

WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT

THIS WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT (“Agreement”) is entered into this ____ day of _____, 20____ (“Effective Date”), by and between the City of Greeley, Colorado (“Licensor”) and _____ a _____ company with its principal office located at _____ (“Company”).

RECITALS

A. The Company owns and/or controls, maintains and operates a wireless and fiber communications Network (as defined in Section 1.4 below) that serves its wireless carrier customers [OR AS APPLICABLE, REPLACE WITH its customers].

B. For purposes of operating the Network, the Company wishes to locate, place, attach, install, operate, control, and maintain Wireless Communications Facilities in the Public Rights-of-Way (as defined in Sections 1.10 and 1.8, respectively, below).

SECTION 1. DEFINITIONS

For the purpose of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely discretionary.

- 1.1 “Affiliate” means any entity that, directly or indirectly controls, is controlled by, or is under common control with, the Company.
- 1.2 “Applicable Laws” means any statutes, constitutions, charters, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, franchises, administrative orders, certificates, orders, or other requirements of the Licensor or other governmental or judicial authority having the force and effect of law that determines the legal standing of a matter relating to the parties and/or this Agreement.
- 1.3 “Emergency” means any event which may threaten public health or safety, or that results in an interruption in the provision of service, including but not limited to damaged or leaking water or gas conduit systems, damaged, obstructed or leaking sewer or storm drain conduit systems and damaged electrical and communications facilities [OR cite to your definition of emergency in your streets/public works code].
- 1.4 “FCC” means the Federal Communications Commission.
- 1.5 “Micro cell facility” means a small wireless facility that is no larger in dimensions than twenty-four inches in length, fifteen inches in width, and twelve inches in height and that

has an exterior antenna, if any, that is no more than eleven inches in length.

- 1.6 “Network” or collectively “Networks” means one or more of the wireless and fiber-based Wireless Communications Facilities operated by the Company to serve its wireless carrier customers [OR AS APPLICABLE INSERT customers] in the City of Greeley.
- 1.7 “Owner” means a person with a legal or equitable interest in ownership of real or personal property.
- 1.8 “Person” means any corporation, partnership, proprietorship, individual or organization, governmental organization, or any natural person.
- 1.9 “Public Property” means any real property owned by the Licensor other than Public Rights-of-Way.
- 1.10 “Public Rights-of-Way” or “PROW” means the surface, air space above the surface, and the area below any public street, road, highway, freeway, lane, public way, alley, court, sidewalk, boulevard, drive, bridge, tunnel, parkway, or easement now or hereafter held by the Licensor, or dedicated for use by the Licensor, use by the general public, or use compatible with the service or operations of the Wireless Communications Facilities.
- 1.11 “Supplemental Site License” means a document, substantially in the form attached as Exhibit A. Each Wireless Site installation will be subject to a Supplemental Site License.
- 1.12 “Small Cell Facility” means a Wireless Communications Facility where each Antenna is located inside an enclosure of no more than three cubic feet in volume or, in the case of an Antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and primary equipment enclosures are no larger than seventeen cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: electric meter, concealment, telecommunications demarcation box, ground-based enclosure, back-up power systems, grounding equipment, power transfer switch and cut-off switch. Small cells may be attached to Alternate Tower Structures, Replacement Pole, and Base Stations. The definition of a Small Cell Facility shall also include a Micro Cell or Micro Cell Facility.
- 1.13 “Small cell network” means a collection of interrelated small cell facilities designed to deliver wireless service.
- 1.14 “Wireless Communications Facility” or “WCF” means a facility used to provide Wireless Services to the public; or wireless backhaul services sold to wireless service providers who in turn provide Wireless Services to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services. A WCF includes Small Cell Facilities, Micro-Wireless Facilities an antenna or antennas, ancillary equipment, towers, poles and other vertical

assets upon which WCFs are installed. “WCF” does not include fiber optic facilities, except to the extent contained on or within the vertical assets.

- 1.15 “Wireless service” means data and telecommunications services, including commercial mobile services, commercial mobile data services, unlicensed wireless services, and common carrier wireless exchange access services, as all of these terms are defined by federal law and regulations.
- 1.16 “Wireless Site” means a location on Public Rights-of-Way selected for the Company’s deployment of Wireless Communications Facilities.

SECTION 2. GRANT OF AUTHORITY

- 2.1 Grant of License. The Licensor hereby grants to the Company, a non-exclusive license to use and occupy the PROW throughout the territorial boundaries of the Licensor, as these boundaries may be adjusted from time to time due to annexations, to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace the Wireless Communications Facilities identified in each Supplemental Site License. This grant is subject to the terms, conditions and other provisions set forth in this Agreement and all Applicable Laws. The Company shall install its WCFs consistent with the Licensor’s applicable ordinances and regulations. The parties understand and agree that this Agreement is a limited grant of authority subject in all respects to Applicable Law, including without limitation, those regarding the kind, size, height and bulk of structures in the PROW, and further subject to all provisions contained herein, including without limitation, Exhibit B.
- 2.2 Installations on Poles. WCFs owned and/or controlled by the Company may be installed only on the following, and in the listed priority: (i) Licensor’s traffic signal poles or other Licensor-owned poles in the PROW under the terms of this Agreement, (ii) third-party poles in the PROW under the terms of a fully executed pole attachment agreement with the Owner of such poles, (iii) on street lighting poles in the PROW approved for street lighting purposes by the Licensor that are purchased by the Company, or (iv) in instances where no other reasonable opportunity for attachment exists, on the Company’s proprietary poles newly installed in the PROW. The Company shall be responsible for complying with all obligations under this Agreement regarding equipment, irrespective of ownership of or title to such equipment. Subject to the exception described below, all WCFs shall be installed on poles located at Wireless Sites. For attachments of Wireless Communications Facilities in the PROW on structures owned by the Licensor, in addition to all obligations of this Agreement, the Company shall be bound by the requirements contained in Exhibit B, and all applicable Licensor rules and regulations, which may be modified by Licensor from time to time.
- 2.3 License Agreement and Supplement Term.
 - 2.3.1 Agreement Term. The initial term of this Agreement shall commence upon the Effective Date and shall expire fifteen (15) years from the Effective Date (the “Term”), unless renewed as herein provided in Section 7.2.

- 2.3.2 Supplement Term. The term of each Supplemental Site License shall be in effect for a period of five (5) years commencing on the “Commencement Date” determined in accordance with each Site Supplement. Unless otherwise terminated, a Supplement Term and License provided for herein will continue uninterrupted, and will automatically be extended for up to two (2), successive, five (5) year periods (each, a “Renewal Term”), with the first five-year extension of the Supplement Term commencing immediately upon the expiration of the initial period of the Supplement Term, and the second five-year extension of the Supplement Term commencing immediately upon the expiration of the preceding additional period of the Term, unless notice of non-extension is provided by either party to the other prior to the commencement of the succeeding Renewal Term. All of the provisions of this Agreement shall be in effect during the Supplement Term and any extension of the Supplement Term.
- 2.3.3 If the Term of this Agreement expires before the end of any five (5) year Supplemental Site License term, this Agreement shall remain in effect only with respect to any Supplemental Site License through the end of such Supplemental Site License’s term.
- 2.4 Conditions. The rights afforded to the Company under this Section 2 are granted subject to the conditions herein provided, the applicable attachments to this Agreement, and all Applicable Laws.
- 2.5 Non-Exclusive License. The Company’s right to use and occupy the PROW and attach to structures therein shall not be exclusive. The Licensor reserves the right to grant a similar use to itself or any Person at any time.
- 2.6 Waiver of Claims. In consideration for the rights granted under this Agreement, the Company waives all claims, demands, causes of action, and rights it may assert against the Licensor and its officials, personnel, agents, and representatives because of any loss, damage, or injury to any Wireless Communications Facilities, or any loss or degradation of service resulting from the installation, operation, maintenance or malfunction of Wireless Communications Facilities regardless of cause, except as provided in Section 5 and except with respect to claims, demands, causes of action and rights the Company may assert against the Licensor and its officials, personnel, agents, and representatives in connection with their negligence and willful misconduct.
- 2.7 No Interest in Public Property or PROW. Nothing under this Agreement shall be interpreted to create or vest in the Company any easement or other ownership or property interest to any Public Property or PROW or constitute an assignment of any Licensor’s rights to Public Property or PROW. Company shall, at all times, be and remain a licensee only.
- 2.8 [SECTION ONLY APPLICABLE FOR NON-SERVICE PROVIDERS, INSERT WHEN APPLICABLE] Sub-Tenants and Sub-Licensees of Company. The parties understand and agree that the Company intends to provide access to the Wireless Sites to its customers through leases, licenses or similar agreements. The Company shall require

in its agreements with its customers that its customers agree to be subject to all terms, conditions and obligations of this Agreement as they may relate to the customers' use of the Wireless Sites and that the customers shall further comply with all Applicable Laws. The parties acknowledge and agree that Company's provision of service may include "turnkey service" whereby Company installs equipment to which its customer owns legal title. As part of "turnkey service", Company (including its contractors and agents) will be the responsible party for all of the operation, repair and maintenance of such equipment under this Agreement. If a Company customer desires to operate, repair and maintain such equipment it is understood that such customer must first obtain a Master License Agreement from the City.

SECTION 3. PERMITS, CONSTRUCTION, OPERATION AND MAINTENANCE IN THE PUBLIC RIGHTS-OF-WAY

- 3.1 License Requirement. Each Wireless Site will be subject to a Supplemental Site License pursuant to the terms and conditions of this Agreement. Either party may terminate any Supplemental Site License for convenience at its discretion, subject to all obligations for removal of Wireless Communications Facilities, restoration of the Wireless Site and any other applicable conditions of law related to such termination.
- 3.2 Processing Fees.
- 3.2.1 All fees provided for herein shall be non-refundable. Upon agreement of the Parties, Company may pay any fee by electronic funds transfer; and in such event, Licensor agrees to provide to Company bank routing information for such purpose. Licensor agrees to provide to Company a completed, current version of Internal Revenue Service Form W-9, or equivalent.
- 3.2.2 This Agreement shall be subject to a Master License Agreement fee in the amount set forth on the Licensor's fee schedule. The Master License Agreement shall be payable within 10 days of full execution of this Agreement.
- 3.2.3 Each Supplemental Site License shall be subject to a processing fee in the amount set forth on Licensor's fee schedule.
- (a) These fees are non-refundable, are comparable to Licensor's fees for similar permits, and may be modified in the future to be consistent with fees then imposed on like activities. Each Supplement Site License fee shall be payable at the time the Supplemental Site License is submitted to Licensor.
- (b) The foregoing fees include up to eight (8) hours of inspection by the Licensor. If the Licensor reasonably requires additional inspection beyond eight (8) hours then Company agrees to pay for such inspections at the hourly rate set forth on the Licensor's fee schedule. Company shall also submit such other information as may be reasonably requested by the Licensor.

3.2.4 As of the Commencement Date defined in each Site Supplement, Company shall pay to Licensor an annual fee equal to \$200 for each Site where Company intends to attach equipment on Public Property (the "Municipal Facilities").

- (a) Beginning on the first anniversary of the Commencement Date and continuing throughout the Supplement Term, including any extensions or additional extensions, the annual fee due hereunder shall increase by 3% per annum over the annual rental rate due during the immediate preceding year.
- (b) The annual fee, plus any escalator, shall be the "Attachment Fee." In the event any Law provides Licensee the right to use the Municipal Facilities at an annual rate less than the rate set forth herein, the annual Attachment Fee shall be reduced to such amount on the next anniversary of the Commencement Date (or earlier if required by such Law) for all existing Site Supplements, and all new Site Supplements shall be entered into at such new rate. In such event, the Parties shall enter into an amendment to this Agreement documenting such amount. The Attachment Fee shall not apply to or be charged for attachments to third-party Facilities, the installation of Company's proprietary poles in the ROW.

3.2.5 The Attachment Fee is non-refundable and is payable within ninety (90) days of the initial Commencement Date, and on or before each subsequent annual anniversary of the Commencement Date during the Supplement Term (or until such earlier time as such Site Supplement is terminated).

3.3 Permitted Use of PROW. PROW may be used by Company, seven (7) days a week, twenty-four (24) hours a day subject to the City's ordinances including but not limited to those related to noise, only for the Wireless Sites and attachment, installation, maintenance, upgrade, removal, reattachment, reinstallation, relocation, replacement, use and operation of WCFs and not for any other purpose. It is understood that the purpose for installing WCFs at designated Wireless Sites in the PROW is to provide Wireless Services and to augment Network capacity otherwise provided through the installation of other facilities, such as traditional tower structures and fiber backhaul. This Agreement shall include new types of WCFs that may evolve or be adopted using wireless technologies.

3.4 Application and Administrative Approval of Wireless Sites.

3.4.1 Company shall file with the Licensor Supplemental Site Licenses for proposed Wireless Sites for which Company is seeking administrative approval. A single Supplemental Site License may seek authority for up to ten (10) WCFs under this Agreement. The request must include information on (i) the Owner of the pole upon which the WCF is proposed to be installed; (ii) where poles are owned by a third party, a letter of authorization from the Owner of the poles confirming that Company has authority to make the requested attachment(s); and (iii) such other information as set forth on Exhibit A, which may, in the Licensor's sole discretion, be modified from time to time to meet the needs of the Licensor. If the

WCF is proposed in rights-of-way owned by another governmental entity, a copy of the agreement authorizing Company access to that right-of-way is also required. Upon filing of a complete request for a Supplemental Site License, the Licensor shall process the request within twenty (20) business days, or within such other time as designated by Applicable Law. Notwithstanding the foregoing, if the Supplemental Site License request seeks permission to install or construct any WCFs that are not subject to administrative approval, Licensor shall act on the new application in the period permitted under Applicable Law.

- 3.4.2 For installations, construction, operation, maintenance, and removal of WCFs, Company shall obtain all generally applicable permits that are required of all occupants of the PROW in accordance with Applicable Law. The Licensor shall process all permit applications in a non-discriminatory and competitively neutral manner.
- 3.4.3 Upon finding that a request for a Supplemental Site License is complete, the Licensor will determine whether the location (and any existing pole) identified by Company as a Wireless Site is within the PROW. If it is not, then, except as set forth in Section 3.3.1, the request would be outside the scope of this Agreement.
- 3.4.4 Notwithstanding anything in this Agreement to the contrary, modifications shall be subject to permitting required under Applicable Laws, but shall not be subject to additional Licensor approval, to the extent that: (i) such modification to WCFs involve only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the WCF, change in loading impacts on the pole as approved by the Licensor or impact to multi-modal traffic flow; or (ii) such modification involves replacement of the WCF with a WCF that is the same or smaller in weight and dimensions as the approved WCF and does not impact multi-modal traffic flow.
- 3.5 Utilities. Company will be responsible for telephone, electric and any other utility service used or consumed by Company in connection with its WCFs. In no event will Company secure its utilities by sub-metering from the Licensor.
- 3.6 Duty to Minimize Interference. Company shall not impede, obstruct or otherwise interfere with the installation, existence or operation of any other facility in the PROW, including but not limited to sanitary sewers, water mains, storm water drains, gas mains, traffic signals and/or utility poles, Licensor-owned street lights, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and Licensor networks, and other telecommunications, utility, or Public Property. All Company activities in the PROW shall be carried on as to minimize interference with the use of the PROW and with the use of private property, in accordance with all regulations of the Licensor necessary to provide for and protect public health, safety and convenience.
- 3.7 Relocations.
 - 3.7.1 The Licensor shall have the right to require Company and its customers to

relocate, remove, replace, modify or disconnect WCFs located in the PROW for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, PROW vacation, PROW construction, change or establishment of PROW grade, installation of sewers, drains, electric lines, gas or water pipes, conduits, cables, or any other types of structures or improvements by the Licensor for public purposes). Such work shall be performed at Company's expense. The Licensor also reserves the right to make full use of the property involved as may be necessary or convenient, and the Licensor retains all rights to operate, maintain, install, repair, remove, replace or relocate any of its facilities located within the Licensor's property at any time and in such a manner as it deems necessary or convenient. Except during an emergency, the Licensor shall provide reasonable notice to Company, of not less than one hundred twenty (120) days, and allow Company the opportunity to perform any relocation, removal, replacement, modification or disconnection of the WCFs located in the PROW. Within one hundred twenty (120) days prior written notice from Licensor, Company shall relocate, remove, replace, modify or disconnect any of its WCFs within any PROW. If the Licensor requires Company to relocate its WCFs located within the PROW, the Licensor shall make a reasonable effort to provide Company with an alternate location within the PROW. During such relocation, if necessary, in Company's reasonable determination, and consistent with any applicable permit requirements, it may place a temporary installation in the PROW (e.g. cell-on-wheels).

3.7.2 If Company fails to complete the relocation within the one hundred twenty (120) day period and to Licensor's satisfaction, the Licensor may remove the WCFs or otherwise cause such work to be done and bill the cost of the work to Company, including all costs and expenses incurred by Licensor due to Company's delay. In such event, Licensor shall not be liable for any damage to any portion of the Network other than damage caused by Licensor's negligence or willful misconduct. Company shall make full payment to Licensor within thirty (30) days of receipt of an itemized list of such costs.

3.8 Duty to Repair. Any PROW, Public Property or private property that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, removal, relocation, operation or maintenance of any WCFs by Company or its agents or contractors shall be promptly repaired by Company at its sole expense.

3.9 Inventory of Wireless Sites. Company shall maintain a current inventory of Wireless Sites throughout the Term. Upon written request of Licensor, which request may be made once per year and is not required to be made annually, Company shall provide to Licensor a copy of the inventory of Wireless Sites by December 31st of each year requested until the end of the Term. The inventory shall include roadway intersection (if applicable), GIS coordinates, date of installation, the Company Site ID #, type of pole used for installation, pole Owner, and description/type of installation for each Wireless Site WCF installation. Concerning Wireless Sites that become inactive, the inventory shall include the same information as active installations in addition to the date the Wireless Site was deactivated

and the date the WCF was removed from the PROW. Licensor will compare the inventory to its records to identify any discrepancies.

3.10 Unauthorized Installations. If there are any unauthorized Wireless Sites identified by Licensor as a result of comparing the inventory of Wireless Sites to internal records or through any other means, Licensor shall provide written notice to Company of such unauthorized Wireless Site and Company shall have thirty (30) days thereafter in which to submit an application request for a Supplemental Site License for that location, or alternatively to remove the WCFs and restore the property at Company's expense. If Company fails to submit a request for a Supplemental Site License, or if the request is denied, Company shall remove the WCFs from the PROW and restore the property at its expense within thirty (30) days, unless a different time period is agreed to by the parties. If the request is approved, Company must pay the required fees for a new WCF site plus interest at the rate of two percent (2%) per annum from the date of the original installation.

3.11 Signal Interference Prohibited.

3.11.1 Notice; Company Response. In the event any WCFs interfere with Licensor's traffic signal system, public safety radio system, or other Licensor communications infrastructure operating on spectrum where Licensor is legally authorized to operate, Company will respond to Licensor's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving such request, pursuant to protocol outlined in Section 3.10.2 below, and shall follow the escalation process outlined in Section 4 of this Agreement.

3.11.2 Response Protocol. The protocol for responding to events of interference will require Company to provide Licensor's City Engineer an interference remediation report that includes the following items:

- (a) Remediation Plan. Devise a remediation plan to stop the event of interference;
- (b) Time Frame for Execution. Provide the expected time frame for execution of the remediation plan; and
- (c) Additional Information. Include any additional information relevant to the execution of the remediation plan.

3.12 Removal; Relocation. In the event interference with Licensor's facilities cannot be eliminated, Company shall shut down the WCFs and pursuant to Section 3.6 remove or relocate any WCF that is the source of the interference to a suitable alternative location.

SECTION 4. EMERGENCY CONTACTS

4.1 Coordination of Emergency Events. In case of an emergency due to interference, failure of traffic signal or utility systems, or any unforeseen events, Licensor will act to protect the public health and safety of its citizens, and to protect public and private property,

notwithstanding any provision in this Agreement. Licensor will make every reasonable effort to coordinate its emergency response with Company. To that end, Licensor will use the following emergency contacts:

4.1.1 Level One Contact: -Company's network operations center may be reached 24/7 at: _____ and email: _____.

4.1.2 Level Two Contact: In the event the Company's network operations center cannot be reached, or the network operations center staff cannot address the emergency situation, the Licensor may contact:

Phone: _____
Email: _____ or

Phone: _____
Email: _____

4.1.3 Level Three Contact: In the event the emergency situation calls for a coordinated effort between the Licensor's and Company's management team, the Licensor may contact:

Phone: _____
Email: _____

4.2 Company's Duty to Maintain Current Emergency Contacts. Company shall maintain the emergency contact information current at all times with Licensor's City Engineer.

4.3 Company's Response to Network Emergency. In case of a Network emergency due to any unforeseen event, Company may access its Wireless Sites and WCFs without first obtaining a PROW permit provided Company has conducted Network trouble-shooting and diagnostic tests and has reasonably identified the point or points of Network failure or malfunction. While acting under this provision to address a Network emergency, Company shall conduct its activities within the PROW in such a manner as to protect public and private property and to provide the necessary traffic control. Company will make every reasonable effort to coordinate its emergency response with Licensor. To that end, prior to entering the PROW, Company will use the following emergency contacts to give notice to Licensor of the Network emergency and an estimated time period to address the situation:

4.3.1 Licensor's public safety communications dispatch may be reached 24/7 at 970-350-9600. If contact cannot be made with Licensor in this manner, Company shall call 9-1-1.

- 4.3.2 Notwithstanding the foregoing, within ten (10) days after undertaking the emergency work, Company is required to obtain a right of way permit in order to allow Licensor to update its records of the work.
- 4.4 Licensor's Duty to Maintain Emergency Contacts. Licensor shall maintain the emergency contact information current at all times with Company's network operations contact.

SECTION 5. INDEMNITY AND INSURANCE

5.1 Indemnity.

- 5.1.1 Company shall indemnify and hold Licensor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Company, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Licensor, or its employees, contractors or agents. Licensor will provide Company with prompt, written notice of any claim covered by this indemnification; provided that any failure to provide any such notice, or to provide it promptly, shall not relieve Company from its indemnification obligation in respect of such claim, except to the extent Company can establish actual prejudice and direct damages as a result thereof. Licensor will cooperate appropriately with Company in connection with Company's defense of such claim. Company shall defend Licensor, at Licensor's request, against any claim with counsel reasonably satisfactory to Licensor. Company shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each Licensor and without an unconditional release of all claims by each claimant or plaintiff in favor of Licensor.
- 5.1.2 If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by Company to represent the Indemnified Party, Company shall pay for all reasonable expenses incurred by the Indemnified Party as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the Indemnified Party shall select its own counsel and any other experts or consultants, subject to Company's prior approval. The Indemnified Party's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Indemnified Party's attorney or his/her assistants or any employees of the Indemnified Party or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Indemnified Party by Company.
- 5.1.3 Neither party will be liable under this Agreement for consequential, indirect, special, incidental or punitive damages for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility

of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

5.2 Insurance.

- 5.2.1 Company shall carry during the Term, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a ~~minimum~~ limit of liability of \$5,000,000 per occurrence for bodily injury (including death) and property damage and \$5,000,000 general aggregate including products and completed operations; (ii) excess or umbrella liability on an occurrence basis in excess of the commercial general liability insurance, which has coverage as broad as such policy, with a limit of not less than \$2,000,000; (iii) Workers' Compensation Insurance as required by law; and employers' liability insurance with limits of \$500,000 bodily injury each accident, \$500,000 bodily injury each disease-each employee, and \$500,000 bodily injury disease policy limit. Notwithstanding the foregoing, Licensor may increase the aforementioned limits of insurance upon prior notice to, review and acceptance by Company. Company shall require each of its contractors to adhere to substantially the same requirements as required of Company.
- 5.2.2 All of the insurance coverages identified in Section 5.2.1, except the workers' compensation and employer's liability insurance, shall apply to and include Licensor as an additional insured as their interest may appear under this Agreement. The insurance shall indemnify and defend Licensor against all loss, damage, expense and liability arising out of or in any way connected with the performance of this Agreement. The workers compensation insurance coverage shall contain a waiver of subrogation for Licensor's benefit. Further, the insurance coverages identified in Section 5.2.1 will be primary and non-contributory with respect to any self-insurance or other insurance maintained by Licensor.
- 5.2.3 Upon execution of this Agreement and upon any subsequent request of Licensor, Company shall provide Licensor with a Certificate of Insurance and blanket additional insured endorsements determined by Licensor to be necessary to provide evidence of the coverage required by this Section 5.2.
- 5.2.4 Upon receipt of notice from its insurer(s) Company shall provide thirty (30) days advance notice to Licensor in the event of cancellation of any coverage.
- 5.2.5 All of the primary insurance policies Company, and its contractors to the extent applicable under Section 5.2.1, are required to maintain in this Section 5.2 shall be obtained from insurance carriers having an A.M. Best rating of at least A.

SECTION 6. DEFAULT AND REMEDIES

- 6.1 Notice of Violation. The party not in violation shall provide the defaulting party with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which the defaulting party may: (i) demonstrate that a violation does not exist, (ii)

cure the alleged violation, or (iii) if the nature of the alleged violation prevents correction thereof within thirty (30) days, to initiate a reasonable plan of action to correct such violation (including a projected date by which it will be completed) and notify the non-defaulting party of such plan of action.

6.2 Default.

6.2.1 **Company Default.** If Company fails to disprove or correct the violation within thirty (30) days, or, in the case of a violation which cannot be corrected in thirty (30) days, Company has failed to initiate a reasonable plan of corrective action and to correct the violation within the specified time frame in such plan, then the Licensor may declare in writing that Company is in default.

6.2.2 **Hearing Available to Company.** Within fifteen (15) days after receipt of a written declaration of default from Licensor, Company may make a written request for a hearing before the City Manager or his/her designee, in a proceeding affording due process. If a hearing is not requested, Licensor may seek any remedy available under Applicable Law. If a hearing is requested, such hearing shall be held within sixty (60) days of the receipt of the request therefor and a decision rendered within fifteen (15) days after the conclusion of the hearing. Upon a finding of default, the City Council or its designee may impose remedies of revocation and/or recovery of actual damages caused by such breach. Any decision shall be in writing and shall be based upon written findings of fact as contained in the record of the hearing.

6.2.3 **Appeal of Default.** Company may appeal a finding of default and/or imposition of remedies by the City Council or its designee, which appeal shall be pursuant to C.R.C.P. 106 and based upon the written record. Alternatively, the parties may, by mutual agreement, agree to address the finding of default through arbitration or mediation.

6.2.4 **Licensor Default.** If Licensor fails to disprove or correct the violation within thirty (30) days, or, in the case of a violation which cannot be corrected in thirty (30) days, Licensor has failed to initiate a reasonable plan of corrective action and to correct the violation within the specified time frame in such plan, then Company may declare in writing that Licensor is in default.

6.3 Bankruptcy. The parties expressly agree and acknowledge that it is their intent that in the event Company shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. 101, *et seq.* (the "Code"), for the purposes of proceeding under the Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365. Any Person, to which Company's rights, duties and obligations under this Agreement are assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Company arising under this Agreement both before and after the date of

such assignment. Any such assignee shall upon demand execute and deliver to the Licensor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Licensor, shall be the exclusive property of Licensor, and shall not constitute property of Company or of the estate of Company within the meaning of the Code. Any monies or other considerations constituting Licensor's property under the preceding sentence not paid or delivered to Licensor shall be held in trust for the benefit of Licensor and be promptly paid to Licensor.

SECTION 7. AMENDMENT AND RENEWAL

7.1 Amendment. Written requests to amend this Agreement for any purposes may be made by either party. The parties shall engage in good faith discussions and endeavor to reach agreement within sixty (60) days of receipt of such written request. Any amendment shall become effective after being duly executed by both parties. Notwithstanding the foregoing, nothing shall require either party to agree to any amendment request.

7.2 Renewal.

7.2.1 Unless earlier terminated by either party pursuant to the provisions of this Agreement, or default by Company, the Agreement shall automatically renew on the same terms and conditions as herein for two (2) successive terms of five (5) years, provided that Company has complied with the material terms of this Agreement. If Licensor does not believe that Company is entitled to renewal, Licensor shall provide written notification to Company at least ninety (90) days prior to the expiration date of this Agreement, in which notice Licensor shall provide support for its position.

7.2.2 As between Licensor and Company, Company shall at all times retain ownership of the WCFs, unless an alternative vertical structure, such as a street light, has been purchased by Company and ownership assigned to Licensor, pursuant to this Agreement. Upon expiration or non-renewal of this Agreement, within forty-five (45) days of the expiration of the then-current Term, Company shall be permitted to remove its WCFs installed within the PROW, or alternatively, sell the same to a qualified buyer consistent with Applicable Law. In no event may Company abandon in place any of its WCFs installed in or on the PROW, unless written consent of Licensor is obtained.

SECTION 8. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL

8.1 Definitions. In this Section, the following words have the meanings indicated:

8.1.1 "Control" means actual working control in whatever manner exercised. "Control" includes, but may not necessarily require, majority stock ownership or control of 51% or more of the voting rights in Company.

- 8.1.2 “Proposed Transferee” means a proposed purchaser, transferee, lessee, assignee or Person acquiring ownership or control of this Agreement or of Company.
- 8.2 No Transfer. Subject to Section 2.9, Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement, any Supplemental Site License as provided for herein, or any of the rights or privileges therein granted, without the prior consent of Licensor; except that such consent shall not be required for a transfer or assignment to an Affiliate or to any entity which acquires all or substantially all of Company’s assets in the market defined by the FCC in which the WCF is located by reason of a merger, acquisition or other business reorganization, provided that such acquiring entity has debt to equity and profitability ratios consistent with mature companies in business for five or more years in the same or similar business and is in compliance with with federal, state, and local laws at the time of the transfer, and Company and the new entity represent to Licensor that the new entity has not had a decision entered against the new entity for a material violation of a local permit. The consent required by Licensor may be conditioned upon the performance of those requirements necessary to ensure compliance with the obligations of this Agreement. Company shall provide no less than thirty (30) days written notice to Licensor of the details of any transaction described herein that requires Licensor consent. Once Company obtains Licensor consent to transfer or assign this Agreement to a third party as required under this Section, Company shall be authorized to transfer each Supplemental Site License to such third party without further consent or approval. Notwithstanding anything to the contrary in this Section, no Licensor consent is required for transfers to non-Affiliates that are currently operating in Licensor and are in full compliance with all obligations to Licensor. Company shall provide no less than thirty (30) days written notice to Licensor of a transaction covered in this Section to a non-Affiliate that it believes is compliant with its obligations to Licensor.
- 8.3 Company Control. The requirements of Section 8.2 shall also apply to any change in Control of Company. A rebuttable presumption that a transfer of Control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of Company. The consent required (other than with respect to Affiliates and non-Affiliates that are currently operating in Licensor and are in full compliance with all obligations to Licensor) may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon Company by Licensor. For the purpose of determining whether it should consent to transfer of Control, Licensor may inquire into the qualifications of the proposed transferee and the Company shall assist Licensor in the inquiry.
- 8.4 Required Information. In seeking Licensor’s consent to any change in ownership or control for which prior consent is required under Sections 8.2 and 8.3, Company shall require the Proposed Transferee to indicate whether it:
- 8.4.1 Has ever been convicted or held liable for acts involving deceit including any violation of Applicable Laws, or is currently under an indictment, investigation or complaint charging such acts;

- 8.4.2 Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;
- 8.4.3 Has pending any material legal claim, law suit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Agreement, except that any such claims, suits or proceedings relating to insurance claims, theft of service, or employment matters need not be disclosed;
- 8.4.4 Is financially solvent by submitting financial data including financial statements that are audited or reviewed by a certified public accountant who may also be an officer of the parent corporation along with any other data that Licensor may reasonably require; and
- 8.4.5 Has the financial and technical capability to enable it to maintain and operate the Network and Wireless Sites and WCFs for the remainder of the Term.
- 8.5 Company's Compliance with Terms. In seeking Licensor's consent to any change in ownership or control, Company shall indicate whether it has failed to comply with any material provision of this Agreement at any point during the term of this Agreement.
- 8.6 No Waiver. The consent or approval of Licensor to transfer by Company does not constitute a waiver or release of the rights of Licensor in or to its PROW, and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.
- 8.7 Agreement Binding. Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.
- 8.8 Pledge of Assets. Notwithstanding anything contained in this Agreement, Company may pledge the assets of the Network and WCFs for the purpose of financing provided that such pledge of assets shall not impair Company or mitigate Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.
- 8.9 **[THIS SECTION NOT NECESSARY WHEN THE COMPANY IS A WIRELESS SERVICE PROVIDER- DELETE IF NOT NEEDED]** The Licensor and the Company agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain WCFs deployed by Company in the PROW pursuant to this Agreement may be owned and/or operated by Company's third-party wireless carrier customers ("Carriers") and installed and maintained by Company pursuant to license agreements between Company and such Carriers. Such WCFs shall be treated as Company's WCFs for all purposes under this Agreement provided that (i) Company remains responsible and liable for all performance obligations under the Agreement with respect to such WCFs; (ii) Licensor's sole point of contact regarding such WCFs shall be the Company; and (iii) Company shall have the right to remove and relocate the WCFs. Such WCFs are subject to Applicable Law, and the Company shall indemnify the Licensor and hold it harmless from any claims from Carriers related to any action taken by the Licensor with respect to the facilities in accordance with Applicable Law. Should the Company's agreement(s) with any Carriers related to any WCFs cease, the Company shall provide the Licensor with

notice of such termination and contact information for the owners of the WCFs at least ten (10) business days prior to such termination.

SECTION 9. MISCELLANEOUS

9.1 Severability. If any Applicable Law renders any provision of this Agreement invalid, the remaining provisions of the Agreement shall remain in full force and effect.

9.2 Force Majeure. Company shall not be deemed to be in default, non-compliance, or in violation of any provision of this Agreement where performance was hindered or rendered impossible by war or riots, civil disturbances, natural catastrophes or other circumstances beyond Company's control, provided Company took steps to mitigate damages and accepts responsibility to cure the default, non-compliance or violation in a manner and within a time period reasonably acceptable to Licensor.

9.3 No Waiver.

9.3.1 The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Agreement shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, unless such right or such compliance or performance has been specifically waived in writing.

9.3.2 Both Licensor and Company expressly reserve all rights they may have under Applicable Law to the maximum extent possible, and neither Licensor nor Company shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.

9.4 Attorney Fees. Should any dispute arising out of this Agreement lead to arbitration or litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

9.5 Change of Law. If any Applicable Law that governs any aspect of the rights or obligations of the parties under this Agreement shall change after the Effective Date and such change preempts compliance with or the enforcement of any aspect of such rights or obligations, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

9.6 Notice. All notices that shall or may be given pursuant to this Agreement must be in writing and delivered by hand or (i) through the United States mail, by registered or certified mail; (ii) by prepaid overnight delivery service; or (iii) by email transmission. If a hard copy of the same is delivered through the U. S. Postal Service or by overnight delivery service, it shall be delivered to the following addresses:

if to Licensor:

City of Greeley
1000 10th Street
Greeley, Colorado 80631
ATTN: Real Estate Manager

with a copy to:

City of Greeley
Office of the City Attorney
1100 10th Street, Suite 401
Greeley, Colorado 80631

if to Company:

Attention: _____

with a copy to:

Attention: _____

Each party shall provide timely notice to the other of changes in the address for notification under this provision. Notice shall be deemed effective upon receipt in the case of hand delivery, three days after delivery to the U.S. Postal Service, or the next business day if delivery is effectuated by email or overnight delivery service.

- 9.7 Representations and Warranties. Each party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon it without the requirement of the approval or consent of any other person or entity in connection herewith.
- 9.8 Amendment. This Agreement may not be amended except pursuant to a written instrument signed by both parties.
- 9.9 Other PROW Users. The parties understand and agree that Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

- 9.10 Entire Agreement. This Agreement and all attachments hereto (including Supplemental Site Licenses) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.
- 9.11 Laws Governing/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this Agreement shall be in the District Court located in Weld County, Colorado.
- 9.12 No Third-Party Beneficiaries. This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.
- 9.13 Counterparts; Electronic Signatures; Electronic Disposition. This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. This Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures. Furthermore, the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- 9.14 Public Disclosure. Company acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-202(6), and accordingly may be disclosed to the public.
- 9.15 Consents. To the extent either party is required hereunder to obtain the consent or approval of the other under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

[Signature page follows.]

*[Signatures on WIRELESS COMMUNICATIONS FACILITIES
MASTER LICENSE AGREEMENT.]*

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

CITY OF GREELEY, COLORADO

APPROVED AS TO SUBSTANCE:

By: _____
Joel Hemesath, Director

APPROVED AS TO FORM

BY: _____
Doug Marek, City Attorney

COMPANY

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

SUPPLEMENTAL SITE LICENSE

This Supplemental Site License, made this _____ day of _____, 20____ (“Effective Date”) between the _____ of _____, hereinafter designated “Licensor,” and _____, hereinafter designated “Company”:

1. Supplemental Site License. This is a Supplemental Site License as referenced in that certain Wireless Communications Facilities Master License Agreement in connection with the operation of Company’s Network, between Licensor and Company dated _____, 201_ (the “Agreement”). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplemental Site License, the terms of this Supplemental Site License shall govern. Capitalized terms used in this Supplemental Site License shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. As described herein, Company shall have the right to use the Licensor-owned structure, other vertical structure owned by a third party or a newly constructed vertical structure for WCF at the Wireless Site in the PROW as further described in Attachment 1, Table 1 attached hereto.
3. WCF Equipment. The WCFs to be installed at the Wireless Site are described in Attachment 1, Table 2 attached hereto.
4. Term. The term of this Supplemental Site License shall be as set forth in Section 2.3 of the Agreement.
5. Fees. If the Supplemental Site License is for attaching WCFs to Licensor-owned structures in the PROW, Company shall pay an annual attachment fee (“Attachment Fee”) of \$200. The annual fee due hereunder shall increase by 3% per annum over the annual Attachment Fee rate due during the immediate preceding year. Such annual Attachment Fee shall not be applicable to street lighting poles approved for street lighting purposes by Licensor that are purchased by Company and assigned to Licensor pursuant to Section 2.2(iii) of the Agreement.
6. Commencement Date. The commencement date of this Supplemental Site License is the first day of the month following the date Company has commenced installation of its WCFs at the Wireless Site.
7. Approvals. It is understood and agreed Company’s ability to use the Wireless Site is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the “Governmental Approvals”) that may be required by any Federal, State or Local authorities. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Company is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Company determines that

such Governmental Approvals may not be obtained in a timely manner; or (iv) Company determines one or more licensed Wireless Sites is no longer technically compatible for its use, Company shall have the right to terminate all or part of this Supplemental Site License. Notice of Company's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Company, or upon such later date as designated by Company. All fees paid to said termination date shall be retained by Licensor. Upon such termination, all or part of this Supplemental Site License, as applicable shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder and in the Agreement. Otherwise, Company shall have no further obligations for the payment of any Attachment Fee to Licensor.

EXECUTED to be effective as of the date shown above.

LICENSOR:

CITY OF GREELEY, COLORADO

APPROVED AS TO SUBSTANCE:

By: _____
Joel Hemesath, Director

APPROVED AS TO FORM

BY: _____
Doug Marek, City Attorney

COMPANY:

By: _____
Name: _____
Its: _____

Attachments:
Attachment 1

Table 2

WIRELESS SITE ID NO.	PROPOSED POLE ALTERATION	RESULTANT POLE HEIGHT	TYPE OF EQUIPMENT ATTACHED

Table 2

COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY LICENSOR IN WHETHER TO GRANT THE SUPPLEMENTAL SITE LICENSE:

1. Plot plan, engineering design, and specifications for installation of the Wireless Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design, pole modification, and ADA compliance.
 - a. The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements.
2. For Licensor poles, include documentation from Licensor verifying the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of the Wireless Communication Facility. If pole reinforcement or replacement is warranted, the design documents shall include the proposed pole modification.
3. For new pole installations, include documentation verifying the pole location is in the PROW and is eligible for installation. Include list of adjacent property owners. If the proposed installation includes a new pole, provide design and specification drawings for the new pole.
4. If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
5. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
6. Description of the utility services required to support the facilities to be installed.
7. A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall be stated also; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of Colorado.
8. For Licensor-owned traffic signal poles, provide information required by Exhibit C of the Agreement.

EXHIBIT B

TECHNICAL REQUIREMENTS

This Exhibit B sets forth additional technical requirements as a supplement to the Agreement between Licensor and Company. Terms not defined herein shall have the definitions set forth in the Agreement to which this Exhibit B is attached.

1. Collocation and Modification. The parties acknowledge that it is the intent of the Agreement to provide general authorization to use the PROW for small cell facilities as permitted under state, federal and local law. The designs approved by the City for the installation of small cell facilities, as agreed to and/or authorized in the supplements and/or permits that will govern each specific site, including the dimensions and number of antennas and equipment boxes and the pole height are intended and stipulated to be concealment features under 47 C.F.R. 1.40001 (as amended). All applications for collocations and/or modifications of facilities governed by this Agreement are subject to applicable provisions of state, federal and local law, including without limitation all other applicable and relevant provisions of 47 C.F.R. 1.40001.
2. Nothing in this Agreement shall be interpreted to authorize the installation of macro wireless communications service facilities, macro base stations, or similar high-powered cellular facilities in the PROW, or the installation of macro wireless towers, or poles intended for macro facilities, except as otherwise agreed to in writing.
3. Wireless Sites shall be installed within the footprint of an area of no more than thirty-six (36) square feet.

EXHIBIT C
ATTACHMENTS TO LICENSOR-OWNED TRAFFIC SIGNAL FACILITIES

Traffic signal poles already supporting police equipment are not eligible to be considered for Company's WCF. Company's WCF placed on traffic signal poles may be required to be relocated at any time if the Licensor-owned infrastructure is needed for placement of police equipment.

Traffic signal poles are engineered structures designed to specific loading criteria and required AASHTO standards. Modifications to the loading will require an engineering analysis stamped by a Colorado licensed professional engineer.

Installations on traffic signal poles cannot alter the poles in any way. Therefore, all attachments must be banded. Drilling and taping is not allowed.

The Company's WCF facilities on any traffic signal structure shall be encased in a separate conduit than the traffic light electronics.

Installation of the Company's WCF shall have a separate electric power connection than the traffic signal structure and shall have a separate access point.

Any large WCF device, other than the antenna, mounted on the traffic signal pole shall be painted to match the existing pole. The paint shall be powder coated over zinc paint.

All cabling must be external to the pole to eliminate the possibility of interference with existing signal cables and conductors.

Cables, conduits and bands must not interfere with access to or operation of any of the traffic signal equipment. Specific clearances may be required and will be reviewed on a case-by-case basis.

Analysis must be provided to show the proposed equipment will not interfere with the Licensor's wireless network operating in the 900 MHz, 5.8 GHz, or other frequencies utilized for traffic control purposes.

For installations on traffic signal poles, involved personnel must hold at least a Level I IMSA Traffic Signal certification (level II preferred) to demonstrate comprehension of the implications of any negative impacts to the Licensor's traffic signal infrastructure.

Any installation or servicing of WCF located on traffic signal poles shall be coordinated with the Licensor's Traffic Operations and Traffic Engineering groups a minimum of three business days in advance.

WCF located on traffic signal poles may be required to be removed and/or reset at any time at the sole cost of the Company due to any work performed by or authorized by the Licensor. City staff shall have the ability to shut off radio signals and power easily while working on the pole.