

RIGHT-OF-WAY USE AGREEMENT

THIS RIGHT-OF-WAY USE AGREEMENT (this "Use Agreement") is dated as of August _____, 2014 (the "Effective Date"), and entered into by and between the **TOWNSHIP OF PATTON**, a municipality in the County of Centre in the Commonwealth of Pennsylvania (the "Township"), and **CROWN CASTLE NG EAST LLC**, a Delaware limited liability company ("Crown Castle").

RECITALS

A. Crown Castle owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the Pennsylvania Public Utility Commission, a fiber-based telecommunications Network or Networks (as defined below) serving Crown Castle's wireless carrier customers and utilizing microcellular telecommunications Equipment (as defined below) certified by the Federal Communications Commission.

B. For purpose of operating the Network, Crown Castle wishes to locate, place, attach, install, operate, control, and maintain Equipment in the Public Way (as defined below) on facilities owned by the Township, as well as on facilities owned by third parties therein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1 DEFINITIONS. The following definitions shall apply generally to the provisions of this Use Agreement:

1.1 Crown Castle. "Crown Castle" means Crown Castle NG East LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.

1.2 Decorative Streetlight Pole. "Decorative Streetlight Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles.

1.3 Equipment. "Equipment" means the telecommunications equipment, antennas, fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by Crown Castle hereunder, including utility poles, Streetlight Poles, flagpoles or other similar vertical structures installed by Crown Castle to support its Equipment. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as **Exhibit A** and incorporated herein by reference.

1.4 Fee. "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the Township lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).

1.5 ILEC. "ILEC" means the Incumbent Local Exchange Carrier that provides basic telephone services, among other telecommunications services, to the residents of the Township.

1.6 Installation Date. "Installation Date" shall mean the date that the first Equipment is installed by Crown Castle pursuant to this Use Agreement.

1.7 Laws. "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Township or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.

1.8 Municipal Facilities. "Municipal Facilities" means Township-owned Streetlight Poles, Decorative Streetlight Poles, Traffic Signal Poles, lighting fixtures, electroliers, or other Township-owned structures located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.9 Network. "Network" or collectively "Networks" means one or more of the neutral-host, protocol-agnostic, fiber-based optical repeater networks operated by Crown Castle to serve its wireless carrier customers in the Township.

1.10 Public Way. "Public Way" means the space in, upon, above, along, across, and over the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the Township. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the Township, except as provided by applicable Laws or pursuant to an agreement between the Township and any such person or entity. Locations on property owned or controlled by the Township otherwise outside the Public Way may be included in this definition and this Agreement by location-specific written consent of Township in its approval for the installation of Equipment.

1.11 PUC. "PUC" means the Pennsylvania Public Utility Commission.

1.12 Services. "Services" means the RF transport and other telecommunications services provided through the Network by Crown Castle to its wireless carrier customers pursuant to one or more tariffs filed with and regulated by the PUC.

1.13 Streetlight Pole. "Streetlight Pole" shall mean any standard-design concrete, fiberglass, metal, or wooden pole used for streetlighting purposes.

1.14 Traffic Signal Pole. "Traffic Signal Pole" shall mean any standard-design concrete, fiberglass, metal, or wooden pole used to support vehicular or pedestrian traffic signals..

1.15 Township. "Township" shall mean Township of Patton.

2 TERM. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement shall be renewed automatically for three (3) successive terms of five (5) years each on the same terms and conditions as set forth herein, unless Crown Castle notifies the Township of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term.

3 SCOPE OF USE AGREEMENT. Any and all rights expressly granted to Crown Castle under this Use Agreement, which shall be exercised at Crown Castle's sole cost and expense, shall be subject to the prior and continuing right of the Township under applicable Laws to use any and all parts of the Public Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in Crown Castle a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the Township except that it is agreed that no zoning or planning board permit, variance, conditional use permit or site plan permit, or their equivalent under the Township's ordinances, codes or laws, shall be required for the installation of Crown Castle's Equipment installed in the Public Way and/or on Municipal Facilities, unless such a process has been required for the placement of all communications facilities and equipment in the Public Way by all other telecommunications providers, including but not limited to the ILEC and local cable provider(s).

