

Ordinance 2021-50

AN ORDINANCE AMENDING TITLE 14, TREES/LANDSCAPING; STREETS, SIDEWALKS AND STAIRS; STREETCUTS; SNOW REMOVAL; STREET ADDRESS SYSTEM; NEWS RACKS BY ADDING CHAPTER 14-7 SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY OF THE MUNICIPAL CODE OF PARK CITY

WHEREAS, the Municipal Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Municipal Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, on September 26, 2018, the Federal Communications Commission adopted a Declaratory Ruling and Report and Order (FCC 18-133) adopting 47 C.F.R. section 1.6001 et seq.; and

WHEREAS, in response to FCC 18-133 the Utah State Legislature enacted S.B. 189 "Small Wireless Facilities Deployment Act" ("SB 189") in the 2018 General Session; and

WHEREAS, SB 189, now codified as Utah Code section 54-21-101 et seq., regulates the deployment of small wireless facilities in the city right-of-way; and

WHEREAS, SB 189 permits local governments to exercise their police power by adopting an ordinance not in conflict with state code; and

WHEREAS, Park City Municipal Corporation desires to implement provisions of SB 189 by enacting Title 14 Chapter 14-7 of the Park City Municipal Code regulating the deployment of small wireless facilities in the city rights-of-way; and

WHEREAS, the City Council finds that the city rights-of-way within the city are: (a) critical to the travel and transport of persons and property in the business and social life of the city; (b) intended for public uses and must be managed and controlled consistent with that intent; (c) capable of being partially occupied by the facilities of wireless service providers and entities delivering services for the enhancement of the health, welfare, and well-being of the city and its citizens; and (d) a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects on the public from such facilities' construction, placement, relocation, and maintenance of the city's rights-of-way; and

WHEREAS, the City Council finds that the right to occupy portions of the city rights-of-way for providing wireless services is a valuable use of a unique public resource that has been acquired and is maintained at great expense to the city and its taxpayers, and therefore, the taxpayers of the city should receive fair and reasonable compensation for use of the city rights-of-way; and

WHEREAS, the City Council finds that while wireless facilities are in part an extension of interstate commerce, their operations also involve the city rights-of-way and vital business and community service, which are of local concern. The City Council also finds it has the proprietary right to determine what persons and entities are granted permission to use the city rights-of-way, and to determine the terms and conditions of such use; and

WHEREAS, the City Council finds that the proliferation of small wireless facilities and associated structures in the city rights-of-way presents a hazard to pedestrian and vehicular safety, as well as aesthetic and land use concerns. These concerns should be dealt with by encouraging placement of small wireless facilities on city-owned properties removed from the rights-of-way and on existing structures and utility poles, approving the city's design standards, and minimizing the number of new structures in a manner that does not effectively prohibit market access or competition; and

WHEREAS, the City Council finds entering a master license agreement with wireless providers: (a) fairly and reasonably compensates the city on a competitively neutral and nondiscriminatory basis as provided herein; (b) encourages competition by establishing terms and conditions under which wireless providers may use valuable public property to serve the public; (c) fully protects the public interests and the city from any harm that may flow from such commercial use of its city rights-of-way; (d) protects the police powers and proprietary authority of the city with respect to its city rights-of-way, in a manner consistent with federal and state law; (e) otherwise protects the public interests in the development and use of the city infrastructure; and (f) protects the public's investment in improvements in the public rights-of-way.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. AMENDMENTS TO MUNICIPAL CODE OF PARK CITY TITLE 14 – Trees/Landscaping; Streets, Sidewalks And Stairs; Streetcuts; Snow Removal; Street Address System; News Racks Code. The recitals above are incorporated herein as findings of fact. Chapter 14-7 Small Wireless Facilities In The City Right-of-Way is hereby added to Title 14 as attached (**See Attachment A**).

SECTION 2. MASTER LICENSE AGREEMENT. The recitals above shall be incorporated herein as findings of fact. All small wireless facility vendors and providers are required to enter into a Master License Agreement before placing small wireless facilities in the City Right-of-Way. (**See Attachment B**).

SECTION 3. DESIGN STANDARDS. The recitals above are incorporated herein as findings of fact. All small wireless facilities shall adhere to the Design Standards for placement and operation within the city rights-of-way. (**See Attachment C**).

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 16th day of December, 2021.

PARK CITY MUNICIPAL CORPORATION

DocuSigned by:



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Andy Beerman, Mayor

Attest:



DocuSigned by:



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Michelle Kellogg, City Recorder

Approved as to form:

DocuSigned by:



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Margaret Plane, City Attorney

Chapter 14-7
SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY

14-7-1: DECLARATION OF PURPOSE AND INTENT:

14-7-2: DEFINITIONS:

14-7-3: ORDERS, RULES AND REGULATIONS:

14-7-4: MASTER LICENSE AGREEMENT REQUIRED:

14-7-5: PERMIT REQUIRED:

14-7-6: APPLICATIONS:

14-7-7: OTHER REQUIREMENTS:

14-7-8: ENFORCEMENT AND REMEDIES:

14-7-1: DECLARATION OF PURPOSE AND INTENT:

Purpose: The purpose of this chapter is to establish requirements for the siting and use of Small Wireless Installations in the City Right-of-Way in a manner that facilitates the delivery of Wireless Services within the City while minimizing associated adverse impacts. The intent of this section is to ensure that the siting of new telecommunications facilities is consistent with the goals and policies of the Park City General Plan, and that the placement of same is compatible with the purposes of the Land Management Code as set forth within Section 15-1-2, and compatible with the additional intent of this Section which is specifically enacted to achieve the following supplemental objectives:

