AGREEMENT

THIS AGREEMENT is executed on the ____ day of _____, 2019 by and between the City of Council Bluffs (hereinafter "City") and Uniti Fiber, LLC (hereinafter "Uniti").

WITNESSETH:

WHEREAS, Uniti is a facilities-based service provider constructing, operating, and maintaining fiber optic networks and delivering communications services to customers; and

WHEREAS, Uniti requests that the City grant a nonexclusive license to Uniti to operate and maintain its fiber optic cable system both above-ground and under-ground (the "Network"), and deliver services using the Network in certain City rights of way ("ROW"); and

WHEREAS, the City finds that the encroachment of the Network in the ROW will not be a detriment to said ROW and as such will serve the public use and convenience of residents and business in the City; and

WHEREAS, the City is willing to grant a license and permits to Uniti for the operation, maintenance, and use of the Network in the City ROW under certain conditions and restrictions as stated below; and

WHEREAS, Uniti agrees to abide by those conditions and restrictions in exchange for the City granting said license.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the City and the mutual covenants contained herein, the City and Uniti agree as follows:

1. The City grants to Uniti and Uniti does hereby accept a nonexclusive license to operate, maintain, and use the Network subject to all the terms and conditions of this Agreement.

2. All operation, maintenance, and use of the Network shall be done pursuant to all the laws and regulations of the City, State of Iowa, and any other governmental unit or agency applicable thereto as amended from time to time.

3. Uniti understands and agrees that all work done hereunder in the ROW shall be performed in a good and workman-like manner subject to the approval of the City and that the costs and expenses of the location of facilities in the ROW will be paid by Uniti.

4. The Network shall at all times remain the property of Uniti and, except to the extent caused by the City's negligence or willful misconduct, the City shall not be responsible for the repair or continued maintenance of the Network.

5. This Agreement shall not give rise to any right of ownership in the City ROW to Uniti. The City ROW shall continue to be a public property held by the City in trust for the general public.

6. The Uniti Network shall be operated, maintained, used, and removed so as not to interfere with either the public use of the City ROW or the rights of abutting and adjoining land owners. Except as prohibited by state or federal law, upon the City's reasonable request, Uniti must promptly and at the City's expense with due regard to seasonal working conditions remove and relocate its Network in the ROW when necessary if the City requests such removal and relocation for the public health safety and welfare or when necessary to prevent interference with the safety and convenience of ordinary travel over the ROW.

7. The City may reject, revoke, suspend, or modify this Agreement and require Uniti to remove the Network in the affected portions of the ROW at Uniti's own expense after providing Uniti with a sixty (60) day notice and a reasonable opportunity to cure under the following circumstances:

(a) Uniti is not in full compliance with the material requirements of this Agreement or state or federal law;

(b) Uniti has failed to maintain required bonds and or insurance as required by the Agreement or has failed to secure required licenses registrations and authorizations required by the City; and

(c) Uniti engaged in proposed activity which was contrary to the public health, safety, or welfare.

8. Uniti agrees to indemnify and hold the City, its officers, officials, employees, and agents harmless against any and all third-party claims, causes of action, liabilities, or expenses, including judgments, costs and damages, and including any costs incurred by the City: (a) directly arising out of any damage to tangible property or personal injuries caused by Uniti, Uniti's agents, or the Network; and/or (b) any material breach of this Agreement by Uniti.

9. Uniti understands and agrees that the City, public utilities, and/or cable television companies, and their successors and assigns, may also have certain rights in, over, under, upon, or across the City ROW and that the said license shall be subject to the previously granted rights.

10. Any notice, request, demand, or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service, or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

If to Uniti: Uniti Fiber LLC
Attn: Allison W. Taylor, Vice President, Operations
10802 Executive Center Drive
Benton Building Suite 300

Little Rock, AR 72211
Phone: 501-850-0850

With a copy to:

Robert P. Williams, Esquire
Outside Counsel
600 Peachtree Street, NE
Suite 3000
Atlanta, GA 30308
Phone: 404-885-3438
Fax: 404-885-3900
Email: robert.williams@troutman.com

12. The initial term of this Agreement shall be ten (10) years commencing on the date that Uniti provides notice to the City, in accordance with paragraph 10 of this agreement, that it has begun operating the Network, and terminating at midnight on the last day of the month in which the tenth annual anniversary of this date shall have occurred.

(a) This agreement shall continue thereafter in five (5) year terms unless cancelled by written notice by either party not less than six (6) months prior to any expiration date.

13. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Uniti shall provide notice of any successors in interests to the City at least sixty (60) days prior to any change in such interest. A copy of this Agreement may be recorded, at the expense of Uniti.

14. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

15. Uniti shall carry and keep and maintain in force and effect throughout the term of this Agreement, a policy or policies of insurance, the limits of such policy or policies to be in the amount of not less than $1,000,000.00 per occurrence in respect of injury to persons and in the amount of not less than $2,000,000.00 per occurrence in respect of property damage and destruction in form and substance satisfactory to City, at Uniti's sole cost and expense, insuring both the City and Uniti against all claims, demands or actions arising out of or in connection with: (a) Uniti's maintenance and use of the ROW; and (b) Uniti's liability assumed under this Agreement. All such policies shall be procured from a company or companies approved to do business in Iowa. Such policies shall further provide that not less than thirty (30) days' written notice shall be given to City before such policy may be canceled or changed to reduce the insurance coverage provided thereby.

16. Uniti has examined and knows the condition of the ROW and has received the same in good order and repair, AS-IS, WHERE-IS, and acknowledges that no representations as to the

condition and repair thereof have been made by City, prior to or at the execution of this Agreement that are not herein expressed.

17. Uniti will not permit any mechanic's lien or liens to be placed upon the ROW during the term hereof, and in case of the filing of such lien, Uniti will promptly pay same or with the prior written consent of the City, Uniti may post a bond or indemnity in an amount sufficient to protect Uniti and the ROW and indemnify, defend, and hold City harmless from any third-party liability for any amount claimed in said lien. If default in payment thereof shall continue for thirty (30) days after written notice thereof from City to Uniti, City shall have the right and privilege at City's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Uniti to City and shall be repaid to City immediately on rendition of bill therefor.

18. Limitation of Liability. NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST:

_____

WITNESS:

_____

CITY OF COUNCIL BLUFFS, IA

By:_____

Title:_____

UNITI

_____

Name: Allison W. Taylor
Title: Vice President, Operations
Date:_____