

EASEMENT AGREEMENT

This instrument was prepared by
and after recording return to:

Elizabeth K. McCloy
Sidley Austin LLP
1 South Dearborn
Chicago, IL 60603

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

THIS EASEMENT AGREEMENT (the "Agreement") is made effective as of the 31st day of December, 2019 (the "Effective Date"), by and between **TOWN OF DAVIDSON**, a North Carolina municipal corporation ("Grantor"), and **TDS BROADBAND SERVICE LLC**, a Delaware limited liability company ("Grantee"). Grantor and Grantee are referred to collectively herein as the "Parties" and each individually as a "Party".

RECITALS

A. Grantor is the owner of a certain parcel of land located in the Town of Davidson (Mecklenburg County), North Carolina, more particularly described on Exhibit A hereto (the "Grantor Property").

B. Grantee is the owner of a certain 550-square foot building (the "Building") and the facilities and equipment contained therein (the "Equipment") located on the Grantor Property and used in connection with the operation of a business providing video, internet, telephony, fiber and other services, having acquired the Building and Equipment from Grantor as of the Effective Date.

C. Grantor desires to grant to Grantee certain rights and easements on, over, under,

through and across portions of the Grantor Property, to facilitate Grantee's use and maintenance of the Building and the Equipment.

AGREEMENT

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

1. **Easements.** Grantor does hereby grant and convey unto Grantee, its successors, licensees, and assigns: (a) a non-exclusive, perpetual easement and right-of-way (the "Hub Easement") on, over, under, upon, within, through and across the portion of the Grantor Property legally described and identified as "Easement Parcel # 1" (the "Hub Easement Area") in the legal description and plat attached hereto as Exhibit B and incorporated herein by reference (the "Plat"), for the purpose of installing, operating, maintaining, modifying, repairing and replacing the Building and Equipment; and (ii) a non-exclusive, perpetual easement and right-of-way (the "Access Easement", and together with the Hub Easement, the "Easements") on, over, under, upon, within, through and across the portion of the Property legally described and identified as "Easement Parcel #2" in the Plat (the "Access Easement Area", and together with the Hub Easement Area, the "Easement Areas"), for the purpose of pedestrian and vehicular access, ingress and egress to the Building by Grantee and Grantee's agents. For the avoidance of doubt, the Hub Easement Area includes all of the ground on which the Building is located. The Building and all Equipment installed in the Hub Easement Area shall be and remain the property of Grantee, its successors and assigns.

2. **Use/Access.** Grantee and its agents, contractors and employees shall have full and free use of the Easements for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the Easements. Grantee shall have the right to trim, cut, and remove all trees, limbs, undergrowth, shrubbery, fences or obstructions of any kind on or in Easement Areas that interferes with Grantee's use of the Easements. Grantee shall have the right to conduct repairs to the Building and to construct modifications to, and replacements of, the Building; provided, however, that such modifications to, and replacements of, the Building shall comply with the requirements of the Davidson Planning Ordinance in effect at the time the request or application for modification or replacement is submitted. All construction activities of Grantee on the Hub Easement Area shall be undertaken at Grantee's sole cost and expense in a good and workmanlike manner, in accordance with all applicable governmental regulations, provided, however, that Grantor shall cooperate, at no cost to Grantor, with Grantee on Grantee's compliance with any such regulations, including, without limitation, applying for any building permits or other governmental licenses required to be obtained by the owner of the Grantor Property in the event Grantee desires to construct a modification to, or replacement of, the Building. Grantee, at its own expense, shall restore, as nearly as practicable, to their original condition all land or premises included within or adjoining the Easement Areas which are disturbed in any manner by the construction, operation and maintenance of the Building and Equipment. Grantor shall not use the Easement Areas in a manner which interferes with the rights granted to Grantee pursuant to this Agreement. Grantor reserves the right to relocate the Access Easement to a comparable area on the Grantor Property upon reasonable written notice to Grantee, and Grantee agrees to cooperate, at no cost to Grantee, with such relocation as necessary to permit modification or replacement of

the existing buildings on the Grantor Property and/or a redevelopment of or changed use on the Grantor Property.

3. **Easements Run with the Land.** Grantor agrees that the easements, rights and privileges granted herein are not covenants personal to Grantor but are covenants running with the Grantor Property which are and shall be binding upon Grantor, its heirs, personal representatives, successors and assigns.

4. **Insurance.** During the term of this Agreement, Grantee shall carry public liability insurance in amounts of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering Grantee's potential legal liability in connection with claims for personal injury, death or damage to real or personal property arising from its use of the Easements. All insurance provided for herein shall be effected under valid and enforceable policies issued by insurers licensed to provide insurance in the State of North Carolina. Upon request from Grantor, Grantee will provide Grantor with an insurance certificate naming Grantor as an additional insured and providing that the insurer will give Grantor not less than thirty (30) days written notice prior to cancellation, lapse, termination, or non-renewal of any insurance policy carried pursuant to the terms of this paragraph.

5. **Indemnification.** Grantee will at all times protect, indemnify and hold harmless Grantor and its employees and agents and their successors or assigns (together, the "Indemnified Parties") from and against all liabilities, obligations, claims, damages, penalties, liens, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) (collectively, the "Liabilities") imposed upon or incurred by the Indemnified Parties or the Grantor Property, on account of any loss or damage to real or personal property or any injury to or death of any person arising from Grantee's use of the Easements. Notwithstanding the foregoing, Grantee shall not be required to protect, indemnify and hold harmless the Indemnified Parties from and against the Liabilities to the extent such Liabilities are incurred as a result of the gross negligence or willful misconduct of the Indemnified Parties.

6. **Taxes.** Grantor shall be responsible for all 2019 (and any prior) real estate taxes due and payable for the Easement Areas. With respect to real estate taxes accruing on or after January 1, 2020, Grantor shall be responsible for all real estate taxes and assessments due and payable for the Easement Areas, except that Grantee shall be responsible for any and all taxes or assessments levied against the Easement Areas that are directly attributable to the existence of the Building and Equipment. In the event that such taxes or assessments are not billed directly to Grantee, Grantee shall, within thirty (30) days of receipt of a written demand therefor, reimburse Grantor for the actual cost of the taxes that are shown by Grantor to be attributable to the Building and Equipment. For the avoidance of doubt, Grantee shall not be responsible for any 2019 real estate taxes allocable to the Easement Areas.

7. **Duty to Release Liens.** Grantee shall not cause, suffer or permit, and shall have no authority to create, any liens of any nature upon the Grantor Property, including, without limitation, for labor or materials. If a lien is filed, Grantee shall notify Grantor in writing within ten (10) days of its receipt of notice of such lien. Grantee may contest the lien in good faith, but even if the lien is contested, within thirty (30) days after the lien is filed, Grantee shall have the lien released of record by payment, bond, court order, or otherwise. If Grantee fails to release of

record any such lien within the above period, at its option Grantor may pay the claim or post a bond. In such case Grantee will reimburse Grantor's reasonable and actual costs associated therewith, including any reasonable attorney's fees. Grantee will indemnify Grantor against any loss or expenses incurred as a result of the assertion of any such lien prohibited by this paragraph. For the avoidance of doubt, Grantee shall not be required to have liens upon the Grantor Property that exist as of the Effective Date released pursuant to this Agreement.

8. **Miscellaneous.**

(a) **Notices.** Any notices, demands, approvals and other communications provided for herein shall be in writing and shall be delivered by overnight air courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage or other charges paid, to the appropriate Party at its address as follows:

Grantee: TDS Broadband Service LLC
30 North LaSalle Street, Suite 4000
Chicago, Il 60602
Attention: Scott H. Williamson
Email: scott.williamson@tdsinc.com

Copy to: Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603
Attention: Stephen P. Fitzell and Christopher R. Hale
Email: sfitzell@sidley.com and chale@sidley.com

Grantor: Town of Davidson
216 South Main Street
Davidson, North Carolina 28036
Attention: Jamie Justice and Cindy Reid
Email: jjustice@townofdavidson.org and
creid@townofdavidson.org

Copy to: Troutman Sanders LLP
1001 Haxall Point
Richmond, Virginia 23219
Attention: David M. Carter and Coby Beck
Email: david.carter@troutman.com and coby.beck@troutman.com

Addresses for notice may be changed from time to time by written notice to the other Party. Any communication shall be effective (i) if given by mail, upon the earlier of (a) three business days following deposit in a post office or other official depository under the care and custody of

the United States Postal Services or (b) actual receipt, as indicated by the return receipt, and (ii) if given by personal delivery or by overnight air courier, when delivered to the appropriate address.

(b) Rights and Remedies. It is expressly understood and agreed that upon a breach of this Agreement by any Party to this Agreement, the non-breaching Party or Parties shall have any and all rights and remedies for such breach at law or in equity, including injunctive relief.

(c) Amendments. This Agreement may be amended by and only by, a written agreement, which has received the approval of the parties hereto and shall be effective only when properly recorded in the Mecklenburg County, North Carolina Register of Deeds.

(d) Negation of Partnership or Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(e) Quiet Enjoyment. Grantor covenants that it is seized of and has the right to convey said Easements, rights and privileges, that Grantee shall have quiet and peaceable possession, use and enjoyment of the Easements, rights and privileges, and that Grantor shall execute such further assurances thereof as may be required.

(f) General Provisions. This Agreement shall be interpreted according to the laws of the State of North Carolina. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications by and among the Parties relating to such subject matter. The waiver by any Party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision unless, by disregarding such provision(s), the general business intent of the Parties cannot be accomplished. This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. All rights and obligations contained in this Agreement shall benefit and burden the respective heirs, heirs, successors and assigns of the Parties. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any party hereof.

IN WITNESS WHEREOF Grantor and Grantee have executed this Agreement pursuant to due authority effective as of the Effective Date.

GRANTOR:

TOWN OF DAVIDSON, a North Carolina municipal corporation

Attest:

By: Betsy Shores
Betsy Shores, Town Clerk

By: [Signature]
Name: Rusty Knox
Its: Mayor

(TOWN SEAL)

STATE OF North Carolina
COUNTY OF Mecklenburg

This is to certify that on the 17 day of December, 2019, personally came Betsy Shores, with whom I am personally acquainted, who, being duly sworn, says that she is the Town Clerk and that Rusty Knox is the Mayor of the municipal corporation described in and which executed the foregoing instrument; that she knows the official seal of the corporation; that the seal affixed to the foregoing instrument is the official seal; and the name of the corporation was subscribed thereto by the Town Clerk, and that the Mayor and Clerk subscribed their names thereto, and the official seal was affixed, all by order of the Board of Commissioners for the Town of Davidson, and that the instrument is the act and deed of the corporation.

Witness my hand and notarial seal, this 17 day of December, 2019.

My Commission Expires: 09/07/2020

[Signature] Notary Public

(Affix Seal)



Notary's Printed or Typed Name
C Lorena Dixon

GRANTEE:

TDS BROADBAND SERVICE LLC,
a Delaware limited liability company

By: Kenneth M. Kotylo
Name: Kenneth M. Kotylo
Title: Authorized Representative

STATE OF Illinois
COUNTY OF Cook

I, the undersigned Notary Public of the County of Cook and State aforesaid, certify that Kenneth M. Kotylo personally came before me this day and acknowledged that he is the Authorized Representative of TDS BROADBAND SERVICE LLC, a Delaware limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this 23rd day of December, 2019.

My Commission Expires: 4/16/2021 Barbara Palmer Notary Public

(Affix Seal)

Notary's Printed or Typed Name



Exhibit A

Legal Description of the Grantor Property

PARCEL 1

Beginning at an iron in the intersection of the northern margin of the right of way of Walnut Street and the eastern margin of the right of way of Gamble Street and running thence with the eastern margin of the right of way of Gamble Street N. 35-19 E. 223 feet to an iron, the southwestern corner of the property conveyed to Mollie Simolton in Deed Book 1586, Page 461, Mecklenburg County Public Registry; thence with the Simolton line S. 52-50 E. 83 feet to a point, the southeastern corner of the property conveyed to Emma L. McLain in Deed Book 1190, Page 27, Mecklenburg County Public Registry; thence S. 35-19 W. 112 feet to a point; thence S. 54-03 E. 107 feet to an iron; thence S. 22-27 E. 112.33 feet to a point in the northern margin of the right of way of Walnut Street; thence with said margin of Walnut street N. 54-03 W. 215 feet to the point and place of Beginning as shown on a plat by the Charlotte-Mecklenburg Utility Department dated January 24, 1985.

PARCEL 2

Being all that certain tract or parcel of land located in the Town of Davidson, bounded on the south by Walnut Street and Town of Davidson; on the west by the Town of Davidson; on the north by lands of Emma L. McLain (Deed Book 1190, Page 27), Annie Lee Hill (Deed Book 3620, Page 413), Thomas White (Deed Book 4254, Page 765), James Carr, Jr. (Deed Book 1404, Page 46), Robert Torrence (Deed Book 1190, Page 156), and Enoch Donaldson Heirs, on the east by Robert J. Cashion (Deed Book 4929, Page 759), and more fully described as follows:

BEGINNING at an old iron on the north right-of-way of Walnut Street, the common corner of Robert J. Cashion and the property herein conveyed and runs with the north right-of-way of Walnut Street, N. 54-03 W., 132.68 feet to a new iron; thence three (3) new lines with the Town of Davidson: (1) N. 22-27 E., 112.33 feet to a new iron; (2) N. 54-03 W., 107.00 feet to a new iron; (3) N. 35-19 E., 112.00 feet to a point on the line of Emma L. McLain; thence with the line of McLain, Hill, White, Carr and Torrence, S. 52-50 E., 150.10 feet to a new iron, the southeast corner of Robert Torrence; thence with the Torrence line, N. 35-19 E., 40.00 feet to a new iron on the Torrence line; thence with the line of Enoch Donaldson Heirs, S. 54-03 E., 115.00 feet to an old iron, the common corner of Enoch Donaldson Heirs and Robert J. Cashion; thence with the Cashion line, S. 35-23 W., 258.03 feet to the point of Beginning, and containing 1.13 acres, more or less, as shown on a plat by the Charlotte-Mecklenburg Utility Department, dated January 24, 1985, and being a part of the property conveyed to the Grantor by Deed Book 1185, Page 165, of the Mecklenburg County Public Registry, and all of an unrecorded lot (see Deed Book 838, Page 497) on which the Davidson water treatment plant is situated.

Exhibit B

Plat and Legal Description of Easements

Easement Parcel #1

COMMENCING AT A NCGS MONUMENT "M 007" (NAD83/2011) HAVING GRID COORDINATES N=642,030.07 FEET, E= 1,449,477.13 FEET, S 60°04'38" W A DISTANCE OF 1,071.03 FEET TO A FOUND #4 REBAR AND BEING A COMMON CORNER WITH TOWN OF DAVIDSON (DEED BOOK 1185, PG 165 NOW OR FORMERLY), AND HAVING GRID COORDINATES N= 637,119.55 FEET, E=1,450,994.39 FEET; THENCE N 53°33'37" W WITH A DISTANCE OF 106.54 FEET TO A COMPUTED POINT; THENCE N 35°21'29" E WITH A DISTANCE OF 67.59 TO A COMPUTED POINT; AND SAID POINT BEING THE POINT OF BEGINNING; THENCE N 35°21'29" E WITH A DISTANCE OF 29.02' TO A COMPUTED POINT; THENCE S 54°18'17" E WITH A DISTANCE OF 33.85 FEET TO A COMPUTED POINT; THENCE S 35°37'57" W WITH A DISTANCE OF 29.02 FEET TO A COMPUTED POINT; THENCE N 54°18'17" W WITH A DISTANCE OF 33.72 TO THE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 980 SQUARE FEET, OR 0.023 ACRES, AS SHOWN ON AN EASEMENT SURVEY FOR MI-CONNECTION HUB LEASE-A; BY DARYL W. LONG PLS-4918; DATED 7/11/2019, as contained in that plat recorded in Book _____, page _____.

Easement Parcel #2

COMMENCING AT A NCGS MONUMENT "M 007" (NAD83/2011) HAVING GRID COORDINATES N=642,030.07 FEET, E= 1,449,477.13 FEET, S 60°04'38" W A DISTANCE OF 1,071.03 FEET TO A FOUND #4 REBAR AND BEING A COMMON CORNER WITH TOWN OF DAVIDSON (DEED BOOK 1185, PG 165 NOW OR FORMERLY), AND HAVING GRID COORDINATES N= 637,119.55 FEET, E=1,450,994.39 FEET; THENCE S 22°09'44" W WITH A DISTANCE OF 111.63 FEET TO A COMPUTED POINT FOUND IN THE NORTHERN MARGIN OF W. WALNUT STREET; THENCE CONTINUING WITH SAID MARGIN N 54°19'44" W WITH A DISTANCE OF 132.04 FEET TO A COMPUTED POINT, AND SAID POINT BEING THE POINT OF BEGINNING; THENCE N 54°19'44" W WITH A DISTANCE OF 15.00' TO A COMPUTED POINT; THENCE N 35°21'29" E WITH A DISTANCE OF 188.57 FEET TO A COMPUTED POINT; THENCE N 54°18'17" W WITH A DISTANCE OF 73.50 FEET TO A COMPUTED POINT; THENCE N 35°53'09" E WITH A DISTANCE OF 15.00 FEET TO A COMPUTED POINT FOUND ON THE EASTERN MARGIN OF GAMBLE STEET; THENCE CONTINUING WITH SAID MARGINS S 54°18'17" E WITH A DISTANCE OF 80.25 FEET TO A COMPUTED POINT; THENCE N 35°37'57" E WITH A DISTANCE OF 3.00 FEET TO A COMPUTED POINT; THENCE S 54°18'17" E WITH A DISTANCE OF 8.10 FEET TO A COMPUTED POINT; THENCE S 35°21'29" W WITH A DISTANCE OF 206.57 FEET; TO THE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 4,179 SQUARE FEET, OR 0.096 ACRES, AS SHOWN ON AN EASEMENT SURVEY FOR MI-CONNECTION HUB LEASE-A; BY DARYL W. LONG PLS-4918; DATED 7/11/2019, as contained in Book _____, page _____.

THIS DRAWING IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