1. To provide for the installation, maintenance, modification, removal, and replacement of Small Wireless Installations in the City Right-of-Way without discriminating against Wireless Providers of functionally equivalent services, including all of those who install, maintain, and operate Small Wireless Facilities, while simultaneously minimizing adverse impacts upon the community.
2. To minimize and regulate the placement of Small Wireless Installations to protect the public health and safety, including the maintenance of clear lines of sight for vehicular and pedestrian traffic and minimization of potential dangers associated with structural failures, fire, icfall, and debris fall from Small Wireless Installations.
3. To minimize and regulate the placement of Small Wireless Installations in order to protect property values and the interests of property owners, including the protection of values of properties situated adjacent to, across from, or near Small Wireless Installations and the minimization of the use of properties which would be incompatible with nearby properties and/or be out-of-character with same.
4. To maintain the aesthetic values critical to the City's status as a prominent outdoor resort and historic community by techniques such as: minimizing the proliferation of Small Wireless Facilities and Utility Poles, encouraging placement of Small Wireless Facilities on existing structures, using camouflage/concealment, requiring conformity with Design Standards, and undergrounding of Wireless Facilities and the equipment associated therewith, where appropriate.

B. Scope:

1. This chapter shall set forth the requirements for Wireless Providers that require the use of the City Right-of-Way, including providers of both the system and service, and those providers of the system only.
2. The requirements set forth in this chapter shall apply to the installation, maintenance, modification, removal, and replacement of all Small Wireless Installations and to all Applications to install, operate, maintain, remove, or replace Small Wireless Installations. This chapter shall apply to all future Wireless Providers.
3. Nothing in this chapter shall limit the ability of the City and a Wireless Provider to enter into a separate agreement to install Wireless Facilities on City property not located within the City Right-of-Way.
4. A Wireless Provider shall be civilly liable for any employees, agents, contractors, licensees, or designees acting on behalf of the Wireless Provider to perform any activity contemplated by this chapter.
5. The activities regulated by this chapter are subject to terms of the Small Wireless Facilities Deployment Act, Utah Code title 54, chapter 21, as amended.

C. Excluded Activity: This chapter shall not apply to video service systems, wireline services, or Macro Wireless Facilities.

14-7-2: DEFINITIONS:

APPLICANT. A Wireless Provider who submits an Application to PCMC pursuant to the terms of this Ordinance and the Master License Agreement.

APPLICATION. Is defined in Utah Code section 54-21-101(5), as amended.

CITY. Park City Municipal Corporation.

CITY ENGINEER. The City Engineer, or authorized representative.

CITY RIGHT-OF-WAY. Is the area under City's control on, below, or above a public: (i) roadway; (ii) highway; (iii) street; (iv) sidewalk; (v) alley; or (vi) property similar to property listed in (i) through (v). "City Right-of-Way" does not include: (i) the area on, below, or above a federal or state highway; or (ii) a fixed guideway, as defined in Utah Code section 59-12-102, as amended.

DESIGN STANDARDS. The Design Standards: Small Wireless Facilities within the City Right-of-Way adopted by the City.

FCC. The Federal Communications Commission.

MACRO WIRELESS FACILITY. A Wireless Facility, mounted on a tower or similar structure, that is not a Small Wireless Facility. Macro Wireless Facilities are subject to section 15-4-14 and are not permitted in the City Right-of-Way unless required by Federal law.

MASTER LICENSE AGREEMENT. An agreement between a Wireless Provider and the City that sets forth the general terms and conditions pursuant to which the Wireless Provider may install, operate, maintain, remove, or replace Small Wireless Installations. Attached as Exhibit 1.

PERMIT. An approved Application issued under this Title for the installation, operation, maintenance, removal, or replacement of a Small Wireless Installation, including any necessary construction, excavation, or other work in, or obstruction of, the City Right-of-Way. The activity authorized by a Permit shall be subject to the terms of this Chapter, the associated Master License Agreement between the City and Permit holder. Other permits, including without limitation, a building permit or traffic control permit, may also be required.

PERSON. Means and includes any natural person, partnership, firm, association, public utility company, corporation, company, organization, or entity of any kind.

SMALL WIRELESS FACILITY. Is defined in Utah Code section 54-21-101(25), as amended.

SMALL WIRELESS INSTALLTION. Means a Small Wireless Facility installed, mounted, maintained, or operated on an existing Utility Pole or existing Wireless Support Structure in the public right-of-way; or a new Utility Pole or Replacement Utility Pole, on which a Small Wireless Facility is installed, mounted, maintained, or operated, in the City Right-of-Way.

UTILITY POLE. Is defined in Utah Code section 54-21-101(28), as amended, and, for the purposes of this chapter, includes any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication.

WIRELESS FACILITY. Is defined in Utah Code section 54-21-101(29), as amended.

WIRELESS PROVIDER. Is defined in Utah Code section 54-21-101(30), as amended, and, for the purposes of this chapter, includes all employees, agents, contractors, licensees, or designees acting on behalf of a Wireless Provider to perform any activity contemplated by this chapter.

WIRELESS SERVICE. Is defined in Utah Code section 54-21-101(32), as amended.

WIRELESS SUPPORT STRUCTURE. Is defined in Utah Code section 54-21-101(34), as amended.

14-7-3: ORDERS, RULES AND REGULATIONS

In addition to the requirements set forth in this chapter, the City may adopt such orders, rules and regulations which are reasonably necessary to accomplish the purposes of this chapter and are consistent herewith.

