

FIRST AMENDMENT TO ANTENNA SITE LOCATION AGREEMENT

This FIRST AMENDMENT TO ANTENNA SITE LOCATION AGREEMENT ("First Amendment") is made as of the latter signature date hereof (the "Effective Date") by and between CITY OF OCONOMOWOC, a Wisconsin municipal corporation ("Lessor"), and MILWAUKEE SMSA LIMITED PARTNERSHIP, a Delaware limited partnership d/b/a Cingular Wireless ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Antenna Site Location Agreement dated January 30, 1991 (the "Lease"), whereby Lessor leased to Lessee certain real property (the "Leased Premises"), together with easements for ingress and egress and the installation and maintenance of utilities, for the construction, operation, and maintenance of a communications tower and other facilities on the Leased Premises, as more particularly set-forth therein; and

WHEREAS, Lessor and Lessee desire to increase the size of the Leased Premises (i) for the addition of guy wires, and (ii) to accommodate additional telecommunications providers; and

WHEREAS, Lessor and Lessee desire to provide for the automatic renewal of the extension terms of the Lease; and

WHEREAS, Lessor and Lessee desire to make other provisions for the access to the Leased Premises and the facilities located thereon; and

WHEREAS, Lessor and Lessee desire to increase the rent payable to Lessor in consideration for the foregoing.

NOW, THEREFORE, by mutual agreement of the parties and in consideration of the mutual promises, rights and obligations hereinafter set forth, the Lease is hereby amended as of the Effective Date follows:

1. Any capitalized terms used in this First Amendment that are not defined herein shall have the meanings given those terms in the Lease.
2. The terms "SMSA" and "Lessee" may be used interchangeably in the Lease and shall refer to the then-current lessee under the Lease.
3. The terms "the City" and "Lessor" may be used interchangeably in the Lease and shall refer to the then-current lessor under the Lease.
4. **Term.** Paragraph 3 of the Lease hereby deleted in its entirety and replaced with the following:
 - "3. Option to Extend. Lessee shall have the right to extend the term for five (5) successive five (5) year periods as set out below (the "Extension Terms"), on the same terms and conditions as set forth herein.

Original Lease Term:	January 30, 1991 through January 29, 1996
First Extension Term:	January 30, 1996 through January 29, 2001
Second Extension Term:	January 30, 2001 through January 29, 2006
Third Extension Term:	January 30, 2006 through January 29, 2011
Fourth Extension Term:	January 30, 2011 through January 29, 2016
Fifth Extension Term:	January 30, 2016 through January 29, 2021

This Lease shall automatically be extended for each successive extension term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding term.”

5. **Additional Area for Guy Wires.** Lessor and Lessee acknowledge and agree that Lessee will need to install three (3) guy wires from the tower to concrete anchor points approximately forty feet (40’) from the base of Lessee’s tower, in the approximate location depicted on Exhibit A-1 attached hereto (“Guy Wire Area”); provided, however, that such location is subject to change with the written approval of Lessor, such approval not to be unreasonably withheld. Lessor also grants Lessee an easement in, over, across and through Lessor’s real property during the term of this Lease, including any extension terms, for the installation and maintenance of such guy wires and guy wire anchors. Lessee may enclose each guy wire anchor with fencing of a length and width subject to the reasonable approval of Lessor and such Guy Wire Area shall thereafter become a part of the Leased Premises. Exhibit A-1 is hereby added to Exhibit A of the Lease and any reference in the Lease to the Leased Premises or to Exhibit A shall be deemed to refer to Exhibit A and Exhibit A-1. Lessee may replace Exhibit A-1 with a survey.

6. **Additional Rent for Guy Wire Area.** Beginning with the first rent payment due under the Lease after the commencement of the installation of the guy wires, Lessee shall pay to Lessor an additional [REDACTED] per month (the “Additional Rent”). Such Additional Rent shall be subject to the escalations provided in Paragraph 6 of the Lease.

7. **Additional Leased Premises for Sublessees and Licensees.** Subject to the Additional Rent provisions below, Lessor hereby leases to Lessee additional property contiguous to the Leased Premises for three (3) additional sublessees or licensees of Lessee, as depicted on Exhibit A-1 attached hereto (“Additional Leased Premises”), not to exceed Six Hundred (600) square feet for each proposed sublessee or licensee. Lessee’s right to sublease or license the Additional Leased Premises to future personal wireless communication providers is limited to the addition of Telecorp and two (2) additional personal wireless communication providers. Any reference in the Lease to the Leased Premises or to Exhibit A shall be deemed to refer to Exhibit A and Exhibit A-1. The location of proposed equipment, cabinets, and shelters on Exhibit A-1 is illustrative only and is subject to modification by Lessee. In the event Lessee desires to add shelters or cabinets or requires additional real property to accommodate additional sublessees or licensees, Lessee shall obtain the written approval of Lessor, such approval not to be unreasonably withheld. Lessor acknowledges and agrees that Lessor shall not be entitled to receive additional consideration (other than the Additional Rent as provided below) in exchange for such consent provided that the total land space used does not exceed the fenced in area shown on Exhibit A-1.

