

EASEMENT AGREEMENT

_____, whose mailing address is _____
_____, (“Grantor”), hereby grants and conveys to _____, a
_____ partnership/corporation/limited liability company, d/b/a ALLTEL whose mailing
address is c/o ALLTEL Communications, Inc., ATTN: Property Management Dept., P. O. Box
2177, Little Rock, AR 72203-2177 (“Grantee”), a nonexclusive easement contemporaneous with
the term of the Lease Agreement between _____ (“Owner”) and
Grantee (an “Easement”), as further described below.

WHEREAS, Owner and Grantee entered into a Lease Agreement, as dated _____
 (“Lease”), in which the parties, as Owner and Tenant, respectively, agreed to terms for the
installation of an Antenna Facility, as that term is defined in that Agreement.

WHEREAS, pursuant to the Lease, Grantee requires access across Grantor’s property to reach
Owner’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 30 days after that agreement expires or terminates;

NOW THEREFORE, the parties covenant and agree that:

- 1) For and in consideration of the sum of _____ Dollars (\$_____), and other
valuable consideration, the receipt and the adequacy of which are hereby acknowledged,
_____ herein called Grantor (whether one or more), hereby
grants, sells and conveys unto Toledo MSA Limited Partnership d/b/a ALLTEL, its successors
and assigns, and subgrantees, herein called Grantee, a non-exclusive easement and right of
way (hereinafter, together with the rights and privileges herein granted, the “Easement”), to
locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, establish,
lay, install, test, renew, reconstruct with the original parameters, restore, abandon, and remove
underground system(s) together with necessary underground conduits, cables, wires,
underground splicing boxes, and any other appurtenances thereto (the “System(s)”), at any
time or times for the transmission of utilities, data or communications for and by others upon
and along a route designated in the attached exhibits on, in, over, under, through, and across
the following described land (the “Property”) located in the County of _____, State
of _____, as set forth in Exhibit A (Legal Description(s)) and depicted in Exhibit B
(Survey Drawing) attached hereto and incorporated herein by reference, together with the right
of ingress and egress to, from, and along the Property and together with a temporary easement
to provide work space along and adjacent to the Property as Grantor may reasonably approve
in writing from time-to-time upon Grantee’s request. Grantor represents and warrants to
Grantee that, as of the date of the grant of the Easement, Grantor is the sole and lawful owner
and is in peaceful possession of the Property, subject to the rights of tenants; the Property is
free and clear of all liens and encumbrances excepting any mortgage(s) given by Grantor,

and other easement(s) across the Property; the rights of Grantor's other tenants or any mortgages do not prohibit the grant of the Easement; and Grantor has good and marketable title to convey the Easement granted herein.

- 2) The Easement will run with the term of Owner's Lease to Grantee (as such may be renewed by Grantee), a redacted copy of which has been provided to Grantor, but will be extended for thirty (30) 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. All portions of the Antenna Facility brought onto the Easement by Grantee will be and remain Grantee's personal property. At the expiration or termination of the Lease, Grantee will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted. Grantee will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Grantee be required to remove from the Premises or the Property any underground utilities.
- 4) Grantee agrees that it will indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the installation, use, maintenance, repair or removal of the Antenna Facilities or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Grantor, its employees, agents or independent contractors.
- 5) Unless otherwise provided herein, any notice of 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:

If to Grantor:

If to Grantee:

[Alltel legal entity)
C/o ALLTEL Communications, Inc.
ATTN: Property Management Department
ALLTEL Communications, Inc.
P. O. Box 2177
Little Rock, AR 72203-2177

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.

GRANTOR:

By: _____

Name: _____

GRANTEE:

[Alltel legal entity]

By: _____

James E. McDonald

Title: Vice President - Network Services

ACKNOWLEDGEMENTS

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ the day of _____, 20____, personally appeared _____, the _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same with all appropriate authority for the purpose and consideration therein expressed.

Notary public

Commission Expires

STATE OF ARKANSAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ the day of _____, 20____, personally appeared James E. McDonald, the Vice President - Network Services of _____, a _____ corporation/limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same with all appropriate authority for the purpose and consideration therein expressed.

Notary public

Commission Expires

EXHIBIT A

Legal Description(s)

EXHIBIT "B"

Plat of Survey