MASTER LICENSE AGREEMENT

This Master License Agreement (the "Agreement") made this ___ day of _____________, 2019, between the City of Rapid City, South Dakota with its principal offices located at 300 6th Street, Rapid City, South Dakota 57701, hereinafter designated LICENSOR, and CommNet Cellular Inc. d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number (866) 862-4404), hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner of, or holds a leasehold or other possessory interest in, certain LICENSOR Poles (as defined herein) located within public rights of way, parks, and other areas, within the boundaries of the City of Rapid City, South Dakota (hereinafter the "City"), all within the geographic area of a license held by LICENSEE to provide wireless services issued by the Federal Communications Commission ("FCC"); and

WHEREAS, LICENSEE desires to install, maintain, and operate communications and related equipment, conduit, utilities, and appurtenances in and/or upon certain of LICENSOR Poles; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which govern their relationship with respect to particular Sites (as defined herein) at which LICENSOR may wish to permit LICENSEE to install, maintain, and operate its Equipment on said LICENSOR Poles as hereinafter set forth; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a license supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to each particular LICENSOR Pole and Site approved by the LICENSOR, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

DEFINITIONS

BUSINESS DAY. For purposes of this Agreement, "Business Day" shall mean any day Monday through Friday between the hours of 7:30 am to 4:30 pm local time, except for those days which LICENSOR recognizes as holidays.

ENGINEERING DESIGN STANDARDS. Engineering Design Standards approved by the Rapid City Council by Ordinance or Resolution.

EQUIPMENT. For purposes of this Agreement, "Equipment" shall mean communications equipment owned by the LICENSEE that does not exceed the height, dimensions or other parameters for small wireless facilities under applicable Laws, including ancillary equipment not
included in the calculation of equipment volume.

LICENSOR POLES. For purposes of this Agreement, "LICENSOR Poles" shall mean LICENSOR owned or controlled light poles, utility poles, the vertical portion of the support structures for traffic control signals or devices (unless denied by LICENSOR as provided in Paragraph II.c, below), and other structures suitable for placement of LICENSEE Equipment, and located in the Right of Way or Other Areas as may be approved by LICENSOR in a Supplement. However, the term does not pertain to poles or other structures owned or controlled by others regardless of whether utilized by the LICENSOR for lighting or any other purpose.

MAKE-READY COSTS. For purposes of this Agreement, "Make-Ready Costs" shall mean materials, labor, engineering, supervision, site work, and tree trimming costs required, where LICENSOR has elected to perform all or any portion of such work pursuant to Paragraph IV.a, below, in connection with LICENSEE's installation or modification of Equipment on an existing LICENSOR Pole. Make-Ready Costs shall include the costs of replacing existing poles (to the extent LICENSOR is undertaking the work required to replace existing poles under this Agreement), including the cost of installation and removal of guys, anchors and equipment, temporary construction, and all other necessary construction in accordance with applicable industry and safety standards (collectively sometimes referred to herein as "Make-Ready Work"). Except as otherwise mutually approved by the Parties, LICENSOR's Make-Ready Costs shall be paid by LICENSEE to LICENSOR as provided under Paragraph IV.a, below. Notwithstanding, Make-Ready Costs shall not include fees which may be separately charged to LICENSEE pursuant to LICENSOR's Ordinance or Resolution for plan review, permits, and inspections required in connection with any work to be performed by LICENSEE in LICENSOR's Right of Way or Other Areas.

OTHER AREAS. Property owned and managed by the LICENSOR other than Right of Way. Other Areas includes "City Parks", defined for purposes of this Agreement as public parks, recreational facilities, and community centers administered by LICENSOR.

PROPERTY. For purposes of this Agreement, "Property" shall mean City Right of Way within Rapid City, South Dakota, as described above, or Other Areas as may be approved by LICENSOR pursuant to a fully-executed Supplement.

RIGHT OF WAY. For purposes of this Agreement, "Right of Way" or "ROW" shall mean right of way dedicated to the public and accepted by the LICENSOR in trust for public use or acquired in fee by the LICENSOR for purposes of maintaining streets and street improvements, including eight (8) foot utility easements platted in the front eight (8) feet of platted lots which are permitted for use by utilities other than those operated by LICENSOR. However, the term Right of Way does not include any easements acquired by the LICENSOR that are limited to municipal uses only, such as sewer, water, drainage, or other municipal purposes, regardless of whether such easements are acquired through the platting process or any other acquisition (and regardless of whether such easements are referred to elsewhere as Right of Way).

SITE. For purposes of this Agreement, "Site" shall mean a LICENSOR Pole in the Right of Way or Other Areas as may be approved by LICENSOR pursuant to a fully-executed Supplement, and such areas as necessary to provide access for utilities, ingress and egress, and to maintain
LICENSEE's Equipment (to the extent LICENSOR owns and holds control over the property to be used for ingress and egress), as approved in each Supplement to this Agreement.

SUPPLEMENT. For purposes of this Agreement, "Supplement" shall mean a License Supplement in the form shown in Exhibit A to this Agreement and signed by the Parties.

I. SCOPE

a. By this Agreement, LICENSOR agrees that LICENSEE may install and maintain its Equipment under the terms and conditions in this Agreement and each applicable Supplement to be entered into from time to time in connection with each attachment of Equipment to a LICENSOR Pole.

b. Where LICENSEE desires to install and maintain Equipment within LICENSOR's Property, such installations shall be limited to, when feasible or available, replacement of existing LICENSOR Poles or the use of existing LICENSOR Poles (with all such LICENSOR Poles to be used jointly by LICENSOR and LICENSEE). However, if existing LICENSOR Poles are not available for use or replacement, the Parties acknowledge that this Agreement does not limit any rights LICENSEE may have to install and maintain LICENSEE-owned poles ("LICENSEE Poles") at other locations within LICENSOR's Right of Way, with the design, location, and placement as approved by LICENSOR pursuant to LICENSOR's Ordinances or Resolutions, the MUTCD (as defined in Paragraph II.c, below), or other regulations then in effect. With respect to LICENSEE Poles to be installed and maintained in Other Areas, the Parties may enter into a Supplement pursuant to the terms and conditions of this Agreement or, at LICENSOR's discretion, a separate mutually-approved agreement may be required. LICENSOR makes no representation or warranty as to the condition of its existing LICENSOR Poles.

c. Applications for Other Areas may be considered under this Agreement upon mutual consent of the Parties or may be subject to separate negotiations for a separate agreement, including specific application fees, rental fees, and/or reimbursement for consulting fees and Make-Ready Costs. Applications for Equipment within a City Park shall be submitted to the Parks and Recreation Department, and approval shall be at the sole discretion of the LICENSOR. All other applications for Equipment in Other Areas shall be submitted to the Public Works Department, and approval shall be at the sole discretion of the LICENSOR.

II. LICENSEE APPLICATIONS

a. Before LICENSEE shall replace or make use of any LICENSOR Poles within any Property, the Site licensed to LICENSEE shall be as described in the applicable Supplement, as executed by the Parties. LICENSEE shall request permission in writing, which writing shall be made by means of a completed application submitted in compliance with the procedures set forth in this Article.

b. Approval of this Agreement by LICENSOR shall be in the form of an approved LICENSOR Resolution or Ordinance. Following said approval of this Agreement, each individual Supplement may be executed by LICENSOR's Mayor or his/her designee.
c. LICENSEE shall have the non-exclusive right, at its sole cost and expense, to use each Site, as identified in each individual Supplement, for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto, in a manner consistent with the applicable Supplement ("Approved Use").

Each application for installment of a new LICENSEE Pole in the Right of Way or Other Area, new LICENSOR Pole, and/or attachment of Equipment on an existing LICENSOR Pole must be complete and must include the applicable application fee as provided in Paragraph II.f. After the application fee has been paid, the LICENSOR shall review the application. An application for the installation of a new LICENSEE Pole and/or attachment of LICENSEE's Equipment to a new or existing LICENSOR Pole in Right of Way may be denied for reasons reasonably related to capacity, safety, reliability, or engineering concerns, or if the LICENSEE Pole or proposed attachment would violate LICENSOR's Ordinances or Resolutions (including Engineering Design Standards, if any have been approved by Ordinance or Resolution), the Manual on Traffic Control Devices issued by the U.S. Department of Transportation (the "MUTCD"), or other applicable Laws of general applicability related to building codes, electrical codes, or related standards, including but not limited to height, size, traffic concerns (collectively, the "Code Standards"), zoning, aesthetics (including color and the ability to blend with historic features in historic districts and park features in City Parks), or the requirements of this Agreement.

Within sixty (60) calendar days after the receipt of an application for attachment of Equipment on an existing LICENSOR Pole, or ninety (90) calendar days after receipt on an application for attachment to a new LICENSOR Pole or LICENSEE Pole, LICENSOR will notify LICENSEE in writing whether the application is accepted or denied. LICENSOR shall document the basis for any denial, including the specific provisions of the Law(s) on which the denial was based, and send the documentation to the LICENSEE on or before the day that it denies the application (which notice and documentation may be provided by electronic mail delivery to the email address provided by LICENSEE in the application).

When LICENSOR provides written notice that an application is incomplete (which notice may be provided by electronic mail delivery to the email address provided by LICENSEE in the application), corrections or additional information are required as part of the application review process. If LICENSOR provides such notice within ten (10) calendar days of LICENSEE's submission of the application, the shot clock shall "reset" on the day the LICENSEE cures the deficiencies identified by the LICENSOR by resubmitting the corrected material or additional information. If LICENSOR provides such notice more than ten (10) calendar days after the submission of the application, the shot clock shall only "pause", as provided under FCC Declaratory Ruling and Third Order 18-133 ("FCC 18-133"). The shot clock will "reset" or restart, as applicable, upon resubmittal of the corrected or additional information by LICENSEE without paying an additional application fee. For subsequent determinations of incompleteness, the tolling rules under applicable Laws would apply.

The LICENSOR shall notify LICENSEE of its decision to approve or deny any application, or resubmitted application, within the time provided in this Agreement, unless other timeframes are imposed by applicable Laws.
For purposes of this Article, notification by electronic mail delivery shall be deemed given as provided in Article XIX.

d. LICENSEE may submit multiple Sites with a single application. Along with each application, LICENSEE shall furnish LICENSOR detailed Construction Plans (as defined in Paragraph IV.a) and drawings for each individual Site, together with necessary maps, indicating specifically each LICENSOR Pole to be used jointly by LICENSEE and LICENSOR, the number, size, and character of the attachments and Equipment to be placed by LICENSEE, replacement of an existing LICENSOR Pole, if a replacement is required or requested by LICENSEE, any LICENSEE Pole(s) which LICENSEE seeks to install, and any new installations for transmission conduit, pull boxes, and appurtenances. After an application is approved, the Parties shall execute a Supplement for each individual Site. Upon execution of the Supplement, LICENSEE shall have the right to use the Site, and its Contractors (as defined in Paragraph IV.f) may obtain building permits and proceed with the installation work in accordance with the terms of the Supplement and this Agreement.

e. In connection with LICENSEE's initial installation or subsequent modifications, LICENSEE shall pay for the LICENSOR Pole replacements, where required, purchase Equipment, have electric and communications service lines installed, and otherwise perform all work at its own expense (unless LICENSOR is performing such work pursuant to Paragraph IV.a), and in such manner as to not interfere with LICENSOR's use of the Property or the Site. LICENSEE shall provide notice to LICENSOR either by email (eric.mack@rcgov.org or other email address provided by LICENSOR) or phone ((605) 394-4154) no less than seventy-two (72) hours prior to commencement of work in the event lane closures within LICENSOR's ROW are required, or no less than forty-eight (48) hours prior to commencement of work if no lane closures are required. LICENSEE may replace and make like-kind modifications to any Site provided the Equipment, as replaced or modified, does not exceed the height, dimensions, projected area, or other parameters for small wireless facilities approved in the initial permit, or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other LICENSOR approval. LICENSEE shall obtain all required permits and prior approvals from the LICENSOR for all other work.

Except for emergencies, installations and equipment maintenance shall not be scheduled during parades, charitable run/walk events, sports leagues, concerts, recreation programs, or similar events scheduled on the applicable LICENSOR Property. Installation and maintenance shall also be scheduled so as to accommodate ongoing or newly completed work in or near the applicable LICENSOR Property, such as protection of newly planted turf or other vegetation in Other Areas, newly installed asphalt or sidewalks in Right of Way, and other municipal work. In order to avoid such situations, LICENSEE shall provide notice of the planned work to LICENSOR either by email (eric.mack@rcgov.org or other email address provided by LICENSOR) or phone ((605) 394-4154) at least 48 hours in advance and coordinate with the LICENSOR to develop a mutually acceptable schedule for such work. For each existing LICENSOR Pole which must be replaced, the LICENSEE shall provide the LICENSOR's replacement Pole at LICENSEE's expense (consistent with Paragraph II.m below), as provided in the applicable Supplement, along with its initial installation of Equipment and electric and communications services to the LICENSOR Pole. Provided LICENSOR confirms, upon inspection, that installation is complete and meets the requirements set forth in this Agreement and the applicable Supplement,
LICENSOR will maintain ownership and responsibility for maintenance of the replacement LICENSOR Poles (but not LICENSEE's Equipment or electric and communications services).

f. LICENSEE shall submit a non-refundable application fee in the amount of: (i) $500.00 with each application for "Collocation" (as defined in FCC 18-133), including a single application for up to five (5) Sites, with an additional $100 for each Site beyond five (5); or (ii) $1,000.00 for a new pole intended to support one or more small wireless facilities. Except for any applicable fees for building permits which LICENSEE or its agents obtain from LICENSOR, the application fee includes any other non-recurring fees, charges or costs required for the permits necessary for the initial installation of LICENSEE's Equipment. In the event the Director of the Parks and Recreation Department authorizes use of property in City Parks for LICENSEE Poles, the same application fee shall apply.

g. After an application is approved and construction occurs, LICENSEE will be responsible for any inspection fees as required by LICENSOR's Ordinances or Resolutions.

h. LICENSEE may find it necessary to have LICENSEE Poles manufactured for LICENSEE's own use to provide a consistent aesthetic appearance in various historic areas within the City. As such, the LICENSEE hereby grants LICENSOR the non-exclusive right to use and reproduce (or cause manufacturers to reproduce) the design, in whole or in part, which is created by or on behalf of the LICENSEE and/or its affiliates for any such LICENSEE Poles. This grant is solely for LICENSOR's use and does not authorize LICENSOR to sell or sublicense the design of any LICENSEE Poles.

i. All LICENSOR Poles used by LICENSEE under this Agreement, including replacement LICENSOR Poles installed by LICENSEE, shall remain the property of LICENSOR; provided, however, installation has been completed, and the Site has been inspected, and found by the LICENSOR to meet the requirements of this Agreement and the applicable Supplement. Any payments made by the LICENSEE for installation or replacement of, or changes to, existing LICENSOR Poles and facilities, conduits, conductor pull boxes, facilities, or appurtenances which are the property of LICENSOR, shall not entitle LICENSEE to ownership of any of said infrastructure.

j. All Equipment and conduits, conductor pull boxes, cabinets, meter pedestal, facilities, or appurtenances shall be designed and installed within, adjacent to, or upon the LICENSOR Pole, only in accordance with the Construction Drawings as approved by LICENSOR, and designed and installed in compliance with LICENSOR's Code Standards. If any Equipment or facilities are placed adjacent to the LICENSOR Poles, such Equipment and facilities must comply with the design and other requirements as provided by LICENSOR Ordinance or Resolution, to the reasonable satisfaction of LICENSOR. To the extent technically feasible, design and installation of LICENSOR Poles must provide for secure access to both LICENSEE and LICENSOR equipment.

LICENSEE shall not authorize third parties to use LICENSOR Poles in any manner, and the LICENSOR reserves the sole right to authorize use of LICENSOR Poles by any third parties; provided, however, such use shall not encroach on LICENSEE's Equipment or other portions of the Site licensed to LICENSEE, or otherwise interfere with LICENSEE's Approved Use in
violation of this Agreement.

k. LICENSEE shall not allow third parties to place signs, flags, advertising, or other similar items on LICENSEE's Equipment, LICENSOR Poles or any other structures to which LICENSEE's Equipment is attached. LICENSEE's own signage shall be limited to signs, decals, tags, or labels as required by applicable Laws and shown in the final Construction Drawings approved by LICENSOR.

l. For attachments on LICENSOR Poles: upon LICENSOR's written request, LICENSEE will provide, at its own cost, LICENSOR Poles (the "Spares Inventory") for replacement of Poles by LICENSOR as required under this Agreement, as follows: one (1) LICENSOR Pole for each type and height of LICENSOR Pole utilized by LICENSEE, along with a replenishment of any spare LICENSOR Pole upon LICENSOR's written request, or as often as otherwise agreed upon by the Parties. The LICENSOR Poles for the Spares Inventory will be ordered by the LICENSEE from a mutually-agreed supplier for shipment by LICENSEE, at LICENSEE's cost, to LICENSOR's designated storage facility. LICENSOR will have the right to use spare LICENSOR Poles from this inventory only to replace LICENSOR Poles on which LICENSEE has attached Equipment.

m. If LICENSEE needs to replace an existing LICENSOR Pole to accommodate LICENSEE's initial installation of Equipment, or for any subsequent modification or addition thereto, for reasons including but not limited to structural integrity or height, then LICENSEE shall pay for the new LICENSOR Pole, materials, and labor for installation of the new LICENSOR Pole. If an existing LICENSOR Pole with LICENSEE Equipment attached is damaged by LICENSEE and must be replaced, LICENSEE shall replace the Pole, at LICENSEE's cost, utilizing a Pole from the Spares Inventory, if available.