8. **Additional Rent for Sublessees or Licensees of Lessee.** Lessor hereby consents to the subleasing or licensing of all or a portion of the Leased Premises, including the Additional Leased Premises, and to the installation of cabinets, shelter(s), utility lines and appurtenant equipment by any such sublessees or licensees thereon. In the event that Lessee enters into a sublease or license for all or a portion of the Leased Premises, Lessee shall pay Lessor the sum of [REDACTED] per month (the “Additional Rent”) beginning with the

commencement of each such sublease or license; provided, however, that no Additional Rent shall be due for Milwaukee SMSA Limited Partnership or its subsidiaries or affiliates or for SpectraSite Communications, Inc. or its subsidiaries or affiliates. Such Additional Rent shall be subject to the same annual increase as provided in Paragraph 6 of the Lease. On each anniversary of the commencement date of the Lease (January 30, 1991) following the Effective Date of this First Amendment, the Additional Rent due for any sublease or license commenced during that year shall increase by [REDACTED] of the Additional Rent payable for any sublease or license commencing in the immediately preceding year. For example, if Lessee commences a sublease on February 1, 2003, the Additional Rent due for such sublease is [REDACTED] per month [REDACTED]. The obligation to pay Additional Rent for any sublease or license shall terminate upon the termination of such sublease or license and complete removal of equipment and buildings or cabinets.

9. **City's Antennae.** Paragraph 7.1 of the Lease shall be deleted in its entirety and replaced with the following:

"7.1 City's Antennae. The City has six (6) existing antennae on the Property; one (1) twenty foot whip, one (1) twelve foot whip, and four (4) two foot whips. SMSA hereby grants the City the privilege of (a) transferring the aforementioned antennae onto the Tower, and (b) installing additional antennae as may be necessary for providing the City's Police and Fire Departments with a joint dispatching system, and (c) installing one (1) additional antennae, of a mutually agreed upon type and size, as may be necessary during the term of this agreement (all antennae installed by or on behalf of the City are hereinafter referred to as the "City Antennae"). The City Antennae shall be installed by SMSA or contractors approved by SMSA, at the City's sole cost and expense. Notwithstanding the above, SMSA's requirements for its antennae shall, at all times, have priority over the City Antennae. The size, number and placement of the City Antennae and the location of the cabling and transmission lines shall lie within SMSA's reasonable discretion, taking into consideration certain engineering concerns including, without limitation, wind loading, spacing intervals, and transmission frequencies; provided, however, that the City and SMSA shall mutually cooperate with each other in addressing each party's engineering concerns."

10. **Fencing of Leased Premises.** Lessee agrees to enclose the Leased Premises, including the Additional Leased Premises, with a chain link fence as depicted on Exhibit A-1.

11. **Extension of Access Road.** Lessor hereby agrees to permit Lessee to extend the access road from the existing parking area to the New Access Gate, as depicted on Exhibit A-1, at Lessee's sole cost and expense. Such access road extension shall be covered with asphalt, at Lessee's sole cost and expense. The access road from Highway 16 to the New Access Gate will be maintained by Lessor; provided that the cost of upgrades or modifications to such access road will be paid proportionally by the then-existing users of the access road, including other tenants of Lessor, if any. Notwithstanding the foregoing, any damage to the road due to the installation of new equipment on the Leased Premises shall be the responsibility of Lessee, and any damage to the access road due to the use by the Lessor or its other tenants on the Property shall be the responsibility of Lessor.

12. **Electrical Service.** Each sublessee or licensee of Lessee shall pay for the electricity it consumes in its operations at the rate charged by the City of Oconomowoc Electric Utility. With the exception of electric and water service, Lessee, its sublessees or licensees shall have the right to draw other utilities from the existing utilities on the Property or obtain separate utility service

from any utility company that will provide service to the Property. Electric and water service will be obtained through the City of Oconomowoc Electric and Water Utilities. Standby generators shall only be used if the City Electric Utility is unable to provide service. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Leased Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Property as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for utilities will be at a location acceptable to Lessor and the servicing utility company. All costs associated with obtaining such service shall be the responsibility of Lessee, its sublessees or licensees.

13. **Memorandum of Agreement.** Within thirty (30) days after a written request from Lessee, Lessor agrees to execute a memorandum of agreement in recordable form that sets forth the description of the Leased Premises as amended herein.

14. **Counterparts.** This First Amendment may be executed in duplicate counterparts, each of which shall be deemed an original.

15. All other provisions of the Lease are hereby ratified and shall continue in full force and effect. If there are any inconsistencies between this First Amendment and the Lease, this First Amendment shall govern.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the date first set forth above.

