee or sublessee were the Lessee under this Lease.

20. **Taxes**. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. In addition, Lessee shall pay any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises; provided that Lessor furnishes proof to Lessee that such increase directly resulted from Lessee's use of the Leased Premises. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easements, Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easements are located is not subject to any "Conservation Use Covenant," "Greenbelt Covenant," agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easements are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor

38. **Miscellaneous**.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this option and ground lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(c) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(d) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(f) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easements, and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(g) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(i) Whenever under this Lease the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(SIGNATURE PAGE FOLLOWS)

Tower Company RFP Opportunity
Village of Wiliams Bay, WI

I. GENERAL INSTRUCTIONS

After reading and fully understanding these specifications, prepare your proposal as follows:

Submit all documentation supporting your proposal. Supporting documentation should include, but is not limited to the following:

- An Executive Summary consisting of the proposal cover letter highlighting the contents of the proposal and bearing the authorized representative's signature.
- Draft Lease Agreement detailing the business terms between the Tower Company and the Village of Williams Bay including, but not limited to the following.
    1. Proposed Lease Terms (Initial and Renewal)
    2. Proposed Business Terms
        i. Any Option Payment
        ii. Any Proposed Monthly Rent
        iii. Any Proposed Monthly Revenue Share
        iv. Rent Escalation (if Base Rent Option is utilized)
    3. Existing Carrier Agreement Certification (See Section V. Paragraph A.)
    4. Insurance Requirements (see Section X.)
- Please provide background information on the organization and give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed.
- Full description of plans and intentions for your use of the space. **Be as detailed as possible and include a scaled conceptual Site Plan.**
- Provide documentation showing you have researched all the required due diligence and permits for the proposed wireless site facility.
- The Leased Premises is to be leased "as is". Any improvements will be at the Proposer's expense. Provide information on improvements you propose to make to the premises, if any. Provide a timeline/schedule for all major milestones within the proposed project including the required due diligence, permitting and construction activities.
    - Assume RFP Award will be no later than July 15, 2024.
- A current financial statement or similar evidence of financial stability for each person or firm making this proposal.

Proposal Submission: Responses to the RFP (electronic PDF) must be received by the Village of Williams Bay by **May 20, 2024 no later than 4:00 PM**. Send response to David Lothspeich, Village Administrator admin@vi.williamsbay.wi.gov

During the proposal evaluation, the Village reserves the right to request additional written information to assist in the evaluation of proposals.

Proposals and written responses to the Village's request for additional information shall be signed by the proposer (if an individual), by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

Upon receipt, the proposals shall become the property of the Village of Williams Bay for disposition or usage by the Village of Williams Bay at its discretion.

II. RFP OBJECTIVE

The Village of Williams Bay, WI (Village) is seeking a Tower Company to build and own a 220' – 250' Self-supporting tower structure on a piece of property owned by the Village (exact height TBD). This tower will be on Village property leased to the selected Tower Company and is being built to accommodate the Village Telecommunications needs and the needs of four (4) major telecommunications carriers that are either being relocated off the existing Village of Williams Bay water tanks or have shown interest in co-locating. It will be the responsibility of the Village of Williams Bay to provide notification to the existing carriers of the need to relocate to the new proposed tower. The Village will try to obtain the requested Red Centers from the existing carriers and provide this information prior to the RFP due date.

III. LEASE AGREEMENT

Please provide a Draft Lease Agreement at the time of the Request for Proposal (RFP) submission. The Draft Lease Agreement submitted will be reviewed and be part of the RFP award decision process. It is anticipated the lease to be effective January 1, 2025, or a date satisfactory to the Village of Willimas Bay.

IV. LEASE TERM

The initial term of the Lease will be for a period of ten (10) years with a minimum of four (4) and up to eight (8) five-year Renewal Terms. The Renewal Terms shall automatically be extended, unless Tower Company provides the Village of Williams Bay written notice of Tower Company's intention to terminate the Lease at least twelve (12) months before the expiration of the then current term. The proposer shall indicate the Lease term and any renewal options in its proposal, not to exceed fifty (50) years for the total term.

V. RENT PROPOSAL

The Village of Williams Bay is open to the following proposals:

1. A monthly base rent and an additional rent as a percentage of gross revenue received from subleasing space to wireless and/or broadband providers. Tower Company shall indicate the base rent and the percentage of gross revenue received as well as agreeing to annual reports of gross revenue received. The monthly base rent paid to the Village of Williams Bay shall increase by 1.5% annually.
2. Percentage of gross revenue received from subleasing space to wireless and/or broadband providers. Tower Company shall indicate the base rent and the percentage of gross revenue received as well as agreeing to annual reports of gross revenue received.

Notes:

a. Tower Company must agree to allow the Village of Williams Bay to utilize the top 20 feet (20') of the tower for their Public Service Use at no cost.
b. Tower Company must agree to cap any of the four (4) major carriers' escalation to no more than 1.5% annually or 10% per term.

VI. LEASED PREMISES.

The proposed leased area will be located on Village of Williams Bay property with the approximate coordinates of 42.583505° latitude and -88.547670° Longitude and consist of the following.

A. Leased Area will be 100' x 100' (10,000 square feet)
    a. Exact lease premises location will be negotiated and approved by the Village of Williams Bay
B. 30' Access and Utility Easement to ROW.
    a. Exact length of easement and location will be negotiated and approved by the Village of Williams Bay
C. If needed, an additional 10' Utility Easements to ROW and/or existing utility demarcation points.
    a. Exact easement location will be negotiated and approved by the Village of Williams Bay

VII. IMPROVEMENTS/ALTERATIONS BY TOWER COMPANY.

Approved Tower Company (Lessee) shall submit plans and designs for tower site to the Village of Williams Bay for review and approval prior to making any improvements or alterations to the leased premises. All improvements or alterations erected or made on the Premises may become the property of the Village of Williams Bay (Lessor) upon expiration or termination of the lease or must be removed by Lessee within three (3) months of expiration or termination of the lease, at Lessor's discretion. All improvements allowed to remain shall be given to Lessor in good, safe, and operable condition.

It will be the responsibility of the Tower Company to ensure compliance with Industry Standards related to the Inspection and repairs to the tower. Inspection reports to be provided to the Village of Williams Bay upon request.

VIII. RESTRICTIONS ON USE.

A. The leased area is leased by the Lessor to the Lessee for the sole purpose of installing and operating a Communications facility.
B. The Lessee shall not assign the lease nor sublease the Premises without written notice to the Lessor.
C. The Premises shall be secured with an eight (8') foot fence and locked gate. Minimal Landscaping may be required by the Village of Williams Bay.
D. Any utility or fiber connectivity to the Premises may require an easement.

IX. DESTRUCTION OF PREMISES.

In the future, Tower Company (Lessee) may, at its option, rebuild the tower site facility in the event of partial or total destruction of the proposed facility.

X. MUTUAL INSURANCE REQUIREMENTS.

During the terms of the lease, the Lessor and Lessee, mutually and at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, Lessor and Lessee shall provide and maintain the following coverages and limits:

A. Commercial General Liability Insurance. Lessee shall maintain, or cause to be maintained, in full force and effect and at its own expense, during the Term commercial general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of $2,000,000 per occurrence and in the aggregate combined single limit coverage as protection against liability claims occurring on or about the Premises or growing out of the use and occupancy of the Premises. Lessee shall be included as additional insured on said policy by endorsement as respects this Agreement. Certificate of Insurance (COI) to be submitted to Village of Williams Bay upon request.

B. Contractor's Workers Compensation Insurance. Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Premises to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) $1,000,000.00 each accident-bodily injury by disease, (ii) $1,000,000.00 policy limit-bodily injury by accident and (iii) $1,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a $1,000,000.00 Umbrella/Excess Liability Policy is in effect. Sublessee shall provide at least thirty (30) days prior written notice to Lessor (ten (10) days' notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form, shall be provided to Lessee and Lessor with respect to each contractor entering into a construction contract. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to

furnish similar worker's compensation insurance. Certificate of Insurance (COI) to be submitted to Village of Williams Bay upon request.

Providing and maintaining adequate insurance coverage will be a material obligation of Lessee. All such insurance shall meet all legal requirements. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are approved by the State. Landlord and Lessee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing law, permit conditions or this Agreement. The limits of coverage under each insurance policy maintained by Lessee shall not be interpreted as limiting the Lessee's liability and obligations under this Agreement.

The Village of Williams Bay shall be named as additional insured on all policies of the Tower Company (Lessee). All of the above insurance shall be secured from companies licensed to do business in the State and with an A.M. Best rating of A+ or better.

Certificates attesting to the existence of such insurance coverage must be provided on an annual basis. Such policies shall contain a provision that coverage afforded under the policies will not be cancelled, reduced in amount, or coverage eliminated until at least thirty days after mailing written notice, by certified mail, to the Lessor.

XI. HOLD HARMLESS.

Lessee agrees to indemnify, defend and hold harmless Lessor, its officers, employees and agents, against any claims, damages, or obligations or suits arising out of or in any manner connected with the use of the Premises by Lessee, its assigns, invitees, contractors, employees, or agents.

XII. COMPLIANCE WITH RULES AND REGULATIONS.

All costs related to the due diligence to develop the proposed tower will be the responsibility of the Tower Company. Tower Company (Lessee) shall observe, obey, and comply with any and all existing or future laws, regulations, rules, ordinances, orders, and requirements of the Federal, State, County, City and Municipal government or any governing body or subpart of a governing body (including safety and public service entities), which relate to the management and regulation of the Premises and related facilities, regardless of whether such compliance is ordered or directed against Lessor, Lessee or both. Lessee will require the same obedience and compliance by its assigns, sublessees, contractors, officials, agents, employees and invitees, and all other persons for whose conduct Lessee is responsible or over whom Lessee exercises or has authority to exercise control. Lessee will obtain at its own expense all licenses, permits, and union and trade organization clearances required by any entity for use by Lessee of the Premises. Lessee shall be responsible for any alterations or improvements to the building structures, electrical and water systems furnished by the Lessor which may be required by applicable laws, ordinances, rules or regulations of governmental entities.

XIII. SPECIAL REQUIREMENTS

A. Minimum Tower Requirements

1. The height of the Tower will be the minimum height required to meet the wireless coverage needs of the Village and the four telecommunications carriers. At this time, it is estimated to be between 220' and 250'.
2. The Tower will be a three-legged Self-Supporting structure.
3. Tower will need to at a minimum be designed to accommodate the Village of Williams Bay wireless facility needs, the four (4) known existing wireless carriers and a minimum of one additional carrier.
    a. 15,000 Sq. In. for the Village of Williams Bay at top of tower
        i. Attachment height will try to be determined prior to RFP due date.
    b. 30,000 Sq. In. for the four (4) telecommunications companies

        i. Rad centers will try to be determined prior to RFP due date.
    c. 20.000 Sq. In. for the additional carrier.
        i. Rad center will try to be determined prior to RFP due date.
4. Tower will need to be in compliance with all FAA and FCC requirements.
    a. All carriers will provide Tower Company with a list of their Frequency Data for the FAA filings.

B. Design and Installation

1. The design of the proposed tower site facility shall include all the necessary physical infrastructure needed to support the existing wireless carrier operations (currently on the Village of Williams Bay water tanks) and any other wireless carrier included in this initial RFP.
2. Describe how Proposer plans to ensure the existing and future wireless carriers will be accommodated at the new proposed wireless site facility within the 100' x 100' Leased Area.
3. Identify the roles and responsibilities of all anticipated and assumed participants (internal and external to Tower Company) in the process, including, but not limited to, procurement, engineering, and construction of the proposed wireless site facility.
4. Describe the site designs to include backhaul fiber and electrical facility designs and distance limitations and any other information that is pertinent to the project design.
5. Describe any proposed backup generators or battery backup to be used (if any).

C. Operations and Maintenance

1. The site shall be operated and maintained at an industry standard.
2. Please detail Tower Company's policy for monitoring and maintaining their Sites.
3. Describe how you plan to develop wireless carrier use of the Sites in a reasonable time to ensure success of the program.
4. Describe your ability to manage the tower premises 24 x 7 x 365.

E. Business Information

1. Make a brief statement as to your overall business strategy and why your company is qualified to meet the Village of Williams Bay's goals.
2. Describe your business models for building and operating a Communications Facility site that have had proven success.
3. Explain how you evaluate, decide and fund upgrades for the Site development of new projects.
4. Provide a current financial statement evidence of financial stability for each person or firm making this proposal.

Bailey Estates Playground Options - Lee Recreation, LLC thru Sourcewell 6/25/2024

Option 1	$56,812.43	Recommended Option with borders costing $2,340	Director of Public Works Wayne Edwards and Recreation Directory Ryan Knopp.
Option 2	$50,557.58		
Option 3	$107,740.00	This is the same size as Option 2 but is for ages 2-12, which is more appropriate.	

Sourcewell Website https://www.sourcewell-mn.gov/

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

BAILEY ESTATES PARK OPTION 1

PROPOSAL #: 142-186543-1

MADE IN WISCONSIN



LR
LEE
RECREATION LLC

3D Designer: Felicia

SERIES Burke Basics | Synergy

SITE PLAN VIEW

GROUP:
Structure|Freestanding

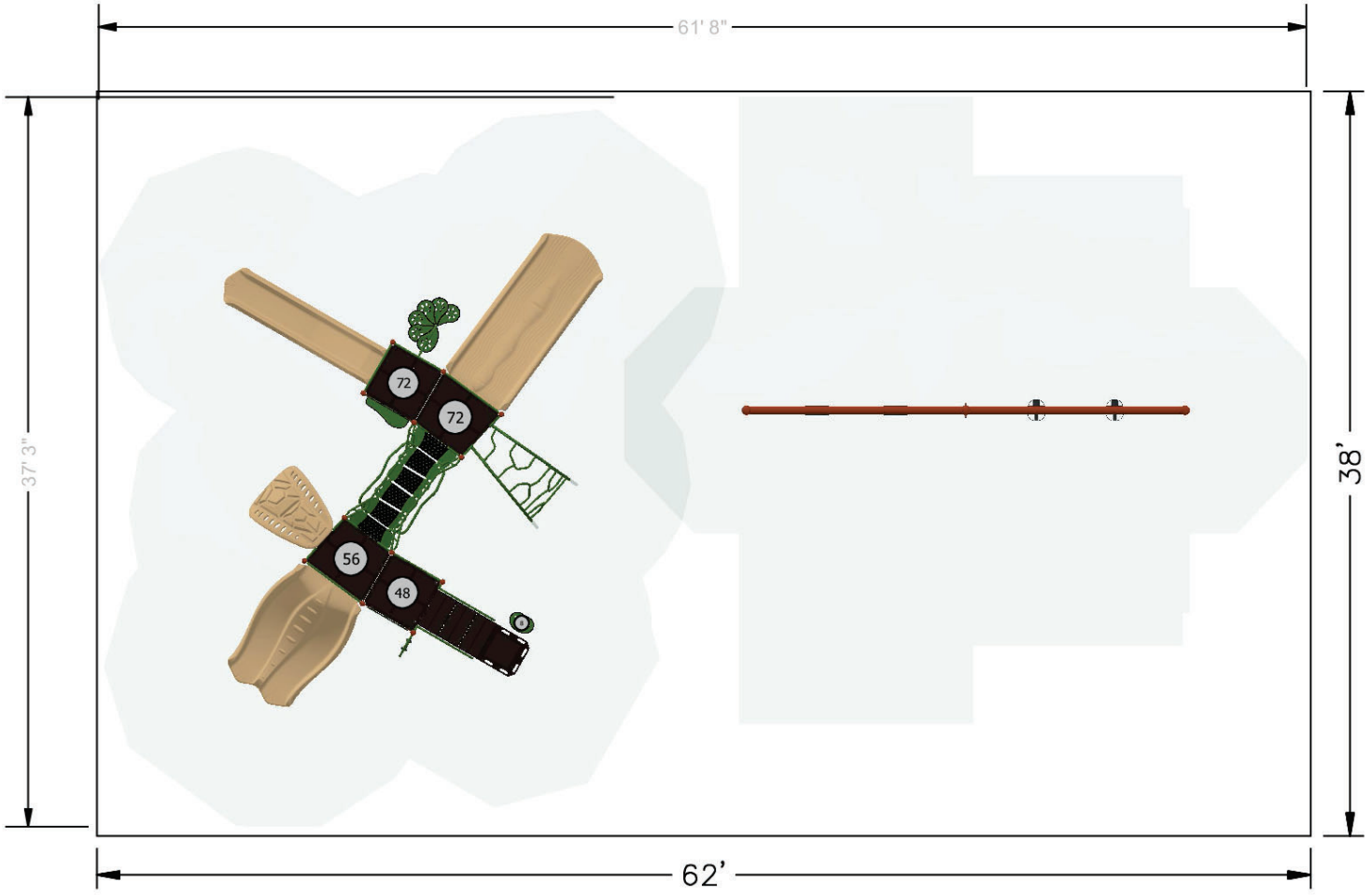
DESIGNED FOR AGES:
2 to 12

Bailey Estates Park
Williams Bay, WI 53191

06/05/2024

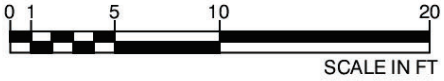
Lee Recreation, LLC
142-186543-1

Designer: Denise Stalinger



NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

AREA: 2,360 SQ. FT.



OVERALL BOUNDING OF USE ZONES
Area: 2295.5 sq.ft.
Perimeter: 197.8 ft.
STRUCTURE SIZE: 62' 3"x61' 8"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
15	11 / 6	10 / 0	0 / 0	6 / 4	3 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

LEE RECREATION, LLC
PROVIDING FUN ACROSS WISCONSIN SINCE 1995

Office (800) 775-8937
Fax (608) 423-7655

260 W. Main Street
Cambridge, WI 53523

info@leerecreation.com
www.leerecreation.com

DATE: June 10, 2024

TO: Village of Williams Bay
Attn: Wayne Edwards
250 Williams St.
Williams Bay, WI 53191

SOURCEWELL ID #: 140055

PROJECT NAME: Bailey Estates Park
PROJECT LOCATION: 421 Cumberland Dr.
Williams Bay, WI 53191

