

## Non-Exclusive License Agreement

This non-exclusive license agreement is entered into by and between the City of Craig, a Colorado home rule municipal corporation, (hereinafter "the City"), and High Rapid Networks, LLC, 509 Yampa Ave PMB 105, Craig, CO, 81625, a Wyoming Limited Liability Company. (hereinafter "Licensee"), on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, and proves as follows.

**WHEREAS**, Licensee is desirous of installing, maintaining and operating upon tower structures, which are owned by the City.

**WHEREAS**, the City is agreeable to license High Rapid Wireless, LLC to occupy and use the City property identified below.

**NOW, THEREFORE**, in consideration of the premises, covenants, terms and Conditions as set forth herein, the parties agree and contract as follows.

1. **Licensed Premises.** The City does hereby authorize and license Licensee to access and enter upon City-owned property for the limited purpose of establishing and maintaining a wireless internet communications site and appurtenant equipment as described below. The installation of the equipment shall be coordinated with the City Engineer so as to ensure noninterference with City operations. The structure which is approved for installation of equipment is described on Exhibit A attached hereto and incorporated herein.
2. **Grant of License.** The City grants to Licensee a non-exclusive license to install, maintain and operate a wireless Internet system on the existing tower sites. Antennas will utilize frequencies ranges including: (3.5-3.7), (5-6GHz), (2-2.5GHz), (10-11Ghz) and (900-999MHz). Licensee is further authorized and licensed to install, maintain and operate and appurtenant NEMA enclosure on exterior of each site identified above, along with an accompanying electrical box. Licensee shall, at its own cost, be responsible for the installation of all electrical wiring, switches and meters necessary to operate Licensee's antennae and equipment, and shall be solely responsible to fully and timely pay for all electrical service provided for the operation of such equipment. Licensee shall not use or occupy the Licensed Premises for any use or reason other than those as specified herein. All antennae and equipment installed by Licensee under this agreement shall remain the personal property of the Licensee and shall be promptly removed from the Licensed Premises, without damage thereto, upon the expiration or other termination of this agreement.
3. **Exclusivity.** Licensee has exclusive use of the tower site described below. Licensee will have exclusive use of the equipment installed by Licensee and for the radio frequencies mentioned in Section 2.
4. **Term.** The term of this agreement shall be for an initial period of five (5) years beginning on the day that all parties have executed this Agreement and shall automatically be extended for three (3) additional five-year periods, subject to the terms of this Agreement.

5. Compensation.
  - A. City agrees to lease said tower and space for \$200/mo all inclusive. Rent will be paid on the 1st of every month by check. OR
  - B. In lieu of payment the city agrees to accept a business internet connection of 50mbps at the City Hall (300 W 4th St, Craig, CO 81625). Service is to begin once Licensee has service available from the tower site.
6. Installation of Antennae and Equipment. Licensee shall install and maintain all antennae and equipment at its sole expense and in a sound and safe manner and in accordance with all applicable zoning and building permit requirements. Licensee shall not damage or permit damage to occur to the structure or other property of the City during the installation and/or maintenance of the antennae and equipment, annual wear and tear excepted. Licensee agree and warrants that the antennae and appurtenant radio equipment shall be of such type and frequencies as will not cause demonstrated interference with other such equipment or operations in and around the building, or interfere with the life and safety radio/telecommunication transmissions of police, fire or other emergency response agencies. Subsequent to the installation of the licensee's facilities, the City shall not permit its licensees or lessees to install new equipment on or make any alteration to the land or property owned by the City, if such modifications are likely to cause interference with the licensee's operations.
7. Insurance and Risk of Loss - Indemnification.
  - A. Licensee shall, at its sole cost and expense procure and maintain in force a policy of general liability insurance insuring the Licensed Premises and Licensee against loss or injury to any person or property arising from Licensee's use and/or occupancy of the Licensed Premises and any improvements thereon. Such insurance policy shall act as primary insurance and shall be issued by a company authorized to do business in Colorado, and shall be in an amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-114. Currently, such limits are \$350,000.00 per person and \$900,000.00 per occurrence. The City, at Licensee's sole expense, shall be named as co-insured or additional insured on all insurance policies required under this license agreement, and such insurance shall act as primary insurance with respect to all claims, injuries or casualties occurring on or to, or arising from, the Licensed Premises and the Licensee's occupancy and/or use of same. Licensee shall annually furnish the City copies of company-issued certificates of insurance policies obtained by Licensee in compliance with this paragraph, and Licensee shall ensure that the City is notified in writing and in advance (not less than thirty (30) days) of any amendment or cancellation of such policy or policies.
  - B. Licensee shall solely bear the risk and burden of all physical or operational damage or loss to its antennae and/or other equipment installed on the Licensed Premises regardless as to cause and shall at all times hold the City harmless for same except where such damage or loss is the direct result of the intentional and/or negligent acts, errors or omissions of the City, its officers or employees.

