

## EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is hereby entered into by and between -  
Winnebago County, on behalf of Wittman Regional Airport, whose  
mailing address is \_\_\_\_\_ ("Grantor"), and New Cingular Wireless PCS, LLC  
, a Delaware limited liability company, whose mailing address is 12555 Cingular Way, Suite  
1300, Alpharetta, GA 30004 ("Grantee").

WHEREAS, Winnebago County ("Landlord") and Grantee  
entered into a Lease Agreement, dated August 21, 2012 ("Lease"), in which the  
parties, as Landlord and Tenant, respectively, agreed to terms for the installation of certain  
communications facilities and related antennas, equipment, cables, accessories and  
improvements (the "Communications Facility").

WHEREAS, pursuant to the Lease, Grantee requires access across Grantor's property (the  
"Property") to reach Landlord's property that is subject to Grantee's Lease.

WHEREAS, the parties agree that the term of the Easement should be coterminous with the term  
of the Lease and expire or terminate when that Lease expires or terminates;

NOW THEREFORE, for and in consideration of the sum of One Dollars  
~~(\$1.00)~~, and other good and valuable consideration, the receipt and sufficiency of  
which are hereby acknowledged, the parties covenant and agree as follows:

~~1.~~ Grantor grants and conveys to Grantee a nonexclusive easement for ingress and egress  
purposes over, through and along a portion of the Grantor's property as described in Exhibit A.  
The Easement granted herein, shall be used by Grantee to provide pedestrian and vehicular  
access as is necessary in order to construct, operate, maintain, repair, and  
1. replace its Communications Facility. Grantor further conveys to Grantee the following  
incidental rights and powers: the right to clear and keep cleared trees, brush, and all other  
obstructions from the surface and subsurface of said Easement; the right to install an access road  
over the Easement; ~~the right to construct, operate and maintain, or license others to do so, service~~  
~~lines for electric power;~~ and, the right to install, maintain, and use gates in fences which cross said  
Easement.

[2. As consideration, Grantee agrees to pay Grantor the sum of one dollars  
~~(\$1.00)~~ within sixty (60) days after the date of this Agreement.]

2. The Easement will run with the term of Landlord's Lease to Grantee (as such may be  
renewed by Grantee), a redacted copy of which has been provided to Grantor, but will be

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extended for sixty (60) days after the expiration or termination of the Lease to permit Grantee to remove its Antenna Facility. Grantee will immediately notify Grantor of the expiration or termination of the Lease.

3. Grantee covenants, that for the duration of this Agreement, it shall be responsible for the reasonable maintenance of the Easement. However, Grantee will not be responsible for the replacement of any trees, shrubs, or other vegetation.

4. Grantor warrants that he/she/they are the owners of the Property occupied by the Easement herein granted, and that Grantor has the right to make this conveyance and receive the consideration therefor. Grantor warrants and represents that he/she/they have no knowledge of the existence of past or present production, storage, treatment or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to either the Easement or the Property. Grantee shall not be held liable to Grantor, or its assigns, for, and Grantor agrees to indemnify and hold Grantee harmless against any liability arising from, any hazardous materials found on or about the Easement unless the hazardous materials were brought onto the Easement by Grantee. Grantor will be solely liable for the clean-up and removal of hazardous substances and the restoration of the Property related to such hazardous substances, except to the extent generated by Grantee's operations. This paragraph will survive the termination of this Agreement.

5. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY

6. Unless otherwise provided herein, any notice or demand required or permitted to be given hereunder will be given by first class certified or registered mail, return receipt requested, or by recognized overnight courier providing proof of service, or by first class mail, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the following addresses:

Grantor: Winnebago County  
415 Jackson Street, PO Box 2808  
Oshkosh, WI 54903-2808

Grantee: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration

Re: Cell Site #: \_\_\_\_\_; Cell Site Name: \_\_\_\_\_,  
~~MWI~~  
Fixed Asset No: \_\_\_\_\_  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

with copy to: New Cingular Wireless PCS, LLC  
15 East Midland Ave.  
Paramus, NJ 07652  
Attn: Legal Department

Either party hereto may change the place for the giving or receiving of notice to it by like written notice to the other as provided herein.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind its self, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, ~~2009~~2012.

WITNESSED BY:

GRANTOR:

:

\_\_\_\_\_

\_\_\_\_\_  
Winnebago County

Print Name: \_\_\_\_\_

By: Mark L. Harris

\_\_\_\_\_  
Its: County Executive

By: Susan T. Ertmer

\_\_\_\_\_  
Its: County Clerk

GRANTEE:

Print Name: \_\_\_\_\_

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

GRANTOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2009-2012 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

GRANTEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2009-2012, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, as \_\_\_\_\_, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their stated capacity, and that by his/her/their signature on the instrument, the person or entity upon behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_