

ENTRY AND TESTING AGREEMENT

This Entry and Testing Agreement (“ETA”) is made and entered into as of this ___ day of _____, 20___, by and between American Towers LLC, a Delaware limited liability company, having a mailing address of 10 Presidential Way, Woburn, MA 01801, Attn: Tower Development Legal (“Grantee”) and the City of Racine, having an address at 730 Washington Ave., Racine, WI 53403 (“Grantor”) each a “Party” and collectively, “the Parties”.

WITNESSETH

WHEREAS, Grantor owns the property described in Exhibit A, attached here to and incorporated by this reference (“Property”); and

WHEREAS, Grantee desires to enter the Property for the purpose of testing and evaluating the Property to determine if it is suitable for the construction of a communications tower; and

WHEREAS, Grantor desires to convey a temporary, non-exclusive right-of-entry to the Grantee for the purpose of testing and evaluating the Property.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **GRANT OF RIGHT OF ENTRY.** Grantor hereby grants Grantee and Grantee’s transferees, successors, assigns, a Right of Entry for ingress and egress to Grantor’s Property, for the purpose of performing environmental audits, engineering studies and to conduct a survey of all or a part of the Property.
2. **PROPERTY DISTURBANCE.** Exercising such right of entry may require Grantee to disturb such ground, vegetation (including trees) and landscaping as may be required to conduct said audits, testing, surveys and studies. If such disturbance is necessary, and Grantee does not subsequently lease a portion of the Property under a lease agreement between Grantor and Grantee, then Grantee shall compensate Grantor for any damage up to a maximum of five thousand and 00/100 dollars (\$5,000.00). Alternatively, if a restoration bond is not required by permitting authorities, Grantor may elect to have Grantee procure such a bond in an amount not to exceed ten thousand and 00/100 dollars (\$10,000.00).
3. **TERM OF AGREEMENT.** This Agreement shall remain in effect for the earlier of twelve (12) months from the date of the ETA, or the commencement date under a lease between Grantor and Grantee for any portion of the Property.
4. **INDEMNIFICATION AND INSURANCE.** Grantee shall indemnify and hold Grantor harmless from and against any loss, damage or liability arising

Site Name:
Site Number:

from Grantee's or Grantee's contractors, licensees or invitees' activities on the Property, excepting and to the extent such loss, damage or liability may be due to pre-existing conditions on the Property or the negligent acts of Grantor. This indemnity shall survive the expiration of this Agreement. Grantee shall at all times maintain a comprehensive general liability insurance policy in the amount of one million dollars (\$1,000,000) in the aggregate.

5. Except as specifically provided herein, in no event will Grantee or Grantor ever be liable to the other for, and Grantee and Grantor each hereby waive the right to recover incidental, consequential (including, but not limited to lost profits, loss of use or loss of business opportunity), punitive exemplary and similar damages. In no event, whether in contract, tort or otherwise, shall Grantee be liable for any loss, damage, claim or expense greater than the amount carried under Grantee's insurance policy.
6. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State where the Property is located.
7. Any notice or other communications by either Party to the other shall be in writing and shall be given and be deemed to have been given if personally delivered, or if mailed, three (3) days after mailing, postage prepaid, certified mail, to the address above, or to any such address as either Party may provide to the other from time to time.

IN WITNESS WHEREOF, the Parties have duly executed, sealed and delivered this ETA as of the day and year first above written.

GRANTEE:
American Towers LLC

GRANTOR:
City of Racine

Title: _____
Date: _____

Title: _____
Date: _____

Site Name:
Site Number:

Exhibit A
Property

The property known as Lockwood Park, 4300 Graceland Blvd., Racine WI