

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

### **LICENSE AGREEMENT**

This LICENSE AGREEMENT ("the Agreement") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") and is between Baldwin County, Alabama, a political subdivision of the State of Alabama (the "County") and Cellco Partnership d/b/a Verizon Wireless, a foreign general partnership (the "Company").

#### **SECTION 1.     GRANT OF LICENSE**

(1)     *Non-Exclusive License*

- (a)     The County hereby grants the Company a non-exclusive license to construct, maintain, and operate small wireless facilities (hereinafter "Small Wireless Facility", "Small Wireless Facilities", or "SWF") and/or support structures upon those portions of County rights-of- way specified in one or more small wireless facility utility permits ("SWF Utility Permit") issued by the County to the Company, in accordance with and subject to the provisions of that certain Resolution #2021-070 Relating to Small Wireless Facilities on Public Rights- of-Way adopted April 20, 2021, as the same may be amended from time to time (hereinafter the "Resolution" which has been attached hereto as **Exhibit A**); each SWF Utility Permit issued by the County to the Company; this Agreement; and applicable law.

(2)     *Authority under this Agreement*

- (a)     This Agreement, or SWF Utility Permits entered into pursuant to the Resolution and this Agreement, only grants the Company authority with respect to the placement of Small Wireless Facilities on or in the immediate vicinity of support structures, including fiber optic cable for up to ten (10) feet on either side of the support structure, that are located or proposed to be located in the rights-of-way.
- (b)     No provision in this Agreement is intended to permit, regulate or authorize the placement by the Company of wire or fiber optic lines, coaxial cable, switches, pedestals or networking equipment of any type that is used to transport communication signals, data or messages between support structures or between any other points in the rights-of-way.
- (c)     In the event the Company desires to place communication equipment or other facilities along the rights-of-way of a kind not authorized by this Agreement, it shall obtain a separate license agreement or similar authorization from the County relating to the construction of other types of facilities or use of other locations on or along the rights-of- way.

- (d) If the Company desires to use any of its Small Wireless Facilities for the purpose of providing any services other than the provision of telecommunications or information service, such as cable service, other subscription multichannel video programming services, utility, or other non-utility services to existing or potential subscribers or resellers, or by providing any other use of Small Wireless Facilities to existing or potential consumers, the Company shall seek an additional and separate agreement or authorization from the County or other authority as may be required by applicable law.

## **SECTION 2. INCORPORATION**

The terms of the Resolution, of each SWF Utility Permit issued by the County to the Company, and applicable law are incorporated herein as though set out at length. Should the provisions of the Resolution differ from the provisions of this Agreement or any SWF Utility Permit, the Resolution shall control.

## **SECTION 3. CERTIFICATIONS**

The Company makes the following certifications:

- (a) Company is a foreign general partnership, duly organized, validly existing, and in good standing under the laws of the State of Delaware, is qualified to do business under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted, to enter, execute and deliver this Agreement, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this Agreement.
- (b) The Company, as of the date of this Agreement, has adequate financial resources to install Small Wireless Facilities and/or support structures in accordance with the requirements of this Agreement, and/or as otherwise required by applicable codes, and knows of no technical or legal impediment which would prevent it from performing as so contemplated.
- (c) The Company is not prohibited by any agreement or applicable law from entering into this Agreement.
- (d) All corporate actions and consent required on Company's part to enter, execute and deliver this Agreement have been completed.

The foregoing certifications are material to the grant of this Agreement. A breach of any of the certifications above shall constitute a non-curable default under this Agreement and shall entitle the County to immediately terminate this Agreement for cause. A breach of the certification contained in subsection (d) shall constitute a curable default under this Agreement, wherein following written notice, the Company will have reasonable time to cure such default.

#### **SECTION 4. TERM**

(1) *Term*

- (a) This Agreement shall be effective upon approval by the Baldwin County Commission (hereinafter the "County Commission") and, subject to termination or revocation as provided in the Resolution, shall be valid for a period of five (5) years from such date. Upon the Company's written certification to the County Commission within thirty (30) days of the expiration of the term hereof that the Company remains in compliance with the provisions of the Resolution, this Agreement, and each SWF Utility permit issued to the Company by the County, this Agreement will be automatically renewed for one additional five (5) year term without further action required by the County.