LESSOR:

CITY OF OCONOMOWOC, a Wisconsin municipal corporation

By: [Signature]

By: [Signature]

Name: Gary Kohlenberg

Name: Ardyce Senfleben

Title: Mayor, City of Oconomowoc

Title: Clerk, City of Oconomowoc

Date: 8/7/02

Date: 8/6/02

Approval as to Form

By: [Signature]

Name: G. William Chapman

Title: City Attorney

Date: 8-7-02

LESSEE:

LIMITED PARTNERSHIP
MILWAUKEE SMSA TOWER HOLDINGS, LLC,
a Delaware limited liability company *Partnership* dba Cingular Wireless

By: [Signature]

Name: Brian Wilson
Director of Tower Programs

Title: _____
FEB 18 2003

Date: _____

ANTENNA SITE LOCATION AGREEMENT

THIS ANTENNA SITE LOCATION AGREEMENT ("Agreement") is made as of the date determined pursuant to Section 26 below, by and between CITY OF OCONOMOWOC, a Wisconsin municipal corporation (the "City") and MILWAUKEE SMSA LIMITED PARTNERSHIP, a Delaware limited partnership ("SMSA").

RECITALS

The City owns certain real property located at Sheridan Road and U.S. Highway 16, more particularly described as Lot 2, Block B, Sheldon Park in the City of Oconomowoc, Waukesha County, Wisconsin, Tax Key Nos OCOT 564.012 and 564.025 (the "Property").

SMSA wishes to lease a portion of the Property (the "Leased Premises"), the Access Easement and the Utility Easement as more particularly described on the Plat of Survey No. 90-2770 dated September 25, 1990, prepared by Zimmerman Engineering Corp. of Greendale, Wisconsin, attached hereto as Exhibit A and incorporated herein, as well as construct a tower on the Leased Premises (the "Tower") and place transmission lines and antennae on the Tower and other related equipment on the Leased Premises, including an equipment enclosure to provide telecommunications service to SMSA's customers. All of SMSA's equipment including, without limitation, the Tower, antennae, transmission lines, equipment enclosure, transmission and reception equipment, wiring, conduit, and such other personal property as SMSA may from time to time bring upon the Leased Premises or install upon the Tower for use in the operation of its business at the Leased Premises hereinafter shall be referred to as the "Equipment".

The City is willing to lease the Leased Premises to SMSA, and to allow SMSA to use the Access Easement, the Utility Easement, the Leased Premises and the Equipment for the operation of its telecommunication business, upon the terms and conditions set forth herein.

COVENANTS

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1.0 Grant of Exclusive Rights. During the term of this Agreement and any extensions thereof, the City hereby leases to SMSA the Leased Premises and grants to SMSA the following exclusive rights:

- (a) to enter upon the Leased Premises for the purposes set forth herein and with the City's prior written consent (which consent shall not be unreasonably denied or

(which consent shall not be unreasonably denied or withheld), to remove any existing improvements, trees and growth on the Leased Premises;

- (b) to place SMSA's Equipment on the Leased Premises;
- (c) to construct, alter, modify and improve the Tower, as described in the Construction Plans (the "Improvements");
- (d) to install a transmission line on the Tower, between the equipment enclosure located on the Leased Premises and the antennae located on the Tower, with the transmission cables routed inside the Tower;
- (e) to use the Equipment for the operation of SMSA's telecommunications business and related uses;
- (f) to maintain, repair and replace the Equipment as necessary in the normal course of operation of SMSA's business on the Leased Premises;
- (g) to have access to the Leased Premises twenty-four (24) hours a day; and
- (h) to remove the Equipment upon the expiration or earlier termination of SMSA's rights under this Agreement. Included within the right to construct and install the Improvements shall be the right to install such utility service lines as may be required in SMSA's reasonable judgment for the installation and operation of the Equipment.

1.1 Grant of Non-Exclusive Rights. During the term of this Agreement and any extensions thereof, the City grants to SMSA the following non-exclusive rights:

- (a) to use the Access Easement for ingress and egress seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and SMSA shall have the right to improve the Access Easement by grading and gravel; and
- (b) to use the Utility Easement for the installation and maintenance (whether by SMSA or a utility company) of utility wires, cables, conduits, pipes and other utility transmitters and connectors over, under or upon the ground extending from a point of connection with the utility company's distribution network to the Leased Premises.

2. Term. This Agreement shall be effective for an initial term of five (5) years, commencing on the date this Agreement is dated by the parties in accordance with Section 26 below.

1-30-91 / 1-29-96 = 550 JD

1) 1-30-96 / 1-29-01
2) 01 06
3) 06 11
4) 11 16

3. Option to Extend. SMSA shall have the option to extend the term of this Agreement for up to four (4) additional periods of five (5) years each, upon written notice to the City of SMSA's intention to exercise its option, at least sixty (60) days before the expiration of the then-current term of this Agreement.

4. Year to Year Extension. At the expiration of the term of this Agreement, as it may have been extended by SMSA from time to time as provided above, this Agreement shall be deemed to have been extended by the parties on a year-to-year basis, unless either party notifies the other party in writing at least six (6) months before the expiration of the fourth extension term, that such party chooses to terminate this Agreement rather than have it extended on a year-to-year basis. The rentals during such year-to-year terms shall be [REDACTED] greater than the previous year's rental.

