

**2a. Company Contact**

Door County Broadband, LLC

2590 Triax Parkway

Baileys Harbor, WI 54202

Jessica Hatch, Operations Manager [jessica@doorcountybroadband.com](mailto:jessica@doorcountybroadband.com) 920-495-9948

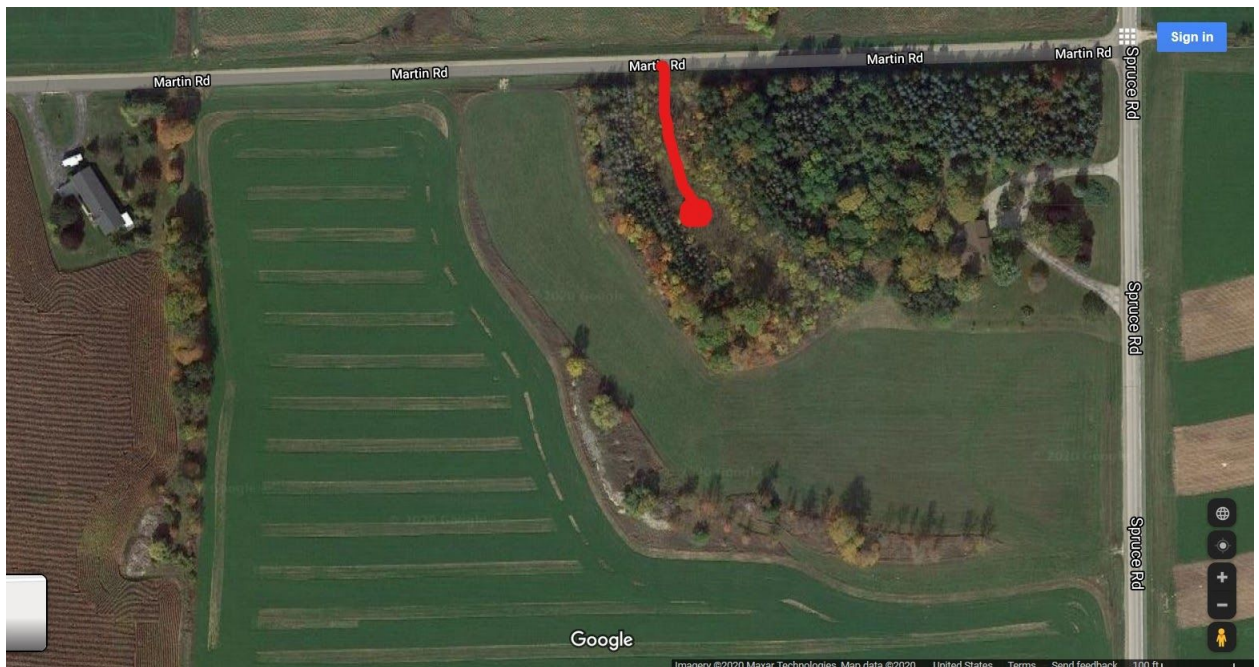
Eric Barrera, Installer/Tower Climber [eric@doorcountybroadban.com](mailto:eric@doorcountybroadban.com) 920-495-9949

**2b. Location of proposed or affected support structure**

N8485 Spruce Rd

Casco, WI 54205

Tower location will be on parcel entering an easement off of Martin Road, please see rough map and entrance indicated in red. **\*\*NOTE we are applying for a fire number for this location with the Town of Lincoln for emergency services and at the request of WPS.**



## 2c. Site Plan

Please see that provided site plan from surveyor Brian Frisque

### Tower Site Survey

LOCATED IN:

THE NE 1/4 OF THE NE 1/4 OF SECTION 19, T. 25 N., R. 24 E.,  
TOWN OF LINCOLN, KEWAUNEE COUNTY, WISCONSIN

**PREPARED FOR:**

DOOR COUNTY BROADBAND, LLC  
2500 TRASK PARKWAY  
BAILEYS HARBOR, WI 54002

**PROPERTY OWNERS:**

JORDAN J. & JENNIFER L. NOWAK  
NR485 SPRUCE ROAD  
CASCO, WI 54002  
TAX PARCEL NO. 010-00019-0040

**PREPARED BY:**

BRIAN FRISQUE SURVEYING INC.  
BRIAN D. FRISQUE  
PROFESSIONAL LAND SURVEYOR  
3121 MATTHEY ROAD  
STURDEON BAY, WI 54235  
(920) 743-7183

**LEGEND**

- ⊕ U.S. PUBLIC LAND SURVEY CORNER (SECTION 2500 DOOR COUNTY MONUMENT)
- SET 1" IRON PIPE WESCHING 1.1 LBS PER LINEAL FOOT
- ⚡ SET WIRE FLAGS AT TOWER MAT

