

Execution Version

**CITY OF LA CROSSE
RIGHT-OF-WAY LICENSE AGREEMENT**

This Right-of-Way License Agreement (“**Agreement**”) is made and entered into as of the last signature date written below (the “**Effective Date**”), by and between City of La Crosse (“**City**”), a Wisconsin municipality, and Wisconsin Technology Networking, LLC, a Delaware limited liability company (“**Licensee**” or “**WITN**”). City and Licensee are collectively referred to as the “**Parties.**”

RECITALS

- A. Pursuant to Wis. Stat. § 62.11(5), City has authority to regulate the use of the public Right-of-Way under its jurisdiction.
- B. Licensee has submitted certain Revocable Occupancy/Street Privilege Permit Applications (“**Permit Applications**”) seeking to construct, maintain, and operate certain Small Wireless Facilities on utility poles (“**Poles**”) owned by Xcel Energy (“**Pole Owner**”) and located within the ROW (collectively, the “**Sites**”).
- C. City is willing to grant Licensee a license to use the ROW for this purpose, subject to the terms and conditions of this Agreement and any and all applicable existing or future City Ordinances.

AGREEMENT

THE PARTIES agree as follows:

1. Definitions.

- 1.1. **Carrier** means a third-party carrier who provides Wireless Services via the Small Wireless Facilities located at a Site.
- 1.2. **Law** means any federal, state, or local law, regulation, ordinance or order applicable to the activities described in this Agreement (including, but not limited to, those issued by the FCC or its successor agency) and any binding judicial interpretations thereof.
- 1.3. **Permit Application** means the application for a permit for the installation of Licensee’s Small Wireless Facilities at a specific Site.
- 1.4. **Rights-of-Way or ROW** means the surface of, and the space above and below, not to exceed the current usual and customary height and/or depth of existing utilities, any City street, road, alley, highway, public way, or sidewalk held by City or over which City exercises any rights of management or control.
- 1.5. **Rights-of-Way Regulation or ROW Regulation** means any and all portions of current or future City ordinances that concern the regulation or management of Right-

of-Way and that are applicable to all companies, as defined in Wis. Stat. § 182.017(1g)(b), operating within the Right-of-Way.

- 1.6. **Site** means a pole location to which Licensee's Small Wireless Facilities are located. Each Site is to be listed on **Exhibit A** after the City has approved Licensee's Site-specific Permit Application.
 - 1.7. **Small Wireless Facility** means the compact antennas and radio equipment, including supporting lines, cables, wires, braces, masts, or other appurtenances, installed on a Pole by or on behalf of Licensee to support the provision of Wireless Services.
 - 1.8. **Wireless Service** means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communications Commission ("FCC") or any successor agency.
2. **Grant of License.**
- 2.1. Subject to this Agreement, City shall issue Licensee a non-exclusive license to occupy the ROW at each Site listed on **Exhibit A** for the purposes of constructing, maintaining, and operating its Small Wireless Facilities at such Site. Each Site-specific license shall take effect only upon the City's approval of a Site-specific Permit Application in its sole and absolute discretion. **Exhibit A** shall be updated accordingly.
 - 2.2. This Agreement shall not relieve Licensee from the requirement to obtain, at its expense, any and all federal, state, or local permits, licenses, or other governmental authorizations and to comply with all ROW Regulations.
 - 2.3. Nothing in this Agreement is intended to create an interest or estate of any kind or extent in the Sites, the ROW, or any other property under City's management or control, nor does this Agreement create a landlord/tenant relationship, and Licensee is not entitled to avail itself of any rights afforded to tenants or lessees under the Laws of the State of Wisconsin.
 - 2.4. This Agreement is subject and subordinate to the prior and future rights and obligations of City to use the ROW and to the exercise of its powers in the performance of its duties. Accordingly, City reserves the right to construct and reconstruct improvements and appurtenances in, upon, over, under, across, and along the Sites and otherwise within the ROW, and in connection therewith, the right to grant and convey to others rights and interests to the Sites and ROW.
 - 2.5. Subject to the provisions of this Agreement and provided that the Small Wireless Facilities do not interfere with any City utility operations or any public safety equipment whether or not owned by City, Licensee has the right to do the following:
 - 2.5.1. Construct, maintain, and operate the Small Wireless Facilities at the Sites listed in **Exhibit A** provided that:

- 2.5.1.1. As part of its Permit Application, Licensee shall submit to City construction drawings for each Pole, as approved by Pole Owner (“Approved CDs”), which shall be incorporated into this Agreement as **Exhibit B**. **Exhibit B** shall be updated as necessary as each Permit Application is approved by City.
- 2.5.1.2. Such work is performed in strict compliance with the Approved CDs.
- 2.5.1.3. No wireless facilities are installed on the ground, and all above ground facilities are located on the Pole at the Site.
- 2.5.1.4. The height of the Pole on which the Small Wireless Facility is to be located is not increased by more than nine (9) feet -- as measured from the top of the existing Pole to the top of any proposed Pole extension -- without the prior written consent of City, which consent it may withhold in its sole and absolute discretion; except that City may not withhold its consent where Licensee demonstrates that the excess height is due solely to Pole Owner’s electric service requirements and that, despite its best efforts, Licensee is unable to identify another Pole that would meet Licensee’s requirements without exceeding the height limitations in this Agreement.
- 2.5.1.5. Perform all work necessary to prepare, maintain, and alter the Sites for the uses permitted under this Agreement.
- 2.5.2. Alter, replace, enhance, or upgrade a Small Wireless Facility identified in Exhibit A at any time during the term of this Agreement, provided that:
 - 2.5.2.1. The height of the Pole affected by the proposed work is not increased, unless approved by City, which approval may not be unreasonably withheld.
 - 2.5.2.2. The new Small Wireless Facility is not greater in size, weight or height than the Small Wireless Facility being replaced.
 - 2.5.2.3. The Site or Pole is not altered in a manner that adversely affects the safety or functionality of the affected ROW or the aesthetic impact to City, nearby residents, or other ROW users.

2.6. Nothing in this Agreement grants Licensee the right to install its own poles in the ROW.

3. **Term/Termination/Removal.**

- 3.1. The term of this Agreement shall be ten (10) years, commencing on the Effective Date. Unless this Agreement has been terminated or Licensee is then in default, this Agreement may be renewed for two (2) renewal terms of five (5) years each upon

Licensee's written request submitted to City at least ninety (90) days prior to the expiration of the initial ten-year term or any subsequent five-year renewal term.

- 3.2. Violation of any material term, covenant, condition, or provision contained in this Agreement or City ordinance shall be cause for immediate termination of this Agreement by City, unless corrected within sixty (60) days after Licensee's receipt of City's written request to do so.
- 3.3. Non-operation or abandonment of a Small Wireless Facility for a period of one hundred eighty (180) or more days shall constitute a termination of the license granted under this Agreement for use of the Site where the affected Small Wireless Facility is located.
- 3.4. Within thirty (30) days of the expiration or earlier termination of this Agreement or any license to use a Site, Licensee shall, at its sole expense, remove the Small Wireless Facilities (excluding any part of the Site owned by Pole Owner) and shall repair any damage to any City improvements or the ROW caused by such removal. Upon removal of all equipment and appurtenances associated with the Small Wireless Facility, Licensee shall, at its sole cost and expense, restore the condition of the Site(s) and ROW to their former condition, reasonable wear and tear excepted. Licensee shall also be responsible for the cost to return the Pole to its original height.
- 3.5. The Parties acknowledge that the bond required under Section 9.3 of the Pole Use License Agreement Between City of La Crosse and Wisconsin Technology Networking, LLC ("**Pole Agreement**") covers Licensee's activities under this Agreement. In the event, however, that Licensee fails to provide or maintain the bond required under the Pole Agreement, the following provision shall immediately apply:

Licensee shall provide to Licensor a performance bond in the amount of Forty Thousand Dollars (\$40,000.00), which shall be renewed as necessary, to ensure Licensee's performance under this Agreement as well as the timely restoration of the ROW and removal of the Wireless Attachments subject to this Agreement. The City of La Crosse shall be named as the obligee in the bond.
- 3.6. City shall have the authority at any time to order and require Licensee to remove any Small Wireless Facilities under Licensee's ownership or control that is in violation of City ROW Regulations. In case Licensee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, City shall have the authority to remove the offending facilities at Licensee's expense, all without compensation or liability or damages to Licensee.
- 3.7. Licensee may terminate this Agreement in its entirety or terminate an individual license associated with a Site at any time, with or without cause, upon giving five (5) months' advanced written notice to Licensor and Licensee shall have no further obligations or liability in connection therewith.

4. **Site Access.**

- 4.1. Licensee and its employees, agents, subcontractors, vendors, and invitees shall have access to the Sites without notice to City twenty-four (24) hours a day, seven (7) days a week, at no charge.
- 4.2. Such Site access is subject to the following conditions:
 - 4.2.1. Licensee shall not obstruct any ROW without obtaining any permits or other approvals as may be reasonably required by City or City ordinance.
 - 4.2.2. Licensee shall conduct construction, maintenance, or repair work only during those hours set forth in City ordinances when construction activities are permitted, exigent circumstances excepted.

5. **Permitted Uses/Compliance With Laws.**

- 5.1. Subject to the provisions of this Agreement, Licensee may use the Sites for any activity directly connected with the operation of the Small Wireless Facilities, provided that Licensee shall not construct or operate any structures or improvements other than the Small Wireless Facilities without City's prior written consent.
- 5.2. Licensee shall be responsible at its sole cost and expense to maintain and operate all Small Wireless Facilities under its ownership or control in compliance with all Laws, including all ROW Regulations in effect during the term of this Agreement.
- 5.3. Licensee represents that the Small Wireless Facilities shall be used solely for the provision of Wireless Services by Carriers for the benefit of Wireless Service users and that Licensee shall not use or allow the Small Wireless Facilities to be used to offer or provide any services other than those described in this Agreement.

6. **Reimbursement of City's Regulatory Costs.**

- 6.1. With respect to the Permit Applications already submitted and with respect to any future applications, Licensee shall submit a per-Site fee of \$500 with each permit application so that City may recover its regulatory costs associated with Licensee's use of local ROW; such costs include management review and oversight and construction inspection costs relating to the construction and modification of the Small Wireless Facilities at each Site (collectively, "**Regulatory Costs**").
- 6.2. All payment to City shall be made payable to: City of La Crosse, Wisconsin. The payment of City's Regulatory Costs is in addition to any other fees required pursuant to City ordinances.

7. **Construction of Improvements.**

- 7.1. Except as otherwise provided in this Agreement, no improvements, including the Small Wireless Facilities, shall be constructed at the Sites without City's prior written approval of plans and specifications, which shall include review of the aesthetic and visual nature of the Small Wireless Facilities, the effect of the Small Wireless

Facilities upon the safety and functionality of the ROW, and the public health, welfare and safety.

- 7.2. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. City shall endeavor to approve or request changes to the plans and specifications within forty-five (45) days of receipt of such plans.
 - 7.3. Notwithstanding Section 7.1, Licensee shall be permitted to swap out, replace, and upgrade its wireless facilities without City's consent, subject to the limitations set out in Article 2.
 - 7.4. All work done, including construction of the Small Wireless Facilities, shall be performed in accordance with approved plans, unless otherwise approved in writing by City.
 - 7.5. The entirety of each Small Wireless Facility, except for the Pole, is and shall remain Licensee's personal property and shall not be deemed to be a fixture.
 - 7.6. Licensee shall comply with City's requirements as to construction occurring within the ROW, including obtaining any and all permits for any such construction. Licensee shall restore to City standards any pavement, sidewalks, landscaping, or signage disturbed by Licensee or its contractors. Licensee shall coordinate the scheduling and timing of the construction work with City to avoid any disruption to the travelling public or to any planned activities within or near the ROW. Licensee shall not cut into or trench within the ROW during the time period set out in La Crosse Municipal Code § 40-35, as amended from time to time.
 - 7.7. Within thirty (30) days of the completion of all authorized work, Licensee shall file with City Engineer a construction plan reflecting the as-built condition of the Small Wireless Facilities. All construction plans submitted to City Engineer shall be approved and certified by Licensee's responsible engineer and approved by City as built per approved plans and City standards and specifications.
8. **Relocation.**
- 8.1. Licensee represents that its pole attachment agreement with Pole Owner ("**Pole Owner Agreement**") contains a provision requiring that Licensee's Small Wireless Facilities be relocated whenever Pole Owner is required by Law to relocate a Pole associated with a Site.
 - 8.2. Licensee shall permanently or temporarily relocate its Small Wireless Facilities at a Site if required under the terms of the Pole Owner Agreement. If City determines that Licensee has failed to remove and/or relocate its Small Wireless Facilities at the affected Site in accordance with the terms of the Pole Owner Agreement, City may remove the Small Wireless Facilities at Licensee's expense sixty (60) days after Licensee's receipt of written notice from City, subject to the rights of Pole Owner under the Pole Owner Agreement. City shall use reasonable care when removing the

Small Wireless Facilities. City shall not be liable to Licensee for any damage to its Small Wireless Facilities during such removal.