(2) *Operation after Termination; Holding over.*

- (a) Notwithstanding anything to the contrary contained in this Agreement, in the event the Company, at the sufferance of the County, holds over beyond the term of this Agreement and continues to operate all or any part of its Small Wireless Facilities, provide all or any of its wireless communications services, or otherwise exercise all or any of the rights granted under this Agreement, after the term of the Agreement, the Company shall continue to comply with and be subject to all applicable provisions of this Agreement, including all fee and other payment provisions, throughout the period of such holding over, provided that any such holding over shall in no way be construed as a renewal or other extension of this Agreement.
- (b) In the event the term of this Agreement has expired and the parties are in the process of re-negotiating, applying for, or processing an application for a renewal of this Agreement or a new agreement, or as they may otherwise agree, this Agreement shall continue on a month-to-month basis, unless either party gives thirty (30) days' advance written notice to the other that they desire to terminate this Agreement.

#### **SECTION 5. NOTICE OF TRANSFER, SALE, AND ASSIGNMENT**

(1) *Notice of Transfer.*

- (a) The Company shall not sell, transfer, lease, assign, set, or dispose of, in whole or in part, its Small Wireless Facilities or support structures in the rights-of-way without providing the County Commission with prior written notice.
- (b) The written notice must:
- (i) Identify the entity (hereinafter referred to as "Successor in Interest") that will acquire control of the Company or its Small Wireless Facilities;
  - (ii) Contain a summary of the proposed transaction; and

- (iii) Contain a statement from a person with authority to bind the Successor in Interest certifying under penalty of perjury that the Successor in Interest agrees to and accepts and is able to meet the terms and conditions of this Agreement, the Resolution, and each SWF Utility Permit.

(2) *Notice of Consummation.*

- (a) Within forty-five (45) days after the closing of the transaction, or such additional time as the Baldwin County Commission may allow, the Successor in Interest shall submit to the County Commission a written certification, executed by an authorized representative of the Successor in Interest, certifying under penalty of perjury that
  - (i) The Successor in Interest accepts and agrees to be bound by, and to assume all liabilities and obligations of the Company under this Agreement, the Resolution, and each SWF Utility Permit;
  - (ii) All required licenses, consents, certificates of public convenience and necessity, or other governmental authorizations issued by the Federal Communications Commission, the Alabama Public Service Commission or any other agency having jurisdiction over the Successor in Interest's acquisition of an interest in the Company or its facilities have been obtained.
  - (iii) Proof of insurance and the posting of any required security in accordance with this Agreement and the Resolution; and
  - (iv) The names and addresses of those persons to whom notice as may be required hereunder should be directed.

(3) *Outstanding Compensation Due.*

- (a) In the event the Company has outstanding compensation, payments or other liabilities due to the County that have not been paid or satisfied prior to close of the transaction, both the Company and the Successor in Interest shall be jointly and severally liable to the County for same. The post-transaction notice requirements of this subsection shall also apply to transfers or mergers with an affiliated person.

**SECTION 6. COMPENSATION, FEES, AND OTHER PAYMENTS**

(1) *Annual Fee.*

- (a) As compensation for access to the right-of-way pursuant to this Agreement and the Resolution, the County may elect to charge an annual fee set by the County Commission as amended from time to time, but not to exceed \$100 per year per Small Wireless Facility and \$170.00 per year per Small Wireless Facility collocated, mounted, or installed on or adjacent to poles owned or controlled by the County (the "Annual Fee").



- (b) Notwithstanding the foregoing, the County may increase the amount of the foregoing Annual Fee as long as the increased fee is either:
  - (i) A reasonable approximation of the County's costs associated with or allocable to a Company's use and occupancy of the rights-of-way; and
  - (ii) No greater than the fees charged to similarly situated competitors for their installation of similar communications facilities in the rights-of-way; or
  - (iii) Otherwise consistent with applicable law.