5. Rent. SMSA shall pay to the City, during the original term of this Agreement, an annual rent of [REDACTED] (the "Base Annual Rent") in equal monthly payments of [REDACTED] each on the first day of each month, in advance, at the address set forth in this Agreement for giving notices. The rent for the first partial month of the term of this Agreement shall be prorated on a daily basis and shall be due and payable on the first day of the next subsequent calendar month, along with the first full month's rent.

6. Adjustments to Rent. Effective as of the first day of the first year of the first extension term, and for each year thereafter during the extension term of this Agreement, the Base Annual Rent shall be increased by [REDACTED]

7.0 Improvements. SMSA shall have the right to construct and install the Improvements within the Leased Premises. SMSA agrees that the Tower shall be painted white. The Improvements and the Equipment shall at all times be the property of SMSA and SMSA shall have the right to remove the same upon expiration or early termination of this Agreement, provided, however, that SMSA shall not be required to remove and driveways, sidewalks, foundation, underground piping or wiring or any other fixtures or improvements at or below ground level.

7.1 City's Antennae. The City has six (6) existing antennae on the Property; one (1) twenty foot whip, one (1) twelve foot whip, and four (4) two foot whips. SMSA hereby grants the City the privilege of (a) transferring the aforementioned antennae onto the Tower, and (b) installing additional antennae as may be necessary for providing the City's Police and Fire Departments with a joint dispatching system (all antennae installed by or on behalf of the City are hereinafter referred to as the "City Antennae"). The City Antennae shall be installed by SMSA or contractors approved by SMSA, at the City's sole cost and expense. Notwithstanding the above, SMSA's requirements for its antennae shall, at all times,

have priority over the City Antennae. The size, number and placement of the City Antennae and the location of the cabling and transmission lines shall lie within SMSA's reasonable discretion, taking into consideration certain engineering concerns including, without limitation, wind loading, spacing intervals and transmission frequencies; provided, however, that the City and SMSA shall mutually cooperate with each other in addressing each party's engineering concerns.

8. Repairs and Maintenance. Except for damage caused by the tortious act or omission of the City, SMSA shall, at its sole cost and expense, repair and maintain the Improvements and Equipment installed by SMSA. SMSA and its authorized representatives shall have twenty (24) hour access at all times to the Tower for the purpose of performing SMSA's repair and maintenance obligations under this Paragraph.

9. Installation. SMSA shall be permitted to install its Equipment including, without limitation, antennae and transmission lines on the Leased Premises and to replace the Equipment, or parts thereof, with new or different items having the same or different specifications. SMSA agrees that the installation shall be done in a neat, workmanlike manner consistent with good engineering practices. All costs associated with the installation of the Equipment including, without limitation, the cost of extending utility service to SMSA's Equipment shall be paid for by SMSA.

10. Taxes. The City and SMSA agree that the Leased Premises are tax-exempt at the time of commencement of this Agreement. SMSA shall provide to the City such information as may be required to take continued advantage of any tax exemption available with respect to the Leased Premises pursuant to Wis. Stat. §76.38 (1987-88), as the same may be re-numbered or amended from time to time. In the event the tax-exempt status of the Leased Premises changes during the term of this Agreement, or the City is assessed fees in lieu of such taxes, the parties agree that the net general taxes or fees assessed in lieu thereof shall be fairly and equitably prorated between the City and SMSA.

11. Insurance.

(a) Liability. SMSA shall maintain, at its sole cost and expense, public liability insurance with an initial coverage limit of at least [REDACTED] against any claims for personal injury or property damage relating to or rising from SMSA's use or occupancy of the Leased Premises, for a claim by a single person or for the aggregate of claims by any number of people arising out of a single occurrence. The City shall maintain, at its sole cost and expense, public liability insurance with an initial coverage limit of at least [REDACTED] against any claims for personal injury or property damage relating to or rising from the City's use or occupancy of the Leased Premises, for a claim by a single person or for the

aggregate of claims by any number of people arising out of a single occurrence.

(b) Casualty. SMSA shall maintain, at its sole cost and expense, all perils insurance with extended and replacement cost endorsements insuring its Equipment for its full insurable value. The City shall maintain, at its sole cost and expense, all perils insurance with extended and replacement cost endorsements insuring the City Antennae for their full insurable value.

12. Early termination. Notwithstanding any provision to the contrary in this Agreement, SMSA shall have the privilege of terminating this Agreement at any time upon thirty (30) days' prior written notice to the City on the following terms and conditions:

(a) If SMSA exercises this privilege during the term of this Agreement or any extension thereof, then SMSA shall remove its Equipment and the Improvements from the Leased Premises within a reasonable time and shall repair any damage caused by such removal; provided, however, that SMSA shall pay to the City a sum equal to six (6) times the then-current monthly rent (the "Termination Fee").

(b) If either SMSA or the City is prohibited by law from fulfilling its obligations under this Agreement as a result of an enactment of law or an order issued by a governmental authority or a court of competent jurisdiction, then SMSA shall remove its Equipment and Improvements from the Leased Premises within a reasonable time and shall repair any damage caused by such removal; provided, however, that SMSA shall not be further obligated to the City for the payment of rent under this Agreement, except as provided hereinafter.

