

Sprint



Together with NEXTEL

Sprint Nextel
12502 Sunrise Valley Drive
Reston, VA 20196

RECORD VERIFICATION LETTER

November 7, 2007

WHITEWATER, CITY OF
P O BOX 690
WHITEWATER, WI 53190

Re: Site Name and Site Number: WHITEWATER WATER TOWER - ML33XC014
Site Address: Cravath Street & Wood Street Milwaukee, WI 53224

SENT VIA CERTIFIED MAIL RECEIPT

7007 2560 0000 5838 0522

Dear Sir/Ms.:

We are conducting an internal audit of all site leases entered into by Sprint, to verify that our lease records are accurate and complete. As part of that verification process, we request that you confirm the accuracy of the following information regarding your lease with Sprint as of January 1, 2008.

Lease Commencement Date:	7/20/1999
Rent Commencement Date:	7/20/1999
Renewal Options Extend Until:	7/19/2024
Initial Term Length:	5 Years
Renewal Term Length:	5 Years
Quantity of Renewal Terms:	4
Next Payment Date [on or after January 1, 2008]:	7/20/2008
Current Rent [as of January 1, 2008]:	\$10800.00
Payment Frequency:	Annually
Amount Past Due	\$0.00
Lease Escalator	20% Per Term
Next Escalation Date	7/20/2009

*Lease comes up (20 years)
July 2019*

Please check your records for this information and advise us, in the space below, whether this information conforms with your records. After signing, please return this letter to:

Sprint Nextel
Lease Audit
12502 Sunrise Valley Drive
Reston, VA 20191
Attn: Thomas Linn

A self-addressed envelope is enclosed for your convenience.

Please direct any future notices under the above lease agreement or any questions to the Landlord Hotline at (800) 357-7641.

The above information agrees with our records as of January 1, 2008 with the following exceptions, if any:

N/A

If no response is provided to this request within 15 days of receipt, then the above information will be assumed to be accurate and Sprint Nextel will be entitled to, and will, rely on the representations in its records contained in this letter. By not responding to this letter, you are confirming that as of the date of this letter, the information contained herein concerning Sprint Nextel's lease payment obligations are complete and accurate. Accordingly, your failure to so respond constitutes agreement that the payments made will not be disputed with respect to any financial obligation that have become due prior to the date of this letter.

WHITEWATER, CITY OF

Name and Title:

Dean Fischer, Public Works Director

Signature and Date:

Dean Fischer

11/15/07

ORIGINAL AT CITY HALL
AT


◆ **Sprint PCS**

9701 West Higgins Road, 3rd Floor
Rosemont, Illinois 60018
Telephone 847-384-3211
Fax 847-384-3250

VIA FEDERAL EXPRESS

August 9, 1999

Gary W. Boden
City Manager
312 W. Whitewater St.
Whitewater, WI 53190

RECEIVED

AUG 10 1999

Office of City Clerk

RE: **NOTICE OF EXERCISE OF LEASE AGREEMENT**

Lease Agreement dated June 18, 1999, by and between City of Whitewater and Sprint Spectrum L.P., Inc., a Delaware limited partnership, for site ML33XC014A located at Cravath St. and Wood St., Whitewater, WI.

Dear Mr. Boden:

This letter shall serve as notice that Sprint Spectrum L.P., hereby elects to exercise the Agreement cited above. Enclosed please find a fully executed Lease Agreement. As a result, as of the date hereof, the Agreement shall constitute a lease agreement with respect to the property more particularly described therein on the terms and conditions set forth in the Lease Agreement.

The first annual rent of \$9,000.00 as set forth in Paragraph 4 of the Lease Agreement, will be sent shortly under separate cover.

Thank you and please do not hesitate to contact me if you have any questions in this regard.

Sincerely,



Andrea M. Termini
Property Specialist

Enclosure

MCS/2017

**LEASE AGREEMENT BETWEEN,
City of Whitewater AND
SPRINT SPECTRUM L.P.**

**[FOR USE WITH A WATER TOWER OR OTHER EXISTING
MUNICIPAL STRUCTURE.]**

License Agreement dated effective June 18 1999,
by and between City of Whitewater and SPRINT SPECTRUM L.P.,
a Delaware limited partnership, with its principal office at 1233 North Mayfair
Road, Suite 301, Milwaukee, Wisconsin 53226 ("Company").

RECITALS

- A. City owns certain real property, consisting of, among other things, a watertower and surrounding property, located in the City of Whitewater, Walworth County, Wisconsin, as more particularly described in the attached Exhibit A (the "Property").
2. Company desires to install, maintain and operate on the Property certain communications facilities described in the plans and specifications attached hereto as Exhibit B (the "Communications Facilities").

NOW, THEREFORE, FOR VALUABLE CONSIDERATION AND INTENDING TO BE BOUND, CITY AND COMPANY AGREE AS FOLLOWS.

1. Recitals. The Recitals are incorporated and form part of this Agreement.
2. Lease. City hereby leases to Company a part of the Property and grants to Company the nonexclusive right to access, install, maintain, and operate the Communications Facilities on part of the Property, in the specific locations designated on a site plan or survey attached hereto and incorporated herein as Exhibit C (the "Premises"). Company shall make no other use of the Premises.

3. Term.

a. The initial term of this Agreement shall be for a period of five (5) years, commencing on the earlier of ninety (90) days after the last date of execution of this Agreement by either of the parties or the date of issuance of a building permit for the Communications Facilities (the "Commencement Date"). Provided that Company is not then in default, this Lease shall automatically renew for up to four (4) successive five (5) year renewal terms unless the Company notifies the City of its intention not to renew the Lease at least sixty (60) days prior to the expiration of the initial term or any renewal term. If

Company gives such notice to the City, this Lease shall terminate upon expiration of the term during which notice was given.

b. Prior to the Commencement Date, the Company shall have right of free ingress and egress to the Premises pursuant to the Entry and Testing Agreement attached hereto as Exhibit "D", which shall be executed by both the Company and City upon execution of this Agreement. The Entry and Testing Agreement shall permit the Company to conduct such surveys, structural strength analysis and other testing as the Company may deem necessary, at its sole cost and expense. Such testing may include some or all of the items referenced in Exhibit "D". At any time on or before the Commencement Date, the Company may cancel and terminate this Agreement by providing written notice to City. Upon City's receipt of the notice, this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder.

4. Rentals.

a. During the initial term of this Agreement, Company shall pay to City an annual base rent of nine thousand Dollars (\$ 9,000), payable in advance on or before the Commencement Date and each annual anniversary date of the Commencement Date.

b. Upon the commencement of each renewal term, the annual base rent shall be increased by twenty percent (20%) over the annual rent in effect during the immediately preceding term or renewal term, as applicable.

c. In the event that Company fails to timely pay annual rent to City, Company shall pay to City a late fee on the total payment due of 3% per month.

d. All consideration to be provided by Company to City shall be paid or provided to City without offset.

5. Compliance With Laws. Throughout the term of this Agreement, Company shall use the Premises solely for the purpose of constructing, maintaining and operating facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Company by the Federal Communications Commission ("FCC"). Company, at its expense, shall diligently, faithfully and promptly wholly obey and conform with all federal, state and local orders, rules, regulations and laws, including all FCC and Federal Aviation Administration ("FAA") rules, in relation to any of its business, activities or other operations conducted upon, above or adjacent to the Premises. Company shall pay, as they become due and payable, all fees, charges, taxes and expenses in connection with all licenses and permits required for Company's use of the Premises.

6. Installation and Maintenance of Communications Facilities

a. Company shall, at its sole cost and expense, install, operate, and maintain the Communications Facilities on the Premises. Company's installation of the Communications Facilities shall be completed in a neat and workmanlike manner consistent with sound engineering practices and in strict compliance with Exhibit B. All work shall be performed either by Company or by a fully qualified independent contractor who carries all insurance required under Paragraph 11 and who has been approved in writing by City before such contractor has done any work on the Premises. Regarding any independent contractor employed by Company to work on the Premises, certificates of all insurance coverages required under this Agreement shall be provided to City by Company prior to the commencement of any work upon the Premises by such contractor. The Communications Facilities shall remain the exclusive property of Company.

b. Company, at its expense, and within thirty (30) days after the installation of the Communications Facilities, shall provide to City "as built" drawings of the Communications Facilities installed on the Premises which show the actual location of all Communications Facilities. Such drawings shall be accompanied by a complete and detailed inventory of all Communications Facilities actually placed on any City-owned tower or other structure located on the Property (a "Structure"), all of which shall be attached hereto and incorporated herein as Exhibit E.

c. Any damage done to the Property during installation or during operations shall be immediately repaired at Company's expense and to City's satisfaction. Company shall not permit any claim or lien to be placed against any part of the Property that arises out of work, labor, material or supplies provided or supplied to Company, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Communications Facilities.

d. Company shall design, place and improve all of its Communications Facilities in a manner that will keep negative environmental and aesthetic impact held to a minimum practical level.

e. If permitted by the servicing utility, Company shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Premises and shall pay all costs associated therewith directly to the servicing utilities. If not permitted to separately meter electricity, Company at its sole cost and expense, shall install an electric submeter at the Premises to measure Company's usage of electricity in connection with its Communications Facilities. The parties acknowledge and agree that in the event of submetering, City shall be billed by the servicing utility for all electricity used at the Premises by either City or Company and that Company shall pay the estimated cost of electricity used by Company at the Premises to City annually in advance as a payment in addition to the annual rent. Initially, Company's estimated cost of electricity shall be Six Hundred Dollars (\$600.00) per year. The parties shall read Company's submeter annually on the anniversary of the Commencement Date to determine Company's actual usage of

electricity for the prior year. In the event that the actual cost of electricity used by Company exceeds the annual advance estimated payment made by Company for the prior year, Company shall pay the difference to City within thirty (30) days. In the event that the actual cost of electricity used by Company is less than the total annual advance estimated payment made by Company, Company shall not be entitled to, and City shall not be required to pay, the difference to Company. The annual cost of electricity shall be computed at the current public utility rate. After each annual reading of the submetered cost of Company's electricity usage, the estimated annual advance payment made by Company in addition to its license fees shall be adjusted to an amount equal to the annual electricity cost for the prior year.

f. Company, at its expense, shall have sole responsibility for the maintenance, repair, and security of its Communications Facilities and shall keep the same in good repair and condition during the term of the Agreement.

g. A landscaping plan for the Premises shall be proposed by the Company and subject to the review and approval of City prior to the Commencement Date. Company, at its expense, shall install and maintain its landscape according to the approved landscape plan, which shall be attached hereto and incorporated herein as Exhibit F.

h. City will notify Company at least forty-five (45) days in advance of the date when any City-owned Structure to which the Communications Facilities are attached or in which they are housed is scheduled to be painted. City will select, after consulting with Company, which of the following two options will be used. Option 1: Shortly before the painting date, Company, at its sole expense, shall place a temporary antenna array on a crane parked near the site. Company will then remove the antennas from the Structure and the painting will proceed as it normally does. Once the painting is finished, Company, at its sole expense, will then re-attach the antennas where they were and will have them painted to match the newly painted Structure. Option 2: The painting contractor will bid on the cost of painting the Structure without the Communications Facilities. The contractor will then bid on the cost of painting the Structure with Company's antennas left in place. The contractor will then proceed to paint the Structure with Company's antennas left in place. Company shall reimburse City for the difference between the two bids.

i. Any additional costs for servicing or maintaining the Premises that are due to the presence of the Communications Facilities, including additional driveway asphalt and snow plowing/ice control, shall be the responsibility of Company and shall be paid by Company.

7. Modifications. Company shall not update or add to the Communications Facilities nor shall it make any additions, alterations or improvements to the Premises or Property without the City's prior approval. Company shall submit to City a proposal for any such modifications and any supplemental materials as may be requested for City's evaluation and approval. If approved, such modifications shall be made at Company's sole expense and only upon

it first obtaining all necessary governmental approvals and permits for such modifications. On making such modifications, Company shall provide to City updated as built drawings in the manner specified in Paragraph 6(b). Notwithstanding any provision of this Paragraph to the contrary, without obtaining City's prior consent, the Company shall have the right to: (a) make additions, alterations or improvements to the Company's equipment housed within any building or enclosure on the Premises; and (b) replace any or all of its equipment installed on or about any Structure with replacement equipment of a substantially similar kind, which is reinstalled in substantially the same place and position and is of substantially the same size and weight as the replaced equipment.

8. Studies. Prior to approving any installation under Paragraph 6 or modification requiring City approval under Paragraph 7, the Company shall provide City with copies of: (i) if applicable, any interference study or studies prepared by the Company or its agents to determine whether Company's proposed installation or modification will interfere with the electronic equipment of City, other tenants or licensees of the City or nearby property owners; and (ii) an engineering study or studies prepared by the Company or its agents to determine whether the proposed installation or modification will adversely affect the structural integrity of any part of any Structure.

9. Access.

a. Company shall not be entitled to exclusive use or occupation of the Premises, but understands and agrees that its use and occupation is to be joint, but not necessarily equal to, use and occupation by City and/or one or more of City's other licensees or tenants, if any. Company shall have unlimited access to all parts of the Premises, except any Structure, over those portions of the Property designated on Exhibit C as access areas. Company shall only have access to any Structure by means designated by City, subject to notice requirements to City in Paragraph 9(c).

b. Company shall supply to the City a list of types or categories of professionals that it requests be given access to any Structure ("Designated Professionals"). City shall not give access to any Structure to any person who does not provide adequate credentials as a Designated Professional at the time access is required.

c. If Company or a Designated Professional requires access to any Structure or any part thereof, Company shall contact _____ Dick Fero _____ at the following telephone number _____ 414-473-0543 _____. During construction of Company's Communications Facilities, access to each Structure shall be provided by City to Company's Designated Professionals at no charge to Company. If access is required after completion of construction at any time during the term of this Agreement, Company shall, on demand, pay to City the rate of pay customarily paid to the person who provides Company with such access, including any overtime factors. City shall respond to Company's access request within two (2) hours.

d. Company shall have exclusive access rights to its Communications Facilities located on the Premises, provided that the Company shall admit City, its employees or its agents to any part of the Premises used or occupied by Company to inspect the same upon reasonable advance notice to Company.

10. Interference.

a. Company's installation, operation, and use of the Communications Facilities shall not damage or interfere in any way with City's operations or related repair and maintenance activities. In the event it is determined that interference exists, Company, at its expense, shall provide immediate relief from that interference. City, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property and to temporarily interfere with Company's Communications Facilities as may be necessary in order to carry out any such activities. City agrees to give reasonable advance notice of such activities to Company and to reasonably cooperate with Company to carry out such activities with a minimum amount of interference with Company's transmission operations.

b. Company warrants and represents that the Communications Facilities and the installation, operation and maintenance of the Communications Facilities shall not interfere with the operation of City's electronic equipment, wherever located on the Property, whether existing or installed at some future date, or with the currently existing electronic equipment of any other of City's licensees or tenants located on the Property, or of nearby property owners. If such interference occurs, immediately upon receipt of notice from City of such interference, Company shall promptly take all steps necessary to correct and eliminate the interference at Company's cost. If the interference cannot be eliminated within ten (10) days of Company's receipt of City's written notice, Company shall cease its operations and Company shall not resume its operations until such time as Company has effectively eliminated the interference. If Company is unable to eliminate the interference within a reasonable period of time, Company shall have the option to terminate this Agreement and remove the Communications Facilities from the Premises. Upon such termination, the Company shall forfeit any prepaid rentals but neither party shall have any further rights or obligations hereunder.

c. City makes no warranties or representations regarding Company's exclusive use of the Premises or non-interference with Company's transmission operations or that the Premises or utilities serving the Premises, if any, are fit for Company's intended use and all such warranties and representations are hereby disclaimed. Notwithstanding the above, City agrees that each of its lease or license agreements with other tenants or licensees at the Property shall contain a provision substantially the same as Paragraph 10(b) and that City shall enforce such provision in a nondiscriminatory manner with respect to all of its tenant or licensees.

11. Insurance.

a. General. At all times during the term of this Agreement, Company shall keep in force and effect all insurance policies as outlined below, issued by a company or companies licensed to do business in the state of Wisconsin. Such insurance will be primary. All of Company's contractors and all of their subcontractors who perform work on the Property shall carry, in full force and effect, workers compensation, comprehensive public liability and automobile liability insurance coverages of the type that Company is required to obtain under this paragraph with the same limits. Fifteen (15) days prior to the effective date of the Entry and Testing Agreement and prior to each insurance policy expiration date during the term of this Agreement, Company will furnish City with a Certificate of Insurance. The Certificate shall reference this Agreement and the workers compensation and property insurance waivers of subrogation required by this Agreement. City will be given thirty (30) days advance notice of cancellation or nonrenewal of insurance by the insurance company during the term of this Agreement. City, its council, boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insureds") shall be named as additional insureds under all of the policies, except business interruption and worker's compensation policies, which shall be so stated on the Certificate of Insurance. All policies, other than worker's compensation, shall be written on an occurrence and not on a claims made basis. All policies may be written with deductibles, not to exceed One Hundred Thousand Dollars (\$100,000.00). Company shall defend, indemnify and hold harmless City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this section.

b. Workers Compensation and Employers' Liability Insurance. Statutory workers compensation benefits and employers' liability insurance with a limit of liability no less than \$100,000 each accident. Company will require subcontractors and others not protected under its insurance to take out and maintain such insurance.

c. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.

d. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

e. Builder's Risk Insurance. At the start of and during the period of any construction, builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Communications Facilities. Upon completion of the installation of the Communications Facilities, Company shall substitute for the foregoing insurance the policy specified under Paragraph 10(h).

f. Umbrella Liability Insurance. Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$10,000,000 each occurrence, \$10,000,000 aggregate.

The aforesaid limits of liability may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease City's or Company's exposure to risk.

g. Worker's Compensation Waiver of Subrogation. City shall not be liable to Company, Company's contractors or their subcontractors, for any injuries to Company's employees or those of its contractors or their subcontractors arising out of or in connection with this Agreement including any and all work of any type performed upon the Premises or Property, including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Property unless caused by the intentional acts or omissions or negligence of City or any of its employees or agents.

Except as set forth above, Company and Company's contractors and their subcontractors shall each waive any and all rights of recovery from City for worker's compensation claims made by their respective employees and will obtain such waiver from their worker's compensation insurer. Company, for itself and its contractors and their subcontractors, agrees that the indemnification and hold harmless provisions within this Agreement extends to any such claims brought by or on behalf of any employee of Company, any contractor of Company or their subcontractors.

h. Property Insurance. Each party will be responsible for maintaining property insurance on its own buildings and other improvements, including all equipment, fixtures, utility structures, fencing, or support systems that may be built or placed upon the Property to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance. Alternatively, each party may elect to self-insure against such exposures.

12. Damage or Destruction of Structure. If any City-owned Structure is destroyed or damaged, in no way due to the act or inaction of Company, to an extent that in the sole judgment of Company, materially and substantially limits Company's effective use of the Communications Facilities, Company may terminate this Agreement by giving written notice to City. Whether or not Company terminates this Lease, Company's rental payments shall be pro-rated for that year as of the date that the Structure becomes unusable and the pro-rated amount shall be promptly returned to Company. In the event that Company does not elect to terminate this Agreement and City restores the Structure, Company's payments hereunder shall resume on the date that the Structure is first available for Company's use. Regardless of any other provisions contained in this Agreement, City shall have no obligation to rebuild or restore any part of the Structure in the event of any such damage or destruction.

13. Indemnification. Company shall defend, indemnify and hold harmless City and all associated, affiliated, allied and subsidiary entities of City, whether existing now or in the future, and their respective officials, officers, departments, agencies, counties, boards, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, claims, costs, damages, expenses, demands, lawsuits or disputes (including reasonable attorney fees and other costs and expenses of litigation) arising in any way from: (i) any condition, occurrence or accident upon the Property which causes injury or illness to any person or persons whomsoever or to any property whatsoever, arising in any way from the installation, presence, operation, maintenance or removal of the Communications Facilities, unless caused by the intentional acts or omissions or negligence of City or its employees or agents; (ii) work, labor, material or supplies provided or supplied to Company, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Communications Facilities, including any claim or lien arising therefrom; and (iii) Company's breach of any warranty, representation or other provision of this Agreement. This indemnification language specifically includes, among other things, any and all liability related to or associated with exposure to electromagnetic fields or radio frequencies.

14. Environmental. Company represents and warrants that its use of the Premises will not generate any hazardous substances and that it will not unlawfully store or in any manner dispose on the Property or unlawfully transport to the Property any hazardous substances and that its Communications Facilities do not constitute or unlawfully contain and will not generate any hazardous substance, hazardous facility, hazardous waste, pollutant, or contaminant as any of those may be defined under federal, state, or local laws. Company further represents and warrants that, except for batteries used to power generators and other equipment, in the event of breakage, leakage, incineration or other disaster, its Communications Facilities would not release such hazardous wastes or substances. Company shall defend, indemnify and hold harmless City from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees arising from or due to the release, threatened release, storage or discovery of any such hazardous wastes or substances caused by the Company.

15. Taxes, No Liens. Company shall pay and be responsible for any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the Premises and the Communications Facilities. If any sales, use, income or other tax is ever assessed or levied against the annual rentals or other charges payable by Company under this Agreement or that otherwise relates in any way to this Agreement, Company shall pay that tax upon demand by City. Company shall not do anything which might cause or result in and shall not permit the filing of a lien against any part of the Property, whether filed against City or Company.

16. Assumption of Risk. Company undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about the Property.

17. Limitations. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability. No indemnification provision contained in this Agreement shall be construed to in any way limit any other indemnification provision contained in this Agreement.

18. Default. Company shall be deemed in default hereunder upon occurrence of any of the following events: (i) Company defaults in the payment of the annual rentals or any other sums to City when due, and does not cure that default within fifteen (15) days; (ii) Company defaults in the performance of any other term of this Agreement or any other agreement between Company and City and does not cure that default within thirty (30) days after written notice thereof by City; provided that such period shall be extended as reasonably necessary in the event that Company is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days; (iii) Company abandons or permanently vacates the Premises; (iv) Company files for relief under federal bankruptcy laws or makes any assignment for the benefit of creditors; or (v) Company becomes insolvent.

19. Remedies on Default. In the event of any default by Company, City may, in addition to any other remedy it may have under law, serve a written notice upon Company that City elects to terminate this Lease upon a specified date not less than ten (10) calendar days after the date of serving such notice, and this Lease shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted herein. In the event this Lease is so terminated, Company shall immediately pay City a sum of money equal to the total of: (i) the unpaid consideration accrued through the date of termination; (ii) all consideration reserved for the balance of the current five (5) year term of this Agreement (as if the term had not expired as a result of termination); and (iii) all other amounts necessary to compensate City for damages caused by Company's failure to perform. Company shall not be released from any liability for the annual rentals fee hereunder by reason of City's repossession of the Premises or by City's taking any other legal proceedings available to it upon such default, nor shall a termination of this Agreement

following a default release Company from liability for the payment of the annual rentals as herein provided.

20. Termination of License.

a. Company may terminate this Agreement at any time after the Commencement Date and during the term hereof by providing written notice to City in the event that: (i) any license, permit or other governmental approval or authority is canceled, expires or is withdrawn or terminated and Company is no longer authorized to operate its Communication Facilities from the Premises; (ii) due to changes in technology or other events beyond Company's control, Company is no longer able to utilize the Premises for its Communication Facilities; (iii) Section 10(b), above, is applicable; (iv) City commits a material default of its obligations pursuant to this Agreement and City fails to cure such default within thirty (30) days of written notice from Company or within a reasonable extended period of time in the event that City is in good faith proceeding to cure the default with due diligence but is unable to do so within thirty (30) days; or (v) Section 12, above, is applicable. Upon notice of termination pursuant to (i), (ii) or (iii) above, all prepaid license fees shall be retained by City but all further rights and obligations of the parties hereunder shall terminate as of the effective date of Company's notice. Upon a notice of termination pursuant to (iv) or (v) above, Company shall be entitled to a refund of any prepaid license fees as of the effective date of Company's notice and shall have no further rights or obligations hereunder.

b. City may terminate this Agreement at any time after the Commencement Date and during the term of this Agreement by providing written notice to Company in the event that: (i) Section 19, above, is applicable; (ii) City determines that the Property is needed for a special purpose by City or any of its bureaus or departments, which special purpose would exclude Company's Communications Facilities and all other similar uses by any party other than City itself, and City provides Company with six (6) months advance written notice of such termination; (iii) City determines that any Structure to which any of the Company's Communications Facilities are attached, is structurally unsound, is no longer necessary to service the residents of the City or otherwise must be abandoned for any reason, within the City's sole discretion; provided that the City actually dismantles the Structure within six (6) months of such a determination and that Company is permitted to continue to use the Structure in connection with its Communications Facilities until it is dismantled. In the event of a termination by City pursuant to (ii) or (iii) above, Company shall be entitled to a refund of any prepaid license fees and shall have no further rights or obligations hereunder from the date that Company becomes unable to use the Premises for its Communications Facilities.

21. Removal of Communications Facilities.

a. Upon termination or expiration of this Agreement for any reason, Company shall at its expense, promptly and diligently remove all of the Communications Facilities and any other personal property installed in or on the Premises, as reasonably directed by the City, and leave the Premises in the same or better condition as existed prior to the date of this Agreement, reasonable wear and tear excepted.

b. Company shall provide to City prior to the Commencement Date of this Agreement a performance bond, in the amount of Ten Thousand Dollars (\$10,000). The performance bond will be renewed as necessary, to ensure that the Communications Facilities will be removed and the Premises restored at termination or expiration of this Agreement. The City will be named as the obligee in the bond and must approve the bonding Company.

22. No Nuisances. Company shall not perform any acts or carry on any practices upon the Premises which may endanger or injure the Premises, Property, or surrounding area or any person or be a nuisance or menace to adjoining property owners and shall keep the Premises free and clear of debris, rubbish, junk and garbage.

23. Assignment. Company may assign this Lease Agreement at any time, without prior consent of City and without remaining primarily obligated hereunder, to any party controlling, controlled by or under control with the Company or to any party which acquires substantially all of the Company's assets; provided that such successor company shall have a financial net worth which equals or exceeds the Company's at the time of such assignment. Except as set forth above, this Lease Agreement may not be assigned by Company without City's prior written consent. No such assignment shall relieve Company of any obligations hereunder.

25. Regulatory Filings. Upon City's request, Company shall provide City with copies of all petitions, applications, reports and communications submitted by Company to the FCC, FAA or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this Lease or Company's operation of its Communications Facilities.

26. Notices. Except as provided in Paragraph 9(c) above, all notices hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City, to: CITY MANAGER
 312 W. WHITEWATER ST
 WHITEWATER, WI 53190

If to Company, to: Sprint Spectrum L.P.
1233 North Mayfair Road
Suite 301
Milwaukee, Wisconsin 53226
Attn: Engineering and Operations Director

With a copy to: Sprint Spectrum L.P.
Business Law Group
4900 Main Street, 12th Floor
Kansas City, Missouri 64112
Attn: General Counsel

27. Power Density. Company agrees that at all times the power density level emitted from the Communications Facilities shall not exceed the American National Standards Institute's ("ANSI") "Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in the current ANSI standard (ANSI/IEEE C. 95.1-1992 or any ANSI standard which supersedes this standard), any other applicable rules or regulations of the FCC or other local, state or federal laws or regulations.

28. Survival of Provisions. All indemnification obligations of Company under this Agreement, including Paragraphs 11, 13 and 14, shall survive the expiration or earlier termination of this Agreement.

29. Subordination. Company agrees that this Agreement shall be subject and subordinate to any and all mortgages, including all extensions, renewals, amendments, and supplements thereto now or hereafter affecting any part of the Property. Company agrees to execute and deliver promptly any instrument requested by City or any mortgagee or trustee to further confirm the subordination of this Agreement to a particular mortgage; provided that such agreement contains reasonable consent and attornment provisions to guaranty Company's continued right to use the Premises in accordance with this Agreement in the event that the mortgagee or trustee takes control of the Property.

30. Estoppel Certificate. Company shall, at any time and from time to time upon not less than ten (10) days prior request by City, deliver to City a statement in writing certifying to the extent true that: (i) this Agreement is unmodified and in full force (or if there have been modifications, that the Agreement is in full force as modified and identifying the modifications); (ii) the dates to which the Lease fee and other charges hereunder have been paid; (iii) so far as the person making the certificate knows, City is not in default under any provisions of this Agreement; and (iv) such other matters as City may reasonably request.

31. No Limitation on Authority. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of City's rights or powers, including City's authority in enforcement of its municipal ordinances, including its zoning code.

32. Memorandum of Agreement. The parties hereby agree to execute and record a short form memorandum of this Agreement outlining the basic provisions of this Agreement relating to the initial term, the Company's renewal options and access rights and such other basic terms mutually agreed upon by the parties.

33. Reasonable Approval. Except where the terms of this Agreement specifically provide that an approval may be made within the sole discretion of either party, in each case where the approval of either party is required pursuant to the provisions of this Agreement, such approval shall not be unreasonably withheld, conditioned or delayed.

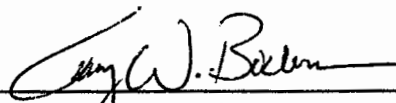
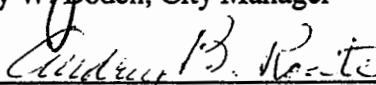
35. Applicable Law and Severability. This Agreement and any interpretation thereof shall be ruled by the internal laws (not merely choice of law provisions) of the State of Wisconsin. If it should be determined by a court of competent jurisdiction that any of the terms hereof are in conflict with any rule of law or statutory provision of the State of Wisconsin, then the term(s) of this Agreement which so conflict with the law of Wisconsin shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof.

36. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. Company and City represent that each has full right, power and authority to sign this Agreement.

37. Reimbursement of Costs. Company shall, on demand, reimburse City for all reasonable costs and expenses of any type City incurs in connection with the negotiation and execution of this Agreement, or any City approval required hereunder, including engineering, legal, and other consulting fees, in a maximum amount of \$_500.00_____.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first written above.

CITY: City of _WHITEWATER_____

By:		<u>6-18-99</u>
	Gary W. Boden, City Manager	Date
By:		<u>6-18-99</u>
	Audrey B. Route, City Clerk	Date

COMPANY: Sprint Spectrum L.P.

By: James J. Meyer

8/3/99
Date

Title: DIRECTOR OF SITE DEVELOPMENT

LIST OF EXHIBITS

Exhibit A	Legal Description of the Property
Exhibit B	Plans and Specifications for the Communications Facilities
Exhibit C	Site Plan or Survey of the Premises
Exhibit D	“As Built” Drawings (to be attached within 30 days after installation of the Communications Facilities)

**EXHIBIT A
LEGAL DESCRIPTION**

CITY OF I
A 31800001 6461 LOT 1 CERT SURVEY NO. 318
CITY OF WHITEWATER WI 53190 RECORDED IN VOL 2 CS
WHITEWATER
Water Tower PG 90 W.C.R. SW 1/4 NE
1/4 SEC 4 T 4 N R 15 E
WHITEWATER CITY OF OUT
OF WUP 24A

**EXHIBIT B & C
SEE ATTACHED DRAWINGS**