(2) *Fee Computation, Payment, and Report.*

- (a) The Annual Fee shall be due the January 1st following issuance of an SWF Utility Permit and last payable without penalty on January 31st.
- (b) The Annual Fee shall be due and paid for each succeeding year thereafter no later than January 31st.
- (c) Each Annual Fee payment shall be accompanied by a report, certified as true and accurate by an officer of the Company, setting forth the basis for the computation of that year's fee and listing the location of each of the Company's Small Wireless Facilities and support structures during the preceding calendar year.

(3) *Final Payment.*

- (a) In the event a Company quits its operations within the County, it shall provide the County a report for the calendar year through the date of cessation of operations, which report shall itemize each Small Wireless Facility and supporting structure maintained by the Company during such year, and the date of its removal; and shall make a final payment of any amounts owed to the County within ninety (90) days thereafter; provided, this subsection shall be inapplicable to a transfer, sale or assignment pursuant to Section 5 of this Agreement.

(4) *Evasion of Fee Prohibited.*

- (a) Any action or transaction having the effect of circumventing or evading the payment of the Annual Fee, whether by the non-reporting of Small Wireless Facilities or support structures or any other means which evades the payment of the Annual Fees, is prohibited. For a violation of this subsection, the County may, in addition to all other remedies, require the Company to remove any non-reported Small Wireless Facility or support structure at its sole risk and expense, and pay a penalty of three times the Annual Fee which was evaded, without proration. The removal of the non-reported Small Wireless Facility or support structure shall be subject to the removal, repair and restoration requirements contained in the Resolution and this Agreement.

(5) *Affiliate-owned Facilities.*

- (a) Small Wireless Facilities or support structures owned by an affiliate of the Company shall be included in the calculation of the Annual Fee, unless a fee is paid to the County by such affiliate in accordance with this section.

(6) *Miscellaneous Provisions.*

- (a) *No waiver of County rights.* Acceptance of any payment by the County shall not be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of payment be construed as a release or waiver of any claim the County may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and re-computation by the County as provided herein.
- (b) *Application of interest.* In the event that any payment is not made when due, interest shall accrue from such date at the then-current statutory rate for pre-judgment interest.
- (c) *County office for payment.* Unless the County permits electronic payments or provides another payment method, all remittances for the monies due hereunder shall be mailed or delivered to the address provided by the Baldwin County Highway Department. Such remittances shall clearly identify or reference the Company, this Agreement, and its Small Wireless Facilities or support structures.
- (d) *Removal fee may be applicable.* A reasonable fee for removal of Small Wireless Facilities or support structures is hereby authorized as necessary, unless the removal does not hinder vehicular or pedestrian traffic or an ongoing County project or improvement, and the County incurs no additional cost to ensure safe removal.
- (e) *Additional cost for make-ready work.* Prior to installation of any Small Wireless Facility to County-owned support structures, a Company shall reimburse the County for the documented cost of make-ready work or construction necessary for attachment of such facilities.
- (f) *Escalation of fees.* Notwithstanding anything to the contrary contained in this section, the fees required under subsection (1) of this Section may be adjusted to recover a reasonable approximation of the County's actual, reasonable, and documented costs in administering and overseeing the Small Wireless Facilities and support structures installed pursuant to this Agreement.



## **SECTION 7. APPLICATIONS AND PERMITS FOR SMALL WIRELESS FACILITIES**

### **(1) *SWF Utility Permit Application Requirements; Review Process; Action on Application***

- (a) The Company and the County shall comply with all applicable provisions in the Resolution related to SWF Utility Permit applications, application review, and the County Engineer's action on the applications as stated in Section V, Section VII, Section IX, and Section X of the Resolution and shall continue such compliance throughout the terms of this Agreement or any renewal. The failure to comply shall constitute a breach of the Resolution and this Agreement.

### **(2) *SWF Utility Permit – Effect of Permit***

- (a) The Company and the County shall comply with Section VIII of the Resolution related to the authority granted under and the effects of SWF Utility Permits and shall continue such compliance throughout the terms of this Agreement or any renewal. The failure to comply shall constitute a breach of the Resolution and this Agreement.