- C. Licensee shall indemnify and hold the City harmless against all claims and liability for injuries to persons or damage to property caused by or arising from Licensee's use or occupancy of the Licensed Premises; provided, however, that Licensee shall not be liable for any injury, damage, or loss occasioned by the negligence of the City, its agents or employees. Licensee agrees that if the City, without any fault on its part, shall be made party to any litigation commenced by or against the Licensee arising from Licensee's use or occupancy of the Licensed Premises, the the Licensee shall pay all costs in connection with such litigation, including reasonable attorney fees paid by the City in connection with such proceeding.
  - D. Licensee shall repair, replace or rebuild any and all damage to the Licensed Premises resulting from Licensee's use and occupancy thereof, and return same to the City at the expiration or termination of the License agreement in the same condition as existed at the commencement of the license term, normal wear and tear excepted.
8. Miscellaneous.
- A. Licensee shall not place any sign or advertising on the Licensed Premises, except for necessary and appropriate warning signs or directions associated with the operation or location of Licensee's equipment.
  - B. Licensee shall be solely responsible to timely and fully pay all real and/or personal property taxes or assessments levied or imposed against the Licensed Premises as a result of the use of such premises by Licensee under this agreement.
  - C. Licensee shall not sublease, assign, or license its rights and/or responsibilities under this license agreement, nor permit, cause or allow any lien of any kind to be asserted against or imposed upon the Licensed Premises.
9. Reservation of Rights. The City reserves the right and ability to use and occupy the Licensed Premises for any and all purposes, as it deems necessary or convenient, so long as such use or occupancy does not substantially interfere with or defeat the rights and uses licensed to Licensee hereunder.
10. Notices. The following addresses shall suffice for the service of all notices under this agreement unless a party shall inform the other in writing of a different address:

For the City:  
City of Craig  
Bruce Nelson  
300 W. 4th Street  
Craig, CO 81625  
970-826-2023

For Licensee:  
High Rapid Networks  
Kelton Rochelle, Manager  
609 Yampa Ave PMB 105  
Craig, CO 81625  
970-701-4141

11. Attorney Fees and Venue. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to its reasonable attorney fees and costs against the non-prevailing party. Venue for any such legal action shall be the District Court in and for Moffat County.
12. Amendments. All amendments to this license must be mutually agreed to in writing and signed by the parties, and non-written or oral amendments shall be no force or effect whatsoever.
13. Waivers. One or more waivers by the City of any term or condition of this agreement, or of a breach or violation thereof by Licensee, shall not be constructed or have the effect as a forgiveness or waiver of any other term or condition, or of any future or different breach of violation of the agreement by Licensee.
14. Entire Agreement. This license agreement reflects and contains the entire agreement of the parties and is intended to supplant and supersede all previous agreements entered into or contemplated by the parties with regard to the subject matters herein. No negotiations, understandings, agreement or promises, verbal or otherwise, exist or are enforceable between the parties except as expressly set forth in this license agreement, the provisions of which may only be amended, modified, or superseded by written agreement executed by both parties.
15. Counterpart Signature Pages. This agreement may be signed using counterpart signature pages with the same force and effect as if both parties signed on the same signature page.
16. Effectiveness. This license agreement shall only be effective upon its approval by motion adopted by the City Council for the City of Craig and the signature of the parties illustrated below.

