

RESOLUTION

To Authorize the Mayor to Enter into a Municipal Pole Use Agreement by and Between the City of Alexander City Utilities and Crown Castle Fiber, LLC

WHEREAS, Licensee, a telecommunications carrier as defined in 47 U.S.C. § 153(51), intends to install Licensee Facilities upon certain Licensor Facilities; and

WHEREAS, subject to applicable Laws, Licensor desires to grant access to Licensee on a non-exclusive basis for installation of Licensee Facilities on Licensor Facilities subject to the terms and conditions of this Agreement.

WHEREAS, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the attached document.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City that the mayor is hereby authorized to enter into an agreement Crown Castle Fiber, LLC.

ADOPTED THIS 2ND DAY OF JANUARY, 2024.

FOR PUBLIC RELEASE

By: Audrey "Buffy" Colvin, President

Alexander City Council

AUTHENTICATED THIS 2ND DAY OF JANUARY, 2024.

FOR PUBLIC RELEASE

By: Stephanie J. Southerland

City Clerk

APPROVED:

FOR PUBLIC RELEASE

By: Curtis "Woody" Baird

Mayor

Yeas: Tapley, Hardy, Colvin, E. Brown, C. Brown

Nays: None

MUNICIPAL POLE USE AGREEMENT

THIS MUNICIPAL POLE USE AGREEMENT (this "Agreement") is entered into as of the date fully executed below (the "Effective Date"), by and between the Alexander City Utilities, a in the State of Alabama ("Licensor"), and Crown Castle Fiber LLC, a New York limited liability company ("Licensee"). Licensor and Licensee may be referred to collectively herein as the "Parties" and each a "Party."

RECITALS

WHEREAS, Licensee, a telecommunications carrier as defined in 47 U.S.C. § 153(51), intends to install Licensee Facilities upon certain Licensor Facilities; and

WHEREAS, subject to applicable Laws, Licensor desires to grant access to Licensee on a non-exclusive basis for installation of Licensee Facilities on Licensor 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 Licensor.
 - b) **Applicable Standards:** All applicable engineering and safety standards governing the installation, maintenance, and operation of Licensee Facilities and the performance of all work in or around electric facilities. Applicable Standards includes the most current versions of the National Electrical Safety Code ("NESC") and the National Electrical Code ("NEC").
 - c) **Application:** A request for a Permit submitted by Licensee to Licensor for construction of Licensee Facilities, in a form approved by Licensor and requiring no more information than required by Licensor from other providers applying for installation of facilities.
 - d) **Decorative Streetlight Pole:** Any Streetlight Pole that incorporates architectural design elements not typically found in standard steel or aluminum streetlight poles.
 - e) **Fiber Facility:** Fiber-optic cable, electrical connections, and related equipment placed directly on Licensor Facilities or overlashed onto an existing Fiber Facility.
 - f) **Fiber Network:** Fiber Facilities and other fiber-optic cable, manholes, handholes and related equipment to be installed and operated by Licensee under this Agreement to provide communications services.
 - g) **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 Alexander City, AL or any Agency, in effect at any time during the Term.
 - h) **Licensee Facilities:** Licensee's Fiber Facilities, Fiber Network, Small Wireless Facilities, and other Licensee-owned structures located in the public right-of-way.
 - i) **Licensor Facilities:** Licensor-owned utility poles, Streetlight Poles, Decorative Streetlight Poles, Traffic Signal Poles, catenary poles, sign posts, underground duct or conduit, or other Licensor-owned structures.
 - j) **Make-Ready:** The modification or replacement of a Licensor Facility, or the lines or equipment on the Licensor Facility, to accommodate additional facilities.
 - k) **Micro Wireless Facility:** A wireless 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.

- l) **Overlash**: Placing an additional device, wire, or cable onto an existing cable or messenger strand that is already part of Licensee's Fiber Facilities.
 - m) **Permit**: Singularly or collectively, all necessary approvals from Licensor for Licensee to construct Licensee Facilities on Licensor Facilities.
 - n) **Permit Fee Threshold**: For Small Wireless Facilities, an amount not greater than Five Hundred Dollars (\$500) for a single up-front Application that includes up to five (5) Small Wireless Facilities, with an additional One Hundred Dollars (\$100) for each Small Wireless Facility in excess of five (5) on the same Application. For Fiber Facilities, an amount not greater than Two Hundred and Fifty Dollars (\$250) per Application; each Application for Fiber Facilities may request Permits for attachment to up to one hundred (100) Licensor Facilities.
 - o) **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.
 - p) **Small Wireless Facility**: A wireless facility installed at a single location that meets both of the following qualifications: (i) each antenna could fit within an enclosure of no more than three (3) cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume regardless of whether the facility is ground-mounted or pole-mounted, but (iii) including such larger volumes as approved by the Licensor during the Term, including pursuant to an "eligible facilities request" deemed approved pursuant to 47 U.S.C. § 1455(a). The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecom demarcation boxes, grounding equipment, power transfer switches, cut-off switches, fiber optic cables, and vertical cable runs for connection of power and other services. The Small Wireless Facility also includes those Fiber Facilities (i.e., laterals or service drops) necessary to connect the Small Wireless Facility to the Fiber Network.
 - q) **Streetlight Pole**: Any standard-design concrete, fiberglass, metal, or wooden pole used primarily for street lighting purposes.
 - r) **Traffic Signal Pole**: Any standard-design concrete, fiberglass, metal, or wooden pole used primarily to support vehicular or pedestrian traffic signals.
- 2) **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 six (6) 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 Licensee gives written notice to Licensor of its intent not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or then-current Renewal Term. Licensee may terminate this Agreement at any time by providing Licensor with sixty (60) days prior written notice. Licensee shall remove all Licensee Facilities from Licensor Facilities not less than one hundred eighty (180) days following expiration or termination of the Term.
- 3) **Scope of Agreement**
- a) **Access to Licensor Facilities**: Licensor hereby authorizes and permits Licensee to access Licensor Facilities to attach, install, operate, remove, relocate, repair, and maintain Licensee Facilities during the Term in accordance with this Agreement.
 - b) **Conditions to Rights**: Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Licensee a real property interest in land, including any fee, leasehold interest, or easement.
- 4) **Permit Process**
- a) **Permits Required**: If the construction, attachment, installation, or modification of Licensee Facilities on Licensor Facilities shall require any Permit under this Agreement, Licensee shall submit an Application for the appropriate Permit and pay any associated Permit fees, provided: (i) the Permit fee only encompasses

Licensors reasonable, direct costs of processing the Application; (ii) if the Permit fee exceeds the Permit Fee Threshold, Licensor shall provide a detailed cost justification; and (iii) such Permits are required from other providers for the installation of facilities on Licensor Facilities.