14-7-4: MASTER LICENSE AGREEMENT REQUIRED:

- A. Any Wireless Provider desiring to install, operate, maintain, remove, or replace a Small Wireless Installation shall first enter into a Master License Agreement with the City, except to the extent exempted by federal or state law.
- B. A Master License Agreement is the right to occupy the City Right-of-Way on a nonexclusive basis for the limited purposes and time period stated in the agreement. A Master License Agreement shall contain appropriate provisions for enforcement, compensation, insurance and bonding, indemnification, and protection of the public, consistent with the other provisions of this chapter, including but not limited to defining events of default, procedures for accessing the bond, and rights of termination or revocation.
- C. The City may grant nonexclusive Master License Agreements, on a nondiscriminatory basis, governing the installation, operation, maintenance, removal, or replacement of Small Wireless Installations in accordance with the provisions of this section.
- D. Subject to all applicable statutes, regulations and ordinances, and the approval of the City Attorney and City Manager, the City may grant a Master License Agreement to a Wireless Provider. The Wireless Provider requesting the Master License Agreement shall execute the authorized Master License Agreement within 30 days of approval by City Manager and City Attorney.
- E. The granting of a Master License Agreement shall not relieve the Wireless Provider of any obligation under City, state, or federal law.
- F. A Master License Agreement shall not convey title, equitable or legal, in the City Right-of-Way.

14-7-5: PERMIT REQUIRED:

Except as otherwise provided by applicable law, any Wireless Provider desiring to install, operate, maintain, or replace Small Wireless Installations shall first submit an Application and obtain a Permit for such work pursuant to section 14-7-6 of this title, as amended. Any conditions imposed by such Permit shall conform to the requirements of Utah Code section 54-21-302, as amended, and federal law. The Wireless Provider's continued use of, and access to, the Small Wireless Installation shall be conditioned on compliance with the terms of the Permit, the Master License Agreement, and any Design Standards adopted by the City.

14-7-6: APPLICATIONS:

- A. **Application Fee:** In order to offset the cost to the City to review Applications, a Wireless Provider shall pay to City a non-refundable application fee for a Permit to work in the City Right-of-Way for the installation or modification of a Small Wireless Installation. The cost of such Application is set forth on the City's consolidated fee schedule and shall comply with Utah Code section 54-21-501 et seq., as amended.

- B. **Form of Application:** The Application for a Permit shall be made available online and is only subject to change by approval by the City Manager and City Attorney. The Wireless Provider shall designate the purpose of the Permit and the type and location of the installation or modification.
- C. **Alternative Proposals.** An Application shall require the Applicant to present alternative proposals to provide Wireless Service to the covered area. Alternative proposals shall include alternative sites and/or designs that utilize, to varying extents, different strategies for the provision of service, such as: installation of Small Wireless Facilities on City-owned property, installation of Small Wireless Facilities on existing Utility Poles and Wireless Support Structures in the City Right-of-Way, and installation of new Utility Poles in the City Right-of-Way or on City-owned property. Each alternative proposal shall indicate why each proposed Small Wireless Installation is necessary for the provision of Wireless Service to the coverage area. The number of required alternative proposals shall depend on the complexity of the Application. From these alternative proposals, the City may approve a proposal that best meets the City's purposes under this chapter and that does not effectively prohibit the provision of Wireless Services to the coverage area.
- D. **Design Standards.** The City may adopt Design Standards for Small Wireless Installations that are non-discriminatory and do not conflict with applicable Federal or State law. An Application shall require the proposed Small Wireless Installation to conform to such Design Standards.
- E. **Incorporation of Master License Agreement.** An Application shall incorporate all applicable requirements set forth in the Master License Agreement between the Applicant and the City.
- F. **Compensation.** An Application may require payment of any rates or fees allowable under state or federal law, as provided in the Master License Agreement.
- G. **Other Requirements.** An Application may impose any additional requirements, pursuant to the City's police powers to protect the health, safety, and welfare of the public, that do not conflict with state or federal law.
- H. **Application Processing.** The procedures and timelines for processing Applications shall be governed by Utah Code section 54-21-302, as amended. The City may accept any alternative proposal contained in the Application or deny the Application. Any decision to deny an Application shall be supported by substantial evidence. An approved Application shall function as a Permit to install, operate, maintain, remove, or replace the associated Small Wireless Installation as described in section 14-7-5.

14-7-7: Compliance with Law

All Wireless Facilities must at all times comply with all applicable Federal, State, and local laws, including building codes and safety codes and regulations. To the extent this chapter conflicts with other provisions of City ordinances, this chapter shall control. All Small Wireless Installations shall be constructed and installed to manufacturer's specifications. Provider shall obtain one or more FCC licenses, as required by the FCC, to operate its Wireless Facilities. The City may, at its

discretion, perform testing to ensure that any Wireless Facility is in compliance with the FCC's maximum permissible exposure limits of radio frequency emissions for the general public or that any signage regarding radio frequency emissions is accurate.

14-7-8: ENFORCEMENT AND REMEDIES:

- A. **Enforcement:** The City is responsible for enforcing and administering this chapter, and the City or its designee is authorized to give any notice required by law or under any Master License Agreement, Design Standards, Application, or Permit. Failure of the City to require performance of any term in this chapter or the waiver by either party of breach hereof shall not prevent subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

- B. **Default:** If a Wireless Provider defaults under any provision of this chapter and such default is not cured within thirty (30) days following notice by City to Wireless Provider of its default, or such longer cure period as permitted by City, City shall maintain all its rights and remedies, at law and in equity, including to:
 - 1. Fine the violating party One Hundred Dollars (\$100.00) per day per violation until the violation is cured;
 - 2. Terminate or suspend any Permit, or Master License Agreement, held by the violating party;
 - 3. Withhold issuing any new Permits to the violating party; and
 - 4. Use bond proceeds to remove and impound the Small Wireless Installation at the expense of the violating party until the violation has been cured.