(c) If SMSA has not removed all of its Equipment and the Improvements from the Leased Premises or the Tower upon the expiration or earlier termination of this Agreement pursuant to subsections (a) or (b) above or otherwise, then SMSA shall have a reasonable time, not to exceed six (6) months, to remove its Equipment and the Improvements; provided, however, that in addition to the Termination Fee, if applicable, SMSA shall continue to pay rent at the rate in effect during the last month of the term, for each month during which any Equipment and Improvements have not been so removed from the Leased Premises.

(d) Notwithstanding any provision to the contrary herein contained, SMSA hereby grants to the City a right of first refusal to purchase the Tower upon expiration or early termination of this Agreement. The purchase price of the Tower shall be the cost of the Tower, including installation, less depreciation prorated over the remaining useful life of the Tower.

13. Condemnation. If, during the term of this Agreement and any extension thereof, any rights in the Property or the Leased Premises are (a) taken under the power of eminent domain or (b)

granted or surrendered in lieu of condemnation (collectively, a "Taking") and if such a Taking materially interferes with the conduct of SMSA's business at the Leased Premises, then SMSA may choose to terminate this Agreement as of the date of the Taking, by delivering written notice of termination to the City by no later than thirty (30) days following the date of such Taking. In addition, SMSA shall be entitled to make a separate claim against the condemning authority for the value of its unexpired rights hereunder, the costs of finding a new site and relocating its Equipment, the value of any Equipment and Improvements taken by the condemning authority, and any other rights for which SMSA may be entitled to compensation under applicable laws then in effect.

14. Utilities. SMSA shall pay for all utility services it consumes in the Leased Premises. SMSA also shall pay all fees charged by any utility service provider for any connections required for the installation of SMSA's Equipment in the Leased Premises. The City shall pay for all utility services it consumes in the Leased Premises.

15. Laws and Permits. SMSA shall comply with all laws, statutes, ordinances, and regulations governing the conduct of its business on the Leased Premises during the term of this Agreement. The City shall cooperate with SMSA, at SMSA's sole expense, in all efforts by SMSA to secure, maintain, or renew any or all licenses or permits needed for the installation and use of the Equipment and the operation of SMSA's business at the Leased Premises.

16. Interference from/with City Antennae.

The City shall notify SMSA, in advance, about any proposed use of space on the Tower in order to give SMSA an opportunity to raise engineering or interference concerns about the effect that the proposed use might have on SMSA's business being conducted at the Leased Premises. The parties recognize the potential for broadcast interference inherent in multiple use of the Tower for various broadcasting tenants. In order to prevent the occurrence of such interference during the term of this Agreement, the parties agree to the following:

(a) Each party shall take all necessary steps to relieve and correct any interference with the broadcasting activities of the other party caused by such party's use of the Tower. As used herein and throughout the Agreement, "interference" with a broadcasting activity shall mean, (1) interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association ("EIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (2) a material impairment of the quality of either sound or picture signals on a broadcasting activity in any material portion of the protected service area (as such area is or may be defined by the FCC during the period of operation of such activity), as compared with that which would be obtained if no

other broadcaster were broadcasting from the Tower or had any equipment at the Tower.

(b) If interference results from either party's failure to comply with the recommended practices of EIA or the rules and regulations of the FCC, then such party shall remove such interference.

(c) If interference to SMSA's Equipment is caused by the City, then SMSA shall notify the City, by telephone or by other means, of the interference and the City shall, within forty-eight (48) hours of such notice from SMSA, eliminate the interference at the City's cost. If elimination of the interference cannot be achieved within said forty-eight (48) hour period, then the City shall cease all broadcasting and other activities resulting in the interference until such time as the cause of the interference has been determined and an effective solution has been implemented by the City, at its sole cost and expense.

17. Default. If SMSA fails to perform any of its obligations under this Agreement, and if such a default continues for more than thirty (30) days after the City notifies SMSA in writing of the existence and nature of the default, then the City may terminate the rights of SMSA under this Agreement, subject to SMSA's right to remove the Improvements and Equipment upon termination, and the City may recover damages from SMSA arising from such default. If the City fails to perform any of its obligations under this Agreement, and if such a default continues for more than thirty (30) days after SMSA notifies the City in writing of the existence and nature of the default, then SMSA, in addition to any other remedy that may be available to it at law or in equity, may perform the City's obligation on the City's behalf and may offset the expense of doing so against any monthly rent or any other funds due to the City from SMSA. Notwithstanding the above, if a breach of its obligations by either party cannot be cured with reasonable efforts within said thirty (30) day period, the breaching party shall not be in default under this Agreement if such party commences cure efforts within said thirty (30) day period and diligently pursues such cure efforts to completion.

18. Indemnification. To the extent that any and all claims, losses, or liability for personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Premises or the Tower by either party would not be covered by the insurance referred to in Section 19 below, the City and SMSA hereby indemnify and agree to hold each other harmless from any claims, losses, or liability resulting from or arising out of the use and occupancy of the Property by the other party or its agents or employees.

19. Waiver of Subrogation Rights. Each party hereby waives any and all claims that it may have against the other party for any property damage resulting from the negligent acts or omissions or willful misconduct of the other party or its agents or employees,

regardless of whether or not, or in what amounts, such property damage is covered by insurance. Each party shall make sure that its own insurance policies include waiver of the insurer's subrogation rights against the other party.

20. Broker's Commissions. Each party shall pay the fees or commissions of any broker, consultant, or agent with whom it contracted to pay a fee or commission in relation to this transaction and each party hereby indemnifies and holds the other party harmless from liability arising from such claim by a broker who alleges assisting the Indemnitor in lease negotiations.

21. Assignment. SMSA shall not assign the Lease or any of its rights hereunder to any party other than an affiliate of SMSA (i.e., a party controlling, controlled by, or under common control with SMSA) without the prior written consent of the City, which will not be unreasonably withheld or delayed. An assignment to an affiliate shall not relieve SMSA of any of its liabilities or obligations hereunder. The City shall have the right to require any assignee to assume all terms and provisions hereof in writing.

22. Notices. Unless specifically stated otherwise, any notice, request, demand, or other communication between the parties required or permitted under this Agreement shall be in writing and shall be sent first class mail, postage prepaid, to the following addresses, or such other addresses as the parties may designate in writing from time to time, and shall be effective on the third business day after deposit in the U.S. mail:

SMSA: Milwaukee SMSA Limited Partnership
c/o Ameritech Mobile Communications, Inc.
1515 Woodfield Road, 12th Floor
Schaumburg, Illinois 60173
(Attention: Vice President-General Counsel
and Real Estate Manager)
(708) 706-7660

with a copy to: James H. Baxter III, Esq.
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497
(414) 277-5000

CITY: City of Oconomowoc
174 East Wisconsin Avenue
Oconomowoc, Wisconsin 53066
(Attention: Mr. Bruce Campbell, Director
of Utilities and William Chapman, Esq.)
(414) 569-2197

23. Memorandum of Agreement. Upon execution of this Agreement by both parties, the City agrees to execute and deliver to SMSA a short-form memorandum of agreement memorializing this

Agreement, which shall be recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin at the sole cost of SMSA.

24. Quiet Enjoyment. So long as SMSA shall pay the rentals and all other sums herein provided and shall keep and perform all of the terms, covenants and conditions on its part herein contained, the City covenants that SMSA shall have the right to the peaceful and quiet occupancy of the Leased Premises.

25. Miscellaneous.

(a) Failure or delay by either party to exercise any right or remedy at the earliest opportunity shall not be deemed to be a waiver of such right or remedy.

(b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior offers, negotiations, and agreements.

(c) This Agreement shall be governed by the laws of the State of Wisconsin.

(d) No amendment to this Agreement shall be valid unless it is executed on behalf of the duly authorized representatives of both parties.

(e) This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

26. Date of Agreement; When Binding. This Agreement shall be deemed dated the later of the two dates set forth opposite each party's signature. Presentation of this Agreement by SMSA to the City shall not constitute an offer to lease unless such Agreement has been signed by SMSA, and this Agreement shall not be binding until executed by both the City and SMSA.

27. Environmental Matters. Neither the City nor, to the best knowledge of the City, any other person has ever caused or permitted any Hazardous Material (as defined below) to be placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property, or any part thereof, has ever been used (whether by the City, or to the best knowledge of the City, by any other person or entity) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material.

For purposes of this Agreement, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation order or decree regulating, relating to, or imposing liability or standards

of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

SMSA hereby indemnifies the City and agrees to hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against the City as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, omission, discharging or release from the Property of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material) caused by or in control of SMSA.

In all other cases, the City hereby indemnifies SMSA and agrees to hold SMSA harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against SMSA for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material), regardless of whether or not caused by, or within the control of, the City. The provisions of and undertakings and indemnification set out in this Section shall survive the termination of this Agreement.

28. City's Representations. In order to induce SMSA to enter into this Agreement, the City covenants, represents and warrants, as of the date of this Agreement and throughout its term, as follows:

(a) The City owns good and marketable title to the Property subject to no mortgages, liens, encumbrances, easements, covenants, restrictions, judgments, or other title exceptions except for the exceptions described in Chicago Title Insurance Company Commitment No. 1007879 dated August 6, 1990.

(b) The City has full authority to execute, deliver, and perform this Agreement;

(c) The Property and Leased Premises have access to a public road and to all utilities;

(d) The City has not received any notice of violation of any law, county or municipal ordinance, or other governmental requirement affecting the Property, and the City has no reason to believe that any authority contemplates issuing such notice or that any violation exists;

(e) There is no litigation or other proceeding pending or threatened affecting title to or the permitted uses of the Property or Leased Premises;


(f) The City has not filed or is contemplating filing (nor has there been filed or threatened to be filed against the City) any action under any state or federal bankruptcy, insolvency or other similar laws.

