



TOWER SITE LEASE AGREEMENT AND ACCESS EASEMENT

This Tower Site Lease Agreement and Access Easement (“Agreement”) is made to be effective this 14th day of December 2021 (“Effective Date”), by and between The City of Crete (“Landlord”), and AMG Nebraska ISP, LLC., a Nebraska limited liability company.

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

1. **Tower.** Subject to the terms and conditions of this Agreement, Landlord hereby leases to Nextlink and Nextlink leases from Landlord the rights to non-exclusively utilize the Landlord’s tower located at:
 - SE corner of Betten Dr and E 29th St, Crete, NE 68333(the “Site Location”) and described on Exhibit “A” attached hereto (the “Structure”) and incorporated herein by reference, subject to any and all existing easements on which a Tower structure along with directional antennas, connecting cables and appurtenances will be attached and located, the exact location of each to be reasonably approved by Landlord together with a non-exclusive easement for reasonable access to the Tower and for adequate utility services, including sources of electric utilities incorporated herein by reference (collectively, the Site Location, the Structure, the access easement and the utility services are referred to herein as (the “Tower”).
2. **Rent.** As consideration for this Agreement, Nextlink shall provide Landlord an annual payment of one thousand eight hundred dollars (\$1800.00) and 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.
3. **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any certificate, permit, license or other approval is finally rejected, is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority so that Nextlink, in its sole discretion, determines that it will be unable to use the Leased Premises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.
4. **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; provided, however, Nextlink’s Rent obligations shall commence as set forth in Section 2 above.

Renewal. Subject to the terms and conditions of this Agreement, Nextlink shall have the right to extend this Agreement for three (3) sixty (60) month renewal periods (each, a “Renewal Term”) commencing on the first day of the month following the expiration date of the Initial Term or prior Renewal Term. This Agreement shall be automatically renewed for each Renewal Term of sixty (60) months unless Nextlink sends written notice of non-renewal to opposing party no later than thirty days (30) prior to the expiration of the Initial Term or prior Renewal Term. Any additional Renewal Terms beyond the third Renewal Term shall require a mutual agreement in writing signed by Landlord and Nextlink.

5. **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, cabinets and an accessory building, 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 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. Nextlink, at all times during this Agreement, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities.
6. **Insurance and General Liability.** Nextlink must maintain "occurrence" form comprehensive general liability coverage during the Initial Term and any Renewal Terms 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 Initial Term and any Renewal Terms 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.
7. **Agreement Termination.** Except as Set forth in Section 3 hereof (for which no notice is required), this Agreement may be terminated by Nextlink upon sixty (60) days written notice to Landlord. In the event that this Agreement is terminated or not renewed, 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 Site Location to its original state.
8. **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: Thomas Wurtele | If to Nextlink, to: Nextlink Internet |
| 141 S 66 th Rd | 95 Parker Oaks Ln. |
| Nebraska City, NE 68410 | Hudson Oaks, TX 76087 |
| | ATTN: David Law |
9. **Complete Agreement; Amendments.** 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 construed in accordance with the laws of the State of Nebraska.
10. **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.

11. **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.
12. **Payment of Utilities.** Landlord shall provide connections for the consumption of electrical and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.
13. **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.
14. **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 Premises.

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

LANDLORD	NEXTLINK;
	AMG Nebraska ISP, LLC., an Iowa limited liability company
By _____	By _____
City of Crete	David Law – VP of Field Operations
By _____	

Exhibit "A"

Legal Description of Landlord's Property

[from deed into Landlord]

Parcel ID 760137218 Links Photo #1 Map Number 3689-23-0-00000-000-0036 Cadastral # 003-036-0040 Current Owner THE CITY OF CRETE Mailing Address 243 EAST 13TH STREET CRETE, NE 68333- Situs Address CRETE PRCT Tax District 5 Tax ID 003-036-0040 School District CRETE 2 Neighborhood 1950 Property Class Exempt Lot Width x Depth Legal Description CRETE PRCT PT SE 1/4 SE 1/4 SEC. 23-8-4 .72A (ICL)

Exhibit “B”

Site Location Description

The Site consists of the water tower and equipment shelter to be located at the SE corner of Betten Dr and E 29th St, Crete, NE 68333 (40.640145, -96.937437). Approximate tower location is indicated by green pin shown in the Arc GIS image.