**SURVEYING NOTES**

BEARINGS & COORDINATES REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SECTION 19-25-24 BEARING 5 28°10'10" W BASED FROM THE WISCONSIN COUNTY COORDINATES SYSTEM - ZONE 4 - KEWANEE

30 FOOT WIDE TEMPORARY CONSTRUCTION EQUIPMENT STORAGE AND ACCESSARY CONNECTION OF TOWER CONSTRUCTION

BEARING AND DISTANCE FROM THE CENTER OF THE TOWER TO THE NEAREST EXISTING UTILITY POLE WITHIN THE PUBLIC RIGHT-OF-WAY AT THE INTERSECTION OF MARTIN ROAD & T4H "C" IS N 47°52'24" E A DISTANCE OF 80 FEET

BEARING AND DISTANCE FROM THE CENTER OF THE TOWER TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF MARTIN ROAD IS N 01°58'51" W A DISTANCE OF 49 FEET

**BUILDING ZONE - [ 12 ]**

75 PLATTED CENTRALLINE SETBACK TO REAR YARD SETBACK TO SIDE YARD SETBACK

**SCALE**

Building lines plotted on basis of utility setbacks. Plotted as the line that was processed and should not be relied upon without first obtaining written verification thereof from the Town of Lincoln and any other local zoning authority.

**SCALE: 1" = 60'**

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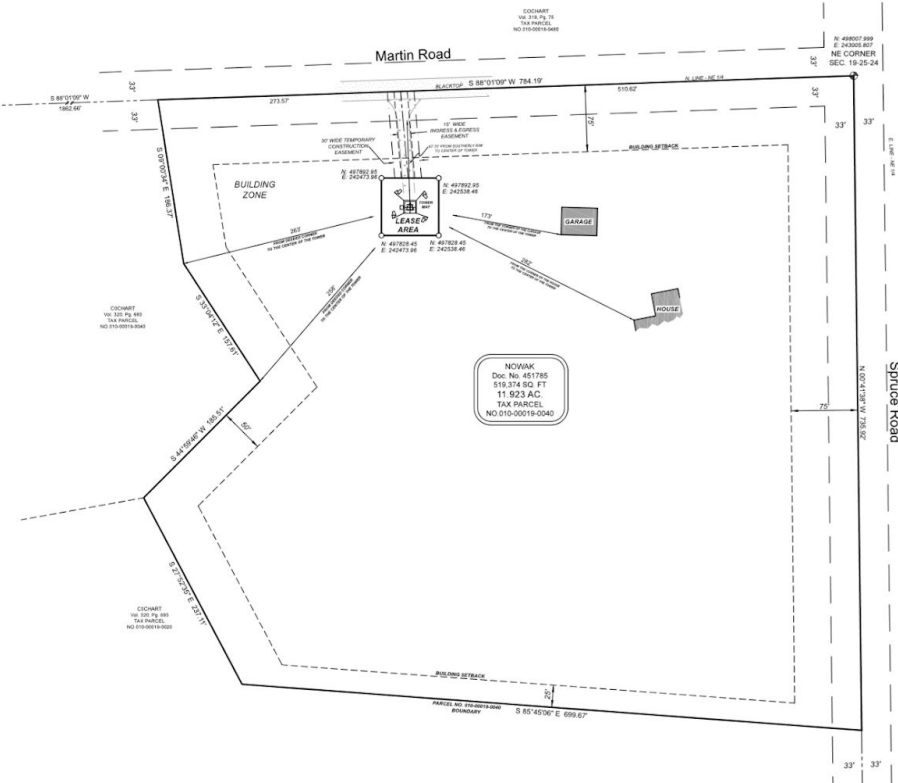
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SHEET 3 OF 3  
05-07-20  
K-090416L.dwg  
Drawn By: C.E.C  
JOB# K-090416L

**2d. Security Measures**

The tower structure includes Tylon SuperTitan Weld section #12 anti-climb shield at the base of the structure. Please see example provided.



