

TOWER ANTENNA AGREEMENT

This agreement made and entered into as of this _____ day of _____, 201 by and between **Stanly County**, organized and existing under the laws of the State of North Carolina, (hereafter referred to as "Tower Owner") with a mailing address of 1000 N 1st St #10, Albemarle, NC 28001, and **Broadband Company**, an Internet Service Provider organized and existing under the laws of the State of North Carolina, (hereinafter referred to as "Broadband Company").

The term "**Tower**" is defined as a structure that may stand apart from or be attached to another building or structure. Examples include radio towers, cell towers, television towers, building rooftops, and water towers.

WITNESSETH:

WHEREAS, the Tower Owner owns towers suitable for placement of fixed-wireless antennas to provide high-speed internet service; and

WHEREAS, Broadband Company desires to install, remove, replace, maintain, and operate at its expense, a wireless broadband service system facility, including mounting antennas on the towers and a weather utility service box approximately 2' x 3' to house the communications service system fixtures and equipment (or equivalent space provided by Tower Owner), and necessary appurtenances; and in consideration of the provisions, terms, conditions and covenants contained herein, the Tower Owner and Broadband Company do mutually covenant and agree as follows:

1. **Antenna Space and Cabling.** Tower Owner hereby agrees to provide space on its towers for fixed wireless antennas and mounts at locations to be selected by Broadband Company so long as they do not cause issues with tower loading or wind shear, and do not interfere with the openings to the tower, ladders, braces, paint removal, or painting of the tower and is in full compliance with all state and/or federal laws or the rules and regulations of any agency or instrumentality thereof. As required, Tower Owner also agrees to allow Broadband Company to attach outdoor cable to the tower to connect the antennas to electronics located at or near the tower. Broadband Company is responsible for all installation and maintenance costs of their equipment, and will work in good faith with the Tower Owner for agreeable placement locations and design.

2. **Electronics and Power.** Tower Owner hereby grants access to Broadband Company to place electronics at a suitable location near the tower. This may be an outdoor utility box (purchased, installed, and maintained by Broadband Company), or a small amount of rack space in an existing room owned by the Tower Owner. Tower Owner will either provide a 120-volt AC power socket for the minimal power draw of the antennas, or allow Broadband Company to install a small solar panel and batteries to supply power. There is not an

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additional fee for the use of the power. Power consumption will be minimal with use in the range of 1-2 amps.

3. Term. The term of this agreement (the “Initial Term”) is five (5) years, beginning on the date Broadband Company signs. This agreement shall be automatically renewed for an additional five (5) year period, unless Broadband Company or Tower Owner provides notice of intention not to renew not less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

4. Rent. Lease rates are shown in **Appendix A**.

5. Title and Quiet Possession. The Tower Owner represents and agrees (a) that it is the owner of the sites, (b) that it has the right to enter into this agreement, (c) that the person signing this agreement has the authority to sign, (d) that Broadband Company is entitled to access the sites on either an escorted basis, or independent basis, as determined by the Tower Owner. Access includes inside any security fence or area, 24x7x365 throughout the terms of the agreement so long as Broadband Company is not in default of this agreement.

6. Installation. Broadband Company understands that Tower Owner utilizes a tower management company (currently PRS Tower Management Services) and will coordinate installations with them as required. Broadband Company agrees that it will provide the Tower Owner, or their representative, a written proposal addressing the installation of antenna and that such proposal shall be approved by the Tower Owner or their representative prior to installation. Each approved installation will be added as an Attachment to this Tower Antenna Agreement.

7. Interference. Broadband Company plans to operate in all or any of the following frequencies: 5GHz, 11 GHz, 24 GHz, and 60-80 GHz. Further, Broadband Company agrees to coordinate spectrum use with other service providers in order to prevent interference. Broadband Company will resolve any technical problems with other equipment located at the sites on the installation date.

8. Maintenance of Area. Broadband Company shall make no alterations to the tower or related facilities which will compromise or impair the integrity of the structure. Broadband Company shall exercise special precaution to avoid damaging the facilities of the Tower Owner, and Broadband Company hereby assumes all responsibility for any and all loss or such damage created by Broadband Company, its employees or agents. Broadband Company agrees to make an immediate report to the Tower Owner of any installation and maintenance of Broadband Company’s facilities. General tower maintenance (painting, etc.) is the responsibility of the Tower Owner. The Tower Owner shall not move, disconnect or adjust, in any way, Broadband Company’s equipment without the supervision of a Broadband Company representative on site. Broadband Company acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations

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to the tower and the Tower Owner shall incur no liability to Broadband Company for any injury, expense, or claim incurred by Broadband Company during any such repair or renovation.

9. Indemnity. Broadband Company shall carry insurance to indemnify, protect, and save harmless the Tower Owner from any and all claims and demands for damages to property and injury to or death of persons, including payments made under any Workers' Compensation Laws, or under any plan for employee's disability and death benefits which may arise out of or be caused by the erection, maintenance, presence, use or removal of Broadband Company antennas, cable, equipment and necessary appurtenances at the tower site. Broadband Company shall also indemnify, protect, and save harmless the Tower Owner from any and all claims and demands of whatsoever kind which may arise directly or indirectly from the operations of Broadband Company's facilities, including by not limited to taxes, special charges by others, claims and demands for damages or less for infringement of copyrights, libel and slander, unauthorized use of frequencies, etc.

10. Termination. Either party may terminate this lease upon sixty (60) days notice without liability for further rent or damages at any time after the initial terms of five (5) years. Tower Owner may terminate this lease after five (5) years upon giving Broadband Company sixty (60) days notice of termination.

11. Hazardous Substance. Broadband Company shall not introduce or use any such substance on the site in violation of any applicable law. Broadband Company understands that if the Tower Owner needs to remove the old paint and repaint the tower and the old paint contains sufficient levels of lead that it will require special handling and containment in its removal. Broadband Company agrees to cooperate fully with the Tower Owner in whatever steps are necessary for the removal of the old paint and the repainting of the tower. Broadband Company agrees to hold the Tower Owner harmless of any interruption of service or possible damage of their equipment during this process.

12. Miscellaneous. (a) This agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement; (b) this agreement is governed by the laws of the State of North Carolina; (c) this agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this agreement must be in writing and executed by both parties; (d) if any provision of this agreement is invalid or unenforceable with respect to any party, the remainder of this agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

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13. Insurance. Broadband Company will maintain General Liability and Umbrella insurance coverage, a copy of which will be provided to the Tower Owner. Broadband Company will also maintain Workers Compensation Insurance, and will provide a copy of insurance to the Tower Owner prior to performing any work.

Signature below commits each party to the terms of this agreement.

Stanly County Broadband Company, LLC

By: _____

Print Name: _____

Date: _____ Stanly County

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Appendix A

Stanly County tower lease rates are on a graduated scale as Broadband Company adds end user customers. The monthly fee schedule per tower is as follows:

Customers on the Structure Monthly Fee

0-99 customers \$50
100-149 customers \$150
150-199 customers \$300
200-249 customers \$450
250-299 customers \$550
300+ customers \$750

County Initial Broadband Company Initial