

## RIGHT OF ENTRY AND TESTING

This Right of Entry and Testing Agreement (“Agreement”) is made as of the day of January, 2010, between (“Owner”) and United States Cellular Operating Company LLC, a Delaware Corporation Company, (“Applicant”).

THAT WHEREAS, Owner has a leasehold interest in certain property located off of, in County, State of Wisconsin, containing approximately () acres of real property (the “Property”); and

WHEREAS, Applicant is considering leasing a portion of the Property from Owner and desires to conduct certain due diligence on the Property and Owner is willing to grant permission to Applicant to enter onto the Property as stated herein in order for Applicant to determine the viability and feasibility of the Property for Applicant's proposed purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Owner grants to Applicant, its contractors, agents, employees and assigns a right of entry and license to enter upon the Property in order to conduct certain due diligence of the Property, including but not limited to surveying, site assessments, soil tests, microwave frequency tests, ground water sampling and analysis or any other tests that Applicant may reasonably deem appropriate in order to evaluate the Property for the potential location of a telecommunications tower and ancillary equipment or use. Applicant will choose the locations of the sampling points and will take reasonable precautions to minimize the impact of the work on the Property. Applicant shall be responsible for any and all costs related to Applicant's activity at the Property, including installation, operation, and removal of equipment on the Property. Any entry or activity on the Tower by Applicant shall be coordinated in advance with Owner and shall be subject to Owner's approval.
2. Applicant agrees to comply with all local, state and federal laws, rules and ordinances applicable to its due diligence activities, and further agrees to exercise due care in the performance of all activities on the Property. Applicant will be responsible for determining the location of all underground utilities prior to the commencement of any sub-surface testing.
3. Applicant will restore the Property substantially the same condition that existed prior to Applicants entry on the Property, reasonable wear and tear excepted.
4. To the extent permitted by law, Applicant agrees to defend, indemnify and save harmless Owner from and against all claims, losses, costs, expenses, or damages from a third party, arising from:

- (i) The negligence, willful misconduct of Applicant, or its agents, employees, or contractors; or
- (ii) Any material breach by Applicant of any provision of this Agreement.

This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Applicant will have no liability to Owner to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Owner, or of Owner's agents, employees or contractors.

- 5. Applicant will not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Applicant's inspection
- 6. The term of this Agreement shall be for a period of six (6) months from the date hereof or until the parties enter a Lease Agreement including all the Property, whichever is earlier, provided, however, that Owner may terminate this Agreement in the event Applicant breaches any term of this Agreement.
- 7. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. Owner acknowledges that this Agreement does not constitute an offer to lease the property and that the decision of the viability of the Property for Applicant's purposes shall be at the Applicant's sole discretion.
- 8. Owner covenants and warrants to Applicant that Owner presently owns the fee simple interest in and to the Property; that Owner is duly authorized and empowered to enter into this Agreement; and that the person executing this Lease on behalf of Owner warrants himself to be duly authorized to bind the Owner hereto.
- 9. This Agreement is governed by the laws of the State in which the Property is located.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement as of the date of full execution.

OWNER:

APPLICANT: United States Cellular  
Operating Company, LLC

By:

By:

Printed:

Printed: Sandra L Peters

Title:

Title: Manager, Regional Construction  
Engineering

Date: \_\_\_\_\_

Date: \_\_\_\_\_