# RIGHT-OF-WAY LICENSE AGREEMENT

THIS RIGHT-OF-WAY LICENSE AGREEMENT (this "License Agreement" or "Agreement") is dated as of____________________, 2024, (the "Effective Date"), and entered into by and between the TOWN OF BLADENSBURG, a Maryland municipal corporation (the "Town"), and CROWN CASTLE FIBER LLC, a New York limited liability company ("Grantee").

## RECITALS

A. Grantee owns, constructs, operates, maintains, and/or controls, in accordance with regulations promulgated by the Federal Communications Commission ("FCC") and the Maryland Public Service Commission, a telecommunications Network or Networks (as defined below) utilizing wireless Equipment (as defined below) certified by the FCC.

B. For purpose of operating the Network, Grantee wishes to locate, place, attach, install, operate, control, and maintain, upgrade and enhance Equipment in the Public Way (as defined below) on facilities owned by third parties authorized to use the Public Way, and/or the Town.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

**1. DEFINITIONS.** The following definitions shall apply generally to the provisions of this License Agreement:

1.1 Affiliate: when used in relation to Grantee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

1.2 Annual Facility Fee: means the fee defined in Section 4.1 hereof.

1.3 Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around Poles and other Municipal Facilities and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), the regulations of the FCC and the Occupational Safety and Health Administration ("OSHA"); and provisions of the Town's building and zoning codes, each of which is incorporated by reference in this Agreement; and other reasonable safety and engineering requirements of the Town or other federal, State, authority with jurisdiction over Poles or Town Facilities.

1.4 Attaching Entity: means any public or private entity, including Grantee that, pursuant to a license agreement with the Town, places an Attachment on a Pole or otherwise in Town rights-of-way.

1.5 Attachment(s): means Communications Facilities that are placed directly on Poles, including radios, antenna, and associated cables and hardware, as those Attachments are described in Appendix

A or, if not appearing in Appendix A, then as approved in writing by the Town Engineer and filed with the Department of Public Works prior to their placement.

1.6 Authorizations: means the applicable permissions Grantee must obtain to deploy or operate the Network and/or provide Services, which may include License Agreements; licenses, permits, zoning approvals, variances, and exemptions; grants of authority to use private rights of way and/oreasements or facilities; agreements to make attachments to Poles, ducts, conduits, manholes, and thelike; and any other applicable approval of a governmental authority or third persons with respect to
(i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any applicable requirement by a governmental authority for the engagement in a business or enterprise.

1.7 Capacity: means the ability of a Pole to accommodate an Attachment based on Applicable Standards, including space and loading considerations.

1.8 Carrier Customer: means a wireless communications carrier that is a customer of Grantee and that has authorized Grantee to install and maintain its facilities in the Public Way.

1.9 Collocation: means the mounting of Equipment on a pre-existing Pole or other support structure.

1.10 Communications Facilities: means all property of Grantee and/or its Carrier Customers, including Equipment, fiber optic cable, and any New Poles enabling the provision ofCommunications Service utilizing Grantee's Network in the Town.

1.11 Communication Services: means wireless and wireline access, transmission, and transport of commercial mobile radio services and private mobile services, as those terms are defined in 47 U.S.C.
§ 332, that are provided by Grantee or its Affiliates using the Network pursuant to, and authorized by, federal or state law.

1.12 Conduit: means enclosed underground raceways capable of protecting fiber optic and other communications and electrical cables, including associated individual ducts, inner ducts, manholes, handholes, vaults, pull-boxes, and trenches.

1.13 Construction Drawings: means a complete set of printed plans and diagrams accurately depicting conditions of the installation of Attachments on Poles or other support structures, herein referenced as Poles. Construction Drawings must be stamped by a Maryland registered professionalengineer and demonstrate adherence to all Applicable Standards. Construction Drawings must include, at a minimum:

1.13.1 One drawing of the Pole prior to installation of any Attachments;

1.13.2 One drawing of the Pole subsequent to installation of all Attachments;

1.13.3 Details of the Pole base, concrete footing, anchor bolts, and connecting Conduit containing electric and fiber optic cables;

1.13.4 Details of all Attachments, including their dimensions, color and weights; and,

1.13.5 Structural analyses and load calculations of the Pole with all installed Attachments for dead, live, wind, and ice loading, sufficiently demonstrating that the Communications Facilities shall not adversely affect the structural integrity of the Pole or other Town Facilities.

1.14 Contingent Alternative Fee: means the fee defined in Section 4.3 hereof.

1.15 Decorative Streetlight Pole: means any Streetlight Pole that incorporates artistic design elements not typically found in standard-design or conventional steel, concrete, or aluminumStreetlight Poles.

1.16 Distributed Antenna System or DAS: means a Network of multiple, spatially separated antenna Nodes connected to a common source via a high-capacity transport medium (such as fiber optic cable), for the purpose of providing wireless Communications Service within a geographic area.

1.17 Emergency: means a situation that, in the reasonable discretion of the Town or Grantee, if not remedied immediately, poses an imminent threat to public health, life, or safety, damage to propertyor a service outage.

1.18 Equipment: means (a) the optical converters, antennas, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, remote radioheads, antennas, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment, whether referred to singly or collectively,to be installed or operated by Grantee hereunder; that (b) falls within the definition of "small wireless facilities" set forth in the rules of the FCC, 47 CFR § 1.6002(l).

1.19 FCC: means the Federal Communications Commission.

1.20 Fee or Fees: mean, individually, or collectively, the Annual Facility Fee, the Contingent Alternative Fee, or the Right-of-Way Fee.

1.21 Grantee: means Crown Castle Fiber LLC, and its lawful and permitted successors, assigns, and transferees.

1.22 Hazardous Substances: means those hazardous substances listed by the Environmental Protection Agency ("EPA") in regularly released reports and any other substances incorporated into the State of Maryland's list of hazardous substances, and all types of petroleum-related substances and their chemical constituents.

1.23 ILEC: means the Incumbent Local Exchange Carrier that provides basic telephone services, among other telecommunications services, to the residents of the Town.

1.24 Inadequate Pole: means inadequate pole as defined in Section 15.1.

1.25 Installation Date: means the date that the first Equipment is installed by Grantee pursuant tothis License Agreement.

1.26 Laws: means any and all applicable and lawful statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Town, State, United States, FCC, or other governmental agency having joint or several jurisdiction over the parties to this License Agreement.

1.27 Municipal Facilities: means any Town-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, or electroliers, other supporting structures (collectively "Town-owned Poles" or "Town Poles"), located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used, and the Town rights-of-way.

1.28 Network: means one or more of the DAS or Small Cell networks, or portions of those networks, owned or controlled by Grantee and located within the Town.

1.29 New Pole: means new pole as defined in Section 12.1.

1.30 Node: means an electronic device that is attached to the Network, and is capable of creating, receiving, or transmitting information over a communications channel.

1.31 Occupancy: means the use or reservation of space for Attachments on a Pole.

1.32 Pedestals/Vaults/Enclosures: means above or below-ground housings that are not attached to Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point.

1.33 Permit: means, depending on the context, written or electronic authorization by the Town for Grantee to make, maintain or remove Attachments to specific Poles pursuant to the requirements of this Agreement and the Town Code or to perform work in or occupy the Town's Public Way.

1.34 Permit Application: means, depending on the context, an application by Grantee to occupy or perform work in a Town Public Way or an application to attach wireless Equipment to a Town-owned Pole or other facility, or both.

1.35 Pole: means a pole or other support structure in the Rights of Way whether owned or controlled by the Town, by Grantee, or a third party and capable of supporting Attachments for Communications Facilities.

1.36 Pole Make-Ready or Make-Ready Work: means all work that is reasonably required to safely accommodate the installation of Grantee's Communications Facilities on Poles and/or to comply with all Applicable Standards. Make-Ready Work may be conducted by the Town, by Grantee, or a third-party owner of a Pole(s). Such work may include, but is not limited to, repair, rearrangement, replacement and construction of Poles and connections; inspections; engineering work and certification; permitting work; tree trimming (other than tree trimming performed for normal maintenance purposes); site preparation; and electrical power configuration. Make-Ready Work does

not include Grantee’s routine maintenance.

1.37 Post-Construction Inspection: means the inspection by the Town or Grantee, or some combination of both, to verify that the Attachments have been made, and Make-Ready Work performed, in accordance with Applicable Standards and the Permit.

1.38 Pre-Construction Survey: means all work, inspections or operations required by Applicable Standards and/or Town to determine the Make-Ready Work necessary to accommodate Grantee’s Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing.

1.39 Replacement Pole: means the replacement pole as defined in Section 15.1.

1.40 Reserved Capacity: means capacity or space on a Municipal Facility that the Town has reserved for its own future Town requirements at the time of the Permit grant, including the installation of communications Attachments for governmental purposes.

1.41 Right-of-Way Fee: means the fee defined in Section 4.2 hereof.

1.42 Rights of Way or “Public Way” means the space in, upon, above, along, across and over the public streets, roads, highways and public ways owned or controlled by the Town as the samenow or may hereafter exist, that are under the jurisdiction of the Town This term shall not include (a) any county, state or federal rights of way or any property owned by any person or entity otherthan the Town public utility easements or public improvement easements, whether owned by the Town or others, except as provided by applicable Laws or pursuant to any agreement between the Town and any such person or entity under which the Town may grant access to that easement for Small Cells, or (b) any property owned by the Town, such as a park or property on which Town buildings are located, that is not a street or right of way, which the Town may authorize the Granteeto use, and which are appropriate for placement of the Facilities. By way of example and not limitation, the term does not include structures, buildings, or other improvements, regardless of whether they are situated in a right of way.

1.43 Riser: means metallic or plastic encasement materials placed vertically on or within a Pole to guide and protect wires and cables.

1.44 Services: means Communications Services.

1.45 Small Cell/Small Wireless Facility: means a wireless communications facility that meets eachof the following conditions: (A) the facility: (i) is mounted on a structure 50 feet or less in height, including the antenna, or (ii) is mounted on a structure no more than 10 percent taller than other adjacent structures, or (iii) does not extend the existing structure on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater; (B) each antenna associated with the facility, excluding associated equipment, is no more than three cubic feet in volume; (C) all other wireless equipment associated with the structure, including the equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in

volume; and (D) the facility does not result in human exposure to radio frequency (RF) radiation in excess of all applicable FCC safety standards.

1.46 Streetlight Pole: means any standard-design or conventional concrete, fiberglass, metal, or wooden pole used for streetlighting purposes.

1.47 Tag: means to place distinct markers, or the distinct markers themselves, on Communications Facilities, coded by color or other means, specified by the Town or, if not specified by the Town consistent with local industry standards, that will readily identify the type of Attachment (e.g., cable TV, telephone, high-speed broadband data, public safety) and its owner.

