

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
October 17, 2011
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – October 3, 2011
5. **Citizen Comments** (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. Unfinished Business
 - A. Receive Plan Commission recommendation and consider approval of a Certified Survey Map to subdivide the property located at 9917 Bain Station Road and 10115 Wilmot Road so that each home is on its own lot.
8. New Business
 - A. Consider Option and Lease Agreement with American Towers LLC for a new cellular communications facility in Prairie Springs Park.
 - B. Consider beverage sales agreement for RecPlex.
9. Village Board Comments
10. Consider entering into Executive Session pursuant to Section 19.85(1)(c) with respect to employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
11. Return to Open Session
12. Adjournment

The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 – 39th Avenue, Pleasant Prairie, WI (262) 694-1400

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
October 3, 2011
6:00 p.m.**

A Regular Meeting of the Pleasant Prairie Village Board was held on Monday, October 3, 2011. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Mike Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Director of Community Development; Paul Guilbert Jr, Fire and Rescue Chief; Brian Wagner, Police Chief; Ruth Otto, Director of Information Technology; John Steinbrink Jr., Director of Public Works and Jane Romanowski, Village Clerk. One citizen attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS – SEPTEMBER 19, 2011**

ALLEN MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY SERPE; MOTION CARRIED 5-0.

- 5. CITIZEN COMMENTS – None.**
- 6. ADMINISTRATOR’S REPORT – None.**
- 7. UNFINISHED BUSINESS (REMAIN TABLED)**
 - A. Receive Plan Commission recommendation and consider approval of a Certified Survey Map to subdivide the property located at 9917 Bain Station Road and 10115 Wilmot Road so that each home is on its own lot.**

John Steinbrink stated no action was needed on this item as it will remain on the table.

- 8. NEW BUSINESS**
 - A. Consider Proclamation designating October 2-8, 2011 Breast Cancer Awareness Week.**

Mike Pollocoff read the Proclamation into the record.

YUHAS MOVED TO APPROVE A PROCLAMATION DESIGNATING OCTOBER 2-8, 2011 BREAST CANCER AWARENESS WEEK IN THE VILLAGE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- B. Consider an award of contract for new voice telephone services for all Village sites.**

Ruth Otto, Director of Information Technology, indicated a request for quotes for new voice telephone services was issued and three companies responded: AT & T, Time Warner Business Class and Paetec. After reviewing the quotes, staff recommends an award of contract to Time Warner Business Class in an amount not to exceed \$2,562.14.

SERPE MOVED TO AWARD A CONTRACT TO TIME WARNER BUSINESS CLASS TO PROVIDE NEW VOICE TELEPHONE SERVICES IN AN AMOUNT NOT TO EXCEED \$2,562.14; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- C. Consider reappointment to the Community Development Authority.**

Mike Pollocoff stated Jill Sikorski serves as an alternate member of the Community Development Authority which carries a one year term. Mr. Pollocoff recommended the re-appointment of Jill Sikorski to the Community Development to October 7, 2012.

John Steinbrink stated Jill Sikorski has been a valuable member of the CDA and that he supports this recommendation.

YUHAS MOVED TO APPROVE THE REAPPOINTMENT JILL SIKORSKI TO THE COMMUNITY DEVELOPMENT AUTHORITY FOR A ONE-YEAR TERM UNTIL OCTOBER 7, 2012; SECONDED BY ALLEN; MOTION CARRIED 5-0.

9. VILLAGE BOARD COMMENTS

Trustees Serpe and Kumorkiewicz expressed their appreciation and congratulations to Paul Guilbert, Jr., Fire & Rescue Chief in his retirement after 25 years of service.

10. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY YUHAS; MOTION CARRIED 5-0 AND THE MEETING ADJOURNED AT 6:10 PM.

(Note: This meeting was not recorded – summary minutes prepared)

Consider the request of Craig Colmar and Waterstone Bank, owners of the property located at 9917 Bain Station Road and 10115 Wilmot Road for approval of a **Certified Survey Map** to subdivide the property so that each home is on its own lot.

Recommendation:

Village staff recommends that the Village Board approve the Certified Survey Map subject to the comments and conditions of the October 17, 2011 Village Staff Report.

VILLAGE STAFF REPORT OF OCTOBER 17, 2011

Consider the request of Craig Colmar and Waterstone Bank, owners of the property located at 9917 Bain Station Road and 10115 Wilmot Road for approval of a **Certified Survey Map** to subdivide the property so that each home is on its own lot.

The petitioners are proposing to subdivide the property located at 9917 Bain Station Road and 10115 Wilmot Road into two lots so that each home is on its own lot.

Lot 1 is proposed to be approximately 1.4 acres with over 300 feet of frontage on Bain Station Road. This property is zoned R-4 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District. The existing house is located at 9917 Bain Station Road will remain on the property. The existing detached garage will also be permitted to temporarily remain within the newly dedicated Bain Station right-of-way and on the property; provided that an Indemnification Agreement is executed by the Owner, which indemnifies and holds the Village, its employees, consultants, agents and successors in interest of the public right-of-way harmless from any and all future liability, loss or damage associated with any potential or future damages that may be caused to the structure or caused by the structure due to its location within the Bain Station Road right-of-way.

Pursuant to the Waiver of Liability and Indemnification and Hold Harmless Agreement, the garage structure shall be removed, at the Lot 1 Owner's expense and with the proper Village permits, when the first of any of the following events occur:

1. Notification from the Village that Bain Station Road is being enlarged or reconstructed adjacent to the Lot 1 property;
2. Notification from the Village that the jurisdiction of Bain Station Road is being transferred to Kenosha County;
3. A subsequent land division of Lot 1 which creates a new buildable lot is proposed;
4. The detached garage is damaged or destroyed by more than 50% of its assessed value due to accident or other acts of God; or
5. If the Village Administrator determines that the garage possesses a danger to the public health, safety and welfare of the traveling public.

Furthermore, the Indemnification Agreement indicates that the garage shall not be enlarged or replaced in any way while it is located within the Bain Station right-of-way and that the Owner, however, may be allowed to conduct minor maintenance to the garage. The Owner may at any time, voluntarily remove the structure with proper razing permits from the Village or may relocate the garage on the property to a compliant location on the property after obtaining the required permits from the Village.

Lot 2 is approximately 167 acres with nearly 400 feet of frontage on CTH C and over 1,200 feet of frontage on Bain Station Road. This wetlands on the property are zoned C-1, Lowland Resource Conservancy District and the non-wetland areas of the property are zoned R-4 (AGO), Urban Single Family Residential District with a General Agricultural District. In addition, portions of the property are located in the 100-year floodplain and are zoned and FPO, Floodplain Overlay District. The existing house and outbuilding will remain on the property with the current address of 10115 Wilmot Road.

The Owners had initially requested the Village Board at its September 19, 2011 meeting to defer the dedication of additional land for the future widening of CTH C and Bain Station Road. As discussed at that meeting, pursuant to the Land Division and Development Control

Ordinance, such a deferral shall only be allowed if the Village Board expressly finds that there are special circumstances justifying the extraordinary act of deferral, the deferral will not adversely affect the public health, safety or welfare, substantial unnecessary hardship will be avoided, and, with respect to any deferral of required public improvements or of required dedications, that a conveyance of any lot(s) in the minor land division prior to the occurrence of the specified event will not make satisfaction of existing or anticipated public improvement or dedication requirements impossible or difficult to achieve. The Village Board, at its September 19, 2011 meeting, did not support the deferral of the dedication of right-of-way and requested this item be tabled. The Village Board indicated that staff should discuss the matter with the Owners and that the CSM shall be revised so that the additional right-of-way adjacent to CTH C and Bain Station Road is dedicated as a condition of approval.

Currently the right-of-way of CTH C adjacent to the property is 66 feet and the ultimate right-of-way is 100 feet; therefore an additional 17 feet of right-of-way shall be dedicated for the future widening of CTH C.

Currently the right-of-way of Bain Station Road adjacent to the property is 49.5 feet and the ultimate right-of-way is 80 feet; therefore, an additional 15.25 feet of right-of-way shall be dedicated for the future widening of Bain Station Road.

The approved Pleasant Farm Neighborhood Plan identifies that a roundabout be considered for the intersection of CTH C and Bain Station Road in the future. Detailed traffic studies will need to be completed prior to any future land division or new development to address this proposed traffic modification. Future improvements may be required at this intersection as a condition of a future land division/development approval. Right-of-way will be required to be dedicated by the owner(s) at that time, at no additional cost to the Village.

The Village staff recommends approval of the CSM subject the above comments and the following conditions:

1. An additional 15.25 feet of right-of-way shall be dedicated along Bain Station Road and 17 feet of right-of-way shall be dedicated along CTH C.
2. The attached Indemnification and Hold Harmless Agreement shall be executed by the Owner of Lot 1 and recorded at the Kenosha County Register of Deeds Office. The petitioner shall verify the legal owner's name of Lot 1 so that the Agreement can be finalized.
3. The following note shall be added to the CSM:
"The detached garage is allowed to remain temporarily within the dedicated Bain Station Road right-of-way. A Waiver of Liability and Indemnification and Hold Harmless Agreement is recorded as a separate document which indemnifies and holds the Village harmless from any actions that may be taken by having the structure in the right-of-way and sets forth when and by whom that the garage shall be removed from Lot 1".
4. The letter "n" in the word "Natural" shall be capitalized in the 2nd Note on page 1 of the CSM.
5. The CSM shall specifically identify that Lot 1 will be owned by Craig Colmar and Lot 2 will be owned by Waterstone Bank.
6. All outstanding taxes and special assessments shall be paid prior to recording the CSM.

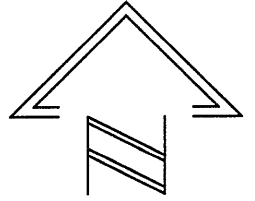
7. The CSM and the Indemnification Agreement shall be executed by all parties and recorded at the Kenosha County Register of Deeds Office within 30 days of the Village Board approval.

CERTIFIED SURVEY MAP NO. _____

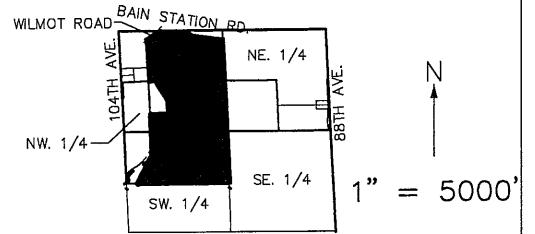
That part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 17 and the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

GRAEF

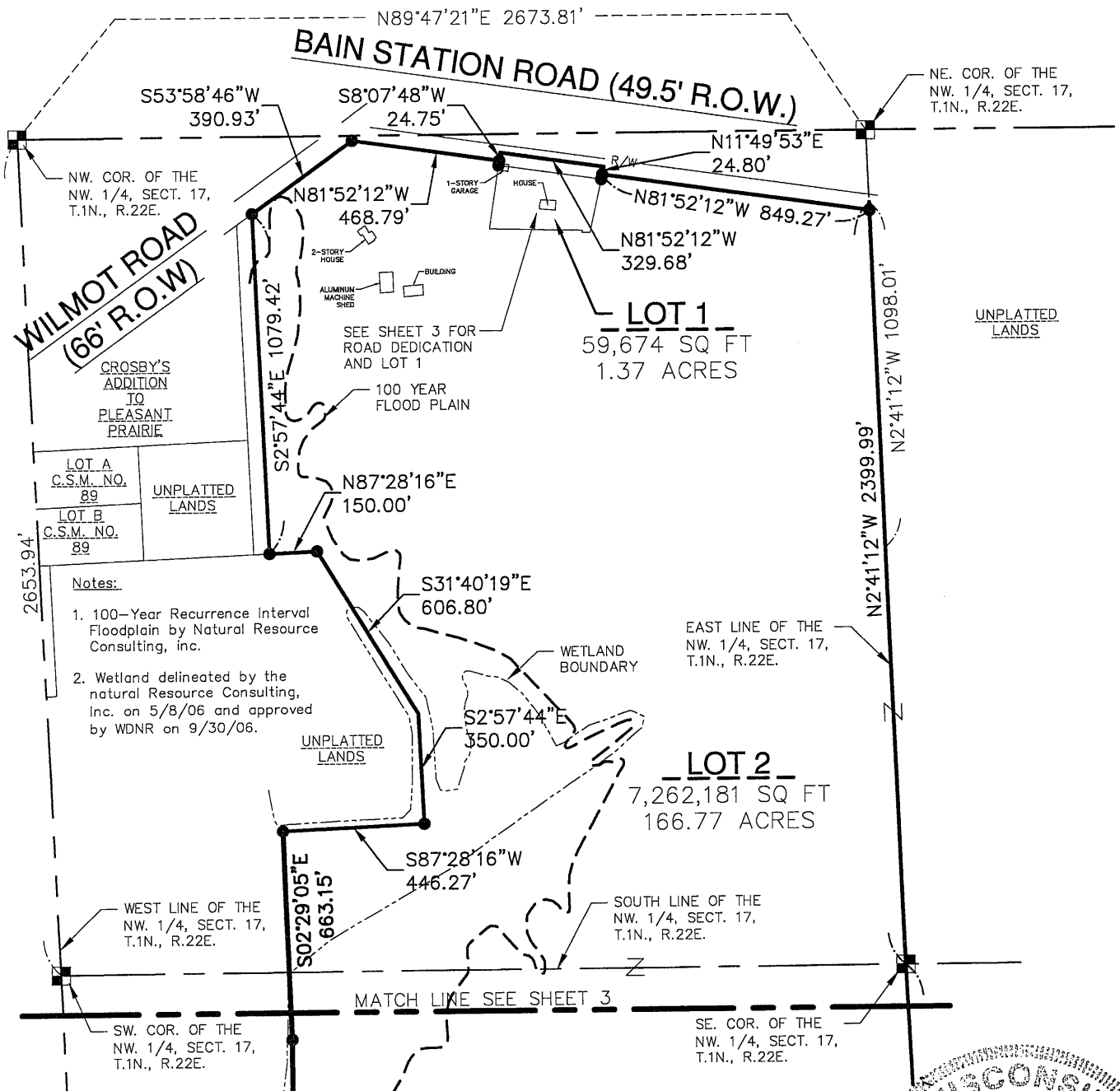
One Honey Creek Corporate Center
 125 South 84th Street, Suite 401
 Milwaukee, WI 53214-1469
 414 / 259 1500
 414 / 259 0037 fax
 www.graef-usa.com



0 250' 500'
 SCALE: 1" = 500'



SECT. 17, T.1N., R.22E.
 LOCATION MAP

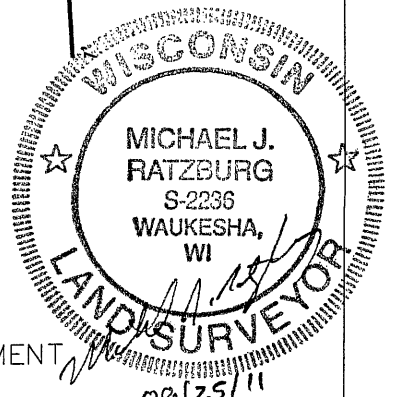


- Notes:**
- 100-Year Recurrence Interval Floodplain by Natural Resource Consulting, Inc.
 - Wetland delineated by the natural Resource Consulting, Inc. on 5/8/06 and approved by WDNR on 9/30/06.

REFERENCE BEARING
 All bearings are referenced to the east line of the NW. 1/4 of Sect. 17, T.1N. R.22E. which bears N.02°41'12"W. and is referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone.