**2e. This is not applicable to this application.**



**2f. Construction Plan- Nowak property**



- The support structure will be a Trylon 120' W200 Super Titan Weld Tower, "please see page 15"

- Cambium Networks ePMP 2000 Access Point
- Cambium Networks ePMP Sector Antenna
- Cambium Networks PTP 820C licensed microwave radio
- VHLP2-11 Antenna
- Cambium Networks PMP 450m Access Points
- Outdoor Enclosure OD-62x
- TPDIN-MONITOR-WEB
- Netonix PoE Switch
- Cat 5 Armored Cable
- 40AH12V SLA batteries
- GPS Syncbox
- UPS controller
- 24 VDC power supply
- DIN terminal
- DC breaker
- DIN rail

**2g. Location Choice**

The tower location was chosen based on its elevation and ability to serve many customers via line of sight fixed wireless service. The search ring does not apply to fixed wireless as it does with mobile service services since our customers do not move, instead they require an obstructed patch for radio waves to travel. There is one existing FM tower in the area however this is a high power FM transmitter which precludes utilizing this tower for broadband due to the interference between the FM transmitter and the ethernet on the tower and at the tower base. RF fields decrease with the inverse-square (2 times further away has 1/4th the power and 3 times further away has 1/9th the power). Even a few thousand feet would permit the operations of broadband ethernet equipment in the area, just not on the same tower as high power FM hardware. This makes use of this FM tower technically infeasible for us to use.

**2h.** **Proof of Insurance**

Please see provided proof of insurance from Coverra Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Coverra Insurance Services, Inc. 535 Industrial Drive P.O. Box 253 Sparta WI 54656	<b>CONTACT NAME:</b> Rebecca Stritchko <b>PHONE (A/C No. Ext):</b> 608-269-2127 <b>FAX (A/C No.):</b> 608-269-2130 <b>E-MAIL ADDRESS:</b> rstritchko@coverrainurance.com  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="width: 20%;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Travelers Insurance</td> <td></td> </tr> <tr> <td><b>INSURER B:</b> Middlesex Ins. Co.</td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Travelers Insurance		<b>INSURER B:</b> Middlesex Ins. Co.		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Door County Broadband LLC 2590 Triax Pkwy Baileys Harbor WI 54202	DOORCOU-01														

**COVERAGES**      **CERTIFICATE NUMBER:** 962165397      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZPP31N11149	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY OTHER:			BA2N816140	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2N842803	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y    N/A	A0103574001	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Kewaunee County 810 Lincoln Street Kewaunee WI 54216	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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**2i. Copy of property lease agreement**  
Please see provided lease agreement

**TOWER LEASE AGREEMENT**

**THIS TOWER LEASE AGREEMENT ("Lease") is entered into this 14 day of March, 2019, by and between Jennifer and Jordan Nowak, a Wisconsin Resident(hereinafter, "Landlord"), and Door County Broadband, LLC, a Wisconsin limited liability corporation (hereinafter, "Tenant").**

**WITNESSETH:**


**WHEREAS, Landlord owns that certain parcel of real property identified and described on Exhibit "A" attached hereto (hereinafter, the "Site"); and**

**WHEREAS, pursuant to this Lease, and subject to the terms and conditions herein contained, Landlord is hereby granting to Tenant an option to lease a portion of the Site (the "Designated Premises") as approximately depicted on the attached Exhibit B for Tenant's installation, construction, and operation of a telecommunications tower and related equipment; and**

**WHEREAS, in the event Tenant exercises the Option (as defined below), Landlord shall lease to Tenant the Designated Premises to Tenant subject to the terms and conditions herein contained.**

**NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Lease, Landlord and Tenant agree as follows:**

**ARTICLE I  
BASIC PROVISIONS**

- |            |  |  |
|------------|--|--|
| <b>1.1</b> | <b><u>Option Fee.</u></b>              | N/A  |
| <b>1.2</b> | <b><u>Option Term.</u></b>             | N/A  |
| <b>1.3</b> | <b><u>Original Lease Term.</u></b>     | <b>Ten (10) years with two 5 year extensions at Tenant's sole discretion, commencing on the Lease Commencement Date.</b>   |
| <b>1.4</b> | <b><u>Lease Commencement Date.</u></b> | The date of Tenant's Exercise Notice.  |
| <b>1.5</b> | <b><u>Base Rent.</u></b>               | <br>to Landlord.   |
| <b>1.6</b> | <b><u>Use of Premises.</u></b>         | <b>The Premises may be used exclusively by Tenant for the purpose of constructing, installing, maintaining, and operating a telecommunications tower or other facility and related equipment in conjunction with Tenant's internet broadband business.</b> |



**ARTICLE II**  
**OPTION TO LEASE**

- 2.1 ~~**Option.**~~ Deleted.
- 2.2 ~~**Option Fee.**~~ Deleted.
- 2.3 ~~**Access.**~~ Deleted
- 2.4 ~~**Fittings.**~~ Deleted.