## **SECTION 8. SMALL WIRELESS FACILITIES IN THE RIGHTS-OF-WAY; COLLOCATION, DESIGN, CONCEALMENT, AND AESTHETIC REQUIREMENTS**

The Company and the County shall comply with all applicable provisions in Section XI of the Resolution related to the collocation, design, concealment, and aesthetic requirements for Small Wireless Facilities placed in the rights-of-way and shall continue such compliance throughout the terms of this Agreement or any renewal. The failure to comply shall constitute a breach of the Resolution and this Agreement.

## **SECTION 9. REMOVAL, RELOCATION, OR MODIFICATION OF SMALL WIRELESS FACILITIES**

The Company and the County shall comply with all application provisions in Section XII of the Resolution related to the removal, relocation, or modification of the Small Wireless Facilities and shall continue such compliance throughout the terms of this Agreement or any renewal. The failure to comply shall constitute a breach of the Resolution and this Agreement.

## **SECTION 10. INSURANCE AND SECURITY**

In advance of or contemporaneously with the County's approval of any SWF Utility Permit application submitted by the Company, the Company shall comply with the insurance and security requirements contained in Section XIII of the Resolution and shall continue such compliance throughout the terms of this Agreement or any renewal. The failure to carry or keep such insurance and security in force shall constitute a breach of the Resolution and this Agreement.

## **SECTION 11. LIMITATION OF LIABILITY; IMMUNITY**

Except to the extent expressly provided for elsewhere in the Resolution and this Agreement, the County shall be responsible for its own acts of negligence, or intentional or willful misconduct committed by the County for which the County is legally responsible, subject to defenses, immunities, and limitations of liability provided by applicable law; provided, however, notwithstanding anything to the contrary contained in the Resolution and this Agreement, in no event shall the County, its present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents or employees be liable to the Company, its affiliates, officers, directors, agents, employees, customers, tenants, franchisees, licensees, contractors, subcontractors, or assigns for any special, indirect, or consequential damages, including any loss, expense, or damage to profits, business, revenue, or income (whether arising out of the damage to or destruction of the Small Wireless Facilities or support structures, in whole or in part, transmission interruptions or problems, any interruption or degradation of service or otherwise), arising in any manner, including the County's negligence, and the Company shall indemnify, defend, and save harmless the County and its present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents, and employees from and against any and all claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, and judgments, of any nature and description, with respect to such special, indirect, or consequential damages arising out of or in connection to (i) the Company's breach of any term or condition of this Agreement and each SWF Utility Permit issued thereunder, or (ii) the Company's performance of, or failure to perform under this Agreement and each SWF Utility Permit issued thereunder.

Company, its agents, representatives, employees, or affiliates, shall not be liable to the County, or any of its present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents or employees for any punitive damages or lost profits or business disruption.

The foregoing obligations of this section shall survive the expiration, termination or revocation of this Agreement or SWF Utility Permit.

## **SECTION 12. DAMAGES AND DEFENSES**

### **(1) *Hold Harmless and Indemnification***

- (a) The Company, by its execution of this Agreement, agrees to indemnify, defend, and hold the County and the County's present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents, and employees whole and harmless from and against all claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, judgments, and damages, of any nature and description, including any suit or claim for personal injury, property damage, defamation, antitrust, errors and omission, theft, fire, royalties, license fees, or infringement of copyright or patent rights, resulting from



or arising out of or by reason of: (1) Company's actions pursuant to this Agreement, and each SWF Utility Permit issued thereunder, and the rights awarded thereunder, or the procedures leading thereto, (2) any act or omission of Company, its agents, employees, representatives, contractors, or sub-contractors, including in the construction, installation or operation of, or the provision of service over, the Small Wireless Facilities or support structures in the County, or any portion thereof, (3) any failure by Company to comply with any applicable law or the terms and conditions of this Agreement and each SWF Utility Permit, (4) Company's performance under this Agreement and each SWF Utility Permit, (5) the use of portions of Company's Small Wireless Facilities or support structures by other persons, including other communications service providers, or (6) the presence of any hazardous substance or environmental hazard brought into the rights-of-way by Company or by any person acting on its behalf or under the rights granted under this Agreement and SWF Utility Permits.