- 8.3. Licensee shall temporarily relocate any Small Wireless Facility at Licensee's sole expense within thirty (30) days of written notice from City in the event that relocation of the Small Wireless Facility becomes necessary due to any work performed in the ROW requiring such temporary relocation. Licensee may install a temporary antenna facility and an alternate power source during any such temporary relocation upon the mutual agreement of the Parties.
- 8.4. In the event that a Site must be permanently or temporarily relocated to accommodate a City public works project ("**City Project**") and the City Project is delayed due to any action or inaction on Licensee's part with respect to the Site relocation, Licensee shall be responsible to City for liquidated damages of \$500 per day for each day the City Project is so delayed following one-day's written notice to Licensee. Such liquidated damages are not intended to be a penalty.

9. **Interference.**

- 9.1. Licensee shall operate the Small Wireless Facilities in a manner that will not cause harmful interference to:
 - 9.1.1. The facilities of others lawfully occupying the ROW, provided that the installation of such facilities predate that of the offending Small Wireless Facility.
 - 9.1.2. All public safety equipment operated by City or other local governmental agency.
 - 9.1.3. Any communications systems operated by City, regardless of when such systems are installed or when their use commences.
- 9.2. In the event City notifies Licensee that it suspects that a Small Wireless Facility is a source of harmful interference with City's supervisory control and data acquisition ("**SCADA**") equipment or any public safety equipment, Licensee shall use its best efforts to work with City to determine whether a Small Wireless Facility is a source of such interference and to eliminate the interference. Due to the critical nature of public safety equipment and City's SCADA equipment, Licensee shall, if directed by City, immediately cease operation of the Small Wireless Facility until Licensee is able to cure and eliminate the interference to the satisfaction of the City Engineer. Licensee acknowledges that it may be necessary for Licensee to modify or relocate the offending Small Wireless Facility to eliminate such interference, and City shall reasonably consider relocation sites in such event.
- 9.3. In the event that Licensee refuses to or is unable to eliminate the interference within twenty-four (24) hours of receiving notice of the interference, City shall have the right to suspend the license for the offending Small Wireless Facility.

- 9.4. The Parties agree to cooperate in developing solutions to interference problems, including determining which modifications may be necessary to end the interference.
- 9.5. If relocation or modification is deemed necessary by City due to harmful interference with City's communications equipment or with public safety equipment caused by a Small Wireless Facility, Licensee shall redesign or relocate any or all of the Small Wireless Facilities to alternate locations approved by City, at Licensee's sole cost and expense, or if such modification or relocation is not acceptable to Licensee, Licensee may terminate this Agreement.
- 9.6. Except in emergencies or as otherwise agreed to by City, Licensee shall not perform or have performed any tests, construction, installation, operation, maintenance, or repair within the Sites or otherwise within the ROW that will interfere with the use of the ROW by City or members of the general public.

10. Maintenance and Repair.

- 10.1. Licensee shall at its sole cost and expense maintain the Small Wireless Facilities in good and workable order and good appearance.
- 10.2. City shall have no obligation or responsibility to repair any of the Small Wireless Facilities damaged or destroyed through the actions of any third party, including but not limited to, motor vehicle accidents. Licensee shall be solely responsible for repairing or replacing, at Licensee's sole expense, any such damage or destruction.
- 10.3. Whenever the installation, operation, maintenance, repair, removal or relocation of a Small Wireless Facility causes damage to the ROW or a Site, Licensee shall at its sole cost and expense promptly repair and return the damaged ROW or Site to a safe and satisfactory condition, equal to the condition immediately prior to its damage, normal wear and tear excepted, and to the reasonable satisfaction of the City Engineer.
- 10.4. Licensee shall not maintain, commit, or permit the maintenance or commission of any waste or any nuisance within the ROW associated with its use of the ROW and shall not use or permit the use of the Sites or the Small Wireless Facilities for any unlawful use or purpose.

11. Hazardous Substances.

- 11.1. Licensee shall comply with all Laws applicable to Hazardous Materials. Licensee shall not use, create, generate, store, deposit, transport, dispose of or allow any Hazardous Materials on, under, about or within the ROW in violation of any federal or state environmental law or regulation ("**Environmental Law**").
- 11.2. Licensee shall be responsible for any expense incident to the abatement or compliance with the requirements of any Environmental Law to the extent caused by the activities of Licensee or its agents, employees, or contractors.
- 11.3. As used in this Agreement, "**Hazardous Materials**" shall mean any and all polychlorinated biphenyls, petroleum products, asbestos, urea formaldehyde, and other

hazardous or toxic materials, wastes, or substances, any pollutants and/or contaminants, or any other similar substances or materials which are defined or identified as such in or regulated by any Law (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup, or any judicial or administrative interpretation of such Laws or any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities.

12. Indemnification.

- 12.1. Licensee shall indemnify, defend, and hold harmless the City of La Crosse and its elected officials, officers, commissioners, employees, agents, representatives, and departments (collectively, “**Indemnitees**”), from and against any and all costs, claims, liens, damages, losses, expenses (including reasonable attorney’s fees and other costs and expenses of litigation), fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature (collectively, “**Claims**”) which may be asserted against or incurred by City or an Indemnatee or for which City or an Indemnatee may be held liable, which arise from the negligence, willful misconduct, or other fault of Licensee or its employees, agents, contractors, or their subcontractors or a Carrier or from the installation, operation, use, maintenance, repair, removal, or presence of the Small Wireless Facilities, whether they be owned by Licensee, Pole Owner, or a Carrier, except to the extent such Claims are caused by the negligence or willful misconduct of City or an Indemnatee.
- 12.2. Licensee’s obligations under this Article 12 shall not be limited by deductible amounts under any insurance policy required under this Agreement. City shall give prompt written notice to Licensee of any claim for which City seeks indemnification. Licensee shall have the right to investigate, defend, and compromise these claims with prompt notice to City Attorney.
- 12.3. Notwithstanding anything to the contrary in this Agreement, Licensee’s obligation under this Article 12 shall survive termination or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City or any Indemnatee.

13. Insurance.

- 13.1. During the term of this Agreement, Licensee shall carry, at its own cost and expense, the following insurance:
 - 13.1.1. Workers’ Compensation and Employer’s Liability insurance as required by law.
 - 13.1.2. Commercial Automobile Liability insurance covering all owned, hired, and non-owned private passenger autos and commercial vehicles, with limits of liability not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence and in the aggregate.

- 13.1.3. Commercial General Liability (“CGL”) insurance with respect to its activities in the ROW, such insurance to afford minimum protection of at least Two Million and 00/100 Dollars (\$2,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage.
- 13.1.4. Umbrella Liability Insurance in excess of the CGL and automobile liability insurance required above, with limits of liability not less than Five Million and 00/100 Dollars (\$5,000,000) per occurrence and in the aggregate.
- 13.2. Such insurance will be primary with respect to Licensee’s indemnity obligations under this Agreement. The insurer must be licensed to do business in the State of Wisconsin and have an A- or better rating from A.M. Best. All policies, other than workers’ compensation and employer’s liability, shall be written on an occurrence, and not on a claims-made, basis.
- 13.3. Licensee’s CGL, automobile, and umbrella policies shall contain a provision listing City of La Crosse as an additional insured, which shall be so stated on the certificate of insurance. Upon execution of this Agreement, Licensee shall furnish Licensor with certificates of insurance and the declarations page and endorsement adding City as an additional insured as required under this Article 13.
- 13.4. Licensee shall ensure that each of its contractors and/or subcontractors adhere to the same insurance requirements set forth in this Article (the “**Insurance Requirements**”); provided, however, this provision may be satisfied by contractors’ insurance policies that meet the Insurance Requirements and insure the activities of their subcontractors in lieu of separate subcontractor insurance policies.
- 13.5. City may increase the limits of liability stated in Sections 13.1.2 to 13.1.4 in the event of any factors or occurrences, including, without limitation, substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or Laws that would materially increase City’s exposure to risk.

