

TEMPORARY LICENSE AGREEMENT

This Agreement made this _____ day of _____, 201__, between the City of Grand Prairie, with an address at 317 College Street, Grand Prairie, Texas 75050, hereinafter referred to as "Licensor" and/or "City" and Dallas MTA, L.P., d/b/a Verizon Wireless, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "Licensee". The Licensor and Licensee shall collectively be referred to herein as the "Parties".

WHEREAS, Licensor is the owner of certain public rights-of-way which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to Licensee; and

WHEREAS, Licensee desires to install, maintain and operate communications equipment in and/or upon certain of such public rights-of-way; and

WHEREAS, Licensor and Licensee desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which Licensor may wish to permit Licensee to install, maintain and operate communications equipment as hereinafter set forth.

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

1. Premises.

a. Licensor hereby grants to Licensee the right to use the municipal public right-of-way for the installation, maintenance and operation of Licensee's communications equipment in and/or upon utility poles and/or other improvements and/or facilities owned by third parties and located within said public right-of-way (the "Communication Facilities"). The portions of such public right of way to be utilized by Licensee in the course of installation, operation and maintenance of its communications facility are more particularly described and depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Premises").

b. All communications equipment shall be installed in accordance with applicable laws and Licensee shall comply with all reasonable laws, ordinances, rules and regulations adopted by Licensor. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the Licensor or the official to whom such duties have been delegated by Licensor.

c. Licensee and its contractors shall give Licensors reasonable notice of the dates, location, and nature of all work to be performed on its communications equipment within the public rights-of-way. This Agreement shall allow Licensee to perform all work on Licensee's communications equipment within the public rights-of-way and to park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or maintenance of Licensee's communications equipment. Following completion of work in the public rights-of-way, Licensee shall repair any damage caused as a direct result of Licensee's work within the affected public rights-of-way as soon as reasonably possible. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work authorized by this Agreement.

2. The term of this Agreement shall commence upon full execution hereof and shall continue for a period of one (1) year (the "Initial Term"). Provided Licensee has not provided written notice of its intent to terminate this License no later than three (3) months prior to the expiration of the Initial Term, then this License shall automatically renew for one (1) additional term of one (1) year under the same terms and conditions as set forth herein.
3. In consideration of being permitted to occupy the locations as listed in Exhibit A, Licensee agrees to pay to the City an Annual License Fee of \$750 per node location, payable within 30 days of the date of the execution of this Agreement. Any Annual License Fees not paid within fifteen (15) days of Licensee's receipt of written notice of non-payment will be assessed a rate of 10% per annum compounded daily from the due date until payment is received on the amount due.
4. Licensee is solely responsible for the installation, maintenance and operation of Licensee's communications equipment in and/or upon utility poles and/or other improvements and/or facilities owned by third parties and located within said public right-of-way. This Agreement only authorizes permission to use the R.O.W. and does not confer any rights or permission to install Communication Facilities on a utility pole. Licensee must obtain permission from the owner of the utility pole prior to submitting its proposed plans to the City for approval and for permits to install its poles and Communication Facilities in the ROW.
5. Licensee reserves the right to terminate this Agreement on sixty (60) days written notice and upon such termination, Licensee will remove all of its equipment and improvements and restore the Premises to its original condition. It is agreed that failure to pay the Annual License Fee as stipulated herein, subject to the notice and cure period set forth in paragraph 3 above, or violation of any other portion of this Agreement, which exists for more than thirty (30) days after Licensee's receipt of notice of such violation from Licensors, shall forfeit's Licensee's right to occupy the premises, and City shall be entitled to immediate possession thereof without the necessity of legal proceedings.

6. It is further agreed that the City reserves and has the absolute right to terminate this Agreement at any time such termination becomes necessary; that the determination of the City of the necessity for such termination shall be final and binding; that the City shall upon such determination become immediately entitled to possession of the premises without giving any notice and without the necessity of legal proceedings to obtain possession thereof. Upon termination by the City under this Agreement, Licensee will remove all of its equipment and improvements and restore the Premises to its original condition at Licensee's sole expense. All work shall be done to the satisfaction of the City.
7. Licensee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility in the Rights-of-Way, including sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility, or City personal property.
8. Licensee is hereby granted the right to install the equipment listed in Exhibit B to existing poles located in the City's right of way to locations listed in Exhibit A. The City further reserves the right to reject the addition or replacement of equipment when said equipment is larger in size or quantity than the equipment described in Exhibit B.
9. **Signal Interference with City's Communication Infrastructure Prohibited –**
 - a. Licensee's Communication Facilities must not cause harmful interference to the City's radio frequency, wireless network, or communications operations ("City Operations") and Wireless Facilities used by other Communication Services with permission from the City to use the ROW to provide Communication Services ("Protected Equipment"). If Licensee's Communication Facilities interfere with the City's Operations, then Licensee shall promptly cease operation of the Communication Facilities causing said interference upon receiving notice from the City and refrain from operating, except for intermittent testing to be coordinated with the City Engineer as part of the remedial process, until Licensee has eliminated the interference. If, after notice, Licensee continues to operate Communication Facilities that cause interference with City Operations, such Communication Facilities may be deemed unauthorized and subject to the provisions of Section 12(a) of this agreement.
 - b. If Licensee's Communication Facilities interfere with the City's traffic light signal system, public safety radio system, or other City communications infrastructure, Licensee shall take steps necessary to correct and eliminate such interference within 48 hours of receipt of notice from the City. If Licensee's Communication Facilities interfere with any other Protected Equipment, Licensee shall take steps necessary to correct and eliminate such interference within 30 days of receipt of

notice from the City. If the Licensee is unable to resolve the interference issue within this time frame, it will voluntarily power down the Communication Facility causing the interference, except for intermittent testing until such time as the interference is remedied.

- c. Following installation or Modification of a Communication Facility, the City Engineer may require Licensee to test the Communication Facility's radio frequency and other functions to confirm that it does not interfere with the City's Operations or Protected Equipment.
- d. In the event that Licensee's Communication Facility interferes with the City's traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Licensee will respond to the 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 notice.

10. No Liability-

- a. The City shall not be liable for any damage caused by other Licensees with Communication Facilities sharing the same pole.
- b. The City shall not be liable to Licensee by reason of inconvenience, annoyance, or injury to the Communication Facility, pole, or activities conducted by Licensee therefrom, arising out of the necessity of repairing any portion of the ROW, or in, or to, City's fixtures, appurtenances or equipment. The city will use reasonable efforts not to cause material interference to Licensee's operation of its Communication Facility.

11. Third Party Equipment- This Agreement does not grant Licensee the authority to grant any rights under this Agreement to any other party. If other parties seek to install wireless facilities on a Licensee Pole, City pole, or existing utility pole, the Licensee must notify the Right-Of-Way Manager in writing and obtain the City's consent. Licensee would be subject to additional fees as outlined in this agreement.

12. Compliance with Local Regulations – All Communication Facility installations shall be in compliance with all relevant legal requirements for connecting the Communication Facility to electricity and telecommunications service. City is not responsible for providing electricity or transport connectivity to Licensee.

13. The Licensee's communications facility installed pursuant to this Agreement is personal property of the Licensee and the Licensee at all times owns and controls the communications

facility. Licensor and Licensee agree that all equipment forming a part of the communications facility, including, without limitation, all antennas, cables, wires or equivalent connecting the same installed by or on behalf of Licensee shall be and remain the property of Licensee under all circumstances, under Licensee's exclusive control, free and clear of any liens or encumbrances other than those permitted by Licensee, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located. Without limitation on any other rights of Licensee, such equipment may be removed by Licensee upon expiration or cancellation of the term of this Agreement, as the same may be from time to time extended or renewed, or upon earlier termination, for whatever reason. Licensee shall restore any areas of Licensor's premises damaged by such removal, except normal wear and tear and casualty damage.

14. Subject to the terms hereof, and to the extent allowed by applicable law, Licensor and Licensee shall indemnify and hold the other 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 the indemnifying party, 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 the other party, its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The Licensee agrees that with respect to the above required insurance, all insurance policies shall:
- a) Include the City, its officers, officials, employees, and elected representatives as an additional insured as their interest may appear under this Agreement, as respects operations and activities of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.
 - b) Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
 - c) Upon receipt of notice from its insurer, Licensee will provide Licensor with thirty (30) days prior written notice of cancellation.

15. Licensors covenants that Licensee, upon performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Premises. Further, Licensors covenants that Licensors is seized of good and sufficient title and interest to the Premises and has full authority to enter into this Agreement.

16. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization, without approval or consent from Licensors. As to any other parties, any sale, assignment or transfer must be with the written consent of the Licensors, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

17. **Counterparts** – This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they 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.

18. **Waiver** – None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Licensee and Licensors. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be deemed a waiver of any subsequent breach.

19. **Severability** – If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

20. **Captions** – The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

21. **Extent of Agreement** – This Agreement, together with its attached exhibits and the authorizing ordinance, if any, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement.

22. **Authority** – The signer of this Agreement for the Licensee and the City hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the Licensee or the City respectively.

23. **Non-Waiver of Rights** – By entering this Agreement, neither Licensor nor Licensee has waived any rights either Party may have under applicable state and federal law pertaining to the provision of Communication Service or Licensee's access rights concerning the Rights-of-Way.

24. **Force Majeure** – In the event a Party's performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to a force majeure event beyond such Party's reasonable control, such inability to perform will be deemed to be excused and no penalties or sanctions will be imposed as a result thereof. For purposes of this subsection, "force majeure" means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party's reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party.

25. **No Partnership or Joint Venture** – The relationship between Licensor and Licensee is at all times solely that of licensor and licensee, not that of partners or joint venturers.

26. **Effect of Bankruptcy** – Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.

27. **Governing Law** – This Agreement is passed in accordance with the constitutions, statutes, ordinances, and regulations of the United States, the State of Texas, and the City of Grand Prairie in effect on the effective date of this Agreement, and as such local, state, and federal laws may be subsequently amended.

28. **Compliance with Local Ordinances** – Nothing in this Agreement shall be interpreted to limit the authority of the City to adopt, from time to time, ordinances, rules and regulations it may deem necessary in the exercise of City's governmental powers. Licensee shall abide by any laws of the City that do not conflict or are otherwise preempted by state or federal law.

29. **Enforcement of Local Regulations** – Licensor expressly reserves the right to enforce requirements for ministerial issuance of ROW Permits. It is understood and agreed that Licensee is responsible for obtaining all such permits necessary to install, maintain and operate its Communication Facility.

30. Jurisdiction and Venue – THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN DALLAS COUNTY IN WHICH THE CITY IS LOCATED. THEREFORE, IN THE EVENT ANY COURT ACTION IS BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT, THE COURTS OF SUCH COUNTY SHALL HAVE JURISDICTION OVER THE DISPUTE AND VENUE SHALL BE IN SUCH COUNTY.

31. No Waiver of Duties – Termination of this Agreement does not relieve either party from its obligations hereunder, including, without limitation (i) Licensee's obligation to pay the Annual License Fees accrued and owing to Licensors under the Agreement at the time of termination, or (ii) either party's obligation concerning any claim for damages against such party under this Agreement. Each party's rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. Either party may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by either party of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

32. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, to:

Licensors: _____

Licensee: Dallas MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Licensee Site Name: ARLINGTON10_SC (ANE-10) / ARLINGTON11_SC (ANE-11)
Licensee Site Number: Siterra Project Number: 9046620, 2475153; NAARU #: 5045562, 5045564

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

City of Grand Prairie

By: _____

Name: Tom Hart

Title: City Manager

Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

LICENSEE:

Dallas MTA, L.P. d/b/a Verizon Wireless

By: By Verizon Wireless Texas, LLC, Its General Partner

By: _____

Name: Kazi Ahmed

Title: Director – Network Field Engineering

Date: _____

ATTEST:

Witness

Licensee Site Name: ARLINGTON10_SC (ANE-10) / ARLINGTON11_SC (ANE-11)
Licensee Site Number: Siterra Project Number: 9046620, 2475153; NAARU #: 5045562, 5045564

Exhibit A

Premises

See attached.

Licensee Site Name: ARLINGTON10_SC (ANE-10) / ARLINGTON11_SC (ANE-11)
Licensee Site Number: Siterra Project Number: 9046620, 2475153; NAARU #: 5045562, 5045564

Exhibit B

Equipment

See attached.