

Joe Mack Campbell Park AR_CROW - 150519 – B

AGREEMENT

This Agreement made this 24th day of July, 2015, between **CITY OF JONESBORO**, with an address at 3009 Dan Avenue, Jonesboro, Arkansas 72401, hereinafter referred to as "Licensor" and **ALLTEL CENTRAL ARKANSAS CELLULAR LIMITED PARTNERSHIP d/b/a Verizon Wireless**, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as "Licensee".

1. Licensor does hereby grant unto Licensee a license to use a 50' by 50' parcel located near 508 CWL Drive, Jonesboro, Arkansas, which parcel is hereinafter referred to as the "Property", which is more described further on Exhibit A attached hereto and made a part hereof, together with the right to place upon the Property a communications facility ("Facility"). The Licensor also grants unto the Licensee the non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property are generally described on Exhibit A attached hereto and made a part hereof. Further, the Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within the Property as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee.

2. The term of this Agreement shall be for the period from August 1, 2015 to August 20, 2015.

3. In consideration for the rights granted herein, Licensor's Property will receive the benefits of enhanced wireless communications arising from operation of the Facility.

4. Licensee reserves the right to terminate this Agreement on thirty (30) days written notice and upon such termination, Licensee will remove all of its equipment and improvements and restore the Property to its original condition.

5. Licensor and Licensee shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage. The Licensee shall provide a certificate of insurance to the Licensor as proof of said coverage. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6. Licensor covenants that Licensee, upon performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property. Further, Licensor

covenants that Licensor is seized of good and sufficient title and interest to the Property and has full authority to enter into this Agreement.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of the Licensor. As to any other parties, any sale, assignment or transfer must be with the written consent of the Licensor, which consent will not be unreasonably withheld.

8. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to:

Licensor: CITY OF JONESBORO
3009 Dan Avenue
Jonesboro, Arkansas 72401

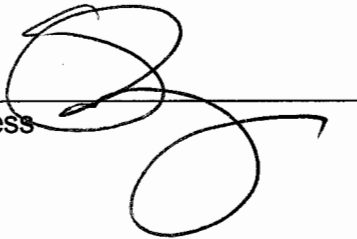
Licensee: ALLTEL CENTRAL ARKANSAS CELLULAR LIMITED
PARTNERSHIP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

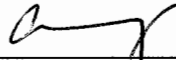
LICENSEE:

**ALLTEL CENTRAL ARKANSAS
CELLULAR LIMITED PARTNERSHIP
d/b/a Verizon Wireless**
By: Alltel Communications, LLC
Its: General Partner

Witness



By: _____



Name: Apama Khurjekar

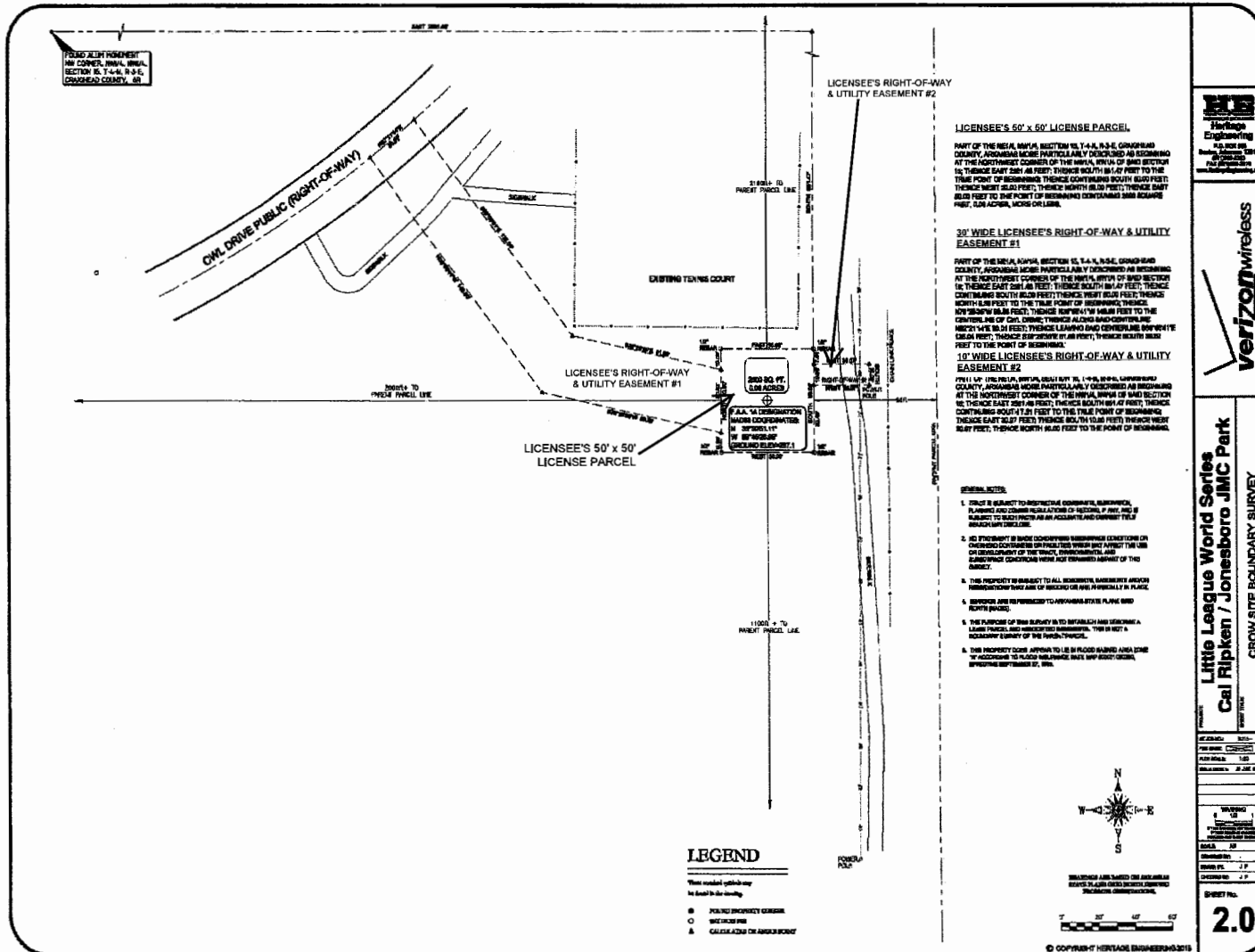
Title: Area Vice President Network

Date: _____

7.24.15

EXHIBIT A

Description



LICENSEE'S 50' x 50' LICENSE PARCEL

PART OF THE NE1/4, NW1/4, SECTION 15, T-4-N, R-3-E, CRAIGHEAD COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE NW1/4, NW1/4 OF SAID SECTION 15; THENCE EAST 2581.46 FEET; THENCE SOUTH 951.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 50.00 FEET; THENCE WEST 50.00 FEET; THENCE NORTH 50.00 FEET; THENCE EAST 50.00 FEET TO THE POINT OF BEGINNING CONTAINING 2500 SQUARE FEET, 0.06 ACRES, MORE OR LESS.

30' WIDE LICENSEE'S RIGHT-OF-WAY & UTILITY EASEMENT #1

PART OF THE NE1/4, NW1/4, SECTION 15, T-4-N, R-3-E, CRAIGHEAD COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE NW1/4, NW1/4 OF SAID SECTION 15; THENCE EAST 2581.46 FEET; THENCE SOUTH 951.47 FEET; THENCE CONTINUING SOUTH 50.00 FEET; THENCE WEST 50.00 FEET; THENCE NORTH 9.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE N78°28'35"W 98.56 FEET; THENCE N38°56'41"W 146.50 FEET TO THE CENTERLINE OF CWL DRIVE; THENCE ALONG SAID CENTERLINE N52°21'14"E 30.01 FEET; THENCE LEAVING SAID CENTERLINE S38°56'41"E 135.04 FEET; THENCE S78°28'35"E 81.66 FEET; THENCE SOUTH 30.62 FEET TO THE POINT OF BEGINNING.

10' WIDE LICENSEE'S RIGHT-OF-WAY & UTILITY EASEMENT #2

PART OF THE NE1/4, NW1/4, SECTION 15, T-4-N, R-3-E, CRAIGHEAD COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE NW1/4, NW1/4 OF SAID SECTION 15; THENCE EAST 2581.46 FEET; THENCE SOUTH 951.47 FEET; THENCE CONTINUING SOUTH 7.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 30.07 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 30.07 FEET; THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING.