



TOWER SITE LEASE AGREEMENT AND ACCESS EASEMENT

This Tower Site Lease Agreement and Access Easement (“Agreement”) is made to be effective this ____ day of _____ 2023 (“Effective Date”), by and between the City of Crete, Nebraska (“Landlord”), and AMG Nebraska ISP, LLC., a Nebraska limited liability company (“Nextlink”).

For good and valuable consideration, the parties hereto agree as follows:

1. **Tower Site.** Landlord owns a parcel of land generally located at the southeast corner of Betten Dr and E 29th Street, Crete, NE 68333 and legally described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”). The Property is improved with a water tower (the “Tower Site”) which is depicted on Exhibit “B” attached hereto and incorporated herein by this reference. Subject to the terms and conditions of this Agreement, Landlord hereby leases to Nextlink, and Nextlink hereby leases from Landlord, a portion of the Tower Site (the “Leased Premises”) on which directional antennas, connecting cables, and appurtenances will be attached and located (the “Antenna Facilities”). The exact location of the Leased Premises shall be mutually agreed upon between the parties, both parties acting reasonably.
2. **Access Easement.** Nextlink and its employees, agents, contractors, and other designees shall have access to the Leased Premises on a 24-hours-a-day, 7-days-a-week basis; provided, however, that: (i) Nextlink shall only access the Leased Premises for routine maintenance during Business Hours; and (ii) in case of emergency, Nextlink may access the Leased Premises by contacting the City Administrator. The term “Business Hours” shall mean the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, federal and state holidays excepted. All routine maintenance to be performed by Nextlink outside of Business Hours shall be scheduled through the City Administrator at least two (2) business days in advance (“Scheduled Maintenance”). Landlord shall provide Nextlink one (1) free Scheduled Maintenance each year. Any additional Scheduled Maintenance in a given year shall be invoiced by Landlord to Nextlink at Landlord’s then-current hourly overtime rate for the employee who provides the access. Landlord shall invoice for a minimum of one (1) hour per Scheduled Maintenance, followed by increments of quarter hours (.25) after the one-hour minimum has been met. Payment shall be due within thirty (30) days of the invoice date.
3. **Utility Services.** Landlord shall ensure that adequate utility services are accessible and available at the Property to service the Antenna Facility. Landlord shall provide adequate connections for the same, at Landlord’s expense. Landlord shall be responsible for paying all utility charges associated with the Property.
4. **Rent and Free Internet Connection.**

Rent. Upon the Effective Date, Nextlink shall pay Landlord an annual rental payment in the amount of Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) (the “Rent”), at the address specified in Section 10. Subsequent payments of Rent shall be made on each anniversary date of the Effective Date. The Rent for each Renewal Term shall be an amount equal to one hundred fifteen percent (115%) of the Rent for the immediately preceding term. The Rent shall continue to be paid on an annual basis.

Renewal Term	Rent
1	\$2,760.00
2	\$3,174.00
3	\$3,650.10

Free Internet Connection. Nextlink shall provide Landlord one (1) free internet connection (highest residential plan available) for the life of this Agreement. Installation, required equipment, and service maintenance will be

provided by Nextlink at no charge. Such services shall commence upon completion and activation of the Antenna Facilities. Service location must be within range of the Antenna Facilities.

5. **Governmental Approval Contingency.** Nextlink's right to use the Leased Premises is expressly contingent upon its obtaining all the certificates, permits, licenses, zoning and other approvals that may be required by any federal, state, or local authority. In the event that any certificate, permit, license or other approval is finally rejected, is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority so that Nextlink, in its sole discretion, determines that it will be unable to use the Leased Premises for the Intended Use (defined below), Nextlink shall have the right to terminate this Agreement.

6. **Term and Renewals.**

Initial Term. The "Initial Term" of this Agreement shall commence on the Effective Date and expire at the end of the 60th full month of this Agreement.

Renewal. Subject to the terms and conditions of this Agreement, this Agreement shall be automatically renewed for three (3) additional sixty (60) month terms (each, a "Renewal Term") unless Landlord or Nextlink sends written notice of non-renewal to the other party no later than ninety (90) days prior to the end of the then-current term.

The Initial Term, together with any Renewal Terms, are referred to collectively as the "Term".

