

Application and Agreement for Pole Attachment

Dobson Technologies, Inc. d/b/a Dobson Fiber _____, 2024

14101 Wireless Way, Suite 300

Oklahoma City, Oklahoma 73134
(Hereinafter referred to as "Licensee")

Area: City of Mangum

Licensee hereby requests permission to make and/or hereby gives notice of intent to place/remove attachments on certain poles, the property of which are owned by the City of Mangum (hereinafter referred to as "Licensor"), at the locations and for purposes fully described in the attached Exhibit "A" and below, effective on the ___ day of _____ 2024, subject to the terms and conditions set forth below.

Licensee: Dobson Technologies, Inc. d/b/a Dobson Fiber

By: _____
Name: _____
Title: _____

Permission is hereby granted by Licensor to Licensee to make attachments on poles of Licensor in the number and location as described in the attached Exhibit "A", and in accordance with the above application and the Terms and Conditions below.

Licensor: City of Mangum

By: _____
Name: _____
Title: _____

Terms and Conditions

- 1- CONSIDERATION.** In consideration of the right to attach and maintain at its sole expense, attachments on the poles of the Licensor as set forth in Exhibit "A", the Licensee promises and agrees to pay to Licensor annually upon the 31st day of December the yearly rental (s) of \$2 per pole attachment. The number of pole attachments shall be computed as of December 31 of each year this Agreement is in place, with the initial annual payment prorated for the number of months of pole attachments installed by Licensee in calendar year 2024.
- 2- SPECIFICATIONS.** Attachments shall at all times be in conformity with the accepted modern methods such as those suggested in Edison Electric Institute Publication No. M12 and shall at all times conform to the requirements of the National Electrical Safety Code (NESC) except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern. Licensee shall be responsible for all reasonable expenses incurred by the Licensor to convert its existing structures to comply with clearance issues, if any. Licensee shall be

responsible for its own attachment(s) to be relocated to a new structure when required to change the existing structure by the Licensor. Licensee shall be responsible for its own anchoring points for all its attachments. The Licensor shall make arrangements for the Licensee to relocate said attachment (s) to the new structure within 30 days before removing the old structure, if conditions will warrant such time frame.

- 3- **LICENSEE'S RIGHT TO TERMINATE.** This Agreement may be terminated by the Licensee upon thirty days (30) notice to the Licensor. All obligations of the Licensee, hereunder, shall continue until its attachments are completely removed.
- 4- **TERM OF AGREEMENT.** This Agreement shall continue in force for a period of fifteen (15) years, and shall thereafter automatically renew on an annual basis unless Licensor provides ninety (90) days advance written notice of non-renewal of the next automatic annual renewal period.
- 5- **LICENSOR'S RIGHT TO ABANDON.** The Licensor may abandon any said pole at any time upon written notice to the Licensee. The Licensee shall, within sixty days (60) after such notice, either purchase the pole from the Licensor or remove its attachment(s) therefrom, and the failure of the Licensee to remove its attachment(s) within said sixty days (60) shall be deemed an election to purchase the pole at a price to its then value in place as determined by the mutual agreement of Licensor and Licensee.
- 6- **DEFAULT.** If the Licensee shall make default in any of its obligations under this Agreement, and such default continues for thirty days (30) after written notice thereof from the Licensor, all rights of the Licensee hereunder, including its right to occupy said poles, shall be suspended until such default has been remedied.
- 7- **ASSIGNMENT.** Licensee shall not assign, transfer or sub-let any of the privileges described in this Agreement without the written consent of the Licensor, said consent not to be unreasonably withheld.
- 8- **LICENSOR'S RESPONSIBILITY.** The Licensor shall not be liable to the Licensee for any interruption to, nor interference with, the operations of the wires of the Licensee on said poles caused by the operations of the Licensor.