

**TOWN OF MORRISON
BROWN COUNTY, WISCONSIN**

CONDITIONAL USE PERMIT

A petition having been filed by VB-S1 Assets, LLC (Vertical Bridge) for permission to construct a wireless communications facility, support structure, fence, and associated equipment on a parcel of real estate, leased from Wayside Dairy, consisting of approximately .14 acre, located in M-585 & M-590 NE ¼ SW1/4 Sec 28, Town of Morrison, Brown County, Wisconsin (the “Property”).

This conditional use permit authorizes Vertical Bridge to use Property for a wireless communications facility including tower, fence, antennas, and associated equipment (the “Facilities”) as authorized by the Town’s Zoning Ordinance (the “CUP”). The term of this CUP begins on January 13, 2026 and shall continue indefinitely unless revoked for an event of default hereunder. This CUP is subject to the following general and special conditions:

GENERAL CONDITIONS

1. Default. Any of the following occurrences shall constitute an event of default and revocation under this CUP (whatever the reason for such event of default, and whether it shall be voluntary or involuntary or be caused by the operation of law or pursuant to any judgment, order or regulation):

a. If Vertical Bridge abandons the subject property following the initial installation of antennas on the tower; provided, however, that Vertical Bridge shall not be deemed to have abandoned the subject property unless use of the Facilities is discontinued for a period of 6 consecutive months or longer, if approved by the Town Board, in the Town Board’s reasonable discretion; or

b. If Vertical Bridge fails to observe or perform any condition or provision of this CUP for a period of 30 days after written notice by the Town or, if the failure cannot reasonably be remedied in such time, if Vertical Bridge fails to commence a remedy within the allotted 30 days and diligently pursue the cure to completion after receiving written notice of such failure from the Town; or

c. If Vertical Bridge fails to comply with any statute, regulation, rule, or permit administered by any federal, state, or county department, agency, or commission relating to the Facilities within the greater of: (i) the time granted by any federal, state, or county department, agency or Commission to comply with the alleged violation; (ii) 30 days after receiving written notice of a violation by such federal, state, or county department, agency, or commission.

Vertical Bridge shall notify the Town Clerk in writing of any alleged violation, order, or enforcement proceeding within 7 days of receipt. The failure to notify the Town Clerk of any alleged violation, order, or enforcement proceeding is an event of default under this CUP.

The CUP will not be revoked by the Town without first providing Vertical Bridge a notice of a hearing and a hearing at which Vertical Bridge shall be given a right to respond to the alleged default.

2. Assignability. This approved CUP is transferable to subsequent users provided said users conform to the conditions within this approved CUP and the use is consistent with the terms herein. A change in business name or ownership shall not be considered a substantive change and shall not require Town approval. However, acceptable financial guarantee for removal shall be received by the Town within 60 days of transfer.

3. Interpretation. This CUP is granted with the intent that its interpretation and provisions be liberally construed in favor of the Town. Time is of the essence in the performance of the requirements of this CUP.

4. Modification. No provision of this CUP may be modified except upon the written application by Vertical Bridge and after public notice and hearing. The Town Board has issued this CUP pursuant to its powers defined by the Town's Zoning Ordinance. Vertical Bridge is required to obtain separate authorizations for the erection of any new buildings or improvements, highway access permits, and any other permit, license, or authorization required by the Town, or by any county, state, or federal agency. The Town makes no representations regarding Vertical Bridge's right to obtain whatever additional authorizations or permits may be necessary for the Facilities.

5. Reservation of Rights. The Town reserves the right to revoke entirely or modify in part this CUP, following notice and an opportunity to be heard by Vertical Bridge, in the event of a failure of Vertical Bridge to comply with any material term of this CUP or any other obligation lawfully imposed by the Town.

6. Severability. Each provision of this CUP shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this CUP shall be prohibited or invalid under applicable law as determined by a court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the CUP.

7. Waiver. No waiver or inaction by the Town or its officials shall be deemed to be made unless the same shall be in writing and be signed by a duly-authorized Town official. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Town in any other respect at any other time.

8. Performance Standards. Vertical Bridge has submitted a CUP application and site plans, which are attached (the application and site plans, collectively, the "Plans"). The Plans, which are dated October 15, 2025, are incorporated by reference and, where relevant, its terms and conditions shall be deemed performance standards. The Plans are hereby approved, and the CUP is issued. If any terms of the Plans conflict with provisions of this CUP, the provisions of the CUP shall control.

9. Jurisdiction. Vertical Bridge will allow agents of the Town reasonable access to the Property and the Facilities in order to administer and enforce the terms of this CUP, Town Codes, and State and Federal laws.

10. General Indemnification. Vertical Bridge shall indemnify, defend, and hold harmless the Town and its officials, employees, agents, and insurers (the "Indemnified Parties") from and against any claims, liabilities, losses, or expenses, including reasonable attorneys' fees, that may arise as a result of the operation of the Facilities. Vertical Bridge's indemnification obligation hereunder shall not apply to: (a) any claims or suits arising from the Indemnified Parties' own acts or omission, negligence and/or failure to abide by all terms of this CUP, or (b) prohibited indemnification claims under Wis. Stat. §66.0404. In addition, Vertical Bridge's indemnification obligations herein shall only extend to claims related solely to Vertical Bridge's Facilities, and not involving Indemnified Parties' claims in combination with any other source.

SPECIAL CONDITIONS

Operations shall be conducted in accordance with the Plans. In addition, operations shall be conducted in accordance with the following special conditions:

1. The tower shall maintain a galvanized steel finish, or subject to any applicable standards of the Federal Aviation Administration (the "FAA"), be painted a neutral color so as to reduce visual obtrusiveness.

2. The design of the buildings and related structures shall use materials, colors, textures, screening as set forth in the Plans. Landscaping shall be as provided in the Plans.

3. The tower shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required and there are lighting options, the Town Board may review the designs to ensure least disturbance to the surrounding views. There shall be no lighting used daily at the base of the tower structure, except a flood light may be installed that shall only be operated during emergency situations in the evening hours.

4. The Facilities shall display no advertising; however, weather, warning and equipment signage is not prohibited. Unless Federal Communications Commission rules require otherwise, such sign shall be posted no more than six (6) feet above the ground on a placard no larger than 1 ½ square feet.

5. Vertical Bridge shall comply with all Federal, State and local regulations in the construction, operation, and maintenance of the Facilities.

6. Vertical Bridge shall be required to obtain any and all required licenses and permits relative to the Facilities from the Town, County, State and Federal government. If any license or permit is issued, any and all conditions of the same are incorporated herein and made a part of the CUP.

7. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this CUP shall be deemed to authorize any public or private nuisance or constitute a waiver, exemption or exception of any law, ordinance, order, or rule of the Town or other duly constituted authorities. The CUP shall not be deemed to constitute a building permit, nor shall the CUP constitute any other license or permit required by law or ordinance.

8. Vertical Bridge shall Decommission and remove the tower authorized by this CUP if this CUP is revoked. The term "Decommissioned" shall include restoring the site to grade.

9. Vertical Bridge shall, before constructing the tower authorized by this CUP, provide the Town a copy of their Tower Removal Bond, in the amount of \$20,000 to secure Vertical Bridge's obligation to decommission and remove the tower and to otherwise secure its performance under this CUP.

10. Vertical Bridge shall construct and maintain the driveway to the Facilities to Town standards according to the Town's Driveway/Culvert Ordinance in the Code of Ordinances. Vertical Bridge shall also be responsible for snow plowing the driveway.

11. Vertical Bridge shall reimburse the Town for its legal fees incurred in the Town's review of the Permit in an amount not to exceed \$2,500. This amount is in addition to the \$3000 application fee previously paid to the Town.

Dated this 13th day of January, 2026.

Attest:



By: 

Mary Koonen
Town Chairperson