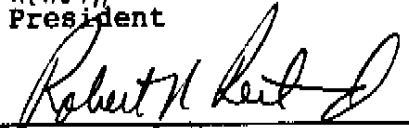
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MILWAUKEE SMSA LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Ameritech Mobile Communications
of Wisconsin, Inc., a Wisconsin
corporation, its sole general
partner

Dated: 10/25/90

By: 
R. J. PACHUTA
Vice President

Attest: 
Robert V. Beilana
Assistant Secretary

CITY OF OCONOMOWOC, a Wisconsin municipal corporation,
FEIN: 39-6005555

Dated: 1-30-91

By: Florence Whalen
Print Name: Florence Whalen
Title: Mayor

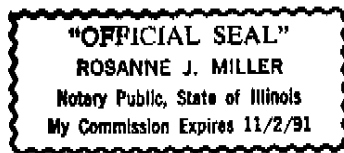
Attest: Dolores Sadleben
Print Name: Dolores Sadleben
Title: City Clerk

AS TO FORM

Approved: William Chapman
Print Name: WILLIAM CHAPMAN
Assistant City Attorney

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

Personally came before me this 25th day of OCTOBER, 1990, the above-named R.J. PACHUTA and Robert W. [unclear] as the Vice President and Assistant Secretary respectively, of AMERITECH MOBILE COMMUNICATIONS OF WISCONSIN, INC., the sole general partner of MILWAUKEE SMSA LIMITED PARTNERSHIP, and acknowledged that they executed the foregoing instrument on behalf of said limited partnership and by its authority, for the purposes set forth therein.



Rosanne J. Miller
Print Name: ROSANNE J. MILLER
Notary Public, COOK County
State of Illinois.
My commission EXPIRES 11/2/91

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 30th day of January, 1990, the above-named Florence Whalen and Ardene Seifleben as the Mayer and the City Clerk respectively, of CITY OF OCONOMOWOC, and acknowledged that they executed the foregoing instrument on behalf of said municipal corporation and by its authority, for the purposes set forth therein.

Eileen J. Maas
Print Name: EILEEN J. MAAS
Notary Public, WAUKESHA County
State of Wisconsin
My commission: 2/3/91

This instrument was drafted by:

Norrie J. Daroga, Esq.
QUARLES & BRADY
411 East Wisconsin Avenue
Milwaukee WI 53202-4497

njd@misc\ASAM11AA

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this 25th day of October, 1990, between City of Oconomowoc, a Wisconsin municipal corporation, having an address of 174 East Wisconsin Avenue, Oconomowoc, Wisconsin 53066, as the Landlord, and Milwaukee SMSA Limited Partnership, a Delaware limited partnership, having an address c/o Ameritech Mobile Communications, Inc., 1515 Woodfield Road, Suite 1400 East, Schaumburg, Illinois 60173 (Attn: Vice President--General Counsel and Real Estate Manager); as the Tenant.

W I T N E S S E T H:

(1) Landlord and Tenant have entered into an Antenna Site Location Agreement (the "Agreement") dated October 25, 1990, granting to Tenant a lease (the "Lease") of premises in the City of Oconomowoc, County of Waukesha, State of Wisconsin, and legally described on Rider A attached to and made a part of this Memorandum (the "Premises"). Tenant intends to construct a tower (the "Tower") on the Premises, and place transmission lines and antennae on the Tower and other related equipment on the Premises.

(2) The initial term of said Lease is five (5) years beginning on October 25, 1990. Tenant has a right to extend the initial term of the Lease for four (4) successive periods of five (5) years each. Said rights of extension are exercisable as follows: The Tenant giving the Landlord written notice of its intention to extend at least sixty (60) days prior to the end of the then current term. The maximum date to which this Lease may be extended is twenty-five (25) years after the Exercise Date, unless at the end of the fourth five (5) year extension term the Lease has not been terminated by Landlord or Tenant as set forth in the Lease, in which case the Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and so on from year to year until terminated by either party in compliance with the Lease.

(3) The Lease contains provisions giving Landlord a right of first refusal to purchase the Tower upon expiration or early termination of the Agreement.

(4) The Lease contains provisions to the effect that all improvements (including fixtures) added to the Premises by Tenant shall be Tenant's property and shall be removed by Tenant within a reasonable period of time after termination of the Lease, except Tenant shall not be required to remove any driveways,

sidewalks, foundation, underground piping or wiring or any other fixtures or improvements at or below ground level.

(5) This Memorandum of Agreement is intended for notification purposes only. The Lease contains additional provisions not included in this Memorandum. In the event of conflict between this Memorandum and the unrecorded Lease, the unrecorded Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Agreement to be executed by their duly authorized officers as of the day and year first above written.