FROM: Jeff Thompson
RE: Playground Proposal **#142-186543-1**

BURKE "Play That Moves You" – Sourcewell Contract #010521-BUR

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
142-186543-1	Synergy Structure	$34,372.00	$34,372.00
550-0201	Single Post Swing Assembly	$ 1,553.00	$ 1,553.00
550-0202	Single Post Swing Add-On Bay	$ 1,293.00	$ 1,293.00
550-0111	2- Belt Swing Seats	$ 123.00	$ 246.00
550-0099	2- Tot Swing Seats	$ 221.00	$ 442.00
Discount	7% Discount Per Sourcewell Contract #010521-bur		($ 2,653.42)
Assembly	Assembly/Installation		$11,375.00
Freight	Delivery of Equipment		$ 1,200.00
Open Market EWF	105yd³ Engineered Wood Fiber Surfacing, Delivered Only		$ 2,730.00
	TOTAL		**$50,557.58**

Quote accepted by:_____**Date:**_____

- TERMS: Net 30 from ship date for equipment & freight; Net 30 from completion date for all remaining
- Marking of Private Lines, Site Preparation, Security of Site and Site Restoration is the responsibility of the Customer
- Lead-Time: 10-12 weeks upon receipt of order
- Quote effective: **Until 07-07-2024**

PROPOSAL #: 142-186544-1

BAILEY ESTATES PARK OPTION 2

MADE IN WISCONSIN

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250



COLOR KEY

- BLACK
- BURGUNDY
- TAN
- GREEN
- GRAY/BLACK
- BLACK/GRAY

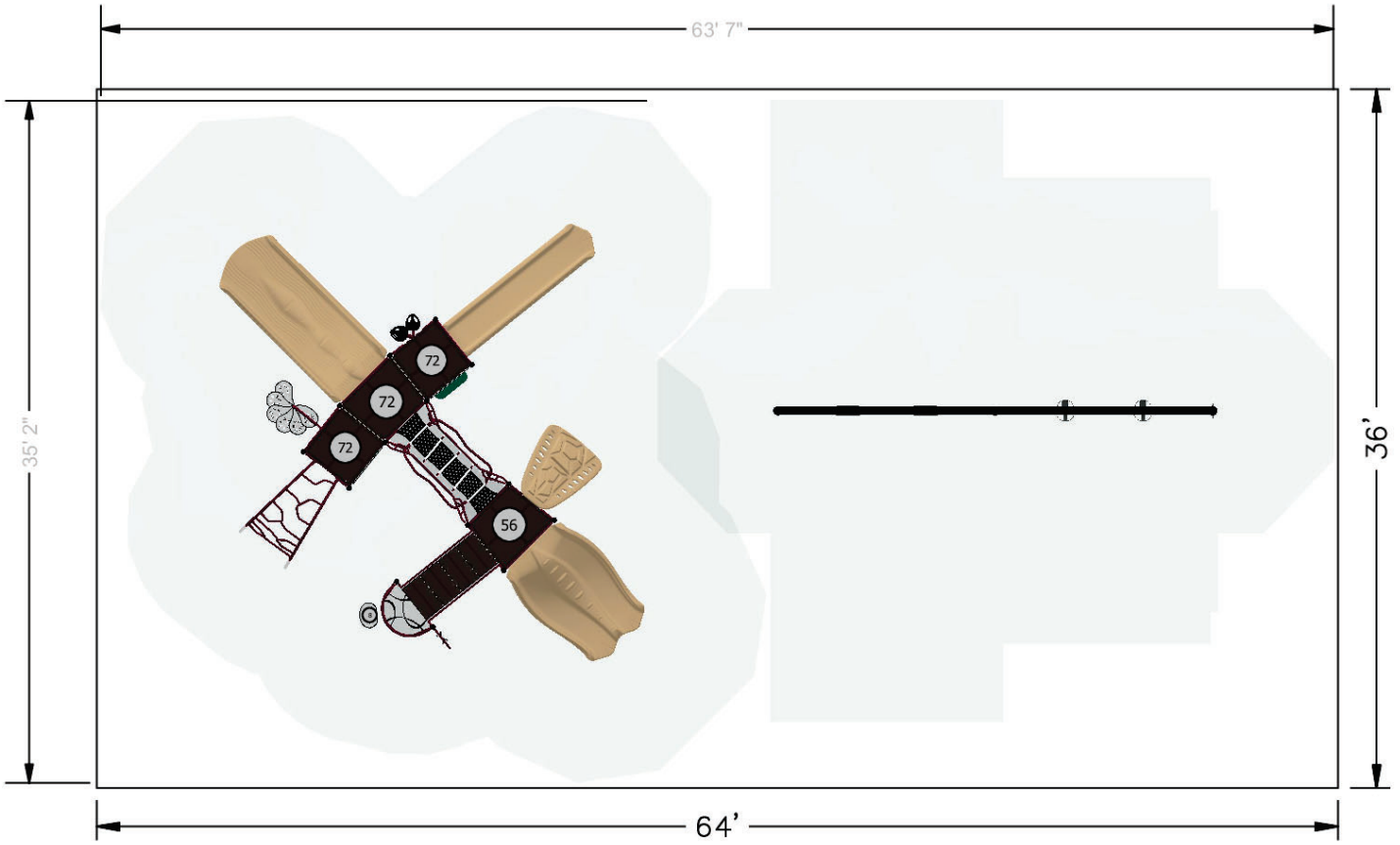
LEE RECREATION LLC

3D Designer: Felicia

SERIES Burke Basics | Synergy

GROUP:
Structure|Freestanding

DESIGNED FOR AGES:
2 to 12



NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

AREA: 2,310 SQ. FT.