**ARTICLE III**  
**LEASE AND ACCESS TO PROPERTY**

In the event Tenant exercises the Option, then Landlord hereby leases to Tenant, and Tenant hereby takes possession of and from Landlord, the Designated Premises, subject to the provisions of this Lease. Tenant and Tenant's assignees and subtenants, if any, shall have open and unrestricted access to the Designated Premises at all times during the term of this Lease. If necessary to access the Designated Premises as herein described, Landlord hereby grants to Tenant and Tenant's assignees and subtenants, if any, an easement over, upon, and across property adjoining the Site owned or under the control of Landlord for the purpose of providing Tenant and Tenant's assignees and subtenants, if any, with twenty-four (24) hour daily access to the Site from a public street or thoroughfare (the "Access Easement"). In addition, Landlord hereby grants to Tenant and Tenant's assignees and subtenants, if any, an easement over, upon, and across property adjoining the Site owned or under the control of Landlord for the purpose of providing utilities to the Designated Premises (the "Utility Easement"). The Access Easement and the Utility Easement shall be revoked or terminated only upon the expiration or earlier termination of this Lease. Landlord agrees to execute one or more separate Easements in recordable form upon Tenant's request and at Tenant's expense, which Easements may be filed or recorded without Landlord's consent. Notwithstanding anything in this Lease to the contrary, Tenant may terminate this Lease at any time by delivering to Landlord one hundred eighty (180) days advance written notice of Tenant's intent to terminate this Lease in the event Tenant ceases business operations.

**ARTICLE IV**  
**RENT AND RENEWAL**

4.1 ~~**Base Rent for Initial Lease Term.**~~ During the initial ten (10) years of the Lease Term, Tenant shall pay to Landlord rent for the Designated Premises consisting of the Base Rent set forth in Article I, above, and any other payments due under this Lease.

4.2 ~~**Adjustment to Base Rent.**~~ On every fifth anniversary after the Initial Lease Term, the Base Rent shall increase by one service level over the preceding lease period.

**ARTICLE V**  
**MAINTENANCE**

Tenant shall make all maintenance and repairs necessitated by its use of the Designated Premises, and maintain any improvements Tenant constructed thereon in compliance with applicable laws and regulations. In addition, Tenant shall maintain and keep in good repair all fixtures and appurtenances installed and maintained on the Designated Premises during the term hereof.

**ARTICLE VI**  
**TAXES AND UTILITIES**

Landlord shall pay, or cause to be paid, all real property taxes, special assessments, and improvement bonds levied and assessed against the Site, and other of Tenant's improvements located on the Designated Premises. Tenant shall pay, or cause to be paid, all personal property taxes levied or assessed against Tenant and its equipment, property, fixtures, and other improvements located on the Designated Premises. Tenant shall pay, or cause to be paid, Seventy-five (\$75) Dollars per annum for electricity and/or any other utility or service used by Tenant in connection with its occupancy of the Designated Premises.

**ARTICLE VII**  
**INSURANCE**

7.1 **Landlord's Insurance.** Landlord shall keep and maintain comprehensive general liability insurance against claims of bodily injury, death, and damage to property suffered by others in an amount not less than \$2,000,000.00.

7.2 **Tenant's Liability Insurance.** Tenant shall, during the entire Term hereof, keep in force and effect a policy of comprehensive general liability and property damage insurance with respect to the Designated Premises and Tenant's installation, maintenance, and operation of its Equipment at the Designated Premises, with limits of liability not less than \$2,000,000.00 per occurrence and with a limit of property damage liability of not less than \$2,000,000.00.

7.3 **Tenant's Personal Property Insurance.** Tenant agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended-coverage endorsement insuring one hundred percent (100%) of the full insurable value of Tenant's Equipment installed, maintained, and/or operated on the Designated Premises.

7.4 **Evidence of Insurance.** Tenant and Landlord shall, at the request of the other, cause to be issued by the insurer or insurers providing the insurance specified in this Article VII certificates of insurance reflecting all such coverages; and Tenant and Landlord shall both instruct and obtain the consent of each such insurer to provide at least thirty (30) days prior written notice to the other party of any proposed cancellation of, or material change in, any policy for any cause. In addition, each policy of insurance required by this Article VII shall name Tenant or Landlord, as the case may be, as an "additional insured."

7.5 **Waiver of Subrogation.** Notwithstanding anything in this Lease to the contrary, neither Landlord nor Tenant shall be liable to the other for loss arising out of damage or destruction of the Designated Premises, or Tenant's Equipment, if such damage or destruction is caused by a peril included within a standard form of fire insurance policy, with full extended-coverage endorsement added, and Landlord or Tenant, as the case may be, receives full and/or reasonably adequate reimbursement for such loss pursuant to such insurance policy. It is the intention and agreement of Landlord and Tenant that each party shall look to the insurer for reimbursement of any such loss and, further, that the insurer involved shall have no subrogation rights against the other party. Tenant and Landlord shall both advise their respective insurance companies of this waiver of subrogation; and all policies procured by the parties in accordance with this Article VII shall contain a waiver of any right of subrogation by the insurer against the other party to this Lease.