LANDLORD

TENANT

City of Oconomowoc, a
Wisconsin municipal
corporation

By: [Signature]
Name: [Signature]
Title: [Signature]
Attest: [Signature]
Name: City Clerk
Title: Ardyce Santleben
Date: 1-30-91

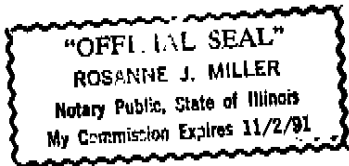
Milwaukee SMSA Limited
Partnership, a Delaware
limited partnership, By its
general partner, Ameritech
Mobile Communications of Wis-
consin, Inc., a Wisconsin
corporation

By: [Signature]
Name: R.J. Pachuta
Title: Vice President
Attest: [Signature]
Name: Robert D. Leland
Title: Assistant Secretary
Date: 10/25/90

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STATE OF ILLINOIS)
) SS.
COOK COUNTY)

Personally came before me this 25th day of OCTOBER, 1990, the above-named ~~Paul Pachira~~ and ~~Robert G. Smith~~ as the Vice President and Assistant Secretary respectively, of AMERITECH MOBILE COMMUNICATIONS OF WISCONSIN, INC., the sole general partner of MILWAUKEE SMSA LIMITED PARTNERSHIP, and acknowledged that they executed the foregoing instrument on behalf of said limited partnership and by its authority, for the purposes set forth therein.



Rosanne Miller
Print Name: ROSANNE J. MILLER
Notary Public, COOK County
State of Illinois.
My commission EXPIRES 11/2/91

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me this 30th day of January, 1990, the above-named Florence Miller and Alvin Gentile as the Mayor and the City Clerk respectively, of CITY OF OCONOMOWOC, and acknowledged that they executed the foregoing instrument on behalf of said municipal corporation and by its authority, for the purposes set forth therein.

Ellen J. Maas
Print Name: ELLEN J. MAAS
Notary Public, WAUKESHA County
State of Wisconsin
My commission: 2/3/91

This instrument was drafted by:

Norrie J. Daroga, Esq.
QUARLES & BRADY
411 East Wisconsin Avenue
Milwaukee WI 53202-4497

↓
1/30/91

RIDER A

LEGAL DESCRIPTION - LEASE SITE

Part of Lot 2, Block B, of the Plat of Sheldon Park, a Subdivision located in the Southeast 1/4 of Section 33, Township 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, described as follows:

Commencing at a concrete monument in a handhole found marking the Southeast corner of said 1/4 Section; thence North $00^{\circ}-01'-12''$ East along the East line of said 1/4 Section 711.75 feet; thence North $89^{\circ}-58'-48''$ West 586.36 feet to the point of beginning of the land to be described; thence South $74^{\circ}-23'-37''$ West 30.75 feet; thence South $15^{\circ}-36'-23''$ East 10.00 feet; thence South $74^{\circ}-23'-37''$ West 19.92 feet to Point "A"; thence continuing South $74^{\circ}-23'-37''$ West 7.26 feet to a chain link security fence, surrounding the existing City of Oconomowoc water tower; thence along said fence North $18^{\circ}-40'-20''$ East 43.57 feet; thence North $74^{\circ}-23'-37''$ East 33.39 feet; thence leaving said fence South $15^{\circ}-36'-23''$ East 26.00 feet to the point of beginning.

LEGAL DESCRIPTION - ACCESS EASEMENT

An access easement 12.00 feet in width, being a part of Lots 1 and 2, Block B of the Plat of Sheldon Park, a Subdivision located in the Southeast 1/4 of Section 33, Township 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, the centerline of which is described as follows:

Beginning at Point "A" in the heretofore described Lease Site; thence South $18^{\circ}-40'-20''$ West 34.20 feet; thence South $46^{\circ}-58'-52''$ East 17.10 feet; thence South $70^{\circ}-17'-25''$ East 24.60 feet; thence North $58^{\circ}-32'-58''$ East 19.55 feet; thence South $63^{\circ}-39'-02''$ East through a gate in the security fence surrounding the existing City of Oconomowoc water tower, 52.64 feet; thence along an existing dirt and gravel road of variable width South $49^{\circ}-03'-24''$ East 171.68 feet to a point of curvature; thence Easterly 35.96 feet along the arc of a curve concave to the Northeast having a radius of 50.00 feet and a chord bearing South $69^{\circ}-39'-36''$ East 35.19 feet to a point of tangency; thence continuing along said road North $89^{\circ}-44'-12''$ East 116.56 feet to a point of curvature; thence Southeasterly 60.83 feet along the arc of a curve concave to the Southwest, having a radius of 50.00 feet and a chord bearing South $55^{\circ}-24'-35''$ East 57.15 feet to a point of tangency; thence South $20^{\circ}-33'-22''$ East 21.47 feet to the West line of the Wisconsin Department of Transportation right of way and the point of termination of said easement centerline, said point being North $00^{\circ}-01'-12''$ East 446.34 feet and North $89^{\circ}-58'-48''$ West 210.00 feet from the Southeast corner of the Southeast 1/4 of said Section 33; the side lines of said easement to be extended or shortened to terminate at the Southerly line of the heretofore described Lease Site and the West line of said highway right of way.