1.48 Tax: means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the Town lawfully imposed by any governmental body (but excluding any utility users' tax, the Fees as defined herein, communications tax, or similar tax or fee).

1.49 Town: means the Town of Bladensburg.

1.50 Unauthorized Attachment: means any Communications Facilities that do not appear in Appendix A or that otherwise fail to the meet the definition of the term "Attachment" provided in this Agreement and which are placed on Pole(s) without the approval required by this Agreement. The term includes any structure on a Town Public Way not authorized by this Agreement and the Town Code.

**2. TERM.** This Agreement shall become effective upon the approval of the Town and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for an initial term of five(5) years Grantee may extend the term of this Agreement for an additional five (5) years following the initial term by providing Town notice of its intent to renew not less than six (6) months prior to the expiration of the initial term. Either party may terminate this Agreement at the end of the initial term or a renewal term by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such notice must be given least one hundred twenty (120) calendar days prior to the end of the then-current term. The initial term and all renewal terms shall be collectively deemed the "Term" of this Agreement.

In the event that the Town determines in its sole discretion that it is in its best interest to authorize Prince George's County to administer the installation, maintenance and operation of Small Wireless Facilities in the Rights-of-Way under the Town jurisdiction, this Agreement may be terminated upon six months written notice to Grantee, at no cost to the Town provided however that any Small Wireless Facilities that have been lawfully installed by Grantee shall continue to be authorized for the approved Term.

**3. SCOPE OF LICENSE AGREEMENT.** Any and all rights expressly granted to Granteeunder this Agreement, which shall be exercised at Grantee's sole cost and expense, shall be subject to the prior and continuing right of the Town under applicable Laws to use any and all partsof the Public Way exclusively or concurrently with any other person or entity, and shall be further

subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Grantee a real property interest in land, including any fee, leasehold interest, or easement, and neither this Agreement nor any permit issued pursuant hereto or to any provision of applicable Law shall constitute an assignment of any of the Town rights in or to any Municipal Facility. Any work performed pursuant to the rights granted under thisLicense Agreement shall be subject to the reasonable prior review and approval of the Town

3.1 Attachment to Municipal Facilities. Subject to the terms and conditions herein and to the requirements of applicable Law, the Town hereby authorizes and permits Grantee to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove, reattach, upgrade, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services. Unless otherwise agreed, to the extent Grantee requires electric service for its Communications Facilities, it shall obtain such power pursuant to standard application to the electric utility company. Unless specifically agreed, Grantee shall not tap into or otherwise utilize the Town electric service at a Pole.

3.2 Attachment to Third-Party Property. Subject to applicable Law and to Grantee obtaining the permission of the owner(s) of the affected property, the Town hereby authorizes and permits Grantee to enter upon the Public Way and to locate, place, attach, install, operate, maintain, remove, reattach, upgrade, reinstall, relocate, and replace such number of Equipment in or on Poles or other structures located within the Public Way owned by public utility companies or other property owners as may be permitted by the public utility company or property owner, as the case may be. Subject to the requirements of Chapter 22, Division 3, "Streets and Sidewalks," of the Town Code, as may be amended or recodified from time to time, and only where third-party Poles or other property is not reasonably available for attachment of Equipment, Grantee may install its own Poles in the Public Way, consistent with the requirements that the Town imposes on similar installations made by other similarly-situated persons that use and occupy the Public Way.

3.3 Preference for Municipal Facilities. In any situation where Grantee has a choice of attachingits Equipment to either Municipal Facilities or third-party-owned property in the Public Way, Grantee agrees to attach to the Municipal Facilities, provided that such Municipal Facilities are atleast equally suitable functionally for the current and future operation of the Network.

3.4 No Interference. Grantee, in the performance and exercise of its rights and obligations under this License Agreement, shall not interfere in any adverse manner with the existence and operation of the Public Way or any and all private rights of way, sanitary sewers, water mains, storm drains, gas mains, Poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or Town property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this License Agreement. The Town agrees to require the inclusion of the same or a similar prohibition on interference as that stated above in any right-of-way use agreements the Town may enter into after the Effective Date with other communications service providers and carriers.

3.5 Use of Town Conduit. For the deployment of new fiber optic cable in the Public Way to connect Communications Facilities, and for which Conduit is required, Grantee may, but is not required, to use existing Town-owned Conduit subject to separate agreement by the parties. In the event the parties do not reach such agreement, or there is no available, existing Town-owned Conduit or Grantee-owned conduit to access the Poles, Grantee may in coordination with the Town construct additional Conduit in the Public Way. All such construction shall be consistent with Town requirements and specifications applied in a non-discriminatory manner to similarly situated occupants. This Agreement does not contemplate or authorize the installation or operation of cableswithin Town owned Conduit, and such use will only be allowed pursuant to a separately negotiated conduit use agreement or rider hereto.

3.6 Permit Issuance Conditions. The Town will issue one or more Permit(s) to Grantee only when the Town determines, in its sole judgment, exercised reasonably, that, in the case of the use of Municipal Facilities, there is sufficient capacity to accommodate the requested Attachment(s), andthat in all cases (i) Grantee meets all requirements set forth in this Agreement, and (ii) such Permit(s) comply with all Applicable Standards and with applicable Law, including, without limitation, Chapter 172 of the Town Code.

3.7 Reserved Capacity. Access to space on Municipal Facilities will be made available to Grantee with the understanding that said Municipal Facilities will be subject to Reserved Capacity for future Town use. On giving Grantee at least one hundred twenty (120) calendar day's prior notice, Town may claim such Reserved Capacity at any time following the installation of Grantee'sAttachment if required for the Town future public service requirements. Where possible, Town shall give Grantee the option to remove or relocate its Attachment(s) from the affected Municipal Facility or Municipal Facilities or to pay for the cost of any Make-Ready Work needed to accommodate the Town needs while maintaining Grantee's Attachment on the affected Town-owned Pole(s). Grantee shall be responsible for the costs of removing its Communications Facilities or rearranging the Town-owned Pole to accommodate the Town Attachments. Notwithstanding the above, any Town-owned Pole that has been enlarged, replaced, or otherwise improved by Grantee at its expense, shall not be subject to Reserved Capacity to the extent of such enlargement, replacement, or improvement.

3.8 Town Rights Over Town-owned Poles. The parties agree that this Agreement does not in any way limit the Town right to locate, operate, maintain, or remove Town-owned Poles in the manner that will best enable it to fulfill its service, safety, and vehicular and pedestrian transportation requirements or to comply with any federal, state, or local legal requirement.

3.9 Other Agreements. Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit the Town from fulfilling any agreement or arrangement regarding Town-owned Poles into which the Town has previously entered, or may enter in the future,with others not party to this Agreement, subject to the terms hereof and provided any such future agreement or arrangement over which the Town has control does not interfere with the rights provided to Grantee under this Agreement.

3.10 Permitted Uses. This Agreement is limited to the uses specifically stated in the recitals setforth above, and no other use of the Public Way or Municipal Facilities shall be allowed without

the Town's express written consent to such use. Nothing in this Agreement shall be construed torequire the Town to allow Grantee to use Town-owned Poles or Town-owned Conduit after the termination of this Agreement.

3.11 Enclosures. Unless they are installed underground, Grantee shall not place Pedestals or Vaults within four (4) feet of any Pole without the Town's prior written permission. If permission is granted, all such installations shall be subject to, and in compliance with, the Applicable Standards and applicable Law. Such permission shall not be unreasonably withheld, conditioned, delayed, or denied. Further, Grantee agrees to move any such above-ground Pedestals or Vaults in order to provide sufficient space for the Town to set a replacement Town-owned Pole.

3.12 Closing of Public Ways. Nothing in this Agreement shall be construed as a waiver or releaseof the rights of the Town in and to the Public Ways. In the event that all or part of the Public Ways within an area of the Town are (1) closed to pedestrian and/or vehicular traffic and/or utilities and services comparable to Services; or (2) vacated or if ownership of the land under the affected Public Ways is otherwise transferred to another person, all rights and privileges granted pursuant to this Agreement with respect to such Public Ways, or any part of such Public Ways so closed, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Grantee shall thereafter remove its Network and Equipment from such Public Ways within six
(6) months of receiving notice. If such closing, vacation, or transfer of any Public Way is undertaken for the benefit of any private person, the Town shall, as appropriate, condition its consent to such closing, vacation, or transfer of such Public Way on the agreement of such private person to: (i) grant Grantee the right to continue to occupy and use such Public Way; or (ii) reimburse the Grantee for its reasonable costs to relocate the affected part of the Network. The Town shall provide reasonable prior notice to Grantee of any such closing, vacation, or transfer to allow Grantee to remove its Network where the right to continue to occupy and use such Public Way is not reserved for Grantee.

3.13 Police Power Preserved. This Agreement and Grantee's activities in the Public Way are subject to the lawful exercise of the Town police power, and nothing in this Agreement shall beconstrued to be a waiver of or limitation upon the Town police power.

3.14 Compliance with Laws. Grantee shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this License Agreement. Grantee shall apply for, at its sole cost and expense, and obtain all applicable federal, state, county, and Town permits and/or Authorizations required in order to install, construct, operate, maintain, or otherwise implement and use its Network and Equipment in the Public Way, including, but not limited to, a right-of-way construction permit, building permits, and any applicable variance, conditional use permit, ministerial permit, or special exception required under the Town Code or the Town zoning regulations. Grantee shall pay, as they become due and payable, all fees, charges, taxes and expenses, associated with such permits and/or other Authorizations. If Grantee is unable to obtain any necessary permits or Authorizations as required in this Section, Grantee shall have the right, without obligation, to terminate this Agreement or the applicable Attachment(s) immediately.

**4. COMPENSATION; UTILITY CHARGES.** Grantee shall be solely responsible for the payment of all lawful Fees in connection with Grantee's performance under this License Agreement, including those set forth below.

4.1. Recurring Fees. The Town shall set an annual recurring fee per small wireless attachment consistent with applicable federal, state and local law.

4.2. Accounting Matters. Grantee shall keep accurate books of account at its office in Washington,DC, or such other location of its choosing for the purpose of determining the amounts due to the Town under § 4.1, § 4.2 or § 4.3 above, as applicable. The Town may inspect Grantee's books of account relative to the Town at any time during regular business hours on thirty (30) days' prior written noticeand may audit the books from time to time at the Town sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 4.1 above. The Town agrees to hold in confidence any non-public information it learns from Grantee to the fullest extent permitted by Law. In the event that the Town must pursue any action against Grantee to obtain the access required herein to the books of account or to collect any fee owed under § 4.1 above, including but not limited to litigation, the Town shall be entitled to its reasonable costs of collection, including attorneys' fees and travel expenses by its staff to the place of Grantee's production of books of account, if the Town establishes that it has been denied the required access to records or that there has been a material underpayment of fees. Materiality shall mean, for purposes of this Section, an amount equal to 5% of the annual Fees due to the Town under § 4.1.

4.3. Non-Recurring Application Fee. To reimburse Town costs incurred relating to inspection and application processing, Grantee shall be charged a one-time, non-refundable Application Fee offive hundred dollars ($500.00) for each collocation application for 5 or fewer Poles in the Rights ofWay, plus one hundred dollars ($100) per additional Pole above 5, or $1,000 per application for each New Pole installed by Grantee in the Rights of Way to which it seeks to make an Attachment. Town may adjust the non-recurring application fee consistent with applicable federal and state law.

4.4. Adjustment: The Town reserves the right to adjust the Application Fee from time to time to cover actual and documented costs incurred in processing Applications; provided such adjustment is consistent with applicable federal and state law. Failure to include Application Fees with a Permit application will cause the application(s) to be deemed incomplete, and the Town will not process such application(s) until the Application Fees are paid. The Town will make timely and reasonable efforts to contact Grantee should its Application Fee not be received.

4.5. Refunds. No Fees or other charges specified herein shall be refunded on account of any surrender of a Permit granted under this Agreement, except in the case of the Town default.

4.6. Late Charge. If the Town does not receive payment for any Fee or other amount owed under this Agreement within sixty (60) calendar days after it becomes due, Grantee shall pay interest to Town at the rate of three percent (3%) per month.

4.7. Charges and Expenses. Grantee shall reimburse the Town and any other Attaching Entity for those actual and documented costs, including without limitation the cost of Make-Ready-Work, for

which Grantee is otherwise responsible under this Agreement, consistent with applicable federal and state law.

4.8. Advance Payment. The Town in its sole discretion will determine the extent to which Grantee will be required to pay in advance estimated costs, including, but not limited to, administrative, construction, inspections, and Make-Ready Work costs, in connection with the initial installation or rearrangement of Grantee's Attachments pursuant to the procedures set forth in Sections 9 and 14 below.

4.9. True-Up. Whenever the Town in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Grantee and the actual cost of the activity exceeds the advance payment of estimated expenses, Grantee agrees to pay Town for the difference in cost, provided that Town documents such costs with sufficient detail to enable Grantee to verify the charges. To the extent that Town actual cost of the activity is less than the estimated cost, Town shall refund to Grantee the difference in cost.

4.10. Determination of Charges. Wherever this Agreement requires Grantee to pay for work doneor contracted by the Town the charge for such work shall include all reasonable and actually incurred material, labor, engineering, administrative, and applicable overhead costs, provided such costs are consistent with applicable federal and state law. The Town shall bill its services based upon actual and documented costs, and such costs will be determined in accordance with the Town cost accounting systems used for recording capital and expense activities. All such invoices shall includean itemization of dates of work, location of work, labor costs per hour, persons employed, and costsof materials used.

4.11. Work Performed by Town Wherever this Agreement requires the Town to perform any work, Town in its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.

4.12. Fee Payments. Unless otherwise directed, all Fee payments to the Town should be mailed to the following address and to the attention of:

Town Treasurer
Town of Bladensburg
4229 Edmonston Road
Bladensburg, MD 20710

## 5. CONSTRUCTION.

5.1 Compliance with Standards. Grantee shall comply with all applicable and lawful federal, State, and Town codes, specifications, and requirements, if any, related to the construction, installation, operation, maintenance, and control of Grantee's Equipment installed in the Public Way and on Municipal Facilities in the Town Grantee shall not attach, install, maintain, or operate any Equipment in or on the Public Way and/or on Municipal Facilities without the prior approval of the Town for each location.

5.2 Obtaining Required Permits for work in Public Way. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Way shall require any Permits, Grantee shall, if required under applicable Town ordinances or regulations, apply for the appropriate Permitsand pay any standard and customary Permit fees, so long as the Permit fees and process that the Town requires of Grantee are comparable to the permit fees and process that the Town applies to the ILECor the cable provider(s).

5.3 Relocation and Displacement of Equipment. Grantee understands and acknowledges that the Town may require Grantee to relocate one or more of its Equipment installations on a Town-owned Pole. Grantee shall, at the Town direction, relocate such Equipment, whenever the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Town or other public project; (b) because the Equipment is reasonably considered to be interfering with or adversely affecting proper operation of Town-owned Poles, traffic signals, or other Municipal Facilities; or (c) the Equipment or New Pole is reasonably considered to be interfering with the safe and efficient use of Public Ways by vehicular and pedestrian traffic. In any such case, the Town shall use its best efforts to afford Grantee a reasonably equivalent alternate location. If Grantee shall fail to relocate any Equipment as requested by the Town within a reasonable time under the circumstances, which time shall be no less than sixty (60) days except in the case of Emergency, in accordance with the foregoing provision, the Town shall be entitled to remove or relocate the Equipment, without further notice to Grantee. To the extent the Town has actual knowledge thereof, the Town will attempt promptly to inform Granteein writing of the displacement or removal of any Pole on which any Equipment is located.

5.4 Damage to Public Way. Whenever the removal or relocation of Equipment or a New Pole is required or permitted under this License Agreement, and such removal or relocation shall cause the Public Way to be damaged, Grantee, at its sole cost and expense, shall promptly repair and return the Public Way in which the Equipment is located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Grantee does not repair the site as required herein, then the Town shall have the option, upon thirty (30) days' prior written notice to Grantee, to perform or cause to be performed such reasonable and necessary work on behalf of Grantee and to charge Grantee for the actual costs incurred by the Town at the Town's standard rates. Upon the receiptof a demand for payment by the Town accompanied by an invoice setting forth those costs, Grantee shall promptly reimburse the Town for such costs.

## 6. SPECIFICATIONS.

6.1. Installation. When a Permit is issued pursuant to this Agreement, Grantee's Equipment shall be installed and maintained in accordance with the requirements and specifications of the Town and must comply with all Applicable Standards. Grantee shall be responsible for the installation and maintenance of its Equipment. Grantee agrees that it will use commercially reasonable efforts not, directly or indirectly, to create, incur, assume or suffer to exist any lien, whether mechanics, materialman, stop notice, or other, resulting from any work performed pursuant to this License Agreement, and will, in all cases and at its sole expense, promptly take any action as may be necessary to discharge any such lien that may arise despite Grantee's commercially reasonable efforts.

6.2 Installation Plan. The installation of Equipment or any New Pole shall be made in accordance with plans and specifications approved by the Town in this License Agreement, under Town Code Chapter 103"Streets and Sidewalks," and any regulations promulgated thereunder, and after obtaining all necessary and applicable Permits for allwork in the Public Way. Grantee shall submit to the Town Department of Public Works an initial installation plan, and any subsequent work plans concerning installations not addressed in the initialwork plan, which shall include fully dimensioned site plans and specifications that are drawn to scaleand show (1) the specific Equipment or New Pole, (2) the specific proposed location of such Equipment (including specific identification of each Attachment to a Town-owned, Grantee-owned, or third-party structure located in the Public Way) or New Pole; (3) the route of fiber optic cable utilized by the Network; (4) the proposed type of construction materials for all structures, and (5) any other details that the Town may reasonably request which are also applicable to other entities installing facilities in the Public Way.

6.3. Approval by Town Grantee shall not attach, install, maintain, or operate any Communications Facilities in or on the Public Way until plans for such work have been approved bythe Town (which shall not be unreasonably withheld, delayed, conditioned or denied), and all necessary Permits have been properly issued. Substantial modification to an installation plan(including, for example, a change of Node location) made in the course of construction shall requirethe written consent of the Town upon which the Town shall act promptly, and may requiremodification of an existing or issuance of a new Permit. Modifications shall not be considered substantial and shall not be subject to additional Permitting to the extent that they satisfy the requirements set forth in Section 8.2. Approval of plans and specifications and the issuance of any Permits by the Town shall not release Grantee from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits.Grantee shall be responsible for notifying the Town and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected Town - approved permits, as may be necessary. The Town shall use its best efforts to promptly respond to a request for plan approval or modification within 60 days and will cooperate with Grantee to facilitatethe prompt processing and issuance of any required Permits.

6.4. Maintenance of Facilities. Grantee shall, at its own expense, make and maintain its Attachment(s) and Equipment in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this License Agreement to the contrary, Grantee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are required by any revised Applicable Standards. Grantee shall use its commercially reasonable efforts to coordinate construction and maintenance of its Communications Facilities with the appropriate Town agencies to minimize unnecessary disruption. Prior to commencing construction, installation or maintenance activities, Grantee shall acquire all required Town Permits.

6.5. Tagging. Grantee shall Tag all of its Attachments to Poles as specified by the Town and/or applicable federal and state regulations, which will allow for ready identification of the type of Attachment and its owner. The Town shall be responsible for periodically inspecting its Attachments to ensure they are tagged with approved permanent identification markers.

6.6. Interference. Grantee shall not allow its Communications Facilities to impair the ability of the Town or the Town agent to use Poles or Municipal Facilities, nor shall Grantee's Communications Facilities cause any radio frequency interference to the operation or function of any Town radio communications facilities on or in the vicinity of Poles or other Municipal Facilities. The Communications Facilities shall comply with applicable law concerning radio frequency emissions and interference with other communications facilities in the Rights of Way. All transmitters shall have all necessary protection, for example cavity filtering and transmitter isolators, to eliminate anyRF degradation of the received signal to any other user within the Permit Area

6.7. RF. Grantee is solely responsible for the radio frequency ("RF") emissions emitted by its Communications Facilities and associated Equipment. Grantee is jointly responsible for ensuring RF exposure from its emissions, in combination with the emissions of all other contributing sources of RF emissions, is within the limits permitted under all applicable rules of the FCC. To the extent required by FCC rules, Grantee shall install appropriate signage to notify workers and third parties of the potential for exposure to RF emissions.

6.8. Protective Equipment. Grantee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities.

6.9. Cut-Off Switch. Grantee shall install an equipment power cut-off switch as directed by the Town and consistent with Applicable Standards and the Town specifications for every Town Pole or to which Grantee has attached Communications Facilities. The Town will specify instances where these power cut-off facilities and associated equipment need to be pad-mounted. In ordinary circumstances, the Town authorized field personnel will contact Grantee's designated point of contact to inform Grantee of the need for a temporary power shut-down. Upon receipt of the call, Grantee will power down its antenna remotely, which shall occur during normal business hours andwith twenty-four (24) hours advance notice. In the event of an Emergency, the power-down will be with such advance notice as may be practicable and, if circumstances warrant, employees and contractors of the Town may accomplish the power-down by operation of the power disconnect switchwithout advance notice to Grantee and shall notify Grantee as soon as possible. In all such instances,once the work has been completed and the worker(s) have departed the exposure area, the party whoaccomplished the power-down shall restore power and inform Grantee as soon as possible that powerhas been restored.

6.10. MPE Report. With the application, Grantee shall furnish the Town a site-specific Report on Maximum Permissible Exposure (MPE) Evaluation regarding radio frequency emissions and maximum exposure for humans, as it relates to Grantee's Attachment(s).. Failure to provide the report or failure to comply, in a timely manner, with FCC standards for limiting human exposure to radio frequency emissions shall be an event of default.

6.11. County Design Manual Applicable.

Licensee shall perform all Small Wireless Facility installations, modifications, operation, and maintenance in adherence the Prince George's County Design Manual for Small Wireless Facilities ("Manual"), as amended, which is incorporated herein by reference, except when in conflict with Town Code. In addition to the requirements of the Manual, installations on Town property and rights-of-way shall comply with the following supplemental requirements:

Grantee shall remove all of its trash and debris from the Permit Area at the end of each workday and on completion of each project.

6.12. Emergency Contact Information. Grantee shall provide emergency after-hours contact information to the Town to ensure proper notification in case of an Emergency. Information will include 24/7 telephone and cell phone information, and a list of duty managers by district and escalation procedures.

6.13. Violation of Specifications. If Grantee's Attachments, or any part of them, are installed, used,or maintained in violation of this Agreement, and Grantee has not corrected the violation(s) within thirty (30) days from receipt of written notice of the violation(s) from the Town the provisions of Section 27 shall apply. When the Town believes, however, that such violation(s) pose an Emergency,the Town may perform such work and/or take such action as it deems necessary without first giving written notice to Grantee. As soon as practicable afterward, the Town will advise Grantee of the work performed or the action taken. Grantee shall be responsible for all actual and documented costs incurred by the Town in taking action pursuant to this Section. Grantee shall indemnify the Town for any such work.

6.14. Restoration of Town Service. The Town service restoration requirements shall take precedence over any and all work operations of Grantee on Town-owned Poles.

## 7. PRIVATE AND REGULATORY COMPLIANCE.

7.1. Necessary Authorizations. Before occupying any Poles or other property of another person, Grantee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any applicable, required authorization to construct, operate, or maintain its Communications Facilities on public or private property. The Town retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Grantee. Grantee's obligations under this Section 7.1 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the Services that it provides over itsCommunications Facilities. Grantee shall defend, indemnify, and reimburse the Town for all losses, costs, and expenses, including reasonable attorneys' fees, to the extent the Town may incur same as a result of claims by governmental bodies, owners of private property, or other persons, that Granteedoes not have sufficient rights or authority to attach Grantee's Communications Facilities on Poles or other property or to provide particular services.

7.2. Lawful Purpose and Use. Grantee's Communications Facilities must at all times serve a lawful purpose, and the use of such Communications Facilities or Equipment must comply with all applicable federal, state and local Law.

7.3. Forfeiture of Town Rights. No Permit granted under this Agreement shall extend, or be deemed to extend, to any Town-owned Poles or other Municipal Facilities, to the extent that Grantee's Attachment would result in a forfeiture of the Town rights. Any Permit that would result in forfeiture of the Town rights shall be deemed invalid as of the date that the Town granted it and require the immediate removal of the Attachment. If Grantee does not remove its Communications Facilities in

question within sixty (60) days of receiving written notice from the Town the Town may at its option perform such removal at Grantee's expense. Notwithstanding the forgoing, Grantee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Grantee shall indemnify the Town for liability, costs, and expenses, including reasonable attorneys' fees, that may accrue during Grantee's challenge.

7.4. Effect of Consent to Construction/Maintenance. Consent by the Town to the construction or maintenance of any Attachments by Grantee shall not be deemed consent, authorization, or acknowledgment that Grantee has obtained all required Authorizations with respect to such Attachment.

## 8. PERMIT APPLICATION PROCEDURES.

8.1. Submission and Review of Permit Application. Before making any Attachment to a Pole or modifications to any existing Attachment, Grantee shall submit a properly executed Permit Application, which shall include a Pre-Construction Survey and detailed plans for the proposed Attachment or modification certified by a licensed professional engineer, a description of any necessary Make-Ready Work to accommodate the Attachment or modification, and a proposed schedule for completion, along with any required fees and/or bonds. Before performing any work in any Public Way, Grantee shall submit a properly executed Permit application for that purpose, along with any required fees and/or bonds. The Town acceptance of the submitted design documents or the issuance of the Permit does not relieve Grantee of full responsibility for any errors and/or omissions in the engineering analysis. The Town shall review and respond to such properly executedand complete Permit Application for routine installations as promptly as is reasonable, with a goal of providing a response during normal circumstances within sixty (60) days of receipt.

8.2. Modifications. Notwithstanding the requirements of § 8.1, and except for Right-of-Way Permits, modifications shall not be subject to the additional permitting to the extent that: (i) such modification to the Attachment involves only substitution of internal components, and does not resultin any change to the external appearance, dimensions, or weight of the Attachment, as approved by the Town; or (ii) such modification involves replacement of the Attachment with an Attachment that is the same, or smaller in weight and dimensions of the previously approved Attachment. If the modification results in a change to the level of RF emissions, the Grantee shall furnish the Town a Report on Maximum Permissible Exposure (MPE) Evaluation regarding radio frequency emissionsand maximum exposure for humans, as it relates to the Attachments proposed for modification.

8.3. Professional Certification. Prior to installing any new Attachment, or modifying any existing Attachment in a manner resulting in additional weight or volume being placed on a Pole, and unless otherwise waived in writing by the Town, as part of the Permit application process and at Grantee's sole expense, a qualified and experienced third-party inspector, authorized by the Town, must participate in the Pre- Construction Survey, conduct the Post-Construction Inspection, and certify that Grantee's Communications Facilities or Equipment can be and were installed on the identified Poles in compliance with the Applicable Standards and in accordance with the Permit. The Town may require

Grantee's professional engineer to conduct a post-construction inspection that the Town will verify by means that it deems to be reasonable.

8.4. Permit as Authorization to Attach. Upon completion and inspection of any necessary Make-Ready Work, Town will issue the Permit, which shall serve as authorization for Grantee to make its Attachment(s).

8.5. Notification to Town Within thirty (30) days of completing the installation of an Attachment, Grantee shall provide written notice to the Town

8.6. Appearance. Grantee shall cooperate with the Town on all issues of aesthetics and appearance and shall obtain design and location approval from the Town Engineer for all attachments that are subject to this Agreement. Grantee shall follow all legally binding Town policies and state and local ordinances with respect to aesthetics and appearance for the duration of the License Agreement.

## 9. MAKE-READY WORK AND INSTALLATION.

9.1. Who May Perform Make-Ready Work. For Attachments to Town-owned Poles, the Town may give Grantee the option of either having Grantee perform any necessary Make-Ready Work through the use of qualified contractors authorized by the Town or having the Town perform any necessary Make-Ready Work at Grantee's cost.

9.2. Payment for Make-Ready Work. Upon completion of the Make-Ready Work performed by the Town at the request of Grantee pursuant to Section 9.1 above, the Town may invoice Grantee for the Town actual and documented cost of such Make- Ready Work.

9.3. Grantee's Installation/Removal/Maintenance Work. All of Grantee's installation, removal, and maintenance work, by either Grantee's employees or authorized contractors, shall be performedat Grantee's sole cost and expense, in a good and workmanlike manner, and must not adversely affectthe structural integrity of Poles or other Attaching Entity's facilities or equipment. All of Grantee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all Applicable Standards, which shall include obtaining the necessary Permits prior to engaging in work to remove Communication Facilities. Grantee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards.

## 10. POST CONSTRUCTION INSPECTIONS BY TOWN AND MAINTENANCE.

10.1. Town Right to Inspect. At any time, the Town or its contractors may perform a post-installation inspection of each Attachment made to the Poles. Periodic inspections with regard to ongoing conditions shall be addressed as set forth under Section 17.

10.2. No Liability or Waiver. If the Town elects not to perform any post-installation inspection, such non-inspection shall not be grounds for any liability being imposed on the Town or a waiver ofany liability of Grantee.

10.3. Remediation of Violations. If the post-installation inspection reveals that Grantee's facilitieshave been installed in violation of Applicable Standards or the approved design described in the Application, the Town will notify Grantee in writing, and Grantee shall have thirty (30) days from the date of receipt of such notice to correct such violation(s), or such other period as the parties may agree upon in writing, unless such violation creates an Emergency in which case Grantee shall makeall reasonable efforts to correct such violation immediately. The Town may perform subsequent post-installation inspections within thirty (30) days of receiving notice that the correction has been madeas necessary to ensure Grantee's Attachments have been brought into compliance.

10.4. Additional Remedies. If Grantee's Attachments remain out of compliance with Applicable Standards or approved design after any subsequent inspection, consistent with Section 17, the Town will provide notice of the continuing violation and Grantee will have thirty (30) days from receipt of such notice to correct the violation; otherwise, the provisions of Section 18 shall apply.

10.5. Abatement of Hazards. Grantee shall keep its Equipment free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference in violation of Applicable Standards or Laws. If the Town gives Grantee writtennotice of a failure by Grantee to maintain its Equipment, Grantee shall use its best efforts to remedysuch failure within forty-eight (48) hours after receipt of such written notice.

10.6. Maintenance Work. Grantee will be given reasonable access to each of its Equipment in the Public Way for the purpose of routine maintenance, repair, or removal of its Equipment. If any such maintenance activities have the potential to result in an interruption of any Town services at the affected Municipal Facility, Grantee shall provide the Town with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to Town services.

10.7. Damage to Municipal Facilities or Streets. Grantee shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, Municipal Facilities, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extentcaused by Grantee's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of its Equipment in the Public Way. Grantee shall promptly repair such damage and return the Public Way and any affected Municipal Facilities and adjacent property to a safe and satisfactory condition to the Town in accordance with the Town applicable street and Municipal Facilities restoration standards or to the property owner if not the Town Grantee's obligations under this Section 10.7 shall survive for one (1) year past the completion of such reparation and restoration work.

10.8. No graffiti. Grantee shall at all times keep and maintain its Equipment free of all graffiti located thereon. The Town shall notify Grantee in writing if graffiti is located on any Equipment. Thirty (30) days after notice in writing is received by Grantee, the Town shall have the right to abateany graffiti present on any Equipment, and Grantee shall reimburse the Town all costs directly attributable to graffiti abatement of Facilities which are incurred by Town within thirty (30) days of the Town presenting Grantee with a statement of such costs.

**11. ELECTRICITY USE.** Grantee shall be responsible for obtaining and paying for any and all electrical utility service that Grantee requires for the use or maintenance of its Communications Facilities or Equipment. The Town will reasonably cooperate with Grantee in an effort by Grantee to obtain electrical service from a location serving a Town facility. Grantee shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment's usage of electricity and applicable tariffs.

**12. NEW POLES; POLE REPLACEMENT.**

12.1. New Poles. Grantee shall not erect Poles, conduits, or other Equipment in a Public Way without all necessary permits and authorizations and the express permission of the Town Grantee acknowledges that, except for Replacement Poles (as defined in Section 15), the installation of new stand-alone Poles in the Rights of Way ("New Poles") is not the Town preference and agrees to limit such requests as set forth in Section 3.2. In the event the construction of one or more New Polesis necessary to execute Grantee's planned installation of Communications Facilities, Grantee may request Town approval to construct, at Grantee's sole expense, New Poles that will comply with all Applicable Standards and all applicable Laws, including without limitation Town Code Chapter 103. Any New Poles constructed by Grantee shall reasonably comport with the character, height and dimensions of then-existing Poles in the area. The Town shall consider any request to construct aNew Pole in a nondiscriminatory manner and shall accommodate Grantee's request to the same or substantially similar extent as the Town accommodates such requests from other providers of communications services within the Town.

12.2. Town Use of New Poles. During the Term of this Agreement, and upon Grantee's prior written approval which shall be provided or refused in Grantee's reasonable discretion, and provided Grantee and Town enter into an attachment agreement under mutually acceptable terms, the Town may attach Town facilities to any New Poles for Town governmental purposes (and not for any other purpose unless agreed by Grantee), including but not limited to streetlights and other lighting. The Town right to use New Poles pursuant to this limited and non-exclusive license shall be subject to the following conditions: (i) such use does not interfere with Grantee's present or future use of its Network or Equipment; (ii) such use by the Town is consistent with the structural capacity of the New Poles taking into account Applicable Standards and there is adequate space available on the New Poles for such Town Use; (iii) the additional or increased costs to Grantee as a result of the shared use is *de minimis*; and (iv) such shared use complies with generally applicable engineeringstandards. Grantee shall not be responsible for maintenance, repair or replacement of Town-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the Town on theNew Poles. The Town shall not be required to pay an annual recurring fee for attachment of public safety devices (e.g., cameras, shot spotters, traffic signs) and banners to any New Poles; provided, however, the Town will be responsible for any costs incurred by Grantee for surveys, make ready work and pole replacement, if necessary. The Town will place, replace, operate, maintain and remove any and all public safety devices and banners at its own expense. At the Town request, Grantee may deed any New Pole to the Town however upon any such deed to the Town Grantee shall not thereafter be subject to the Annual Facility Fee under Section 4.l with respect to its attachment to that New Pole. This Section shall not apply to Replacement Poles or repaired Inadequate Poles (as defined in Section 15), which shall be the property of the Town and therefore subject to Town control.

**13. EFFECT OF FAILURE TO EXERCISE ACCESS RIGHTS.** If Grantee does not exercise any access right granted pursuant to an applicable Permit(s) for a Town-owned Pole within one hundred twenty (120) calendar days of the effective date of such right (unless such time period is extended), the Town may, but shall have no obligation to, use the space scheduled for Grantee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, the Town shall endeavor to make other space available to Grantee, upon its submission ofa new Application, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. For purposes of this Section, Grantee's access rights shall not be deemed effective until a Permit to attach has been issued.

**14. REARRANGEMENTS AND TRANSFERS.**

14.1. Required Transfers of Grantee's Communications Facilities. If the Town reasonably determines that a rearrangement or transfer of Grantee's Attachments on a Town-owned Pole is necessary, the Town will require Grantee to perform such rearrangement or transfer within ninety (90) days after receiving notice from the Town If Grantee fails to rearrange or transfer its Attachmentwithin ninety (90) days after receiving such notice from Town the provisions of Section 18 shall apply, including the Town right to rearrange or transfer Grantee's Attachments ninety (90) days after Grantee's receipt of original notification of the need to rearrange or transfer its facilities. Town shall not be liable for damage to Grantee's facilities except to the extent provided in Section 18. In an Emergency, the Town may rearrange or transfer Grantee's Attachments on Town-owned Poles as it determines to be necessary in its reasonable judgment. In an Emergency, the Town shall provide such advance notice as is practical, given the urgency of the particular situation. The Town shall then provide written notice of any such actions taken within ten (10) days following the occurrence.

14.2. Allocation of Costs. The costs for any rearrangement or transfer of Grantee's Communications Facilities, or the replacement of a Pole in accordance with this Section, shall be allocated to the Town and/or Grantee on the following basis:

14.2.1. If the Town intends to modify or replace a Town-owned Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Grantee costs related to rearrangement or transfer of Grantee's Communications Facilities as a result of modification or replacement of a Town-owned Pole by the Town shall be the responsibility of Grantee.

14.2.2. If the modification or replacement of a Town-owned Pole is necessitated by the requirements of Grantee, Grantee shall be responsible for all costs caused by the modification or replacement of the Pole.

14.2.3. If the modification or the replacement of a Town-owned Pole is the result of an Attaching Entity other than Town or Grantee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Grantee's Communications Facilities. Grantee shall cooperate with such third-party Attaching Entity to determine the costs of moving Grantee's facilities.

14.2.4. If the Town-owned Pole must be modified or replaced for reasons unrelated to the use of the Pole by either Town or Grantee or another Attaching Entity (e.g., storm, accident, deterioration,), the Town shall pay the costs of such modification or replacement, and Grantee shall pay the costs of rearranging or transferring its Communications Facilities.

14.3. Town Not Required to Replace. Nothing in this Agreement shall be construed to require the Town to replace any Pole for the benefit of Grantee.

**15. POLE REPLACEMENTS.**

15.1. Replacement Poles. Where Grantee is unable to place an Attachment on a Town Pole because such Pole is not currently suitable for Grantee's desired Attachment, whether due to decay, damage, deterioration, lack of available pole space or pole height, or in any other way not suitable for Attachment (an "Inadequate Pole"), as determined solely by the Town in its discretion, Grantee may, at its option, arrange for the repair or replacement of such Inadequate Pole, at Grantee's sole cost and upon Town prior written approval. If the Inadequate Pole is replaced, its replacement pole shallbecome a Town "Replacement Pole."

15.2. Town Property. In all instances, a Town Replacement Pole installed by Grantee and a Town Inadequate Pole repaired by Grantee as set forth in Section 15.1 will remain the property of the Town

**16. ABANDONMENT OR REMOVAL OF POLES.** If the Town desires at any time to abandon or remove any Town-owned Poles to which Grantee's Communications Facilities are attached, it shall give Grantee notice in writing to that effect at least one hundred eighty (180) calendar days prior to the date on which it intends to abandon or remove such Poles. Notice may be limited to one hundred twenty (120) calendar days if the Town is required to remove or abandon a Pole as the result of the action of a third party or public necessity, and the lengthier notice period is not practical. If, following the expiration of the notice period, Grantee has not yet removed and/or transferred all of its Communications Facilities, the Town shall have the right, but not the obligation,to remove or transfer Grantee's Communications Facilities at Grantee's expense and Grantee shall be subject to the provisions of Section 18. The Town shall give Grantee prior written notice of any such removal or transfer of Grantee's Communications Facilities. In the event of an emergency, Town shall use all reasonable efforts to notify Grantee prior to removing Grantee's Communications Facility, but in no event later than the next day after such work has occurred.

**17. INSPECTION.**

17.1. General Inspections. The Town reserves the right to make periodic inspections, as conditions may warrant, of Grantee's Attachments and Equipment. Such inspections, or the failure to make such inspections, shall not operate to relieve Grantee of any responsibility or obligation or liability assumed under this Agreement. Post-Construction inspections concerning the compliance of Grantee's installation shall be addressed as set forth in Section 10.

17.2. Periodic Safety Inspections by the Town The Town may at its option perform a safety inspection in all or in part of the territory covered by this Agreement with all Attaching Entities to

identify any safety violations of all Attachments and facilities on Poles or other Municipal Facilities ("Safety Inspection"). Such notice shall describe the scope of the inspection and provide Grantee and all Attaching Entities an opportunity to participate. Grantee shall promptly assist and reasonably cooperate with Town in the conduct of any Safety Inspection.

17.3. Periodic Inspection by Grantee. No less than every five (5) years during the Term, Grantee shall conduct a safety and structural integrity survey of its Attachment(s), Equipment and Poles upon which they are located, which shall be certified by a Town approved third-party vendor. Grantee shall provide a written copy of the results of the survey to the Town promptly thereafter, highlighting, as appropriate to bring to the Town attention, any Poles, Attachments or Equipment presenting a potential structural or public safety issue.

17.4. Corrections.

17.4.1. In the event any of Grantee's Communications Facilities are found to be in violation of the Applicable Standards and such violation poses a potential Emergency, Grantee shall use all reasonable efforts to correct such violation immediately. Should Grantee fail or be unable to correct such Emergency immediately, the Town may correct the Emergency and bill Grantee for one hundred twenty-five percent (125%) of the actual and documented costs incurred. If any of Grantee's Equipment is found to be in violation of the Applicable Standards and such violations do not pose a potential Emergency, the Town shall, consistent with Section 18, give Grantee notice, whereupon Grantee shall have thirty (30) days from receipt of notice to correct any such violation, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within thirty (30) days, such extended time to be not more than an additional sixty (60) days.

17.4.2. If any Municipal Facilities are found to be in violation of the Applicable Standards and specifications and the Town has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Town shall be responsible forthe full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole.

## 18. FAILURE TO REARRANGE, TRANSFER OR CORRECT.

18.1. Town Notice. Unless otherwise agreed, as part of written notice by the Town of a need for Grantee to rearrange, transfer, remove or correct violations, the Town will indicate whether or not the Town is willing to perform the required work.

18.2. Grantee's Election. If the Town indicates in the notice that it is willing to perform the work, Grantee shall have sixty (60) days to notify the Town in writing of its election to either have Town perform the work or that the Grantee will perform the work itself.

18.2.1. If Grantee requests that the Town perform the work, Grantee shall reimburse the Town for the actual and documented cost of such work.

18.2.2. If Grantee either fails to respond or indicates that it will perform the work itself, then until such work is complete and the Town receives written notice of the completion of such work, Grantee shall be subject to such penalties as are specified in the Town Code.

18.2.3. Notwithstanding Grantee's election under Section 18.2.2 to perform the required work itself, commencing on the thirtieth (30th) day after expiration of the time period for completion of the work specified in the original notification, which time period shall be not less than sixty (60) days, the Town may perform the required work at Grantee's expense, or may delegate such authority to another Attaching Entity utilizing a qualified contractor.

18.2.4. If Grantee was required to perform work under this Section 18 and fails to perform such work within the specified timeframe, and the Town performs such work, the Town may charge Grantee an additional ten percent (10%) of its actual and documented costs for completing such work

18.3. Penalty. If the Town indicates in the notice that it is unwilling or unable to perform the work, then until such work is completed and Town receives written notice of the completion of such work, Grantee shall be subject to a penalty as specified in the Town Code.

18.4. Grantee Notice. Grantee shall provide written notification to the Town upon completion of any of the required work and fines will continue to accrue until the Town receipt of such notice of completion.

## 19. ACTUAL INVENTORY.

19.1. Attachment Inventory. At Grantee's reasonable cost, the Town may at intervals of not more often than once every five (5) years perform an actual inventory of the Attachments in all or in part of the territory covered by this Agreement, for the purpose of checking and verifying the number of Grantee Attachments. Such field check shall be made jointly by both parties and shall be at the reasonable cost of Grantee, such costs to be actual and documented, unless Town is also performing an inventory of any other Attaching Entity with Attachments, and then the actual and documented cost shall be shared proportionately among all such Attaching Entities based upon the number of Attachments.

19.2. Attachment Records. Notwithstanding the above inventory provisions of Section 19.1:

19.2.1. Grantee shall furnish to Town annually an up-to-date electronic map depicting the locations of its Attachments, in a format specified by the Town; and

19.2.2. the Town may perform, at its cost, its own inventory of Attachments at any time.

## 20. UNAUTHORIZED ATTACHMENTS.

20.1. Remedies for Unauthorized Attachments. If during the term of this License Agreement, the Town discovers Unauthorized Attachments placed on Poles or otherwise located within the Public Way, the following fees may be assessed, and procedures will be followed:

20.2. Notice. The Town shall provide specific written notice of each violation, and Grantee shall be given sixty (60) days from receipt of notice to contest an allegation that an Attachment is unauthorized (or that Grantee failed to timely provide notice).

20.3. Retroactive Fees. Grantee shall pay the Town Fees retroactively for all Unauthorized Attachments. Grantee shall furnish to the Town notarized documentation as evidence of date of installation for determining retroactive Fees. In the event Grantee is unable to provide documentation, Grantee shall pay retroactive Fees for all Unauthorized Attachments for a period offive (5) years, or for the period commencing from the Effective Date of this Agreement, or from thedate of the last inventory of Grantee's Attachments (whichever period is shortest), at the Fees in effect during such periods.

20.4. Additional Payment. In addition to the retroactive Fees, Grantee shall be subject to the Unauthorized Attachment Penalty of $50.00 for the first offense, and $100.00 per each additional five days the Unauthorized Attachment continues from the date of discovery until removal of the Attachment or appropriate permission for the Attachment is filed by Grantee with the Town in accordance with Section 20.5.

20.5. Application Required. Unless an Unauthorized Attachment is removed by Grantee, Grantee shall submit a Permit application in accordance with Sections 5 and 6 of this License Agreement within five (5) days of receipt of notice from the Town of any Unauthorized Attachment, or such longer time as mutually agreed to by the parties after an inventory.

20.6. The Town Right to Remove. If Grantee fails to submit a Permit application within thirty (30) days of receipt of notice from the Town of any Unauthorized Attachment, or such longer time as mutually agreed to by the parties after an inventory, Town shall have the absolute right to immediately remove any Unauthorized Attachments, and Grantee agrees to pay any and all actual documented costs incurred by the Town with regard to such removal. Removed Grantee Equipment shall be held by the Town for ninety (90) days, or as required under Applicable Law, during which time Grantee may claim Equipment. Following the claim period, Town shall obtain outright ownership of Equipment and may use or dispose of it in any manner whatsoever, and Grantee relinquishes any legal or possessory claim to the Equipment.

20.7. No Ratification of Unauthorized Use. No act or failure to act by the Town with regard to any Unauthorized Attachments shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously Unauthorized Attachment shall not operate retroactively or constitute a waiver by the Town of any of its rights or privileges under this Agreement or otherwise,and Grantee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

## 21. INDEMNIFICATION AND WAIVER.

21.1. Liability. The Town reserves to itself the right to maintain and operate Town-owned Poles and rights-of-way in the manner that will best enable it to fulfill its public service, health and safety obligations. Grantee agrees that its use of the Town Poles and rights-of-way is at Grantee's sole risk. Notwithstanding the foregoing, the Town shall exercise reasonable precaution to avoid damaging Grantee's Communications Facilities and shall report to Grantee the occurrence of any such damage

caused by the Town employees, agents or contractors. Subject to paragraph 22.6, the Town agrees to reimburse Grantee for all reasonable costs incurred by Grantee for the physical repair of facilities damaged by the gross negligence or willful misconduct of Town

21.2. Indemnification by Grantee. Grantee shall indemnify, defend and hold harmless the Town its elected/appointed officials, departments, employees, agents and representatives ("Indemnified Parties") from any and all claims, demands, suits and actions, including attorneys' fees and court costs connected therewith, brought against the Town its elected/appointed officials, departments, employees, agents or representatives arising out of any act or omission of Grantee, its agents, officers or employees, provided, however, that this indemnity shall not apply to claims or actions against the Town or the Town elected/appointed officials, departments, employees, agents or representatives where those claims or actions are the result of the willful or grossly negligent act or omission of the Town its elected/appointed officials, departments, employees, agents or representatives.

## 22. ENVIRONMENTAL

22.1. Grantee shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Permit area by any of Grantee's officers, employees, agents, contractors, invitees and guests. Grantee and Grantee's officers, employees, agents, contractors, invitees and guests shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit area without the Town prior written consent. Notwithstanding the foregoing, Grantee shall be permitted to installand use cables, electronics, backup batteries, common cleaning supplies, and other materials commonly used in the provision of telecommunications services without further consent, provided it does so in accordance with applicable law. Grantee shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the Town and local fire agencies. Installing, utilizing,storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device that holds or incorporates a Hazardous Substance or hazardous waste.

22.2. Release. For all purposes of this Agreement, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.

22.3. Remediation. If Grantee's occupancy, use, development, maintenance, or restoration of the Permit area results in a release of a Hazardous Substance, Grantee shall pay all costs of remediation and removal to the Town satisfaction, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

22.4. Removal. If Grantee or Grantee's officers, employees, agents, contractors, invitees and guests have received approval and permits to store, utilize, generate or install, or otherwise bringHazardous Substances to the Permit area, Grantee shall remove all Hazardous Substances in anytype of container, equipment or device from the Permit area immediately upon or prior to the expiration or earlier termination of this Agreement. The Town reserves the right to conduct inspections of the Permit area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit area. Grantee shall be responsible for any and all costs incurred by the Town to remove any container, equipment or device

requiring disposal or removal as required by this provision.

22.5. Indemnity. Grantee shall protect, defend, indemnify, and hold the Town harmless from and against any and all claims, costs, and expenses related to environmental liabilities resulting from Grantee's occupancy, use, development, maintenance, or restoration of the Permit area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary Town response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Grantee's officers, employees, invitees, guests, agents or contractors, or thepublic; and (vii) all costs of any health assessments or health effect studies. Notwithstanding the foregoing or any other provision in this Agreement, Grantee shall not be liable or responsible forany environmental condition, including the release of Hazardous Substances, that existed before the commencement of Grantee's activities under this Agreement, or that otherwise does not resultfrom the activities of Grantee.

22.6. Notice of Release. If Grantee knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath any portion of the Permit areas as a result of Grantee's activities, Grantee shall immediately notify the Town and any appropriate regulatory or reporting agency pursuant to applicable laws or regulations. Grantee shall deliver a written report thereof to the Town within three (3) calendar days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies asrequired by regulation or law. If Grantee knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, Grantee shall take all actions necessary to alleviate the danger. Grantee shall immediately notify the Town in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit area.

22.7. Environmental Assessment. Upon reasonable cause to believe that Grantee's occupancy, use, development, maintenance, or restoration of the Permit area resulted in any Hazardous Substance being released on, from or beneath any portion of the Permit areas, the Town may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of Maryland. The environmental assessment shall be obtained at Grantee's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by Grantee's occupancy, use, development, maintenance, or restoration of any affected portion of the Permit area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by the Town state or federal laws, statutes, ordinances or regulations, or require future restrictions on use of the Permit area, and if the presence of Hazardous Substances did not exist before the commencement of Grantee's activities under this Agreement, then the environmental assessment shall include (a) a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal; and (b) estimates of the cost of such remediation or removal. Grantee shall cause, or if Grantee fails to do so within a reasonable period of time, as determined by Town in its sole discretion, then Town may cause, the remediation and/or removal recommended in the environmental assessment necessary to achieve compliance with environmental laws and regulations, and Grantee shall pay all costs and expenses therefor. The provisions of this Paragraph shall survive the termination or expiration of this Agreement. In the event Grantee is performing excavation work and encounters a Hazardous Substance, it will stop work and promptly notify the Town Grantee shall not resume

work until approval from the Town which approval shall not be unreasonably withheld, conditioned or delayed.

22.8. No Consequential Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential, incidental, indirect, liquidated, or special damages or lost revenue or lost profits arising out of this Agreement or the performance or nonperformance of any provision of this Agreement, even if such party has been informed of the possibility of such damages.

22.9. No Waiver. No provision of this License Agreement is intended, or shall be construed, to bea waiver for any purpose by the Town of any applicable state limits on municipal liability or governmental immunity.

22.10. Duties Survive. The duties described in this Section shall survive termination of this Agreement.

22.11. Duty to Inspect. Grantee acknowledges and agrees that the Town does not warrant the condition or safety of the Town Public Ways, Poles or other Municipal Facilities, or the premises surrounding those facilities, and Grantee further acknowledges and agrees that it has an obligation to inspect Municipal Facilities or premises surrounding Municipal Facilities, prior to commencing any work on Municipal Facilities or entering the premises surrounding such Municipal Facilities.

22.12. Knowledge of Work Conditions. By executing this Agreement, Grantee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Grantee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

22.13. Disclaimer. The Town makes no express of implied warranties with regard to Poles or other Municipal Facilities, all of which are hereby disclaimed, and Town makes no other express or impliedwarranties, except to the extent expressly and unambiguously set forth in this Agreement. The Town expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

22.14. Damage to Municipal Facilities. If Grantee damages or interferes with the operation of any Municipal Facilities, equipment, public infrastructure, or street trees, Grantee shall, at its own expense, immediately do all things reasonable to avoid further injury or damages, direct and incidental, resulting therefrom and shall notify the Town immediately, prior to complete restoration and is responsible at its cost for complete and prompt restoration of such injury and damage.

22.15. Risk to Grantee. In the event Grantee becomes aware of any Hazardous Substances on the Permit area, or any environmental, health or safety condition or matter relating to the Public Way or onor near Municipal Facilities, that, in Grantee’s sole determination, renders the condition of the PublicWay or Municipal Facilities unsuitable for Grantee’s use, or if Grantee believes that the use or continued use of the Public Way or on or near Municipal Facilities would expose Grantee to undue risks of liability to a government agency or other third party, then Grantee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement or the applicable Attachment(s) upon written notice to Town

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

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

Each of Grantee's Small Wireless Facilities must have a feature allowing the immediate cessation of RF emissions. Grantee shall provide the Town with access to the feature to permit Town employees, agents, or contractors to perform any required work within the zone of its Small Wireless Facilities where RF emissions are not recommended for human exposure. For non-emergency work, Town shall request in writing that Grantee disable RF emissions during periods where Town intends to perform such work and Town shall provide Grantee with not less than two (2) business days advancewritten notice to enable Grantee to act upon such request.

## 23. EMERGENCY.

23.1.1.Upon execution of this Agreement, Grantee shall provide the Town with written shutdown procedures, contact names, and telephone numbers, in a format mutually agreed upon by the Parties and as indicated in Appendix A hereof. Grantee shall notify the Town in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least thirty (30) days prior to implementing such a change.

23.1.2.In the event of an emergency posing imminent harm to public safety, the Town, through its employees, agents, or contractors, may immediately disable the CommunicationsFacilities. The Town will make every practicable effort to coordinate with and provide noticeto Grantee.

23.1.3.In the event of an Emergency that requires Grantee to perform emergency modification or alteration of a Small Wireless Facility, Grantee shall acquire any necessary Permits or approval to cover the emergency work performed. If the circumstances of the emergency necessitate that Grantee perform the work without obtaining the necessary Permits and approvals required by this Agreement and/or any applicable law, Grantee shall advise the Town in writing of the emergency work performed or the action taken as soon as practicable thereafter and not later than two (2) business days after having taken such action. Additionally, Grantee shall take immediate steps to retroactively obtain any necessary Permits and approvals.

## 24. INSURANCE.

24.1. Insurance. Grantee shall procure and maintain insurance for the duration of this Agreementand any period of removal of the Small Wireless Facilities following the end of the Master License Agreement Term, against any and all claims for injuries to persons or damages to property whichmay in any way arise from, or in connection with, the Construction or Maintenance of Facilities or activities

that Grantee, its agents, subcontractors, representatives or employees may perform pursuant to this Agreement (the “Work”). Such insurance shall be in the following minimum amounts and may be met by any combination of primary and excess or umbrella insurance whichassume that no hazardous materials will be associated with any of the Facilities, and that the Facilities will be of a kind and type regularly installed in the Rights of Way. The Town may requireadditional insurance if, in the Town reasonable view, the Facilities present additional risks to it, the public or property. Grantee shall have the option, in its discretion and if so authorized by the State of Maryland, to be self-insured and provide proof of such to Town . The Town shall be named as an additional insured as its interests may appear as to applicable coverages stated in 24.1.2 and 24.1.3

24.1.1 Workers' compensation insurance and employer’s liability insurance meeting Maryland statutory requirements with minimum limits of One Million Dollars ($1,000,000) for each accident/each disease per employee/each disease policy limit. All insurance required by this Section 24.1.1 shall include a waiver of subrogation endorsement for the benefit of the Town

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

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

24.2 Period of Coverage*:* The liability insurance policy or policies required by Section 24shall be maintained by the Grantee throughout the Term and such otherperiod of time during which the Grantee operates or is engaged in the removal of the Small Wireless Facilities, whichever period is longer, and for one hundred twenty (120) days thereafter; and provide coverage for acts and omissions occurring throughout the Term and such other period of time during which the Grantee operates oris engaged in the removal of the Small Wireless Facilities.

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

24.4 Additional Insureds*:* All required insurance policies, except for workers’ compensation, shall include the Town of Bladensburg and all associated, affiliated, allied and subsidiary entities of the Town now existing or hereafter created, and their respective elected officials, officers, boards,

commissions, employees, agents and, as their respectiveinterests may appear," as additional insureds (referred to as the "Additional Insureds"). Each policy which is to be endorsed to include Additional Insureds under this Agreement shall contain separation of insureds clauses with respect to each additional insured, as follows or with the same effect:

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

24.5 Evidence of Insurance: On or before the Effective Date, at any time of any material and adverse policy change or cancellation during the term of this Agreement, thirty days after renewal of any required policy, or upon the Town request, and in any event prior to any Work in Town rights-of-way, certificates of insurance for each insurance policy requiredto be obtained by Grantee in compliance with this Agreement shall be filed and maintainedwith the Town The acceptance of a form of certificate by the Town shall not change or reduce Grantee's obligation to provide the required insurance pursuant to Section 23.1.

24.6 Notice of Expiration*:* As soon as reasonably practicable following the renewal of anyinsurance policy required of the Grantee by this Section, the Grantee shall provide to the Town evidence acceptable to the Town of the renewal or replacement of the policy. Further, the Grantee shall notify the Town of any materially adverse modification of the coverages and other requirements or the discontinuation of coverage under any such policy, togetherwith a plan to correct such modification or discontinuation, within ten (10) business days after receipt of notice of such discontinuance.

24.7 Insurance Primary; Not Limiting: The legal liability of the Grantee or any Affiliate to the Town or any Person for any of the matters which are the subject of the liability insurancepolicies required by Section 24 shall not be limited by such insurance policies nor by the recovery of any amounts under such policies, except to the extent necessary to avoid duplicative recovery from or payment by the Grantee.

24.8 Effect. Provision of any insurance required herein does not relieve Grantee of any of the responsibilities or obligations assumed by Grantee for which Grantee may be liable by law or otherwise. Provision of such insurance is not intended in any wayto waive the Town immunities or any damage limits applicable to municipal government as providedby law.

## 25. ENTRY AND INSPECTION

25.1 Entry. The Town may, at any time, enter the Permit Area for the purpose of viewing and ascertaining the condition of the Permit Area, or to protect the Town interest in the Permit Area, or to inspect the operations conducted within the Permit Area.

25.2 Maintenance by Town If the Town entry or inspection discloses that any portion ofthe Permit Area is not in a safe, healthy, and sanitary condition, the Town may, after fourteen (14) days written notice to Grantee, have any necessary maintenance work done in order to keep the Permit Area in a decent,

safe, healthy, and sanitary condition, all at Grantee's sole cost and expense, and Grantee shall promptly pay any and all costs incurred by the Town in having the necessary maintenance work done.

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

## 26. REMOVAL OR RELOCATION OF FACILITIES.

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

> 26.1.1 to accommodate any Federal, State, or Town public work or improvement project, or
>
> 26.1.2 if the Town determines that the removal or relocation is necessary to protect the public health, safety and welfare of Town residents or property.

26.2 Timing. Upon receiving written notification from the Town, Grantee shall remove or relocate the affected Small Wireless Facility(ies) within sixty (60) days of the issuanceof the Town's notice, unless a greater amount of time is specified in the notice. If Granteeis unable to remove or relocate the affected Small Wireless Facility(ies) within the time specified, Grantee must promptly notify the Town in writing and must secure the Town consent to an amended removal or relocation date. In the event that Grantee does not remove or relocate its Small Wireless Facility in the time specified and does not secure theTown approval of an amended removal or relocation date, the Town may proceed with removing the Small Wireless Facility at License's expense and may recover costs pursuant to the provisions of this Agreement.

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

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

## 27. NOTICES.

27.1 Giving of Notice. All notices which shall or may be given pursuant to this License Agreement shall be in writing and transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

If to the Town:

Michelle Bailey-Hedgepeth
Town Administrator
Town of Bladensburg
4229 Edmonston Road
Bladensburg, MD 20710

If to Grantee:

Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317-8564
Attn: Contracts Administration
(724) 416-2000

**24/7 emergency contact information:**
Telephone: *****
E-Mail: *****

27.2 Date of notices; Changing Notice Address. Notices shall be deemed given three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

27.3 Electronic Notices. The above notwithstanding, the parties may agree to utilize electronic communications such as email and facsimile for notifications related to the Permits application and approval and construction process.

## 28. TERMINATION.

28.1 Default. This License Agreement may be terminated by either party upon default pursuant to the procedures set forth in this Section 27. In addition to the remedies set forth herein, the Town shall have the right to terminate this Agreement (i) if the Town is mandated by law, a court order ordecision, or the federal or state government to take certain actions that will cause or require the removal of the Municipal Facilities or Grantee's Communications Facilities from the Public Way; or (ii) if any of Grantee's Authorizations to operate the Network and/or provide Service is terminated, revoked, expired, or otherwise abandoned. In addition to the remedies set forth in this Section 27, Grantee shall have the right to terminate this Agreement upon thirty (30) days prior notice at any time that Grantee is making no use of any Town Poles or of the Public Way for Attachments or for the placement of Communications Facilities; provided that Grantee (A) has removed all its Communications Facilities and Poles from the Public Ways; and (B) has fully paid all Fees then owed to the Town through the date of termination. Except as expressly provided herein, the rights granted under this License

Agreement are irrevocable during the Term.

28.2 Clean up. In addition to the obligations imposed on Grantee elsewhere in this Agreement, and upon termination of this Agreement or a Permit issued pursuant hereto for whatever reason, the Grantee shall be responsible for the following to the extent any of which is caused by or introduced onto the Permit area by the Grantee or by anyone acting on its behalf: All cleanup or other costs and expenses including but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission ofmaterial which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under any Law or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any Hazardous Substance on, under, or aboutthe Permit area, as now or may at any later time be in effect, together with any amendments of or regulations promulgated under the applicable statutes/regulations and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Permit area, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Town.

28.3 Surrender. Upon termination of this Agreement or any Permit issued pursuant hereto, Grantee shall surrender the affected Permit area(s) in a neat, clean and orderly condition. Grantee shall complete the restoration of the Permit area(s) to its/their original condition or better prior to termination ofthis Agreement, normal wear and tear excepted. Restoration of the Permit area(s) shall include, but not be limited to, removal of all of the Grantee's equipment, vehicles, trailers, containers, signs, litter, and debris. Grantee shall remove all improvements unless otherwise instructed in writing by the Town. No later than sixty (60) days prior to the expiration of this Agreement or any Permit issued pursuant hereto, Grantee shall contact the Town to make arrangements for a field inspection of Grantee's improvements on the Permit area in order to determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of the Town.

28.4 Inspection and Restoration. Upon any termination of this Agreement or any Permit issued pursuant hereto, the Town will conduct an inspection of said Permit area(s) to determine if restoration has been completed by Grantee. If the Town determines that restoration has not been completed upon expiration or termination of this Agreement, the Town may restore said Permit area(s) entirely at the risk and expense of the Grantee. The cost of said restoration by the Town shall be paid by Grantee within thirty (30) days of Grantee’s receipt of an invoice from the Town

## 29. ASSIGNMENT.

29.1 Limitations on Assignment. Grantee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, denied, or delayed.

29.2 Intra-corporate Transfers. Notwithstanding the provisions of Section 28.1 above, but subject to the requirements of Section 28.3, Grantee may, during the term of this Agreement, assign or transfer this Agreement to (i) any Affiliate of Grantee or to a partnership of which at least fifty percent (50%) of the units are owned directly or indirectly by Grantee or its parent company; or (ii)any successor to Grantee’s business, or a substantial part thereof, whether through merger, amalgamation, consolidation or sale of assets (each, an “Assignee”), without the prior consent of the Town; provided,

however, any such assignment or transfer shall be subject to the following conditions:

29.2.1 In the case of a sale of assets, (i) the Grantee has assigned its state issued certificate of authority and/or other authorization issued by local franchising authorities to such Assignee, and such assignment has been approved (if applicable law requires approval), or the Assignee otherwise holds an applicable and effective state issued certificate of authority; and (ii) the Assignee has received and accepted an assignment or transfer of the assets comprising the Grantee's business, or a substantial part thereof.

29.2.2 Notice of the assignment or transfer has been provided to the Town, in writing, within sixty (60) days of the date an application for transfer or assignment of the certificate of authority has been made, if such application for transfer or assignment is required by applicable law under the circumstances, or in the case of a sale of assets, within seven (7) business days after the assignment or transfer.

29.3 Obligations of Assignee/Transferee and Grantee. No assignment or transfer under this Section shall be allowed or enforceable with respect to the Town until the Assignee or other transferee becomes a signatory to this Agreement and assumes all obligations of Grantee arising under this Agreement, whether arising before or after the date of the transfer or assignment. Grantee shall furnish the Town with written notice of the transfer or assignment, together with the name and address of the transferee or Assignee.

## 30. DEFAULT.

30.1 Event of Default. An Event of Default (each of the following being an "Event of Default") shall be deemed to have occurred hereunder by Grantee if:

30.1.1 Grantee shall breach any material term or condition of this Agreement; or

30.1.2 Grantee shall fail to perform, observe or meet any material covenant or condition made in this Agreement; or

30.1.3 At any time, any representation, warranty or statement made by Grantee herein shallbe incorrect or misleading in any material respect.

30.2 Town's Remedies. Upon the occurrence of any one or more of the Events of Default set forthin Section 29.1 hereof, the Town, at its option, in addition to and not in lieu of any other remedies provided for herein, shall be entitled to proceed to exercise any and all actions it may have in law or at equity, including drawing down upon the bond for any fees, costs, expenses or penalties that Grantee has not paid, and in addition, at its option, the Town may terminate this Agreement upon providing notice to Grantee, provided, however, the Town may take such action or actions only after first giving Grantee written notice of the Event of Default and a reasonable time within which Grantee may cure or commence diligent efforts to cure such Event of Default, which period of time shall be not less than forty-five (45) calendar days (or, if such Event of Default is not curable within forty-five (45) days, if Grantee fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), except that the period of time shall not be less than thirty (30) calendar days for any monetary amounts past due and owing by Grantee to the Town, or for failure to

maintain adequate insurance or bonds, as provided for herein.

30.3 Good Faith. Without limiting the rights granted to the Town pursuant to the foregoing Section 29.2, the parties hereto agree to conduct themselves reasonably and in good faith and to use a good faith effort to meet and to resolve outstanding issues.

30.4 Grantee's Remedies. In the event that the Town fails to perform, observe or meet any material covenant or condition made in this Agreement or shall breach any material term of condition of this Agreement, or at any time any representation, warranty or statement made by Town shall be incorrect or misleading in any material respect, then Town shall be in default of this Agreement. Upon being provided notice from Grantee of said default, the Town shall have forty-five (45) days to cure same (or, if such default is not curable within forty-five (45) days, if the Town fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion) and if such default is not cured, then Grantee shall have any and all remedies at law or in equity available to it, including termination of this Agreement without any liability therefor.

30.5 Removal and Restoration on Termination. Upon Termination for Default, Grantee shall remove its Attachments from all Poles and other Municipal Facilities within six (6) months of receiving notice, or at a rate of ten percent (10%) of its Attachments per month, whichever period results in the greatest length of time for completing removal. Grantee shall restore the Poles and other Municipal Facilities and surrounding areas affected by its Communications Facilities to their prior condition at the commencement of this Agreement, reasonable wear and tear and agreed upon modifications to Poles, such as installation of Riser or internal conduits, excepted. If not so removedwithin that time period, the Town shall have the right to remove Grantee's Attachments and Communications Facilities, and Grantee agrees to pay the actual and documented cost thereof, withinforty-five (45) days after it has received an invoice from the Town

## 30. RECEIVERSHIP, FORECLOSURE OR ACT OF BANKRUPTCY.

30.1 Town's Option. The right to use the Public Way granted hereunder to Grantee shall, at the option of the Town, cease and terminate one hundred twenty (120) days after the filing of bankruptcyor the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action orproceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration ofsaid one hundred twenty (120) days, or unless such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms andprovisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all Events of Default under this Agreement.

30.2 Foreclosure or Judicial Sale. In the case of foreclosure or other judicial sale of the plant, property and equipment of Grantee, or any part thereof, including or excluding this Agreement, the Town may serve notice of termination upon Grantee and the successful bidder at such sale, in whichevent this Agreement herein granted and all rights and privileges of this Agreement hereunder shallcease and terminate thirty (30) days after service of such notice, unless:

30.2.1 The Town shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and

30.2.2 Such successful bidder shall have covenanted and agreed with the Town to assume and be bound by all the terms and conditions to this Agreement.

## 31. REMOVAL OF ATTACHMENTS.

31.1 Notice of Removal. Grantee may at any time remove its Attachments from any Municipal Facility or the Public Way, but shall promptly give Town written notice of such removals and obtain all necessary Permits. No refund of any rental fee will be due on account of such removal. Grantee shall restore the Poles, Municipal Facilities, and surrounding areas affected by its Communications Facilities to their prior condition at the commencement of this Agreement, reasonable wear and tear and agreed upon modifications to Poles and Municipal Facilities, such as installation of Riser or internal conduits excepted and no further payment shall be due to the Town for any such location, except for past due amounts owed and not the subject of a good faith dispute.

31.2 Removal Due to Termination or Abandonment. Following the termination of this Agreement for any reason, or in the event Grantee ceases to operate and abandons the Network, Grantee shall, within one hundred twenty (120) days, at its sole cost and expense, remove all Communications Facilities from the Public Way and restore the area affected by its Communications Facilities to its condition at the commencement of this License Agreement, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment or other aesthetic improvements made by Grantee to the Public Way or the adjacent property, or as otherwise required by the Town . Within ninety (90) days of a written request from the Town, Grantee will post a payment bond in the amount of $500,000.00 to address the Town's cost of removing any Communications Facilities not removed by Grantee within one hundred twenty (120) days of termination, and as compensation for any damage to the Public Way relating to the Communications Facilities, reasonable wear and tear excepted. Alternatively, the Town may allow Grantee, in the Town's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the Town.

## 32. REQUIRED REPORTS.

**32.1** Annual Construction Report. No later than the fifteenth (15th) day after the close of each calendar year in which any work was performed in the Public Way by Grantee, Grantee shall provide the Town with the following:

**32.1.1** An updated "as built" map clearly indicating each Node, pad mounted Facility, control box, and associated fiber network route in the Public Way, which shall specifically identify Attachments to Town-owned structures or structures owned by a third-party located in the Public Way, specifying owner of underlying facility (i.e., Town, Pepco);

**32.1.2** A construction plan specifically describing, through maps, illustrations, diagrams, construction drawings and written description, construction or other significant work planned (substantially in the form of an installation plan described in Section 6.2) relating to Communications Facilities for the current calendar year and the following calendar year; and

**32.1.3** A cumulative written list of the Permits that Grantee has received from the Town through the last day of the preceding calendar year. The report shall list the type of Permit, the location(s) of the work being performed under the Permit, the date the work started or is projected to start, and the date the work stopped or is projected to stop. Grantee shall omit a Permit from this list after such permit has expired and has not been renewed for three (3)

consecutive months.

**33. PERFORMANCE BOND.** Grantee shall furnish a performance bond executed by a surety company reasonably acceptable to the Town which is duly authorized to do business in the state of Maryland in the amount of fifty thousand dollars ($50,000.00) for the duration of this License Agreement as security for the faithful performance of this License Agreement and for the payment of all persons performing labor and furnishing materials in connection with this License Agreement.

**34. MISCELLANEOUS PROVISIONS.** The provisions which follow shall apply generally to the obligations of the parties under this License Agreement.

34.1 Nonexclusive License. Grantee understands that this License Agreement does not provide Grantee with exclusive use of the Public Way or any Municipal Facility and that the Town shall have the right to permit other providers of communications services to install equipment or devices in the Public Way and/or on Municipal Facilities, subject to the provisions hereof.

34.2 Waiver of Breach. The waiver by either party of any breach or violation of any provision ofthis License Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this License Agreement.

34.3 Contacting Grantee. Grantee shall be available to the staff employees of any Town department having jurisdiction over Grantee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The Town may contact the network control center operatorat telephone number 888-632-0931 or email SCN.NOC@crowncastle.com regarding such problems or complaints.

34.4 Governing Law; Jurisdiction. This License Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland, without reference to its conflicts of law principles. If suit is brought by a party to this License Agreement, the parties agree that trial of such action shall be vested in the state courts of Maryland, in the County in which the Town is located. However, in the event of a suit with claims arising under either: the federal Communications Act of 1934, as amended, or Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (the Spectrum Act), or any federal law, present or future, that governs wireless telecommunications, the parties agree that trial of such action may be brought in either state or federal court of competent jurisdiction and venue in Maryland.

34.5 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this License Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

34.6 Representations and Warranties. Each of the parties to this License Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform that party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 3.2 above.

34.7 Amendment of License Agreement. This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

34.8 Entire Agreement. This License Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this License Agreement which are not fully expressed herein.

34.9 Change of Law. If any Laws that govern any aspect of the rights or obligations of the parties under this License Agreement shall change after the Effective Date and such change preempts any aspect of such rights or obligations, inconsistent with the then-effective Laws, then the parties agreeto promptly amend the License Agreement as reasonably required to accommodate and/or ensure compliance with any such change in Law, provided, however, that if such change in Law deprives either party of a substantial benefit of its bargain under this License Agreement, then such party shall have the right to terminate this License Agreement by providing notice to the other party.

35. Non-Discrimination. Grantee certifies that it does not unlawfully discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color,marital status, sexual orientation, gender identity, genetic information, or political affiliation.

ATTEST: CROWN CASTLE FIBER LLC

By: ____________________________ BY:____________________________________

Name:_____________________________

Title:______________________________

ATTEST: TOWN OF BLADENSBURG

BY:______________________________ BY:__________________________________

Approved as to form and legal sufficiency:

BY:________________________________

Name: Suellen M. Ferguson

Title: Town Attorney

# APPENDIX A