OWNERS
 Waterstone Bank &
 Craig Colmar

- LEGEND**
- FOUND 1" IRON PIPE
 - 1" DIA.x24"LG. IRON PIPE SET, MINIMUM WEIGHT 1.13 LBS/FT.
 - FOUND CONC. MONUMENT W/BRASS CAP



THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG

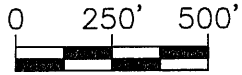
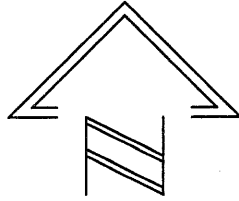
SHEET 1 OF 6

CERTIFIED SURVEY MAP NO. _____

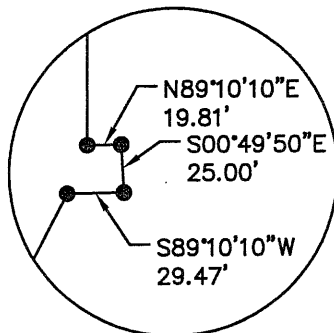
That part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 17 and the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

GRAEF

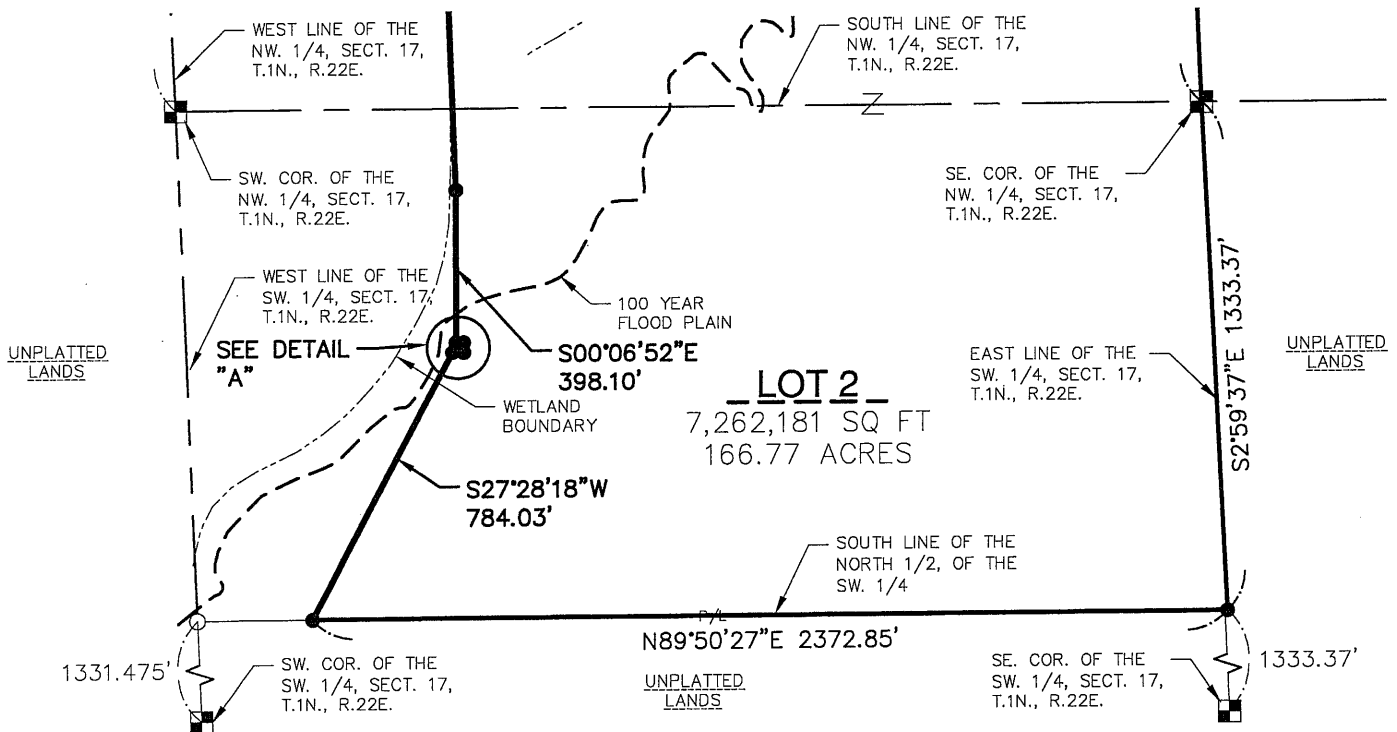
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 125 South 84th Street, Suite 401
 Milwaukee, WI 53214-1469
 414 / 259 1500
 414 / 259 0037 fax
 www.graef-usa.com



SCALE: 1" = 500'



DETAIL "A"



LEGEND

- FOUND 1" IRON PIPE
- 1" DIA.x24"LG. IRON PIPE SET, MINIMUM WEIGHT 1.13 LBS/FT.
- FOUND CONC. MONUMENT W/BRASS CAP

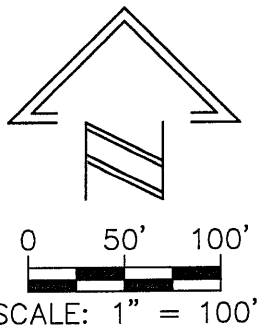
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CERTIFIED SURVEY MAP NO. _____

That part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 17 and the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

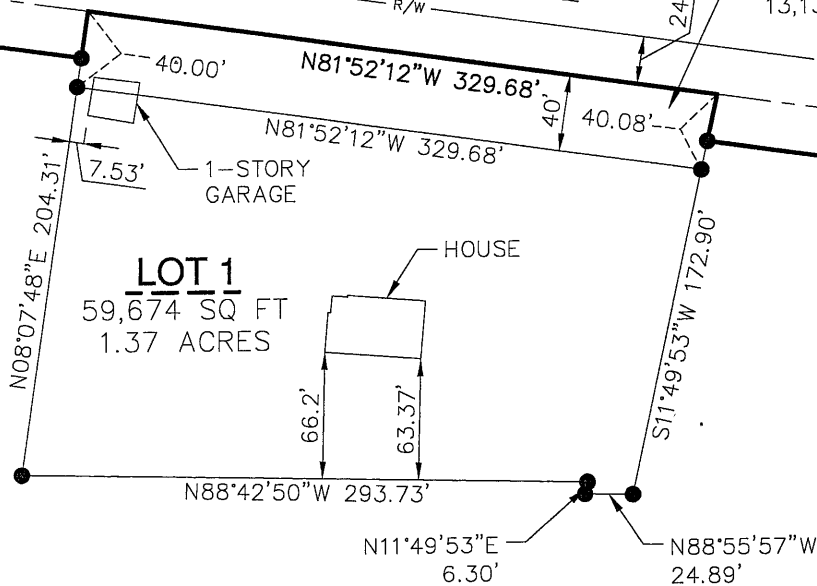
GRAEF

One Honey Creek Corporate Center
 125 South 84th Street, Suite 401
 Milwaukee, WI 53214-1469
 414 / 259 1500
 414 / 259 0037 fax
 www.graef-usa.com



BAIN STATION ROAD (49.5' R.O.W.)

DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES
 13,136 SQ.FT.



LOT 2



LEGEND

- FOUND 1" IRON PIPE
- 1" DIA.x24"LG. IRON PIPE SET, MINIMUM WEIGHT 1.13 LBS/FT.
- FOUND CONC. MONUMENT W/BRASS CAP

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CERTIFIED SURVEY MAP NO. _____

That part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 17 and the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

I, Michael J. Ratzburg, a registered land surveyor, do hereby certify:

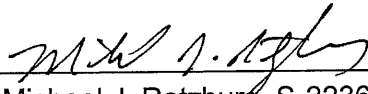
That I have surveyed, divided and mapped the Northeast 1/4, Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 17 and the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Beginning at the southeast corner of said Northwest 1/4; thence North 02°41'12" West, on and along the east line of said Northwest 1/4, 2399.99 feet to the south right of way of Bain Station Road; thence North 81°52'12" West, on and along said south right of way line, 849.27 feet; thence North 11°49'53" East, 24.80 feet to the centerline of Bain Station Road; thence North 81°52'12" West, on and along said centerline, 329.68 feet; thence South 08°07'48" West, 24.75 feet to said south right of way line; thence North 81°52'12" West, on and along said south right of way line, 468.79 feet to the south right of way line of Wilmot Road; thence South 53°58'46" West, on and along said south right of way line, 390.93 feet; thence South 02°57'44" East, 1079.42 feet; thence North 87°28'16" East, 150.00 feet; thence South 31°40'19" East, 606.80 feet; thence South 02°57'44" East, 350.00 feet; thence South 87°28'16" West, 446.27 feet the east line of a Sewer By-Pass Line; thence South 02°29'05" East, on and along said east line, 663.15 feet; thence South 00°06'52" East, on and along said east line, 398.10 feet; thence North 89°10'10" East, on and along said east line, 19.81 feet; thence South 00°49'50" East, on and along said east line, 25.00 feet; thence South 89°10'10" West, on and along said east line, 29.47 feet; thence South 27°28'18" West, on and along said east line, 784.03 feet to the south line of the north 1/2 of said Southwest 1/4; thence North 89°50'27" East, on and along said south line, 2372.85 feet to the east line of said Southwest 1/4; thence North 02°59'37" West, on and along said east line, 1333.37 feet to the point of beginning.

Containing 7,334,990 square feet (168.39 acres), more or less.

That I have made such survey, land division, dedication and map by the direction of the owner of said land. That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division Ordinance in surveying, dividing, dedicating and mapping the same.



Michael J. Ratzburg, S-2236
Registered Wisconsin Land Surveyor

Date: 08/25/11



CERTIFIED SURVEY MAP NO. _____

That part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 17 and the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

Waterstone Bank, as owner, does hereby certify that I caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. I also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Village of Pleasant Prairie

Witness the hand and seal of _____, _____, of Waterstone Bank, this
(name) (position)

_____ day of _____, 2011.

(signature)

STATE OF WISCONSIN)
) SS
KENOSHA COUNTY)

Personally came before me this _____ day of _____, 2011, the above names of the above named corporation, and acknowledged that they executed the foregoing instrument as officers of said corporation.

NOTARY PUBLIC, STATE OF WISCONSIN

My Commission Expires: _____

OWNER'S CERTIFICATE

Craig Colmar, as owner, I hereby certify that I caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. I also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Village of Pleasant Prairie

Witness the hand and seal of said owner this _____ day of _____, 2011.

In presence of:

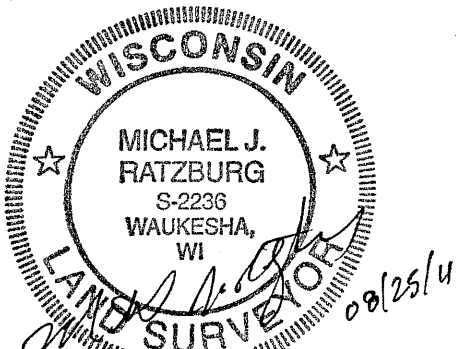
Owner's Name

STATE OF WISCONSIN)
) SS
KENOSHA COUNTY)

Personally came before me this _____ day of _____, 2011, the above names of the above named corporation, and acknowledged that they executed the foregoing instrument as officers of said corporation.

NOTARY PUBLIC, STATE OF WISCONSIN

My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

That part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 17 and the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

VILLAGE PLAN COMMISSION APPROVAL

Approved and accepted by the Village Plan Commission of Pleasant Prairie on this ____ day of _____, 2011.

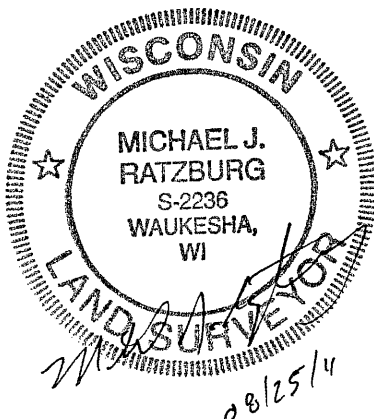
Thomas W. Terwall, Chairperson

VILLAGE BOARD APPROVAL

Approved and accepted by the Village Board of Pleasant Prairie on this ____ day of _____, 2011.

John P. Steinbrink, President

Jane M. Romanowski, Village Clerk





RECEIVED
AUG 26 2011
Village of Pleasant Prairie

Filed 8/20 2011
Fee Paid 8/26 2011
PC Meeting Date 9/12 2011
VB Meeting Date 9/19 2011
Approved 20
Denied 20

VILLAGE OF PLEASANT PRAIRIE
CERTIFIED SURVEY MAP APPLICATION

To: Village Plan Commission & Village Board of Trustees of the Village of Pleasant Prairie:

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie Zoning Map as hereinafter requested.

It is petitioned that the following described property be subdivided with a Certified Survey Map (CSM)

The property petitioned to be subdivided is located at: 10115 Wilmot Rd # 9917 Bail Station Rd
and is legally described as follows: see attached

Tax Parcel Number(s): 92-4-122-172-0302

- The property abuts or adjoins a State Trunk Highway [] Yes [X] No
The property abuts or adjoins a County Trunk Highway [] Yes [X] No
Municipal Sanitary Sewer is available to service said properties [] Yes [X] No
Municipal Water is available to service said properties [] Yes [X] No

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine additional information that may be needed to consider the request.

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:

Print Name: Craig P. Colyar
Signature: [Signature]
Address: 2201 Waukegan Rd, Ste. 250
Bannockburn, IL 60015
Phone: 312-922-1480
Fax: 312-922-9283
Date: Aug. 17, 2011

OWNER'S AGENT:

Print Name:
Signature:
Address:
(City) (State) (Zip)
Phone:
Fax:
Date:

Writer's Direct Contacts:
(414) 258-6410 - Telephone
wbruss@wsbonline.com - Email

September 2, 2011

By Electronic Mail

Ms. Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

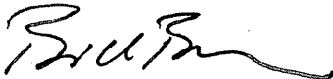
Re: Parcel ID Nos.: 92-4-122-171-0200, 91-4-122-083-0321 and 92-4-122-172-0300

Dear Ms. Werbie-Harris:

WaterStone Bank SSB hereby gives its authorization to Craig Colmar to execute any and all documents on its behalf that pertain to the land division of the properties identified as 92-4-122-171-0200, 91-4-122-083-0321 and 92-4-122-172-0300. It is further understanding that Mr. Colmar will be responsible for any and all costs associated with this process.

Should you require anything further, please do not hesitate to contact me.

Very truly yours,



William F. Bruss
Sr. Vice President / General Counsel

Cc: Mr. Craig Colmar (by electronic mail)

Municipality : ALL

Parcel Number: 91-4-122-081-0300

Legal Name/Ownership

WATER STREET LAND LLC

Property Address

PRAIRIE RIDGE BLVD

Assessment as of	:	1/01/2011
Assessed Land	:	2,800
Assessed Improvements:		<u>0</u>
Assessment Total	:	2,800

Mail-To Address

WATER STREET LAND LLC

770 N WATER ST

MILWAUKEE, WI 53202

Current as of	:	Last Posting
Heated Square Foot:		0
Garage Square Foot:		0
Actual Frontage	:	.00
Effective Frontage:		.00
Effective Depth	:	.00
Total Acres	:	9.75

Document #: 1608561

Vol: Page

Formatted Legal Description

Lot # : 15
Block # : OUTL
Subdiv :
Town # : Township T1N
Range # : Range R22E
Section # : Section 08
Qtr Sect : NE 1/4 Section
Qtr Sect : Not Assigned
Cm/Spl : Split
Cm/Spl Date : 04/07/98
Cm/Spl P# : 91-4-122-081-0112
Municipality: Pleasant Prairie

Tax Year	:	2010
Net Gen Tax	:	54.55
Specials	:	.00
Net Total	:	54.55
Lottery Credit:		.00

Metes/Bounds Legal Description

See recorded doc for complete legal

OUTLOT 15 PRAIRIE RIDGE SUB PLAT #5745
DOC #1088727 PT NE 1/4, NW 1/4, SW 1/4
& SE 1/4 SEC 8 T 1 R 22 9.75 AC
V 1172 P 208
V 1378 P 626
DOC #968920
DOC #970848
(1995 PT 91-4-122-084-0010)
(1995 PT 91-4-122-081-0100)
(1997 COMB 91-4-122-081-0101, -083-0210,
-083-0100, -083-0121, -083-0200, -084-
0011 INTO 91-4-122-081-0111)
(1997 RESPLIT 91-4-122-081-0111 (.09 AC)
COMB W/ 91-4-122-084-0075 INTO 91-4-122-
084-0076
DOC #1027890
(1999 SPLIT 91-4-122-081-0112 INTO
PRAIRIE RIDGE SUB - SEE SECTION 8 MAP
FOR NEW PARCEL NUMBERS)

Continued.....

Printed by: PL101

From Terminal: QPADEV0119

PUBAC SCRNO2 Version 3.2

KENOSHA COUNTY
Pleasant Prairie

8/29/11 9:38:13
Printed Description

Municipality : ALL

Parcel Number: 91-4-122-081-0300

Legal Name/Ownership

WATER STREET LAND LLC

Metes/Bounds Legal Description

See recorded doc for complete legal

DOC #1088727

DOC #1162822

DOC #1165302

DOC #1423804

DOC #1608561

Johnson and Colmar
SUITE 260
2201 WAUKEGAN ROAD
BANNOCKBURN, ILLINOIS 60015
TELEPHONE (312) 922-1980
TELECOPIER (312) 922-9283

Craig P. Colmar

Email: cpcolmar@jocolaw.com
Direct Dial: (847) 607-0106

September 1, 2011

By email: wbruss@wsbonline.com

William F. Bruss
Sr. Vice President/General Counsel
WaterStone Bank SSB
Waterstone Financial, Inc.

Re: Pleasant Prairie Property

Dear Bill:

As part of the process to have my property subdivided out of your parcel, the Village of Pleasant Prairie requires the Bank's participation in the formal subdivision process. The attached are the instructions we have gotten from the Village. The language is somewhat broad in scope and I thought assurances from me might make it more palatable for the Bank to sign and send the letter.

In order to move the land division forward, I will personally assure you that I will not execute any documents that relate to anything but the subdivision of the approximately 1.4 acres that you have already deeded to me and I will assume all costs associated with the process of the subdivision.

Please call me if you have any questions.