- (b) The County shall be reimbursed or otherwise indemnified by the Company for all documented costs for damages, repairs, and fines incurred as a result of any action and/or inaction that would cause the County to finish, correct, alleviate, or work on a project/task deemed by the County to be the responsibility of the Company. Reimbursement shall come from the Company in the form of direct payment based on the expenses incurred by the County or through the redeeming of the bond held by the County in the name of the Company for said project.
- (c) The foregoing obligations of subsections (a) and (b) shall survive the expiration, termination, or revocation of this Agreement.

(2) *Notice.*

- (a) In order for the County to assert its right to be indemnified, defended, and held harmless, the County must notify the Company as promptly as practicable of any claim or legal proceeding which gives rise to such right.

(3) *Defense.*

- (a) With respect to the indemnity obligations set forth in this section, the Company shall provide the defense of any claims brought against the County by selecting counsel of the Company's choice to represent the County and defend the claim, subject to the consent of the County, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the County from cooperating with and participating in the defense of any litigation by its own counsel at its own cost and expense. After consultation with the County, the Company shall have the right to defend, settle, or compromise, at its cost and expense, any claim or action arising hereunder, and the authority to decide the appropriateness and the amount of any such settlement, provided, however, that any such settlement shall include, at a minimum, a full and final release of all claims against the County and shall include a provision that the settlement does not constitute an admission of wrongful conduct by the County.

- (b) In the event that the terms of any such settlement do not include a full and final release of the County, the claim or action raised against the County shall not be settled. All of Company's right to enter a settlement shall entail only payment of monetary amounts by the Company, or obligations to be performed fully by the Company, and under no circumstances shall the Company have the power to bind the County to any obligation to pay any monetary amounts, perform any particular action, or refrain from performing any action (although the County may in its discretion independently agree to any such condition).
- (4) *Indemnification not limited.*
  - (a) The indemnification obligations hereunder are not limited in any way by limitation of the amount or type of damages or compensation payable by or for the Company under worker's compensation, disability or other employee benefits acts, or the acceptance of insurance certificates required hereunder, or the terms, applicability, or limitations of any insurance held by the Company.
- (5) *No waiver of County rights.*
  - (a) The County does not and shall not be deemed to have waived any rights against the Company which it may have by reason of Company's indemnification, or because of the acceptance by the County of the Company's proof of insurance or deposit with the County of any insurance policies described herein.

### **SECTION 13. ENFORCEMENT**

- (1) *Notice of Violation; Opportunity to Cure.*
  - (a) If the County Engineer is of the opinion that the Company is in violation of a provision of the Resolution, this Agreement, or a SWF Utility Permit issued under the authority of the Resolution and the Agreement, the County Engineer shall provide the Company with a written notice of violation describing the nature of the violation and requirements for correction.
  - (b) Within ten (10) business days of receiving a notice of violation, the Company shall present facts and arguments in refutation or excuse of the alleged violation or present a plan for correction of the violation including an estimated schedule for completion of the corrective action. The County Engineer shall thereafter determine whether the violation has been refuted or excused or may approve the corrective plan in whole or part, or require changes thereto. The reasonable cure period for any corrective action shall be established by the County Engineer, provided that the period shall not be less than thirty (30) days in the case of any fees or other charges due and not less than sixty (60) days in all other cases, except in the case of an emergency or except as otherwise expressly provided for in this Agreement or a SWF Utility Permit.

- (c) During the cure period any action to prosecute the violation, including revocation of this Agreement or any subsequent renewal of this Agreement, shall be held in abeyance.

