

**VILLAGE OF WATERLOO
RESOLUTION NO. 10-11-22-04**

WHEREAS, the Board of Trustees of the Village of Waterloo signed a contract with Pointe Net (now NextLink) on March 10, 2008 to allow placement of an internet antenna on the water tower; and

WHEREAS, NextLink would like to update this contract.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:

THAT, the renewal to the water tower rental agreement with NextLink is approved to allow NextLink to continue placement of their antenna on the water tower for a monthly fee.

PASSED THIS 11 DAY OF October, 2022

ATTEST:

Melissa Smith
Melissa Smith
Clerk



Travis Harlow
Travis Harlow
Chairperson



ACCESS AND LEASE AGREEMENT

This Access and Lease Agreement ("Agreement") is made this day September 23, 2022 ("Effective Date"), by and between the Village of Waterloo ("Landlord"), and AMG Nebraska ISP, LLC, a Nebraska limited liability company ("Nextlink").

For good and valuable consideration, the parties agree as follows:

1. **Tower.** Subject to the terms and conditions of this Agreement, Landlord hereby leases to Nextlink and Nextlink leases from Landlord the rights to utilize the Landlord's Tower located Douglas County, Nebraska at 000 Jefferson St, Waterloo, NE 68069

• (41.287374, -96.29121) **SITE ID: NE-WATERLOO-CN-1**

(the "Site Location") and described on Exhibit "A" attached hereto (the "Structure") and incorporated herein by reference, subject to any and all existing easements on which a Tower structure along with directional antennas, connecting cables and appurtenances will be attached and located, the exact location of each to be reasonably approved by Landlord together with a non-exclusive easement for reasonable access to the Tower and for adequate utility services, including sources of electric utilities incorporated herein by reference (collectively, the Site Location, the Structure, the access easement and the utility services are referred to herein as (the "Tower").

2. **Rent.** As consideration for this Agreement, Nextlink shall provide Landlord with (1) One free internet connection (highest advertised residential up to 100M wireless where/when available) and an annual payment of Two Thousand Four Hundred Dollars (\$2400.00) for the life of the lease agreement. Installation and required equipment will be provided by Nextlink at no charge. Such services shall commence upon completion and activation of the Antenna Facilities. Service location must be within range of the Antenna Facilities.
3. **Governmental Approval Contingency.** Nextlink's right to use the Tower is expressly contingent upon it obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Nextlink is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Nextlink, will be unreasonably able to use the Tower for its intended purposes, Nextlink shall have the right to terminate this Agreement.
4. **Term and Renewals**
Initial Term. The "Initial Term" of this Agreement shall commence on the Effective Date and end on the completion of the 36th full month of the Agreement.
Renewal. Subject to the terms and conditions of this Agreement, Nextlink shall have the right to extend this agreement for three (3) thirty-six (36) month renewal period ("Renewal Term") commencing on the month following the expiration date of the Initial or prior renewal Term. This Agreement shall be automatically renewed for the Renewal Term of thirty-six (36) months unless Nextlink or the landlord sends written notice of non-renewal no later than thirty days (30) prior to the expiration of the Initial or prior renewal Term.
5. **Nextlink's Use of Tower.** Nextlink shall use the Tower only for the purpose of installing, maintaining, and operating a communications antenna facility, equipment, cabinets, and uses incidental thereto for providing

radio and wireless telecommunication services which Nextlink is legally authorized to provide to the public. Nextlink shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Tower in accordance with good engineering practices, with all applicable FCC rules and regulations. Nextlink's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld. Any damage done to the Tower or other Landlord property including the Structure during installation or during operations, shall be repaired at Nextlink's expense within thirty (30) days after notification of damage. The Antenna Facilities shall remain the exclusive property of Nextlink, unless otherwise provided in this Agreement. Nextlink shall, at its own expense, maintain any equipment on or attached to the Tower in a safe condition and in good repair. Nextlink, at all times during this Agreement, shall have access to the Tower in order to install, operate, and maintain the Tower and Antenna Facilities. Nextlink agrees that in the unlikely event that major repairs, modifications, improvements where the Nextlink equipment is located, that Nextlink will move its equipment while these repairs/improvements are being made with no cost to Landlord.

6. **Insurance and General Liability.** The Nextlink must maintain "occurrence" form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage-broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations. Nextlink must maintain comprehensive general liability coverage with limits of liability not less than \$1,000,000 per person, \$5,000,000 per occurrence; and property damage of not less than \$1,000,000. These limits may be satisfied by Nextlink's comprehensive general liability coverage or in combination with an umbrella or excess liability policy. Nextlink must keep in force during the term and any renewals of the Agreement a policy covering damages to its property at the Tower.
7. **Agreement Termination.** Except as otherwise provided herein, this Agreement may be terminated by Nextlink upon sixty (60) days written notice to the Landlord. In the event that this Agreement is terminated or not renewed, Nextlink shall have one hundred and eighty (180) days from the termination or expiration date to remove its Antenna Facilities, and related equipment from the Tower.
8. **Disputes and Notices.** Any claim, controversy or dispute arising out of this Agreement not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, venue for any litigation thereafter shall like in the district courts of the State of Nebraska. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

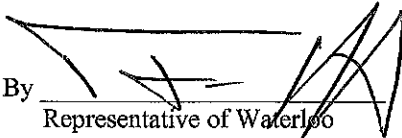
If to Landlord, to: Village of Waterloo 509 S Front ST Waterloo, NE 68069	If to Nextlink, to: Nextlink Broadband 95 Parker Oaks Ln. Hudson Oaks, TX 76087 ATTN: David Law
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9. **Complete Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. This Agreement shall be construed in accordance with the laws of the State of Nebraska.
10. **Severability.** If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
11. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto. Should the Landlord transfer the Site Location to another owner, this Agreement will survive such transfer and remain in full effect.
12. **Payment of Utilities.** Landlord shall provide connections for the consumption of electrical and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

13. **Priority Customer Service.** For immediate service regarding your internet service/connection call **817-752-5558**. For contract questions please call **(682) 204-5050** or email **towerhost@team.nxlink.com** messages and Emails will be reviewed Monday-Friday 8am-5pm, Responses will be returned within 2 business days.

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

NEXTLINK;
AMG Nebraska ISP, LLC, a Nebraska limited liability
company

LANDOWNER: Village of Waterloo

By 
Representative of Waterloo

By _____
David Law -- V.P of Field Deployment

Exhibit "A"

Description of Location

The Site consists of the Tower located in Douglas County, Nebraska at 000 Jefferson St, Waterloo, NE 68069 (41.287374, -96.29121) SITE ID: NE-WATERLOO-CN-1 indicated by green square.



Exhibit "B"

Pin 2412720000

Owner Village of Waterloo

Owner Address 509 S Front St, Waterloo, NE 68069

Section-Township-Range 10-15-10

Addition Waterloo-Town-Of

Block 19

Lot Legal 0 Block 19

Property Type Ex Government

Acres 1.9985