Best regards,



Craig P. Colmar

/pag

cc: Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
jwerbie-harris@plprairiewi.com

Patricia Golz

From: Patricia Golz
Sent: Thursday, September 01, 2011 10:03 AM
To: Craig P. Colmar
Subject: FW: Pleasant Prairie Bank Letter

Patti Golz
Johnson and Colmar
2201 Waukegan Road, Suite 260
Bannockburn, IL 60015
Phone: (312) 922-1980
Fax: (312) 922-9283
pgolz@jocolaw.com

From: Patricia Golz
Sent: Wednesday, August 31, 2011 4:46 PM
To: Craig P. Colmar
Subject: Pleasant Prairie Bank Letter

Jean Werbie-Harris called and said the bank letter should say:

We hereby give our authorization to Craig Colmar to execute any and all documents on behalf of Waterstone Bank that pertain to the land division of the properties identified as 92-4-122-171-0200, 91-4-122-083-0321, 92-4-122-172-0300. Further, Mr. Colmar will be responsible for any and all costs associated with this process.

It should be went to:

Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158
jwerbie-harris@plprairiewi.com

It can be mailed to her or scanned and emailed but it must contain a signature.

Patti Golz
Johnson and Colmar
2201 Waukegan Road, Suite 260
Bannockburn, IL 60015
Phone: (312) 922-1980
Fax: (312) 922-9283
pgolz@jocolaw.com



DRAFT

WAIVER OF LIABILITY AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Return to:

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Tax Parcel Number:

92-4-122-172-0302

THIS INDEMNIFICATION is being made this ____ day of _____, 2011 between _____, hereinafter referred to as the "Owners", jointly and severally; and the Village of Pleasant Prairie, Wisconsin, hereinafter referred to as the "Village" regarding the property located at **9917 Bain Station Road** in the Village of Pleasant Prairie as legally described below.

Legal Description: Lot 1 of Certified Survey Map (CSM) # _____ (Document # _____ recorded on _____, 2011 at Kenosha County Register of Deeds Office) located in part of the Northwest One Quarter of Section 17, Township 1 North, Range 22 East of the Fourth Principal Meridian, and lying and being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

WHEREAS, the Owners are requesting the detached garage shown on Lot 1 of said CSM to be allowed to temporarily remain within the right-of-way of Bain Station Road dedicated said CSM; and

WHEREAS, the Owners have agreed that said detached garage will be maintained by the Owner of Lot 1; and

WHEREAS, the Village has agreed to allow for the detached garage to remain in the dedicated right-of-way of Bain Station Road on a temporary basis subject to executing and complying with the obligations set forth in this *Waiver of Liability and Indemnification and Hold Harmless Agreement*.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING;
IT IS HEREBY AGREED:**

The Village will allow the detached garage to remain within the Village right-of-way of Bain Station Road on a temporary basis provided that structure does not interfere with the operations and maintenance of Bain Station Road. Additionally, the Owner, understands and agrees that the detached garage shall be removed, at the Owners expense, when the first of any of the following events occur:

1. Notification from the Village that Bain Station Road is being enlarged or reconstructed adjacent to the Lot 1 property;
2. Notification from the Village that the jurisdiction of Bain Station Road is being transferred to Kenosha County;
3. A subsequent land division of Lot 1 which creates a new buildable lot is proposed;
4. The detached garage is damaged or destroyed by more than 50% of its assessed value due to accident or other acts of God; or
5. If the Village Administrator determines that the garage possesses a danger to the public health, safety and welfare of the traveling public.

The Owner understands, that the garage shall not be enlarged or replaced in any way while it is located within the Bain Station right-of-way and that the Owner, however, may be allowed to conduct minor maintenance to the garage. The Owner may at any time, voluntarily remove the structure with proper razing permits from the Village or may relocate the garage on the property to a compliant location on the property after obtaining the required permits from the Village.

Should the structure need to be removed or is damaged by the Village or its contractors during the performance of any public Bain Station Road roadway maintenance activities, neither the Village or its contractors will have the financial obligation or be a responsible party for the damage and removal of the structure.

Additionally, the Owners hereby undertake and agree to indemnify and hold the Village, its employees, consultants, contractors, agents and successors in interest of the right-of-way and public rights of way, harmless from any and all future liability, loss or damage associated with any damage caused to the structure or caused by the structure located within the right-of-way of Bain Station Road.

This Agreement shall be binding upon the Owners, its successors and assigns, and any successors-in-title of land in interest for the property.

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement on the date and year as written above.

[Signatures on next page]

OWNER:

Craig Colmar

ACKNOWLEDGMENT

STATE OF _____
SS
COUNTY OF _____

Personally came before me this ____ day of _____, 2011, the above named to me known to be the person (**Craig Colmar**) who executed the foregoing instrument and acknowledged the same.

Print Name: _____

Notary Public _____ County, ____.

My Commission expires: _____.

VILLAGE OF PLEASANT PRAIRIE:

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Document Drafted by:
Jean Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158



MEMORANDUM

TO: Village Board

FROM: Michael R. Pollocoff, Village Administrator

DATE: October 17, 2011

SUBJECT: Option and Lease Agreement between American Towers LLC ("American Tower") and the Village of Pleasant Prairie for the Prairie Springs Park Site

Option and Lease Agreement - This proposed American Tower Option and Lease Agreement ("Agreement") is for a new cellular commercial communications facility located within Prairie Spring Park, just east of the South Ball Fields on Tax Parcel Number 92-4-122-204-0200. American Tower is requesting Village Board approval of the Agreement which sets forth terms, rules, rents and regulations for the facility. The improvements to the property will include a 150 foot multi-carrier monopole cell tower (to be owned and maintained by American Tower) with 6 attached antennas atop the tower and an associated 800 square foot multi-carrier equipment shelter (to be owned and maintained by the Village) all located within a lease area.

Timeline for Prairie Springs Park Cellular Facility

- December 13, 2010 - Plan Commission conditionally-approved the Site and Operational Plans and Conditional Use Permit for AT&T for the construction of a Commercial Communication Tower, Equipment Shelter and associated equipment.
- December 20, 2010 - Village Board conditionally-approved an Option and Lease Agreement with New Cingular Wireless PCS, LLC (d/b/a AT&T) for the proposed new cellular site.
- June 13, 2011 - Plan Commission conditionally-approved a 180 day time extension (until December 18, 2011) to satisfy the conditions of the December 13, 2010 Site and Operational Plans and Conditional Use Permit.
- June 20, 2011 - Village Board conditionally-approved an extension for the completion and execution of the Option and Lease Agreement for the proposed AT&T cellular facility until December 18, 2011.
- June, 2011 - Village learns that American Tower will be the owner of the tower at Prairie Park, as opposed to the original AT&T ownership. American Tower is not a phone service provider they are a tower company. American Tower's objective is to provide space on the tower to other carriers. Those additional carriers, beyond AT&T, will need to enter into separate lease agreements, Site & Operational Plans and Conditional Use Permits with the Village.

American Tower Cellular Facility Summary

- This commercial communication facility is necessary in order to offer an uninterrupted, seamless wireless network providing cellular telephone service, voice paging and wireless data transmission service to this area of Pleasant Prairie.
- The new 150 foot high monopole structure has been engineered and will be constructed to accommodate 4 carriers. In addition, the 800 square foot equipment shelter is a multi-carrier shelter, intended to house the AT&T equipment along with other future co-locators on the tower. The multi-carrier tower and equipment shelter will negate the need for separate towers and equipment shelters on the site and will help to avoid the proliferation of additional communication facilities in this area of the Village.
- In order to maintain a consistent, pleasant, park-like ambiance, the multi-carrier equipment building will be constructed with the same exterior building materials as the existing ball fields pavilion located approximately 350 feet to the west.

AT&T – As a part of this Agreement, the Village agrees that American Tower may sublease both tower and ground space inside the Equipment Shelter to New Cingular Wireless PCS, LLC ("AT&T").

Rent – The lease specifies that American Tower will pay the Village \$1,600/month in rent. In year 2 and each year thereafter, the rent amount will increase by 3% over the rent paid the previous year.

Plan Commission – At its October 10, 2011 meeting, the Plan Commission reviewed and conditionally-approved a Conditional Use Permit and Site and Operation Plans for this American Tower and AT&T facility.

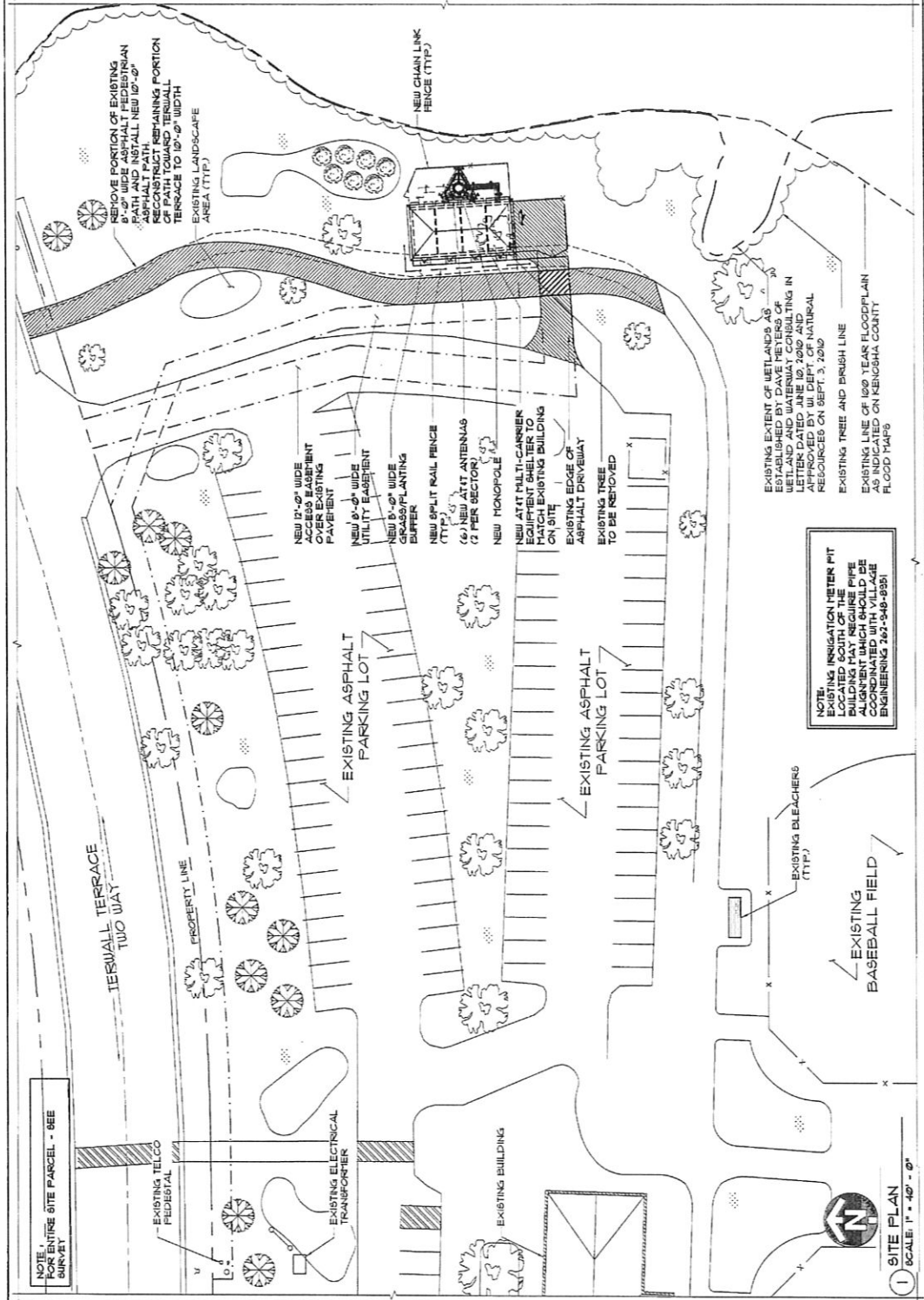
RECOMMENDATION

The Village staff recommends that the Village Board approve the Option and Lease Agreement between American Tower and the Village of Pleasant Prairie subject to the following:

1. Compliance with the October 10, 2011 Plan Commission conditional-approval of the Conditional Use Permit and Site and Operational Plans for the Prairie Springs Park facility.
2. The inclusion of the correct Exhibits, including Exhibit(s) as approved by the Plan Commission, in the Option and Lease Agreement.

Amer Tower (AT&T) PSP Staff Memo 10_17_11 VB

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NOTE:
 EXISTING IRRIGATION METER PIT LOCATED SOUTH OF THE MAIN BUILDING. THE PIPE ALIGNMENT WHICH SHOULD BE COORDINATED WITH VILLAGE ENGINEERING 767-348-9351

EXISTING EXTENT OF WETLANDS AS ESTABLISHED BY DAVE MEYERS OF WETLAND AND WATERWAY CONSULTING IN LETTER DATED 01/14/93. ALL WETLAND RESOURCES ON SEPT. 3, 2010
 EXISTING TREE AND BRUSH LINE AS INDICATED ON KENOSHA COUNTY FLOOD MAPS

NOTE:
 FOR ENTIRE SITE PARCEL - SEE SURVEY

1 SITE PLAN
 SCALE: 1" = 40' - 0"

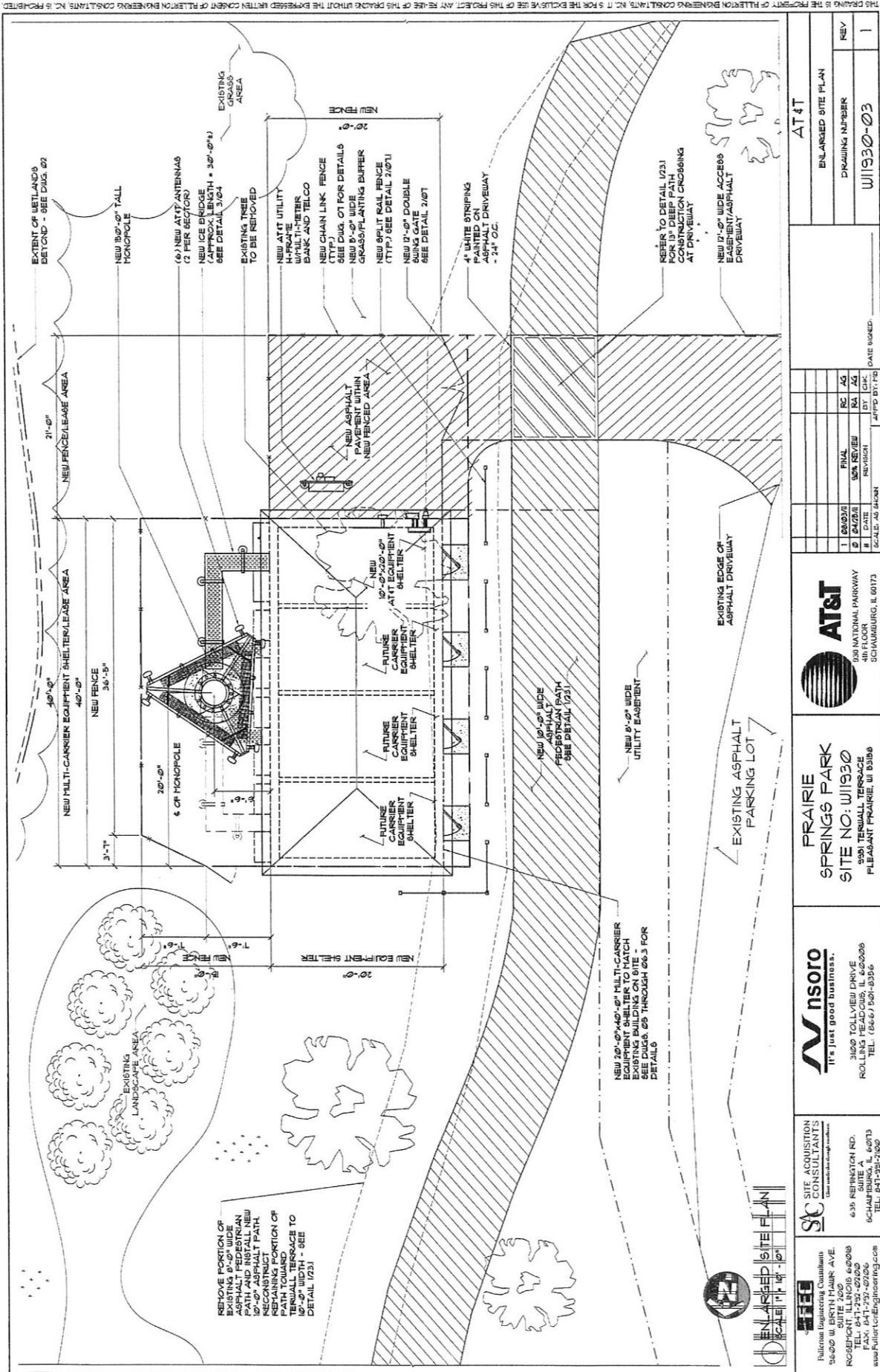
ABBREVIATIONS

AFR	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
AREA	AREA LEVEL
APPROX	APPROXIMATE
AUG	AMERICAN WIRE GAUGE
BLDG	BUILDING
CCD	CITY OF CHICAGO DATA
CLR	CLEAR
COLURN	COLURN
COND	CONDUIT
DWG	DRAWING
FT	FOOT
GRD	GROUND
GRD BAR	GROUND BAR
HT	HIGH TENSION
ELC	ELECTRICAL
MTG	METALLIC TUBING
ELEV	ELEVATION
ENT	ENTRY
EXT	EXTENSION
FND	FOUNDATION
GLV	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
HNT	HAND TRUCK
MFR	MANUFACTURER
PHD	MASTER GROUND BAR
PH	PHOTOCOPY
FIN	FINISHED
OC	ON CENTER
OE/OT	OVERHEAD ELECTRIC/TELCO
PHC	POWER PROTECTION CABINET
INS	INSULATION
INT	INTERIOR
LB/4'	POUNDS PER 4 FEET
ST	STEEL
ST	STAIR
ST	STAIR
TYP	TYPICAL
UE/UT	UNDERGROUND ELECTRIC/TELCO
UND	UNDERGROUND
W	WALL
W	WALL
XPRK	EXPOSED REINFORCING
IE	INTERNAL

SYMBOLS

REVISION	(CIRCLE WITH NUMBER)
WORK POINT	(CIRCLE WITH 'X')
UTILITY POLE	(CIRCLE WITH 'U')
BRICK	(BRICK PATTERN)
COMPRESSED STONE	(STONE PATTERN)
CONCRETE	(DOTTED PATTERN)
EARTH	(HATCHED PATTERN)
GRAVEL	(DOTTED PATTERN)
MASONRY	(BRICK PATTERN)
STEEL	(HATCHED PATTERN)
CENTERLINE	(DASHED LINE)
PROPERTY LINE	(DASHED LINE)
LEASE LINE	(DASHED LINE)
EASEMENT LINE	(DASHED LINE)
CHAIN LINK FENCE	(X-X PATTERN)
WOOD FENCE	(X-X PATTERN)
BELOW GRADE ELECTRIC	(DASHED LINE WITH 'E')
BELOW GRADE TELEPHONE	(DASHED LINE WITH 'T')
OVERHEAD ELECTRIC/TELEPHONE	(DASHED LINE WITH 'E/T')
SECTION REFERENCE	(CIRCLE WITH LETTER)

<p>nsoro It's just good business.</p> <p>3100 TOLLVIEW DRIVE ROLLING HEADS, IL 60008 TEL: (630) 581-9330</p>	<p>AT&T 150 NATIONAL PARKWAY 4TH FLOOR SCHMIDT, IL 60173</p>	<p>PRAIRIE PARK SPRINGS PARK SITE NO. W1930 900 TERRACE DRIVE PLEASANT PRAIRIE, IL 60150</p>	<p>SC SITE ACQUISITION CONSULTANTS <small>Division of Engineering Consultants</small></p> <p>435 REFRIGERATION RD. SCHMIDT, IL 60173 TEL: 641-951-2100</p>
<p>OVERALL SITE PLAN</p> <p>DRAWING NUMBER: W1930-02</p> <p>REV: 1</p>			



REV	DRAWING NUMBER
1	W11930-03

DATE BOUND	DATE BOUND
11/19/03	11/19/03

NO.	DATE	BY	CHK.	REVISION
1	08/02/03	BA	AS	FINAL
2	04/02/03	BA	AS	50% REVIEW

AT&T
 500 NATIONAL PARKWAY
 4th FLOOR
 SCHMIDT, ILL 60173

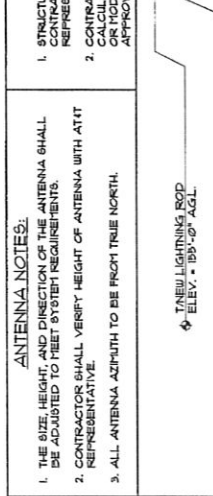
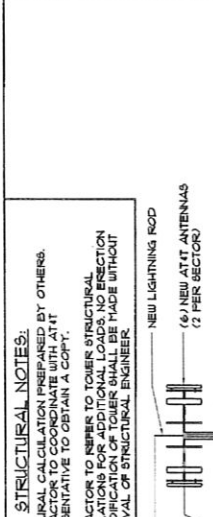
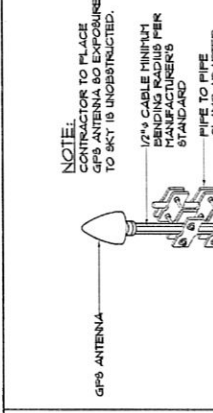
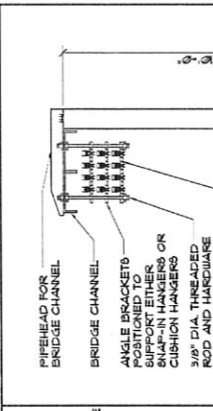
PRAIRIE SPRINGS PARK
 SITE NO. W11930
 939 TERRELL TERRACE
 FLEMING PRAIRIE, IL 60136

nsoro
 It's just good business.
 3100 TOLLVIEW DRIVE
 ROLLING MEADOWS, IL 60008
 TEL: (846) 520-8356

SC SITE ACQUISITION CONSULTANTS
 631 REINSTEIN RD.
 SCHMIDT, ILL 60173
 TEL: (847) 981-1000

Fullerton Engineering Consultants
 5400 W. BIRN PARK AVE.
 ROSEMONT, ILL. 60018 630-909
 TEL: 847-292-0200
 FAX: 847-292-0206
 www.FullertonEngineering.com

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ICE-BRIDGE DETAIL
SCALE: NTS.

GPS DETAIL
SCALE: NTS.

STRUCTURAL NOTES:

- STRUCTURAL CALCULATION PREPARED BY OTHERS. CONTRACTOR SHALL VERIFY WITH AT&T REPRESENTATIVE TO OBTAIN A COPY.
- CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

ANTENNA NOTES:

- THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET FCC REQUIREMENTS.
- CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH AT&T REPRESENTATIVE.
- ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

NOTE:
USED CONTROL FABRIC SHALL BE USED UNDER ENTIRE WEED CONTROL GRAVELED AREA. CONTRACTOR SHALL INSTALL FABRIC PER MANUFACTURER'S RECOMMENDATIONS.

NOT USED
SCALE: NTS.

YARD DETAIL
SCALE: NTS.

1 SITE ELEVATION
SCALE: NTS.

AT&T	
SITE ELEVATION AND DETAILS	
REV	DRAWING NUMBER
1	U11930-04

NO.	DATE	BY	CHK.	DATE	DATE
1	02/02/11	RC	AS		
2	04/02/11	SA	AS		
3					
4					
5					
6					
7					
8					

SCALE: AS SHOWN
DATE DIGNED: _____
APP'D BY: TB

930 NATIONAL PARKWAY
4th FLOOR
SCHAMBERG, IL 60173

PRAIRIE SPRINGS PARK
SITE NO. U11930
930 TERRELL TERRACE
PLEASANT PRAIRIE, IL 60159

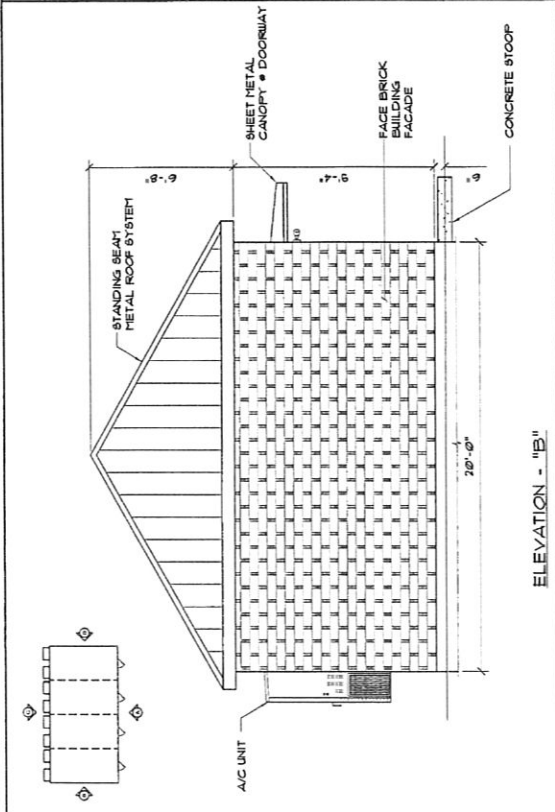
nsoro
It's just good business.
3100 TOLLVIEW DRIVE
ROLLING HEADS, IL 60026
TEL: (686) 521-8336

SC SITE ACQUISITION CONSULTANTS
Consultants in Site Acquisition
635 WASHINGTON RD.
SCHAMBERG, IL 60173
TEL: 617-231-0726
FAX: 617-231-0726
www.Fuller.com/Engineering.com

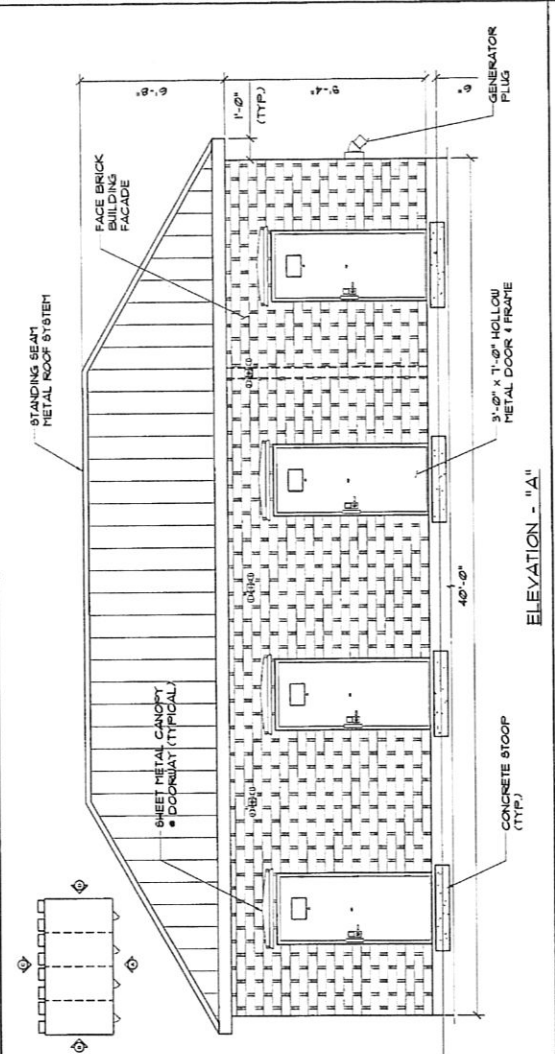
Filteron Engineering Consultants
3600 W. BRYN MAWR AVE.
SUITE 200
ROSEMONT, IL 60018
TEL: 617-231-0726
FAX: 617-231-0726
www.Fuller.com/Engineering.com

VILLAGE OF PLEASANT PRAIRIE MANDATORY COMMUNICATIONS SITE COMPLIANCE COMMENTS:

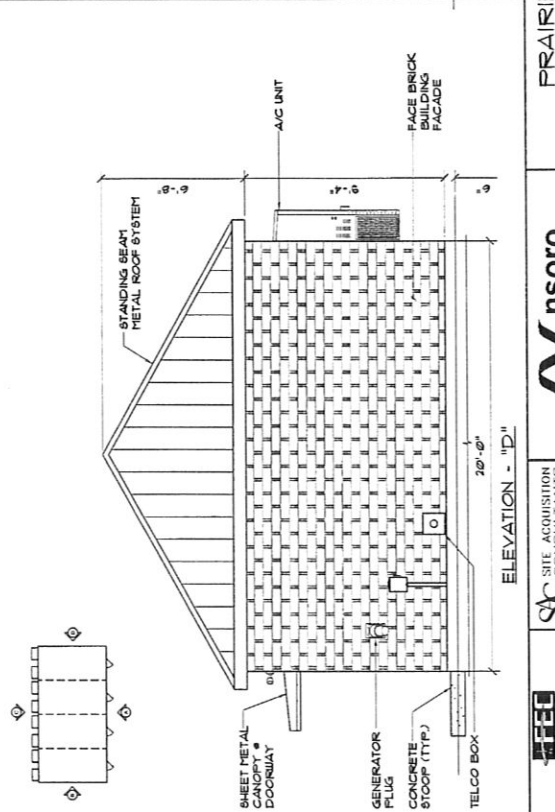
- THE VILLAGE OF PLEASANT PRAIRIE IT DEPARTMENT HAS REVIEWED THE PROPOSED TOWER AT NO COST FOR THE POSSIBLE INSTALLATION OF A WIRELESS ACCESS POINT FOR VILLAGE BUSINESS USE. THIS ACCESS POINT WOULD OPERATE ON A 4.5 MHz FREQUENCY FOR PUBLIC USE AND A 2.5 MHz FREQUENCY FOR PUBLIC USE.
- AT&T SHALL PROVIDE A PORT ON THE MONOPOLE AND SHALL ALLOW THE VILLAGE THE PROPER ACCESS TO THE FACILITY FOR THE POTENTIAL FUTURE INSTALLATION OF A RECEIVE ONLY RADIO ANTENNA FOR THE VILLAGE POLICE CHIEF. THE HEIGHT SHALL BE DETERMINED AT A HEIGHT AS DETERMINED APPROPRIATE BY THE PLEASANT PRAIRIE POLICE CHIEF.
- ALL EXTERIOR LIGHTING AT THIS CELLULAR FACILITY AND EQUIPMENT SHELTER SHALL BE DIRECTED DOWNWARDS AND SHALL NOT GLARE ONTO ADJACENT PROPERTIES OR PUBLIC ROADWAYS.



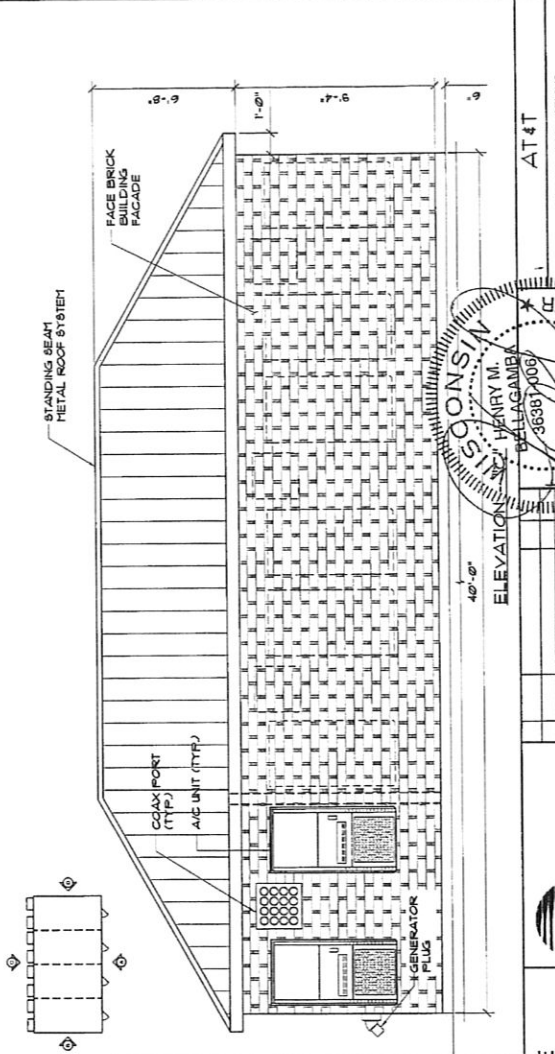
ELEVATION - "B"



ELEVATION - "A"



ELEVATION - "D"



ELEVATION - "C"

<p>Fullerton Engineering Consultants 50620 W. BIRTON MAUR AVENUE SUITE 200 ROSEMONT, ILLINOIS 60018 FAX: 841-232-0706 www.fullertonengineering.com</p>		<p>nsoro it's just good business. 3120 TOLLVIEW DRIVE ROLLING MEADOWS, IL 60008 TEL: (846) 521-8556</p>		<p>AT&T 530 NATIONAL PARKWAY 4TH FLOOR SCHLAUBURG, IL 60173</p>																													
<p>SC CONSULTANTS Clear communication through technology 635 WASHINGTON RD. SUITE A SCHLAUBURG, IL 60173 TEL: 841-394-2620</p>		<p>FRAIRIE SPRINGS PARK SITE NO: W1930 8981 TERMIALL SERVICE PLEASANT PRAIRIE, IL 61368</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>BY</th> <th>CHK</th> <th>APP'D</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>08/03/18</td> <td>FINAL</td> <td>RA</td> <td>RA</td> <td></td> <td></td> </tr> <tr> <td>0</td> <td>04/25/18</td> <td>50% REVIEW</td> <td>RA</td> <td>RA</td> <td></td> <td></td> </tr> <tr> <td>B</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>SCALE: AS SHOWN</p>		NO.	DATE	REVISION	BY	CHK	APP'D	DATE	1	08/03/18	FINAL	RA	RA			0	04/25/18	50% REVIEW	RA	RA			B						
NO.	DATE	REVISION	BY	CHK	APP'D	DATE																											
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0	04/25/18	50% REVIEW	RA	RA																													
B																																	
<p>PROJECT: AT&T SHELLER ELEVATIONS DRAWING NUMBER: W1930-05 REV: 1</p>																																	

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates of Landlord or Tenant at the end of this Agreement (the "**Effective Date**"), is entered into by the Village of Pleasant Prairie, a Wisconsin Municipal Corporation, having a mailing address of 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (hereinafter referred to as "**Landlord**") and American Towers LLC, a Delaware limited liability company (f/k/a American Towers, Inc.), having a mailing address of 10 Presidential Way, Woburn, Massachusetts 01810 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at South Ball Park, a/k/a 9951 Terwall Terrace, Pleasant Prairie, in the County of Kenosha, State of Wisconsin 53158 (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion within the approximate 800 square foot (20' X 40'), 4-carrier, multi-tenant equipment shelter on the Property containing approximately 150 square feet (10' x 15') including the air space above such room/cabinet/equipment shelter/ground space as described on attached **Exhibit 1** and additional ground space to construct a tower, together with a non-exclusive access right from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1** (collectively, the "**Premises**"). Landlord, at the Landlord's sole cost and expense may change the access area at any time as long as such change does not materially and adversely impact the Tenant's access to the Premises or Tenant's use of the Communication Facility. In the event of any change to the access area the parties agree to sign and record a revised Memorandum of Lease upon request of the other party.

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Premises to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Premises (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Premises that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is disclosed by Tenant's inspection. Notwithstanding the foregoing, upon request of the Landlord the Tenant agrees to provide the Landlord with any test or inspection results for the Property and the Landlord agrees to keep confidential any such test results, except as required by law, to carry out this Agreement, or as necessary to correct any adverse condition on the Property. Tenant will

restore the Premises to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising out of Tenant's Tests. Except as otherwise specifically provided in this Agreement, Tenant acknowledges the Premises are leased "as is" in all respects, with no representations or warranties of Landlord as to any structural, mechanical or other conditions.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand Six Hundred and No/100 Dollars (\$1,600.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of six (6) months commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional six (6) months upon written notification to Landlord and the payment of an additional One Thousand Six Hundred and No/100 Dollars (\$1,600.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action; provided, however, Tenant's obligations under Paragraphs 1(b), 9, 11 and 13 shall survive the termination and remain in full force and effect.

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Premises shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. **PERMITTED USE.** Tenant, pursuant to Village Plan Commission fully approved plans, may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("Tower"), associated antennas, a four carrier multi-tenant equipment shelter ("Equipment Shelter") and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; subject to the approval of Landlord, Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's

Surrounding Property described on **Exhibit 1** as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make such improvements, alterations, upgrades or additions appropriate for Tenant's use as are approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed ("**Tenant Changes**"). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Subject to the approval of Landlord, such approval not to be unreasonably withheld, conditioned or delayed, Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Subject to the approval by Landlord, such approval not to be unreasonably withheld, conditioned or delayed, Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. The Tenant's use must be in conformance with the Village Plan Commission fully approved Conditional Use Permit and Site and Operational Plans. The Premises must be restored to the original condition prior to alterations being made, wear and tear and damage by the elements excepted.

Tenant shall construct a multi-tenant equipment shelter ("Equipment Shelter") as depicted in **Exhibit 1** which shall have room for up to three (3) additional tenants. Upon completion of construction of the Equipment Shelter, ownership of the Equipment Shelter shall transfer to Landlord by the execution of a Bill of Sale as attached in **Exhibit 2**, and upon transfer of ownership of the Equipment Shelter to Landlord, Landlord has sole responsibility for the ongoing maintenance in its entirety of the Equipment Shelter. Any future tenants or licensees of Tenant on the Tower must also obtain an Equipment Shelter space lease from the Landlord, in a form approved by the Landlord. Each new tenant proposing to occupy the Equipment Shelter shall be required to: 1) apply for and receive Conditional Use Permit and Site and Operational Plan approval from the Village, and 2) negotiate a new option and lease agreement with the Village staff which is to be ultimately approved by the Village Board. Notwithstanding the foregoing, Landlord hereby consents and agrees that Tenant may sublease both tower and ground space inside the Equipment Shelter to New Cingular Wireless PCS, LLC ("AT&T") and Landlord will not require: (i) any additional compensation from Tenant or AT&T in connection with the AT&T sublease, (ii) any additional consent from Landlord and/or (iii) AT&T to enter into a new option and lease agreement with Landlord. The attached, initial sublease with AT&T is approved via this Agreement. However, any future modifications pertaining to the AT&T sublease, equipment, etc., will require additional Landlord reviews and approvals. The placement, attachment, affixing, fastening, clipping, adding, adjoining of equipment cabinets and related apparatus to the Tower, shall be discouraged and shall be reviewed and approved/denied on a case-by-case basis by the Landlord. Only typical equipment shall be affixed to the Tower, such as, but not limited to: antennae, cables (only interior to the Tower), dishes, required lighting, etc.

3. LANDLORD'S USE OF THE TOWER. During the life of the Lease, the Landlord shall retain the right to operate, install, maintain, modify, at the expense of the Landlord, any Landlord owned equipment located on the Tower at an available height of 65' or less, either existing or proposed, deemed necessary by the Landlord to further the health, safety and welfare of the Landlord and its residents by entering into the lease attached hereto as **Exhibit 3** with Tenant. This Landlord-owned equipment may include, but is not limited to, Police and Fire & Rescue Department communication antennae, subject to changing technology. Tenant shall provide the Landlord a rent-free port at a height of 65' on the Tower and shall allow the Landlord the proper access to the facility for the potential future installation of a "receive only" radio antenna (or other antennae/apparatus as deemed mutually acceptable between the Tenant and Landlord) for the Village Police Department. Landlord may have a "Wireless access point" for Village business use. This access point would operate on a 4.9 MHz frequency for Public Safety and a 2.8 MHz frequency for Public Works, subject to changing technology.

Notwithstanding the foregoing, prior to installing any equipment on the Tower, Landlord shall have a structural analysis performed on the Tower, at Landlord's sole cost and expense, showing all existing loading on the Tower and the proposed new equipment loading. Landlord shall only be permitted to install the new additional equipment if the structural analysis shows that the Tower is structurally capable of safely handling the additional equipment. Landlord's equipment may not be placed at heights on the Tower already in use by Tenant or any other tenant of Landlord or Tenant.

4. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s), and one (1) additional term of four (4) years six (6) months (each term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) The Initial Term and the Extension Term are collectively referred to as the Term ("**Term**").

5. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant exercises Tenant's option to lease the Premises under Paragraph 1(e) (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of One Thousand Six Hundred and No/100 Dollars (\$1,600.00) ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) Notwithstanding the foregoing, Landlord and Tenant agree and acknowledge that Tenant's partial consideration for Tenant's transferring of ownership of the Equipment Shelter to Landlord shall be the abatement of Tenant's Rent ("**Equipment Shelter Costs**"). As a result, Tenant shall not owe any monthly rent to Landlord for its lease hereunder until seventy five percent (75%) of such Equipment Shelter Costs have been credited to Tenant at a rate of One Thousand Six Hundred and No/100 Dollars (\$1,600.00) per month, plus rental increases as described in this Section 5. Landlord and Tenant agree that the cost of the Equipment Shelter will be determined based on a Purchase Order to be provided by Tenant to Landlord upon completion of construction. Prior to initiating construction on the Equipment Shelter, Tenant will provide a written itemized estimate of the total costs in connection with construction of the Equipment Shelter to Landlord. Within five business days of receiving the estimate, Landlord must approve the estimate or provide its objections to the estimate in writing to Tenant. If Landlord objects to the estimate, Landlord and Tenant will work together in commercially reasonable fashion to address Landlord's objections. If Landlord and Tenant have not approved a new estimate within 10 business days of Landlord objecting to the original estimate, either party may terminate this Agreement.

(d) Commencing on the month following completion of the month in which the full amount of the Equipment Shelter Costs are credited to Tenant, Tenant shall pay Landlord a monthly rental payment of One Thousand Six Hundred Dollars (\$1,600.00) as described in Section 5(a), plus rental increases as described in this Section 5(b).

(e) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within two (2) years from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

6. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals, including but not limited to a fully approved Conditional Use Permit Site and Operational Plans approved by the Village Plan Commission. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant shall obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Premises surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its reasonable discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

(d) Notwithstanding anything in this Agreement to the contrary, Tenant shall obtain all approvals, title evidence and tests on or before exercising the option to lease under Paragraph 1(e) above. The Tenant's exercise of the option under Paragraph 1(e) shall constitute Tenant's confirmation of Tenant's satisfaction with all items described in this Paragraph 6.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its reasonable discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to the exercise of the option under Paragraph 1(e) by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to six (6) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a), 6(b), 6(c), 8, 11(d), 18, 19 or 23(j) of this Agreement.

8. INSURANCE.

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand Dollars (\$2,500,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

9. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may unreasonably affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Unreasonable interference shall be deemed to be any interference with the Tenant's operations or the Communication Facility which prevents Tenant from effectively operating Tenant's Communication Facility on the Premises. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which unreasonably interferes with the Communication Facility, the operations of Tenant or any other subtenant of Tenant on the Tower, or the rights of Tenant under this Agreement. Unreasonable interference shall be deemed to be any interference with the Tenant's operations or the Communication Facility which prevents Tenant from effectively operating Tenant's Communication Facility on the Premises.

Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

10. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its

employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to lost profits, lost sales, punitive, consequential, incidental or special damages.

11. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Premises is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement. Tenant is leasing the Premises in its "as is" condition, with no representations or warranties being made by Landlord as to any structural, mechanical, environmental or other conditions.

12. ENVIRONMENTAL.

(a) Landlord represents and warrants that to the best of Landlord's knowledge, the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property. Tenant shall rely solely upon Tenant's own tests and investigations as to the condition of the Premises.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal

or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Premises, or any environmental or industrial hygiene condition or matter relating to the Premises that, in Tenant's reasonable determination, renders the condition of the Premises unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

13. ACCESS.

(a) At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to the Premises, over the access area described in **Exhibit 1** for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant a right for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease.

(b) Notwithstanding anything to the contrary herein, Landlord will not be permitted direct physical access to the Tower and will only use Tenant approved vendors for installation, maintenance or other activities involving access to the Tower.

14. REMOVAL/RESTORATION.

(a) All portions of the Communication Facility brought onto the Property by Tenant, except the Equipment Shelter, will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility, except the Equipment Shelter, constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above ground improvements, except the Equipment Shelter, and all below ground improvements to a depth of three feet below grade level and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(b) Notwithstanding the foregoing provisions of this Paragraph 13, before Tenant may terminate the Lease, the Tenant shall provide the Landlord with notice of intent to remove any portions of the Equipment Shelter, footings, foundations, below ground equipment and underground conduit/cables located within the Premises (the "**Infrastructure**"). The Landlord may, by written notice to the Tenant delivered within sixty (60) days following the issuance of the notice of intent to remove the **Infrastructure**, elect to take possession of the **Infrastructure**. If the Landlord elects to keep the **Infrastructure**, the Tenant agrees to transfer the **Infrastructure** to the Landlord, free and clear of all liens, claims and encumbrances. The Tenant agrees to provide the Landlord with appropriate deeds, assignments, bills of sale and other documents to reflect such a transfer. Upon the transfer of such Communication Facility to the Landlord, and the Landlord's acceptance thereof, the Tenant's obligations in Paragraph 13(a) above shall be deemed satisfied. If the Landlord does not elect to take possession and ownership of the Communication Facility within said sixty (60) days, the Tenant shall remove the Communication Facility and restore the Premise as described in Paragraph 13 (a) above.

15. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Upon receipt of a fully executed Bill of Sale as depicted herein as **Exhibit 2**, Landlord shall maintain and repair the Equipment Shelter in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

16. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay, provided, however, Landlord shall be required to send written notice to Tenant for the non-payment of Rent only two (2) times per calendar year, and no notice is required for any subsequent failure to pay Rent in a calendar year and the non-payment of Rent shall be a breach of this Agreement if the Rent is unpaid for thirty (30) days following the due date; or (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such 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 the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation, to evict the Tenant from the Premises, obtain a monetary judgment and collect Landlord's reasonable attorney's fees from the Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such 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 the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

17. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's parent or member company or any affiliate or subsidiary of, or partner in, Tenant or its parent or member company or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease space on the Tower, in whole or in part, only with Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Any subtenants of Tenant shall also be required to enter into a separate Equipment Shelter space lease with Landlord for ground space. Notwithstanding the foregoing, Tenant may sublease both tower and ground space inside the Equipment Shelter to AT&T without Landlord's consent.

18. **NOTICES.**

(a.) All notices, requests, demands, consents and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01810
Attn.: Land Management

With a copy to: American Towers LLC
c/o American Tower Corporation
116 Huntington Ave.
Boston, MA 02116
Attn.: Law Department

If to Landlord: The Village of Pleasant Prairie
Attn.: Village Administrator
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Premises, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) a. Old deed to Property
- b. New deed to Property

- c. Bill of Sale or Transfer
- d. Copy of current Tax Bill
- e. New W-9
- f. New Payment Direction Form
- g. Full contact information for new Landlord including all phone numbers

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Premises, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Premises, or a portion sufficient, in Tenant's reasonable determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. CASUALTY. If any part of the Communication Facility or Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

21. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. PROPERTY TAXES. Tenant shall pay the personal property taxes levied against the Communication Facility.

23. USE OF PROPERTY. Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would unreasonably interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate unreasonably levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above. Tenant shall be responsible for all repairs of the Tower and Tenant's equipment, and subject to the written consent of Landlord, may at its own expense alter or modify the Tower or Tenant's consistent with the intended use of the Premises.

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** In the event that Tenant exercises the option to lease the Premises under Paragraph 1(e), either party thereafter will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion. Each party agrees that upon termination of the option or lease described herein, such party shall execute and deliver to the other party a notice in recordable form discharging any recorded Memorandum or Short Form of Lease.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

(l) **Approvals.** No approvals or consent of either party to be given under this Agreement may be unreasonably withheld, delayed or conditioned.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Print Name: _____

Print Name: _____

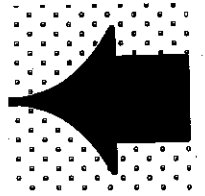
Jean M. Corran
Print Name: JEAN M. CORRAN

V. Altman K. A. Z...
Print Name: V. ALTMAN K. A. Z...

"LANDLORD"

The Village of Pleasant Prairie,
a Wisconsin Municipal Corporation

By: _____
Print Name: John P. Steinbrink
Its: President
Date: _____



"TENANT"

American Towers LLC,
a Delaware limited liability company
(f/k/a American Towers, Inc.)

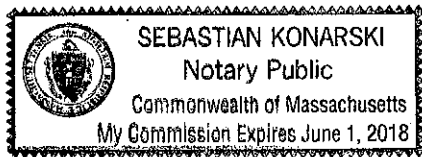
By: _____
Print Name: STEVE VONDRAN
Its: Senior Vice President
Date: 7/16/2011 General Counsel

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On the 16 day of September, 2011, before me personally appeared Steve Vondran, and acknowledged under oath that he/she is the Senior VP General Counsel of American Towers LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



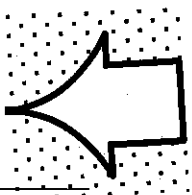
[Signature]
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, **John P. Steinbrink** personally came before me and acknowledged under oath that he or she:

- (a) is the **President of the Village of Pleasant Prairie**, the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.



Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Agreement dated _____, 20____, by and between The Village of Pleasant Prairie, a Wisconsin Municipal Corporation, as Landlord, and American Towers LLC, a Delaware limited liability company f/k/a American Towers, Inc., a Delaware corporation, as Tenant.

The Premises are located in the Village of Pleasant Prairie, Kenosha County, Wisconsin and are described and/or depicted as follows:

Legal Description for Lease Site

A PARCEL OF LAND LOCATED IN SECTION 19 AND SECTION 20, T1N R22E, TOWN OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: ALL THE LAND IN SECTION 20 LYING WEST OF THE C.M. ST. PAUL & PACIFIC RAILROAD ROW; EASTERLY AND NORTHEASTERLY OF THE CENTERLINE OF THE DES PLAINES RIVER AND SOUTH OF THE CENTERLINE OF JEROME CREEK, EXCEPT THE EXTENSION OF CTH O, BEING THE SOUTH 50 FEET OF SECTION 20 EAST OF THE DES PLAINES RIVER.

ALSO ALL THAT PART OF THE SE-1/4 OF THE SE-1/4 OF SECTION 19 LYING NORTH OF THE DES PLAINES RIVER.

ALSO THE NE-1/4 OF THE SE-1/4 OF SECTION 19, T1N R22E, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON PIPE ON NORTH LINE OF SAID PARCEL; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 38.24 FEET; THENCE SOUTH 18 DEGREES 55 MINUTES 28 SECONDS EAST, 104.71 FEET; THENCE SOUTH 05 DEGREES 08 MINUTES 39 SECONDS EAST 86.05 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 56.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 60.00 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES 23 SECONDS WEST, 27.00 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 60.00 FEET; THENCE NORTH 31 DEGREES 30 MINUTES 23 SECONDS EAST, 27.00 FEET TO THE POINT OF BEGINNING.