3.1 Attachment to Municipal Facilities. The Township hereby authorizes and permits Crown Castle to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services. In addition, subject to the provisions of § 4.5 below, Crown Castle shall have the right to draw electricity for the operation of the Equipment from the power source associated with each such attachment to Municipal Facilities. A denial of an application for the attachment of Equipment to Municipal Facilities shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Crown Castle's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A.

3.2 Attachment to Third-Party Property. Subject to obtaining the permission of the owner(s) of the affected property, the Township hereby authorizes and permits Crown Castle to enter upon the Public Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures owned by public utility companies or other property owners located within the Public Way as may be permitted by the public utility company or property owner, as the case may be. Upon request, Crown Castle shall furnish to the Township evidence that Crown Castle has entered into the appropriate pole-attachment agreement. A denial of an application for the attachment of Equipment to third-party-owned poles or structures in the Public Way shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Crown Castle's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A. Where third-party property is not available for attachment of Equipment, Crown Castle may install its own utility poles in the Public Way, consistent with the requirements that the Township imposes on similar installations made by other utilities that use and occupy the Public Way.

3.3 Preference for Municipal Facilities. In any situation where Crown Castle has a choice of attaching its Equipment to either Municipal Facilities or third-party-owned property in the Public Way, Crown Castle agrees to attach to the Municipal Facilities, provided that (i) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (ii) the rental fee and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to Crown Castle of attaching to the alternative third-party-owned property.

3.4 No Interference. Crown Castle in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any

and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. Township agrees to require the inclusion of the same or a similar prohibition on interference as that stated above in all agreements and franchises Township may enter into after the Effective Date with other information or communications providers and carriers.

3.5 Compliance with Laws. Crown Castle shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.

4 COMPENSATION; UTILITY CHARGES. Crown Castle shall be solely responsible for the payment of all lawful Fees in connection with Crown Castle's performance under this Use Agreement, including those set forth below.

4.1 Annual Fee. In order to compensate Township for Crown Castle's entry upon and deployment within the Public Way and as compensation for the use of Municipal Facilities, Crown Castle shall pay to the Township an annual fee (the "Annual Fee") in the amount of Five Hundred Dollars (\$500.00) for (i) the use of each Municipal Facility, if any, upon which Equipment has been installed pursuant to this Use Agreement; or (ii) for each location for which the Equipment installed in the Public Way includes a new Crown Castle-owned and installed pole. The aggregate Annual Fee with respect to each year of the term shall be an amount equal to the number of Equipment installed on Municipal Facilities during the preceding twelve (12) months multiplied by the Annual Fee, prorated as appropriate, and shall be due and payable not later than forty-five (45) days after each anniversary of the Installation Date. Township represents and covenants that Township owns all Municipal Facilities for the use of which it is collecting from Crown Castle the Annual Fee pursuant to this § 4.1.

4.1.1 CPI Adjustment. Effective commencing on the fifth (5th) anniversary of the Installation Date and continuing on each fifth (5th) anniversary thereafter during the term, the Annual Fee with respect to the ensuing five-year period shall be adjusted by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100) which occurred during the previous five-year period for the relevant statistical area in which the Network is located

4.2 Accounting Matters. Crown Castle shall keep accurate books of account at its office in Canonsburg, PA, or such other location of its choosing for the purpose of determining the amounts due to the Township under § 4.1 above. The Township may inspect Crown Castle's books of account relative to the Township at any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the Township's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 4.1 above. The Township agrees to hold in confidence any non-public information it learns from Crown Castle to the fullest extent permitted by Law.

4.3 Electricity Charges. To the extent not otherwise provided by the Township, Crown Castle shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment' usage of electricity and applicable tariffs.

5 CONSTRUCTION. Crown Castle shall comply with all applicable federal, State, and Township codes, specifications, and requirements, if any, related to the construction, installation, operation, maintenance, and control of Crown Castle's Equipment installed in the Public Way and on Municipal Facilities in the

Township. Crown Castle shall not attach, install, maintain, or operate any Equipment in or on the Public Way and/or on Municipal Facilities without the prior approval of the Township for each location.

5.1 *Obtaining Required Permits.* If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Way shall require any permits, Crown Castle shall, if required under applicable Township ordinances, apply for the appropriate permits and pay any standard and customary permit fees, so long as the permit fees and process that the Township requests of Crown Castle are functionally equivalent to the fees and the process that are applied to the ILEC and/or the cable provider(s). In the case of Third Party attachments (to existing utility infrastructure), Crown Castle agrees to provide the Township with a list of proposed attachments in advance of its deployment to the Township and, the Township agrees to use reasonable efforts to review and approve Crown Castle's list of proposed attachments to Third Party, utility infrastructure within thirty (30) days of submission, and if no comment is received within thirty (30) days, the application no further action will be required prior to Crown Castle's installation. The Township agrees to use reasonable efforts to review and approve Crown Castle's applications within thirty (30) days of submission, and if no comment is received within thirty (30) days, the application will be presumed to be acceptable.

5.2 *Location of Equipment.* The proposed locations of Crown Castle's planned initial installation of Equipment are included in Exhibit B hereto.

5.3 *Relocation and Displacement of Equipment.* Crown Castle understands and acknowledges that Township may require Crown Castle to relocate one or more of its Equipment installations. Crown Castle shall at Township's direction relocate such Equipment at Crown Castle's sole cost and expense, whenever Township reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Township project; (b) because the Equipment is interfering with or adversely affecting proper operation of Township-owned light poles, traffic signals, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, Township shall use its best efforts to afford Crown Castle a reasonably equivalent alternate location. If Crown Castle shall fail to relocate any Equipment as requested by the Township within a reasonable time under the circumstances in accordance with the foregoing provision, Township shall be entitled to relocate the Equipment at Crown Castle's sole cost and expense, without further notice to Crown Castle. To the extent the Township has actual knowledge thereof, the Township will attempt promptly to inform Crown Castle of the displacement or removal of any pole on which any Equipment is located.

5.4 *Relocations at Crown Castle's Request.* In the event Crown Castle desires to relocate any Equipment from one Municipal Facility to another, Crown Castle shall so advise Township. Township will use its best efforts to accommodate Crown Castle by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.

5.5 *Damage to Public Way.* Whenever the removal or relocation of Equipment is required or permitted under this Use Agreement, and such removal or relocation shall cause the Public Way to be damaged, Crown Castle, at its sole cost and expense, shall promptly repair and return the Public Way in which the Equipment are located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Crown Castle does not repair the site as just described, then the Township shall have the option, upon fifteen (15) days' prior written notice to Crown Castle, to perform or cause to be performed such reasonable and necessary work on behalf of Crown Castle and to charge Crown Castle for the proposed costs to be incurred or the actual costs

incurred by the Township at Township's standard rates. Upon the receipt of a demand for payment by the Township, Crown Castle shall promptly reimburse the Township for such costs.

6 INDEMNIFICATION AND WAIVER. Crown Castle agrees to indemnify, defend, protect, and hold harmless the Township, its council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from Crown Castle's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the Township, its council or board members, officers, elected trustees, employees, agents, or contractors.

6.1 Waiver of Claims. Crown Castle waives any and all claims, demands, causes of action, and rights it may assert against the Township on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Township.

6.2 Limitation of Township's Liability. The Township shall be liable only for the cost of repair to damaged Equipment arising from the negligence or willful misconduct of Township, its employees, agents, or contractors and shall in no event be liable to indirect or consequential damages.

7 INSURANCE. Crown Castle shall obtain and maintain at all times during the term of this Use Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance protecting Crown Castle in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability and products-completed operations. The Commercial General Liability insurance policy shall name the Township, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Crown Castle's performance of work under this Use Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the Township has received at least thirty (30) days' advance written notice of such cancellation or change. Crown Castle shall be responsible for notifying the Township of such change or cancellation.