- b) **Processing of Applications:** In processing an Application, the Parties will follow the procedures set forth in this subsection.
- i) Upon receipt of Licensee Application(s), Licensor shall have ten (10) business days to review and determine whether an application is complete. If Licensor determines that an application is not complete, Licensor must specify to Licensee any deficiencies. Upon receipt of Licensee's resubmission, Licensor will have five (5) business days to review the resubmitted Application. Once Licensor has received a completed application from Licensee, Licensor will have an additional fifteen (15) days to decide whether to grant or deny a completed application. For Applications seeking to attach Fiber Facilities to 200 or more Licensor Facilities, or for Applications seeking to attach Small Wireless Facilities to 50 or more Licensor Facilities, Licensor may require additional time to review. Licensor's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of any necessary Make-Ready. Licensor shall only deny applications if there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering principles, and those limitations cannot be remedied by rearranging, expanding, replacing poles, or otherwise reengineering the facilities.
 - ii) If no Make-Ready is required, Licensor shall issue a Permit to Licensee in accordance with the timeframe in subsection (i) above.
 - iii) If Make-Ready is required, Licensor shall provide Licensee with a Make-Ready estimate in accordance with the timeframe in subsection (i) above. Upon receipt of Licensor's Make-Ready estimate, Licensee shall have fourteen (14) days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate. If as part of the required Make-Ready a Licensor Facility must be replaced to accommodate Licensee's Facilities, then Licensee shall be responsible for all architecture and engineering design and plans. Licensor, or at Licensor's option, Licensee shall replace the Licensor Facility at Licensee's expense in accordance with the plans within sixty (60) days, and upon completion title to the Licensor Facility shall vest in Licensor.
 - iv) Licensor will complete Make-Ready within sixty (60) days of receipt of payment. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, the Licensor shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion. Alternately, Licensor may allow Licensee to hire approved qualified contractors to complete the necessary Make-Ready.
 - v) Upon completion of any necessary Make-Ready and receipt of payment for such work, Licensor will issue a Permit which shall serve as authorization for Licensee to make its Attachment(s).
 - vi) Within sixty (60) days of completion of the Make-Ready, Licensor shall invoice Licensee for Licensor's actual cost of such Make-Ready, providing sufficient detail to substantiate the costs incurred. If the actual cost exceeds the Make-Ready estimate previously provided by Licensor, Licensee will have forty-five (45) days from receipt of an invoice to pay any Make-Ready balance. Alternatively, if the actual cost is less than the Make-Ready estimate previously provided by the Licensor, Licensor will have (60) days from the completion of Make-Ready to refund the overpayment to Licensee.
- c) **Exceptions to Permitting:** Licensor shall not require an Application or Permit, nor charge a fee, for (i) routine maintenance; (ii) the replacement of Licensee Facilities with Licensee Facilities that are substantially similar or the same size or smaller; (iii) for the installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities that are strung on cables between existing poles, in compliance with the NESC; or (iv) an Overlash, which shall proceed in accordance with the following sentence. For a proposed Overlash, Licensee shall notify Licensor of its intent to Overlash fifteen (15) days prior to the planned Overlash installation. If after receiving Licensee's notice, Licensor determines that the Overlash would create a capacity, safety, reliability, or engineering issue, Licensor must provide specific documentation of the issue to Licensee within the 15-day advance notice period and Licensee must address any identified issues before continuing with the Overlash, either by modifying its proposal or by explaining why a modification is unnecessary. Licensor may not charge a fee to the Licensee for Licensor's review of the proposed Overlash.

5) **Annual Fee for Access**

- d) **Annual Fee Calculation:** To compensate Licensor for Licensee's use of Licensor Facilities, Licensee shall pay to Licensor the following annual fee(s), as applicable: (i) for Licensee's Fiber Facilities, an amount equal to Ten Dollars (\$10) for each Licensor Facility to which Licensee has attached its Fiber Facilities ("Annual Fiber Fee"); and (ii) for each of Licensee's Small Wireless Facilities, Ten Dollars (\$10) multiplied by the number of feet Licensee's Small Wireless Facility actually occupies on the Licensor Facility, rounded up to the nearest whole foot (the "Annual SWF Fee"). By way of example, the Annual SWF Fee for a Small Wireless Facility occupying four and half feet of space on a Licensor Facility shall be \$50. Licensee's vertical cable runs on the Licensor Facility shall not be included in the calculation of the amount of space actually occupied by the Small Wireless Facility.
- e) **Annual Fee Payment:** Licensor shall calculate the cumulative Annual SWF Fee and the Annual Fiber Fee owed by Licensee on an annual basis and shall issue an invoice to Licensee. Licensee shall pay all undisputed amounts not later than forty-five (45) days after receiving an invoice for the annual fees owed. Licensor represents and covenants that it exclusively controls all Licensor Facilities for which it is collecting the annual fee.