Legal Description for 8' Utility Easement

A PARCEL OF LAND LOCATED IN SECTION 19 AND SECTION 20, T1N R22E, TOWN OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: ALL THE LAND IN SECTION 20 LYING WEST OF THE C.M. ST. PAUL & PACIFIC RAILROAD ROW; EASTERLY AND NORTHEASTERLY OF THE CENTERLINE OF THE DES PLAINES RIVER AND SOUTH OF THE CENTERLINE OF JEROME CREEK, EXCEPT THE EXTENSION OF CTH O, BEING THE SOUTH 50 FEET OF SECTION 20 EAST OF THE DES PLAINES RIVER.

ALSO ALL THAT PART OF THE SE-1/4 OF THE SE-1/4 OF SECTION 19 LYING NORTH OF THE DES PLAINES RIVER.

ALSO THE NE-1/4 OF THE SE-1/4 OF SECTION 19, T1N R22E, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON PIPE ON NORTH LINE OF SAID PARCEL; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 55.68 FEET; THENCE SOUTH 18 DEGREES 02 MINUTES 51 SECONDS EAST, 3.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19 DEGREES 34 MINUTES 51 SECONDS EAST, 82.35 FEET; THENCE SOUTH 04 DEGREES 56 MINUTES 58 SECONDS EAST, 116.19 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 36.68 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES 23 SECONDS WEST, 10.12 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 6.00 FEET; THENCE NORTH 31 DEGREES 30 MINUTES 23 SECONDS EAST, 4.12 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 36.20 FEET; THENCE NORTH 04 DEGREES 56 MINUTES 58 SECONDS WEST, 116.71 FEET; THENCE NORTH 19 DEGREES 34 MINUTES 51 SECONDS WEST, 73.12 FEET; THENCE SOUTH-WEST 280.76 FEET ALONG A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 949.05; THENCE SOUTH 88 DEGREES 40 MINUTES 37 SECONDS WEST, 66.64 FEET; THENCE NORTH 01 DEGREE 19 MINUTES 10 SECONDS WEST, 6.00 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 37 SECONDS EAST, 66.40 FEET; THENCE NORTHEAST 296.34 FEET ALONG A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 941.05 TO THE POINT OF BEGINNING.

Legal Description for 12' Access Easement

A PARCEL OF LAND LOCATED IN SECTION 19 AND SECTION 20, T1N R22E, TOWN OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: ALL THE LAND IN SECTION 20 LYING WEST OF THE C.M. ST. PAUL & PACIFIC RAILROAD ROW; EASTERLY AND NORTHEASTERLY OF THE CENTERLINE OF THE DES PLAINES RIVER AND SOUTH OF THE CENTERLINE OF JEROME CREEK, EXCEPT THE EXTENSION OF CTH Q, BEING THE SOUTH 50 FEET OF SECTION 20 EAST OF THE DES PLAINES RIVER.

ALSO ALL THAT PART OF THE SE-1/4 OF THE SE-1/4 OF SECTION 19 LYING NORTH OF THE DES PLAINES RIVER.

ALSO THE NE-1/4 OF THE SE-1/4 OF SECTION 19, T1N R22E, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE ON THE NORTH LINE OF SAID PARCEL; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 29.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 9.00 FEET; THENCE SOUTH 18 DEGREES 55 MINUTES 26 SECONDS EAST, 104.71 FEET; THENCE SOUTH 05 DEGREES 08 MINUTES 33 SECONDS EAST 86.05 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 56.14 FEET ; THENCE SOUTH 31 DEGREES 30 MINUTES 23 SECONDS WEST, 9.00 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 61.73 FEET; THENCE NORTH 05 DEGREES 08 MINUTES 33 SECONDS EAST, 89.72 FEET; THENCE NORTH 18 DEGREES 55 MINUTES 26 SECONDS WEST, 102.77 FEET TO THE POINT OF BEGINNING.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT 2

BILL OF SALE

WHEREAS, American Towers LLC, a Delaware limited liability company f/k/a American Towers, Inc., a Delaware corporation, ("Seller"), agrees to sell to The Village of Pleasant Prairie, a Wisconsin municipal corporation ("Purchaser"), for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, those certain assets of Seller (the "Transferred Assets"), being more particularly described in Attachment A hereto and incorporated herein by reference for all purposes.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of the above sum, Seller hereby CONVEYS, GRANTS, SELLS, TRANSFERS AND ASSIGNS the Transferred Assets unto Purchaser. Seller and Purchaser acknowledge that it is Seller's intent to herein convey to Purchaser, Seller's entire right, title and interest in and to the aforementioned Transferred Assets and that despite Seller's good faith efforts to describe such Transferred Assets herein in its entirety, there may be errors, omissions or discrepancies in such description. If any errors, omissions or discrepancies in such description are discovered by Purchaser, Seller will execute and deliver any instrument reasonably necessary to remedy or correct such error, omission or discrepancy, and, on condition that Seller does so, such errors, omissions or discrepancies will not constitute a breach by Seller of this Bill of Sale.

SELLER MAKES NO WARRANTIES REGARDING THE TRANSFERRED ASSETS AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF SUCH TRANSFERRED ASSETS FOR THEIR INTENDED USE. SELLER CONVEYS THE TRANSFERRED ASSETS AS-IS WHERE-IS. SELLER WARRANTS THAT IT OWNS THE TRANSFERRED ASSETS AND THAT THE SAME ARE CONVEYED TO PURCHASER FREE OF ALL LIENS AND ENCUMBRANCES. FURTHER, THE TRANSFERRED ASSETS WILL NOT BE CONVEYED IN VIOLATION OF ANY RIGHTS OF THIRD PARTIES. Notwithstanding this Disclaimer of Warranties, Seller will endeavor to pass through to Purchaser any existing manufacturers' warranties on the Transferred Assets to the extent the same are reasonably transferable.

TO HAVE AND TO HOLD the Transferred Assets unto Purchaser, its successors, legal representatives and assigns, forever.

EXECUTED as of this ____ day of _____, 20____.

SELLER:

PURCHASER:

American Towers LLC,
a Delaware limited liability company

The Village of Pleasant Prairie,
a Wisconsin municipal corporation

By: _____

By: _____

Printed Name: STEVE VONDRAN
Senior Vice President

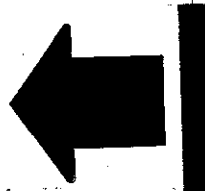
Printed Name: John P. Steinbrink

Title: General Counsel

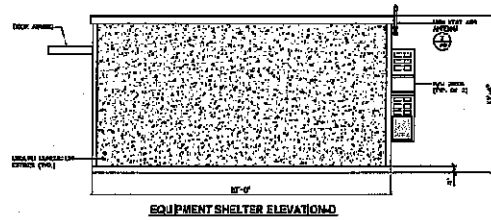
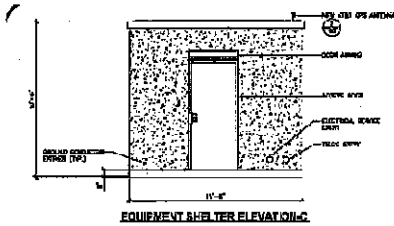
Title: President

Date: 9/16/2011

Date: _____

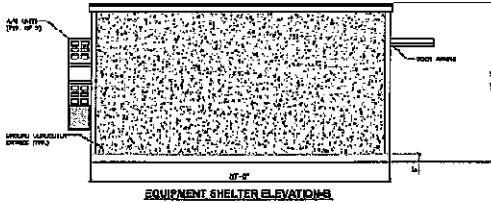
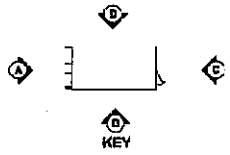
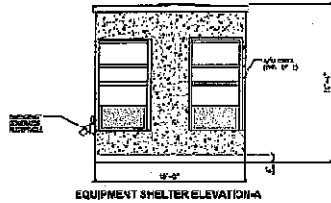


ATTACHMENT A



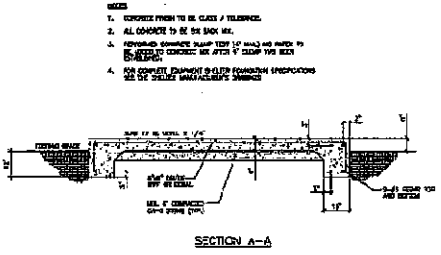
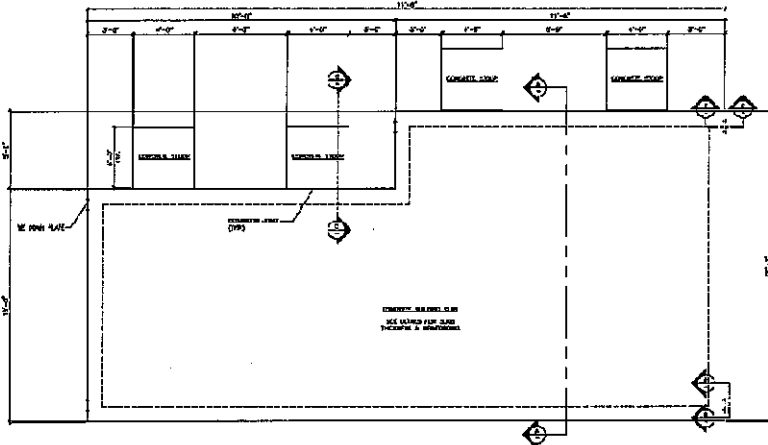
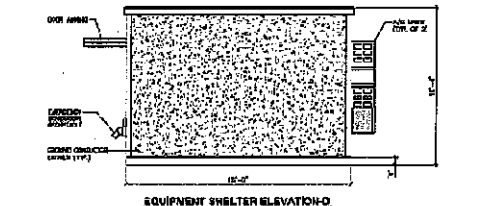
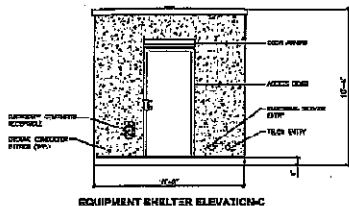
11'-6" x 20'-0" SHELTER ELEVATIONS (TYP. OF 1)

1



10'-0" x 20'-0" SHELTER ELEVATIONS (TYP. OF 1)

2

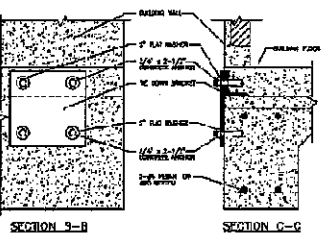
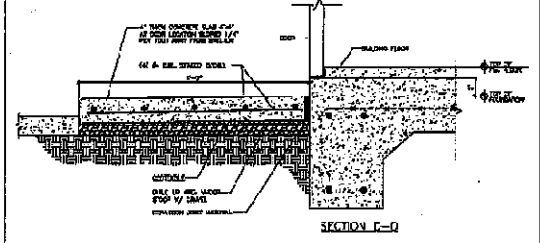


NOTES

1. CONCRETE SHALL BE 3000 PSI.
2. ALL CONCRETE TO BE CLASS F TELESCOPED.
3. ALL CONCRETE TO BE 6% SLACK MIX.
4. REINFORCING BARS SHALL BE 1/2" DIA. AND SPACING TO BE 12" ON CENTER. SEE OTHER SHEETS FOR MORE.
5. FOR COMPLETE EQUIPMENT SHELTER FOUNDATION SPECIFICATIONS SEE THE SHELTER MANUFACTURER'S DRAWINGS.

SHelter FOUNDATION PLAN

- NOTES**
1. SHALL BE 1/2" DIA.
 2. TOPPING TO BE 4" MINIMUM OF 1/2" BELOW FINISH.
 3. REINFORCING BARS SHALL BE 1/2" DIA. AND SPACING TO BE 12" ON CENTER.
 4. REINFORCING BARS SHALL BE 1/2" DIA. AND SPACING TO BE 12" ON CENTER.
 5. CONCRETE STRENGTH SHALL BE 3000 PSI.
 6. THE MIX SHALL BE APPROVED BY ALL AGENCIES PRIOR TO POUR.
 7. ALL FILL SHALL BE 3/4" DIA. WITH A COMPRESSION TEST RUN ON EACH 5' LAY • COMPACTED TO 95% MOISTURE PROTECT.
 8. ALL FILL SHALL BE 3/4" DIA. WITH A COMPRESSION TEST RUN ON EACH 5' LAY • COMPACTED TO 95% MOISTURE PROTECT.
 9. ALL FILL SHALL BE 3/4" DIA. WITH A COMPRESSION TEST RUN ON EACH 5' LAY • COMPACTED TO 95% MOISTURE PROTECT.
 10. THE FOUNDATION SHALL BE 12" DIA. TO 18" DIA. WITH FINISH DIMENSIONS OF ALL LAYERS.
 11. ALL DIMENSIONS SHALL BE FROM FACE UNLESS OTHERWISE NOTED.
 12. MINIMUM SOIL BEARING CAPACITY OF 3.000 PSF IN ALL FOUNDATION AND SLAB AREAS.



SHelter FOUNDATION PLAN

1

EXHIBIT 3

Sublease Agreement

(Attached)

ATC Site ID: 274644/Prairie Springs Park
State: Wisconsin
County: Kenosha

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as "Sublease") by and between American Towers LLC, a Delaware limited liability company f/k/a American Towers, Inc., a Delaware corporation with offices at 10 Presidential Way, Woburn, Massachusetts 01810 (hereinafter referred to as "Sublessor") and the Village of Pleasant Prairie, a Wisconsin Municipal Corporation having a mailing address of 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (hereinafter referred to as "Sublessee").

Sublessor shall execute this Sublease following the acceptance of a Site Lease Application and Application Fee from Sublessee. Prior to or in conjunction with this Sublease, Sublessee shall submit a Site Lease Application (the "Application") to sublessor. After receipt of the Application from Sublessee, and after an initial review of the application for completeness and space and area availability, Sublessor shall provide to Sublessee a copy of the underlying lease for the Premises, a copy of any structural drawings and site plans (if available) and other relevant information (collectively, the "Sublessor Documents").

An application may not be approved only due to structural limitations caused by the loading created by the addition of the Sublessee's antennas and associated cabling if Sublessee's additional loading exceeds the Tower's structural capacity.

Upon finding that Sublessee's Application and proposed facilities are acceptable, Sublessor will sublease the Subleased Premises, as defined below, subject to the terms and conditions of this Sublease as follows:

1. **Premises.** Subject to the following terms and conditions, Sublessor subleases to Sublessee certain space and area upon and adjacent to Sublessor Tower, as hereinafter defined, as more particularly described in **Exhibits 1 and 2** attached hereto ("Subleased Premises"). Sublessee's use and maintenance of the Subleased Premises shall be limited only to that portion thereof described and depicted in **Exhibits 1 and 2**, provided, however, Sublessee shall have the right of pedestrian and vehicular ingress and egress, together with the installation of utilities serving the Subleased Premises and improvements thereon, over and across the real property more particularly described in **Exhibit 3** attached hereto.

2. **Primary Lease Agreement.** The parties acknowledge and agree that Sublessor is leasing the property identified in **Exhibit 3** (the "Property") for the purpose of constructing, operating and maintaining a telecommunication tower, antenna facilities and other attendant facilities ("Tower") pursuant to a Lease Agreement ("Primary Lease") by and between Sublessor and Sublessee, dated _____ attached hereto as **Exhibit 4**. Sublessor's right and ability to sublease the Subleased Premises to Sublessee is expressly limited by and subject to the terms of the Primary Lease and each and every term and condition of this Sublease shall be governed by and subordinate to the terms and conditions of the Primary Lease, each of which is incorporated herein by reference. In the event of any conflict between the terms and conditions of this Sublease and the Primary Lease, the terms of the Primary Lease shall control and govern Sublessee's rights hereunder. In the event the Primary Lease is terminated for any reason, this Sublease shall terminate at the same time, and

Sublessee shall have no cause of action or claim against Sublessor and Sublessee's rights hereunder shall terminate and be forever waived.

3. **Term.**

The Term of this Sublease shall be for so long as the Option and Lease Agreement between Sublessee and Sublessor dated _____ ("Original Lease") is in full force and effect. Upon the termination of the Original Lease, this Sublease shall also terminate.

4. **Permitted Use.** The Subleased Premises may be used by Sublessee to install, maintain and operate wireless antenna equipment on Sublessor's Tower; provided, however, Sublessee must coordinate the frequency of its wireless antenna equipment with Sublessor to the reasonable satisfaction of Sublessor ("Permitted Use"). Sublessee's antenna equipment (hereinafter referred to as "Communications Equipment" or "Communications Center"), is attached as **Exhibit 1**.

All Communications Equipment shall be anchored and installed on Sublessor's Tower in accordance with good and accepted engineering practices. Sublessee must notify Sublessor of its intent to install the Communications Equipment prior to installation and, subject to the approvals of Sublessor as contemplated hereunder, Sublessee shall also notify Sublessor upon its completion of the installation of its Communications Equipment.

