# **City of Dodgeville Water Tower License Agreement**

#### RECITALS

- A. WHEREAS, Dodgeville owns the real property located on West Chapel Street in the City of Dodgeville, Wisconsin, with property tax identification number 216-1165 (the "**Property**") on which it owns, maintains and operates a water tower (the "**Tower**"); and
- B. WHEREAS, Dodgeville and Licensee entered into a Tower Lease Agreement dated December 16, 2008 (the "2008 Lease"). Pursuant to 2008 Agreement, Licensee Leased from Dodgeville (i) space on the Tower for the placement and affixing of no more than 4 antennas at no greater than 15 feet above the highest point of the existing Tower structure, and (ii) 7 feet by 7 feet space inside the base of the Tower for placement of a cabinet to house Licensee's equipment; and
- C. WHEREAS, the 2008 Lease authorized Licensee to place certain telecommunications equipment on and inside the Tower; and
- D. WHEREAS, the parties desire to enter into athis new Agreement to replace the 2008 Lease to update and modify Licensee's existing increase the space available for use by Licensee's equipment.

#### **AGREEMENT**

The Parties agree as follows:

# **ARTICLE 1: LICENSE GRANTED**

- 1.1. Subject to provisions of this Agreement, Dodgeville hereby grants to Licensee:
  - 1.1.1. A license authorizing Licensee to install, maintain, <u>repair</u>, upgrade, <u>and</u> operate <u>replace and remove</u> Licensee's equipment cabinets to house required wireless equipment (the "**Ground Equipment**") within an area no greater than 7 feet by 7 feet inside the base of the Tower (the "**Ground Space**").
  - 1.1.2. A license authorizing Licensee to install, maintain, andrepair, upgrade, operate, replace and remove antennas at no greater than fifteen (15) feet above the highest point of the existing Tower structure (the "Tower Equipment"). The total number of antennae that may be attached by Licensee not to exceed eight (8.)

- 1.1.3. The following temporary, non-exclusive easements, which shall automatically terminate upon the termination or expiration of this Agreement: (i) an "Access Easement" across the Property for ingress and egress to the Ground Space and (ii) a "Utility Easement" across the Property for the installation of utility wires, cables, pipes, conduit, fiber, to connect Licensee's Ground Equipment and Tower Equipment (collectively "Equipment").
- 1.1.4. The privilege to connect Licensee's Ground Equipment and Tower Equipment to a 20 amp, 110VAC electrical power source located on the Property as further described in Section 6.2, and to any such other additional power source as may be placed on the Property by Dodgeville.
- 1.1.5. Upon written consent of Dodgeville, which shall not be unreasonably, withheld, conditioned, or delayed, the right to upgrade, at Licensee's sole expense, the electrical power source located on the Property.
- 1.2. The Property and Tower are collectively referred to as the "**Premises**."

# **ARTICLE 2: TERM**

- 2.1 The "**Initial Term**" of this Agreement shall commence on \_\_\_\_\_<u>July 1</u>, 2025 (the "**Effective Date**") and shall terminate on <del>[date to end]</del><u>June 30, 2029</u>.
- 2.2 Provided that the Licensee is not in default under this Agreement at the end of the Initial Term or any Renewal Term, this Agreement shall automatically extend for 34 additional terms of 4 years (each a "Renewal Term") unless Licensee notifies Dodgeville, in writing, of its intention to terminate this Agreement at least 18090 days prior to the expiration of the then-current term, in which case the Agreement shall terminate at the end of the then-current term during which such notice is given. Notwithstanding anything to the contrary herein, Licensee may terminate any Renewal Term for any or no reason, upon 1 year's written notice to Dodgeville.
- 2.3 Either Party may terminate this Agreement at the end of the fourth and final Renewal Term by giving written notice to the other Party of its intention to terminate this Agreement at least 12090 days prior to the expiration of the final Renewal Terms. If neither Party has given such notice to the other Party, then upon the expiration of the fourth and final Renewal Term, this Agreement shall continue in force upon the same covenants, terms, and conditions for an additional term of one year and for annual terms thereafter (each, an "Annual Term") until terminated by either Party by giving the other Party 12090 days written notice of its intention to terminate this Agreement at the end of the then-current Annual Term.
- 2.4 The Initial Term, any Renewal Term and any Annual Term may be collectively referred to herein and individually as the "Term."

# **ARTICLE 3: LICENSE FEE**

- 3.1 Commencing on the \_\_\_\_\_\_\_\_, 2025 Effective Date, the monthly "License Fee" shall be \$400. The first payment shall be made within 30 days of the Effective Date and thereafter on the 1st day of each month for the term of the License. The Licensee Fee shall increase by 3.5 two percent (2%) each year of the Initial Term and Renewal Terms as well as for each Annual Term.
- 3.2 Within 30 days of the Effective Date, Licensee shall pay to Dodgeville a true up payment in the amount of \$1,994.53.
- 3.2 Licensee shall pay the License Fee to [Location of the payment should go to] or to such other person, firm, or place as Dodgeville may, from time to time, designate in writing at least 30 days in advance of any License Fee payment by written notice.
- 3.3 In the event Licensee fails to timely pay any sums due under this Agreement, Licensee shall pay to Dodgeville a late fee on the total payment due of 1.0% per month.
- 3.5 During the Term of this Agreement, Licensee shall provide Dodgeville:
  - 3.5.1 3.4 Licensee shall provide Dodgeville Licensee's services, broadband internet access service and/or managed services, valued up to \$150 per month for the term of this Leaseto such location or locations, within reasonable distance of the PropertyTower, provided MHTCLicensee can provide its broadband internet access service to those such location or locations without additional cost or expense. For avoidance of doubt, Dodgeville shall be responsible for the cost of any such Licensee broadband internet access service and/or managed services greater than \$150 per month.
  - 3.5.2 Free public wireless internet access to the following locations: (a) Dodgeville City Swimming Pool 501 S. Dacotah St., (b) Centennial Park 301 E. Polk St., and Harris Park 600 Bennet Rd.