14. **Additional Provisions.**

- 14.1. *Amendments.* The provisions of this Agreement may be amended only by mutual written consent of the Parties.
- 14.2. *Notices.* All written notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses or at such other address as the respective Parties may provide in writing for this purpose:

To Licensor at: City of La Crosse
 Attn: City Clerk
 400 La Crosse Street

La Crosse, WI 54601

With a copy to: City of La Crosse
Attn: President, Board of Public Works
400 La Crosse Street
La Crosse, WI 54601

To Licensee at: Wisconsin Technology Networking, LLC
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660
Attn: Asset Management
Phone: (877) 999-7070
assetmgmt@mobilitie.com

With a copy to: Wisconsin Technology Networking, LLC
660 Newport Center Drive
Suite 200
Newport Beach, CA 92660
Attn: Legal Department
Phone: (877) 999-7070
legal@mobilitie.com

**24/7 Emergency
Contact**

Information: Mobilitie Network Operations Center (NOC)
(877) 244-7889
mnoc@mobilitie.com

- 14.3. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations, and other agreements concerning the subject matter contained in this Agreement.
- 14.4. *Amendment.* Any amendments to this Agreement must be in writing and executed by authorized representatives of both Parties.
- 14.5. *Invalidity.* If any provision of this Agreement is invalid or unenforceable with respect to either Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14.6. *Assignment.* Licensee shall not assign all or any portion of this Agreement or any license granted under this Agreement without City's prior written consent, which may not be unreasonably withheld, conditioned, or delayed. Licensee may assign this Agreement without City's consent to any of its subsidiaries or successor legal entities, or its parent company, or to any entity acquiring substantially all of Licensee's assets; provided, however, that Licensee gives City thirty (30) days'

advance written notice of the assignment. Such notice shall identify the assignee and provide appropriate contact information. Any unauthorized assignment shall be void and City shall have the right to immediately terminate this License upon such unauthorized assignment. Any assignment allowed under this Agreement shall not be effective until the assignee agrees in writing to assume all of Licensee's obligations under this Agreement.

- 14.7. *Ownership of Facilities.* The Parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Small Wireless Facilities deployed by Licensee in the Rights-of-Way pursuant to this Agreement may be owned and/or operated by Licensee's wireless Carrier customers and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Such Small Wireless Facilities shall be treated as Licensee's facilities for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such Small Wireless Facilities; (ii) Licensor's sole point of contact regarding such Small Wireless Facilities shall be Licensee; and (iii) Licensee shall have the right to remove and relocate the Small Wireless Facilities.
- 14.8. *Successors and Assigns.* Subject to Section 14.6, this Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.
- 14.9. *Governing Law.* This Agreement shall be governed by the Laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 14.10. *Survival.* Except as may otherwise be provided pursuant to Section 14.5, all obligations of Licensee under this Agreement that are capable of being fully performed but are not fully performed as of the expiration or earlier termination or assignment of this Agreement shall survive such expiration or termination including without limitation all obligations concerning the condition of the Sites and ROW.
- 14.11. *Waiver.* The waiver by City or Licensee of any breach of any term, covenant, condition, or provision contained in this Agreement ("Terms"), shall not be deemed to be a waiver of such Terms for any subsequent breach of the same or any other Terms. No waiver shall be binding unless executed in writing by the Party making the waiver.
- 14.12. *Execution of Agreement.* This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- 14.13. *Change of Law.* If any Law applicable to any aspect of the rights or obligations of the Parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations illegal or invalid, the Parties agree to promptly amend this Agreement as reasonably required to ensure compliance with the Law.

CITY OF LA CROSSE

By: Timothy Kubit

Name: TIMOTHY KUBIT

Title: MAYOR

Date: 6-25-2018

**WISCONSIN TECHNOLOGY
NETWORKING, LLC**

By: [Signature]

Name: CHRISTOPHER GUAS

Title: Sr. GENERAL COUNSEL

Date: 5/1/18

Exhibit A

IDENTIFICATION OF SITES

[Sites are to be listed in accordance with Section 2.1]

Latitude	Longitude	Address	WITN Site ID	Pole Owner

Exhibit B

APPROVED CONSTRUCTION DRAWINGS

[Construction Drawings to be attached in accordance with Section 2.5.1.1.]