**ARTICLE VIII**  
**INDEMNIFICATION**

8.1 **By Tenant.** Subject to the waiver of subrogation set forth in Section 7.5, above, Tenant shall indemnify, defend, and hold harmless Landlord, its affiliates and their respective directors, officers, shareholders, successors, and assigns, from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) arising from:

531409.059:1845046

a. any demand, claim, suit, action, proceeding, or investigation (hereinafter, a "Claim") to the extent such Claim is attributable to the joint, concurrent, or sole negligence, gross negligence, or willful misconduct or strict liability of Tenant, or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Tenant; and

b. any material breach by Tenant of any provision of this Lease.

**8.2 By Landlord.** Subject to the waiver of subrogation set forth in Section 7.5, above, Landlord shall indemnify, defend, and hold harmless Tenant, its affiliates and their respective directors, officers, shareholders, successors, and assigns, from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) which arise from:

a. any Claim to the extent such Claim is attributable to the joint, concurrent, or sole negligence, gross negligence, or willful misconduct or strict liability of Landlord, or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Landlord; and

b. any material breach by Landlord of any provision of this Lease.

**8.3 Limits on Indemnification.** Neither party shall be responsible or liable to any person entitled to indemnification under Section 8.1 or Section 8.2, above, for any cost, demand, damage, suit, expense, or cause of action arising from any Claim to the extent attributable to any acts or omissions of the party seeking indemnification or any third party not within Landlord's or Tenant's control.

**8.4 Survival.** The provisions of this Article VIII shall survive the termination or earlier expiration of this Lease with respect to any events occurring on or before such termination or expiration, whether or not Claims relating thereto are asserted before or after such termination or expiration.

#### **ARTICLE IX SURRENDER OF POSSESSION**

Upon the expiration of this Lease, or within ninety (90) days after the earlier termination of this Lease, Tenant shall surrender the Designated Premises to Landlord and shall remove therefrom its personal property and all above-ground alterations, additions, improvements, and fixtures placed or maintained on the Designated Premises by Tenant. In the event this Lease is terminated prior to the expiration of the then-current term, Tenant and Tenant's assignees or subtenant's, if any, shall have open and unrestricted access to the Site for ninety (90) days immediately after such termination to remove any such personal property, above-ground alterations, additions, improvements, and fixtures.

#### **ARTICLE X DAMAGE, DESTRUCTION, OR TAKING BY EMINENT DOMAIN**

**10.1 Termination Upon Damage or Destruction.** If, through no fault of Tenant or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Tenant, the Tower, Tenant's Equipment, and/or other facilities located on the Demised Premises are damaged so as to materially impair Tenant's ability to utilize the Designated Premises for its intended purpose, Tenant shall have the right to terminate this Lease upon thirty (30) days advance written notice to Landlord; and the base rent and other charges due hereunder shall prorated to the date of such damage or destruction.

**10.2 Eminent Domain.** If the Designated Premises, or a substantial portion thereof so as to render either unusable for its intended purpose(s), shall be taken under the power of eminent domain, or sold under the threat of the exercise of such power, this Lease shall, at the option of either Landlord or Tenant, be terminated upon thirty (30) days

prior written notice; and the Base Rent and other charges due hereunder shall be prorated to the date of such taking or sale.

## **ARTICLE XI DEFAULT**

**11.1 Events of Tenant Default.** All of the following shall be considered events of Tenant's Default:

a. Tenant fails to pay the Base Rent, or any charge due hereunder within ten (10) days after written notice thereof has been given by Landlord to Tenant; or

b. Tenant fails to perform any of the other covenants or conditions herein contained on the part of Tenant, and such failure continues for thirty (30) days after written notice thereof is given to Tenant (except that such thirty (30)-day period shall be automatically extended for an additional period of time reasonably necessary to cure such failure if such failure cannot be cured within such thirty (30)-day period, and provided Tenant commences the process of curing such failure within said thirty (30)-day period and continuously and diligently pursues such cure to completion; or

c. a receiver is appointed to take possession of all, or substantially all, of Tenant's assets, or Tenant makes an assignment for the benefit of creditors, or takes any action or suffers any action under any insolvency, bankruptcy, or reorganization act, or is otherwise insolvent.

