

## PUBLIC RIGHT-OF-WAY USE AGREEMENT (FIBER NETWORK)

**THIS PUBLIC RIGHT-OF-WAY USE AGREEMENT** (this “Agreement”) is entered into as of July 25, 2023 (the “Effective Date”), by and between the **City of Madison, Alabama** (herein “Madison” or “the City”), a government unit in the State of Alabama, and **Crown Castle Fiber LLC**, a New York limited liability company (“Utility”). The City and Utility may be referred to collectively herein as the “Parties” and each a “Party”.

### RECITALS

**WHEREAS**, Utility, a telecommunication carrier as defined in 47 U.S.C. §153(51), intends to install its Utility Facilities within the Right-of-Way, using: (i) existing telephone, electric or cable poles and conduit in the Right-of-Way through agreement with their respective owners, and (ii) poles and conduit in the Right-of-Way constructed and controlled by Utility; and

**WHEREAS**, subject to 47 U.S.C. §253 and applicable Laws, the City desires to grant Right-of-Way access to Utility on a non-exclusive and competitively neutral basis for installation of Utility Facilities subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

- 1) **Definitions:** In addition to terms otherwise defined herein, the following definitions shall apply generally to the provisions of this Agreement:
  - a) **Agency:** Any governmental or quasi-governmental agency other than the City.
  - b) **Application:** A Permit application submitted by Utility to the City for construction of Utility Facilities in the Right-of-Way, in a form approved by the City and requiring no more information than required by the City from other utility providers applying for installation of facilities in the Right-of-Way.
  - c) **Fiber Network:** The fiber-optic cable, manholes, handholes and related equipment to be installed and operated by Utility in the Right-of-Way under this Agreement to provide telecommunications services within the City.
  - d) **Gross Revenue:** Any and all payments made to, or compensation or consideration received directly by the Utility, from the operation or use of the Fiber Network physically located within the City Right-of-Way to provide telecommunications services to customers that are wholly consumed within the City. Gross revenue shall not apply to nor shall it include i) any charges attributable to the costs associated with construction ii) any payments for sale of its Fiber Network or facilities; iii) any unrecovered bad debts charged off after diligent, unsuccessful efforts to collect, iv) any taxes of general applicability imposed on the customer or the transactions by federal, state, or local law and required to be collected and remitted by the Utility or any of its affiliates to the governmental unit, including sales, use, and utility taxes, v) any payment, consideration, or value of any kind from a judgment or settlement arising from legal disputes; vi) any dividend or interest from investments; vii) any property rental income; viii) any payments, compensation, or consideration of any kind for provisioning, constructing, maintaining, operating, or licensing Wireless Facilities, or ix) any reimbursement of Franchise Fees.
  - e) **Laws:** Any and all applicable constitutions, charters, by-laws, statutes, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or any Agency, in effect at any time during the Term.
  - f) **Micro Wireless Facility:** A Utility Facility that meets the following qualifications: (i) is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height; and (ii) any exterior antenna is no longer than 11 inches.

