

LICENSE AGREEMENT

This License Agreement (the "**Agreement**") made this 10th day of August, 2016 between the **City of Grand Island, Nebraska**, with its principal offices located at 100 East First Street, Grand Island, Nebraska 68801 hereinafter designated **LICENSOR** and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated **LICENSEE**. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LICENSOR hereby grants to LICENSEE a license to certain space in the building located at 525 East Fonner Park Road, Grand Island, Nebraska (the "**Building**"), the underlying real property of which is legally described on Exhibit A, attached hereto and made a part hereof (the Building and the underlying real property are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of communications equipment as depicted on Exhibit B, attached hereto and made a part hereof. The space licensed to LICENSEE shall include space inside the Building sufficient for the installation, operation and maintenance of antennas (the "**Antenna Space**"); together with such additional space within the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "**Cabling Space**") running between and among the Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive reasonable right of ingress and egress, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LICENSEE's communications facility (the "**Rights of Way**"). The Antenna Space, Cabling Space, and Rights of Way are hereinafter collectively referred to as the "**Premises**" and are as shown on **Exhibit B** attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LICENSOR agrees to grant LICENSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LICENSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LICENSOR. The Parties acknowledge and agree that LICENSEE's interests in the Premises granted hereunder may only be terminated pursuant to the express terms of this Agreement.

2. CONDITION OF PROPERTY. LICENSOR shall deliver the Premises to LICENSEE in a condition ready for LICENSEE's construction of its improvements. LICENSOR represents to LICENSEE that as of the Effective Date: (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint and asbestos. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term, LICENSOR shall, promptly after receipt of written notice from LICENSEE setting forth a description of such non-compliance, rectify same at LICENSOR's expense. Provided,

however, if the cost to rectify such non-compliance is in excess of \$2,000.00 LICENSOR may elect to terminate this agreement without liability to LICENSEE as a result of such termination.

3. TERM; LICENSE FEE.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the term shall be for five (5) years (the "Term") and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time license fee payments shall commence and be due at a total annual license fee of One Thousand Eight Hundred Dollars (\$1,800.00), to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any license fee payment date by notice given in accordance with Paragraph 17 below. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date and the initial license fee payment may not actually be sent by LICENSEE until sixty (60) days after LICENSEE's receipt of the written acknowledgement from LICENSOR.

Upon agreement of the Parties, LICENSEE may pay license fees by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Property Documentation") including without limitation: (i) documentation evidencing LICENSOR's interest in the Building and leasehold interest in the underlying real estate and right to receive license fee payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom license fee payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LICENSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE such Property Documentation. All documentation shall be acceptable to LICENSEE in LICENSEE's reasonable discretion. Delivery of Property Documentation to LICENSEE shall be a prerequisite for the payment of any license fees by LICENSEE.

Within thirty (30) days of a written request from LICENSEE, LICENSOR or any assignee(s) or transferee(s) of LICENSOR agrees to provide updated Property Documentation. Delivery of Property Documentation to LICENSEE shall be a prerequisite for the payment of any license fees by LICENSEE to such party.

4. ELECTRICAL. LICENSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. Commencing on the Commencement Date in consideration for electrical service, LICENSEE shall pay \$1,500.00 per year to LICENSOR. LICENSOR agrees and acknowledges that LICENSEE may not send the initial annual electrical payment until sixty (60) days after LICENSEE's receipt of the written acknowledgement referenced in paragraph 3 herein. LICENSEE shall not install replacement, new, or additional equipment that will result in the total electric power consumption of LICENSEE's equipment to exceed the electric power consumption demands of the equipment as installed on the Commencement Date.

5. *Reserved for Future Use*

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto but not including any tower, utility pole attachment, or exterior antenna or antenna node. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, (iv) LICENSEE determines that the Premises is no longer technically compatible for its use; or (v) LICENSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All license fees paid to said termination date shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of license fees to LICENSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

LICENSOR and LICENSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LICENSOR and LICENSEE each agree that it will include the other Party as an additional insured, as their interests may appear under this Agreement.

9. LIMITATION OF LIABILITY. LICENSOR shall not be liable to the LICENSEE, or any of its assignees, successors, affiliates, principals, agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. *Reserved for future use*

11. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE of such interference by a written communication and a call to LICENSEE's Network Operations Center [at (800) 264-6620/(800) 621-2622], LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay license fees at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term decide to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LICENSEE, such sale shall be under and subject to the terms of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the license fees and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Building, has a legally binding and effective leasehold interest in the underlying real estate, and has full authority to enter into and execute this Agreement. Notwithstanding anything herein to the contrary, the parties acknowledge that this License Agreement is subject to that certain Ground Lease by and between the Hall County Livestock Improvement Association and the City of Grand Island dated July 1, 2009 and any amendments thereto,

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger,

acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Grand Island, Nebraska
Attention: City Clerk
100 East First Street
Grand Island, NE 68801

LICENSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either the Term or license fees payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LICENSOR fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by LICENSOR if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business in the Building; provided, however, that if the nature of LICENSOR's obligation is such that more than fifteen (15) days after such notice is reasonably

required for its performance, then it shall not be a default under this Agreement if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LICENSEE undertakes any such performance on LICENSOR's behalf and LICENSOR does not pay LICENSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LICENSEE may offset the full undisputed amount due against all fees due and owing to LICENSOR under this Agreement until the full undisputed amount is fully reimbursed to LICENSEE.

21. ENVIRONMENTAL.

a. LICENSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to LICENSEE'S activity conducted in, on, or in any way related to the Building or Property.

b. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate

adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the license fees shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, and building codes (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws, rules, and regulations relating to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the State of Nebraska without reference to its choice of law rules. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of that Party has the full right, power and authority to enter into and execute this Agreement on that Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

25. RELOCATION. If LICENSOR determines that the Building, and/or other improvements and/or facilities on which LICENSEE's Premises are located, must be taken out of service temporarily for maintenance, repair or replacement; or if the Building and/or other improvement and/or facility on which LICENSEE's Premises are located is to be permanently removed or relocated, LICENSOR may require LICENSEE to relocate its equipment to an alternate location upon the following terms and conditions:

(a) LICENSOR shall give LICENSEE at least sixty (60) days written notice prior to requiring LICENSEE to relocate from the Premises;

(b) LICENSEE will pay all costs incurred for relocating LICENSEE's equipment to the Alternate Premises;

(c) LICENSEE shall be allowed, if necessary in LICENSEE's reasonable discretion, to place a temporary installation in a location approved by LICENSOR during a temporary relocation and, upon completion of any maintenance, repair or similar work by LICENSOR, LICENSEE will be permitted to return to its original Premises from the temporary location; and


(d) If the Building and/or other improvement and/or facility on which LICENSEE's Premises are located is to be permanently removed, LICENSOR may terminate this Agreement..

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

City of Grand Island, Nebraska

By: 
Printed Name: Jeremy L. Jensen
Its: Mayor
Date: 8/10/2016

LICENSEE:

Verizon Wireless (VAW) LLC

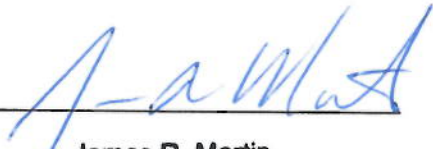
By: 
Name: James R. Martin
Its: Director - Network Field Engineering
Date: 8/15/16

EXHIBIT A

Description of Property

That real estate located in the City of Grand Island, Hall County, Nebraska, which is described as follows:

A tract of land comprising a part of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th. P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4); thence running southerly on the east line of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), on an Assumed Bearing of S00°00'32"W, a distance of Eighty (80.00) feet, to a point on the southerly right of way line of Fonner Park Road, and to the ACTUAL point of beginning; thence continuing S00°00'32"W, on the east line of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), a distance of Three Hundred Seventy (370.00) feet; thence running N89°12'51"W, a distance of Two Hundred Twenty Five (225.00) feet; thence running N00°00'32"E, a distance of Ninety (90.00) feet; thence running N89°12'51"W, a distance of Five Hundred Seventy Five and Seventy Four Hundredths (575.74) feet; thence running N00°00'26"W, a distance of Two Hundred Seventy Nine and Sixty Hundredths (279.60) feet, to a point on the southerly right of way line of Fonner Park Road; thence running S89°14'35"E on the southerly right of way line of Fonner Park Road, a distance of Eight Hundred and Eighty One Hundredths (800.81) feet, to the ACTUAL point of beginning and containing 5.608 acres more or less.

EXHIBIT B

Site Plan of Antenna Space and Cabling Space

[See Attached]