# **ARTICLE 4: DISCLAIMERS**

- 4.1 Licensee acknowledges and agrees that Dodgeville has made no representations or warranties express or implied, regarding the physical condition of the Premises or Easements; or the suitability of the Premises or Easements for Licensee's desired purposes, or the state of title of the Property.
- 4.2 Licensee acknowledges and agrees that Licensee is experienced in land acquisition and premises development, that it has conducted or will conduct all necessary and appropriate inspections of the Property; and that Licensee accepts the Property, including the Easements, Tower, and all structures thereon, in "as-is, where-is, and with all faults" condition.

4.3 Dodgeville makes no warranties or representations regarding Licensee's exclusive use of the Premises or Easements; non-interference with Licensee's transmission operations; or that the Premises, Easements, or utilities serving the Premises are fit for Licensee's intended use, and all such warranties and representations are hereby disclaimed.

# **ARTICLE 5: TAXES/ NO LIENS**

- 5.1 Licensee shall have the responsibility to pay any personal property taxes, assessments, or charges owed on the Property that are the result of Licensee's use of the Premises and/or the installation, maintenance, andrepair, upgrade, operation of Licensee's, replacement or removal of the Equipment. Licensee shall be responsible for the payment of all taxes, levies, assessments, and other charges imposed upon the business conducted by Licensee at the Property.
- 5.2 Licensee shall have the right, at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible to pay.
- 5.3 Licensee shall not permit any claim or lien to be placed against any part of the Property or Tower that arises out of work, labor, material, or supplies provided or supplied to Licensee, its contractors, or their subcontractors for the installation, constructionmaintenance, repair, upgrade, operation, maintenance, replacement or removal of the Equipment, or use of the Tower or Property. Upon 30 days prior written notice from Dodgeville, Licensee shall cause any such claim or lien filed by any third party making a claim against, through, by, because of, or under Licensee to be discharged by bonding or letter of credit to give Dodgeville security to protect Dodgeville's interests from the claim or lien. If Licensee elects to obtain a bond, it shall be with a company authorized to provide bonds in Wisconsin.

#### **ARTICLE 6: USE**

- 6.1 <u>Permitted Use.</u> Licensee shall continuously use the Premises solely for the purpose of constructing installing, maintaining, repairing, and upgrading, operating its, replacing or removing the Equipment and uses incidental to such use. All of <u>Licensee's the</u> Equipment shall be installed and maintained, repaired, upgraded, operated, replaced and removed at Licensee's expense and shall be and remain exclusive property of Licensee. Licensee shall not do or permit to be done in, to, on, or about the Property or Tower any act or thing which would violate, suspend, invalidate, or make inoperative any insurance pertaining to the Property or the Tower or any improvements thereto. <u>Licensee shall obtain approval from Dodgeville or Dodgeville's consulting engineer prior to attaching or replacing any Equipment on the Tower.</u>
- 6.2 <u>Utility.</u> Dodgeville shall provide Licensee with electric power, in the manner described in paragraph 1.1.4 above. Licensee shall install at its expense an electrical code-compliant receptacle and may at its expense install UPS filtering equipment, provided the installation,

placement and provision does not materially interfere with the use of the Premises by Dodgeville. Dodgeville shall solely and independently be responsible for the separate metering and billing of Licensee's electric utility service. The electric utility bill for Licensee's electric utility service shall be billed on a monthly, quarterly or annual basis as determined by Dodgeville and shall be payable by Licensee within 30 days of receipt of said bill.

# 6.3 <u>Compliance with Laws.</u>

- 6.3.1 Licensee, at its expense, shall diligently, faithfully, and promptly obey and comply with all <a href="mailto:applicable">applicable</a> federal, state, and local orders, rules, regulations, and laws (collectively, "Laws"), including <a href="mailto:all:(i)">all:(i)</a> environmental laws; (ii) and Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA") rules, that are applicable to operations conducted upon or above the Premises <a href="mailto:and-including-the;">and-including-the;</a> (iii) applicable American National Standards Institute ("ANSI") <a href="mailto:">""Standards for</a> Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in the current ANSI standard or any applicable Environmental Protection Agency rules or regulations that may hereinafter be adopted that supersede this standard. <a href="mailto:Licensee-shall-adhere-to;">Licensee-shall-adhere-to;</a> and (iv) all Occupational Safety and Health Administration safety requirements that are applicable to Licensee's operations conducted upon or above the Property.
- 6.3.2 Licensee shall neither do nor permit any act or omission that could cause the Premises or the use thereof to fall out of compliance with applicable Laws. Licensee shall provide to Dodgeville a copy of any written notice received by Licensee from any governing authority regarding non-compliance with any Laws pertaining to Licensee's operations conducted upon or above the Premises within 30 days of Licensee's receipt of any such non-compliance. Any fines or penalties imposed for improper or illegal installation or operation of any improvements <a href="by-Licensee">by-Licensee</a> on the Premises or for any other violation of Laws <a href="by-Licensee">by-Licensee</a> on the Premises shall be Licensee's sole responsibility.
- 6.3.3 Dodgeville makes no representations or warranties with respect to the Tower's registration with the FCC.
- 6.4 <u>Advertisements.</u> Licensee shall not advertise on the Property or any structure on the Property, except for company identification as required by FCC regulation.
- 6.5 <u>Damage During Installation.</u> Any damage done to the Property, Tower, or surrounding land during installation, operation, maintenance, repair, upgrade, operation, replacement or removal of the Equipment that results from the action or inaction of Licensee or its contractors or subcontractors or the presence of the Equipment shall be immediately repaired at Licensee's expense and to Dodgeville's reasonable satisfaction. Licensee shall pay all costs and expenses in relation to maintaining the structural integrity of the Tower in connection with Licensee's installation and operation of the Equipment.