Bailey Estates Park
Williams Bay, WI 53191

Burke
PLAY THAT MOVES YOU.

06/05/2024

Lee Recreation, LLC
142-186544-1

Designer: Denise Stalinger

SITE PLAN VIEW

OVERALL BOUNDING OF USE ZONES
Area: 2233.9 sq.ft.
Perimeter: 197.4 ft.
STRUCTURE SIZE: 25' 2"x63' 7"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
16	11 / 6	4 / 0	0 / 0	7 / 4	4 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

LEE RECREATION, LLC

Office (800) 775-8937
Fax (608) 423-7655

260 W. Main Street
Cambridge, WI 53523

info@leerecreation.com
www.leerecreation.com

PROVIDING FUN ACROSS WISCONSIN SINCE 1995

DATE: June 10, 2024

TO: Village of Williams Bay
Attn: Wayne Edwards
250 Williams St.
Williams Bay, WI 53191

SOURCEWELL ID #: 140055

PROJECT NAME: Bailey Estates Park
PROJECT LOCATION: 421 Cumberland Dr.
Williams Bay, WI 53191

FROM: Jeff Thompson
RE: Playground Proposal #**142-186544-1**

BURKE "Play That Moves You" – Sourcewell Contract #010521-BUR

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
142-186544-1	Synergy Structure	$37,617.00	$37,617.00
550-0201	Single Post Swing Assembly	$ 1,553.00	$ 1,553.00
550-0202	Single Post Swing Add-On Bay	$ 1,293.00	$ 1,293.00
550-0111	2- Belt Swing Seats	$ 123.00	$ 246.00
550-0099	2- Tot Swing Seats	$ 221.00	$ 442.00
Discount	7% Discount Per Sourcewell Contract #010521-bur		($ 2,880.57)
Assembly	Assembly/Installation		$12,350.00
Freight	Delivery of Equipment		$ 1,200.00
Open Market EWF	102yd³ Engineered Wood Fiber Surfacing, Delivered Only		$ 2,652.00
	TOTAL		**$54,472.43**

Quote accepted by:_____**Date:**_____

- TERMS: Net 30 from ship date for equipment & freight; Net 30 from completion date for all remaining
- Marking of Private Lines, Site Preparation, Security of Site and Site Restoration is the responsibility of the Customer
- Lead-Time: 10-12 weeks upon receipt of order
- Quote effective: **Until 07-07-2024**

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

EDGEWATER PARK OPTION 3

PROPOSAL #: 142-182288-1

MADE IN WISCONSIN



COLOR KEY

- BLUE
- GOLD
- GRANITE
- GRAY
- BLUE/YELLOW
- GRAY/BLACK

LR LEE RECREATION LLC

3D Designer: Christian

AREA: 4032 SQUARE FEET
NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

N

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
38	13 / 7	4 / 0	0 / 0	27 / 4	10 / 3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 4989.9 sq.ft.
Perimeter: 286.5 ft.
STRUCTURE SIZE: 10"x83' 6"
POST SIZE(S): 5"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics | ShadePlay Max | Synergy | RockIt

SITE PLAN VIEW

GROUP:
Structure|Shade|Freestanding

DESIGNED FOR AGES:
2 to 12

Edgewater Park-Williams Bay
Wild Rose, WI 54984

03/22/2024

Lee Recreation, LLC
142-182288-1

Designer: Brandy Janke

LEE RECREATION, LLC
PROVIDING FUN ACROSS WISCONSIN SINCE 1995

Office (800) 775-8937
Fax (608) 423-7655

260 W. Main Street
Cambridge, WI 53523

info@leerecreation.com
www.leerecreation.com

DATE: March 27, 2024

TO: Village of Williams Bay
250 Williams St.
Williams Bay, WI 53191

SOURCEWELL ID #:140055

PROJECT NAME: Edgewater Park
PROJECT LOCATION: Attn: Wayne Edwards
5 E. Geneva St.
Williams Bay, WI 53191