**MASTER LICENSE AGREEMENT FOR
SMALL WIRELESS FACILITIES IN PUBLIC RIGHT OF WAY**

This License Agreement For Wireless Facilities in the Public Right of Way (“Agreement”) is made and entered into as of the Effective Date by and between PARK CITY MUNICIPAL CORPORATION (“Licensor” or “City”) and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Licensee” or “Wireless Provider”).

RECITALS

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Section 1.

WHEREAS, Licensee seeks to install and operate Small Wireless Facilities on existing Wireless Support Structures in the City’s public right-of-way, and to install, modify, or replace Utility Poles associated with Small Wireless Facilities in the public right of way, upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such Wireless Support Structures and Utility Poles in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, Licensee will abide by and ensure all applications and infrastructure are consistent with the “Design Standards: Small Wireless Facilities Within the Public Right-of-Way;” Laws; the Application; and this Agreement, all of which will be approved by the City Council of Park City Municipal Corporation;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Parties agree as follows:

1. DEFINED TERMS

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

“Abandon” means to permanently relinquish ownership of a Small Wireless Installation in its then existing location.

“Affiliate” means any entity that controls, is controlled by, or is under common control with a Party.

“Agreement Initial Term” means an initial term of ten (10) years.

“Annual Term” means a term of one (1) year.

“Application” means an application to install a Small Wireless Installation, on file with the City Engineer. Licensor may, in its own sole discretion, modify the Application and any requirements therein, at any time and for any reason, including to respond to changes in Laws, so long as any requirements imposed by the Application conform to Laws. See Exhibit 1.

“Casualty Event” means any casualty, fire, act of God, or other harm affecting a Small Wireless Installation licensed in whole or in part to Licensee pursuant to a Permit.

“Commencement Date” means the first day of the month following the day Licensee commences installation of the Small Wireless Installation at a particular location under a Permit.

“Days” means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state of Utah), that date shall be extended to the next business day.

“Decorative Pole” is defined in Utah Code section 54-21-101(2).

“Default” means the failure by a Party to (1) perform any obligation or condition of this Agreement, or (2) refrain from performing any action prohibited by this Agreement, where in either case such failure continues for a period of more than thirty (30) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the obligation, prohibition, or condition of this Agreement which the Party is alleged to have failed to perform. Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such thirty (30) day period, and thereafter such efforts are completed with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party against whom the failure to perform has been alleged.

“Design Standards” means the document Design Standards: Small Wireless Facilities within the City Right-of-Way adopted by Licensor. Licensor may, in its own sole discretion, modify the Design Standards at any time and for any reason, including to respond to changes in Laws, so long as the Design Standards conform to all requirements imposed by Laws. Any modifications to the Design Standards will apply retroactively to all existing Permits granted under this Agreement. See Exhibit 2.

“Effective Date” means the latest date in the signature blocks in the Agreement.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“Event of Force Majeure” means any act of God, strike, civil riot, fire, flood, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement.

“FCC” means the Federal Communications Commission.

“Fee” means payment to Licensor by Licensee according to Licensor’s then-current fee schedule.

“Interference” means any material and adverse physical obstruction of, or impairment of, the radio signals or operation of Licensee’s Small Wireless Facility operated pursuant to a Permit.

“Laws” means all federal, state and local laws, orders, rules and regulations applicable to Licensee’s ownership or use of a any Small Wireless Installation, or Licensor’s ownership and use of any associated Wireless Support Structure or Utility Pole, including associated improvements or equipment, in the public right-of-way.

“Licensee Indemnitees” means Licensee, its employees, affiliates, officers, directors, successors and assigns.

“Licensor Indemnitees” means Licensor, its officers, officials, employees, and volunteers.

“New Law” means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Facilities on public infrastructure or in the public right-of-way, that differ, in any material respect from the rates, terms or conditions of the Agreement.

“Parties” means Licensor and Licensee collectively.

“Party” means individually Licensor and Licensee.

“Permit” means an Approved Application that grants Licensee the right to install, maintain, and operate the described Small Wireless Installation pursuant to the terms of this Agreement and the conditions imposed by the Permit, including the Design Standards and Laws.

“Permitted Site” means the areas of Licensor’s public right-of-way approved for Licensee’s Permitted Use as described or depicted in a Permit.

“Permitted Use” means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement or upgrade of any Small Wireless Installation necessary for its successful and secure use.

“Person” means and includes any natural person, partnership, firm, association, public utility company, corporation, company, organization, or entity of any kind.

“Approved Installation” means any Small Wireless Installation that has been approved in writing by Licensor.

“Public Improvement Project” means any construction or expansion of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines or other capital improvement project within Licensor’s jurisdiction undertaken by or on behalf of Licensor. Public Improvement Project does not include work undertaken for the benefit of a non-governmental entity, even if such work is performed by Licensor.

“Rate Schedule” means the schedule of all application fees and annual fees, as adopted by the City. All fees shall comply with the provisions of Utah Code Annotated § 54-21-501 as amended.

“Relocation Notice” means a written notice delivered to Licensee at least ninety (90) days prior to the date of Licensor’s desired relocation deadline.

“Replacement Utility Pole” means a Utility Pole, associated with a Small Wireless Facility and installed by Licensee, the installation of which requires the removal of all or a substantial part of an existing Utility Pole. The Replacement Pole shall remain the property of Licensee unless Abandoned. Licensee shall be responsible for the disposal or storage of the preexisting Utility Pole.

“RF” means radio frequency.

“Small Wireless Facility” is defined in Utah Code section 54-21-101(25).

“Small Wireless Installation” means a Small Wireless Facility installed, mounted, maintained, or operated on an existing Utility Pole or Wireless Support Structure in the public right-of-way, or a new Utility Pole or Replacement Utility Pole, on which a Small Wireless Facility is installed, mounted, maintained, or operated, in the public right-of-way.

“Substantial Modification” means a proposed modification or replacement to an existing Small Wireless Installation that will substantially change the physical dimensions of the supporting structure under the substantial change standard established in 47 C.F.R. § 1.6100(b)(7).

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

“Term” means the Agreement Initial Term and any renewal terms exercised pursuant to Section 3.1 of this Agreement.

“Termination Date” means the final day on which this Agreement is valid and binding and is the final day of the Agreement Initial Term subsequent to the Effective Date, or the final day of any renewal term subsequent to a renewal date pursuant to Section 3.1 of this Agreement.

“Utility Pole” is defined in Utah Code section 54-21-101(28).

“Wireless Facility” is defined in Utah Code section 54-21-101(29).

“Wireless Support Structure” is defined in Utah Code section 54-21-101(34).

2. GRANT OF LICENSE. To the extent not already governed by Laws, and subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee: (i) the non-exclusive right to install, construct, repair, replace, reconstruct, maintain, remove, or retain in, on, over, under, upon, across, or along Licensor’s public rights-of-way Small Wireless Installations at the Permitted Sites; and (ii) as applicable, a license for Licensee’s use of the Permitted Sites as necessary to utilize Licensor-owned Wireless Support Structures and to utilize, replace, or upgrade Licensor-owned Utility Poles, as provided herein and as provided in the individual Permit signed by the Parties pursuant to this Agreement. The license granted

herein is revocable only in accordance with the terms and conditions of this Agreement. No use by Licensee of any Licensor-owned property under this Agreement shall create or vest in Licensee any ownership or property rights in such property. Nothing in this Agreement grants Licensee the right to install, modify, or operate any Small Wireless Installation, or to install any other facilities, that do not conform to this Agreement.

3. TERM

3.1 Agreement Term. This Agreement shall commence as of the Effective Date and remain in full force and effect for the Agreement Initial Term and any following renewal terms, unless sooner terminated in accordance with the terms of this Agreement or by operation of Laws. If either Party seeks to renegotiate or amend this Agreement, or if Licensor desires to terminate this Agreement, the requesting Party must provide written notice thereof to the other Party no later than six (6) months prior to the Termination Date. Both Parties shall deem such notice to be a good faith request for negotiations. If either Party makes such request, this Agreement may remain in effect for a period not to exceed three (3) months following the Termination Date, for the purpose of amending or replacing this Agreement. If no Party makes a request for renegotiation, amendment, or termination no later than six (6) months prior to the Termination Date, this Agreement shall automatically renew for a five (5) year renewal Term.

3.2 Permit Term. A Permit is valid for ten (10) years or for the duration of the Master License Agreement between the Licensee and Licensor, whichever is shorter, unless sooner terminated in accordance with the terms of this Agreement.

4. CHARGES, BILLING AND PAYMENT

4.1 Fees. Licensee shall pay to Licensor an Application Fee, an Annual Fee, and a Collocation Fee, if applicable, for each Small Wireless Installation as provided in the Rate Schedule.

4.2 Timing of Payment. Licensee shall pay the Application Fee upon submission of the Application. Annual and Collocation Fees are due within thirty (30) days of Licensee's receipt of Permit. Thereafter, any fees due shall be paid on or before each anniversary of the receipt of Permit.

4.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Fee) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within thirty (30) days of receipt of invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor and shall not be payable by Licensee.

5. APPLICATION AND PERMIT

5.1 Application. Subject to Section 5.4 below, before installing, operating, maintaining, or replacing any Small Wireless Installation, Licensee shall apply for a Permit from Licensor using an Application in the form attached as provided by the City Engineer. The City has the right to require wireless providers to submit proof of compliance with Federal Law along with the application. This proof includes but is not limited to: environmental assessments and other documents that may be required under the National Environmental Policy Act; proof of compliance with the National Historic Preservation Act; and proof of compliance with federal RF-emission laws and regulations, to the extent permitted by Laws.

5.2 Processing of Application. Unless Laws provide otherwise, processing of an Application shall comply with the requirements of Utah Code section 54-21-302(3)-(6). Licensor may deny an Application if the Application fails to comply with: any requirements imposed by the Application, the Design Standards, Laws or this Agreement. Regardless of such compliance, Licensor may deny an Application if such denial is necessary to protect human health, safety, or welfare. With respect to an Application for the installation, operation, maintenance, or replacement of a Small Wireless Facility on Licensor-owned property, Licensor may, on Technical Grounds, deny all or part of an Application, limit the technical characteristics (e.g., weight or size) of the Small Wireless Facility, or limit the number of

Small Wireless Facilities that may be installed, operated, maintained, or replaced on such property. In the event of rejection on Technical Grounds of an Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection. In the event that Licensor approves Licensee's Application, then the Parties shall promptly proceed in good faith to sign and deliver a Permit for the Wireless Facility fully consistent with Licensor's approval of the Application.

5.3 Consolidated Application. For applications involving the installation, operation, maintenance, or replacement of multiple Small Wireless Installations that are substantially similar in design, Licensee may, in its discretion, file a consolidated application for multiple Small Wireless Installations not to exceed twenty-five (25) total installations. Upon approval by Licensor, Licensor shall issue a separate Permit for each approved Small Wireless Installation in the consolidated application. Licensee may submit no more than one consolidated application, or no more than twenty-five (25) singular applications, every thirty (30) days.