If LICENSOR determines that a LICENSOR Pole with LICENSEE Equipment attached has outlived its useful life and must be replaced, or if an existing LICENSOR Pole with LICENSEE Equipment attached is damaged other than by LICENSEE, LICENSOR shall have a LICENSOR Pole from the Spares Inventory installed at LICENSOR's cost; provided, however, if a LICENSOR Pole from the Spares Inventory is not available, LICENSEE shall purchase the replacement LICENSOR Pole.

If a LICENSOR Pole is damaged other than by LICENSEE, needs replacement, and LICENSEE notifies LICENSOR that such pole will no longer be used by LICENSEE for its Equipment, then LICENSOR shall pay for and install the replacement LICENSOR Pole at its cost.

Notwithstanding this Paragraph, each Party may independently seek to recover its respective costs from third parties causing damage to LICENSOR Poles and/or LICENSEE's Equipment, as applicable.

When a LICENSOR Pole with LICENSEE's Equipment needs to be replaced: (i) LICENSEE will be notified to remove its Equipment (which notice may be provided by electronic mail delivery to the email address provided by LICENSEE); (ii) unless otherwise directed by LICENSOR, or otherwise provided by this Agreement, LICENSEE shall remove and reinstall any LICENSOR lighting or other LICENSOR equipment, at LICENSEE's own cost; and (iii)
LICENSEE shall reinstall its own Equipment at its own cost. If the Parties agree that LICENSEE or its Contractor will reinstall LICENSOR's lights and/or equipment, such installation must be completed to the satisfaction of LICENSOR. Also, when LICENSEE installs a new LICENSOR Pole to replace an existing LICENSOR Pole on which no LICENSEE Equipment was previously attached, LICENSEE shall install LICENSOR's lights and lighting equipment at LICENSEE's cost or reimburse the LICENSOR for such installation as part of the Make-Ready Costs.

III. SITES

a. Pursuant to all of the terms and conditions of this Agreement, and the applicable Supplement, LICENSOR agrees to license to LICENSEE each Site for the installation, operation, and maintenance of Equipment, together with the non-exclusive right of ingress and egress within the Properties seven (7) days a week, twenty-four (24) hours a day, to and from the Sites; provided; however, LICENSEE provides at least 48 hours' advance notice to LICENSOR either by email (eric.mack@rcgov.org or other email address provided by LICENSOR) or phone ((605) 394-4154) to coordinate access. LICENSOR's consent to ingress and egress on any Property is conditioned upon LICENSOR's ownership and control of such Property.

b. The primary use and purpose of the ROW Property is to provide for maintaining streets, street improvements, drainage, and street lighting, and the primary use and purpose of the City Parks Property is to conduct and provide space for public park, recreational, and community purposes, including but not limited to recreational activities and maintaining park aesthetics (each, a "Primary Use"). LICENSOR's operations take priority over LICENSEE's use as provided in an approved Supplement. In the event City Rights of Way are expanded or changed or the configuration of a City Park or its facilities are changed, such that the placement of LICENSOR Poles must be changed, then LICENSEE shall have the option to either (a) move or install the LICENSOR Pole with its equipment to a new, mutually agreed upon location on City Property (at the same rental rate), or (b) terminate the Supplement for said Site.

c. While performing any construction, installation, maintenance, or repair of its Equipment, LICENSEE shall employ protective measures and devices conforming with LICENSOR's Ordinances or Resolutions, the MUTCD, and any permits required in connection therewith.

d. LICENSEE agrees that the following priorities of use, in descending order, shall apply in the event of communications interference, emergency public safety needs, Site repair or reconditioning, or other conflict while this Agreement is in effect, and LICENSEE's Approved Use shall be subordinate accordingly:

(1) LICENSOR, its employees, agents, and contractors;
(2) Public safety agencies, including law enforcement, fire, and ambulance services, that are not related to LICENSOR;
(3) Other municipal agencies where use is not related to public safety;
(4) Pre-existing licensees (if any);
(5) LICENSEE referenced in this Agreement.
e. In the event of any occurrence or event that poses an immediate threat of substantial harm or damage to the health, safety, and welfare of the public and/or the Property or Sites, as solely determined by LICENSOR (an "Emergency Event"), the LICENSOR may take actions the LICENSOR determines are required to address such Emergency Event; provided that promptly after such actions that affect the Sites, and in no event later than seventy-two (72) hours after such actions, LICENSOR gives written notice to LICENSEE of LICENSOR's emergency actions (which notice may be provided by electronic mail delivery to the email address provided by LICENSEE).

f. If LICENSOR determines that the conditions of the Emergency Event would be benefited by cessation of LICENSEE's operations, LICENSOR shall notify LICENSEE's Network Monitoring Center ("NMC") (at (800) 264-6620), and LICENSEE shall immediately cease its operations on the affected Sites, until LICENSOR notifies LICENSEE's NMC that the Emergency Event has been resolved and that LICENSEE can resume its Approved Use.

g. To the extent not covered by an application submitted by LICENSEE in accordance with Paragraph II.c, if LICENSEE intends to install (or have a third party install) underground electric, telephone, cable or fiber optic lines, or utility equipment, it shall first obtain any necessary permits, easements, license or other authorizations as required by LICENSOR's Code Standards. LICENSOR shall, in its reasonable discretion, notify LICENSEE that it approves, denies, or modifies any such proposed installation within sixty (60) calendar days of receipt of the same, and in the case of any denial or modification, LICENSOR shall state the reasons therefor (which notice may be provided by electronic mail delivery to the email address provided by LICENSEE).

h. LICENSEE must, at the time of application and at any future time as reasonably requested by LICENSOR, obtain and submit to LICENSOR a structural engineering study carried out by an independent structural engineer licensed in the State of South Dakota, showing that the LICENSOR Pole(s) is (are) able to support the Equipment as well as the street lighting and/or other equipment used by the LICENSOR. If the study finds that any proposed or existing LICENSOR Pole(s) is (are) inadequate to support the proposed load(s), LICENSEE shall either replace the LICENSOR Pole(s), at LICENSEE's cost, or may withdraw the application or terminate the Supplement, as applicable. No refund will be given if LICENSEE withdraws an application.

i. LICENSEE's use of the Sites and the Property, and its design and installation of its Equipment and/or LICENSOR's Poles, to the extent installed by LICENSEE, must be in accordance with all applicable Laws including, but not limited to, the Americans with Disabilities Act; provided, however, a Supplement may include provisions for LICENSEE to be reimbursed by LICENSOR to the extent any additional work is required due to any existing improvements of LICENSOR which are not then in compliance with such Laws (e.g., the difference between the cost that would apply to install a replacement pole at a non-ADA compliant location and the cost of installing a replacement LICENSOR Pole at an ADA compliant location).
IV. INSTALLATION OF EQUIPMENT

a. Construction Plans

Prior to the approval of the Supplement and initial installation of new or replacement poles for the attachment of LICENSEE's Equipment, and for any and all subsequent revisions and/or modifications thereof, or additions thereto, LICENSEE shall provide LICENSOR with construction plans ("Construction Plans") consisting of the following:

- Line or CAD drawings (AutoCAD DWG format or ESRI Shapefile) showing the location and materials of all planned installations, plus an engineer's estimate of all materials and construction methods, with locations to be shown using UTM projection coordinates NAD83, Zone 14N, US-ET;
- Construction Specifications and Product Specifications for all planned installations;
- Diagrams and Shop Drawings of proposed Equipment and/or new or replacement LICENSOR Poles;
- Drawings showing elevations of the proposed equipment to be installed, and identification and distance to nearby features (and, when requested by LICENSOR, photo simulations); and
- A complete and detailed inventory of all Equipment and personal property of LICENSEE to be actually placed on the Site.

LICENSOR retains the right to survey the installed Equipment and to reject construction that does not comport with the approved Construction Plans or LICENSOR's Code Standards.

Construction Plans shall be easily readable and subject to prior written approval by LICENSOR, which shall not be withheld, conditioned, or delayed without cause. To the extent not included with an application submitted pursuant to Paragraph II.c., LICENSOR shall have sixty (60) calendar days to review and comment on the Construction Plans and deficiencies and resubmittals shall be handled as provided in Article II, above. Should the Construction Plans need to be revised based on the comments provided by LICENSOR, no construction shall commence until final approval is granted by LICENSOR, and any permits or other authorization to commence construction are issued by LICENSOR. Final Construction Plans shall have affixed to them the signature of LICENSEE's engineer who shall be licensed in the State of South Dakota. LICENSEE must obtain its building/construction permit on a timely basis as provided by LICENSOR Ordinance or Resolution or such plan approval will expire without notice. LICENSEE or its Contractor must timely commence construction and/or installation after obtaining the required permits for such construction and/or installation, and must timely call for and submit to inspection upon completion as provided by LICENSOR Ordinance or Resolution.

Unless otherwise directed by LICENSOR, any required Make-Ready Work shall be performed by LICENSEE, at LICENSEE’s own cost. In the event LICENSOR notifies LICENSEE that LICENSOR will perform any required Make-Ready Work, LICENSOR shall not be required to begin such work until it has received LICENSEE's payment of the Make-Ready Costs related
to the Make-Ready Work to be performed by LICENSOR. All Make-Ready Work, whether performed by LICENSEE or LICENSOR, must be inspected by LICENSOR before LICENSOR accepts ownership and maintenance responsibility for the subject LICENSOR Pole.

b. **Construction Scheduling**

At least ten (10) Business Days prior to LICENSEE's construction mobilization, LICENSEE shall organize and conduct a meeting at the Site, during LICENSOR's business hours, or other location as agreed upon. Said meeting shall at a minimum be attended by a representative of LICENSOR and all parties involved in the installation.

In the event LICENSEE installs Equipment on any LICENSOR Pole prior to obtaining any permits or other authorizations required in connection with such installation by LICENSOR's Code Standards, LICENSEE shall pay LICENSOR a lump sum payment of $125 in liquidated damages for the additional costs incurred by LICENSOR due to LICENSEE's unauthorized installation. LICENSEE shall notify LICENSOR by email (eric.mack@rcgov.org or other email address provided by LICENSOR) if such earlier installation occurs. LICENSEE shall submit the lump sum payment within thirty (30) calendar days of receipt of LICENSOR's invoice therefor.

c. **Construction Inspection**

All construction activity shall be subject to inspection and approval by LICENSOR. Inspection may be performed at any time during the course of the construction activity, as reasonably determined by LICENSOR. Construction work which is not accepted by LICENSOR shall be rectified or removed, at LICENSEE's option, by LICENSEE at its sole expense. LICENSEE shall be solely responsible for all costs associated with said inspection and approval of such work by LICENSOR.

d. **Exposed Equipment**

All Equipment affixed to a LICENSOR Pole which has exterior exposure shall be as close to the color of the LICENSOR Pole as is commercially available to the LICENSEE, but shall not be contrasting or brightly colored. For exposed cables, wires, or appurtenances, LICENSOR reserves the right to require LICENSEE to provide cables, wires, or appurtenances in manufactured colors which are commercially available, in lieu of painting.

e. **Damage by LICENSEE**

Any damage to the Property, the Sites, or LICENSOR's equipment or structures thereon caused by LICENSEE in any manner shall be repaired or replaced at LICENSEE's expense and to LICENSOR's satisfaction. At its option, LICENSOR may repair or replace such items and bill LICENSEE for such repair or replacement.

f. **Permits**

Prior to performing any work in or on any LICENSOR Property, LICENSEE, or its contractors and/or subcontractors (each, a "Contractor"), shall also obtain all necessary or required permits from the appropriate governing agency as applicable, any and all permits of general
applicability required for a complete installation of LICENSEE's Equipment, or any new or replacement LICENSOR Pole at the applicable location, including but not limited to any insurance and payment and performance bonds required for such permits. Said permits may include, but not be limited to: Building/Electrical, Obstruction/Excavation, Meter Hooding, Storm Water, Zoning (as required for placement of communications facilities), and Right of Way Permits (for maintaining facilities in the LICENSOR's Right of Way or maintaining facilities in the Right of Way of another governmental entity). Notwithstanding anything to the contrary contained herein, in no event may LICENSOR impose conditions on any permit other than those conditions that are permitted by applicable Laws. Applicable fees for any permits shall be borne by LICENSEE, and LICENSEE shall be bound by the requirements of said permits. LICENSEE shall require each of its Contractors to obtain and comply with all applicable permits.

g. Locating and Protecting Other Underground Facilities

LICENSEE or its Contractor shall notify the South Dakota One-Call Center (pursuant to SDCL § 49-7A-5) prior to any excavation or other construction that may affect Underground Facilities (as defined by SDCL § 49-7A-1). If the LICENSEE or its Contractor is unable to determine the location of an Underground Facility based on location markings made by the Underground Facility's Operator (as defined by SDCL § 49-7A-1) or discovers the Underground Facilities were incorrectly marked, the LICENSEE or its Contractor shall promptly notify the Underground Facility's Operator and, if unknown, the South Dakota One-Call Center (and, if necessary, request the area to be marked again). If, during construction, an Underground Facility is damaged, dislocated, or disturbed, the Contractor shall notify the Operator as required by SDCL § 49-7A-12. If the Operator is unknown, the Contractor shall contact South Dakota One-Call. In no event shall the Contractor conceal, or attempt to conceal, such damage, dislocation, or disturbance, or attempt to make repairs to the Underground Facility unless authorized by the Operator of such facility.

In areas where the excavation or construction of the LICENSEE or its Contractor will be adjacent to Underground Facilities or to other underground or above ground personal property, structures, or fixtures, the Contractor shall make arrangements with the respective Operators or owners of such items, if known, to support, sustain, and protect existing Underground Facilities, personal property, structures, fixtures, pipes, conduits, poles, wires, and other apparatus located under, over, along, across, or adjacent to the work site. If Underground Facilities or any other underground or above ground personal property, structures, or fixtures are damaged through the negligence of the LICENSEE or its Contractor and are repaired by LICENSEE, its Contractor, or the public or private agencies or companies having control of same, the cost of such repairs shall be paid or reimbursed by the LICENSEE or its Contractor, as applicable, and not the LICENSOR.

South Dakota One-Call does not provide location services within City Park Property. Accordingly, LICENSEE shall hire, at its expense, a utility locator or utility exploration company to locate underground facilities, and other underground items, including but not limited to irrigation equipment and public address wiring, if needed for the installation of LICENSOR Poles within City Parks, to the extent required by LICENSOR in site specific approvals.
V. MAINTENANCE AND REPAIR OF EQUIPMENT

a. Property

(1) LICENSOR reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property and the Sites.

(2) LICENSOR hereby notifies LICENSEE that LICENSOR shuts off power to street lights in the downtown area for various City events. Such events include, at the time of execution of this Agreement, the Dark Skies initiative on three week nights in April, and the Parade of Lights held in the evening on the first Saturday immediately following Thanksgiving. LICENSOR shall notify LICENSEE's NMC (at (800) 264-6620) at least ten (10) calendar days prior to shutting off power. For any other events or planned shutdowns of electrical service to any other street lights, LICENSOR shall provide written notice to LICENSEE not less than sixty (60) calendar days' prior to the planned shutdown (which notice may be provided by electronic mail delivery to the email address provided by LICENSEE). Upon LICENSEE's request, and with LICENSOR's prior approval, not to be unreasonably withheld, conditioned or delayed, LICENSEE may maintain a temporary communications facility during a planned shutdown on any land owned and controlled by LICENSOR in the immediate area of the Site, subject to the same terms as alternate sites for Reconditioning Work, as set forth in Paragraph V.b(3), below.

b. Structure Reconditioning and Repair

(1) From time to time, LICENSOR paints, reconditions, or otherwise improves or repairs the Property, LICENSOR Poles, Sites, or structures or improvements thereon ("Reconditioning Work"). LICENSOR shall reasonably cooperate with LICENSEE to carry out Reconditioning Work in a manner that minimizes interference with LICENSEE's Approved Use, and LICENSEE shall reasonably cooperate with LICENSOR in a manner that minimizes interference with the Reconditioning Work.

(2) Except in cases of emergency, prior to commencing Reconditioning Work, LICENSOR shall provide LICENSEE with not less than sixty (60) calendar days' prior written notice thereof (which notice may be provided by electronic mail delivery to the email address provided by LICENSEE); provided, however, where sixty (60) days' prior notice is not practicable, LICENSOR shall provide as much prior notice as possible under the circumstances. Upon receiving such notice, it shall be the sole responsibility of LICENSEE to provide adequate measures to cover or otherwise protect the Equipment from the consequences of such activities including, but not limited to, paint and debris fallout. LICENSOR reserves the right to require LICENSEE to remove all Equipment during Reconditioning Work.

(3) During LICENSOR's Reconditioning Work, and after approval by LICENSOR in its sole discretion, LICENSEE may maintain, at its own expense, a temporary communications facility on the applicable Property, or on any land owned and controlled by LICENSOR in the immediate area of the applicable Site, so long as such use does not violate an existing lease, easement, permit, or contractual obligation applying to
such alternate property and such temporary facility does not interfere with construction or repairs on the applicable Property, impair traffic, impede sight lines, cause a nuisance, or violate LICENSOR’s generally applicable Code Standards then in effect. If the Property, or alternate property in the immediate area of the Site, will not accommodate the temporary communications facility, it shall be LICENSEE's responsibility to locate auxiliary sites and secure any permits or permissions for such other property, at its sole expense. LICENSOR shall notify LICENSEE when the Reconditioning Work has been completed (which notice may be provided by electronic mail delivery to the email address provided by LICENSEE), and LICENSEE shall reinstall its Equipment within thirty (30) calendar days. Also, LICENSEE shall remove any temporary equipment or facilities within ten (10) calendar days after the Reconditioning Work is completed (regardless of whether LICENSEE has reinstalled its Equipment or Facilities in its prior location), unless LICENSOR agrees in writing to an extension of the applicable time period.

(4) LICENSEE may request a modification of LICENSOR's procedures for carrying out Reconditioning Work in order to reduce the interference with LICENSEE's Approved Use. If LICENSOR agrees to the modification, LICENSEE shall be responsible for all incremental costs related to the modification.

(5) With regard to LICENSOR Poles that are no longer useable and/or need to be replaced, and to which LICENSEE's Equipment is attached ("Replacement Work"), the responsibility of the respective Parties for such replacement is provided in Paragraph II.m. Except for emergency situations, LICENSOR shall provide LICENSEE with at least sixty (60) calendar days' prior written notice of the required Replacement Work and the need for LICENSEE to remove its Equipment (which notice may be provided by electronic mail delivery to the email address provided by LICENSEE); provided, however, where sixty (60) days' prior notice is not practicable, LICENSOR shall provide as much prior notice as possible under the circumstances. During Replacement Work, LICENSEE may maintain a temporary communications facility on the Property, or on any land owned or controlled by LICENSOR in the immediate area of the Site, under the same conditions as for Reconditioning Work, above. LICENSEE shall reinstall its Equipment within thirty (30) calendar days. Also LICENSEE shall remove any temporary equipment or facilities within ten (10) calendar days after the Replacement Work is performed (regardless of whether LICENSEE has reinstalled its Equipment or Facilities in its prior location), unless LICENSOR agrees in writing to an extension of the applicable time period.

(6) If any LICENSOR Poles containing LICENSEE's Equipment need to be repaired due to storm or other damage requiring immediate work ("Repair Work"), LICENSOR shall notify LICENSEE's NMC (at (800) 264-6620) to remove its Equipment as soon as possible. In the event of an emergency, LICENSOR shall contact LICENSEE by telephone at LICENSEE's NMC prior to removing LICENSEE's Equipment. For any LICENSOR Poles previously replaced or installed by LICENSEE, but only to the extent LICENSOR does not have sufficient spare replacement LICENSOR Poles available for emergency use as provided in Paragraph II.1, LICENSEE will supply, at its own cost, the replacement LICENSOR Pole(s) to LICENSOR following the emergency, and installation of such LICENSOR Poles will be at LICENSOR's expense. Once the LICENSOR Poles have been replaced or repaired, LICENSOR will promptly notify LICENSEE that it can
reinstall its Equipment (which notice may be provided by electronic mail delivery to the email address provided by LICENSEE). During LICENSOR’s Repair Work, and after approval by LICENSOR, LICENSEE may maintain a temporary communications facility on the Property, or on any land owned and controlled by LICENSOR in the immediate area of the Site, subject to the same terms as alternate sites for Reconditioning Work. LICENSEE shall reinstall its Equipment within thirty (30) calendar days. Also, LICENSEE shall remove any temporary equipment or facilities within ten (10) calendar days after the Repair Work is performed (regardless of whether LICENSEE has reinstalled its Equipment or Facilities in its prior location), unless LICENSOR agrees in writing to an extension of the applicable time period.

(7) If LICENSEE is unable to locate and operate a temporary communications facility during any LICENSOR Replacement Work, Reconditioning Work, or Repair Work for a period of more than thirty (30) Business Days, the LICENSEE, at its sole option, shall have the right to terminate the applicable Supplement upon written notice to LICENSOR. However, if LICENSEE seeks approval of a new Supplement in a nearby location to replace the terminated Supplement, LICENSOR will employ good faith efforts to review and enter into a new Supplement on substantially equivalent terms and conditions as expeditiously as practicable.

c. LICENSEE Equipment

LICENSEE shall, at its own cost and expense, maintain the Equipment in good and safe condition, and in compliance with applicable fire, health, building, and life safety codes, and other applicable Laws. LICENSEE shall obtain from LICENSOR any and all permits required for the purposes of maintaining the Equipment, under the terms generally applicable for such permits. Applicable fees for any permits shall be borne by LICENSEE, and LICENSEE shall be bound by the requirements of said permits.

VI. CONDITION

LICENSOR will keep and maintain the LICENSOR Poles in good repair as required for, and consistent with, the Primary Use of the applicable Property, and in the ordinary course of business as its budget permits. LICENSOR makes no guarantee as to the condition of any Site with regard to LICENSEE’s Approved Use.

VII. TERM; RENTAL

a. This Agreement shall be for a term of ten (10) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties; however, the initial term of each Supplement shall be for ten (10) years (subject, however, to earlier termination by either LICENSEE or LICENSOR as permitted pursuant to Article XIV) and shall commence on the first day of the month following the date LICENSEE commences installation of the Equipment on the Site (the "Commencement Date”). On the Commencement Date of each Supplement, rental payments shall commence and be due in advance at a total annual rental of $165.00 per LICENSOR Pole, to be paid to LICENSOR as set forth below. LICENSOR and LICENSEE shall acknowledge the Commencement Date of each
Supplement in writing. LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement may not actually be sent by LICENSEE until ninety (90) calendar days after the written acknowledgement of the Commencement Date.

b. Unless and to the extent provided otherwise in the applicable Supplement, LICENSEE shall install or procure electrical and fiber optic lines and equipment at its own expense, and the use of such services will be metered or otherwise charged by third-party providers and paid by LICENSEE to such providers separately from any electric service or other services obtained and used by LICENSOR for LICENSOR’s street lighting or other equipment.

c. In the event LICENSEE is unable to obtain electrical service from a third-party provider as provided in Paragraph VII.b, above, and LICENSOR is able to provide electrical service to LICENSEE, an annual flat fee charge for electrical service shall be paid by LICENSEE in accordance with the terms of the applicable Supplement, which shall set forth the mutually-approved annual charge payable to LICENSOR under the Supplement in addition to the annual rent payable thereunder. LICENSEE and LICENSOR hereby agree that the annual power charge to be paid under each applicable Supplement shall be calculated, on an annual basis, based upon the estimated average electrical service draw for the Equipment to be installed by LICENSEE, multiplied by the then-applicable per kWh rate. LICENSEE agrees to provide LICENSOR with the necessary information and/or documentation to support LICENSEE’s estimated average electrical service draw for the Equipment. By way of illustration, where LICENSEE is installing a single-radio node, at a then rate of $0.103/kWh, and the average power draw is estimated to be 460 Watts, the annual flat fee power charge would be calculated as follows:

\[(460 \text{ W/node with 1 radio}) \times (720 \text{ hrs/month}) \times (12 \text{ months/1 year}) = 3,974 \text{ kWh/year. Thus, } (3,974 \text{ kWh/year}) \times ($0.103 \text{ /kWh}) = $409.32 \text{ per year.}\]

In the event LICENSEE proposes modifications to its Equipment which would decrease or increase its expected electrical service usage, the Parties shall recalculate the annual power charge and amend the applicable Supplement. The Parties acknowledge and agree that the electrical service rate calculation set forth above assumes that the host electrical circuit for the LICENSOR Pole is able to accommodate the power requirements of LICENSEE's Equipment. Notwithstanding LICENSOR's provision of electrical service to LICENSEE, LICENSOR expressly reserves the right to maintain, repair, use and operate LICENSOR's Poles, and its facilities thereon, in such a manner as well best enable it to fulfill its own service requirements. LICENSOR shall not be liable to LICENSEE for any interruption of electrical service to LICENSEE's Equipment attached to LICENSOR's Poles arising in any manner out of LICENSOR's maintenance, repair, use or operation thereof.

d. LICENSEE shall be permitted at any time during the Term of each Supplement to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at a Site), a temporary, portable power source to keep LICENSEE’s communications facility operational, along with all related equipment and appurtenances within or on the Site, in such locations as reasonably approved by LICENSOR, so long as such temporary power source and related equipment and appurtenances do not interfere with snow removal, street maintenance resurfacing, repair, or rehabilitation, or construction or repairs on the applicable Property; impair traffic; impede sight lines; cause a nuisance; or violate LICENSOR's generally applicable Code
Standards then in effect. If the Property, or alternate property owned and operated by the LICENSOR in the immediate area of the Site, will not accommodate such portable power source, related equipment, and appurtenances, it shall be LICENSEE's responsibility to locate auxiliary sites and secure any permits or permissions for such other property, at its sole expense. LICENSOR will not be responsible for theft, vandalism, or damage to any such temporary equipment.

e. On all Supplements with a Commencement Date other than January 1st, the first year's rent shall be prorated to the end of the calendar year in which the Commencement Date occurs. Similarly, for all Supplements that expire or otherwise terminate on a date other than December 31st, the rent shall be prorated from the beginning of the year to the end of the month in which the Supplement expires or otherwise terminates. Subsequent to the initial payment of prorated rents in the year of the Commencement Date, the rent due hereunder for all subsequent years shall be paid in annual installments prior to January 1st of each succeeding year. If any annual rental payment due under this Agreement and the applicable Supplement is not received by LICENSOR within thirty (30) calendar days of the date such payment is due, LICENSEE shall pay to LICENSOR, upon receipt of an invoice therefor, a late charge equal to 1.25% of the amount due for each month and/or fraction thereof during which the payment remains due and unpaid.

f. Upon request of the LICENSOR, LICENSEE shall pay rent by means of a bank draft (check) payable to LICENSOR. Upon mutual agreement, electronic funds transfer may be used rather than a check, and in such event LICENSOR agrees to provide the documentation and information required by LICENSEE for such purposes.

g. For any party to whom rental payments are to be made, LICENSOR or any successor-in-interest of LICENSOR hereby agrees to provide to LICENSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms, if required; and (iii) other documentation to verify LICENSOR’s or such other party's right to receive rental payments as is reasonably requested by LICENSEE. Rent shall accrue in accordance with this Agreement, but LICENSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LICENSEE. Upon receipt of the requested documentation, LICENSEE shall deliver the accrued rental payments as directed by LICENSOR.

VIII. EXTENSIONS

This Agreement shall automatically be extended for one (1) additional five (5) year extension term unless LICENSEE terminates this Agreement at the end of the initial term by giving LICENSOR written notice of the intent to terminate at least six (6) months prior to the end of the initial term. Subject to termination by either LICENSEE or LICENSOR as permitted pursuant to Article XIV, each Supplement shall automatically be extended for two (2) additional five (5) year extension terms unless either Party terminates a Supplement at the end of the then-current term by giving the other Party written notice of the intent to terminate at least six (6) months prior to the end of the then-current term. The initial term and extension terms under this Agreement or a Supplement shall be collectively referred to herein as the "Term." Notwithstanding anything to the contrary contained herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to each remaining Supplement then in effect until the expiration or termination of such Supplement.
IX. USE; GOVERNMENTAL APPROVALS

LICENSEE shall use the Sites only for the Approved Use. It is understood and agreed that LICENSEE's license to use the Sites is contingent upon its obtaining and maintaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or other municipal authorities, as well as a satisfactory structural analysis, and a radio frequency analysis as stated in the "ENVIRONMENTAL" provisions, below. LICENSOR shall not interfere with or object to LICENSEE's effort to obtain such approvals. LICENSOR shall not be responsible for any fees or costs associated with such approvals, and shall not be responsible for preparing or filing applications, conducting tests or surveys, or compliance with other specific license application requirements such as compliance, where required, with the National Environmental Policy Act, the National Historic Preservation Act, or any other requirements specific to municipal approvals. In the event that: (i) any application for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated; or (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the "NOTICE" provisions, below, and shall be effective upon the later of: (a) the receipt of such notice; (b) upon such later date as designated by LICENSEE; or (c) upon LICENSEE's removal of the Equipment as required herein. All rentals paid prior to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder, and LICENSEE's obligation to remove its Equipment, conduits, and all personal property from LICENSOR's Site and Property and restore the Site and Property as provided in Article XVI, below. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement.

X. INDEMNIFICATION

LICENSEE shall indemnify and hold LICENSOR harmless from and against any third party claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of any act or omission of LICENSEE, its employees, Contractors, or agents, in connection with this Agreement, including but not limited to LICENSEE's installation of any LICENSOR Pole on a Property or LICENSEE's Approved Use, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LICENSOR, its employees, contractors, or agents. LICENSOR will provide LICENSEE with prompt, written notice of any written claim covered by this indemnification; provided that any failure of LICENSOR to provide any such notice, or to provide it promptly, shall not relieve LICENSEE from its indemnification obligations in respect of such claim, except to the extent LICENSOR can establish actual prejudice and direct damages as a result thereof. LICENSOR will cooperate appropriately with LICENSEE in connection with LICENSEE's investigation and defense of such claim. LICENSEE shall not settle or compromise any such claim without the prior written consent of LICENSOR, unless the settlement (i) will be fully funded by LICENSEE, and (ii) does not contain an admission of liability or wrongdoing by LICENSOR. Nothing in this Agreement shall be construed as a waiver of LICENSOR's sovereign or any other immunity or defense available to LICENSOR, or its appointed or elected officials, officers, and employees.
XI. INSURANCE

a. LICENSEE shall obtain and maintain, at all times during the Term of this Agreement and each Supplement the following types of insurance in the following amounts: (i) Commercial General Liability insurance with a limit of $3,000,000 per occurrence and $4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; and (ii) Worker's Compensation insurance as required by law and employer's liability insurance in an amount of $500,000 bodily injury each accident, $500,000 disease each employee, and $500,000 disease policy limit.

b. The insurance coverages identified in this Article: (i) except Workers' Compensation and employer's liability, shall include the LICENSOR as an additional insured as its interests may appears under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the LICENSOR; (iii) contain a waiver of subrogation for the LICENSOR's benefit; and (iv) will be obtained from insurance carriers having an A.M. Best rating of at least A-VII.

c. Upon full execution of this Agreement, and prior to submitting any applications for the placement of LICENSEE's Equipment on any LICENSOR Pole, or requesting any permits or other authorizations required by LICENSOR's Code Standards in connection with any work to be performed by LICENSEE pursuant to this Agreement, and upon each policy renewal, LICENSEE shall provide LICENSOR with a Certificate of Insurance to provide evidence of the insurance coverages required under this Agreement. LICENSEE will endeavor to provide LICENSOR with thirty (30) calendar days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

d. Any insurance provider(s) of LICENSEE shall be admitted and authorized to do business in the State of South Dakota.

XII. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party, or any of its respective agents, representatives, or employees, for any lost revenue, lost profits, loss of technology, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

XIII. ONE-CALL RESPONSIBILITY

LICENSEE shall become a member of South Dakota One-Call if required by SDCL Ch. 49-7A. When provided with notification by the South Dakota One-Call Center, established to comply with South Dakota Codified Law (SDCL) 49-7A and Administrative Rule Article 20:25, LICENSEE will provide LICENSOR with a Certificate of Insurance to provide evidence of the insurance coverages required under this Agreement. LICENSEE will endeavor to provide LICENSOR with thirty (30) calendar days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

d. Any insurance provider(s) of LICENSEE shall be admitted and authorized to do business in the State of South Dakota.
any claims, damages, penalties, and fees levied or charged to LICENSOR which arise from LICENSEE’s failure to provide one-call markings or failure to provide adequate markings.

XIV. ANNUAL TERMINATION

Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date of such Supplement provided that three (3) months’ prior written notice is given to LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder, and LICENSEE’s obligation to remove its Equipment, conduits, and all personal property from LICENSOR’s Site and Property and restore the Site and Property as provided in Article XVI, below. At any time following the sixth (6th) anniversary of the Commencement Date of any Supplement, LICENSOR shall have the right to terminate such Supplement upon the annual anniversary of the Commencement Date of such Supplement, provided that twelve (12) months' prior written notice is given to LICENSEE of such termination. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder, and LICENSEE’s obligation to remove its Equipment, conduits, and all personal property from LICENSOR’s Site and Property and restore the Site and Property as provided in Article XVI, below.

XV. INTERFERENCE

a. LICENSEE, in the performance and exercise of its rights and obligations under this Agreement and any Supplement, agrees to install Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards, or otherwise interfere in any manner with the equipment of any higher priority users (as set forth in Paragraph III.d) including, but not limited to, the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, irrigation systems, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communications facilities including preexisting small wireless facilities, cable television, location monitoring services, public safety and other then-existing telecommunications equipment, utility, or any municipal property, without the express written approval of the LICENSOR or other higher priority users, or except as otherwise permitted with regard to LICENSOR’s Properties pursuant to this Agreement. In the event any LICENSEE Equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference (which notice may be provided by electronic mail delivery to the email address provided by LICENSEE) and by calling LICENSEE’s NMC (at (800) 264-6620), LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference including, but not limited to, at LICENSEE's option, powering down the interfering equipment and later powering up the interfering equipment for intermittent testing. LICENSEE agrees to cooperate with subsequent users of any Site to resolve issues affecting interference with signals.

b. The LICENSOR agrees that after the LICENSEE has attached Equipment to a specific Site, other tenants, licensees, or LICENSOR Pole users who currently have or in the future
take possession of space at the Site, with the exception of any higher priority users, will not be permitted to install new or additional equipment at the Site that is of the type and frequency which would cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing Equipment of LICENSEE, or otherwise interfere with the existence and operation of equipment of higher priority users. More specifically, the LICENSOR will attempt to require each subsequent user to provide the LICENSOR with either of the following: (a) a radio frequency interference study carried out by an independent professional radio frequency engineer ("Independent RF Engineer") approved by the LICENSOR showing that such subsequent user's proposed use will not interfere with any existing, licensed communications facilities, LICENSOR's licensed and unlicensed communications facilities, or other higher priority users, if any; or (b) a certificate of compliance from a professional radio frequency engineer employed by or chosen by the subsequent user verifying that the installation by the subsequent user, along with LICENSEE's Equipment, will result in signals that are in compliance with then-existing RF emission requirements of the FCC and that such user's equipment will not cause interference with LICENSOR's, LICENSEE's or any other third party's existing use of the LICENSOR Pole at the Site. Similarly, at LICENSOR's request or as required by LICENSOR's Code Standards, LICENSEE shall provide the information under subclause (b) in the preceding sentence with respect to any Site with existing communications facilities of LICENSOR or any other third party user.

c. The LICENSOR does not warrant that LICENSEE will be free from interference caused by third parties. However, in the event the LICENSEE claims interference by a subsequent user or a prior user claims interference by LICENSEE, the LICENSOR may attempt to facilitate discussions between the parties. Otherwise, LICENSEE and other users must hire their own professional radio frequency engineers or engage in dispute resolution against the other (including court action, as necessary).

d. Where agreed by LICENSEE and any other user(s), determinations as to the occurrence of harmful interference may be made by an Independent RF Engineer, which agreement would also address the party responsible for the costs of the Independent RF Engineer's analysis. If additional dispute resolution is necessary, LICENSOR shall encourage the affected parties to resolve the dispute as quickly and efficiently as possible, at no cost to the LICENSOR.

e. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Article, and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

XVI. REMOVAL AT END OF TERM

LICENSEE shall, upon expiration of the Term of a Supplement, or within ninety (90) calendar days after any earlier termination, remove its Equipment, conduits, fixtures, and all personal property and restore the Site to its original condition, reasonable wear and tear and damage by fire or other casualty or third parties excepted. LICENSOR agrees and acknowledges that all of the Equipment, conduits, fixtures, and personal property of LICENSEE shall remain the personal property of LICENSEE, and LICENSEE shall have the right to remove the same at any time during the Term. All LICENSOR Poles, conduit, and pole boxes of LICENSOR are and shall remain property of LICENSOR. If at such time for removal LICENSEE fails to timely remove its
Equipment, LICENSEE shall pay rent at 150% of the then-existing monthly rate, or the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures, and all personal property are completed. However, if LICENSEE's Equipment, conduits, fixtures, and all personal property are not removed within six (6) months of expiration of the Term of a Supplement, or any earlier termination, such items shall become the property of LICENSOR and LICENSOR shall dispose of items as it desires without any compensation to LICENSEE.

**XVII. NO REPRESENTATION OR WARRANTY - CONDITIONAL GRANT**

LICENSOR makes no representation or warranty regarding the condition of its title to the Property or its right to grant to LICENSEE use or occupation thereof under this Agreement. The license granted herein is "AS IS, WHERE IS." LICENSOR is entering into this Agreement, and LICENSEE's use of the Property is subject to LICENSEE's own investigation and acceptance. LICENSEE's rights granted pursuant to this Agreement are subject and subordinate to all limitations, restrictions, and encumbrances relating to LICENSOR's interest in the Property that may affect or limit LICENSOR's right to grant those rights to LICENSEE. This Agreement is not an Easement and does not create or grant any rights to LICENSEE except as stated herein.

**XVIII. ASSIGNMENT**

This Agreement and each Supplement under it may be sold, assigned, or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the Sites are located by reason of a merger, acquisition or other business reorganization. LICENSEE shall provide written notice of any such sales, assignments, or transfers within sixty (60) calendar days thereof. This Agreement and each Supplement may not otherwise be sold, assigned, or transferred without the prior written consent of LICENSOR, not to be unreasonably withheld, conditioned, or delayed. No change of stock ownership, partnership interest or control of LICENSEE shall constitute an assignment hereunder. In the event of any sale, assignment, or transfer, LICENSEE shall not be relieved of any of its obligations under this Agreement or any of the Supplements whose term has not expired or otherwise terminated at the time of such sale, assignment, or transfer, except to the extent otherwise provided in writing by the Parties.

**XIX. NOTICES**

Except where this Agreement expressly authorizes the delivery of notice by electronic mail delivery or by telephone, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):
LICENSOR: City of Rapid City  
Attention: Director of Public Works  
300 6th Street  
Rapid City, South Dakota 57701

With a copy to:

City of Rapid City  
Attention: Traffic Engineer  
300 6th Street  
Rapid City, South Dakota 57701

LICENSEE: CommNet Cellular Inc.  
d/b/a Verizon Wireless  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notwithstanding the above, notice given by electronic mail delivery shall be deemed given when sent to an electronic mail address as provided to the sender pursuant to this Agreement, or to which the recipient has consented in writing to receive such notice. Changes to electronic mail addresses by either Party shall be delivered to the other Party by electronic mail delivery or in writing pursuant to this Article. Any demand for arbitration or any summons and complaint served on the LICENSOR must be served on the LICENSOR's Mayor and City Attorney as provided by law.

XX. RECORDING AND PUBLIC RECORDS

Upon request by LICENSEE, LICENSOR agrees to execute a Memorandum of Supplement, the form of which is as reasonably approved by LICENSOR, and which LICENSEE may record, at LICENSEE's cost, with the LICENSOR's Register of Deeds. The date set forth in the Memorandum of Supplement is for recording purposes only and bears no reference to commencement of either the Term or rent payments. This Agreement and all Supplements thereto are subject to disclosure as public records under South Dakota law. To the extent permissible under South Dakota laws, LICENSEE may identify information, such as trade secrets, propriety financial records, customer information, or technical information, submitted to the LICENSOR as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LICENSOR. The LICENSOR shall treat any information so marked as confidential until the LICENSOR receives any request for disclosure of such information. Within three (3) Business Days of receiving any such request, the LICENSOR shall provide LICENSEE with written notice of the request, including a copy of the request, at Verizon Wireless – West Territory, Attention: Real Estate Manager, 10801 Bush Lake Road, Bloomington, Minnesota 55438. LICENSEE shall have three (3) Business Days within which to provide a written response to the LICENSOR, before the LICENSOR will disclose any of the requested confidential information. In the event the LICENSOR provides its notice to the LICENSEE more than three
(3) Business Days after receipt of a public information request, LICENSOR will extend the period for responding to the public information request, such that the LICENSEE will have three (3) Business Days to respond. The LICENSOR retains the final discretion to determine whether to release the requested confidential information, in accordance with such laws.

XXI. DEFAULT

In the event there is a breach by a Party with respect to any of the provisions of this Agreement or a Supplement, or its obligations hereunder or thereunder, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) Business Days in which to cure any breach; provided the breaching Party shall have such extended period as may be required beyond the thirty (30) Business Days if the breaching Party commences the cure within the thirty (30) Business Day period and thereafter continuously and diligently pursues the cure to completion. A Party's failure to cure a breach within the time period set forth herein shall constitute a "Default."

XXII. REMEDIES

a. In the event of a Default by either Party, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement and/or the applicable Supplement and/or may pursue any remedy now or hereafter available to the non-defaulting Party under applicable Laws, including the judicial decisions of the State of South Dakota. Further, upon a Default, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf including, but not limited to, the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party within forty five (45) calendar days of invoice therefor.

b. Termination or interpretation of this Agreement is a contract matter and does not constitute a matter for which an administrative contested case hearing is required under SDCL Ch. 1-26.

XXIII. ENVIRONMENTAL

a. Unless and to the extent waived by LICENSOR in writing, prior to installing any LICENSOR Poles or Equipment on any Site or Property, LICENSEE must obtain, at LICENSEE's cost, a radio frequency interference study carried out by an Independent RF Engineer for that Site showing that LICENSEE's use will not interfere with any existing, licensed communications facilities, or LICENSOR's licensed and unlicensed communications facilities, or other higher priority users, if any; provided, however, in lieu of obtaining the services of an Independent RF Engineer, the LICENSEE may provide a certificate of compliance from a professional radio frequency engineer employed by or chosen by the LICENSEE verifying that the installation will be in compliance with then-existing RF emission requirements of the FCC and that LICENSEE's Equipment will not cause interference with LICENSOR's or any other third party's use of the LICENSOR Pole or the Site or Property. When an Independent RF Engineer is utilized, such engineer shall be approved by the LICENSOR and shall provide its evaluation to LICENSOR and
LICENSEE no later than thirty (30) Business Days after LICENSOR provides its frequencies to LICENSEE. LICENSEE or the Independent RF Engineer will independently obtain information on frequencies of third parties. LICENSEE shall not transmit or receive signals at the Property until such evaluation has been satisfactorily completed and demonstrates that such interference will not occur.

b. LICENSEE shall conduct a radio frequency compliance evaluation at a Site following LICENSEE’s initial RF transmissions on the Site. LICENSEE shall be responsible for all costs of the evaluation. LICENSEE shall confirm the results of the evaluation in writing to LICENSOR upon its completion. LICENSOR is not required to conduct radio frequency compliance evaluations with respect to LICENSEE's Equipment.

c. LICENSEE shall implement all measures at the transmission site required by FCC regulations including, but not limited to, posting signs and markings. LICENSOR shall cooperate with and permit LICENSEE to implement all measures required in order for LICENSEE to fulfill its FCC obligations. LICENSEE agrees that in the event any future party causes the entire Site to exceed FCC radio frequency limits, as measured on the Site, LICENSEE shall not hold LICENSOR liable for such interference or for the cost of any actions required by LICENSEE, if any, under applicable Laws to mitigate or reduce the cumulative radio frequency exposure at the Site.

d. LICENSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LICENSEE shall indemnify and hold harmless LICENSOR from claims to the extent resulting from LICENSEE’s violation of any applicable EH&S Laws, and shall also indemnify and hold harmless LICENSOR to the extent that LICENSEE causes a release of any regulated substance into the environment. LICENSOR shall indemnify and hold harmless LICENSEE, to the extent permitted by law, from claims to the extent resulting from LICENSOR's violation of any applicable EH&S Laws, and shall also indemnify and hold harmless LICENSEE, to the extent permitted by law, to the extent LICENSOR causes a release of any regulated substance into the environment. The Parties recognize neither Party shall be responsible to the other Party for any environmental condition or issue except to the extent resulting from that Party's specific activities and responsibilities. In the event that LICENSEE encounters any hazardous substances that do not result from its activities, it shall immediately provide written notice to LICENSOR of such condition, and may relocate its facilities to avoid such hazardous substances to a mutually-agreeable location.

XXXIV. CASUALTY

In the event of damage by fire or other casualty to any Site that cannot reasonably be expected to be repaired within forty-five (45) calendar days following the same or which LICENSOR elects not to repair, or if the Site is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Site for more than forty-five (45) calendar days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Site, terminate the Supplement upon fifteen (15) calendar days’ prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire
with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement. The rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's Approved Use of the Site is impaired.

XXV. APPLICABLE LAWS

a. "Laws" means any and all applicable laws, rules, regulations, ordinances, resolutions, judicial decisions, rules, permits, and approvals applicable to LICENSEE's use, including LICENSOR's Code Standards, FCC 18-133 and EH&S Laws, that are in force on the date of this Agreement or as subsequently issued or lawfully adopted, amended or enacted. LICENSEE shall comply with all Laws with respect to LICENSEE's use. LICENSOR shall treat LICENSEE in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and is no more burdensome than other users of the ROW or LICENSOR Poles. This Agreement shall in no way limit or waive either Party's present or future rights under Laws.

b. In the event FCC 18-133 and/or rules promulgated in accordance with such Order is/are reversed or vacated in whole or in part in a final decision issued by a court of competent jurisdiction or otherwise amended or vacated by the FCC or federal law, the Parties shall negotiate, in good faith, and attempt to reach a mutually agreed amendment to this Agreement; provided, however, except to the extent required by any such court decision, FCC order or by law, the terms of any such amendment shall not be applied to Supplements then in effect unless each Party, at its sole discretion, expressly so agrees in the amendment.

XXVI. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, neither LICENSOR nor LICENSEE shall be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement, or any Supplement, due to an event or events reasonably beyond the ability of LICENSEE or LICENSOR to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, earthquakes, fire, floods, explosions, epidemics, tornadoes and work delays caused by waiting for utility providers to service or monitor or provide access to either (i) LICENSOR's Poles to which LICENSEE's Equipment is attached or to be attached, or (ii) conduits in which LICENSEE's facilities are located or to be located.

XXVII. CONDEMNATION

If the whole or any part of any Property shall be taken by any public authority under the power of eminent domain, or is sold to any entity having the power of eminent domain under threat of condemnation, then the term of this Agreement or the applicable Supplements shall cease as of the date of the granting of the petition or the date of the closing. All rentals payable or paid to said termination date shall be paid to, or retained by, LICENSOR, as applicable. Any award, compensation, or damages shall be paid to and be the sole property of LICENSOR, but nothing herein shall preclude LICENSEE from claiming against the condemning authority with respect to moving expenses and loss of personal property, and, if applicable, receiving an award therefor.
XXVIII. MISCELLANEOUS

This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises, and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises, or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy, or proceeding. This Agreement may not be amended or varied except in a writing signed by both Parties. This Agreement shall extend to and bind the permitted successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights hereunder, shall not waive such rights, and such Party shall have the right to enforce such rights at any time. The performance of this Agreement and each Supplement shall be governed, interpreted, construed, and regulated by the laws of the state in which the Site is located without reference to its choice of law rules. Venue and jurisdiction for disputes arising under this Agreement shall be in the Seventh Circuit Court of Pennington County, South Dakota or the United States District Court for the District of South Dakota, as applicable.

[Remainder of this Page Intentionally Blank-Signatures on Following Page]
IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

LICENSOR:
City of Rapid City, South Dakota

By: ________________________________
Name: ______________________________
Title: Mayor
Date: ______________________________

LICENSEE:
CommNet Cellular Inc. d/b/a Verizon Wireless

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
EXHIBIT A
LICENSE SUPPLEMENT

1. This License Supplement ("Supplement"), is made this ___ day of _____________, 20__, between the City of Rapid City, South Dakota, with its principal offices located at 300 6th Street, Rapid City, South Dakota 57701 ("LICENSOR"), and CommNet Cellular Inc. d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LICENSEE").

2. Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between LICENSOR and LICENSEE, dated the ___ day of _____________, 20__, LICENSEE Contract No. ________ (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Agreement and this Supplement, the terms of the Agreement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

3. Site. LICENSOR hereby leases to LICENSEE certain spaces on and within LICENSOR's Property located at <INSERT SITE ADDRESS>, including, without limitation, approximately (____) square feet of Equipment space on the LICENSOR Pole. The Equipment and cabling space are as shown on Exhibit 1, attached hereto and made a part hereof. [ALTERNATE LANGUAGE TO INCLUDE FOR USE OF REPLACEMENT LICENSOR POLE: LICENSOR shall deliver the Site to LICENSEE in a condition ready for LICENSEE's construction of its improvements and clean and free of debris. Notwithstanding the foregoing, LICENSOR makes no representations or warranties to LICENSEE with regard to the condition or structural capacity of LICENSOR's Pole. LICENSEE acknowledges and agrees that LICENSOR delivers the Site and LICENSOR Pole for LICENSEE's use in its current "AS IS, WHERE IS" condition.]

☐ Check here to confirm that the LICENSOR Pole is owned by the LICENSOR.

4. Term. The Commencement Date and the Term of this Supplement shall be as set forth in Article VII of the Agreement.

5. Consideration. Annual rent for this Supplement shall be $165.00 payable in annual installments.

6. Utilities. [ALTERNATE LANGUAGE TO INCLUDE FOR SHARED POWER: In consideration for the electrical service, for each year during the Term LICENSEE shall pay LICENSOR a flat rate of $_______ per year for its power consumption (the "Power Charge"). The annual Power Charge shall be paid in annual installments, and shall commence and be paid concurrently with rent pursuant to Paragraph 5 above. In the event LICENSEE proposes equipment modifications which would decrease or increase its annual

Exhibit A
1 of 4
electrical service usage, the Parties shall recalculate the annual Power Charge and amend this Supplement.]

[ALTERNATE LANGUAGE TO INCLUDE FOR METERED POWER: LICENSEE shall furnish and install an electrical meter at the Site for the measurement of electrical power used by LICENSEE's Equipment, and LICENSEE shall pay the electrical service provider directly.]

7. **Site Specific Terms.** (Include any Site-specific terms)

   a. [ALTERNATE LANGUAGE TO INCLUDE FOR REPLACEMENT LICENSOR POLES: LICENSOR Pole Replacement by LICENSEE. LICENSEE agrees to construct, at its cost, LICENSOR's Pole on the Site according to the location, size, and specifications contained within the final Construction Plans as approved in writing by LICENSOR. LICENSOR shall deliver the Site to LICENSEE in a condition ready for LICENSEE's construction of its improvements and clean and free of debris. LICENSEE acknowledges and agrees that LICENSOR delivers the Site for LICENSEE's use in its current "AS IS, WHERE IS" condition. LICENSEE agrees that the LICENSOR Pole will be constructed in a good and workmanlike manner in accordance with the approved plans and specifications unless otherwise approved in writing by LICENSOR, which approval shall not be unreasonably withheld, conditioned, or delayed.]

[Remainder of Page Intentionally Blank- Signatures on Following Page]
IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

LICENSOR:

City of Rapid City, South Dakota

By: [EXHIBIT ONLY - NOT FOR EXECUTION]

Print Name: ________________________________
Title: ________________________________
Date: ________________________________

LICENSEE:

CommNet Cellular Inc. d/b/a Verizon Wireless

By: [EXHIBIT ONLY - NOT FOR EXECUTION]

Print Name: ________________________________
Title: ________________________________
Date: ________________________________
EXHIBIT 1

Site Plan
(Include Map, LICENSOR Pole Diagram, Site Plan, Survey and Table for each LICENSOR Pole Location)