FROM: Jeff Thompson
RE: Playground Proposal **#142-182288-1**

BURKE "Play That Moves You" – Sourcewell Contract #010521-BUR

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
142-182288-1	Nucleus Structure	$63,302.00	$63,302.00
550-0201	Single Post Swing Assembly	$ 1,553.00	$ 1,553.00
550-0202	1- Single Post Swing Add-On	$ 1,293.00	$ 1,293.00
550-0111	2- Belt Seats w/ Standard Chain	$ 123.00	$ 246.00
550-0099	2-Tot Swing Seats w/ Standard Chain	$ 221.00	$ 442.00
570-2745	Orb Rocker	$ 8,947.00	$ 8,947.00
570-2745	Orb Rocker Footer	$ 661.00	$ 661.00
580-0172	4- 6' Traditional Bench w/ Back	$ 758.00	$ 3,032.00
560-2573	KidForce Spinner	$ 940.00	$ 940.00
560-2756	ShadePlay Max Single Post 16' x 16' x 8'	$ 5,764.00	$ 5,764.00
Discount	10% Discount Per Sourcewell Contract #010521-bur		($ 8,618.00)
Discount	Additional Discount		($ 4,210.00)
Discount	Orb Rocker Footer Discount		($ 661.00)
Assembly	Assembly/Installation		$25,854.00
Freight	Delivery of Equipment		$ 1,500.00
OPEN MARKET			
Border TIM	66-4' Border Timbers		$ 2,970.00
EWF	175 yds Engineered Wood Fiber Delivered		$ 4,725.00
	TOTAL		**$107,740.00**

Quote accepted by:_____**Date:**_____

- TERMS: Net 30 from ship date for equipment & freight; Net 30 from completion date for all remaining
- Marking of Private Lines, Site Preparation, Resilient Surfacing and Site Restoration is the responsibility of the Customer
- Lead-Time: 10-12 weeks upon receipt of order
- Quote effective: **Until 05-01-2024**

AGREEMENT FOR PLACEMENT OF OUTDOOR BAIT AND TACKLE VENDING MACHINE

This Agreement is made and entered into as of this ___ day of _____, 2024, by and between the Village of Williams Bay, a municipal corporation organized under the laws of the State of Wisconsin (hereinafter referred to as "Village"), and Lakeside Bait & Tackle, a business located at 3542 State Rd 50, Delavan, WI 53115 (hereinafter referred to as "Vendor").

RECITALS

WHEREAS, the Village owns and operates the Lakefront Office of the Williams Bay Recreation Department located at 15 E Geneva St, Williams Bay, WI 53191; and

WHEREAS, the Vendor desires to place an outdoor bait and tackle vending machine on the premises of the Lakefront Office; and

WHEREAS, the Village is willing to grant the Vendor the right to place and operate said vending machine in exchange for a percentage of the net sales generated by the vending machine.

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

1. **Placement and Operation of Vending Machine**

   The Village hereby grants the Vendor the right to place and operate one (1) outdoor bait and tackle vending machine at the Lakefront Office of the Williams Bay Recreation Department located at 15 E Geneva St, Williams Bay, WI 53191.

2. **Term**

   The term of this Agreement shall commence on the date first written above and shall continue for a period of one (1) year, unless terminated earlier in accordance with the provisions of this Agreement. This Agreement may be renewed for additional one-year terms upon mutual written consent of both parties.

3. **Revenue Sharing**

   The Vendor agrees to pay the Village ten percent (10%) of the net sales generated by the vending machine on a monthly basis. "Net sales" shall be defined as the gross sales from the vending machine less sales tax and any refunds issued.

4. **Payment Terms**

   Payments to the Village shall be made by the Vendor on or before the tenth (10th) day of each month for the net sales of the previous month. Payments shall be accompanied by a statement detailing the gross sales, sales tax, refunds, and net sales for the period.

5. **Maintenance and Liability**

   The Vendor shall be solely responsible for the maintenance, stocking, and operation of the vending machine. The Vendor agrees to maintain the vending machine in good working order and in a clean and sanitary condition at all

times. The Vendor shall also be responsible for obtaining any necessary permits or licenses required for the operation of the vending machine.

The Vendor agrees to indemnify and hold harmless the Village, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the placement, operation, or maintenance of the vending machine.

6. **Termination**

   Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. Upon termination, the Vendor shall remove the vending machine and restore the premises to its original condition, reasonable wear and tear excepted.

7. **Notices**

   Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or by recognized overnight courier service to the addresses set forth below:

   For the Village: Ryan Knop, Recreation Director Village of Williams Bay Recreation Department 15 E Geneva St Williams Bay, WI 53191

   For the Vendor: Lakeside Bait & Tackle 3542 State Rd 50 Delavan, WI 53115

8. **Entire Agreement**

   This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to the subject matter hereof.

9. **Amendments**

   This Agreement may be amended only by a written instrument signed by both parties.