5.4 Modifications and Replacements. Licensee must submit a new Application and receive a new permit to modify, replace, or upgrade a Small Wireless Installation if the modification, replacement, or upgrade involves a Substantial Modification. If a modification, replacement, or upgrade to a Small Wireless Installation does not involve a Substantial Modification, Licensee shall be allowed to perform such modification, replacement, or upgrade to its Wireless Facility without further land use review or approval by Licensor; provided, however, that all other applicable municipal reviews and approvals, such as the issuance of a building permit and right-of-way permits, shall be required. In connection with the foregoing, the City has the right to require Licensee to submit proof of compliance with Federal Law as described in section 5.1.

5.5 Approved Installations. Once the design for a certain Small Wireless Installation has been approved by Licensor and has become an Approved Installation, any subsequent Application to install another instance of the same design may, in Licensor's sole discretion, be exempted from certain Application requirements, such as structural design details and electrical specifications. All other municipal reviews and approvals, including the execution of a Permit, building permits, and right-of-way/encroachment permits, shall apply to any Application for an Approved Installation.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair, and maintain its Small Wireless Installations in safe condition and good repair in accordance with this Agreement, the Design Standards, Application, Permit, and Laws.

6.2 Costs to Rearrange/Adjust Third Party Facilities. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Facility, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

6.3 No Liens. Licensee will not allow the placement of any lien with respect to any Licensor-owned property or facility, including Utility Poles and Wireless Support Structures, resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) days of the lien being recorded on such property.

6.4 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors which perform work in furtherance of this Agreement are adequately trained and skilled to perform work in the public right-of-way, including work on associated structures such as Utility Poles and Wireless Support Structures in the public right-of-way, in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Facilities; provided, however, that if Licensee and Licensor agree to utilize Licensor's electrical service serving Licensor-owned property, then commencing on the first (1st)

day of the month following the date that Licensee first utilizes Licensor's electrical service to provide power for the Wireless Facility, Licensee shall pay to Licensor a flat utility usage fee each month as set out in the Rate Schedule until such use is discontinued by Licensee. Licensee shall pay Licensor the difference between the flat utility usage fee estimate and the actual utility cost incurred by the Licensor, as invoiced by Licensor in accordance with Section 4.3 of this Agreement.

8. OPERATION AND MAINTENANCE

8.1. RF Emissions. Licensee's operation of its Wireless Facilities shall comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage as long as it complies with the City's Sign Code, and other mitigation, such as a power cut-off switch, to allow workers to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shutdown. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the Party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the important nature of Licensee's Wireless Facilities and agree to limit the frequency of power-downs and to restore power as promptly as reasonably possible.

8.2 Interference.

(a) Licensee shall operate its Wireless Facilities in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties, provided such transmissions are operated in compliance with Laws.

(b) Licensor will not cause, nor will Licensor knowingly permit its employees, tenants, licensees, invitees, agents or independent contractors to cause, Interference with Licensee's existing Small Wireless Installations. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within thirty (30) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to determine the cause of the Interference and to develop reasonable solutions to resolve the Interference in a mutually acceptable manner.

8.3 Ownership and Maintenance of Small Wireless Installations. Any Small Wireless Installation installed by Licensee pursuant to this Agreement shall remain the property of Licensee until Abandoned or removed. Licensee shall be responsible for maintaining the structural integrity and outward appearance of the Small Wireless Installation, including ensuring that the Small Wireless Installation conforms with the Design Standards, associated Permit, this Agreement, and Laws, for the duration of the associated Permit. Licensee shall be liable for any claims arising from the placement or operation of the Small Wireless Installation, including but not limited to claims arising from: structural failure; falling snow, ice, or other debris; vehicular or pedestrian accidents; or electrocution. Licensee agrees to store and maintain in good condition, at Licensee's sole expense, any original Decorative Pole replaced by Licensee. Such Decorative Pole shall remain the property of Licensor.

9. RELOCATION AND ABANDONMENT

9.1 Relocation for Public Improvement Projects. In the event Licensor desires to replace, relocate, modify, demolish, or in any way alter Licensor-owned property in connection with a Public Improvement Project in a manner likely to cause Interference with Licensee's Small Wireless Installation, Licensor shall have the right to cause Licensee to relocate its Small Wireless Installation subject to the terms and conditions set forth herein; provided, however, Licensor shall use reasonable efforts to fully accommodate Licensee's continuing use of the Small Wireless Installation without relocation if it is reasonably possible to do so. Licensee assumes all risk and costs of relocation when submitting an Application and using the public right-of-way for its Small Wireless Installations.

(a) Relocation. If Licensor's Public Improvement Project requires Licensee to

relocate its Small Wireless Installation from all or any portion of the right-of-way, Licensor shall have the right to require Licensee to relocate the Permitted Site upon the following terms and conditions: (i) Licensor shall deliver to Licensee a Relocation Notice to relocate the Small Wireless Installation; (ii) Licensor shall identify a suitable alternate location that provides substantially similar signal coverage for the Wireless Facility as that of the Permitted Site being relocated; (iii) such relocation will be performed exclusively by Licensee with costs allocated in accordance with Laws; (iv) Licensee shall have ninety (90) days from receipt of the Relocation Notice to relocate the Small Wireless Installation; (v) Licensee shall have the right to operate a temporary Small Wireless Facility, if feasible, in a mutually agreeable location in the vicinity of the Permitted Site during such relocation with no additional fee due to Licensor; and (vi) the applicable Fee for the Permit shall not abate, provided that Licensee can operate such a temporary Small Wireless Facility. Licensee shall not be required to pay any additional application, review or other Licensor fees in connection with any relocation initiated by Licensor. If in Licensee's reasonable judgment no suitable Relocation location can be found, then Licensee shall have the right to terminate the applicable Permit for which Licensor is requiring relocation upon written notice to Licensor, and without penalty or further obligation.

