

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT made and entered into this ____ day of _____, 2015, by and between the Louisville/Jefferson County Metro Government (hereinafter "Louisville Metro"), and Crown Castle NG Central, Inc.

WITNESSETH:

WHEREAS, pursuant to Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances and Sections 163 and 164 of the Kentucky Constitution, the Louisville Metro solicited bid proposals from parties interested in obtaining franchises to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky; and

WHEREAS, Crown Castle NG Central, Inc. submitted a bid proposal to Louisville Metro for a communications services franchise pursuant to the requirements of Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

WHEREAS, pursuant to Ordinance No. _____ Series 2015, Louisville Metro granted to Crown Castle NG Central, Inc. for a period of twenty (20) years, a non-exclusive franchise to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky pursuant to Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

WHEREAS, Louisville Metro and Crown Castle NG Central, Inc. have entered into this Franchise Agreement to memorialize the award by Louisville Metro to Crown Castle NG Central, Inc. of said franchise pursuant to the terms and conditions reflected in Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, Louisville Metro and Crown Castle NG Central, Inc. hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances are incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Crown Castle NG Central, Inc. for said franchise, which is attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Crown Castle NG Central, Inc. agrees to comply with all applicable requirements as set forth in the Louisville Metro Public Works & Assets Utility Policy.

4. Louisville Metro has granted unto Crown Castle NG Central, Inc. a non-exclusive franchise, for a term of twenty (20) years to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky and as more specifically identified in the above- mentioned bid pursuant to Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

5. The franchise memorialized in this Franchise Agreement shall commence _____, 2015, and shall expire on _____, 20____.

6. Crown Castle NG Central, Inc. does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as

memorialized in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

7. This Franchise Agreement memorializes the agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

IN WITNESS WHEREOF, Louisville Metro and Crown Castle NG Central, Inc. have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

CROWN CASTLE NG CENTRAL, INC.

GREG FISCHER, MAYOR

BY: _____

TITLE: _____

**APPROVED AS TO FORM
AND LEGALITY**

**Michael J. O'Connell
Jefferson County Attorney**

By: _____
Assistant County Attorney