- 6.6 <u>Maintenance</u>. Licensee shall be responsible for maintenance and security of <u>Licensee'sthe</u> Equipment and shall keep the same in good repair and condition, reasonable wear and tear and damage from the elements excepted, during the Term of this Agreement.
- 6.7 <u>Surveys, Tests, Analyses, and Investigations.</u> Licensee shall have the right to conduct surveys, radio signal propagation tests, structural analyses and any other tests or investigation which Licensee deems necessary or desirable to determine whether or not the Premises is suitable for Licensees permitted use hereunder, provided that such tests shall be at Licensee's sole expense, and shall not damage the Property or Tower or interfere with any other person's use of the Property or Tower. Licensee will comply with the access requirements in Article 7 below prior to conducting such tests, surveys or analysis.

# **ARTICLE 7: ACCESS**

- Licensee shall at all times have unrestricted access to the Equipment; provided, however, 7.1 except in an Emergency (defined below), in order to access the Licensee Equipment, Licensee shall provide Dodgeville with not less than forty-eight (48) hours prior notice by email to or calling . In an Emergency, Licensee shall provide notice to the Call Out List, set forth in Exhibit A, attached hereto. Regardless of whether the Emergency Notice is after hours, on the weekend, or on a holiday, Dodgeville shall provide Licensee and/or its contractor access to the Tower as soon as reasonably possible, and in no event more than two (2) hours from the Emergency notice. Dodgeville shall not charge Licensee for providing access to the Equipment. Dodgeville shall have the right, at its sole expense, to have a representative present during any work on the Equipment. As used in this Agreement, "Emergency" shall include, without limitation, circumstances (a) which are reasonably likely to threaten the health or safety of any individual, or cause physical damage to the Tower, Licensee's Equipment or any other property; or (b) where Licensee's customers are experiencing a degradation, interruption, or outage of service.
- 7.1 Beginning on the date of this Lease as first set forth above, Licensee shall have <u>7.2</u> nonexclusive, unlimited access to the Property and the Tower twenty-four (24) hours per day, seven (7) days a week for the purposes as contemplated herein; provided, however, that Licensee will schedule its non-emergency work on the Tower so as not to interfere with the City's maintenance and repair of the Tower. Licensee shall comply with all local and federal safety regulations and laws, emergencies notwithstanding. Licensee's access to the Tower shall be limited to work performed on Licensee's behalf by qualified tower riggers and other reasonably necessary qualified personnel, hired at Licensee's sole expense. Except in the case of an emergency, Licensee shall provide a minimum of three (3) days' notice before performing any work on the Tower to Licensee's Tower Equipment. No such advance notice is required for work on Licensee's Ground Equipment. The term "emergency" as defined herein shall include without limitation circumstances which are reasonably likely to threaten the life or safety of persons or cause physical damage to property as well as instances where Licensee's wireless broadband communications services customers are experiencing service outages. The conditions of this paragraph are contingent on Federal, State and USDA laws and rules which may govern access to the

property. If a change in law or rules should occur both parties agree to meet and reasonably address access to the location by Licensee based on the current laws and rules. Licensee shall be subject to all emergency operation plans adopted by Dodgeville applicable to the Tower. When accessing the Tower, Licensee's employees, contractors, and agents shall have proper identification. Licensee shall be responsible for maintaining a written record of the names of its employees, contractors, and agents who perform work on the Premises, the nature of the work performed, and the date and time such work is performed. Licensee shall make such records available to Dodgeville upon request.

# ARTICLE 8: MODIFICATION, REPAIR, & REPLACEMENT MODIFICATIONS TO LICENSEE TOWER EQUIPMENT

# 8.1 Modifications Licensee Equipment.

- 8.1.1 Licensee shall not seek to add any additional Equipment or make any other additions, alterations, or improvements to the Premises ("Modification Project")—aside from routine maintenance, repair and replacement on a like-for-like basis (as defined below) of the Equipment—without Dodgeville's prior written approval. Approval of a Modification Project may be subject to an increase in the License Fee and/or the Parties' entering into either an amendment to this Agreement or a replacement Agreement.
- 8.1.1 As of the Effective Date, Licensee's Tower Equipment shall consist of the Tower Equipment set forth in *Exhibit B*, attached hereto (the "2025 Tower Equipment").
- 8.1.2 Licensee shall submit all of the following to Dodgeville in connection with its request for approval of a Modification Project: may maintain, repair, upgrade, and replace the 2025 Tower Equipment with Like-for-Like Equipment without the need for Dodgeville's approval or consent. As used in this Agreement, "Like-for-Like Equipment" shall mean equipment that does not weigh more than one-hundred and twenty percent (120%) of the 2025 Tower Equipment, and does not exceed the restrictions set forth in Section 1.1.2. There shall be no increase in the License Fee, nor shall the Parties be required to enter into either an amendment to this Agreement or a replacement Agreement.
  - 8.1.2.1 Engineering Study/Structural Analysis. If requested by Dodgeville, an engineering study and structural analysis to determine whether the proposed installation of the Modification Project will adversely affect the structural integrity of the Tower.
- 8.1.3 <u>Licensee may not upgrade or replace the 2025 Tower Equipment with equipment that is not Like-for-Like Equipment (a "Modification Project") without Dodgeville's prior written approval, which approval shall nt be unreasonably, withheld, conditioned or delayed. Approval of a Modification Project may be subject to a commercially reasonable increase in the License Fee.</u>
- 8.1.4 <u>Licensee shall submit all of the following to Dodgeville in connection with its request</u> for approval of a Modification Project: Detailed drawings for all proposed

improvements that are part of the Modification Project ("Construction Drawings"). Dodgeville shall use reasonable efforts to complete its review and respond to Licensee with its detailed comments, disapproval or approval of the Construction Drawings within twenty (20) business days of receipt of same.

# 8.2 <u>Additional Project Requirements Work Related to Licensee's Equipment.</u>

- 8.2.1 Licensee's installation of <u>Like-for-Like Equipment or</u> a Modification Project shall be made at Licensee's sole expense and completed in a neat and workmanlike manner in accordance with sound engineering practices; all applicable rules, regulations, and laws; and in strict compliance with the approved Construction Drawings, <u>where applicable</u>.
- 8.2.2 Within thirty (30) days after installation of Like-for-Like Equipment or a Modification Project, Licensee shall provide to Dodgeville electronically formatted as-built drawings ("As-Built Drawings") documenting the Equipment installed on the Property. The As-Built Drawings shall be reviewed and approved by the engineer of record, show the actual location of all of Licensee's Equipment and be accompanied by a complete and detailed inventory of all then-existing and newly installed Equipment.
- 8.2.3 After installation of <u>Like-for-Like Equipment or</u> a Modification Project, Licensee shall address all punch-list items within <del>20</del>thirty (30) days after Licensee or its contractors receive the punch list from Dodgeville or Dodgeville's contractors. If <u>Licensee fails to satisfactorily address all items on the punch list within the 20-day time period, licensee shall pay to Dodgeville a fee of \$100 for each day that Licensee has not completed its obligations under this Section Error! Unknown switch argument..</u>

# 8.3 Repair/Replacement Notice.

- 8.3.1 With the exception of emergencies, Licensee shall submit to Dodgeville advance written notice of the need for and the nature of any repair or maintenance of Licensee's existing Equipment or the replacement of such facilities on a like-for-like basis ("Service Notice"). For the sake of clarity, "like-for-like basis" means that the existing Equipment are replaced with Equipment that are not greater in size (i.e., the dimensions are the same or smaller), weight, and number and that the new Equipment are attached in the same manner as the then-existing Equipment.
- 8.3.2 Once Dodgeville receives a complete Service Notice, Dodgeville will have 15 business days in which to reject or approve, in writing, the proposed replacement or repair work and to seek additional information, if needed. If Dodgeville rejects the Service Notice, Dodgeville shall immediately notify Licensee in writing of its rejection, which shall not be unreasonably withheld, conditioned, or delayed. Dodgeville's notice to Licensee shall specify in detail the reasons for the rejection of the Service Notice or whether Licensee is authorized to proceed with the repair or replacement.

Licensee may resubmit a revised Service Notice as often as necessary until approved by Dodgeville.

- 8.3.3 Emergency. In the case of an emergency Emergency, Licensee shall provide written notice to Dodgeville describing the replacement or repair, as well as an explanation of the reason the repair or replacement constituted an emergency Emergency and did not require prior written notice to Dodgeville, with the written notice being transmitted by Licensee to Dodgeville within 24 hours following the emergency replacement or repair. As used in this Agreement, "emergency" shall be deemed to exist only in instances in which the emergency conditions constitute an immediate threat to the health or safety of the public or an immediate danger to the Tower and its operations. of the Tower Equipment.
- 8.4 <u>Review/Inspection</u>. As directed by Dodgeville, Dodgeville shall review and periodically inspect Licensee's Modification Project beginning with a pre-construction conference and continuing through installation, construction, punch list review, and verification of the post-construction As-Built Drawings. Before Licensee may energize its system (i.e., start-up), all items on the punch list must be substantially completed, as reasonably determined by Dodgeville-inventory of all then-existing and newly installed Equipment.
- 8.5 Responsibility for Professional Costs. Licensee shall reimburse Dodgeville for all third-party professional costs, including legal and engineering fees, that Dodgeville incursbe responsible for the engineering costs of an engineer retained by Licensee in connection with a Modification Project ("Professional Costs"). Payment for Professional Costs incurred shall be due and payable within 30 days of invoice receipt., which engineer shall be approved by Dodgeville, such approval to not be unreasonably withheld, conditioned, or delayed.

# ARTICLE 9: TOWER PAINTING & MAINTENANCE; TOWER EMERGENCY

- 9.1 Relocation of Communications Facilities Licensee's Equipment. Licensee shall remove its cooperate with Dodgeville and its painting and maintenance contractor to temporarily move or relocate the Equipment from the Tower, at Licensee's sole cost and expense, to allow for Tower painting, reconditioning, or similar major maintenance or repair work that Dodgeville, in its sole discretion, determines will require the removal of the Equipment from the Tower is necessary ("Major Maintenance Work"): while maintaining the operability of the Equipment
  - 9.1.1 Dodgeville shall notify Licensee prior to the end of any calendar year during which Dodgeville has planned and budgeted for the give Licensee no less than 365 days' prior written notice of the date of any Major Maintenance Work in the following year. After the contract for such work has been awarded, Dodgeville shall promptly notify Licensee when a preliminary schedule for the work has been established.
  - 9.1.2 Licensee and Dodgeville shall cooperate to ensure that the removal temporary move or relocation of the Equipment on the Tower does not interfere with the Major Maintenance Work or the operations of the Equipment. Licensee shall cooperate with Dodgeville with respect to the Major Maintenance Work and will make its

representatives available to attend meetings with Dodgeville or its contractors (and any other Tower users) related to such work.

- 9.2 Temporary Emergency Relocation. In case of an emergency that requires Dodgeville to remove Licensee's Equipment Dodgeville may do so after giving advance telephone notice to Licensee as soon as practical by calling its 24 hours a day, 7 days a week [Contact information]. In the event the use of the Equipment is interrupted, Licensee shall have the right to maintain a Temporary Tower on the Property in a location approved by Dodgeville. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.
- 9.2 If despite the good faith best efforts of Licensee, Dodgeville and Dodgeville's contractor removal of Licensee's Equipment is required, or an emergency exists which is reasonably likely to threaten the health or safety of any individual, or cause physical damage to the Tower requiring the removal of Licensee's Equipment, then Licensee shall have a reasonable period of time under the circumstances to remove its Equipment; provided, however, Licensee shall have the right, at its sole expense, to place a temporary tower i.e., COW or Cell On Wheels (a "Temporary Tower") on the Property to be able to continue to provide services to its customers. Licensee and Dodgeville shall cooperate regarding the placement of the Temporary Tower on the Property.
- 9.3 If Licensee requires the use of a temporary pole or cell on wheels (collectively, "Temporary Tower"), Dodgeville shall permit Licensee, at Licensee's sole expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Dodgeville and Licensee. Licensee shall cooperate with Dodgeville regarding the placement of the Temporary Tower on the Property. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.

# **ARTICLE 10: LIMITATION OF LIABILITY**

- 10.1 Dodgeville reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and Tower at its sole risk. Notwithstanding the foregoing, Dodgeville shall exercise reasonable precaution to avoid damaging Licensee's Equipment and, if it is aware of or made aware of such damage, Dodgeville shall promptly report to Licensee the occurrence of any such damage caused by Dodgeville. Subject to Sections 9.2 and Section 10.2, Dodgeville agrees to reimburse Licensee for all reasonable costs Licensee incurs for the physical repair of its Equipment damaged by Dodgeville's negligence or willful misconduct, not to exceed the limits of liability for municipal claims established by Wisconsin law.
- 10.2 No provision of this Agreement is intended, nor shall it be construed, to be a waiver for any purpose of any provision of Wis. Stat. §§—893.80, 345.05, or any other applicable notice requirements, governmental immunities, or damages.

# **ARTICLE 11: INDEMNIFICATION**

- 11.1 Indemnification. Licensee and its agents and contractors or their subcontractors Dodgeville (each an "Indemnifying Party") shall defend, indemnify, and hold harmless Dodgevillethe other party and its directors, officers, officials, employees, contractors and agents ("Indemnified Parties") against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Dodgeville under any workers' compensation laws or under any plan for employee disability and death benefits), remediation, costs, and expenses (including reasonable attorney's fees and all other costs and expenses of litigation) (each a "Covered Claim") that may be asserted by any person or entity and arise in any way (including any act, omission, failure, negligence, or willful misconduct) in connection with the construction, maintenance, repair, presence, removal, or operation of the Equipment by Licensee or anyone under the direction or control or acting on behalf of or at the invitation of Licensee or other Indemnifying Party or its directors, officers, officials, employees, contractors and agents use of the Premises, except to the extent Dodgeville's that the Indemnified Parties' negligence or willful misconduct gives rise to such Covered Claim.
- 11.2 <u>Procedure for Indemnification</u>. The following procedures shall apply to <u>Licensee'san Indemnifying Party's</u> indemnification obligations under both **Articles 11 and 12**:
  - 11.2.1 <u>DodgevilleAn Indemnified Party</u> shall give prompt written notice to <u>Licenseean Indemnifying Party</u> of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against <u>Dodgeville, Dodgevillean Indemnified Party</u>, the <u>Indemnified Party</u> shall notify <u>Licenseethe Indemnifying Party</u> no later than 15 days after <u>Dodgevillethe Indemnified Party</u> receives written notice of the action, suit, or proceeding.
  - 11.2.2 Dodgeville's An Indemnified Party's failure to give the required notice shall not relieve Licensee of the Indemnifying f its obligation to indemnify Dodgeville the Indemnified Party unless, and only to the extent, that Licensee the Indemnifying Party is materially prejudiced by such failure.
  - 11.2.3 Licensee The Indemnifying Party shall have the right at any time, by notice to Dodgeville Indemnified Party, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Dodgeville. Dodgevillethe Indemnified Party. The Indemnified Party agrees to cooperate fully with Licensee. If Licensee the Indemnifying Party. If the Indemnifying Party assumes control of the defense of any third-party claim, Dodgeville Indemnified Party shall have the right to participate in the defense at its own expense. If Licenseethe Indemnifying Party does not assume control or otherwise participate in the defense of any third-party claim, Licensee The Indemnifying Party shall be bound by the results obtained DodgevilleIndemnified Party with respect to the claim.

- 11.2.4 If <u>Licenseethe Indemnifying Party</u> assumes the defense of a third-party claim as described above, then in no event shall <u>DodgevilleIndemnified Party</u> admit any liability with respect to, or settle, compromise, or discharge any third-party claim without <u>Licensee's the Indemnifying Party's</u> prior written consent.
- 11.2.5 Licensee shall take prompt action to defend and indemnify the Indemnified Parties against Covered Claims, actual or threatened, but in no event later than notice by Dodgeville to Licensee of the service of a notice, summons, complaint, petition, or other service of a process against an Indemnified Party related to a Covered Claim attributed in any way to the Agreement; the work to be performed under this Agreement; or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of Licensee or other Indemnifying Party. Licensee shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.
- 11.3 <u>Costs. Licensee The Indemnifying Party</u> acknowledges and agrees that it is responsible for reimbursing <u>Dodgevillethe Indemnified Party</u> for any and all costs and expenses (including attorneys' fees) incurred in the enforcement of the indemnification provisions in Articles 11 and 12.

# **ARTICLE 12: ENVIRONMENTAL**

- Licensee shall use its best efforts to ensure that its use of the Property will not generate any Hazardous Substances (defined below). Licensee agrees that it will not store or dispose of on the Property or transport to or over the Property any Hazardous Substances in violation of applicable federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments. Licensee represents that its Equipment dodoes not constitute or contain and will not generate any Hazardous Substances in violation of any applicable federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments. Dodgeville shall otherwise be responsible for addressing any environmental condition or Hazardous Substance on the Property except to the extent the condition is caused by Licensee. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments.
- 12.2 Licensee shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims that may be asserted against or incurred by an Indemnified Party or for which an Indemnified Party may be held liable, which arise from the presence, use, generation, storage, treatment, disposal, or transportation of Hazardous Substances on, into, from, under, or about the Premises or Property by Licensee or anyone under the direction or control of or acting on behalf of or at the invitation of Licensee, specifically including, but not limited to, the cost of any required or necessary repair, restoration, remediation, cleanup, removal, or detoxification of the Premises or the Property and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration or termination of this Agreement,

except only to the extent that Dodgeville's negligence or willful misconduct gives rise to such claim. Dodgeville shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims that may be asserted against or incurred by an Indemnified Party or for which an Indemnified Party may be held liable, which arise from the presence, use, generation, storage, treatment, disposal, or transportation of Hazardous Substances on, into, from, under, or about the Premises by Dodgeville or anyone under the direction or control of or acting on behalf of or at the invitation of Dodgeville, specifically including, but not limited to, the cost of any required or necessary repair, restoration, remediation, cleanup, removal, or detoxification of the Premises and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration or termination of this Agreement, except only to the extent that Licensee's negligence or willful misconduct gives rise to such claim.

# **ARTICLE 13: INSURANCE**

13.1 Licensee shall maintain commercial general liability insurance insuring it against liability for bodily injury, death or damage to personal property arising out of the activities contemplated under this Agreement with combined single limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate. In addition, Licensee shall maintain commercially reasonable insurance appropriate for the uses and activities contemplated under this Agreement, including but not limited to the following: worker's compensation in statutory amounts, employer's liability insurance with combined single limits of \$1,000,000500,000. Dodgeville reserves the right to require increased or additional insurance coverage during the additional terms of the Agreement, consistent with reasonable and prudent business practices. Any policy returned or obtained hereunder (except for worker's compensation and employer's liability insurance policies) shall name Dodgeville as an additional insured and a certificate of insurance shall be provided to Dodgeville upon reasonable request.

# **ARTICLE 14: REMOVAL/BOND**

- 14.1 Removal and Restoration. Upon termination or expiration of this Agreement, Licensee shall have 90 days to: (a) remove the Licensee's Equipment from the Property in a good, efficient, and workmanlike manner, (b) shall repair any damage to the Premises caused by such removal, all at Licensee's sole cost and expense. Before removing any part of the Equipment from the Tower upon termination or expiration of this Agreement, Licensee agrees to provide Dodgeville with reasonable advance notice of its intentions to remove such facilities and agrees to coordinate such removal with Dodgeville.
- 14.2 Removal and Restoration by Dodgeville. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, and does not cure any such failure within 30 days of written notice of such failure by Dodgeville, Dodgeville shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee shall reimburse Dodgeville for Dodgeville's actual costs of such removal and restoration within 60 days of receiving an invoice therefor.

# ARTICLE 15: ASSIGNMENT & SUBLICENSING

- 15.1 Licensee may not sublicense any part of the Premises without Dodgeville's written consent, which shall not be unreasonably withheld, conditioned, or delayed.
- 15.2 Without Dodgeville's approval or consent, this Agreement may be sold, assigned, or transferred to (i) any entity in which Licensee directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in Licensee; or (iii) any entity directly or indirectly under common control with Licensee. Licensee may assign this Agreement to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications CommissionFCC in which the Property is located by reason of a merger, acquisition, or other business reorganization without approval or consent of Dodgeville. As to other parties, this Agreement may not be sold, assigned, or transferred without Dodgeville's written consent, which consent will not be unreasonably withheld, delayed conditioned, or conditioned delayed. No change of stock ownership, partnership interest, or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.
- 15.3 No sale, assignment, or transfer under this Agreement shall be effective until the purchaser, assignee, or transferee agrees in writing to assume all the obligations of Licensee arising under this Agreement. Licensee shall furnish Dodgeville with prior written notice of the sale, transfer, or assignment, together with the name and address of the purchaser, transferee, or assignee.
- 15.4 Nothing contained in this Agreement shall be deemed expressly or by implication to give Licensee any right or power to mortgage Dodgeville's fee <u>simple</u> or any other interest of Dodgeville's in or to the Premises or the Property.

# **ARTICLE 16: NOTICES**

16.1 All notices and demands hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, sent overnight by nationally recognized commercial courier, or sent via email, addressed as follows:

If to Dodgeville: City of Dodgeville

Attn: City Clerk 100 E. Fountain Street Dodgeville, WI 53533 clerk@dodgevillewi.gov

If to Licensee: MH Telecom, LLC d.b.a. MHTC

Attn.: John Van Ooyen 200 East Main St.

Mount Horeb, WI 53572

[Email] John.vanooyen@mhtcinc.com

- Either Party may change its notice address for purposes of this Agreement by giving to the other Party written notice of the address change using one of the methods set out in this Section 16.1.
- 16.2 Notice by mail or courier shall be effective upon actual receipt or refusal of delivery, as evidenced on the receipt obtained from the carrier. Notice by <a href="maileonal">mailemail</a> shall be effective upon <a href="maileonal">sendingreceipt</a>. Except where otherwise provided, a telephone call will not constitute notice. In case of emergency, each Party will attempt to contact the other Party in the most expeditious manner possible.

# **ARTICLE 17: DEFAULT & REMEDIES**

- 17.1 <u>Default by Licensee</u>. The following will be deemed a default by Licensee and a breach of this Agreement:
  - 17.1.1 Licensee's failure to pay the License Fee or any other sums owed to Dodgeville if such amount remains unpaid for more than 15 days after receipt of written notice from Dodgeville of such failure to pay, or
  - 17.1.2 Licensee's failure to perform any other term or condition or failure to correct Licensee's breach of any warranty or covenant under this Agreement within 30 days after receipt of written notice from Dodgeville specifying the failure.
- 17.2 No failure by Licensee under Section 17.1.2, however, will be deemed to exist if Licensee has commenced to cure such default within such 30-day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Licensee's reasonable control. If Licensee remains in default beyond any applicable cure period, Licensee shall have any and all rights available to it under law and equity.
- 17.3 In the event of any uncured default by Licensee, in addition to all other rights and remedies available to Dodgeville at law, in equity, or under this Agreement, Dodgeville shall have the right to serve a written notice upon Licensee that Dodgeville elects to terminate this Agreement upon a specified date not less than 10 days but no more than 30 days after the date of serving such notice, and this Agreement shall terminate on the date so specified as if that date had been originally fixed as the termination date of the Term granted. In the event this Agreement is so terminated, Licensee shall promptly pay to Dodgeville a sum of money equal to the total of any unpaid amounts due under the Agreement, including the License Fee accrued through the date of termination.
- 17.4 <u>Default by Dodgeville</u>. The following will be deemed a default by Dodgeville and a breach of this Agreement:
  - 17.4.1 Dodgeville's failure to provide access to the Premises within 48 hours of a request for access under Article 7.

- 17.4.2 Dodgeville's failure to perform any other term or condition or its breach of any warranty or covenant under this Agreement within 30 days after receipt of written notice from Licensee specifying the failure.
- 17.4.3 No failure of Dodgeville <u>under Section 17.4.2</u>, however, will be deemed to exist if Dodgeville has commenced to cure the default within such 30-day period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Dodgeville's reasonable control. If Dodgeville remains in default beyond any applicable cure period, Licensee shall have any and all rights available to it under law and equity.
- 17.4.4 In the event of an uncured default by Dodgeville-under Section 17.4.2, Licensee will have, in addition to all rights and remedies available to it at law, in equity, or under this Agreement. However, Licensee's sole remedy for Dodgeville's failure to timely provide access under Section 18.4.1 shall be the right to seek specific performance. Licensee shall have the right to serve a written notice upon Dodgeville that Licensee elects to terminate this Agreement upon a specified date, and this Agreement shall terminate on the date so specified as if that date had been originally fixed as the termination date of the Term granted.

# ARTICLE 18: CASUALTY & DECOMMISSIONING

- 18.1 If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligence of License or anyone under the direction or control or acting on behalf of or at the invitation of Licensee, so as to render it substantially unusable for Licensee's intended use, in Licensee's reasonable discretion, the License Fee shall abate until Dodgeville, at Dodgeville's expense and sole option, restores the Tower to its condition prior to such damage. If Dodgeville elects not to restore the Tower, it shall give Licensee written notice of such election within 30 days of the casualty event rendering the Tower substantially unusable for Licensee's intended use and this Agreement shall immediately terminate.
- 18.2 If Licensee is unable to install a Temporary Tower or its functional equivalent in a mutually agreed-upon location for Licensee's use during the Tower repairs or Dodgeville does not begin repairs within 30 days following the date the Tower was damaged, Licensee shall have the right to terminate this Agreement by giving Dodgeville written notice thereof, as long as Licensee has not resumed operations upon the Property.
- 18.3 Dodgeville, in its absolute discretion, may decommission and dismantle the Tower at any time. Dodgeville shall give Licensee no less than 365 days' prior written notice of the date by which Licensee's Equipment must be removed from the Property in accordance with Article 14. This Agreement will terminate at the end of the 365-day notice period (or at a different time) if both Parties agree to such termination date in writing.

ARTICLE 19: ADDITIONAL PROVISIONS NON-INTERFERENCE Subsequent to the installation of Licensees Tower Equipment, Dodgeville shall not permit itself, its lessees or

licensees (i.e., other tenants), to install equipment on the Tower, Property or property contiguous thereto owned or controlled by Dodgeville, if such equipment is likely to cause interference with Licensee's operations. Such interference shall be deemed a material breach of this Agreement by Dodgeville. In the event interference occurs, Dodgeville agrees to take all action necessary to eliminate such interference. If the interference cannot be eliminated within forty-eight (48) hours after receipt of written notice from Licensee to Dodgeville, Dodgeville shall temporarily disconnect the electric power and shut down such of its or its other tenants' operations (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference to the reasonable satisfaction of Licensee. In the event Dodgeville fails to comply with this paragraph, Licensee may terminate this Agreement without any further obligation to pay the License Fee and/or pursue other remedies available under this Agreement, at law or in equity.