(b) Relocation In The Event of An Emergency. Notwithstanding Section 9.1(a) above, in the event of an Emergency, Licensor will endeavor to provide as much notice to Licensee for the relocation of the Small Wireless Installation as warranted by the circumstances pertaining to the Emergency.

9.2 Decommission by Licensor. If Licensor determines to decommission any Licensor-owned Utility Pole or Wireless Support Structure on which a Licensee-owned Small Wireless Facility is installed, then Licensor shall give Licensee at least sixty (60) days' prior written notice of Licensor's intent to take such action. Licensee must remove or otherwise dispose of its Wireless Facilities within this sixty (60) day period, at which time the Permit shall automatically terminate.

9.3 Abandonment by Licensee. Licensor may deem a Small Wireless Installation Abandoned by Licensee if: (i) use of the Small Wireless Installation has been discontinued for a continuous period of twelve (12) months; (ii) Licensor has notified Licensee that the Small Wireless Installation fails to conform with any term of this Agreement, the associated Permit, or Laws, and such nonconforming condition has not been remedied within sixty (60) days of notification; or (iii) the Permit associated with the Small Wireless Installation has expired or been terminated and Licensee has not removed the Small Wireless Installation within sixty (60) days pursuant to Section 12.5 of this Agreement. If any Small Wireless Installation is deemed Abandoned under this section, Licensee shall remove the Small Wireless Installation within thirty (30) days of the Licensor's notice of such Abandonment and shall repair and restore the City Right-of-Way to a similar or better condition than at the time of the installation. If Licensee fails to remove the Small Wireless Installation, Licensee retains the right to do so at Licensee's expense. The City shall have the right to inspect and approve the condition of the City Right-of-Way and any Licensor-owned property affected by the Small Wireless Installation prior to and after its removal. The liability, indemnity, and insurance provisions of this chapter and any security required of Licensee shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this section.

10. INSURANCE AND BOND

10.1 Certificate of Insurance. Licensee shall at its sole expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required.

10.2 Required Insurance.

(a) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$1,000,000 each accident, \$1,000,000 by disease policy limits,

and \$1,000,000 by disease each employee. To the extent allowed by law, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

- \$3,000,000 General Aggregate Limit
- \$2,000,000 Each Occurrence
- \$2,000,000 Each Occurrence - Personal Injury
- \$2,000,000 Products/Completed Operations Aggregate Limit

The required Commercial General Liability policy must include Licensor as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(c) Business Automobile Liability insurance with limits of \$2,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

10.3 Notice of Cancellation. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

10.4 Compliance Bond. Upon approval of an Application, Licensee shall be required to post a bond in the amount of \$5,000 for each Small Wireless Installation, such bond to be held and maintained during the entire period of Licensee's operation of each Small Wireless Installation in the City, as a guarantee of compliance with this Agreement, City law, the associated Permit, and all other local, state, and federal requirements. This bond may be used for any costs incurred by the Licensor to cure Licensee's non-compliance.

11. INDEMNIFICATION

11.1 Indemnification by Licensee. To the extent permitted by law, Licensee shall indemnify, hold harmless and, at Licensor's sole option, defend Licensor Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensor Indemnitees, or any of them, may incur, asserted by third parties against Licensor Indemnitees, or any of them, by reason of the installation, operation, use, repair, or removal of any Small Wireless Installation or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensor Indemnitees, or any of them.

11.2 Indemnification by Licensor. To the extent permitted by law, and except for the waiver of subrogation granted by Licensee under Section 10.2(a) above, Licensor shall indemnify, hold harmless and, at Licensee's sole option, defend Licensee Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensee Indemnitees, and any of them, may incur, asserted by third parties against Licensee Indemnitees, or any of them, by reason of the breach of the terms of this Agreement by Licensor, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensee Indemnitees, or any of them.

12. DEFAULT AND TERMINATION

12.1 Licensee's Default and Licensor's Remedies. If Licensee is in Default, pursuant to the defined term, then thereafter Licensor may elect any of the following remedies:

(a) terminate this Agreement, which shall terminate all Permits granted thereunder, provided that: such default affects this Agreement as a whole; such default affects a substantial number of Permits granted pursuant to this Agreement; or Licensee has established a pattern of non-compliance with this Agreement.

(b) if applicable, suspend Licensee's access to any Licensor-owned property, including Utility Poles and Wireless Support Structures, to which the Default pertains;

(c) terminate the specific Permit(s) or affected portion thereof covering the Small Wireless Installation to which the Default pertains;

(d) require Licensee's obligation to which the Default has been declared to be specifically performed;

(e) use the compliance bond to cure the Default at the expense of the Licensee; or

(f) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

12.2 Termination by Licensee. Licensee may terminate this Agreement without cause by providing sixty (60) days' notice to Licensor.

12.3 Voluntary Termination of Permit.

(a) A Permit may be terminated by Licensee for any reason or no reason at any time prior to the Commencement Date effective upon written notice to Licensor.

