

**GROUND LEASE**

This Lease is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2001, by and between City of Lodi, a Wisconsin municipal corporation, 113 South Main St., Lodi, WI 53555, hereinafter referred to as "Landlord," and United States Cellular Operating Co., a Delaware corporation, doing business as *U.S. Cellular®*, Attention: Real Estate, 5117 West Terrace Dr., P.O. Box 7835, Madison, WI 53707-7835 ("Tenant"), with a copy to U.S. Cellular, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631.

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease. (a) Landlord hereby grants to Tenant an option ("the Option") to lease from Landlord the following described Leasehold Parcel:

Approximate dimensions: 22' X 30'

Approximate acreage: 0.015 acres

Location: adjacent to and west of a monopole tower to be built west of the existing Columbia County Sheriff's communications tower at Lakeland Hills Country Club, all in the West Half of the West Half of Section 27, T10N, R8E, Columbia County, Wisconsin.

Tenant shall, at its expense, have a survey and legal description prepared by a Wisconsin licensed surveyor of the leased premises and the easements hereinafter referred to. The leased premises, as so surveyed and described, shall be referred to herein as the Leasehold Parcel. This Lease and Option shall not be effective and binding on the parties until the survey and legal description have been approved by both parties, which approval shall be shown by the signatures of the authorized officers of each party on a copy of the survey and legal description. The signed survey and legal description shall then be attached to this Lease as Exhibit A and incorporated herein by reference.

(b) During the Option period and any extension thereof, and after the option fee has been paid, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (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 referred to as

Prepared by, and when recorded please return to:  
U.S. CELLULAR  
ATTN: REAL ESTATE  
8410 W. BRYN MAWR AVENUE  
SUITE 700  
CHICAGO, IL 60631

“Governmental Approvals”), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord’s title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel 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 Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant’s inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$300.00 upon execution of this Agreement. The Option will be for an initial term of six months (the “Initial Option Term”) and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional \$300.00 no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) 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 Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. Grant of Easement Parcel(s). Unless the Leasehold Parcel is immediately adjacent to public rights-of-way for ingress, egress, and utilities, Landlord hereby grants to Tenant the following described non-exclusive Easement Parcel(s) appurtenant to the Leasehold Parcel:

Use: Access.

Width: 20’; Approximate length: as needed between the Leasehold Parcel and the public road known as Prospect Av. over existing traveled ways where practical, and establishing a new route as necessary.

Use: Utilities.

Width: 20’; Approximate length: as needed between the Leasehold Parcel and suitable utility company service connection points. Landlord agrees to make such direct grants of easement as the utility companies may require.

The exact location of the Easement Parcels shall be as determined in the survey and legal description referred to in paragraph 1 (which shall be subject to approval of both parties as stated therein).

3. Grant of Easement Rights. To effect the purposes of this Lease, Landlord hereby grants to Tenant the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel, provided that all utility lines shall be placed underground; (d) the right to enter and temporarily rest upon Landlord’s adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the “Improvements”) and any other personal property of Tenant upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery,

provided that Tenant shall promptly repair any damage done to Landlord's adjacent lands; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the "Premises."

4. Golf Club Consent Required. Notwithstanding any other language herein, it is understood that the Premises, including the easements, are at least partially on land leased by the Landlord to Lodi Golf Club, Inc. Landlord shall attempt to obtain written consent of Lodi Golf Club, Inc. to this Lease. In the event Landlord is unable to obtain such consent within 30 days from the date hereof, this Ground Lease agreement shall be null and void.

5. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon an equipment building, an access road, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (the "Permitted Use"), provided, however, that Tenant shall not construct or place any communication tower on the Premises.

6. Term of Lease. In the event Tenant exercises the Option, the initial lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

7. Option to Renew. Tenant shall have the option to renew this Lease for up to four additional terms of five years each, upon a continuation of all the same provisions hereof, by giving written notice to Landlord of Tenant's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice.

8. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving written notice to Landlord of Tenant's exercise of this option and paying Landlord the amount of \$1,000.00 as liquidated damages.

9. Base Rent. Commencing on the date that Tenant exercises the Option (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of \$600.00 per month, which shall be due on the Commencement Date and then regularly thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month.

10. Adjusted Rent. On each anniversary of the Commencement Date, and throughout the duration of this Lease as renewed and extended, the monthly Base Rent shall be increased by 3% over rents paid in the year just ended.

11. Possession of Premises. Tenant shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Tenant makes the first payment of rent.

12. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.

13. Property Taxes.

(a) Tenant shall pay the personal property taxes levied against the Improvements and the real estate taxes levied against the land underlying the Leasehold Parcel. If the classification of the land for tax purposes changes as a result of Tenant's commercial use, then Tenant shall be responsible for increases attributable to such commercial use. Increases in property values reflected in Landlord's property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best indicate the impact attributable to Tenant.

(b) Although Tenant will be receiving a separate tax bill for its personal property, the parties assume that the Leasehold Parcel will not be eligible for a separate assessor's parcel number. Therefore, Tenant shall contribute to the payment of real estate taxes on the underlying land promptly following Landlord's demand therefor, provided that Tenant's proportionate share shall be computed as follows: Area of Leasehold Parcel, divided by area of total tract shown on tax bill, times total tax attributable to land only. The parties agree to cooperate in good faith to identify the portion of Landlord's property tax increases for which Tenant is fairly responsible, and Tenant agrees to subsidize such increases.