7.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Use Agreement, Crown Castle shall file with the Township the required original certificate(s) of insurance with endorsements, which shall state the following:

- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- (b) that the Township shall receive thirty (30) days' prior notice of cancellation;
- (c) that Crown Castle's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Township may possess, including any self-insured retentions the Township may have; and any other insurance the Township does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (d) that Crown Castle's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the Township.

The certificate(s) of insurance with endorsements and notices shall be mailed to the Township at the address specified in § 8 below.

7.2 Workers' Compensation Insurance. Crown Castle shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the Township with a certificate showing proof of such coverage.

7.3 Insurer Criteria. Any insurance provider of Crown Castle shall be admitted and authorized to do business in the Commonwealth of Pennsylvania and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (*i.e.*, a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves).

8 NOTICES. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

if to the Township:

TOWNSHIP OF PATTON
Attn: _____
100 Patton Plaza
State College, PA 16803
814-234-0271

if to Crown:

CROWN CASTLE NG EAST LLC
c/o Crown Castle
Attn: E. Blake Hawk, General Counsel
2000 Corporate Drive
Canonsburg, PA 15317

with a copy which shall not constitute legal notice to:

CROWN CASTLE NG EAST LLC
c/o Crown Castle
Attn: SCN Contract Administration
2000 Corporate Drive
Canonsburg, PA 15317

8.1 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

9 TERMINATION. This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure

within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

10 ASSIGNMENT. This Use Agreement shall not be assigned by Crown Castle without the express written consent of the Township, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of Crown Castle to a parent, subsidiary, or other affiliate of Crown Castle or to any successor in interest or entity acquiring fifty-one percent (51%) or more of Crown Castle's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the Township, provided that Crown Castle reasonably demonstrates to the Township's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of Crown Castle immediately prior to the transfer; (ii) any such transferee assumes all of Crown Castle's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with Crown Castle's management team, in the provision of telecommunications or similar services, evidences an ability to operate the Crown Castle Network. Crown Castle shall give at least thirty (30) days' prior written notice (the "Exempted Transfer Notice") to the Township of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why Crown Castle believes the Exempted Transfer Criteria have been satisfied. The Township Council of Township shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that Crown Castle gives the Township its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the Township has received from Crown Castle any and all additional information the Township may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the Township gives Crown Castle notice in writing of the additional information the Township requires within fifteen (15) days after the Township's receipt of the original Exempted Transfer Notice. If the Council of Township fails to act upon Crown Castle's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the Township Council that Crown Castle has in fact established compliance with the Exempted Transfer Criteria to the Township's satisfaction.

11 MISCELLANEOUS PROVISIONS. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

11.1 *Nonexclusive Use.* Crown Castle understands that this Use Agreement does not provide Crown Castle with exclusive use of the Public Way or any Municipal Facility and that Township shall have the right to permit other providers of communications services to install equipment or devices in the Public Way and on Municipal Facilities. Township agrees promptly to notify Crown Castle of the receipt of a proposal for the installation of communications equipment or devices in the Public Way or on Municipal Facilities. In addition, Township agrees to advise other providers of communications services of the presence or planned deployment of the Equipment in the Public Way and/or on Municipal Facilities.

11.2 *Waiver of Breach.* The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

11.3 *Severability of Provisions.* If any one or more of the provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this

Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

11.4 Contacting Crown Castle. Crown Castle shall be available to the staff employees of any Township department having jurisdiction over Crown Castle's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The Township may contact by telephone the network control center operator at telephone number regarding such problems or complaints.

11.5 Governing Law; Jurisdiction. This Use Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, in the County where the Township is incorporated or in the United States District Court for the ___ District of Pennsylvania.

11.6 Attorneys' Fees. Should any dispute arising out of this Use Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

11.7 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

11.8 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 3.2 above.

11.9 Amendment of Use Agreement. This Use Agreement may not be amended except pursuant to a written instrument signed by both parties.

11.10 Entire Agreement. This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

Township: **TOWNSHIP OF PATTON**

By: _____

_____ *[name typed]*

Its: _____

Date: _____, 2014

Crown Castle: **CROWN CASTLE NG EAST LLC**

By: _____

Date: _____, 2014

Exhibits:

Exhibit A - Equipment

Exhibit B - Initial Locations