(b) A Permit may be terminated by Licensee after the Commencement Date for any reason or no reason, and such termination shall be effective following: thirty (30) days' written notice to Licensor, the removal of the Small Wireless Installation pursuant to sections 12.5(a)–(d) of this Agreement, and Licensee's payment to Licensor of a termination fee equal Twenty-Five Percent (25%) of the Fee, at the then-current rate. Notwithstanding the foregoing, no such termination fee will be payable on account of the termination of a Permit by Licensor, or by Licensee under any termination provision contained in the following Sections of this Agreement: Section 9.1, 9.2, 12.1, 12.2, 12.3(a) or 13. Additionally, in the event Licensee has paid a Fee to Licensor for the use of the Permitted Site, then Licensor shall have the right to retain such Fee without refund or other credit to Licensee.

12.4 Licensor's Default and Licensee's Remedies. If Licensor is in Default, then Licensee may terminate this Agreement or elect to pursue any rights or remedies available to Licensee at law or in equity.

12.5 Removal and Replacement after Termination. Within sixty (60) days following expiration or early termination of any Permit, Licensee shall, as appropriate:

(a) restore to the original condition, excluding normal wear and tear, any existing Utility Pole or Wireless Support Structure on which Licensee installed, operated, maintained, or replaced a Small Wireless Facility pursuant to the Permit;

(b) remove any new Utility Pole installed pursuant to the Permit and restore the Permitted Site to its original condition;

(c) remove any non-decorative Replacement Utility Pole installed pursuant to the Permit and install either the original Utility Pole or a new Utility Pole substantially similar to the original pole in size, appearance, and functionality; or

(d) reinstall any original Decorative Pole replaced and stored by Licensee pursuant to section 10.4 of this Agreement.

13. CASUALTY. In the event of damage, to any Licensor-owned Utility Pole or Wireless Support Structure on which Licensee's Small Wireless Facility is installed, due to a Casualty Event that cannot reasonably be

expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event can reasonably be expected to disrupt Licensee’s operations on the Licensor-owned Utility Pole or Wireless Support Structure for more than forty-five (45) days, then Licensee may elect from among the following alternatives at any time following such Casualty Event: (i) terminate the applicable Permit or affected portion thereof upon fifteen (15) days’ written notice to Licensor; (ii) place and operate a temporary facility, if feasible and approved by Licensor, at a mutually agreeable location in the vicinity of and reasonably equivalent to Licensee’s current use of the Licensor-owned property until such time as the Licensor-owned property is restored and the Small Wireless Facility is returned to full on-air operation in the ordinary course of Licensee’s business; or (iii) submit a new Application for an alternate location equivalent to Licensee’s current use of the Licensor-owned property, in which case Licensor shall waive the application fee and transfer all remaining rights to the new location as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Permit, notice of termination shall cause the applicable Permit or affected portion thereof to terminate 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 the applicable Permit. Licensee will be entitled to collect from its insurer all insurance proceeds payable to Licensee on account thereof, including any portion of any prepaid Fee on a pro rata basis. If Licensee does not elect to terminate the applicable Permit, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that either the temporary facility is placed and operational as provided in (ii) above, or the Wireless Facility or Licensor-owned Utility Pole or Wireless Support Structure is relocated as provided in (iii) above.

14. MISCELLANEOUS PROVISIONS

14.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

<p>If to Licensee (including invoices):</p> <p>[Name of Company] Attn: [enter] Re: Wireless Facilities in the Right-of-Way (City of ____) (____) FA No.: _____ [street name] [city],[state] [zip code]</p>	<p>If to Licensor:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>With a copy to the [company] Legal Department:</p> <p>[Name of Company] Attn: [enter] Re: Wireless Facilities in the Right-of-Way (City of ____) (____) FA No.: _____ [street name] [city],[state] [zip code]</p>	

Contact Number for day to day operation:

Licensor: _____
Licensee: _____

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

14.2 Force Majeure. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any Event of Force Majeure.

14.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the authorized successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations (a) to an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Small Wireless Installations are located.

14.4 Compliance with Laws. Licensee and Licensor agree to comply with Laws. Nothing in this Agreement shall relieve Licensee of any obligation to obtain all other regulatory approvals, permits, authorizations or licenses for the offering or providing of such services from the appropriate Federal, State, and local authorities. Such obligations include, but are not limited to, licenses from the FCC to operate wireless transmitters or any permit or other authorization required to: conduct business within the City, use property owned by the City or third parties, or excavate or perform other work in or along the City Right-of-Way.

14.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Utah without regard to its conflict-of-laws principles, and, where applicable, federal law.

14.6 Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement or any Permit, or the alleged breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise in writing. The mediator shall be mutually selected by the Parties. In case of disagreement, the mediator shall be selected by lot from among two nominations of mediators within twenty (20) miles of Park City, Utah provided by each Party. All costs and fees required by the mediator shall be split equally by the Parties, otherwise each Party shall bear its own costs of mediation. If mediation fails to resolve the dispute within ninety (90) days after the demand for mediation, either Party may pursue litigation to resolve the dispute. Demand for mediation shall be in writing and delivered to the other Party to this Agreement and shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen.

14.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement that are affected by any New Law be renegotiated to conform to the New Law on a going-forward basis for all existing and new Small Wireless Installations. In the event that the Parties are unable to agree upon any new fees, rates, or terms of conditions within ninety (90) days after such notice, then any fees, rates, or terms contained in the New Law shall apply as of the effective date of the New Law until the negotiations are completed or until a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the parties are negotiating.

14.8 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

14.9 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

14.10 Survival. The terms and provisions of this Agreement, that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

14.11 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

14.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

14.13 Electronic Signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

[FULL NAME OF LICENSOR]

[Company Name]

By: [Person name]

Its: [Position]

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT 1

Application

EXHIBIT 2

Design Standards