

DOCUMENT NO.  
754752

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WARRANTY DEED-By Corporation  
STATE OF WISCONSIN-FORM 10  
THIS REGISTER'S OFFICE  
OUTAGAMIE COUNTY, WI.  
RECEIVED AND RECORDED ON

SEP 15 1978

AT 9 O'CLOCK P.M.  
IN JACKET 1133 IMAGE 10-12  
D.P. Peeters  
REGISTER OF DEEDS CW

THIS INDENTURE, Made by City of Appleton,  
A Wisconsin Municipal Corporation

..... a Corporation  
duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor,  
of Outagamie County, Wisconsin, hereby conveys and warrants to  
Telegraph-Herald, Inc.

grantee, of ..... County, Wisconsin, for the sum of  
Eighty-Nine Thousand (\$89,000.00) Dollars

the following tract of land in Outagamie County, State of Wisconsin:

A parcel of land located in part of Government Lot 7 and 8, Section Twenty-nine (29), Township Twenty-one (21) North, Range Eighteen East, City of Appleton, Outagamie County, Wisconsin, bounded and described as follows: Beginning at the southeast corner of Lot 1, Block 32, Schaefer Park Plat, thence N 1°-35'-20" west (recorded as N.1°-35'-00" west) along the east line of said plat 967.95 feet; thence N.88°-24'40" east, 700.00 feet to a point known as Point "A", thence S.1°-35'-20" east, 909.44 feet to a point on the north right-of-way line of College Avenue (C.T.H. "CE") as presently laid out; thence S.83°-38'-00" west, along the north right-of-way line of said College Avenue (C.T.H. "CE"), 702.44 feet to the point of beginning. Said parcel of land containing 15.085 acres more or less.

Less therefrom the following described east 30.00 foot strip of land thereof for public right-of-way purposes; beginning at Point "A" as described above; thence S.1°-35'-20" east, 281.91 feet; thence S.88°-19'-00" west 30.00 feet; thence N. 1°-35'-20" west 281.96 feet; thence N.88°-24'-40" east, 30.00 feet to the point of beginning; and containing 0.19 acres of land, more or less.

Reserving the balance of the east 30.00 feet for an easement for ingress and egress purposes to abutting property and for future street right-of-way.

This property shall be subject to the following:

I. Setbacks

- A. Front Yard: No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street or highway. in the case of corner lots both forty (40) feet setbacks will apply.
- B. Side and Rear Yards: Minimum side and rear yards shall be twenty-five (25) feet, provided that adjacent property owners may mutually agree to jointly construct common wall structures, thereby, eliminating any setback between buildings.

(Cont'd on side two)

Witness Whereof, the said grantor has caused these presents to be signed by James P. Sutherland, Mayor, and countersigned by Eiden J. Broehm, City Clerk, at Appleton, Wisconsin, on the 14th day of September, A. D., 1978.

SIGNED AND SEALED IN PRESENCE OF

Bertha C. Rowe  
Christina E. Wobly

CITY OF APPLETON

James P. Sutherland Corporate Name  
James P. Sutherland Mayor  
Eiden J. Broehm City Clerk

STATE OF WISCONSIN,

Outagamie County, } ss.

Personally came before me, this 14th day of September, A. D., 1978, James P. Sutherland, Mayor, and Eiden J. Broehm, City Clerk

1. Land Use: Uses in the Industrial Park shall be limited to manufacturing, warehousing or distribution activities, and administrative offices related directly thereto. Commercial and service uses shall not be permitted. Exception: Property described above may be used for radio broadcasting facilities.
- I. Construction and Materials: Any building erected shall be of masonry construction or enameled steel or the equivalent thereof.
- Landscaping: The front yard area of the site shall be graded, landscaped, and planted with trees, shrubs, ground cover; and appropriate natural landscaping materials. Landscaping shall relate to buildings and paved surfaces as to scale, massing, size, shape, and color. At time of planting, vegetation shall be of sufficient size as to noticeably enhance the site (i.e. whips are inappropriate as primary landscaping elements). Existing trees shall be preserved whenever possible, and may be substituted for part of the required landscaping. Plant material shall be of hardy quality, preferably native of Wisconsin. ~~Woody or short lived trees such as Box Elder, Poplar, American Elm, or Willow shall not be acceptable.~~ Vendee shall be responsible for maintenance of vegetation and replacement of any defective plant material.
- Parking: All parking areas shall be paved. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. The purchaser agrees to provide off-street parking for employees, clients, and visitors.
- I. Outdoor Storage: No outside storage of any kind shall be permitted unless such stored material is visually screened from all streets with a suitable fence, vegetation, berm, or combination thereof. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said structure shall be limited to behind the front line of the building on the property, and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. Storage of fuel oil or other bulk fluids must be underground. Fences, walls or hedges may not be located closer than fifteen (15) feet to any property line.
- I. Approval of Plans: Before commencing the construction or alteration of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards or any other structures or permanent improvements on or to the real estate conveyed hereby, the vendee shall first submit its building plans, specifications, site and landscape plans and an elevation sketch of all improvements to be placed thereon to the Commerce and Industrial Development Committee for its approval. In the event the Commerce and Industrial Development Committee or its assigns shall fail to approve or disapprove in writing such plans, specifications, site and landscape plans and elevation sketch within thirty (30) days after they have been submitted to them, such approval shall not be required and these restrictions will be deemed to have been complied with. The Commerce and Industrial Development Committee may assign this review of plans to the Department of Planning and Development.

III. Erection of a Structure: It will, within 2 years from the date hereof, to be negotiated at the time of purchase, erect a building or structure for such purpose or purposes as may be permitted under the terms of these restrictions, the zoning ordinance, and in accordance with the building code. In the event of the vendee's failure to perform this condition within the time specified, the vendor shall, within sixty (60) days after the termination of said period, upon written notice to the vendee, have the option to repurchase said property for an amount of money equal to the purchase price paid by the vendee, plus any special assessments.

IX. The vendee shall agree to request what is known as "reciprocal switching" from the railroad spur line constructed on or across any property in the industrial park site.

x. Waiver of Notice: All land sold before major assessable improvements are completed in the industrial park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

XI. Variances: Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these deed restrictions or any one or more of them where the circumstances, in its sole and exclusive judgement, justifies the granting of same.

See attached rider

XII. Enforcement: In the event that the vendee fails to perform in accordance with these restrictions, the Common Council, upon recommendation of the Commerce and Industrial Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special assessment. The Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it, prior to taking any action to cure such violation.

III. Invalidation: The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said restrictions at the time of its violation shall in no way affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter.

XIV. The westerly One Hundred (100') feet of the property is intended to provide a buffer strip between industrial and residential uses and is therefore limited to open space only. Vendee shall provide and maintain screen landscaping of the 100 foot parcel and in the event of its failure to do so, both the installation and maintenance of such screen landscaping may be undertaken by the City and the cost thereof charged as a special assessment against the property.

Wisconsin Transfer Tax Exempt by #2.

**JANICE FLENZ  
REGISTER OF DEEDS**

\*\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to the submitter\*\*\*

**MEMORANDUM OF LEASE**

Assessor's Parcel Number: 31-4-5710-03

Between Woodward Communications, Inc. ("Landlord") and T-Mobile Central, LLC ("Tenant")

A Tower Lease with Option (the "Lease") by and between Woodward Communications, Inc., a(n) an Iowa corporation ("Landlord") and T-Mobile Central, LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**LANDLORD:** Woodward Communications, Inc.

By: 

Printed Name: Gregory J. Bell

Title: V.P. of Broadcast, WCF

Date: 2/9/12

**TENANT:** T-Mobile Central, LLC

By: 

Printed Name: Kim Curtis

Title: Engineering Director - Development

Date: March 19 2012

Printed Name: \_\_\_\_\_

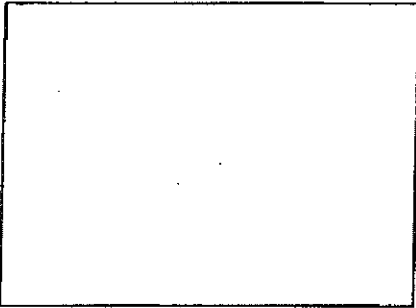
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF Wisconsin )  
 ) ss.  
COUNTY OF Outagamie )

This instrument was acknowledged before me on 2/10/14 by Gregory J Ball, [title]  
V.P. Broadcast of WCFE a Iowa Corporation [type of entity], on  
behalf of said WCFE [name of entity].

Dated: 2/10/14



[Signature]  
Notary Public  
Print Name Kay A Taylor  
My commission expires 5/11/2014

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF Illinois )  
 ) ss.  
COUNTY OF DePage )

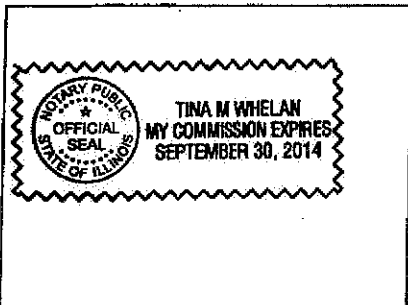
KIM CURTIS

I certify that I know or have satisfactory evidence that ~~Faisal Afridi~~ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the ~~Area~~ Director of Engineering & Operations of T-Mobile Central, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-19-12

Tina M. Whelan

Notary Public  
Print Name TINA M. WHELAN  
My commission expires 09-30-14



(Use this space for notary stamp/seal)

EXHIBIT A  
Legal Description

Legal Description  
File No. 13816907

The Property is legally described as follows:

**LEGAL DESCRIPTION**

Property located in Outagamie, WI

The following tract of land in Outagamie County, state of Wisconsin;

A parcel of land located in part of Government Lot 7 and 8, Section Twenty-nine (29), Township Twenty-one (21) North, Range Eighteen (18) East, City of Appleton, Outagamie County, Wisconsin, bounded and described as follows: BEGINNING at the southeast corner of Lot 1, Block 32, Schaefer Park Plat, thence N 1°-35'-20" West (recorded as N. 1°-35'-00" west) along the east line of said plat 967.95 feet; thence N. 88°-24'-40" east, 700.00 feet to a point known as Point "A", thence S. 1°-35'-20" east, 909.44 feet to a point on the north right-of-way line of College Avenue (C.T.H. "CE") as presently laid out; thence S. 83°-38'-00" west, along the north right-of-way line of said College Avenue (C.T.H. "CE"), 702.44 feet to the point of BEGINNING. Said parcel of land containing 15.085 acres more or less.

Less therefrom the following described east 30.00 foot strip of land thereof for public right-of-way purposes; BEGINNING at Point "A" as described above; thence S. 1°-35'-20" east, 281.91 feet; thence S. 88°-19'-00" west 30.00 feet; thence N. 1°-35'-20" west 281.96 feet; thence N. 88°-24'-40" east, 30.00 feet to the point of BEGINNING; and containing 0.19 acres of land, more or less.

LESS AND EXCEPT that portion of property conveyed to City of Appleton, a Wisconsin municipal corporation from Woodward Communications, Inc. by Quit Claim Deed dated February 22, 2002 and recorded March 13, 2002 in Instrument No. 1457123.

LESS AND EXCEPT that portion of property conveyed to City of Appleton from Telegraph Herald, Inc. by Warranty Deed dated October 14, 2003 and recorded October 20, 2003 in Instrument No. 1582939.

AND BEING a portion of the same property conveyed to Telegraph-Herald, Inc. from City of Appleton, a Wisconsin municipal corporation by Deed dated September 14, 1978 and recorded September 15, 1978 in Instrument No. 754752.

Tax Parcel No. 314571003