6) **Relocation and Abandonment:**

- a) As may be required in connection with any future improvements constructed on behalf of Alexander City, AL in the right-of-way ("Public Project"), Licensee shall relocate or adjust the Licensee Facilities at no cost to Licensor. Licensor shall provide at least 180 days' written notice for such Licensee relocation. If Licensee fails to timely relocate the Licensee Facilities, Licensor may relocate Licensee Facilities at Licensee's sole cost and shall notify Licensee promptly upon completion. Licensor will use its best effort to accommodate Licensee's request for relocation of Licensee Facilities. Any costs related to projects other than Public Projects which require the relocation or adjustment of Licensee Facilities shall be borne by the applicable Person funding the project.
- b) In lieu of the relocation of Licensee Facilities in the case of abandonment or removal of a Licensor Facility as provided above, and unless the Licensor Facility is needed for a legitimate public purpose, Licensor may, in its sole discretion, allow Licensee to purchase the Licensor Facility and continue to use the same pursuant to the existing Permit, at a commercially reasonable price commensurate with its then-existing value. Licensee and Licensor shall document any such transfer of ownership via a bill of sale. In the event Licensee acquires a Licensor Facility, no Annual Fee shall be due or payable with respect to such acquired Facility.

7) **Maintenance and Damage**

- a) **Maintenance of Facilities:** During the Term, Licensee shall be responsible for keeping all Licensee Facilities in good order and repair, including, where necessary, the replacement of any damaged or defective Facilities. Licensor shall be responsible for keeping all Licensor Facilities in good order and repair, including, where necessary, the replacement of any damaged or defective Facilities.
- b) **Damage to Licensor Facilities:** If Licensee materially damages any Licensor Facility it shall promptly repair and return it to a condition as good as existed prior to the work at its expense, normal wear and tear excepted. If Licensee does not timely complete the repairs, the Licensor shall have the option, upon fourteen (14) days' written notice to Licensee, to perform such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual and itemized costs incurred by the Licensor. Upon the receipt of the demand for payment, Licensee shall promptly reimburse the Licensor for such cost within thirty (30) days of receipt of a written invoice.
- c) **Emergency Rearranging, Transfer, or Removal:** Notwithstanding the foregoing, Licensor may replace, relocate, remove, or abandon Licensor Facilities in an emergency, as determined by Licensor in its reasonable discretion, and rearrange, transfer, or remove Licensee's Facilities. If Licensor is unable to provide prior written notice, Licensor shall provide subsequent written notice to Licensee of such emergency changes within fifteen (15) days of said emergency. If Licensor elects to rearrange, transfer, or remove Licensee's

Facilities in an emergency, Licensee shall reimburse Licensor for all costs of such rearrangement, transfer, or removal. Licensor service restoration in an emergency shall take priority over the restoration of Licensee's service.

- d) **Casualty:** In the event of damage to a Licensor Facility rendering it unusable for the support of Licensee Facilities (collectively, "Casualty"), applicable Annual Fees shall abate during the period the Licensor Facility is unusable to Licensee due to the Casualty. If the Casualty cannot reasonably be repaired within thirty (30) days, Licensee may terminate its use of the Licensor Facility by written notice to Licensor. Licensee's obligation to pay Annual Fees with respect to the Licensor Facility shall terminate upon such notice.
- e) **Reinstallation of Facilities:** Following replacement of a Licensor Facility for emergency or routine maintenance purposes, each Party shall be responsible for reinstalling its own equipment at its expense.

8) **Standards and Specifications**

- a) All Licensee Facilities must be placed, constructed, maintained, repaired, and removed in accordance with all current Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Facilities if they met Applicable Standards at the time they were made, unless such updates or upgrades to previously permitted Licensee Facilities are specifically required by any revised Applicable Standards.
- b) Licensee is responsible for ensuring that the radiofrequency ("RF") emissions from Licensee Facilities is within the limits permitted under all applicable governmental and industry standard safety codes. Licensee shall comply with all FCC rules pertaining to radiofrequency (RF) exposure limits.

9) **Indemnification and Waiver**

- a) **Indemnification:** To the extent permitted by Law, each Party shall indemnify and hold harmless the other Party, its officers, directors, employees and agents, and its successors and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including reasonable attorneys' fees) which the indemnified parties suffer or incur because of: (i) any hazardous discharge resulting from acts or omissions of the indemnifying Party or its predecessor in interest; (ii) acts or omissions of the indemnifying Party, its agents or representatives in connection with its performance under this Agreement; or (iii) failure of indemnifying party to comply with Laws; provided, however, that neither Party shall be liable to the other Party to the extent such claims are caused by the intentional conduct or negligent acts or omissions of the other Party.
- b) **Limitation on Damages:** In no event shall either Party be liable to the other Party for any special, consequential, or indirect damages (including lost revenues and lost profits) arising out of this Agreement.