- Municipal Authority. Nothing in this Agreement shall be construed to waive any obligation or requirement of Licensee to obtain all necessary approvals, licenses, and permits (if any) from the City of Dodgeville in accordance with its ordinances and usual practices and procedures, nor limit or affect in any way the right or authority of the City of Dodgeville to approve or reasonably disapprove any plans or specifications or to impose reasonable limitations, restrictions, and requirements on the Premises or Equipment as a condition of any such approval, license, or permit.
- 19.2 <u>Condemnation</u>. If a condemning authority takes all of the Premises, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for the use which Licensee was then making of the Premises, this Agreement shall terminate on the date title vests in the condemning authority.
- 19.3 Work Performed by Dodgeville. Any work performed or service provided by Dodgeville, the cost of which is Licensee's responsibility under this Agreement, shall be charged out at Dodgeville's annually adopted fully loaded labor rate ("Labor Rate") and transportation rate ("Transportation Rate"), which rates shall include a charge for administrative and general costs. Dodgeville will invoice Licensee for such costs, which invoice shall be due and payable within 30 days of its receipt. Upon Licensee's request, Dodgeville will provide Licensee with documentation of Dodgeville's Labor Rate and Transportation Rate for the then-current year.
- 19.3 19.4 Further Assurances. Dodgeville and Licensee agree, as part of the basis of their bargain for this Agreement, to cooperate fully in executing any and all documents, including but not limited to amendments to this Agreement, necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 19.4 19.5 Binding Upon Execution. The Parties agree that this Agreement is not binding on either Party until fully executed.
- 19.5 <u>19.6 Subordination.</u> Dodgeville agrees that if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Dodgeville shall promptly

- provide to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement.
- 19.7 <u>Survival</u>. The provisions of the Agreement relating to indemnification, insurance, and removal of Licensee's Equipment shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 19.6 Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 19.9 Interpretation. This Agreement is the result of negotiation by the Parties and each Party had the opportunity to consult legal counsel with respect to this Agreement prior to execution. Nothing in this Agreement or any amendment to it shall be construed more strictly for or against either Party because that Party or its attorney drafted this Agreement or any portion of it.
- 19.8 19.10 Entire Agreement. This Agreement, including its recitals, contains all agreements, promises, and understandings between Dodgeville and Licensee with respect to the subject matter of this Agreement, and no verbal or oral agreements, promises, or understandings shall be binding upon either Dodgeville or Licensee in any dispute, controversy, or proceeding at law.
- 19.9 <u>19.11</u> Amendment. Any amendment or modification of this Agreement shall be void and ineffective unless made in writing and signed by both Parties.
- 19.10 19.12 Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance is, to any extent, held invalid or unenforceable, the remainder of the section, subsection, term, or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term, or provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- <u>19.13 Headings</u>. The headings of articles, sections, and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify, or alter the meanings of the articles, sections, or subsections.
- 19.12 19.14 <u>Time of the Essence</u>. Time is of the essence with respect to each Party's obligations under this Agreement.
- 19.13 19.15 No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights, and such Party shall have the right to enforce such rights at any

- time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 19.14 19.16 Successors. The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of each of the Parties, except that no sale, transfer, or assignment by Licensee shall vest any right in the purchaser, transferee, or assignee unless all of the requirements set forth in Section 15.3 have been satisfied.
- 19.15 19.17 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means, such as .pdf, DocuSign, or similar format. The Parties agree that delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement to the same extent as an original signature.
- 19.16 Authority. Each Party warrants to the other that the person or persons executing this Agreement on the Party's behalf have the full right, power, and authority to enter into and execute this Agreement on such Party's behalf.

# **ARTICLE 20: DODGEVILLE OBLIGATIONS**

- 20.1 Aviation Hazard Marking. Dodgeville agrees to be solely responsible for full compliance, at all times, with any and all applicable laws relating to the Tower including, but not limited to, marking, lighting, maintenance, inspection, recording and notification requirements of the FAA or other aviation regulatory body for the FCC.
- 20.2 Tower Maintenance. Dodgeville represents that it has the right and responsibility to repair and maintain the Tower. If the Tower is damaged for any reason, other than a negligent or wrongful act or omission of Licensee or its contractors, so as to render it substantially unusable for Licensee's intended use, rent shall abate for such a period until Dodgeville, at its expense, restores the Tower to its condition prior to such damage. In the event that the time to complete restoration of the Tower exceeds thirty (30) days, Licensee shall have the right to terminate this Agreement without any further obligation to pay rent.

[Signature page to follow]

The Parties have formed this Agreement as of the Effective Date.

# City of Dodgeville

Signature:
Date:
Name:
Title:
Title: (City Mayor)
Signature:
Date:
Name:
Title:
(City Clerk)
MH Telecom, LLC By:
Signature:
Date:
Name:
Title:
(CEO/General Manager)

# EXHIBIT A

# **DODGEVILLE CALL OUT LIST**

<u>Name</u> <u>Email Address</u> <u>Telephone Number</u>

# **Summary report:**

Litera Compare for Word 11.6.0.100 Document comparison done on		
6/30/2025 7:18:08 AM		
Style name: Default Style		
<b>Intelligent Table Comparison:</b> Active		
<b>Original DMS:</b> nd://4919-8983-7650/1/3 24 2025 Dodgeville Water Tower		
License Agreement draft (Dodgeville Draft).docx		
<b>Modified DMS:</b> nd://4914-2193-6465/1/Dodgeville Water Tower License		
Agreement 2025 06-27 - clean.docx		
Changes:		
Add	184	
Delete	151	
Move From	0	
Move To	0	
<u>Table Insert</u>	0	
Table Delete	0	
<u>Table moves to</u>	0	
Table moves from	0	
Embedded Graphics (Visio, ChemDraw, Images etc.)	0	
Embedded Excel	0	
Format changes	0	
Total Changes:	335	