

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this 9th day of MAY, 2023, (the "Effective Date") by and between **CAROLINA TELEPHONE AND TELEGRAPH COMPANY, LLC**, a North Carolina limited liability company, having an address of 1120 South Tryon Street, 7th Floor, Charlotte, North Carolina 28203 ("LICENSOR"), and **THE TOWN OF NORTH TOPSAIL BEACH**, a municipality under North Carolina law ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR is the owner of the fee simple title to that certain parcel located at 2865 Island Drive, North Topsail Beach, NC (the "Property"); and

WHEREAS, LICENSEE is desirous of acquiring from LICENSOR the limited privilege and license to erect a community sign to be put on the property line the Property, as described and represented in detail on Exhibit A, attached hereto; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the desired limited privilege and license for such occupancy and utilization, subject to certain terms and conditions as stipulated below.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

A. That for and in consideration in the amount of \$10.00, the receipt and sufficiency of which are hereby acknowledged, LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, the limited privilege and license (the "License") to occupy and utilize a portion of the Property not exceeding a plot measuring six (6) feet by three (3) feet, bordering the property line as described and depicted in Exhibit A attached hereto (the "License Area"), for the placement and maintenance of a community sign as described and depicted in Exhibit B attached hereto (the "Improvement"). This License includes the right of ingress and egress, for the purpose of making repairs or enhancements to the Improvement, together with such other limited privilege and license as may be reasonably necessary or convenient for the full enjoyment of the License Area for the above purpose only.

B. That the term of this License shall be for a period of **five (5) years** from the Effective Date, unless sooner terminated or extended as provided hereinafter. Provided LICENSEE is not in default under this License Agreement, LICENSEE shall have the right to extend the term of this License Agreement from the date upon which it would otherwise expire for **two (2) additional term(s) of five (5) years each**. Such extension(s) shall be automatic unless LICENSOR notifies LICENSEE of its intent not to renew by giving written notice to LICENSEE no later than six months prior to the expiration of the initial term or any renewal term. Six months prior to the end of the final five-year renewal period, if LICENSEE desires continuation of the License Agreement, it shall notify LICENSOR and the parties shall renegotiate the License Agreement upon mutually agreeable terms and conditions.

LICENSEE may terminate this License Agreement during the initial term or any extensions thereof upon 90 days written notice to LICENSOR. After such termination, LICENSEE shall have 60 days to remove the Improvement from LICENSOR's Property. If LICENSEE fails to remove the Improvement as provided herein, it shall be deemed abandoned by LICENSEE and become the sole property of the LICENSOR, who may remove it at LICENSEE's sole cost and expense.

C. It is expressly stipulated by the said LICENSOR and LICENSEE that this License Agreement is a license for permissive use only and that the placing of any improvement upon the property pursuant to this Agreement shall not operate to create or vest any property right in said LICENSEE.

D. It is expressly stipulated by the said LICENSOR and LICENSEE that the privileges

provided herein create no perpetual rights but determinable privileges depending solely on the conditions in this Agreement and at no time shall this License Agreement be construed as a license coupled with an interest.

E. That LICENSOR's consent to LICENSEE's use of the property described herein is limited. Such conditional and restricted consent creates privileges in the LICENSEE to use the land only insofar as compliance with the conditions herein is continued.

F. That LICENSOR expressly reserves unto itself, its successors, lessees and assigns, the continued right to occupy and utilize the entire License Area and to grant to other parties such privileges affecting the License Area as are not inconsistent with privileges herein granted.

G. That upon LICENSEE's breach of any covenant or condition contained herein, this License Agreement after written notification by LICENSOR to LICENSEE of such breach and upon failure of LICENSEE to remedy or remove such breach within a period of thirty (30) working days after receipt of such written notification, shall cease and terminate and shall become null and void and the privilege and License herein granted shall thereupon immediately revert to the LICENSOR in absolute; however, LICENSOR expressly does not waive any rights of recourse LICENSOR may have against LICENSEE for damages sustained by LICENSOR as a result of such breach.

H. That any costs, attorney's fees or expenses incurred by LICENSOR in construing or enforcing this License Agreement shall be borne by the LICENSEE.

I. That this privilege and license is personal to LICENSEE and shall not be assigned or transferred in whole or in part without the express prior written consent of LICENSOR, which consent of LICENSOR shall be solely at LICENSOR's discretion.

J. That the validity of this License Agreement is contingent upon LICENSEE first obtaining proper zoning, authority, approval and/or permit from the appropriate governmental body or public agency having jurisdiction over such utilization at this location. If such zoning, authority, approval and/or permits not secured, this Agreement will be considered null and void.

K. That LICENSOR shall not be liable for any damages due to LICENSEE's utilization howsoever resulting from LICENSOR's continued use and occupancy of the License Area; LICENSOR, however, shall not willfully cause undue damage to LICENSEE's utilization.

L. That LICENSOR shall assume the sole duty, responsibility and obligation of mowing and otherwise maintaining the surface of the portion of the License Area upon and across the land involved in a condition compatible with the surrounding area.

M. That the entire disturbed area within the License Area shall be restored by LICENSEE to a condition at least as good as that which existed prior to placement of the Improvement.

N. That LICENSEE hereby expressly understands, covenants and agrees (a) that nothing contained in this Agreement or contemplated is intended to or shall increase LICENSOR's liability for personal injury or death or for any property damage, (b) that LICENSOR does not assume any such additional liability, (c) that liability arising out of the utilization and occupancy of LICENSOR's License Area by LICENSEE and LICENSEE's employees, agents, contractors, invitees or any representative, is hereby assumed by LICENSEE and shall be at the sole and exclusive risk of LICENSEE, (d) that LICENSEE shall answer and satisfy to LICENSOR's satisfaction any and all complaints relative to LICENSEE's utilization of LICENSOR's License Area, (e) that LICENSEE shall protect, defend, hold harmless and indemnify LICENSOR from and against any and all actions, claims, damages and/or loss, including, but not limited to actions or claims from LICENSEE's employees, contractors, and including, but not limited to, claims for remediation, damages or fines from governmental entities, which may be assessed now or in the future, together with any costs attorney's fees, occasioned by or growing out of any

actual or claimed usage or condition of the License Area arising in any manner whatsoever, directly or indirectly, by reason of this Agreement for LICENSEE's utilization thereof.

O. That LICENSEE will carry policies of insurance acceptable to LICENSOR with respect to General Liability with Bodily Injury limits not less than \$200,000 each person and \$500,000 each occurrence and with Property Damage limits not less than \$50,000 each occurrence and \$100,000 aggregate. LICENSEE will have the insurance policies mentioned endorsed by their insurance carrier to provide blanket contractual coverage expressly with respect to Paragraph "N" above, to the full limits of and for the liabilities insured under said policies; and prior to commencing initial construction activities within the License Area, LICENSEE will furnish LICENSOR with a certificate evidencing insurance coverage of the liability assumed under said Paragraph "N."

IN WITNESS WHEREOF, the said LICENSOR and LICENSEE have caused these presents to be executed in their respective corporate names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

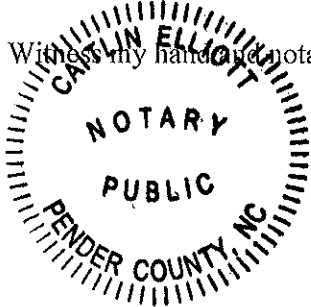
LICENSEE:

THE TOWN OF NORTH TOPSAIL BEACH
a North Carolina municipality

By: Alice Derian
Name: Alice Derian
Title: Town Manager

STATE OF NORTH CAROLINA
COUNTY OF Onslow

I, Caitlin Elliott a Notary Public of Pender County, State of North Carolina, certify that Alice Derian, of THE TOWN OF NORTH TOPSAIL BEACH, a North Carolina municipality, personally appeared before me this day and acknowledged the due execution of the foregoing consent agreement on behalf of the limited liability company, in the capacity stated.



Witness my hand and notarial seal, this 9th day of May, 2023.

Caitlin Elliott
Notary Public
Caitlin Elliott
Notary Public Printed/Typed Name

My commission expires: April 6, 2025

[SEAL]

[Signatures continue on following page]

IN WITNESS WHEREOF, the said LICENSOR and LICENSEE have caused these presents to be executed in their respective corporate names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

LICENSOR:

CAROLINA TELEPHONE AND TELEGRAPH COMPANY, LLC

a North Carolina limited liability company

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

I, _____ a Notary Public of _____ County, State of North Carolina, certify that _____, of CAROLINA TELEPHONE AND TELEGRAPH COMPANY, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing consent agreement on behalf of the limited liability company, in the capacity stated.

Witness my hand and notarial seal, this _____ day of _____, 2023.

Notary Public

Notary Public Printed/Typed Name

My commission expires: _____

[SEAL]