5. **Access.** SUBLESSOR agrees that during the term of this Sublease, Sublessee shall have the right of reasonable ingress and egress on a 24 hour basis to the Subleased Premises (subject to the Primary Lease) for the purpose of installing, maintaining, repairing and removing its Communications Equipment. Sublessee acknowledges and agrees, however, that such access shall be permitted only to authorized engineers or employees of Sublessee or persons under the direct supervision of Sublessee for the limited purposes set forth herein. Sublessee shall use its best efforts to provide Sublessor with 24 hours advance written notice for Sublessee's routine access to its Communications Equipment and in the event of emergency, Sublessee shall give Sublessor notice as soon as reasonably possible.

6. **Interference.** Sublessee shall not use the Subleased Premises in any way that interferes with Sublessor's business operations or with its use of the Property or any equipment located thereon or by subtenants or sublicenses of Sublessor holding rights to the Property on the date of this Sublease. In the event of such interference, Sublessee will cause such interference to cease upon not more than twenty-four (24) hour notice from Sublessor. If Sublessee is unable to eliminate such interference within seventy-two (72) hours, Sublessee agrees to remove its Communication Equipment from the Property and this Agreement shall terminate. Sublessee hereby acknowledges that any interference with Sublessor's business operations shall cause Sublessor to suffer irreparable injury and entitle Sublessor, in addition to exercising any other rights or remedies available hereunder or under applicable law, to seek the immediate enjoinder of such interference.

7. **Improvements; Utilities; Removal.**

a. All work by Sublessee shall be performed in compliance with all applicable laws and ordinances. Sublessee is not authorized to contract for or on behalf of Sublessor for work on, or the furnishing of materials to, the Subleased Premises or any other part of the Property, and Sublessee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Sublessor, any mechanic's, laborer's or similar lien filed against the Subleased Premises or the Property for work or materials claimed to have been furnished at the instance of Sublessee. The Communications Equipment shall remain the exclusive property of Sublessee, and Sublessee shall have the right to remove all or any portion of the Communication Facilities at any time during the term of the Sublease and following any termination of this Sublease; provided Sublessee is not in default of this Sublease. Any property which is not removed by

Sublessee within ninety (90) days after the expiration or earlier termination of this Sublease upon the expiration of said ninety (90) day period, shall at the option of Sublessor (i) be removed and discarded or stored by Sublessor at Sublessee's expense, or (ii) become the property of Sublessor, and Sublessee shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto.

b. Sublessee, at its sole cost and expense, shall erect, maintain and operate on the Premises, separate utility services from the servicing utility company or companies. Sublessee shall individually and directly pay for the utility services it consumes in its operation.

8. **Termination.** Except as otherwise provided herein, this Sublease may be terminated as follows:

a. by Sublessee if Sublessor does not approve Sublessee's Application due to structural limitations of the Tower;

b. by the termination of the Original Lease;

c. by either party if the other party defaults (other than a default described in Section 8. a. above) and fails to cure such default within sixty (60) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such 60-day period, this Sublease may not be terminated so long as the defaulting party commences appropriate curative action within such 60-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

d. by Sublessee upon sixty (60) days prior notice if it is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the construction or operation of the Communications Equipment; or

e. by Sublessee upon sixty (60) days prior written notice if Sublessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, (ii) interference with use of the Subleased Premises resulting from the acts of any third party, an act of God or from other natural forces, or (iii) changes in system design or system usage patterns, Sublessee's use of the Communications Equipment (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Sublessee's communication system.

9. **INDEMNIFICATION.**

(a) Sublessee agrees to indemnify, defend and hold Sublessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communications Equipment or Sublessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Sublessor, its employees, agents or independent contractors.

(b) Sublessor agrees to indemnify, defend and hold Sublessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Sublessor or its employees or agents, or Sublessor's beach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Sublessee, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Sublessee and Sublessor each waives any claims that each may have against the other with respect to lost profits, lost sales, punitive, consequential, incidental or special damages.

10. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Sublessee to:

The Village of Pleasant Prairie
Attn.: Village Administrator
9915 39th Avenue
Pleasant Prairie, WI 53158

If to Sublessor to:

American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01810
Attn.: Land Management

With a copy to:

American Towers LLC
c/o American Tower Corporation
116 Huntington Ave.
Boston, MA 02116
Attn.: Law Department

11. **Environmental Laws.** As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Laws.

Each party represents, warrants and agrees that it will conduct its activities on the Subleased Premises or the Property in compliance with all applicable Environmental Laws. Sublessee agrees to defend, indemnify and hold Sublessor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Sublessor may suffer due to the introduction, use, existence or discovery of any Hazardous Substance on the Subleased Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, that is caused by or results from Sublessee's activities on the Subleased Premises or Property.

Sublessor agrees to defend, indemnify and hold Sublessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Sublessee may suffer due to the introduction, use, existence or discovery of any Hazardous Substance on the Subleased Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, that is caused by or results from Sublessor's activities on the Subleased Premises or Property.

The indemnifications in this Section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Sublease.

12. **Assignment and Subleasing.** Sublessee may not assign or sublet this Lease Agreement without the prior written consent of Sublessor which approval shall not be unreasonably withheld. Sublessor may assign this Sublease Agreement without notice to or consent from Sublessee, in its sole discretion.

13. **Force Majeure.** Sublessor shall not be liable to Sublessee for any loss or damage to the Subleased Premises, Sublessee's use or its equipment due to fire, other casualty, act of God, the state of repair of the Subleased Premises, the bursting or leakage of any water, gas, sewer or steam pipes, or theft or any other act or neglect of any third party unless such loss or damage was caused by the sole negligent act or omission of Sublessor, its agents, servants, employees, contractors, licensees or invitees.

14. **Miscellaneous.**

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to this Section and any other provision in this Sublease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

b. This Sublease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Sublease must be in writing and executed by both parties.

c. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

d. Each party agrees to not record this Sublease.

e. This Sublease shall be construed in accordance with the laws of the county and state in which the Subleased Premises is located.

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

g. Whenever under the Sublease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

h. Sublessor covenants that Sublessee shall, upon paying the Rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Subleased Premises during the term of this Sublease or as it may be extended subject to the Primary Lease.

i. Upon receipt of Sublessor's written request and within fifteen (15) days after said request, Sublessee shall execute, acknowledge and deliver to Sublessor, a certificate stating that: This Sublease is in full force and effect and has not been modified, supplemented or amended in any way, except as specified in such certificate; there are no existing defenses or offsets, except as specified in such certificate; Sublessee has not paid any Rent in advance, except as specified in such certificate; Sublessee is not in default in the payment

of Rent or any of the other obligations required of Sublessee under this Sublease; and Sublessee has paid Rent, Additional Rent, and any other payments due Sublessor as of the date set forth in the certificate.

j. Nothing herein contain shall be deemed or construed by the parties hereto, nor by any other party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. Neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that set forth hereto.

k. Sublessor will cooperate with and permit Sublessee, at Sublessee's sole cost and expense, to implement reasonable measures in order for Sublessee to fulfill its RF exposure obligations at the transmitting site, including restricting public access and posting signs and markings. If Sublessor does not fulfill its obligations pursuant this paragraph, in addition to all other remedies it may have, Sublessee may terminate this Sublease upon written notice to Sublessor without further obligation to pay rent under this Sublease.

l. Waiver of a breach of any provision hereof under any circumstances will not constitute a wavier of any subsequent breach of such provision, or a breach of any other provision of this Sublease.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the dates set forth below.

WITNESSES:

Jean M. Curran
Print Name: JEAN M. CURRAN

[Signature]
Print Name: VARTON KAZANETZ

Print Name: _____

Print Name: _____

SUBLESSOR:

American Towers LLC,
a Delaware limited liability company

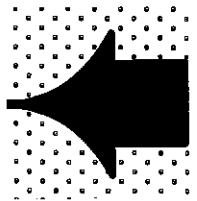
By: [Signature]
Printed: STEVE VONDRAN
It's: Senior Vice President
Date: General Counsel

9/16/2011

SUBLEESSEE:

Village of Pleasant Prairie,
a Wisconsin Municipal Corporation

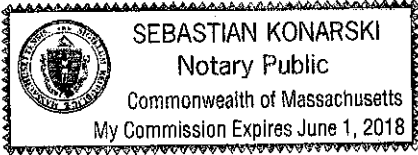
By: _____
Printed: _____
Its: _____
Date: _____



LICENSOR ACKNOWLEDGEMENT

STATE OF Massachusetts)
) ss:
COUNTY OF Middlesex)

BE IT REMEMBERED, that on this 16 day of September, 2011 before me, the subscriber, a person authorized to take oaths in the State of Massachusetts, personally appeared Steve Vondran who, being duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in the within instrument; and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entities upon behalf of which he/she acted, executed the instrument.



[Signature]
Notary Public: _____
My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in the within instrument; and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entities upon behalf of which he/she acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

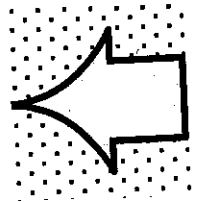


EXHIBIT 1

PLANS AND SPECIFICATIONS

(including description of the antenna location, and location of ground equipment on the ground portion of the Premises)

Number of Antennas: _____

Antenna Manufacturer and Type-Number: _____

Weight and Dimension of Antenna(s) (L x W x D): _____

MW Dish diameter and approved RAD Center: _____

Number of Transmission Lines: _____

Diameter and Length of Transmission Line: _____

Location of Antenna(s) on Tower (Approved RAD Center):

Direction of Radiation (Azimuth): _____

Dimensions of SUBLESSEE Ground Space: _____

Frequencies/Max. Power Output: _____

Other Equipment to be placed on Tower: _____

Dimensions of Additional Ground Equipment: _____

EXHIBIT 2
(Subleased Premises)

See Attached Site Plans:

EXHIBIT 3
(the Property)

Common Address: South Ball Park, a/k/a 9951 Terwall Terrace, Pleasant Prairie, WI 53158

Legal Description:

Legal Description for Lease Site

A PARCEL OF LAND LOCATED IN SECTION 19 AND SECTION 20, T1N R22E, TOWN OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: ALL THE LAND IN SECTION 20 LYING WEST OF THE C.M. ST. PAUL & PACIFIC RAILROAD ROW; EASTERLY AND NORTHEASTERLY OF THE CENTERLINE OF THE DES PLAINES RIVER AND SOUTH OF THE CENTERLINE OF JEROME CREEK. EXCEPT THE EXTENSION OF CTH O, BEING THE SOUTH 50 FEET OF SECTION 20 EAST OF THE DES PLAINES RIVER.

ALSO ALL THAT PART OF THE SE-1/4 OF THE SE-1/4 OF SECTION 19 LYING NORTH OF THE DES PLAINES RIVER.

ALSO THE NE-1/4 OF THE SE-1/4 OF SECTION 19, T1N R22E, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON PIPE ON NORTH LINE OF SAID PARCEL; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 38.24 FEET; THENCE SOUTH 18 DEGREES 55 MINUTES 26 SECONDS EAST, 104.71 FEET; THENCE SOUTH 05 DEGREES 08 MINUTES 33 SECONDS EAST 86.05 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 58.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 59 DEGREES 29 MINUTES 37 SECONDS EAST, 60.00 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES 23 SECONDS WEST, 27.00 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 60.00 FEET; THENCE NORTH 31 DEGREES 30 MINUTES 23 SECONDS EAST, 27.00 FEET TO THE POINT OF BEGINNING.

Legal Description for 8' Utility Easement

A PARCEL OF LAND LOCATED IN SECTION 19 AND SECTION 20, T1N R22E, TOWN OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: ALL THE LAND IN SECTION 20 LYING WEST OF THE C.M. ST. PAUL & PACIFIC RAILROAD ROW; EASTERLY AND NORTHEASTERLY OF THE CENTERLINE OF THE DES PLAINES RIVER AND SOUTH OF THE CENTERLINE OF JEROME CREEK. EXCEPT THE EXTENSION OF CTH O, BEING THE SOUTH 50 FEET OF SECTION 20 EAST OF THE DES PLAINES RIVER.

ALSO ALL THAT PART OF THE SE-1/4 OF THE SE-1/4 OF SECTION 19 LYING NORTH OF THE DES PLAINES RIVER,

ALSO THE NE-1/4 OF THE SE-1/4 OF SECTION 19, T1N R22E, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON PIPE ON NORTH LINE OF SAID PARCEL; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 55.66 FEET; THENCE SOUTH 18 DEGREES 02 MINUTES 51 SECONDS EAST, 3.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19 DEGREES 34 MINUTES 51 SECONDS EAST, 82.36 FEET; THENCE SOUTH 04 DEGREES 56 MINUTES 56 SECONDS EAST, 116.19 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 36.68 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES 23 SECONDS WEST, 10.12 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 6.00 FEET; THENCE NORTH 31 DEGREES 30 MINUTES 23 SECONDS EAST, 4.12 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 36.20 FEET; THENCE NORTH 04 DEGREES 56 MINUTES 56 SECONDS WEST, 116.71 FEET; THENCE NORTH 19 DEGREES 34 MINUTES 51 SECONDS WEST, 73.12 FEET; THENCE SOUTHWEST 290.76 FEET ALONG A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 949.05; THENCE SOUTH 66 DEGREES 40 MINUTES 37 SECONDS WEST, 66.54 FEET; THENCE NORTH 01 DEGREE 18 MINUTES 10 SECONDS WEST, 6.00 FEET; THENCE NORTH 66 DEGREES 40 MINUTES 37 SECONDS EAST, 66.40 FEET; THENCE NORTHEAST 296.34 FEET ALONG A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 941.05 TO THE POINT OF BEGINNING.

Legal Description for 12' Access Easement

A PARCEL OF LAND LOCATED IN SECTION 19 AND SECTION 20, T1N R22E, TOWN OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: ALL THE LAND IN SECTION 20 LYING WEST OF THE C.M. ST. PAUL & PACIFIC RAILROAD ROW; EASTERLY AND NORTHEASTERLY OF THE CENTERLINE OF THE DES PLAINES RIVER AND SOUTH OF THE CENTERLINE OF JEROME CREEK, EXCEPT THE EXTENSION OF CTH O, BEING THE SOUTH 50 FEET OF SECTION 20 EAST OF THE DES PLAINES RIVER.

ALSO ALL THAT PART OF THE SE-1/4 OF THE SE-1/4 OF SECTION 19 LYING NORTH OF THE DES PLAINES RIVER,

ALSO THE NE-1/4 OF THE SE-1/4 OF SECTION 19, T1N R22E, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE ON THE NORTH LINE OF SAID PARCEL; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 29.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 9.00 FEET; THENCE SOUTH 18 DEGREES 55 MINUTES 28 SECONDS EAST, 104.71 FEET; THENCE SOUTH 05 DEGREES 08 MINUTES 33 SECONDS EAST 88.05 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 58.14 FEET ; THENCE SOUTH 31 DEGREES 30 MINUTES 23 SECONDS WEST, 9.00 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 61.73 FEET; THENCE NORTH 05 DEGREES 08 MINUTES 33 SECONDS EAST, 88.72 FEET; THENCE NORTH 18 DEGREES 55 MINUTES 26 SECONDS WEST, 102.77 FEET TO THE POINT OF BEGINNING.

See attached Survey, if available

EXHIBIT 4
(Copy of the Prime Lease)

Return to:

American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01810
Attn.: Land Management

Re: Cell Site #274644 ; Cell Site Name: Prairie Springs Park

State: Wisconsin
County: Kenosha

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between The Village of Pleasant Prairie, a Wisconsin Municipal Corporation, having a mailing address of 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (hereinafter referred to as "**Landlord**") and American Towers LLC, a Delaware limited liability company f/k/a American Towers, Inc., a Delaware corporation, having a mailing address of 10 Presidential Way, Woburn, Massachusetts 01810 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew, and one (1) additional term of four (4) years six (6) months.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

WITNESSES:

Print Name: _____

Print Name: _____

Jean M. Curran
Print Name: JEAN M. CURRAN

Steve Vondran
Print Name: STEVE VONDRAN

"LANDLORD"

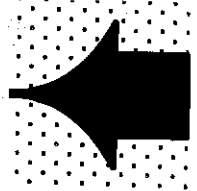
The Village of Pleasant Prairie
a Wisconsin Municipal Corporation

By: _____

Print Name: _____

Its: _____

Date: _____



"TENANT"

American Towers LLC,
a Delaware limited liability company

By: _____

Print Name: STEVE VONDRAN

Its: Senior Vice President

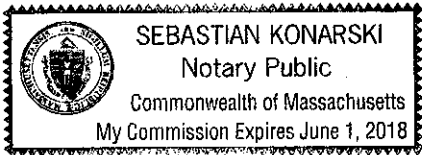
Date: General Counsel

9/16/2011

TENANT ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On the 16 day of September, 2011, before me personally appeared Steve Vondran, and acknowledged under oath that he/she is the Senior VP General Counsel of American Towers LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



[Signature]
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, **John P. Steinbrink** personally came before me and acknowledged under oath that he or she:

- (a) is the **President of the Village of Pleasant Prairie**, the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 20____, by and between The Village of Pleasant Prairie, a Wisconsin Municipal Corporation, as Landlord, and American Towers LLC, a Delaware limited liability company f/k/a American Towers, Inc., a Delaware corporation, as Tenant.