(2) *Revocation.*

- (a) In addition to all other rights or remedies which the County may have pursuant to law or equity or under the Resolution, this Agreement, or a SWF Utility Permit issued hereunder, the County may revoke this Agreement and all rights and privileges pertaining thereto including each and every SWF Utility Permit issued thereunder, in the event that:
  - (i) The Company is in violation of any material provision of the Resolution, this Agreement, or a SWF Utility Permit, and the violation is not capable of being cured or the Company has not, to the County's satisfaction, refuted or excused the failure to comply or has not complied with the cure provisions set forth hereinabove.
  - (ii) The Company has engaged in an evasion or attempt to evade any material provision of the Resolution, this Agreement, or a SWF Utility Permit, and fails or refuses to cure it;
  - (iii) The Company has perpetrated or attempted to perpetrate any fraud or deceit upon the County; and
  - (iv) There is any material misrepresentation of fact by the Company in any permit application or report filed pursuant to the Resolution and/or this Agreement.
- (b) The County Engineer shall have the authority under the Resolution to revoke a SWF Utility Permit subject to the right of appeal to the County Commission, provided the Company files a written notice of appeal with the County Engineer within fifteen (15) days of the revocation.
- (c) The County Commission shall have the authority under the Resolution to revoke this Agreement, and any subsequent renewal of this Agreement, and all SWF Utility Permits issued thereunder. Prior to such action, the County Commission shall schedule a hearing on the matter and the Company shall be given not less than thirty (30) days' advance notice of the date and time of such hearing and the grounds for revocation of this Agreement and all SWF Utility Permits issued hereunder. At such hearing, Company shall have the right to be heard on the matter and may present evidence on its behalf, including proof refuting or excusing the violation.
- (d) Within thirty (30) days of the conclusion of the hearing, the County Commission shall in accordance with the terms of the Resolution and this Agreement, adopt a resolution of its decision to revoke this Agreement and any and all SWF Utility Permits issued hereunder, if the County Commission finds that there is a basis to



do so, and the Company shall, thereafter, be notified in writing of the County Commission's decision.

(3) *Stop Work Order.*

- (a) The County Engineer may, at any time and from time to time, issue a stop work order for construction of all or any portion of the Small Wireless Facilities or support structures when the County Engineer determines, in the County Engineer's sole discretion: (i) that, subject to the cure provisions in subsection (1) of this section, the activity is being performed contrary to the provisions of the SWF Utility Permit issued for the site; or (ii) that the activity has caused, or is likely to cause, a situation to exist that poses or would pose a clear and immediate danger to life or health; of a significant loss of property or services; or of significant damage to or destruction of the rights-of-way (there is no opportunity to cure in this instance). The order may be issued, at the County Engineer's option, on site or to the Company's contact person. The County Engineer will lift any such stop work order as soon as possible after the County Engineer determines that the situation giving rise thereto no longer exists.
- (b) It shall be a violation of the Resolution and the terms of this Agreement, for the Company, or those persons working on its behalf, to disobey a stop work order. Each day that the violation continues constitutes a separate offense and may be subject to a civil penalty in an amount of \$500 per day for such site or sites.

(4) *Miscellaneous*

- (a) The remedies, civil penalties, and administrative fees set forth herein are nonexclusive and the exercise of one or more of such remedies or penalties shall not preclude the exercise of another.
- (b) In addition to the other remedies previously set forth herein, the County may take all necessary civil action to enforce the provisions hereof and may seek appropriate legal or equitable remedies or relief, including injunctive relief. The remedies set forth in this section are in addition to and cumulative of all other remedies provided by law.

**SECTION 14. MISCELLANEOUS**

- (1) *Nonexclusive.* The Company's use of the rights-of-way pursuant to this Agreement shall be nonexclusive. The County specifically reserves the right to grant, at any time and from time to time, such additional franchises, licenses, use agreements, permits or other rights to use the rights-of-way for any purpose as determined by the County, and to any other person, including itself, as it deems appropriate, subject to applicable law.
- (2) *No Title.* The grant of a franchise, license, or permit shall not convey title, equitable or legal, in the rights-of-way, and the rights granted by this Agreement do not excuse the

Company from obtaining appropriate access or attachment agreements before locating its facilities or any support structures or County support structures in the rights-of-way.

- (3) *Applicable Law.* This Agreement will be deemed to be a contract made under the laws of the State of Alabama and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Alabama, without regard to principles of conflict of laws. The parties hereby agree that any legal action brought to enforce the terms and conditions of the Resolution, or this Agreement, shall be instituted and maintained exclusively in the Circuit Court of Baldwin County, Alabama.
- (4) *Entire Agreement.* The terms and provisions of this Agreement constitute the entire agreement between the Parties, and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.
- (5) *Inurement.* This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the Small Wireless Facilities installed pursuant to this Agreement.
- (6) *Fees and Costs.* In the event of any disputes or controversies arising from this Agreement or its interpretation, each Party will bear its own attorneys' fees and costs incurred in connection with same.
- (7) *No Rights to Private Property.* Nothing in this Agreement shall be construed expressly or impliedly to grant to Company any rights with respect to any private property.
- (8) *No Agency Created.* It is neither the express nor the implied intent of the County nor any of its officers, officials, employees, agents or contractors to create an agency relationship pursuant to this Agreement. Therefore, the Company does not in any manner act on behalf of the County or its officers, officials, employees, agents, or contractors, and the creation of such as relationship is prohibited and void.
- (9) *No Guaranty, etc. by County.* It is hereby agreed that neither the County nor any of its officers, officials, employees, agents or contractors have made any guaranty, representation, promise or assurance to the County or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and the Company stipulates and agrees that it is not relying upon any promise, representation, guaranty or assurance, other than as is contained in writing in this Agreement.
- (10) *Notice.* Any notice or response required under this Agreement shall be in writing and shall be deemed given upon receipt: (i) when hand delivered; (ii) when delivered by commercial courier; or (iii) after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, return receipt requested. The addresses of the Parties for notice are as follows:

If to County:



Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, Alabama 36507

If to Company:

Cellco Partnership, d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

The County and Company may designate such other address or addresses from time to time by giving notice to the other as provided in this section.

- (11) *Change of Law.* In the event that any effective legislative, regulatory, judicial, or legal action materially affects any material terms of this Agreement, or the ability of the County or the Company to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in law within thirty (30) days of receipt of written notice of such change in law.
- (12) *Force Majeure.* The Company shall not be held in default under, or in noncompliance with the provisions of the Resolution and/or this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Company to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Company's Small Wireless Facilities are attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
- (13) *Severability.* If any section, sentence, paragraph, clause, phrase or word of this Agreement is for any reason held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this Agreement, and it shall be construed to have been the intent of the County Commission to adopt this Agreement without such unconstitutional, invalid, or inoperative part therein, and the remainder of this Agreement shall be deemed and held to be valid as if such parts had not been included therein.
- (14) *Counterparts.* This Agreement may be executed in counterparts by original signatures. It may also be executed in counterparts by electronic signatures. Counterparts, electronic



signatures, and electronic copies of such documents shall legally bind the parties to the same extent as original signatures


**SECTION 15. EFFECTIVE DATE**

This Agreement shall be effective immediately upon full execution by all parties. This Agreement shall be in full force and effect within the rights-of-way of Baldwin County, Alabama.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.

**COMPANY: CELLCO PARTNERSHIP**  
**D/B/A VERIZON WIRELESS**

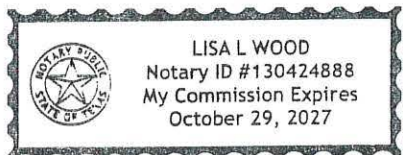
  
By: Jeremy Katzenberger 9/14/2025  
Sr Dir- Ntwk Engrng / Date

State of Texas,

County of Montgomery

I, Lisa L. Wood, a Notary Public in and for said County, in said State, hereby certify that Jeremy Katzenberger, whose name as Sr. Dir- Ntwk Eng is known to me, acknowledged before me on this day that being informed of the contents of this agreement, he/she executed the same with full authority on behalf of said Sr. Dir- Ntwk Eng

Given under my hand and official seal, this the 4 day of September, 2025.



Lisa L Wood  
Notary Public  
My Commission Expires: 10/29/2027

**ATTEST:**

**BALDWIN COUNTY, ALABAMA:**

\_\_\_\_\_/\_\_\_\_\_  
Roger H. Rendleman / Date  
County Administrator

\_\_\_\_\_/\_\_\_\_\_  
Matthew P. McKenzie / Date  
Chairman

State of Alabama     )

County of Baldwin    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Matthew P. McKenzie and Roger H. Rendleman, as Chairman and County Administrator, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_