- g) Permit: Singularly or collectively, all necessary approvals from the City for Utility to construct Utility Facilities in the Right-of-Way as requested by application.
- h) Person: An individual, a corporation, a limited liability company, a general or limited partnership, a joint venture, a business trust, or any other form of business entity or association.
- i) Right-of-Way: The space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or hereafter may exist, that are under the jurisdiction of the City. This term shall not include county, state, or federal rights-of-way or any property owned or controlled by any Person or Agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such Person or Agency.
- j) Utility Facilities: Utility's Fiber Network and Utility Poles placed in the Right-of-Way.
- k) Utility Pole: A pole or similar structure in the Right-of-Way owned by Utility or any third party (but not the City) that is or may be used, in whole or in part, for telecommunications, cable or broadband services, or electric distribution.
- l) Term: This Agreement shall commence on the Effective Date and extend for an initial term of ten (10) years (the "Initial Term"), unless it is earlier terminated by either Party in accordance with the terms of this Agreement. This Agreement shall automatically renew for up to **three (3)** additional terms of five (5) years each (each a "Renewal Term", together with the Initial Term, the "Term") upon the terms and conditions set forth herein, unless Utility gives written notice to the City of its intent not to renew this Agreement at least **three (3)** months prior to the expiration of the Initial Term or then-current Renewal Term. Notwithstanding, Utility may terminate this Agreement at any time by providing the City with sixty (60) days prior written notice. New terms, provisions, or conditions may also be required by either party upon renewal which are applicable generally to other franchisees for similar services or applicable generally to the industry to clarify the intent of this Agreement, which may arise from any unforeseen circumstances or interpretations of this Agreement, and/or which are based on the history of performance of the Utility. The parties agree to negotiate new terms and conditions in good faith. Notwithstanding the foregoing, if neither party provides written notice of its intent to negotiate new terms at least six (6) months prior to the expiration of the Initial Term or applicable Renewal Term, this agreement shall automatically renew on the same terms and conditions herein.
- m) Wireless Facilities: Equipment at a fixed location that enables wireless communications including but not limited to equipment associated with wireless communications, radio transceivers, antennas, coaxial, metallic, or fiber-optic cable on or adjacent to such fixed location, regular and backup power supplies, poles and other structures the equipment is attached to, and comparable equipment, regardless of technological configuration.

## 2) Scope of Agreement

- a) Grant of Access: The City hereby authorizes and permits Utility to enter upon the Right-of-Way and to construct, attach, install, operate, remove, relocate, repair, and maintain the Utility Facilities during the Term. Where necessary, Utility shall obtain permission to attach to any third-party Utility Poles, conduits or related facilities. Utility understands that this Agreement does not provide Utility the exclusive use of the Right-of-Way and that the City has the right to permit other telecommunication service providers to install equipment or devices in the Right-of-Way. Nothing herein shall prevent Utility from providing telecommunication services to its customers, including use of capacity or lease of portions of Utility Facilities. The customer(s)'s rights to use capacity or lease such portions of Utility's Facilities shall not require a separate franchise, license, use agreement, permits or other authorizations provided that Utility does not in any way surrender control over Utility Facilities and Utility remains responsible for its obligations under this Agreement.
- b) Conditions to Rights: Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Utility a real property interest in land, including any fee, leasehold interest, or easement.

- c) **No Interference:** Utility shall not interfere with any other use of the Right-of-Way, except as allowed by Permit, permission of any facility owner, or applicable Laws. The City agrees to require the same prohibition on interference from all other Persons permitted to use the Right-of-Way during the Term.
- d) **No Priority:** This Agreement does not establish any priority for the use of the rights-of-way by Utility or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the rights-of-way, the first priority shall be to the City in the performance of its various functions, the second priority shall be to the public generally, and thereafter, as between franchisees and other permit holders, as reasonably determined by the City on a competitively neutral and nondiscriminatory basis, in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Alabama.

### 3) **Permit Process**

- a) **Permits Required:** If the construction, attachment, installation, operation, maintenance, or modification of Utility Facilities in the Right-of-Way shall require any Permit under Law, Utility shall apply for the appropriate Permit and pay the associated Permit fees, provided: (i) the Permit fee only encompasses the City's reasonable, direct costs of processing the Permit application; and (ii) such Permits are required from other utility providers for the installation of facilities in the Right-of-Way.
- b) **Processing of Permits:** The City shall process Applications within sixty (60) days (the "**Shot Clock**"), on the following schedule: (i) within ten (10) days of receipt of an Application, the City shall determine if the Application is complete and inform Utility; (ii) if the City issues a notice of incompleteness, then the Shot Clock will stop until Utility responds; (iii) upon Utility remedying the incompleteness, the Shot Clock will reset at sixty (60) days; (iv) if the City finds the response to be incomplete, the Shot Clock will stop again, but restart and not reset when the Utility responds; (v) if the City has not provided necessary Permits at the expiration of the Shot Clock, then the Permit is deemed to have been granted and Utility is free to commence construction as set forth in the Application.
- c) **General Terms:** The Utility Facilities shall not be subject to any zoning, planning, or land use regulation or to any discretionary approval process or public hearing, except to the extent such processes have been applied to all telecommunications utility installations permitted within the Right-of-Way. Utility shall provide "**As-Built Drawings**" upon completion of any work under a Permit.
- d) **Alternative Excavation Methods:** The City may consider alternative excavation methods as deemed appropriate by both Parties. The City's approval of such methods shall be on the same terms as other utility installations using such methods.

- 4) **Relocation:** At no cost to the City, Utility shall relocate or adjust the Utility Facilities as required in connection with any future improvements constructed on behalf of the City in the Right-of-Way ("**Public Project**") as requested in writing by the City within a reasonable time under the circumstances so long as all other occupiers of the same Right-of-Way are required under the same conditions as Utility. The City will use its best effort to accommodate Utility's request for relocation, including providing an equivalent alternative location of Utility Facilities. Any costs related to projects other than Public Projects which require the relocation or adjustment of Utility Facilities shall be borne by the applicable Person funding the project.

### 5) **Damage to Right-of-Way or other Property**

- a) Whenever Utility excavates or does other work in the public right-of-way, such excavation or other work shall be done in compliance with the laws and regulations of the City in effect at the time of such excavation or other work. All work authorized and required under this Agreement shall be accomplished in a safe, thorough, and workmanlike manner, or better. All installation of facilities shall be durable and installed in accordance with current professional engineering standards.
- b) If at any time the Utility intends to perform construction work in any right-of-way, the Utility shall obtain a right-of-way permit from the City and shall provide the City with notice before commencing any such work as required by the Right-of-Way Permit application process.

- c) In no less than ten (10) business days after the completion of repair or installation, unless otherwise approved by the City, Utility shall restore or replace any pavement, sidewalk, pedestrian lighting, curbs, gutters, grass, landscaping material or other materials or structure damaged in the course of its work to City standards at Utility's sole expense, and shall thereafter, from time to time, readjust, fill and finish the same as may be necessary due to settling of the earth associated with Utility's disruption of the public way. In the event excavation or disturbance of special sidewalk pavement areas is necessary, Utility shall restore those areas to their preexisting conditions which restoration shall meet City standards. Failures within an area which has been disturbed, excavated or encumbered by Utility which are discovered within twenty-four (24) months of the restoration or replacement specified herein, shall be the responsibility of Utility pursuant to this provision.
  - d) If, after thirty (30) days written notice from the City to Utility, Utility fails to commence, neglects, or refuses to make restorations as required under this Section, then the City may (but is not required to) do such work or cause it to be done, and Utility shall pay the cost thereof to the City within thirty (30) days of the City providing an itemized list of the costs and expenses incurred in performing such work. The City may, at its option, recover such amount from the performance bond, certificate of deposit, letter of credit or insurance required herein. If Utility causes any damage to private property in the process of restoring facilities, Franchisee shall repair such damage, ordinary wear and tear excepted. Utility shall warrant any restoration work performed under this Agreement, including the maintenance of any landscaping or vegetation installed as part of the restoration work, for a period of twenty-four (24) months. This restoration requirement shall survive the expiration, revocation and termination of this Agreement.
  - e) In any dispute over the adequacy of restoration or maintenance under this Section, the City shall have the authority, in the exercise of its reasonable discretion, to determine the adequacy of the restoration or maintenance.
  - f) The City reserves the right to inspect, upon seven (7) days written notice to Utility, the installation and maintenance of the fiber optic cable and related equipment. The City shall have the right to inspect all work performed by Utility in, on or above City rights-of-way, whether during the performance of such work or after completion as long as such inspection does not disrupt Utility's system operation.
- 6) **Compensation to the City:** The Utility shall pay or cause to be paid to the City the amounts set forth in this Section Six as compensation for this Agreement.
- a) **Franchise Fees—Amount.** The Utility shall pay to the City franchise fees in an amount equal to three percent (3%) of Gross Revenues, as defined herein, collected by the Utility for the first two (2) years from the Effective Date of this Agreement. Thereafter, for the next two (2) year term Utility shall pay The City an amount equal to four percent (4%) of the gross revenues collected by the Utility. For the remainder of this Agreement, Utility shall pay The City an amount equal to five percent (5%) of the gross revenues collected by Utility.
  - b) **Franchise Fees—Payment.** Payments of franchise fees shall be made on an annual basis and shall be remitted not later than thirty (30) days after the last day of December throughout the term of this Agreement.
  - c) **Utility to Submit Franchise Fee Report.** The Utility shall submit to the City, not later than thirty (30) days after the last day of December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the annual payment of franchise fees is being made.
- 7) **Communications with the City of Madison and its Citizens**
- a) The Utility agrees that its employee, representative and/or all authorized subcontractors performing any work with or on behalf of the Utility shall be obligated to readily identify themselves upon a reasonable request from any citizen and/or property owner upon such employee, representative and/or sub-contractor entering any public and/or private property.
  - b) The Utility agrees that its employees performing any work within the City of Madison shall be obligated to maintain some form of identification on all vehicle utilized to perform work within rights-of-way so that all citizens can reasonably ascertain that the vehicle is conducting work with the Utility.

- c) To the best extent practicable, the Utility and its employees, representatives and/or all authorized subcontractors will attempt to notify all residents and/or owners of property, in advance, that the Utility, its representatives and/or its subcontractors seek to enter their property to perform work authorized by this Agreement.
- d) The City shall have the right to ask the Utility for a conference within thirty (30) days of such request, during which Utility will provide to the City a schedule of its then-proposed or then-anticipated construction activities that may affect the rights-of-way and any activities that will entail excavation or tunneling within the rights-of-way. Further, Utility shall meet with the City and other franchise holders and users of the rights-of-way upon written notice as determined by the City, to schedule and coordinate construction in the rights-of-way. All construction locations, activities, and schedules shall be coordinated as ordered by the City to minimize public inconvenience, disruption, or damages.

8) **Indemnification: To the extent permitted by Law, Utility hereby agrees to indemnify, defend and hold harmless The City, its Mayor and Council, appointed boards and commissions, officials, officers, employees and insurance carriers, individually and collectively, from all losses, claims, suits, judgments, demands, expenses, subrogation, attorney's fees, costs or actions of any kind and nature resulting from personal injury to any person, including employees of Utility or of any contractor or subcontractor employed by Utility, (including bodily injury and death) or damages to any property, arising out of Utility's use and occupancy of The City's right-of-way and Utility's operations conducted thereon or out of the acts or omissions of Utility, its contractors, subcontractors, officers, agents and employees while exercising any of the other rights or privileges granted by this Agreement, and by its acceptance of the franchise, Utility agrees that it will pay all damages and penalties which The City may be legally required to pay as a result of the Utility. Notwithstanding the foregoing, Utility shall not be obligated to indemnify The City for claims resulting solely from the grossly negligent or willful acts of The City or its representatives.**

9) **Compliance with Laws:** Notwithstanding anything to the contrary in this Agreement, each Party shall ensure that activities performed under this Agreement comply with Laws, including: (i) worker's compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, (v) the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Section 31-13-1 and (vi) all Laws relating to environmental matters or occupational safety.

#### 10) **Insurance**

- a) **Insurance Coverage:** Utility shall maintain at all times during the term of this Agreement (i) Commercial General Liability insurance protecting Utility in an amount of One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence personal and advertising injury and in an amount of Two Million Dollars (\$2,000,000) annual aggregate and products-completed operations; (ii) Commercial Automobile Liability Insurance protecting Utility in an amount of One Million Dollars (\$1,000,000) per accident (combined single limit), including bodily injury and property damage. The Commercial General Liability insurance policy shall include the City, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Utility's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall be endorsed to provide the City with at least thirty (30) days' advance written notice of any cancellation by the insurer other than for non-payment of premium. Utility shall be responsible for notifying the City of any change or reduction of the occurrence or aggregate limits set forth above.
- b) **Filing of Certificates and Endorsements:** Prior to the commencement of any work pursuant to this Agreement, Utility shall file with the City per the Notice section of this Agreement the required original certificate(s) of insurance with endorsements, which shall state the following:

- (i) The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts.
- (ii) That Utility's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (iii) That Utility's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City.
- c) Workers' Compensation Insurance: Utility shall maintain at all times during the Term statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) for each employee, One Million Dollars (\$1,000,000) per disease, and a One Million Dollar (\$1,000,000) policy limit and shall furnish the City with a certificate showing proof of such coverage.
- d) Insurer Criteria: Any insurance provider of Utility shall be authorized to do business in the state in which the City is located and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves).
- e) Severability of Interest: Any self-insured retentions must be stated on the certificate of insurance. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

#### 11) Bond, Certificate of Deposit or Letter of Credit

- a) Utility shall obtain and maintain, or cause to be obtained and maintained, during the entire term of the franchise and any extensions and renewals thereof, at its cost and expense, and file with the City Clerk a corporate surety (performance) bond, certificate(s) of deposit assigned to the City or irrevocable, unconditional letter of credit in the amount of Fifty Thousand Dollars (\$50,000), both to guarantee the timely construction and full activation of Utility's system and to secure the faithful performance of Utility of all its obligations provided under this Franchise Agreement. The amount of such bond, certificate(s) of deposit or letter of credit shall be increased to the amount of One Hundred Thousand Dollars (\$100,000) following the initial ten (10) year term of this Agreement. Failure to timely obtain, file, assign and/or maintain such bond, certificate(s) of deposit or letter of credit at all times at the required amount shall constitute a substantial violation of this Agreement. If Utility elects to deposit and assign for the benefit of the City a certificate(s) of deposit, any interest earned on the principal sum required shall inure to the benefit of the Utility and any tax liability on said interest will inure to the Utility.
- b) **Conditions**: The performance bond shall provide, and certificate(s) of deposit and letter of credit shall be subject to, the following conditions:
  - (1) There shall be recoverable by The City, jointly and severally from the principal and surety, or from the certificate(s) of deposit or letter of credit, any and all fines and penalties due to the City and any and all damages, losses, costs, and expenses suffered, incurred by or resulting from failure of Utility to: faithfully comply with the provisions of the franchise; comply with all applicable orders, permits and directives of any City agency or body having the City over its acts or defaults; pay any claims, liens or taxes due to The City which arise from or by reason of the construction, operation, maintenance or repair of the communications system.
  - (2) The total amount of the bond, certificate(s) of deposit or letter of credit shall be forfeited in favor of the City in the event:
    - (i) Utility abandons its system at any time during the term of the franchise or extension thereof or ceases operation of the system for a period in excess of six (6) months; and/or
    - (ii) Utility assigns the franchise in violation of the terms of this Agreement.

- c) The performance bond, certificate(s) of deposit or letter of credit required herein shall be in a form satisfactory to the City Attorney. Any performance bond shall require thirty (30) days' written notice of any non-renewal, alteration or cancellation to both the City and Utility. Utility shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of a replacement bond within thirty (30) days following the receipt by the City or Utility of any notice of cancellation. Failure to do so shall constitute a substantial violation of this Agreement. The performance bond, certificate(s) of deposit or letter of credit shall at all times be maintained at the amount and levels as required in this section and shall be a continuing obligation for the duration of the franchise and thereafter until the Utility has liquidated all of its obligations with the City that may have arisen by reason of the construction, operation or maintenance of the system or breach or termination of the franchise. If the bond, certificate(s) of deposit or letter of credit is drawn down for any reason, the bond, certificate(s) of deposit or letter of credit shall be renewed to the amounts required by the City.
- d) The City shall notify the Utility in writing and allow Utility thirty (30) days to cure, unless such time to cure is extended by the City, before calling the surety bond or drawing upon the certificate of deposit or letter of credit.

**11) Force Majeure:** Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, inclement weather, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes reasonably beyond its control, whether or not similar to the foregoing.

**12) Contacts and Notices**

- a) Utility shall provide the means for immediate notification and communication by the City with the supervisor in the field by means of a pager, cellular phone or other similar means of communication during all phases of construction. Similarly, the Utility must identify any sub-contractor associated with any complaint from citizens and/or the City and provide a means of immediate communication with such sub-contractor, including either a pager, cellular phone or other means of communication upon such request from the City.
- b) All notices Pursuant to this Agreement shall be in writing and delivered personally or delivered at the locations below by: (i) U.S. Postal Service registered or certified mail; or (ii) overnight delivery service. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of overnight delivery. Either Party may change or add any address by written notice to the other Party delivered in the same manner.

If to the City:

Brian Kilgore  
 City Attorney  
 City Hall of Madison  
 100 Hughes Road  
 Madison, Alabama 35758

If to Utility:

Crown Castle Fiber LLC  
 c/o Crown Castle  
 2000 Corporate Drive  
 Canonsburg, PA 15317  
 Attn: Teddy Adams, General Counsel

With a copy to:

Steve Smith  
 City Administrator  
 City Hall of Madison  
 100 Hughes Road  
 Madison, Alabama 35758

With a copy to:

Crown Castle Fiber LLC  
 c/o Crown Castle  
 2000 Corporate Drive  
 Canonsburg, PA 15317  
 Attn: Contracts Administration

24/7 emergency contact number:

256-774-4404

24/7 emergency contact information:

1-855-933-4237

13) **Default:** Upon written notice of material default (“Default”) by either Party, the other Party shall have thirty (30) days to cure the Default. If the Default cannot reasonably be cured within thirty(30) days by the defaulting Party, the cure period shall be extended by a reasonable time provided that the defaulting Party commences its cure during the thirty (30) day period and diligently pursues the cure to completion. Either Party may terminate this Agreement upon an uncured Default.

14) **Assignment:** This Agreement shall not be assigned by Utility without the written consent of the City. However, the assignment, transfer or delegation of the rights and obligations of Utility hereunder to Utility’s financially viable parent, subsidiary, successor, or affiliate under common control shall not require consent and shall be effective upon written notice to the City. This Agreement is binding upon the successors and assigns of the Parties.

15) **Governing Law**

- a) **Choice of Law:** This Agreement shall be governed and construed by and in accordance with the laws of the state where the City is located, without reference to its conflict of law principles.
- b) **Venue:** Any litigation commenced under this Agreement shall be brought exclusively in the federal or state courts with authority in the City. The prevailing Party shall be entitled to recover its cost of suit, including reasonable attorneys’ fees.
- c) **Change of Laws:** In the event of any legislative or regulatory change to applicable Laws that implement greater limitations on Right-of-Way access fees, permit fees, and/or permitting timelines, those limits set forth in this Agreement shall be automatically adjusted on the effective date of the applicable Laws and shall apply to all applicable Utility Facilities.

16) **General Provisions**

- a) **Interpretation:** All headings contained in this Agreement are inserted for convenience only. Where appropriate: the singular shall include the plural and vice versa; “or” shall mean “and/or”; and “including” shall mean, “including but not limited to”. In any case where the approval or consent of one Party is to be given under this Agreement, such Party shall not unreasonably delay, condition, or withhold its approval or consent.
- b) **Severability of Provisions:** If any one or more of these provisions of this Agreement become void, voidable, or unenforceable for any reason, such provisions shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.
- c) **Waiver; Amendment:** The waiver by either Party of any Default or any violation of this Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent Default or violation. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.
- d) **Representations and Warranties:** Each of the Parties represents and warrants that it has the full right, power, and authority to enter into and perform its obligations hereunder and that no other consents are required.
- e) **Entire Agreement:** This 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 Agreement which are not fully expressed herein.



**IN WITNESS WHEREOF**, the Parties intending to be bound have executed this Agreement as of the Effective Date.

**THE CITY:**

**City of Madison, Alabama**

**UTILITY:**

**Crown Castle Fiber LLC**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_