Executed by the parties on the date(s) as specified below:

City of Craig, Colorado

Licensee, High Rapid Networks, LLC

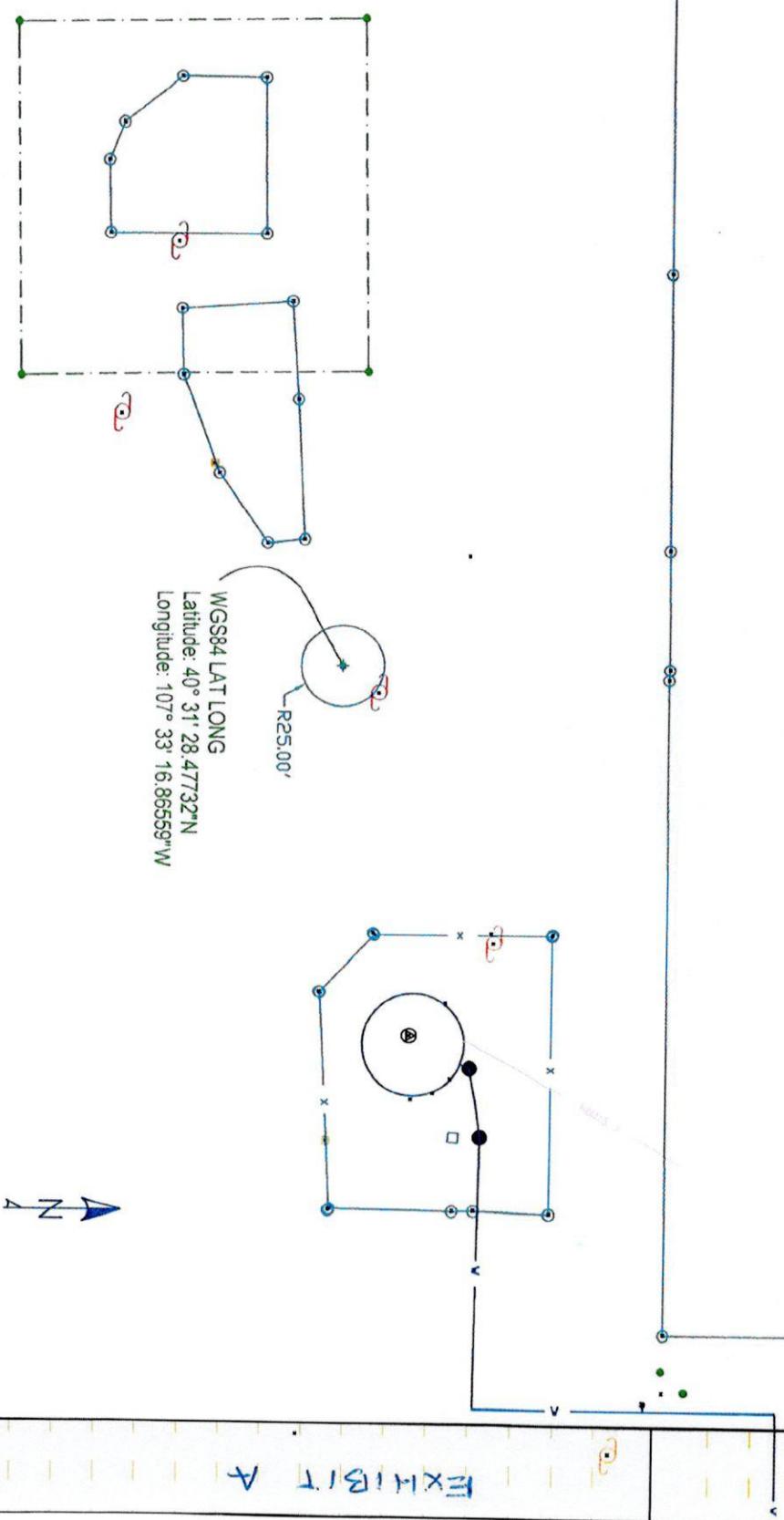
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Date: \_\_\_\_\_



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Drawn By:	MJM	TITLE:	High Rapid Networks	DATE:	09/22/16	SHEETS	1