(c) Landlord's requests to Tenant for contribution or reimbursement of property taxes should be addressed to US Cellular Corp., P.O. Box 31369, Chicago, IL 60631-0369. All requests must be accompanied by a copy of Landlord's tax bill. Tenant shall comply with requests for contribution by issuing a check for Tenant's proportionate share made payable to the tax collector. Tenant shall comply with requests for reimbursement by issuing a check to Landlord, provided that a paid tax receipt accompanies such request.

(d) Tenant shall have the right, but not the obligation, to pay Landlord's real estate taxes on the underlying land if the same become delinquent, to ensure that Tenant's leasehold interest does not become extinguished. Tenant shall be entitled to take a credit against rent for the portion of Landlord's taxes which it was not Tenant's obligation to pay, as such amount shall reasonably be substantiated.

14. Repairs. Tenant shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

15. Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, injury or costs (including reasonable attorney's fees) caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's lands. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

16. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's lands, naming Landlord as an additional insured. Tenant shall provide Landlord a certificate of insurance evidencing the insurance required to be maintained by it hereunder.

17. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. Rights of Landlord in Event of Tenant's Default. In the event default is made by the Tenant in payment of said rent herein specified, or any part thereof, or if Tenant defaults in the prompt and full performance of any other provision of this Lease, and such default shall continue beyond the periods specified in paragraphs 17 and 18, then the Landlord shall, without further notice, at its option, have the right to re-enter said Premises, to remove the Tenant and all persons holding under it therefrom and to terminate this Lease and repossess itself of the Premises. Such repossession shall not constitute a waiver by Landlord of any other rights which it might have to enforce collection of rents for the balance of the term or to recover damages from the Tenant for default in payment of rents or other defaults hereunder, and shall not relieve Tenant of any of its obligations hereunder.

20. Assignment of Lease by Tenant. Except as hereinafter provided, Tenant will not assign or transfer this Lease or sublet all or any portion of the Premises without the prior written consent of Landlord. Tenant may assign or sublet to any party controlling, controlled by or under common control with Tenant or to any party which acquires substantially all of the assets of Tenant, provided that the assignee assumes all of Tenant's obligations hereunder and provided that Tenant remains liable for all obligations assumed by it hereunder. Notwithstanding any other language herein, neither Tenant nor any successor or assign of Tenant shall permit another party to erect a building or place equipment on the site without the prior written consent of Landlord. This Lease shall be assignable for collateral purposes only by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant shall notify Landlord in

writing of the name and address of any assignee or collateral assignee at least 60 days before the effective date of any assignment.

21. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the county land records.

22. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove its Improvements from the Premises within 30 days following the date of expiration or earlier termination of this Lease.

23. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

24. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Tenant.

25. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Landlord has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon, except as follows: The Leasehold Parcel was part of a farm before Landlord's ownership thereof. Landlord has no knowledge as to what materials were stored, applied or disposed of thereon.

26. Hazardous Substances. Tenant shall not introduce or use any Hazardous Substance on, under or around the Premises in violation of any applicable federal, state or local law or regulation. Tenant shall indemnify, defend and hold Landlord harmless from and against any damage, loss, expense, response costs, or liability, including consultant fees and attorney's fees, resulting from the presence of any Hazardous Substance introduced by Tenant, or its employees, assignees, agents or contractors. For purposes of this Lease, "Hazardous Substance" means any toxic or hazardous material, substance or waste, as these terms are defined under any federal, state or local law, rule, regulation, or ordinance.

27. Interference.

A. As used in this Lease, "interference" with a broadcasting activity means:

- (a) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or
- (b) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the land adjacent to the Premises on which the tower that Tenant's antenna will be mounted on is located or had any equipment on the Premises or said adjacent land.

B. In the event that during the Initial Term or any additional term, the operation of the Tenant's equipment, whether on the Premises or on any other real estate owned by Landlord, causes interference with any other equipment located within 500 feet of the Premises on the Commencement Date, or any equipment that becomes located within 500 feet of the Premises at any future date, Tenant shall correct such interference.

28. Attorney's fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

29. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

30. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

31. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD:

x Paul Fisk

Paul F. Fisk  
Its: Mayor

39-6005503W

Countersigned

Elizabeth A Frueh

Elizabeth Frueh  
Its: Treasurer

TENANT:

United States Cellular Operating Company,  
a Delaware corporation,

By: \_\_\_\_\_

Printed \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WISCONSIN )  
  )  
COUNTY OF COLUMBIA)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Paul F. Fisk and Elizabeth Frueh, known to me to be the same persons whose names are subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that they signed the said Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 20 day of June, 2001.



Shirley F. Lawson  
Notary Public  
My Commission is permanent/expires 8-2-03

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_ for U. S. Cellular, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to \_\_\_\_\_ authority, \_\_\_\_\_ signed the said Lease as \_\_\_\_\_ free and voluntary act on behalf of United States Cellular Operating Company for the uses and purposes therein stated.