

ENTRY AND TESTING AGREEMENT

This Entry and Testing Agreement ("Agreement") is made and entered into as of the 27th day of June, 2016, by and between **SBA Towers IX LLC**, a Delaware Limited Liability Company ("SBA"), and the **City of Jonesboro** ("Owner") concerning the following described real property: 1624 Strawfloor Road, Jonesboro, Arkansas ("Property").

A. **WHEREAS**, SBA has an interest in leasing space on the Property for use as a site for a telecommunications facility ("Facility"); and

B. **WHEREAS**, In order for SBA to determine the feasibility of the Property as a site for the Facility, it is necessary for employees, agents or independent contractors of SBA to enter upon and inspect the Property and/or temporarily locate communications equipment on the Property to conduct tests; and

C. **WHEREAS**, SBA seeks Owner's permission for SBA, its employees, agents and/or independent contractors to enter upon, inspect and/or conduct testing activities and applications concerning the Property pursuant to the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, SBA and Owner agree as follows:

1. **Consent.** Owner grants permission to SBA, its employees, agents and independent contractors ("Authorized Parties"), to enter upon the Property to conduct and perform some or all of the following activities ("Permitted Activities"): surveys, geotechnical soil borings and analyses, Phase I environmental audits, boundary surveys, radio propagation studies and such other tests and inspections of the Property which SBA may deem necessary or advisable. SBA agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and operation and removal of equipment on the Property.

2. **Term.** The term ("Term") hereof shall be up to thirty (30) days from full execution of this Agreement and shall be revocable by SBA at any time.

3. **Access.** Owner grants permission to the Authorized Parties to enter upon the Property to perform the Permitted Activities during the Term of this Agreement upon SBA providing 24 hours prior written notice to Owner. The Authorized Parties may access the Property to install and leave equipment during the Term .

4. **Removal of Equipment .** SBA agrees that it will, upon the conclusion of its testing, remove any equipment installed on the Property as a part of the Permitted Activities, repair any damage to the Property that has been caused in connection with any of the Permitted Activities, and will return the Property to the condition it was in before the Authorized Parties' entry onto the Property. In the event any equipment installed on the Property by the Authorized Parties is not timely removed by the end of the Term, Owner will have the right to remove such equipment and SBA agrees to be responsible for the reasonable costs of such removal.

5. **Indemnity.** SBA agrees to indemnify, save harmless, and defend the Owner and its directors, officers, employees, and management agent, if any, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property to the extent arising from or out of any occurrence in, upon or at the

Property caused by the act or omission of the Authorized Parties in conducting the Permitted Activities. Any defense conducted by SBA of any such claims, actions, damages, liability and expense will be conducted by attorneys chosen by SBA and SBA will be liable for the payment of any and all court costs, litigation expenses, reasonable attorneys' fees and any judgment that may be entered therein.

6. **Insurance.** SBA's representative and/or independent contractors' will procure and maintain a public liability policy, with limits of \$1,000,000 for bodily injury and \$1,000,000 for property damage, with a certificate of insurance to be furnished to Owner prior to entering the Property to perform any Permitted Activities.

7. **Representations.** The signatories below have the full right and authority to enter into this Agreement on behalf of SBA and Owner and to perform the obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Owner

**SBA Towers IX, LLC, a Delaware
Limited Liability Company**

By: KM. Hogg

Name: Kevin Gallagher

Title: Vice President - New Tower Builds

Date: 4/27/10