Landlord shall be deemed to be in default (a "Landlord Default") if Landlord fails to perform any covenants or conditions herein contained on the part of Landlord, and such failure continues for thirty (30) days after written notice thereof is given to Landlord (except that such thirty (30)-day period shall be automatically extended for an additional period of time reasonably necessary to cure such failure if such failure cannot be cured within such thirty (30)-day period, and provided Landlord commences the process of curing such failure within said thirty (30)-day period and continuously and diligently pursues such cure to completion

**11.2 Remedies Upon Events of Default.** Upon the occurrence of any Tenant Default Landlord shall be entitled to recover from Tenant all damages sustained by Landlord on account of the event of Tenant Default. Notwithstanding the foregoing, Landlord shall be obligated to take those steps reasonably necessary to mitigate any damages Landlord sustains on account of any event of Tenant Default. Upon the occurrence of any Landlord Default, Tenant shall be entitled to recover from Landlord all damages sustained by Tenant on account of the event of the Landlord Default. In addition to recovering damages from Tenant, Landlord may, upon the occurrence of an event of a Landlord Default, Landlord may elect to terminate this Lease.

## **ARTICLE XII MISCELLANEOUS**

**12.1 Quiet Enjoyment.** Landlord covenants that if and so long as Tenant pays the rent and performs the terms, covenants, and conditions on Tenant's part to be performed, Tenant and those claiming through Tenant shall peaceably and quietly have, hold, and enjoy the Designated Premises for the term of this Lease, subject to the provisions of this Lease.

**12.2 Assignment and Subletting.** Tenant may assign or sublet this Lease, in whole or in part, upon written notice to Landlord. Upon an assignment by Tenant and the assumption of such assignment by the assignee, Tenant shall be fully relieved of its obligations under this Lease.

**12.3 Successors in Interest.** All of the covenants, agreements, terms, and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, and successors in interest.

**12.4 Headings.** The titles to sections of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

**12.5 Non-Waiver.** Waiver by Landlord or Tenant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease, regardless of Landlord's or Tenant's knowledge of any prior or proceeding breach at the time of payment or acceptance of rent.

**12.6 Applicable Law/Severability.** This Lease shall be governed by and construed in accordance with the laws of Wisconsin. Any provision of this Lease which shall be found invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof; and the remaining provisions hereof shall nevertheless remain in full force and effect.

**12.7 Notices.** Any notice or other communication required or contemplated under the provisions of this Lease shall be in writing and delivered in person, evidenced by a signed receipt, or mailed via certified mail, return receipt requested, postage prepaid, to the addresses indicated below, or to such other persons or addresses as Landlord or Tenant may provide by notice to the other. The date of the notice shall be the date of delivery if the notice is personally delivered, or the date of mailing if the notice is mailed by certified mail.

If to Tenant:                      Door County Broadband, LLC  
Attn: Kevin Voss  
2590 TRIAX Parkway  
Baileys Harbor, WI 54202

If to Landlord:                     Jennifer and Jordan Nowak  
N8485 Spruce Road  
Casco, WI 54205

**12.8 Memorandum of Option and/or Lease.** Tenant shall not file or record this Lease without Landlord's prior written consent. Notwithstanding, Landlord agrees to execute a Memorandum of Option and/or Lease in a form acceptable to Landlord at Tenant's request and expense, which Memorandum may be filed or recorded without Landlord's consent.

**12.9 Master or Ground Lease(s).** In the event this Lease is subject or subordinate to one or more master or ground leases, Landlord shall, upon Tenant's request, provide to Tenant copies of any such master or ground leases with confidential and financial information redacted.

**12.10 Force Majeure.** In the event that Landlord or Tenant shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees or agents of Landlord or Tenant, as the case may be, strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental actions or inactions (including, but not limited to, those related to zoning approvals, permits, or related appeals), laws or regulations, riots, insurrection, war, or other reasons beyond its control, then the performance of such act shall be excused for the period of delay; and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

**EXHIBIT "A"**

**LOCATION AND DESCRIPTION OF PREMISES**

**Property Summary**

<b>Parcel #:</b>	010-00019-0040
<b>Alt. Parcel #:</b>	31 010 19.012
<b>Parcel Status:</b>	Current Description
<b>Creation Date:</b>	
<b>Historical Date:</b>	
<b>Acres:</b>	11.924

**Legal Description**

COM AT NE COR OF NE1/4-NE1/4 S19 TH S 88°43'15" W ALG C/L 897.89' TH S 0°17'30" E 267.60'S 27°10'30" E 436.04' S 85°03' E 699.77' TO E LN OF S19 TH N ALG SD E LN 735.92' TO POB (TRACT 1 SUR 6-4-79) & EXC LOT 2 OF 5CSM-143 MAP #906