- 10) **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, and (v) all Laws relating to environmental matters or occupational safety.

11) **Insurance**

- a) **Insurance Coverage:** Licensee shall obtain and maintain at all times during the term of this Agreement (i) Commercial General Liability insurance protecting Licensee in an amount of Five Million Dollars (\$5,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount of Five Million Dollars (\$5,000,000) annual aggregate; (ii) Commercial Automobile Liability Insurance protecting Licensee in an amount not less than One Million Dollars (\$1,000,000) per accident (combined single limit), including bodily injury and property damage. The Commercial General Liability insurance policy shall name the Licensor, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Licensee's performance of work under this Agreement. Coverage shall be in an occurrence form and the limits may be met by any combination of primary and excess or umbrella insurance. Claims-made policies are not acceptable. Such insurance shall be endorsed to provide

Licensors with at least thirty (30) days' advance written notice of any cancellation by the insurer other than for non-payment of premium. Licensee shall be responsible for notifying Licensor 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, Licensee shall file with the Licensor 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 Licensee's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Licensor may possess, including any self-insured retentions the Licensor may have; and any other insurance the Licensor does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
 - (iii) That Licensee's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against Licensor.
- c) **Workers' Compensation Insurance:** Licensee 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 Licensor with a certificate showing proof of such coverage.
- d) **Insurer Criteria:** Any insurance provider of Licensee shall be authorized to do business in the state in which the Licensor 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.
- 12) **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.
- 13) **Notices:** 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, return receipt requested; or (ii) overnight delivery service that is traceable and receipt-verifiable. 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 Licensor:

Alexander City Utilities
281 James D. Nabors Drive
Alexander City, AL 35010

With a copy to:

If to Licensee:

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

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 information:
(256)329-6717

24/7 emergency contact information:
Telephone: (888) 632-0931]
E-Mail: SCN.NOC@crowncastle.com

- 14) **Default:** Upon written notice of material default (“Default”) of this Agreement by either Party, the other Party shall have ninety (90) days to cure the Default. If the Default cannot reasonably be cured within ninety (90) 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 ninety (90) day period and diligently pursues the cure to completion. At the conclusion of the cure period, either Party may terminate this Agreement upon an uncured Default.
- 15) **Assignment:** This Agreement shall not be assigned by Licensee without the written consent of Licensor. Notwithstanding the foregoing, the assignment, transfer, or delegation of the rights and obligations of Licensee hereunder to Licensee’s financially viable parent, subsidiary, successor, or affiliate under common control shall not require consent and shall be effective upon written notice to Licensor. This Agreement is binding upon the successors and assigns of the Parties.
- 16) **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 Licensor 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 Alexander City, AL. The prevailing Party shall be entitled to recover its cost of suit, including reasonable attorneys’ fees.
 - c) **Change of Law:** In the event of any change of Law which establishes maximum Annual Fees less than those set forth in this Agreement, the Annual Fees herein shall be automatically adjusted to the maximum rate set forth in such Law on the effective date of the Law. The adjusted fees shall apply to all Licensee Facilities in place as of the effective date of the Law and all subsequent Licensee Facilities installed during the Term.
- 17) **General Provisions**
- a) **Interpretation:** All headings contained in this Agreement are inserted for convenience only. All exhibits are by such reference incorporated by reference in this Agreement. 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.

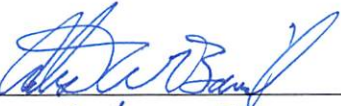
IN WITNESS WHEREOF, the Parties intending to be bound have executed this Agreement as of the Effective Date.

LICENSOR :

Alexander City Utilities

LICENSEE:

Crown Castle Fiber LLC

By: 
Name: Curtis Baird
Title: Mayor
Date: 01/02/2024

By: _____
Name: _____
Title: _____
Date: _____