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AGREEMENT

This Agreement (the "Agreement") is made effective this 16th day of January, 2014 (the "Effective Date"), by and between New Cingular Wireless PCS, LLC, successor in interest to Alltel Communications, LLC, a Delaware limited liability company, with an address at 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 ("AT&T"), and Woodbury County, Iowa, with an address at 620 Douglas Street, Suite 104, Sioux City, IA 51101 under the direction of Starcomm Public Safety Board, with an address at 121 Deer Run Trail, Climbing Hill, IA 51015 and the City of Sioux City, Iowa, a municipal corporation, with an address at 405 6th Street, Sioux City, IA 51102 (jointly and severally as "Lessors").

WITNESSETH

WHEREAS, AT&T and the Lessors (or their predecessors in interest) are parties to a certain Site Lease Agreement (the "Lease") dated September 8, 2008 whereby AT&T was entitled to install, maintain, operate and remove radio communications equipment and appurtenances described in the Lease (the "Equipment") at a radio tower owned or operated by the Lessors and located near 3655 Fargo Avenue, Sioux City, IA 51103 at the approximate geodetic coordinates of Latitude 42.5121 North, Longitude -96.4549 West (the "Site"); and

WHEREAS, on July 9, 2013, a termination notice was delivered to the Lessors indicating AT&T's direction to terminate the Lease on July 31, 2013; and

WHEREAS, the parties wish to modify AT&T's responsibility for removal the Equipment from the Site under the Lease.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein and intending to legally be bound hereby, agree as follows:

1. **Transferred Equipment:** All of AT&T's right, title, and interest in and to any Equipment that remains located at the Site (the "Transferred Equipment") shall be deemed to be automatically transferred to the Starcomm Public Safety Board free and clear of all liens and encumbrances, as of January, 16th, 2014 (the "Transfer Date"). The Transferred Equipment includes the building/shelter and adjoining structural components, and all other equipment remaining on the Site. The Starcomm Public Safety Board shall be solely responsible for and shall pay any and all taxes, including sales/use/property taxes, that may be due in connection with the transfer of the Transferred Equipment. The Starcomm Public Safety Board agrees to assume from AT&T the obligation to remove the Transferred Equipment from the Site..
2. **No Warranty:** It is the explicit intent of the parties that the Transferred Equipment is being transferred "as is, where is" with all faults and without warranty. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED.
3. **Indemnification:** AT&T shall indemnify and hold harmless the Lessors against claims of third parties in or to the Transferred Equipment that arose prior to the Transfer Date. The Lessors shall indemnify and hold harmless AT&T against claims of third parties relating to the Transferred Equipment that arise subsequent to the Transfer Date.
4. **Remuneration:** In consideration of this Agreement, AT&T hereby waives remuneration for the full market value of the Transferred Equipment; and the Lessors hereby waive all of AT&T's remaining responsibilities under the Lease that arise from events that occur after the Transfer Date, including removal of the Transferred Equipment. The parties specifically acknowledge that the original Lease dated September 8, 2008, contained provisions that were expressly intended to survive the expiration or termination of the Lease. The parties agree that any such responsibility or obligation shall remain in full force and effect and is incorporated by reference into this agreement. The Lessors agree to release and hold AT&T harmless for any defect in the Transferred Equipment.

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5. **Construction:** Each party has had the opportunity for its own counsel to review this Agreement and participate in its drafting. Therefore, the rule construing the document against the drafter shall not apply to this Agreement or against any party.
6. **Amendment:** No amendment, supplement, modification, or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.
7. **Waiver:** No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.
8. **Assignment:** Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by either party without the prior written consent of the other parties.
9. **Authorization:** The signatories hereto represent that they are duly authorized to execute this Agreement on behalf of their respective entities.
12. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
13. **Choice of Law:** This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa.
14. **Counterparts:** This Agreement may be executed in more than one original, and the parties agree that each original executed shall be treated as the original for all purposes. Facsimile signatures shall be acceptable to both parties and shall be deemed original signatures.
15. **Severability:** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
16. **Survival:** All terms, covenants and obligations contained in the Agreement shall remain in full force and effect without any limitation.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date above written.

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its Sole Manager

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(Signature)

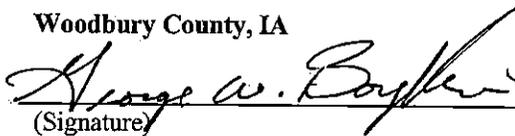
TOM BERRY

(Name Typed)

SENIOR - TECH PROJECT MANAGEMENT

(Title)

Woodbury County, IA



(Signature)

George W. Boykin

(Name Typed)

Woodbury County Supervisor

(Title)

Starcomm Public Safety Board



(Signature)

Douglas Young

(Name Typed)

Police Chief

(Title)

The City of Sioux City, IA



(Signature)

Robert E. Scott

(Name Typed)

Mayor

(Title)