**EXHIBIT "B"**

**[SKETCH TO BE ATTACHED OF LOCATION OF PROPOSED TOWER]**

Mid-Sea Water Park, 01-0011012  
Address: 10100 N. 1st St.  
Orange, FL 32667  
City: Orange  
State: FL  
Country: USA  
Phone: (407) 251-1111  
Fax: (407) 251-1111



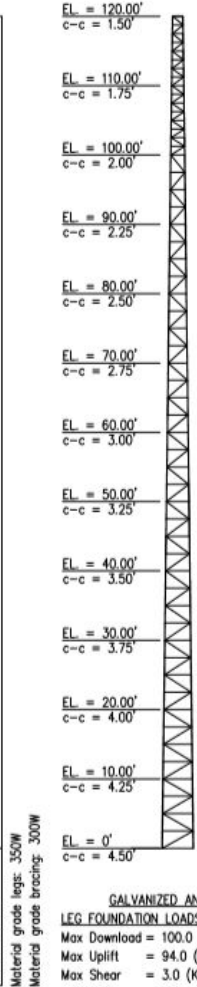
Page 1 of 1  
Map 1 of 1

Map 1 of 1

2j. **Structural Design Report**  
Please see the report from Trylon

120FT W200 AWSS

TOWER KIT NUMBER	5.640.0200.120
DESCRIPTION	5.640.0200.120
MARKING	
LEG	SR 1 3/4 SR 1 3/4 SR 1 1/2 SR 1 1/4 SR 1
HORIZONTAL	SR 0 3/4 SR 0 3/4 SR 0 3/4 SR 0 3/4 SR 0 3/4
DIAGONAL	SR 0 7/8 SR 0 7/8 SR 0 3/4 SR 0 5/8 SR 0 5/8
SECTION WT. (lbs)	350 350 277 248 189
DIAGONAL BOLTS	
SPLICE BOLTS	

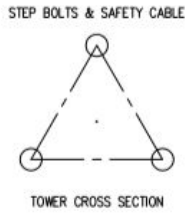


No.	Description <sup>1</sup>	Qty	Elev. (m)	Elev. (ft)	Azimuth (°N)	TX Line Description	Qty	Owner	Status
1	PIP820C ODU (QT 3)	1	36.6	120	0	-	-	ocb	i
2	FUTURE LOAD 10sf	1	36.6	120	0	LDF2P-50A	1	ocb	i
3	PL2	1	36.6	120	0	LDF1P-50A	1	ocb	i
4	PL2	1	36.6	120	120	LDF1P-50A	1	ocb	i
5	PL2	1	36.6	120	240	LDF1P-50A	1	ocb	i
6	PmpP450i 3 Ghz Int	1	35.1	115	0	LDF2P-50A	1	ocb	i
7	PmpP450i 3 Ghz Int	1	35.1	115	120	LDF2P-50A	1	ocb	i
8	PmpP450i 3 Ghz Int	1	35.1	115	200	LDF2P-50A	1	ocb	i
9	PmpP450i 3 Ghz Int	1	35.1	115	270	LDF2P-50A	1	ocb	i
10	ePMP 2000 ON 90 ANTENNA	1	33.5	110	0	LDF2P-50A	1	ocb	i
11	ePMP 2000 ON 90 ANTENNA	1	33.5	110	120	LDF2P-50A	1	ocb	i
12	ePMP 2000 ON 90 ANTENNA	1	33.5	110	200	LDF2P-50A	1	ocb	i
13	ePMP 2000 ON 90 ANTENNA	1	33.5	110	270	LDF2P-50A	1	ocb	i
14	Ptp450i int 5Ghz BH	1	30.5	100	0	LDF2P-50A	1	ocb	i
15	Ptp450i int 5Ghz BH	1	30.5	100	120	LDF2P-50A	1	ocb	i
16	Ptp450i int 5Ghz BH	1	30.5	100	240	LDF2P-50A	1	ocb	i

STATUS: E-EXISTING, F-FUTURE, I-INITIAL, P-PROPOSED

1- ALL PANEL ANTENNAS ARE TO BE MOUNTED ON 1' STANDOFF  
2- INCLUDED MOUNT, ANTENNA AND SAFETY FACTOR OF 1.2.

REFER TO SUPERTITAN WELD INSTALL MANUAL FOR FULL INSTALL DETAILS



GALVANIZED ANCHOR BOLTS: N/A

LEG FOUNDATION LOADS  
Max Download = 100.0 (Kips)  
Max Uplift = 94.0 (Kips)  
Max Shear = 3.0 (Kips)

GLOBAL FOUNDATION LOADS  
Max Axial = 14.0 (Kips)  
Max OTM = 381.0 (Kipsft)  
Max Shear = 5.0 (Kips)

TOWER COORDINATES  
LATITUDE: 44° 37' 56.6"N  
LONGITUDE: 87° 37' 29.3"W

\*WIND BASED ON KEWAUNEE COUNTY, US.

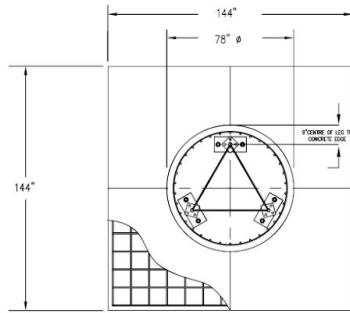
REV.	REV. BY:	CHK. BY:	DESCRIPTION	DATE

NOTES:

DESIGN STANDARD: EIA-222-G  
BASIC 3 SEC. GUST WIND SPEED: 90.0 (mph)\*  
BASIC 3 SEC. GUST WIND SPEED WITH ICE: 40.0 (mph)\*  
SERVICE WIND SPEED: 60.0 (mph)  
BASIC ICE THICKNESS: 0.50 (in)  
TOPOGRAPHIC CATEGORY: 1  
EXPOSURE CATEGORY: C  
IMPORTANCE CLASS: 2  
MAX MW ROTATION AT: 60.0 (mph) : 0.59'

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CUSTOMER: DOOR COUNTY BROADBAND | SITE: CASCO, WI | NTS  
DATE: 18 MAR 20 | BY: MG | CHK: | APP: |  
TITLE: 120FT W200 AWSS | DRAWING NO. 160721.PROFILE



**FOUNDATION NOTES:**

**GENERAL:**

- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL STANDARDS.
- 2) THE TOWER BASE PAD SHALL BE PLACED AGAINST UNDISTURBED SOIL.
- 3) SOIL PARAMETERS BASED ON GEOTECHNICAL REPORT PROVIDED BY INTERTEK PSI. 0094969, OCT,18,2019

**INSPECTION:**

- 1) THE FOUNDATIONS AND ANCHORAGES SHALL BE INSPECTED AT ALL CRITICAL STAGES OF THE WORK BY AN ENGINEER OR A QUALIFIED PERSON REPORTING TO THE ENGINEER.

**CONCRETE:**

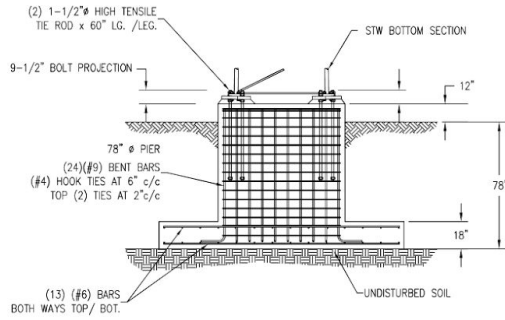
- 1) CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF NOT LESS THAN 4350 psi (30 MPa).
- 2) CONCRETE SHALL CONTAIN AN AIR ENTRAINING AGENT. CONCRETE SHALL BE TYPE 10 NORMAL PORTLAND CEMENT.
- 3) THE MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE 3/4 in. SLUMP SHALL BE 3 in +/- 1 in
- 4) ALL GROUT SHALL BE NON-FERROUS AND NON SHRINK WITH A MINIMUM COMPRESSIVE STRENGTH OF 5000 psi (35 MPa) AT 28 DAYS, EDGES GROUT SHALL BE TAPERED OFF AT 45°.

**REINFORCEMENT:**

- 1) ALL REINFORCEMENT SHALL HAVE A MINIMUM OF 3 in CONCRETE COVER.
- 2) REINFORCING STEEL SHALL BE DEFORMED BARS WITH A MINIMUM YIELD OF 60 ksi.

**BACKFILLING:**

- 1) BACKFILL SHALL BE PLACED IN THIN LIFTS (MAXIMUM 6 in) AND COMPACTED TO A MINIMUM OF 95 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY. IN THE EVENT THAT EXCAVATED MATERIALS ARE NOT SUITABLE FOR BACKFILL, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUPPLY AND COMPACT SUITABLE CLEAN MATERIAL TO MEET THAT REQUIREMENT.



REFER TO SUPERTITAN ALL-WELD INSTALLATION MANUAL FOR ADDITIONAL INFORMATION.

REV	BY	CHK	DESCRIPTION	DATE



3-18-2020

REFERENCE DRAWINGS:	
DRAWING NUMBER	DRAWING NUMBER

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**Trylon**

DRAWING NO. 160721.FDN

CUSTOMER: DOOR COUNTY BROWNSVILLE

DATE: 18 MAR 2020

BY: MG

CHK: CHK

APP: APP

SCALE: NTS

TITLE: 120FT W200 FOUNDATION