10. **Governing Law**

    This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Village of Williams Bay

By: _____
Ryan Knop, Recreation Director
Date: _____

Lakeside Bait & Tackle

By: _____
Lakeside Bait & Tackle
Date: _____

Updated 5/20/2024 LAW for Streets Approvals andoodman Input from Baxter and Woodman

LEVY SUPPORTED PROJECTS

	Earmarked	Balance	Notes	
New Police Squad	$65,000	$43,000	Needs update	
New Emergency Vehicle	$85,000	$50,690	Needs update	
New Police Squad	$65,000	$65,000	Not this year	
Police Squad Computers	$15,000	$23,500	Includes County Grant	
Axon Fleet Cameras	$45,000	$45,000	Needs update	
Village Server/IT Upgrades	$20,000	$2,644		
Laserfiche Software	$10,000	$900		
Beach Cleaner	$75,000	$11,237	Complete	
Fire/EMS Equipment	$200,000	$1,020		
Teatre Road Baseball Fence	$15,000	$1,470		
Theater Rd. Restrooms	$100,000	$0		ARPA Funds
Theatre Rd Tennis Courts	$250,000	($9,950)		
Upgrades to Theatre Rd Fields	$25,000	$25,000		
Remove Old Tennis Courts	$30,000	$30,000		
Remodel Lions Field House	$100,000	$92,900		
Three Playgrounds	$200,000	$79,358		
Streets Repaving	$900,000	$108,000		
East Geneva Street	$1,035,000	($108,054)		
Highway 67 North Rebuild	$500,000	$50,876		
Update Beach House	$15,000	$15,000		
Added Projects				
Lake Geneva Dam Repair	$0	$0		
Southwick Creek Dredging	$0	($8,023)		
Subtotal Levy Projects	$3,750,000	$519,568		

SEWER PROJECTS

Mainline Sewer Repairs	$200,000	$95,453	
Hwy 67 North Sewer Rebuild	$600,000	$176,471	
Harris Rd Lift Station	$1,000,000	$620,300	Includes loan
Harris Rd Force Main	$500,000	$500,000	
Subtotal Sewer Projects	$2,300,000	$1,392,224	

WATER PROJECTS

Reactor Cleaning/Repair	$200,000	($27,932)	
State Rd 67 N Water Rebuild	$1,000,000	$279,994	
Loch Vista Water Main	$1,100,000	$1,100,000	
Chlorination Improvements	$2,800,000	$1,837,054	Includes loan
Southwick Creek Realignment	$500,000	$126,253	

Added Projects

Clover Street Water Main	$0	($47,790)	
Well 2 Pump Replacement	$0	($9,370)	
Well 3 Pump Replacement	$0	$0	Engineering Only
Water Plant Flood Plain	$0	($2,000)	
Highway 67 West Rebuild	$0	$0	Engineering Only
Subtotal Water Projects	$5,600,000	$3,256,209	
Total	**$11,650,000**	**$5,168,001**	

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ _____ Application Date: _____

☐ Town ☒ Village ☐ City of Williams Bay County of _____

The named organization applies for: *(check appropriate box(es).)*

☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning _____ and ending _____ and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association or Agricultural Society ☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Williams Bay Cultural Arts Alliance - Fine Art Fest

(b) Address PO Box 314 Williams Bay, WI 53191
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 10-2013

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:
President Sandra Johnson (See below)
Vice President Pam Ring
Secretary Carol Johnson, 5510 Dorsett Dr. Madison, WI 53191
Treasurer Ray Ring

(g) Name and address of manager or person in charge of affair: Sandra Johnson
2327 Theatre Rd. Williams Bay WI 53191

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Edgewater Park

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Pavillion + Park

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Williams Bay Fine Art Fest

(b) Dates of event July 27 + 28, 2024

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

Officer _____ WB Cultural Arts Alliance
(Signature / Date) (Name of Organization)

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

AT-315 (R. 9-19) Wisconsin Department of Revenue

VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-43-24

A RESOLUTION GRANTING TEMPORARY CLASS "B" FERMENTED MALT BEVERAGE AND TEMPORARY "CLASS B" WINE LICENSE TO WILLIAMS BAY CULTURAL ARTS ALLIANCE FOR THE ANNUAL WILLIAMS BAY FINE ARTS FEST

WHEREAS, on July 1, 2024 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Application for Temporary Class "B"/"Class B" Retailers License by the Williams Bay Cultural Arts Alliance for The Annual Williams Bay Fine Arts Fest on July 27 & 28, 2024; and

WHEREAS, the licensed outdoor beer garden area for fermented malt beverages will encompass portions of the Edgewater Park property that will be set up and operated within the perimeter fenced area with entry monitored and limited to individuals that are a minimum of 21 years old; and

WHEREAS, that a licensed operator will be on the premises at all times to oversee the serving of alcohol; and

WHEREAS, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. "No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board"; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended special permit application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended application and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this 1st day of July 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk