



MASTER LICENSE AGREEMENT

between

PRINCE GEORGE'S COUNTY, MARYLAND

and

for

Small Wireless Facilities

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PRINCE GEORGE’S COUNTY, MARYLAND
MASTER LICENSE AGREEMENT
SMALL WIRELESS FACILITIES

This Master License Agreement for Small Wireless Facilities (the “Agreement”) is entered into this _____ day of _____, 20__ (the “Effective Date”) by and between Prince George’s County, Maryland, a body corporate and politic (the “County”), and _____, a _____ (“Licensee”), hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the County is the record owner of certain public rights-of-way within Prince George's County, Maryland; and

WHEREAS, Licensee desires to install, maintain and operate within the County’s public rights-of-way Small Wireless Facilities (defined below) for the purpose of transmitting and/or receiving radio frequency signals for wireless communication purposes; and

WHEREAS, the County, in effort to comply with all applicable laws and regulations and to ensure that its residents and business citizens benefit from reliable access to wireless communication services, is willing to grant Licensee a License (as defined below) for the right to access and use portions of the County’s public right-of-way for the construction, operation and maintenance of Small Wireless Facilities, including attaching Small Wireless Facilities to poles and structures located in County rights-of-way; and

WHEREAS, the County desires to ensure the overall interests of public health, safety, and welfare in granting a license to Licensee pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

As used in this Agreement, the terms listed below are defined as follows:

- 1.1. “Affiliate” means any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.
- 1.2. “Antenna” means an apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location pursuant to Federal Communications Commission authorization for the provision of wireless service and

any commingled information services. Such apparatus include, but are not limited to, directional antennas, such as panels, microwave dishes, satellite dishes, and omnidirectional antennas, such as whips.

- 1.3. “Antenna Equipment” means equipment, switches, wiring, cabling, power sources, shelters, shrouds, enclosures, or cabinets associated with an antenna, located at the same fixed location as the antenna, and, when co-located, is mounted or installed at the same time as such antenna.
- 1.4. “Antenna Facility” means an Antenna and associated Antenna Equipment.
- 1.5. “Co-location” means: (A) the mounting or installation of an antenna facility on a preexisting structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes, whether or not there is an existing facility on the tower, building, or structure, or (B) the modification of a preexisting structure for the purpose of mounting or installing an antenna on that structure.
- 1.6. “Construct” means to construct, install, erect, build, affix or otherwise place any fixed structure or object.
- 1.7. “Day” means a calendar day, unless otherwise specified.
- 1.8. “Department” means the Prince George's County Department of Permitting, Inspections and Enforcement.
- 1.9. “Design Manual” means the Design Manual for Small Wireless Facilities promulgated by the County. The Design Manual includes design standards including, but not limited to, the appearance, height, and size of Small Wireless Facilities.
- 1.10. “Director” means the Director of the Prince George's County Department of Permitting, Inspections and Enforcement.
- 1.11. “Emergency” means a condition that (A) poses a clear and immediate danger to life or health, or of a significant loss of property; or (B) requires immediate repair or replacement in order to restore service to a user.
- 1.12. “Facility” or “Facilities” means facilities, equipment and installations of any kind, including but not limited to any lines, pipes, irrigation systems, wires, cables, conduit facilities, ducts, poles, towers, vaults, pedestals, boxes, appliances, antennas, transmitters, gates, meters, appurtenances, or other equipment. A reference to a Facility refers both to the Facility considered as a whole and the individual elements of a Facility.
- 1.13. “FCC” means the Federal Communications Commission, its designee, or any successor governmental entity thereto.

- 1.14.** “Hazardous Substances” means those hazardous substances listed by the Environmental Protection Agency (“EPA”) in regularly released reports and any other substances incorporated into the State of Maryland’s list of hazardous substances, and all types of petroleum-related substances and their chemical constituents.
- 1.15.** “Install” or “Installation” means the placing of a Facility, whether initially or as part of the repair, modification, replacement, removal or expansion of an existing Facility, and includes any process by which a Facility is placed, including but not limited to attachment, construction, digging, excavation, placement, pulling and the like.
- 1.16.** “Laws” means any and all applicable federal, state and local statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other legal requirements as such Laws may be amended from time to time.
- 1.17.** “License” means a nonexclusive specific authorization granted pursuant to Subtitle 5A of the County Code to install, construct, operate, and maintain a Small Wireless Facility in the Public Right-of-Way to provide wireless communication services within all, or a specified area of, Prince George's County, Maryland. Any such authorization, in whatever form granted, shall not mean or include any general license or permit required for the privilege of transacting and carrying on a business within the County as required by the ordinances and laws of the County, or for attaching devices to poles or other structures, whether owned by the County or a private entity, or for excavating or performing other work in Public Right-of-Way.
- 1.18.** “Licensee’s Operations” means Licensee’s development, occupancy, use, and/or maintenance of the Permit Area.
- 1.19.** “Maintenance Permit” means a Permit issued by the Director that allows the occupation of the rights-of-way as well as the performance of maintenance and minor repair work within the Public Right-of-Way and establishes the conditions for such operation.
- 1.20.** “Maintenance Permit Renewal Fee” means the fee assessed to Licensee for the first and subsequent annual renewals of the Maintenance Permit.
- 1.21.** “Permit” means an official document or certificate issued by the Director or his duly authorized agent, authorizing performance of construction of a specified Facility within a specified time, together with all supporting documents, agreements, conditions, plans, and specifications.
- 1.22.** “Permit Area” means various Sites licensed to Licensee pursuant to this Agreement and more particularly described in Appendix A.
- 1.23.** “Permitted Site” means a Site for which a Small Wireless Facility Permit has been

issued.

- 1.24. "Person" means any natural or corporate person, business association or business entity including, but not limited to, an individual, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.
- 1.25. "Pole" means a type of structure in the Public Right-of-Way that is used in whole or in part for wireline communications, electric distribution, lighting, traffic control, signage, or similar function, or for co-location.
- 1.26. "Public Right-of-Way" means the surface and space above, on, beside and below any public highway, avenue, street, lane, alley, boulevard, concourse, driveway, bridge, tunnel, park, parkway, waterway, dock, bulkhead, wharf, pier, building, public easement, right-of-way, or any other public ground or water within the unincorporated area of the County or belonging to the County.
- 1.27. "Site" means a Pole or other structure in the Public Right-of-Way where a Small Wireless Facility and Antenna Equipment may be installed pursuant to this Agreement.
- 1.28. "Site License" means a specific authorization to install, construct, operate, and maintain a Small Wireless Facility at a specific Site in the Public Right-of-Way as evidenced by the issuance of a Permit.
- 1.29. "Small Wireless Facility" means a facility that meets each of the following conditions: (A) the facility: (i) is mounted on a structure 50 feet or less in height, including the antenna, or (ii) is mounted on a structure no more than 10 percent taller than other adjacent structures, or (iii) does not extend the existing structure on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater; (B) each antenna associated with the facility, excluding associated equipment, is no more than three cubic feet in volume; (C) all other wireless equipment associated with the structure, including the equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume; and (D) the facility does not result in human exposure to radio frequency (RF) radiation in excess of all applicable FCC safety standards.
- 1.30. "Small Wireless Facility Permit" means a Permit issued in accordance with Section 23 of the County Code that allows for placement of Small Wireless Facilities in the Public Right-of-Way.

2. LICENSE.

Subject to the terms and conditions contained in this Agreement and in the Permit relating to a particular Site, the County hereby licenses to Licensee, on a non-exclusive basis, the right to access the Public Right-of-Way to Install and operate Small Wireless Facilities on Sites therein. Upon issuance of a Permit by the Director with respect to a particular Site, the terms and conditions of said Permit shall be automatically incorporated by reference, and

without the need for amendment, into this Agreement as part of Appendix A and shall act as a separate and independent license to occupy each Site. This Agreement shall supplement and set forth the terms applicable to each of the independent Permits that are not specifically set forth in said Permits. Each individual Site licensed to Licensee shall be exclusively for Licensee's installation of a Small Wireless Facility and necessary Antenna Equipment. The rights granted under this Agreement are revocable as stated in Section 36 of this Agreement. Any and all rights expressly granted to Licensee under this Agreement, which shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of the County under applicable laws to use any and all parts of the Public Right-of-Way exclusively or concurrently with other licensees and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Right-of-Way.

3. PERMIT REQUIRED.

- 3.1. Licensee shall not place, install or store a Small Wireless Facility or any Antenna Equipment in the Public Right-of-Way without first obtaining all necessary Permits and approvals, including any approvals required by any applicable third parties, including, but not limited to, utilities. Licensee agrees to begin the process of obtaining from the County and outside agencies all approvals necessary to Install a Small Wireless Facility at a proposed Site immediately after the effective date of each Permit.
- 3.2. Installation of a Site shall not begin until after all necessary Permits and approvals are obtained and, where required by the County, after a preconstruction meeting is held between the appropriate representatives of Licensee and the County.
- 3.3. If Licensee does not diligently exercise any right granted pursuant to an applicable Small Wireless Facility Permit within one hundred twenty (120) days of the effective date of such Small Wireless Facility Permit (unless such time period is extended in accordance with Subtitle 23 of the County Code), the County may, but shall have no obligation to, use the Site for its own needs or make the Site available to other entities, or for other purposes. If the Small Wireless Facility is not used for its intended use within twelve (12) months from the date of Permit issuance, the Department may declare the Site to be abandoned in accordance with Section 8 of this Agreement.

4. PERMITTED USE.

- 4.1. Licensee shall at all times exercise the permission herein given in such a manner as will not unreasonably interfere with the full use and enjoyment of the Public Right-of-Way by the County.
- 4.2. Licensee shall use the Permit Area solely for the purposes, with proper Permits and approvals obtained, of installing, constructing, modifying, operating, maintaining, and removing, all at Licensee's sole cost and expense, Small Wireless Facilities (the "Permitted Use").

- 4.3. A Site may be used by Licensee only for the purpose of providing wireless telecommunications services, including transmission and reception of radio communications signals, and the construction, operation, and maintenance of related wireless telecommunications facilities.
- 4.4. No Grant of Specific Authority. Nothing in this Agreement shall be construed as granting to Licensee the authority to install Small Wireless Facilities at a particular location within the Public Right-of-Way. Specific authority shall be obtained from the Department through the issuance of a Permit.
- 4.5. This Agreement does not confer any right to install Small Wireless Facilities upon privately owned poles or structures.
- 4.6. This Agreement does not constitute a conveyance of real property.
- 4.7. This Agreement is not an authorization or a license agreement to do business in the County or the State of Maryland. Separate and apart from this Agreement, Licensee must obtain a business license and/or register, as well as obtain all applicable authorizations from the federal government and State of Maryland in order to operate a Small Wireless Facilities within the County.
- 4.8. Licensee shall not operate the Antenna Equipment or use the Permit Area for activities other than those contemplated within this Agreement without County's prior written consent, which consent shall be in County's sole discretion.
- 4.9. Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition against the County entering into agreements with other parties regarding the use of Sites or other facilities or the County issuing Permits for the use of Public Right-of-Way.

5. FEES.

- 5.1. In exchange for the right(s) of use granted pursuant to this Agreement for the installation, occupancy and operation of Small Wireless Facilities in the Public Right-of-Way, Licensee agrees to pay any applicable fees and charges in the amounts set forth in the Table of Fees published by the Director. All fees paid to the County pursuant to this Agreement are nonrefundable.
- 5.2. The Small Wireless Facility Permit Fee shall be paid in advance of the issuance of a Small Wireless Permit as required by applicable County law.
- 5.3. The Maintenance Permit Renewal Fee for each Permitted Site shall be due at the time of each annual renewal of the Maintenance Permit. The Maintenance Permit Renewal Fee shall be paid to the Department and shall be calculated based on (1) the total number of Permitted Sites as of the renewal date and (2) the qualifying maintenance work that has been performed by Licensee in the Public Right-of-Way during the previous year.

6. TERM OF MASTER LICENSE AGREEMENT.

- 6.1. This Agreement shall be effective as of the Effective Date and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of seven (7) years (the “Master License Initial Term”) or until the expiration of the Initial Site License Term (as defined below) or Renewal Site License Term (as defined below), as applicable, of the last Site License granted pursuant hereto, whichever occurs last.
- 6.2. The Parties shall have an option to extend the term of this Agreement for one (1) additional three (3) year term (the “Master License Renewal Term”), which may be exercised as follows: no less than six (6) months prior to the expiration of the Master License Initial Term, Licensee may request in writing to extend the term for an additional three (3) years. The County may grant such extension in its sole discretion. A grant of an extension of the term of this Agreement shall not extend the term(s) of any Site License(s) entered into pursuant hereto.
- 6.3. The Master License Initial Term and any Master License Renewal Term are collectively referred to herein as the Term.

7. TERM OF SITE LICENSES.

- 7.1. The term of each Site License shall be effective upon the date of issuance of the applicable Permit and shall continue in effect for a term of seven (7) years (each an “Initial Site License Term”).
- 7.2. The Parties shall have an option to extend the term of any Site License granted pursuant hereto for one (1) additional three (3) year term (each a “Site License Renewal Term”), which may be exercised as follows: no later than six (6) months prior to the expiration of an Initial Site License Term, Licensee may request in writing to extend the term for an additional three (3) years. The County may grant such extension in its sole discretion.
- 7.3. If, at any time during the term of the applicable Site License, it becomes commercially inadvisable in Licensee's business judgment for Licensee to utilize a Site, or if any required certificate, Permit, license or approval is denied, canceled, or otherwise terminated so that Licensee is unable to use the Site for its intended purpose, Licensee may terminate the applicable Site License by notice to the County in writing and in accordance with Section 8 of this Agreement.

8. TERMINATION OR ABANDONMENT OF A SMALL WIRELESS FACILITY.

- 8.1. Licensee shall notify the County, in writing, upon terminating operation of any Small Wireless Facility, or of any such Small Wireless Facility becoming otherwise inactive, except as the result of an Emergency. Within thirty (30) days of terminating operation, Licensee shall remove its Small Wireless Facility and any structure at or associated with the Site that was newly constructed to support the Small Wireless Facility.

- 8.2. If the County determines that any Small Wireless Facility has been inoperative for twelve (12) consecutive months, the County may deem the Small Wireless Facility to be abandoned. The County shall have the authority to remove any abandoned Small Wireless Facility at Licensee's sole expense.
- 8.3. Upon a determination of abandonment, the County shall send Licensee written notice of the determination. The notice shall be delivered in the manner set forth in the Notices provision of this Agreement.
- 8.4. Within thirty (30) days of the date of the County's issuance of the notice, Licensee may respond in writing to (1) refute the County's determination of abandonment by offering evidence that the Small Wireless Facility remains operative; and (2) request that the Small Wireless Facility be allowed to remain.
- 8.5. Within thirty (30) days of such response, the County will make a final determination. In the event the County receives no response from Licensee within thirty (30) days of the County's issuance of the notice, the Small Wireless Facility shall be deemed abandoned and shall be removed by the County at Licensee's sole expense.

9. TERMINATION AND SURRENDER OF SITES.

- 9.1. Regardless of the manner or duration of use or occupancy of a Site and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this Agreement may be terminated at any time for any reason or no reason at all at the sole discretion of the County by giving Licensee one hundred twenty (120) days' prior written notice of termination.
- 9.2. Notwithstanding the foregoing, in the event of any failure or refusal on the part of Licensee to keep or perform any of the terms, conditions, provisions, or covenants herein, the County may terminate this Agreement upon sixty (60) days prior written notice.
- 9.3. If the County exercises its right to terminate this Agreement pursuant to this Section, the County shall provide Licensee written notice of the termination and Licensee shall immediately cease Licensee's Operations and remove Licensee's improvements and personal property from the Permit Area pursuant to this Agreement. All notices of termination shall be given by delivering the same to Licensee's notice address as set forth in the Notices provisions of this Agreement.
- 9.4. Failure by the County to terminate this Agreement for noncompliance of the terms and conditions by Licensee shall not constitute a waiver of the terms or conditions.
- 9.5. Licensee may terminate this Agreement upon giving ninety (90) days' written notice to the County.

- 9.6.** In addition to the obligations imposed on Licensee elsewhere in this Agreement, and upon termination of this Agreement or a Site License issued pursuant hereto for whatever reason, the Licensee shall be responsible for the following to the extent any of which is caused by or introduced onto the Permit Area by the Licensee or by anyone acting on its behalf: All cleanup or other costs and expenses including but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under any Law or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any Hazardous Substance on, under, or about the Permit Area, as now or may at any later time be in effect, including without limitation Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USGS §§9601 *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 USGS §§6.901 *et seq.*; the Clean Water Act, also known as the Federal Water Pollution Control Act, 33 USGS §§1251 *et seq.*; the Toxic Substances Control Act, 15 USGS §§2601 *et seq.*; the Hazardous Materials Transportation Act, 49 USGS §§1801 *et seq.*; the Insecticide, Fungicide, Rodenticide Act, 7 USCS §§136 *et seq.*; the Superfund Amendments and Reauthorization Act, 42 USCS §§6901 *et seq.*; the Clean Air Act, 42 USCS §§7401 *et seq.*; the Safe Drinking Water Act, 42 USCS §§300f *et seq.*; the Solid Waste Disposal Act, 42 USGS §§6901 *et seq.*; the Surface Mining Control and Reclamation Act, 30 USCS §§1201 *et seq.*; the Emergency Planning and Community Right to Know Act, 42 USCS §§11001 *et seq.*; the Occupational Safety and Health Act, 29 USCS §§651 *et seq.*; together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Permit Area, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the County and any governmental body having jurisdiction there over.
- 9.7.** Upon termination of this Agreement or any Site License issued pursuant hereto, Licensee shall surrender the affected Site(s) in a neat, clean and orderly condition. Licensee shall complete the restoration of the Site(s) to its/their original condition or better prior to termination of this Agreement. Restoration of the Site(s) shall include, but not be limited to, removal of all of the Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by the County. No later than sixty (60) days prior to the expiration of this Agreement or any Site License issued pursuant hereto, Licensee shall contact the Department to make arrangements for a field inspection of Licensee's improvements on the Site(s) in order to determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of the County.
- 9.8.** Upon any termination of this Agreement or any Site License issued pursuant hereto, the County will conduct an inspection of said Site(s) to determine if restoration has been completed by Licensee. If the County determines that restoration has not been

completed upon expiration or termination of this Agreement, the County may restore said Site(s) entirely at the risk and expense of the Licensee. The cost of said restoration by the County shall be paid by Licensee within thirty (30) days of Licensee's receipt of an invoice from the County.

10. HOLDING OVER.

Any holding over by Licensee after expiration or termination of a Site License shall not be considered as a renewal or extension of any Site License or this Agreement. All terms and conditions of this Agreement and the Site Licenses shall continue in full force and effect after expiration or termination.

11. INSURANCE.

11.1. Licensee shall not begin any work on any portion of the Permit Area until it has (a) provided to the County insurance certificates reflecting evidence of all insurance required and identified in Appendix B and (b) confirmed to the County in writing that all insurance coverage and policies contain the specific provisions required in, and are in full compliance with, Appendix B. Notwithstanding the foregoing, the County reserves the right to request, and Licensee shall submit, copies of any policy upon reasonable request by the County.

11.2. Licensee's liabilities, including, but not limited to, Licensee's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein.

11.3. Maintenance of specified insurance coverage is a material element of this Agreement and Licensee's failure to maintain or renew coverage or to provide evidence of renewal during the Term may be treated as a material breach of contract by the County. Licensee shall not modify any policy or endorsement thereto that would increase the County's exposure to loss and/or that would lower the insurance requirements set forth herein.

11.4. In the event Licensee is required to provide copies of insurance policies under this Agreement, the County will provide Licensee with prompt written notice of such requirement and will make reasonable protective arrangements for confidential and proprietary information contained in said policies to the extent allowed by applicable law.

12. LICENSEE'S RISK.

Licensee shall bear all risks and liability arising out of or in any manner directly or indirectly connected with Licensee's Operations and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby, except to the extent arising from the gross negligence or willful misconduct of the County or anyone acting on the County's behalf.

13. ACCEPTANCE OF PERMIT AREA.

Licensee represents and warrants that Licensee has independently inspected each Permitted

Site and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Site(s) and their suitability for the Permitted Use. Licensee acknowledges and agrees that Licensee is not relying on any representation by the County as to the condition of the Site(s), Poles or Permit Area or their suitability for the Permitted Use and Licensee agrees that Licensee is relying solely on its independent inspections, tests, investigations, and observations in entering into this Agreement. Licensee acknowledges that it accepts the Permit Area in its as-is condition, that the County has performed all work with respect to the Permit Area that is necessary and/or required by this Agreement, a Site License, and/or any Permit, and that Licensee shall not hold the County responsible for any defects, whether apparent or latent, in the Permit Area. Licensee accepts and assumes all risk of harm to all persons and property, including without limitation, Licensee's employees, from any defects within the Permit Area, and shall be solely responsible therefor. Licensee has been given the opportunity to investigate the Permit Area for the presence of any Hazardous Substances, including, without limitation, the opportunity to perform soil borings and other tests. Licensee shall notify the County if Licensee's investigations indicate the presence of any Hazardous Substances in the Permit Area. Licensee waives any claims against the County which may result from the presence of Hazardous Substances in the Permit Area

14. DEVELOPMENT OF SITES AND MODIFICATION OF PERMIT AREA.

14.1. Prior to the execution of this Agreement, and at any time during the Term of this Agreement that Licensee desires to add a Small Wireless Facility to the Public Right-of-Way, Licensee shall obtain all required approvals and Permits. All Installations, operation, and maintenance of Licensee's Small Wireless Facilities shall adhere to all provisions of the County Code, the Design Manual, and any applicable County regulations.

14.2. Licensee's Small Wireless Facilities may not obstruct, impede or hinder the usual travel or public safety of pedestrians or vehicles on or in the Public Right-of-Way, and may not obstruct the legal use of the Public Right-of-Way by lawfully present utility providers.

14.3. Required Notices to County Regarding Installation and Provisioning of Sites

14.3.1. Within fourteen (14) days of the completion of the installation of a Permitted Site, Licensee shall notify the Department in writing that the Permitted Site is installed.

14.3.2. Within five (5) days of the provisioning of a Permitted Site, which shall be defined as the later of the delivery of power and backhaul components necessary for the operation of the Small Wireless Facility, Licensee shall provide the Department with the testing documentation that is required by Section 19 of this Agreement.

14.4. Licensee shall not Install any Facilities in the Permit Area unless and until this Agreement has been executed (or if applicable, amended). Licensee shall Install Small Wireless Facilities in each Permitted Site in the Permit Area in accordance with the Design Manual and any modifications authorized for the specific Permitted Site(s).

- 14.5. In the case of a Small Wireless Facility to be attached to a privately-owned Pole, Licensee shall provide, as part of its permit application, documentation demonstrating to the satisfaction of the Department that Licensee possesses authorization from the Pole owner to attach to such Pole. To the extent Licensee seeks to attach to County owned poles, Licensee shall obtain authorization from the County under applicable County law and regulations.
- 14.6. Licensee shall be responsible for the completion of any make-ready work required for the Installation or mounting of a Small Wireless Facility. In the event that make-ready work involves requirements imposed by a third-party, such as a utility provider, Licensee shall be responsible for making any necessary arrangements to have such work performed.
- 14.7. Licensee shall use good faith efforts to achieve the maximum participation of County-based small business, County-based business, County-based minority business enterprises, minority business enterprises, and disadvantaged-owned businesses in the performance of work pursuant to this Agreement.
- 14.8. Licensee shall maintain, in a form reasonably acceptable to the County, a current map and lists of all Small Wireless Facilities it installs pursuant to this Agreement. This map shall be available to the County via a shapefile, PDF or other format reasonably acceptable to both parties. Licensee shall provide the County with on-demand access to the map and as-built records required by this provision.

15. IMPROVEMENTS AND ALTERATIONS.

- 15.1. Licensee shall not construct any improvements, structures, or installations in the Permit Area, make any alterations to the Permit Area (with the exception of necessary maintenance activities, repairs, and/or replacement of existing Antenna Equipment with Antenna Equipment of like kind, size, and weight), or make any structural or architectural design alterations to approved improvements, structures, or installations in the Permit Area absent the issuance of an applicable Permit. The County shall not be obligated by this Agreement to make, or assume any expense for, any improvements or alterations.

15.2. Modification of Antenna Equipment

- 15.2.1. The following modifications to Antenna Equipment will not require the issuance of a new Small Wireless Facility Permit so long as Licensee maintains a valid Maintenance Permit: routine maintenance, repairs, or replacement of existing Antenna Equipment with Antenna Equipment of like kind, number, size, and weight. Licensee must provide written notice of any such modifications to be incorporated into Appendix A of this Agreement.

- 15.2.2. Any other alterations, additions or improvements to the Antenna Equipment are

subject to the following requirements: (1) Licensee must obtain the necessary approvals, Permits, and recommendation as required by Section 5A of the Prince George's County Code; (2) the alterations, additions or improvements shall not damage or interfere with any adjacent improvements in the Permit Area; and (3) the alterations, additions or improvements must comply with the Design Manual.

- 15.3. Nothing in this Section shall be construed to eliminate Licensee's obligation to obtain development related Permits and approvals for any alterations to the Antenna Equipment that may be required by the Department or any other governmental agency.
- 15.4. Information to Permitting Authorities. In obtaining any required Permits for improvements, structures, installations, and/or alterations at a Site, Licensee shall inform permitting authorities, in writing, that the Site is located in the Public Right-of-Way.
- 15.5. Repair and Restoration. Nothing in this section shall relieve Licensee of any obligation under this Agreement to maintain the Permit Area in a decent, safe, healthy, and sanitary condition.

16. EMERGENCY.

- 16.1. Upon execution of this Agreement, Licensee shall provide the County with written shutdown procedures, contact names, and telephone numbers as indicated in Appendix C hereof. Licensee shall notify the County, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten (10) days prior to implementing such a change.
- 16.2. In the event of an emergency, the County, through its employees, agents, or contractors, may immediately disable the Antenna Equipment. The County will make every practicable effort to coordinate with and provide note to Licensee.
- 16.3. In the event of an Emergency that requires Licensee to perform emergency modification or alteration of a Small Wireless Facility, Licensee shall acquire any necessary Permits or approval to cover the emergency work performed. If the circumstances of the emergency necessitate that Licensee perform the work without obtaining the necessary Permits and approvals required by this Agreement and/or any applicable law, Licensee shall advise the County in writing of the emergency work performed or the action taken as soon as practicable thereafter and not later than two (2) business days after having taken such action. Additionally, Licensee shall take immediate steps to retroactively obtain any necessary Permits and approvals.

17. COMPLIANCE WITH LAWS AND POLICIES.

- 17.1. General. Licensee's Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of the County, state, and federal governments, at Licensee's sole cost and expense. Upon receipt of the same, Licensee shall comply with any and all notices issued by the County under the authority of all laws, statutes,

ordinances, or regulations.

17.2. Nondiscrimination/Equal Opportunity. Licensee shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or disability in Licensee's Operations.

17.3. Americans with Disabilities Act. Licensee's Small Wireless Facilities may not be installed or operated in a manner that violates the Americans with Disabilities Act.

18. WATER QUALITY ASSURANCES.

The County and Licensee are committed to the implementation of controls (best management practices, or BMPs) to manage activities in the Permit Area in a manner which aids in the protection of the County's precious water resources. In the conduct of its activities under this Agreement, it is Licensee's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of federal, state and local laws.

19. TELECOMMUNICATIONS PROVISIONS.

19.1. Entire Installation. Licensee warrants that the contents of Appendix A constitute the entire installation at each Permitted Site within the Permit Area. Licensee shall update Appendix A from time to time as any changes to the Antenna Equipment are made, or within thirty (30) days after County's demand for such an update. Except as otherwise provided under this Agreement, no changes to the Antenna Equipment that alter the Permitted Site in a manner that exceeds the scope of a Permit as denoted in Appendix A shall be made without first obtaining any necessary approvals and Permits required by Subtitles 5A and 23 of the Prince George's County Code including, but not limited to, seeking a new Small Wireless Facility Permit.

19.2. Radio Frequency Radiation.

19.2.1. Licensee's Small Wireless Facilities and related equipment must comply with FCC safety rules, regulations, and standards for exposure to radio frequency ("RF") radiation.

19.2.2. Any portion of the Permit Area casually accessible by the general public or by any worker at ground level shall be maintained below limits stated for General Population/Uncontrolled Exposure, as that term is defined by the FCC. Licensee shall report to the County any portion of the Permit Area discovered by Licensee to exceed these federally mandated limits.

19.2.3. Licensee shall defend and hold the County harmless for any liabilities, fines or other penalties claimed or imposed against the County that result from the existence of levels of radiation in excess and/or in violation of applicable FCC regulations that are caused in whole or in part, or contributed to, by Licensee's Operations.

- 19.2.4.** At times, the County may require that Licensee shut down RF radiation emissions on Antenna Equipment installed within the Permit Area to allow the County, its agents, or contractors to perform maintenance on County-owned structures or elsewhere within the Public Right-of-Way. Licensee shall allow shutdown periods when required for this maintenance, provided the County shall use reasonable efforts to ensure that these periods do not occur during peak hours of operation.
- 19.2.5.** Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, Antenna Equipment, or any other maintenance work is a primary concern. Any areas in which these employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified.
- 19.2.6.** Once an Installation is complete, the Licensee shall perform an on-air test at Licensee's own expense and shall provide a written certification from a licensed professional engineer that its Antenna Equipment is operating within federally mandated limits. After the initial test, the Licensee shall perform an on-air test at Licensee's own expense and provide a written certification of compliance from a licensed professional engineer within fifteen days of the County requesting such a test.
- 19.3. Radio Frequency Interference.** Licensee agrees to operate all Antenna Equipment Installation, modifications, operation, and maintenance in a manner that will not result in degraded performance or RF interference to any existing authorized uses within the Permit Area. As relates to Licensee's equipment that emits RF, and in the course of Licensee's use of the Permit Area and the Public Right-of-Way, Licensee is under a duty and obligation to protect against RF interference to the RF signals of the County and other parties lawfully present in the Public Right-of-Way. Licensee shall endeavor to correct any interference to other networks caused by its RF emissions promptly and shall coordinate and cooperate with the County and other parties lawfully present in the Public Right-of-Way relating to the same.
- 19.4. Industry Standards.** Licensee shall perform all Antenna Equipment Installations, modifications, operation, and maintenance in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, installations on County property shall comply with the following supplemental requirements:
- 19.4.1.** Licensee shall remove all of its trash and debris from the Permit Area at the end of each workday and on completion of each project; and
- 19.4.2.** All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the

receive signal to any other user within the Permit Area.

19.5. Collocation. Licensee shall not access any Facility that is not owned or operated by Licensee (including any towers) within the Permit Area without the written consent of the Facility's owner.

19.6. Interference with County Operations or Public Use. Licensee's Operations shall not unreasonably interfere with County operations or public use of County-owned property.

20. REPORTING.

At any time during the Term of this Agreement, upon demand by the County, Licensee must submit a report, obtained at Licensee's own expense and signed by a third-party licensed professional engineer, that certifies that: (i) the facility is in working order; (ii) the facility is in operation; and (iii) the facility is compliant with FCC safety rules, regulations, and standards related to RF radiation.

21. WASTE, DAMAGE, OR DESTRUCTION.

21.1. Licensee shall keep the Permit Area clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to the County. Licensee shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with the Permitted Use.

21.2. In the event Licensee's actions cause damage to the Public Right-of-Way, any objects located within the Public Right-of-Way, and/or the property of any third party located within the Public Right-of-Way, Licensee shall be responsible for any necessary repairs at the Licensee's sole expense.

21.3. Licensee must replace or modify its Small Wireless Facility(ies) in the event the County determines that replacement or modification is necessary for compliance with building and safety codes.

21.4. Licensee shall immediately give notice to the County of any fire or any other damage that occurs on or within the Permit Area that occurs either during or after the completion of construction of approved improvements. If any portion of the Permit Area is damaged by any cause that puts any portion of the Permit Area into a condition that is not decent, safe, healthy, and sanitary, Licensee shall make, or cause to be made, full repair of the damage and restore the Permit Area to the condition which existed prior to the damage; or, at the County's option, Licensee shall clear and remove from the Permit Area all debris resulting from the damage and restore the Permit Area in accordance with plans and specifications previously submitted to and approved by the County, in writing, in order to replace in kind and scope the operation that existed prior to the damage.

21.4.1. Licensee shall commence preliminary steps toward performing repairs and/or restoration of the Permit Area as soon as practicable, but no later than ten (10) days after the occurrence of the fire or damage and shall complete the required repairs

and/or restoration of the Permit Area within sixty (60) days after such occurrence.

21.4.2. In the event that Licensee's ability to complete the repairs and/or restoration will exceed sixty (60) days due to factors outside of Licensee's immediate control, such as actions or requirements of a third-party, Licensee shall notify the County in writing and shall obtain the County's consent to any extension of time that may be necessary. Failure to timely repair damage to the Site and/or Permit Area will be considered a default under this Agreement.

22. HAZARDOUS MATERIALS.

- 22.1.** Licensee shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Permit Area by any of Licensee's officers, employees, agents, contractors, invitees and guests. Licensee and Licensee's officers, employees, agents, contractors, invitees and guests shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without the County's prior written consent. Notwithstanding the foregoing, Licensee shall be permitted to install and use cables, electronics, backup batteries, common cleaning supplies, and other materials commonly used in the provision of telecommunications services without further consent, provided it does so in accordance with applicable law. Licensee shall, prior to initiating any operations, obtain all required Permits from applicable regulatory agencies, including without limitation the County's Department of Environment and local fire agencies. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device that holds or incorporates a Hazardous Substance or hazardous waste.
- 22.2.** Release. For all purposes of this Agreement, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 22.3.** Remediation. If Licensee's occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, Licensee shall pay all costs of remediation and removal to the County's satisfaction, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 22.4.** Removal. If Licensee or Licensee's officers, employees, agents, contractors, invitees and guests have received approval and Permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, Licensee shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Agreement. The County reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit Area. Licensee shall be responsible for any and all costs incurred by the County to

remove any container, equipment or device requiring disposal or removal as required by this provision.

- 22.5. Indemnity.** Licensee shall protect, defend, indemnify, and hold the County harmless from and against any and all claims, costs, and expenses related to environmental liabilities resulting from Licensee's occupancy, use, development, maintenance, or restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary County response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Licensee's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies. Notwithstanding the foregoing or any other provision in this Agreement, Licensee shall not be liable or responsible for any environmental condition, including the release of Hazardous Substances, that existed before the commencement of Licensee's activities under this Agreement, or that otherwise does not result from the activities of Licensee.
- 22.6. Notice of Release.** If Licensee knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath any portion of the Permit Area, Licensee shall immediately notify the County and any appropriate regulatory or reporting agency pursuant to applicable laws or regulations. Licensee shall deliver a written report thereof to the County within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If Licensee knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, Licensee shall take all actions necessary to alleviate the danger. Licensee shall immediately notify the County in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.
- 22.7. Environmental Assessment.** Upon reasonable cause to believe that Licensee's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from or beneath any portion of the Permit Area, the County may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of Maryland. The environmental assessment shall be obtained at Licensee's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by Licensee's occupancy, use, development, maintenance, or restoration of any affected portion of the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by the County, state or federal laws, statutes, ordinances or regulations, or require future restrictions of use of the Permit Area, and if the presence of Hazardous Substances did not exist before the commencement of Licensee's activities under this Agreement, then the environmental assessment shall include (a) a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted use and in compliance with those laws

or statutes, and (b) estimates of the cost of such remediation or removal. Licensee shall cause, or if Licensee fails to do so within a reasonable period of time, as determined by County in its sole discretion, then County may cause, the remediation and/or removal recommended in the environmental assessment necessary to achieve compliance with environmental laws and regulations, and Licensee shall pay all costs and expenses therefor.

23. SIGNS.

- 23.1.** Licensee shall only post signs in the Permit Area that are required by federal, state, or local regulations, including, without limitation, safety signs required by the Occupational Safety and Health Administration, Federal Aviation Administration, Maryland Public Utility Commission and/or the FCC, or that are required by this Agreement.
- 23.2.** Licensee shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising within the Permit Area without the County's prior written consent, which consent shall be in the County's sole discretion. If any such unauthorized item is found within the Permit Area, Licensee shall remove the item, at Licensee's sole cost and expense, upon forty-eight (48) hours' notice by the County, or the County, acting through its employees, agents, or contractors, may then enter the Permit Area and remove the item at Licensee's sole cost and expense.
- 23.3.** Licensee shall post a clearly marked sign at each Site within the Permit Area indicating Licensee's name and emergency telephone number.

24. MAINTENANCE OF PERMIT AREA.

24.1. Licensee shall, at its sole cost and expense, continuously maintain the Permit Area throughout the Term. In doing so, Licensee shall, at its sole cost and expense, make all repairs, restoration, and replacements (including structural repairs and restoration of damaged, vandalized or worn improvements) necessary to maintain and preserve the Permit Area in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be completed to the satisfaction of County and in compliance with all applicable codes and standards of County, state, and federal agencies.

24.2. County Maintenance.

24.2.1. Routine Maintenance. The County, acting through its employees, agents, or contractors, reserves the right to perform any needed routine maintenance within the Permit Area at any time without providing notice to Licensee, including, but not limited to, the replacement of light bulbs on Poles.

24.2.2. Non-Routine Maintenance. In the event the County must perform non-routine

maintenance that involves the replacement of a Pole that contains Licensee's Antenna Equipment, the County shall give forty-five (45) days advance notice to Licensee so that Licensee may remove its Antenna Equipment prior to the replacement of the Pole. In the event of any other County-performed non-routine maintenance that does not involve the replacement of a Pole, the County shall provide Licensee with at least forty-eight (48) hours' notice prior to commencing the work. Licensee shall comply with all applicable safety requirements issued by the County to ensure the safety of County employees, agents, or contractors performing such maintenance within the Permit Area.

24.2.3. Emergency Maintenance. Notwithstanding the above, in the event of an Emergency, no prior notice by the County shall be required. However, the County shall give Licensee notice as soon as reasonably possible thereafter.

24.3. Maintenance Procedures for Parties. The Parties shall comply with the emergency maintenance procedures set forth in Appendix C, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers. Licensee shall provide and install an emergency shut-off switch which will terminate electrical service to Licensee's equipment, with the switch to be used only as set forth in Appendix C.

25. CESSATION OF EMISSIONS.

Each of Licensee's Small Wireless Facilities must have a feature allowing the immediate cessation of RF emissions. Licensee shall provide the County with access to the feature to permit County employees, agents, or contractors to perform any required work in proximity to its Small Wireless Facilities.

26. ENTRY AND INSPECTION.

26.1. The County may, at any time, enter the Permit Area for the purpose of viewing and ascertaining the condition of the Permit Area, or to protect the County's interest in the Permit Area, or to inspect the operations conducted within the Permit Area.

26.2. If the County's entry or inspection discloses that any portion of the Permit Area is not in a decent, safe, healthy, and sanitary condition, the County may, after fourteen (14) days written notice to Licensee, have any necessary maintenance work done in order to keep the Permit Area in a decent, safe, healthy, and sanitary condition, all at Licensee's sole cost and expense, and Licensee shall promptly pay any and all costs incurred by the County in having the necessary maintenance work done.

26.3. If at any time the County determines that any portion of the Permit Area is not in a decent, safe, healthy, and sanitary condition, the County may, in its sole discretion, without additional notice, require Licensee to file with the County a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in the County's opinion, to correct the unsatisfactory condition. Licensee shall pay all costs associated with the bond. The rights reserved in this Section shall not create any obligation on

the County or increase the County's obligations elsewhere in this Agreement.

27. UTILITIES.

Licensee shall order, obtain, and pay for all utilities, including installation and service charges, in connection with Licensee's Operations. All utilities shall be installed underground unless such existing utilities are aerial and shall be installed in a manner not to conflict with other utilities.

28. TAXES.

Licensee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Licensee or the Permit Area, including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Licensee, or levied by reason of Licensee's Operations, including any licenses or Permits.

29. SUPERIOR INTERESTS.

This Agreement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, easements, and Rights-of-Way pertaining to the Permit Area, whether or not of record. Licensee shall obtain all licenses, Permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow Licensee's use of the Permit Area, relative to any such superior interest. If Licensee's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting superior interest, Licensee shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

30. ENCUMBRANCES.

30.1. Licensee shall not permit any unpermitted or unauthorized encumbrance in the Permit Area. The County may, in its reasonable discretion, consent to such an encumbrance if exclusively related to Licensee's development of the Permit Area. If an encumbrance is placed on any portion of the Permit Area, Licensee shall diligently seek and obtain, at its sole cost and expense, the removal of the encumbrance as soon as possible upon completion of the development, if the encumbrance was authorized by the County, or, if unauthorized, immediately upon the County's demand.

30.2. Liens. Licensee shall, at all times, protect, defend, indemnify, and hold the County harmless from and against any and all claims for labor or materials in connection with Licensee's Operations, and all costs of defending against such claims, including, without limitation, reasonable attorneys' fees. If Licensee's Operations result in a lien or notice of lien being filed against any portion of the Permit Area, Licensee shall, within ten (10) days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to the County a bond, cash, or other security acceptable to the County in an amount sufficient to pay in full all claims of all persons seeking relief under the lien.

31. ASSIGNMENT AND SUBLICENSING.

31.1. Assignment. This Agreement shall not be assigned by Licensee without the express written consent of the County, which consent shall be in the County's sole discretion. Notwithstanding the foregoing, the transfer of the rights and obligations of Licensee to a parent, subsidiary, or other Affiliate of Licensee or to any successor in interest or entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the County, provided that Licensee reasonably demonstrates to the County's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of Licensee immediately prior to the transfer; (ii) any such transferee assumes all of Licensee's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with Licensee's management team, in the provision of telecommunications or similar services, evidence an ability to operate Licensee's network. Licensee shall give at least thirty (30) days prior written notice (the "Exempted Transfer Notice") to the County of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why Licensee believes the Exempted Transfer Criteria have been satisfied. The County shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that Licensee gives the County its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the County has received from Licensee any and all additional information the County may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the County gives Licensee notice in writing of the additional information the County requires within fifteen (15) days after the County's receipt of the original Exempted Transfer Notice. If the County fails to act upon Licensee's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the County that Licensee has in fact established compliance with the Exempted Transfer Criteria to the County's satisfaction.

31.2. Sublicensing. Licensee shall not sublicense, in whole or in part, the Site(s), or any right or appurtenant privilege to the Site(s), or attempt to transfer any other interest or right to use the Permit Area, in whole or in part, the Site(s) or any right or appurtenant privilege to the Site(s), without the County's prior written consent, which consent shall be in the County's sole discretion and shall require additional compensation.

31.3. Provisions Binding on Successors. Except as otherwise provided in this Agreement, all of the terms, covenants, and conditions of this Agreement shall apply to, benefit, and bind the successors and assigns of the respective Parties, jointly and individually.

32. OTHER GOVERNMENTAL ACTIONS.

32.1. By entering into this Agreement, the County is not obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Permit Area. Discretionary action includes, but is not limited to, rezonings, variances, environmental clearances, or any other governmental agency approvals that may be required for Licensee's Operations. Licensee shall diligently seek, at its sole cost and expense, all entitlements and actions from both the County and other governmental agencies with jurisdiction over the Permit Area, as may be necessary for Licensee's Operations.

33. DETERMINATION OF CHARGES.

Wherever this Agreement requires Licensee to pay for work done or contracted by the County, the charge for such work shall include all reasonable material, labor, engineering, administrative, and applicable overhead costs. The County shall bill for its services based upon actual costs.

34. COUNTY'S RESERVATION OF RIGHTS.

34.1. Resources. The County reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Permit Area.

34.2. Use. The County may grant and use easements or establish and use rights-of-way over, under, along, and across the Permit Area for utilities, thoroughfares, or access as the County deems advisable, in its sole discretion, for the public good.

35. REMOVAL OR RELOCATION OF FACILITIES.

35.1. Licensee shall, at its sole expense, remove or relocate its Small Wireless Facility(ies) and/or associated supports for the following reasons:

35.1.1. to accommodate any Federal, State, or County public work or improvement project, or

35.1.2. if the County determines that the removal or relocation is necessary to protect the public health, safety and welfare of County residents or property.

35.2. Upon receiving written notification from the County, Licensee shall remove or relocate the affected Small Wireless Facility(ies) within fifteen (15) days of the issuance of the County's notice, unless a different date is specified in the notice. If Licensee is unable to remove or relocate the affected Small Wireless Facility(ies) within the time specified, Licensee must promptly notify the County in writing and must secure the County's consent to an amended removal or relocation date. In the event that Licensee does not remove or relocate its Small Wireless Facility in the time specified, and does not secure the County's approval of an amended removal or relocation date, the County may proceed with removing the Small Wireless Facility at Licensee's expense and may recover costs pursuant to the provisions of this

Agreement.

35.3. Notwithstanding the foregoing, the County may initiate an immediate removal or relocation at Licensee's expense in the event of an Emergency or imminent danger to health, safety, or property. In the event of a County-initiated removal or relocation, the County will, to the extent practicable, provide advance notice to Licensee and an opportunity to coordinate said removal or relocation with Licensee. Licensee shall cooperate with the County and its contractors during any such relocation or any renovation, repair, or other alteration of the Permit Area.

35.4. In the event that the County requires Licensee to remove or relocate its Small Wireless Facility(ies) pursuant to this Section, the County warrants that every effort will be made to ensure continuous, uninterrupted communications and/or receiving capability during any such activity. Additionally, the County will make practicable efforts to work with Licensee to secure an alternative County-approved site for Licensee to operate temporary installed Antenna Equipment, which will be installed and maintained at Licensee's sole expense. If any relocation is not satisfactory to Licensee, then Licensee may, in its sole discretion, terminate this Agreement or the specific Permitted Site upon thirty (30) days' written notice to the County, without further obligation therefore.

36. REVOCATION.

This Agreement is not a lease; it is a license to use the County-owned property. As such, the Parties hereby acknowledge and agree that the County, as the licensor, may revoke this Agreement at will and at any time during the Term.

37. EVENTS OF DEFAULT.

The County may seek any redress, both legal and equitable, necessary in the event the Licensee fails to comply with any directive issued pursuant to the County Code, any regulations, this Agreement, or fails to remit any expense attributable to such acts or omissions. In addition to the foregoing, each of the following shall constitute an event of default under this Agreement:

37.1. Licensee's failure to make any payment required under this Agreement when due, if the failure continues for thirty (30) days following written notice of the failure by the County;

37.2. Licensee's breach of any of its obligations under this Agreement, other than those requiring payment to the County, and Licensee either:

37.2.1. fails to cure the breach within thirty (30) days following written notice from the County; or

37.2.2. if such breach is not curable within thirty (30) days following written notice from the County, fails to immediately commence to cure the breach and to diligently pursue the cure to completion.

37.3. Licensee voluntarily files any petition under any bankruptcy or insolvency act or law;

37.4. Licensee has involuntarily filed against it any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) days of filing;

37.5. Licensee is adjudicated a bankrupt;

37.6. Licensee makes a general assignment for the benefit of creditors; and

37.7. Licensee uses any portion of the Permit Area for any unauthorized purpose.

38. NO OBLIGATION.

The County shall not be obligated for any loss, financial or otherwise, which may be incurred by Licensee as a result of the County's revocation or Licensee's termination of this Agreement. Licensee expressly waives any claim for expense or loss which Licensee might incur as a result of the County's revocation or Licensee's termination of this Agreement.

39. CUMULATIVE REMEDIES.

The County's rights and remedies under this Agreement are cumulative and shall not limit or otherwise waive or deny any of its respective rights or remedies at law or in equity.

40. NO WAIVER.

The property constituting the Permit Area is publicly owned and held in trust for the benefit of the County's citizens. The County's failure to insist upon the strict performance of any of Licensee's obligations under this Agreement, in one or more instances, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The County's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in writing and executed by the County to constitute a valid and binding waiver. The County's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Agreement, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. The County's acceptance of any fee due under this Agreement shall not be a waiver of any default preceding such payment. The County's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but the County may, at any and all times, require the cure of the default.

41. PERFORMANCE BOND.

Licensee shall obtain and provide the County on a yearly basis proof of security in the form of one performance bond in an amount that is equal to \$5,000 (Five Thousand Dollars) per Site in the Permit Area, in favor of the County, to cover the cost to (a) dismantle or remove Licensee's improvements, trade fixtures, structures, installations, additions, and personal property, including machines, appliances, equipment ("Removal and Restoration Performance Bond") constructed, installed or erected by Licensee or Licensee's sublicensees, contractors, or subcontractors within the Permit Area, and/or (b) to restore the Public Right-of-Way to the condition which existed prior to the installation of Licensee's Facilities. The Removal and Restoration Performance Bond shall be for a term of one (1) year and shall be continuously renewed, extended or replaced so that it remains in place in the specified amount for the entire

Term of this Agreement or until Licensee's secured removal obligations are performed to the satisfaction of the County, whichever is sooner. In order to ensure continuous renewal of the Removal and Restoration Performance Bond with no lapse, the bond shall be extended or replaced at least one month in advance of its expiration date. Removal costs may, at the County's sole discretion, be reevaluated at the conclusion of the fifth (5th) year of the Term of this Agreement to ensure sufficient funds for removal. Licensee shall adjust the amount of the Removal and Restoration Performance Bond at the County's request. Failure to secure the Removal and Restoration Performance Bond and all renewals and extensions thereof shall constitute breaches of the Licensee under this Agreement.

42. NOTICES.

All notices, requests, reports, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) immediately upon receipt if hand-delivered in accordance with the notice provisions of this Agreement; (ii) on the day after delivery to a nationally recognized overnight courier service, or (iii) on the fifth day after mailing, if mailed to the party to whom such notice is to be given, by registered or certified U.S. mail, return receipt requested, and, in all cases, if prepaid and properly addressed as follows:

If to Licensee:

Maintenance contact phone # _____

Agreement Contact phone # _____

If to the County:

Maintenance contact phone # _____

Agreement Contact phone # _____

43. MISCELLANEOUS PROVISIONS.

- 43.1. Compliance. Licensee shall comply with the terms of this Agreement in all respects, and any violations of this Agreement shall be subject to fines, penalties and forfeiture of this Agreement as outlined herein.
- 43.2. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Maryland and Prince George's County.
- 43.3. Entire Understanding. This Agreement contains the entire understanding of the Parties. The County and Licensee agree that there is no other written or oral understanding between them with respect to Licensee's Operations. Each Party has relied on its own examination of the Permit Area, advice from its own attorneys, and the warranties, representations, and covenants within this Agreement itself. Each Party agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Agreement. The failure or refusal of any Party to read this Agreement or other documents, inspect the Permit Area, and obtain legal or other advice relevant to this transaction shall constitute a waiver of any objection, contention, or claim that might have been based on such actions.
- 43.4. Notwithstanding anything to the contrary contained in this Agreement, no provision contained herein shall be construed to mean that Licensee is paying a use fee for any ground space portion of the Public Right-of-Way.
- 43.5. No Affiliation. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or other affiliation between the Parties, or between the County and any other entity or party, or cause the County to be responsible in any way for the debts or obligations of Licensee or any other party or entity.
- 43.6. Joint and Several Liability. If Licensee is comprised of more than one legal entity, such entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of Licensee under this Agreement.
- 43.7. Unavoidable Delay. If the performance of any act required of the County or Licensee under this Agreement is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that Party shall be excused from performing that act for a period equal to the period of the prevention or delay. If the County or Licensee claims the existence of such a delay, the Party claiming the delay shall notify the other Party, in writing, of that fact within ten (10) days after the beginning of any such claimed delay.
- 43.8. County's Consent or Approval. Whenever required under this Agreement, the County's consent or approval shall mean the written consent or approval of the County's Chief Administrative Officer or designee, unless otherwise expressly

provided. The County's discretionary acts hereunder shall be made at the County's discretion, unless otherwise expressly provided; however, that consent shall not be unreasonably withheld, conditioned or delayed.

- 43.9. License Modifications. This Agreement shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties.
- 43.10. Survival. Any obligation under this Agreement that requires a Party's performance of that obligation after the expiration or earlier revocation or termination of this Agreement shall survive such expiration, revocation, or termination.
- 43.11. Number and Gender. In this Agreement, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 43.12. Maryland Public Information Act. The County shall determine, in its sole discretion, whether information provided to the County by Licensee pursuant to this Agreement is or is not a public record subject to disclosure under the Maryland Public Information Act ("MPIA"). Licensee shall hold the County, its elected officials, officers and employees harmless for the County's disclosure of any such information in response to a request for information under the MPIA.
- 43.13. Authority. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity shall provide the County with evidence, satisfactory to the County, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of Maryland.
- 43.14. Appendices Incorporated. All exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed by the County and Licensee, to be effective as of the Effective Date.

PRINCE GEORGE'S COUNTY, MARYLAND

By: _____

Printed Name: _____

Title: _____

[LICENSEE'S LEGAL NAME]

By: _____

Printed Name: _____

Title: _____

Appendix A: Permit List

The Sites licensed pursuant to this Agreement are identified on Permits attached hereto as A-1, A-2, A-3, etc.

Appendix B: Insurance Requirements

1. INSURANCE

1.1. *Insurance Coverages and Limits:* During the Term of this Agreement and any period of removal of the Small Wireless Facilities following the end of the Master License Agreement Term, Licensee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, in a form acceptable to the County, the following types and minimums or limits of insurance:

1.1.1. Workers' compensation insurance and employer's liability insurance meeting Maryland statutory requirements with minimum limits of One Million Dollars (\$1,000,000) for each accident/each disease per employee/each disease policy limit. All insurance required by this Section 1.1.1 of Appendix B shall include a waiver of subrogation endorsement for the benefit of Prince George's County, Maryland.

1.1.2. Commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence and in the aggregate of bodily injury, personal injury, and property damage. The policy shall provide contractual liability insurance, and shall include coverage for products and completed operations liability, independent contractor's liability, and property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

1.1.3. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Licensee and its employees, with personal protection insurance and property protection insurance to comply with the provisions of the Maryland no-fault insurance law, with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

If Licensee maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Licensee.

1.2. *Types of Policies:* The coverage amounts set forth in Section 1.1 of this Appendix may be met by a combination of underlying and umbrella/excess policies so long as in combination the limits equal or exceed those stated. Such coverage may be satisfied through the required Commercial General Liability policy, a standalone policy, or a combination of the two, provided that the required types and limits of coverage are satisfied.

1.3. *Period of Coverage:* The liability insurance policy or policies required by Section 1.1 shall:

1.3.1. Be maintained by the Licensee throughout the Term of this Agreement and such other period of time during which the Licensee operates or is engaged in the removal of the Small Wireless Facilities, whichever period is longer, and for one hundred twenty (120) days thereafter; and

1.3.2. Provide coverage for acts and omissions occurring throughout the Term of this Agreement and such other period of time during which the Licensee operates or is engaged in the removal of the Small Wireless Facilities.

1.4. *Insurance Companies:* All insurance shall be effected under valid and enforceable policies, issued by insurers authorized to do business by the State of Maryland or surplus line carriers on the Maryland Insurance Commissioner's list of companies approved to do business in Maryland. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

1.5. *Additional Insureds:* All required insurance policies, except for workers' compensation, shall include "Prince George's County, Maryland, a body corporate and politic of the State of Maryland and all associated, affiliated, allied and subsidiary entities of the County, now existing or hereafter created, and their respective elected officials, officers, boards, commissions, employees, agents and, as their respective interests may appear," as additional insureds (referred to as the "Additional Insureds"). Each policy which is to be endorsed to include Additional Insureds under this Agreement shall contain separation of insureds clauses with respect to each additional insured, as follows or with the same effect:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder, except as it pertains to the limits of liability."

1.6. *Evidence of Insurance:* On or before the Effective Date, at any time of any material and adverse policy change or cancellation during the term of this Agreement, at least thirty days after renewal of any required policy, or upon the County's request, certificates of insurance for each insurance policy required to be obtained by Licensee in compliance with this Agreement shall be filed and maintained with the County. The acceptance of a form of certificate by the County shall not change or reduce Licensee's obligation to provide the required insurance pursuant to Section 1.1.

1.7. *Endorsement:* Each such liability insurance policy or an endorsement thereto shall contain the following statement: "It is hereby understood and agreed that this policy may not be cancelled or not renewed by the carrier nor the intention not to renew be stated until thirty (30) days after receipt by the County, by U.S. mail, postage prepaid, of a written notice of such intent to cancel or not to renew, except for cancellation due to the nonpayment of premiums, for which such notice shall be not less than ten (10) days." Prior to said cancellation or failure to renew, the Licensee shall obtain one (1) or more replacement insurance policies and shall furnish copies of the certificate of insurance therefor to the County.

1.8. *Notice of Expiration:* As soon as reasonably practicable following the renewal of any insurance policy required of the Licensee by this Section, the Licensee shall provide to the County evidence acceptable to the County of the renewal or replacement of the policy. Further, the Licensee shall notify the County of any materially adverse modification of the coverages and other requirements or the discontinuation of coverage under any such policy,

together with a plan to correct such modification or discontinuation, within ten (10) business days after receipt of notice of such discontinuance.

1.9. *Insurance Primary; Not Limiting:* The legal liability of the Licensee or any Affiliate to the County or any Person for any of the matters which are the subject of the liability insurance policies required by Section 1.1 of this Appendix shall not be limited by such insurance policies nor by the recovery of any amounts under such policies, except to the extent necessary to avoid duplicative recovery from or payment by the Licensee.

1.10. *Review of Limits:* Commencing on the fifth anniversary of the Effective Date and once every five (5) years thereafter during the Term of this Agreement, the County may review the insurance coverages to be carried by Licensee. If the County reasonably determines that additional coverages or higher limits of coverage are reasonably necessary to protect the interests of the County, the Additional Insureds, or the public, the County shall notify the Licensee of its determination, and the County and Licensee shall negotiate for appropriate modifications in coverages or limits. The Licensee shall obtain and maintain such mutually agreed to modified insurance at its sole cost and expense.

1.11. *Group Coverages:* Licensee may meet the insurance requirements of Section 1.1 of this Appendix by participating in, or being included in, or by being covered under policies covering multiple Affiliate entities. All of the insurance related provisions of this Agreement shall apply to such multiple Affiliate policies as the same would apply to any policy issued separately to the Licensee to meet its obligations hereunder.

1.12. *Contractors:* Licensee shall require its contractors that install, maintain, repair, replace, or otherwise perform work on the Permit Area under the license granted by this Agreement to have and maintain insurance of the same coverage required herein and with reasonable and prudent amounts.

2. INDEMNIFICATION

2.1. The County shall give Licensee written notice of a matter requiring indemnification hereunder as soon as possible, but in no event more than thirty (30) days after the date the County receives notice, or otherwise is made aware, of such matter. Such notice shall in any event be delivered to Licensee sufficiently in advance of the time for Licensee's response to a third party claim in order that Licensee will be able to timely respond and the defense against such claim will not be prejudiced.

2.2. Upon receipt of timely notice Licensee shall defend, indemnify and hold harmless the County and its respective elected officials, officers, employees, agents, boards, and commissions, from and against all actual or alleged liabilities, special, incidental, consequential, punitive and all other damages, costs and expenses to the extent arising out of or resulting from Licensee's construction, maintenance, repair, upgrade, enhancement, rebuild or removal of the Small Wireless Facilities and Licensee's Operations, except to the extent arising from the gross negligence or willful misconduct of the County.

2.3. *Continuing Obligation.* While Licensee's Small Wireless Facilities remain in the Public Right of Way, even after the termination of this Agreement, Licensee's indemnification obligations shall continue with respect to any claims or demands related to the Small Wireless Facilities.

2.4. *Defense and Settlement:* In any action in which the Licensee defends the County, the Licensee shall consult with the County prior to proposing, accepting, or rejecting a settlement and prior to filing any pleading which might estop the County with respect to any question of fact or law. Licensee shall provide the defense of any claims brought against the County by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the County, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the County from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with the County, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement include the full release of the County and the County does not consent to the terms of any such proposed settlement or compromise, Licensee shall not settle the claim or action, but its obligation to indemnify the County shall in no event exceed the amount of such proposed settlement.

2.5. *Limitations on Indemnification:* As between the County and the Licensee or any Affiliate, the foregoing Liability and indemnity obligations of the Licensee pursuant to this Agreement shall not apply to any willful misconduct or negligence of any County elected official, officer, employee, agent, attorney, consultant or independent contractor causing any claim or damages.

2.6. *The County's Liability:* The County shall be responsible, and shall indemnify and hold harmless the Licensee, for the willful misconduct and negligent actions of its elected officials, officers, employees and agents subject to, and to the extent of, all defenses, immunities, limitations, and provisions of applicable Law, including, but not limited to, the Local Government Tort Claims Act. In addition, the County shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the County for which the County is legally responsible, subject to any and all defenses and limitations of liability provided by law. The Licensee shall not be required to indemnify the County for acts of the County which constitute willful misconduct or gross negligence, on the part of the County, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

Appendix C: Emergency Maintenance

Emergency Maintenance Procedures

If Licensee discovers that any of the Antenna Equipment is damaged, Licensee shall immediately notify the Department.

If the County discovers that any of the Antenna Equipment is damaged, the County shall immediately notify **Licensee's** _____ at (_____)____-____.

If the County's telecommunications and/or lighting systems require emergency repair or maintenance by the County, the County shall employ use of Licensee's emergency shut off switch, per Section 16 and notify Licensee immediately at the number above.

If a Party changes its emergency contact telephone information, that Party shall immediately notify the other Party of the new contact information at the telephone number provided above, and, within ten (10) days, provide the other Party with written notice of the new contact information, in accordance with this Agreement.