The Premises are located in the Village of Pleasant Prairie, Kenosha County, Wisconsin and are described and/or depicted as follows:

Legal Description for Lease Site

A PARCEL OF LAND LOCATED IN SECTION 19 AND SECTION 20, T1N R22E, TOWN OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: ALL THE LAND IN SECTION 20 LYING WEST OF THE C.M. ST. PAUL & PACIFIC RAILROAD ROW; EASTERLY AND NORTHEASTERLY OF THE CENTERLINE OF THE DES PLAINES RIVER AND SOUTH OF THE CENTERLINE OF JEROME CREEK, EXCEPT THE EXTENSION OF CTH O, BEING THE SOUTH 50 FEET OF SECTION 20 EAST OF THE DES PLAINES RIVER.

ALSO ALL THAT PART OF THE SE-1/4 OF THE SE-1/4 OF SECTION 19 LYING NORTH OF THE DES PLAINES RIVER.

ALSO THE NE-1/4 OF THE SE-1/4 OF SECTION 19, T1N R22E, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON PIPE ON NORTH LINE OF SAID PARCEL; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 38.24 FEET; THENCE SOUTH 18 DEGREES 55 MINUTES 28 SECONDS EAST, 104.71 FEET; THENCE SOUTH 05 DEGREES 05 MINUTES 39 SECONDS EAST 86.05 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 56.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 60.00 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES 23 SECONDS WEST, 27.00 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 60.00 FEET; THENCE NORTH 31 DEGREES 30 MINUTES 23 SECONDS EAST, 27.00 FEET TO THE POINT OF BEGINNING.

Legal Description for 8' Utility Easement

A PARCEL OF LAND LOCATED IN SECTION 19 AND SECTION 20, T1N R22E, TOWN OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: ALL THE LAND IN SECTION 20 LYING WEST OF THE C.M. ST. PAUL & PACIFIC RAILROAD ROW; EASTERLY AND NORTHEASTERLY OF THE CENTERLINE OF THE DES PLAINES RIVER AND SOUTH OF THE CENTERLINE OF JEROME CREEK, EXCEPT THE EXTENSION OF CTH O, BEING THE SOUTH 50 FEET OF SECTION 20 EAST OF THE DES PLAINES RIVER.

ALSO ALL THAT PART OF THE SE-1/4 OF THE SE-1/4 OF SECTION 19 LYING NORTH OF THE DES PLAINES RIVER.

ALSO THE NE-1/4 OF THE SE-1/4 OF SECTION 19, T1N R22E, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON PIPE ON NORTH LINE OF SAID PARCEL; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 66.68 FEET; THENCE SOUTH 19 DEGREES 02 MINUTES 51 SECONDS EAST, 3.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19 DEGREES 34 MINUTES 51 SECONDS EAST, 82.35 FEET; THENCE SOUTH 04 DEGREES 56 MINUTES 58 SECONDS EAST, 116.19 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 36.68 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES 23 SECONDS WEST, 10.12 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 6.00 FEET; THENCE NORTH 31 DEGREES 30 MINUTES 23 SECONDS WEST, 4.12 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 36.20 FEET; THENCE NORTH 04 DEGREES 56 MINUTES 58 SECONDS WEST, 116.71 FEET; THENCE NORTH 19 DEGREES 34 MINUTES 51 SECONDS WEST, 73.12 FEET; THENCE SOUTHWEST 280.76 FEET ALONG A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 949.05; THENCE SOUTH 88 DEGREES 40 MINUTES 37 SECONDS WEST, 66.54 FEET; THENCE NORTH 01 DEGREE 18 MINUTES 10 SECONDS WEST, 6.00 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 37 SECONDS EAST, 66.40 FEET; THENCE NORTHEAST 296.34 FEET ALONG A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 941.05 TO THE POINT OF BEGINNING.

Legal Description for 12' Access Easement

A PARCEL OF LAND LOCATED IN SECTION 19 AND SECTION 20, T1N R22E, TOWN OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: ALL THE LAND IN SECTION 20 LYING WEST OF THE C.M. ST. PAUL & PACIFIC RAILROAD ROW; EASTERLY AND NORTHEASTERLY OF THE CENTERLINE OF THE DES PLAINES RIVER AND SOUTH OF THE CENTERLINE OF JEROME CREEK, EXCEPT THE EXTENSION OF CTH O, BEING THE SOUTH 50 FEET OF SECTION 20 EAST OF THE DES PLAINES RIVER.

ALSO ALL THAT PART OF THE SE-1/4 OF THE SE-1/4 OF SECTION 19 LYING NORTH OF THE DES PLAINES RIVER.

ALSO THE NE-1/4 OF THE SE-1/4 OF SECTION 19, T1N R22E, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE ON THE NORTH LINE OF SAID PARCEL; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 29.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 70 DEGREES 57 MINUTES 09 SECONDS EAST, 9.00 FEET; THENCE SOUTH 18 DEGREES 55 MINUTES 26 SECONDS EAST, 104.71 FEET; THENCE SOUTH 05 DEGREES 08 MINUTES 33 SECONDS EAST 86.05 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 37 SECONDS EAST, 56.14 FEET ; THENCE SOUTH 31 DEGREES 30 MINUTES 23 SECONDS WEST, 9.00 FEET; THENCE NORTH 58 DEGREES 29 MINUTES 37 SECONDS WEST, 61.73 FEET; THENCE NORTH 05 DEGREES 08 MINUTES 33 SECONDS EAST, 89.72 FEET; THENCE NORTH 18 DEGREES 55 MINUTES 26 SECONDS WEST, 102.77 FEET TO THE POINT OF BEGINNING.

BEVERAGE SALES AGREEMENT

This sets forth the agreement ("Agreement") between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 1500 Elk Grove, IL 60007 ("Pepsi") and RecPlex, with its principal place of business at 9900 Terwall Terrace, Pleasant Prairie, WI 53158 (the "Customer") relating to the purchase by the Customer from Pepsi of the Products. The support described below is in lieu of any other discounts, allowances or rebates to which the Customer might otherwise be entitled from time to time.

Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

"Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), and (viii) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

"Cases" shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"Gallons" shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

"Outlets" shall mean the existing Customer facilities operated under RecPlex trademarks as listed in attached Exhibit A and shall include any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer under those trademarks during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

"Packaged Products" shall mean Beverages that are distributed in pre-packaged form (e.g., bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Postmix Products" shall mean Beverages used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Products" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

"Quarter" shall mean each 3-month period during the Term commencing on the first day of the Term.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. **Term**

The term of this Agreement shall commence on May 1, 2011 and expire on April 30, 2016 (the "Term"). When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

2. **Scope**

(A) **Exclusive Pouring Rights**

Except as provided in Section 3(A) herein, during the Term of this Agreement Pepsi shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products) available for sale and distribution within the Customer's Outlets, including at all locations located within the Outlets where Beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for such Products directly and exclusively from Pepsi.

(B) **Ancillary Products**

During the Term, Customer will cause the purchasing representative for each of the Outlets to purchase all carbon dioxide and Pepsi branded disposable cups ("Ancillary Products") from Pepsi, provided that Pepsi's prices for such Ancillary Products remain competitive with other suppliers of similar quality products during the Term.

(C) **Advertising Rights**

Pepsi may advertise and promote its Products in and with respect to the Customer and its Outlets upon mutually agreed to terms and conditions.

3. **Performance**

This Agreement, including all of Pepsi's support to the Customer as described below, is contingent upon the Customer complying with all of the following performance criteria:

(A) **Exclusivity.** Except with regard to the Permitted Exception set forth herein, the Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Outlets by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of competitive nonalcoholic Beverages.

Permitted Exception. Customer may display temporary signage, advertising or trademark display for competitive products to be displayed at the Outlets for Special Promotional Events (as hereinafter defined); provided however that (i) Pepsi's exclusive advertising rights shall not be otherwise affected during such Special Promotional Events, (ii) no competitive products may be sold during any such Special Promotional Events and sampling of competitive products at the Special Promotional Event is only permitted if the master agreement governing the event requires that such products be sampled, and (iii) temporary signage, advertising, trademark displays, etc. shall be removed immediately following the completion of such events. Customer shall provide Pepsi with no less than thirty (30) days' prior notice that it intends to designate an event as a Special Promotional Event. "Special Promotional Event" means an event which is part of a national multi-market pre-sponsored touring show which is sponsored by a manufacturer, licensee or distributor of a competitive beverage product and for which advertising rights for such competitive product are mandated in a master agreement between such sponsor and the promoter of the event or the individuals performing in such event.

- (B) **Product Mix.** The Customer represents that it shall purchase and shall cause its Outlets to purchase Products exclusively from Pepsi and that it shall use reasonable efforts to maintain a mix of both Postmix Products and Packaged Products at each of the Outlets throughout the Term.
- (C) **Fountain Products.** The Customer shall only use the Postmix Products for use in preparing the fountain beverage products (the "Fountain Products"): (i) in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.
- (D) **Brand ID.** The Customer shall have appropriate brand identification, as identified by Pepsi, for each Beverage Product served on all menus (including catering), menuboards and postmix dispensing valves at each of the Outlets throughout the Term.
- (E) **Changes in Outlet(s).** The Customer agrees that it shall promptly notify Pepsi, in writing, of each new Outlet which is opened or acquired during the Term, as well as of any Outlet which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update Exhibit A.
- (F) **Minimum SKU Requirement.** At all times during the Term, the Customer agrees to mandate the distribution a minimum number of SKUs as mutually determined by Pepsi and Customer from time to time during the Term.

4. **Consideration**

In consideration of the exclusive rights granted to Pepsi by Customer over the Term of this Agreement, and provided Customer is not in breach of this Agreement, Pepsi shall provide Customer with the following:

- (A) **Initial Support Funds.** Pepsi shall provide Customer with initial support funds in the amount of Three Thousand Dollars (\$3,000), payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the "Initial Support Funds"). The Initial Support Funds will be used by the Customer to offset the Customer's cost of a new scoreboard in the RecPlex field house. The Initial Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.
- (B) **Merchandise and Product Support.** Pepsi shall provide Customer with an annual merchandise and product support fund to be used by the Customer when requesting product from Pepsi, Pepsi-identified T-shirts and tickets from partner locations (the "Annual Merchandise and Product Support"):

Year	Applicable Time Period	Amount	Due Date: within 45 days after:
1	May 1, 2011 – April 30, 2012	\$4,000	Execution of Agreement by parties
2	May 1, 2012 – April 30, 2013	\$4,000	June 15, 2012
3	May 1, 2013 – April 30, 2014	\$4,000	June 15, 2013
4	May 1, 2014 – April 30, 2015	\$4,000	June 15, 2014
5	May 1, 2015 – April 30, 2016	\$4,000	June 15, 2015

The Annual Merchandise and Product Support Funds are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Merchandise and Product Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

- (C) **Marketing Support Funds.** Each Quarter during the Term, Pepsi shall calculate the total number of Cases of Packaged Products and Gallons of Postmix Products purchased by each of the applicable Outlets from Pepsi pursuant to this Agreement, and shall provide the Customer with marketing support funds calculated

based on applicable amounts set forth below (the "Marketing Support Funds"). The Marketing Support Funds, if applicable, shall be paid by Pepsi within forty-five (45) days of the end of each applicable Quarter during the Term. In the event that any Outlet is closed during the Term of this Agreement, Pepsi agrees to provide Customer with all Marketing Support Funds accrued on behalf of that applicable Outlet as of the time of closing, provided that such Outlet was in full compliance with the terms and conditions of this Agreement.

Marketing Support Funds Amount	Applicable Products
\$3.00/Gallon	Gallons of Postmix Product for Fountain Beverages. Funds will not be paid on Polar Shock and Lipton Liquid Concentrate Tea
\$6.00/ Case	24-unit Cases of 20 oz. Carbonated Soft Drinks and 20 oz. Lipton Teas and Lemonade
\$6.00/Case	24-unit Cases of 20 oz. Gatorade, G2 and Propel
\$4.00/Case	24-unit Cases of 20 oz. Aquafina
\$1.00/Case	24-unit Cases of 15.2 oz. Juice
\$2.00/Case	24-unit Cases of SoBe Lifewater
\$4.00/Case	24-unit Cases of Muscle Milk

The parties agree that Pepsi shall not accrue or pay any Marketing Support Funds for sales to Outlets that are in breach of the Performance Requirements listed in Section 3 above. Customer agrees that the Marketing Support Funds shall be used in part to help offset costs associated with mutually agreed upon marketing programs and promotions throughout the Term.

(D) **Commissions.** As a percentage of the actual cash ("cash in bag" or "CIB") collected by Pepsi from the vending machines placed at the Facilities, less any applicable fees, deposits or taxes ("Commissions"). Such Commissions shall be at the rate(s) set forth below (the "Commission Rate") and shall be calculated as follows:

$$\text{(CIB – applicable fees/deposits/taxes) * Commission Rate = Commissions due}$$

Product	Minimum Vend Price*	Commission Rate**
20 oz. Carbonated Soft Drinks and Water	\$1.50	40%
20 oz. Gatorade, SoBe Lifewater and Non-Carbonated Beverages	\$2.00	35%
* Pepsi reserves the right to increase vend prices during the Term. ** Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new products to the Customer during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product.		

(1) *Commissions Payment.* Commissions shall be remitted by Pepsi to the Customer within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the vending machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due.

(E) **Free Equipment Loan and Service.** As further outlined in Section 5 below, Pepsi shall provide at no cost to Customer or the Outlets necessary dispensing/selling Equipment for Beverages at the Outlets. Such Equipment shall be in sufficient quantities (in light of sales volume) as determined by Pepsi to satisfy the Outlet's reasonable needs.

5. **Equipment**

Pepsi will loan each Outlet, at no charge, appropriate equipment for dispensing the Products during the Term ("Equipment"). The initial placement of Equipment will include one (1) cooler; one (1) fountain unit; two (2) frozen beverage units; and six (6) vending machines. Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Pepsi will also provide, at no charge to the Customer, service to the Equipment. Title to such Equipment will remain vested in Pepsi or its affiliate and all such Equipment will be returned to Pepsi upon expiration or earlier termination of this Agreement. Each Year during the Term or at Pepsi's request, Customer shall provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to Pepsi shall be deemed a material breach of this Agreement.

Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

6. **Pricing**

Pepsi will provide Customer/Outlets a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner (based on mutually agreed upon delivery schedules) and in good and sanitary condition. The Products and Ancillary Products shall be purchased by the Customer from Pepsi at prices established by Pepsi. The current pricing schedule for Products is set forth on attached Exhibit B. Thereafter, the prices may be increased by Pepsi up to four percent (4%) a Year.

7. **General Terms**

(A) **Termination.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason the Customer closes one or more of its Outlets for a period of ten (10) business days or more, then such event shall be deemed a material breach of this Agreement, and Pepsi shall have the right to immediately terminate this Agreement upon five (5) days prior written notice.

In the event of breach of this Agreement by one or more Outlet(s), the parties agree that Pepsi shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Outlet(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).

(B) **Remedies.** If Pepsi terminates this Agreement as a result of default by Customer or its Outlets, then Customer and its Outlets will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi shall have the right to immediately seek reimbursement from Customer and the Outlets for the following:

- (1) A payment reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is 60.

(C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer shall surrender to Pepsi all Equipment installed in the Outlets, whether leased, loaned or otherwise made available by Pepsi.

(D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Outlets for Products ordered from and delivered by Pepsi pursuant to this Agreement.

(E) **Non-Disclosure.** Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(F) **Indemnification.** Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Products; and/or (iii) the negligence or willful misconduct of Pepsi. The Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer.

(G) **Assignment.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in paragraph 7(B) herein. The Agreement shall not be otherwise assignable without the express written consent of Pepsi.

(H) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles.

(I) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the Customer makes a price discrepancy claim within 90 days of the invoice date, the Customer must submit a written request specifying the particular Beverage Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102

If the Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(J) **Tax.** The Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Outlets.

(K) **Force Majeure.** Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Beverage Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.

(L) **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

(M) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

(N) **Effect of Headings.** The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

(O) **Construction.** This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

(P) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(Q) **Further Assurances.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

(R) **Notices.** Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
1500 Touhy
Elk Grove, IL 60007
Attn: Director, FoodService

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department
If to Customer:

RecPlex
9900 Terwall Terrace
Pleasant Prairie, WI 53158
Attn: _____

(S) **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until ninety (90) days prior to the expiration of the Term, the Customer hereby agrees to grant Pepsi exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for Beverage pouring rights at the Outlets upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties.

(T) Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if the Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Outlet operates, (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory or (iii) does not comply with Pepsi's payment terms or makes an unauthorized deduction from amounts due.

(U) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(V) **Customer Representations.** Customer represents and warrants to Pepsi that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties. The Customer and undersigned represent that the undersigned is duly authorized and empowered to bind the Customer to the terms and conditions of this Agreement for the duration of the Term.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

BOTTLING GROUP, LLC

RECPLEX

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

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

Exhibit A
Customer Outlets

Exhibit B
Products and Prices

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.