7. **Nextlink's Use of Leased Premises.** Nextlink shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Antenna Facilities and related equipment and uses incidental thereto for providing radio and wireless telecommunication services which Nextlink is legally authorized to provide to the public (the "Intended Use"). Nextlink shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices and all applicable laws, including FCC rules and regulations. Nextlink's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage to the Leased Premises or Landlord's adjoining property caused by Nextlink or its contractors during installation or operations of the Antenna Facilities shall be repaired by and at Nextlink's expense within thirty (30) days after notification of such damage by Landlord. The Antenna Facilities shall remain the exclusive property of Nextlink throughout the Term of this Agreement. Nextlink shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of Landlord's adjoining property.
8. **Insurance and General Liability.** Nextlink must maintain "occurrence" form comprehensive general liability coverage during the Term of this Agreement. Such coverage shall include, but not be limited to, bodily injury, property damage-broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations. Said coverage must have limits of liability of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; and property damage of not less than \$1,000,000. These limits may be satisfied by Nextlink's comprehensive general liability coverage or in combination with an umbrella or excess liability policy. Nextlink must keep in force during the Term of this Agreement a policy covering damages to its property at the Leased Premises. The amount of the property insurance shall be sufficient to replace the damaged property, including loss of use, and shall contain ordinance and law coverage.
9. **Agreement Termination.** Except as set forth in Section 5 (for which no notice is required): (i) after the Initial Term, this Agreement may be terminated by either party, for any reason, upon one hundred eighty (180) days written notice; and (ii) either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of written notice thereof by the non-breaching party. In the event that this Agreement is terminated (or not renewed as set forth in Section 6), Nextlink shall have ninety (90) days from the termination or expiration date to remove its Antenna Facilities and related equipment from the Leased Premises and to repair and restore the surface of the Leased Premises to its original state.
10. **Disputes and Notices.** Any claim, controversy or dispute arising out of this Agreement that is not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was

submitted to mediation, venue for any litigation thereafter shall lie in the district courts of the State of Nebraska. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City of Crete, Nebraska
243 E. 13th Street
Crete, NE 68333

If to Nextlink, to: Nextlink Internet
95 Parker Oaks Ln.
Hudson Oaks, TX 76087
ATTN: David Law

11. **Complete Agreement; Amendments; Governing Law.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind except as set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
12. **Severability.** If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
13. **Binding Effect.** This Agreement shall run with the Leased Premises. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto. Nextlink may file a Memorandum of Lease in the county where the Leased Premises are located.
14. **Priority Customer Service.** For immediate service regarding your internet service/connection call **817-752-5558**. For contract questions please call **(682) 204-5050** or email **towerhost@team.nxlink.com** messages and Emails will be reviewed Monday Friday 8am-5pm, responses will be returned within 2 business days.
15. **Indemnification.** Nextlink shall indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising out of Tenant's use of the Leased Premises.
16. **Assignment and Sublease.** This Agreement shall not be assigned by Nextlink without the prior written consent of Landlord. Nextlink shall not sublease the Leased Premises or any portion thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LANDLORD:
City of Crete, Nebraska

NEXTLINK:
AMG Nebraska ISP, LLC.,
a Nebraska limited liability company

By _____
David Bauer, Mayor

By _____
David Law – VP of Field Operations

Exhibit "A"

Legal Description of Property

A tract of land located in the Southeast Quarter (SE 1/4) of Section Twenty-three (23), Township Eight (8), North of Range Four (4), East of the 6th P. M., Saline County, Nebraska, described as follows: Beginning at a point on the south line of said Southeast Quarter, said point being 1305 feet east of the southwest corner of said Southeast Quarter; thence northerly 210.0 feet, at a right angle to the south line of said Southeast Quarter; thence easterly 150.0 feet parallel with the south line of said Southeast Quarter; thence southerly 210.0 feet at a right angle to the south line of said Southeast Quarter, to a point on the south line of said Southeast Quarter, thence westerly 150.0 feet on the south line of said southeast Quarter, to the point of beginning, containing 0.72 acres, more or less.

(PID: 760137218)

Exhibit “B”

Depiction of Tower Site

The location of the Tower Site is indicated by green pin shown in the Arc GIS image:

