

## LICENSE AND USE AGREEMENT

THIS LICENSE ("License") is made and entered into this 27 day of December 2016, by and between the Grand Junction Regional Communications Center (hereinafter called LICENSOR and Optimus Communications LLC, LICENSEE. The LICENSEE and the LICENSOR may be referred to collectively as the "Parties."

### RECITALS:

The LICENSOR and LICENSEE desire to enter into a License for access to and limited use of the tower and premises known as the Collbran Tower (hereafter "Premises") located at 15620 57 ½ RD Road located in the Collbran, Colorado with the following terms as the expression of said License.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter stated, the Parties hereto agree as follows:

1. LICENSOR hereby grants to LICENSEE a license to occupy and use, subject to all of the stated terms and conditions, a portion of the Premises, for the LICENSEE's communication equipment. The equipment is identified on Exhibit A attached to and incorporated in this License.
2. Term: The term of this Agreement shall commence upon the Effective Date and shall terminate on the fourth anniversary of the Effective Date ("Term") unless otherwise terminated as provided herein. LICENSEE shall have the option to extend the Term for successive three (3) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless LICENSEE notifies LICENSOR of its intention not to renew at least thirty (30) days prior to commencement of the succeeding Renewal Term.
3. The Premises may be occupied and used by the LICENSEE solely for the purposes stated herein which shall include, but not be limited to, installation, repair, renovation and maintenance of the communication equipment described in Exhibit A. In all cases, LICENSEE shall notify the Grand Junction Regional Communications Center in advance of work performed. If it is not reasonable to notify the Grand Junction Regional Communications Center in advance because of emergency maintenance, notification shall be made as soon as reasonably possible.
4. LICENSEE shall have no right to assign this License or to sublet the use of the Premises.
5. If the Premises or any portion of the Premises are damaged during the term of this License by the negligence of the LICENSEE, its agents, employees or servants, LICENSOR shall make demand on the LICENSEE to pay such sums as determined by the LICENSOR to be necessary to restore the Premises to the condition that existed prior to the occurrence of such damage. The LICENSEE shall pay the claim within 30 days of receipt unless the claim is disputed in good faith.

6. LICENSEE shall keep in force at its expense, so long as this License remains in effect and during such other times as LICENSEE occupies the premise, insurance coverage acceptable to LICENSOR with minimum limits of One Million Dollars (\$1,000,000.00) in account of bodily injuries to or death of one or more persons as a result of any one accident or disaster and property damage with a minimum limit of \$660,000.00.
7. LICENSEE shall not make any alterations except repair and maintenance or installation of new or upgraded equipment to the Premises or any part thereof without obtaining LICENSOR's written approval. Upon removal of LICENSEE's improvements, LICENSEE shall repair, at its expense, any damage other than normal wear and tear caused by removal. LICENSEE shall restore the Premises to original condition.
8. LICENSEE will indemnify LICENSOR and save it harmless from and against any and all claims, action, damage, liability and expense in connection with loss of life, personal injury or damage to property arising from or out of the occupancy or use by LICENSEE of the Premises or any part thereof or any other part of LICENSOR's property, occasioned wholly or in part by any act of commission or omission by LICENSEE, its officers, agents, contractors and/or employees.
9. The LICENSOR shall provide written notice to the LICENSEE of any claimed, alleged or asserted breach of this License. LICENSEE shall have a reasonable period not to exceed 15 days to cure the default. Such notice shall not serve to invalidate this License but instead shall serve as the basis for non-renewal. LICENSOR may terminate this license subject to Paragraph 13.
10. LICENSEE agrees that it shall reasonably comply with the demands, requests or expectations of the LICENSOR. LICENSOR acknowledges that the LICENSEE may access the Premises during the term of this License: 24 hours per day, seven days per week. LICENSEE shall cooperate with LICENSOR for such access and at all times may the LICENSEE and/or its agent(s) may not interfere or be the cause of any interference with the operations, activities or other conduct of the LICENSOR's operations. LICENSEE shall at all times comply with background checks and/or other security requirements of the LICENSOR.
11. The payment terms for the term of this License are as follows: \$600 annual fee (\$50.00/mo.) commencing with the execution of this License and each January thereafter for the term of this License or until the License is terminated in accordance with paragraph 12
12. As additional consideration the LICENSEE agrees to provide 15/3mbps internet service to the public safety agencies of Mesa County that are located at the Collbran tower additionally the LICENSEE will provide 15/3mbps Internet service to The Collbran Marshal, and the Plateau Valley Fire Department at their Collbran sites, for the term of this agreement. The LICENSEE understands and expressly agrees that continuing service is an express and required term of its use of and access to the Premises. Acceptance of service by these agencies is not a requirement for this agreement.

13. LICENSEE agrees to provide to the LICENSOR copies of all frequency licenses issued by the National Telecommunications and Information Administration (NITA) or the Federal Communications Commissions (FCC) authorizing operation of their radio equipment at the Site.
14. The LICENSOR may terminate this License upon 180 calendar days' written notice. The LICENSOR shall provide at least 180 calendar days' written notice to the LICENSEE of termination and shall remove its equipment subject to the provisions of Paragraph 7. LICENSEE may revoke the license upon 90 calendar days' written notice.
15. LICENSEE shall not operate its equipment in any manner, which shall result in electromagnetic interference by way of example, but not limited to: radio, television, wireless, internet or other consumer electronic equipment used by the LICENSOR or the residents of the structure. Radio frequency interference shall be a material breach of this License. In the event electromagnetic interference should occur in the operations of the antenna/repeater, the LICENSOR shall notify LICENSEE of such interference and shall promptly alter its antenna or take such other corrective steps to abate all such interference. Failure to abate interference within 10 days is grounds for immediate termination of this license.
16. LICENSEE shall take all reasonable measures to assure that its equipment is properly installed so as to minimize risk of fire or other property damage due to a lightning strike, wind or other weather.
17. The administrators of this License and the obligations arising out of and under it for LICENSEE is Mark McGowan and for LICENSOR is Paula Creasy. All correspondence, scheduling and communication about the License shall be through these persons and/or their designees.


**LICENSOR:** Grand Junction Regional Communication Center, by the City of Grand Junction, a Colorado home rule municipality.

Signed and dated this 27 day of December 2016.

By:   
John Camper, Board Chair

**LICENSEE:** Optimus Communications

Signed and dated this 28 day of December 2016.

By:   
Mark McGowan, Partner

## **Exhibit A**

### **Equipment List**

1. Outdoor equipment cabinet
2. Four 120 degree sector antennas with radio mounted at the top of the tower
  - Back haul radios will be mounted as close to the ground as possible with fresnal zone and tree interference considered.
3. One back haul radio with 3' antenna to Gandi Park
4. One back haul radio with 4' antenna to Palisade Point