

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 4, 2023,
COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today at 9:50 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: Daryl Sammet, Danny Barksdale, Derrick Gatlin, and LaDon Townsend. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of November 20, 2023.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve the following claims:

11/17/2023	0071968-0072035	\$ 1,303,960.81
11/17/2023	72000	VOID
11/20/2023	0072036	\$ 6,000.00
11/22/2023	0072037-0072066	\$ 226,111.17
11/28/2023	0072067	\$ 545.00
11/30/2023	0072068-0072152	\$ 321,000.39
	TOTAL	\$ 1,857,617.37

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Derrick Gatlin, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

Commissioner Townsend will be abstaining from the merit increases vote.

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve an Antenna Site License Agreement with Diamond Towers IV LLC.

**ANTENNA SITE LICENSE
AGREEMENT**

THIS ANTENNA SITE LICENSE AGREEMENT ("License Agreement") is effective as of the date of the last signature ("Effective Date"), between **Diamond Towers IV LLC**, a Delaware limited liability company ("Licensor"), and **Limestone County Commission**, an Alabama commission ("Licensee").

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WITNESS:

A. Licensors hold a leasehold interest in a certain parcel of property located at 12138 Salem Field Lane Salem AL 35620 (known as "Salem Field Lane AL034"), more specifically described in Exhibit "A", attached hereto (the "Site").

B. Licensors own, operate and manage a communications tower erected on the Site (the "Tower").

C. Licensee desires to obtain a license to install equipment on the Tower for use by Licensee for the purpose of a communications facility and to use certain designated space on the Site.

NOW THEREFORE the parties agree as follows:

1. Tower Use License: Licensors hereby license to Licensee space at the Site and on the Tower to install and operate the specific equipment at the locations and heights specifically described on Exhibit "B". Licensee shall use the space exclusively for its communications operations as permitted by this License Agreement, including only those frequencies listed on Exhibit "B" and shall not maintain or permit any nuisance or unsafe conditions on the Site or the Tower.

As part of this License, Licensors shall permit Licensee to occupy a ten foot by twelve-foot (10 ft. x 12 ft.) area of land ("Ground Space") at a location on the Site depicted on Exhibit "B-1" and to place an unmanned equipment building on such land Ground Space.

2. Term of License: This License Agreement shall commence upon the earlier to occur of (a) the date Licensee commences installation of any of its equipment on the Site or (b) October 1, 2023 (the "Commencement Date") and shall expire five (5) years following the Commencement Date ("Initial Term").

3. Extension of Term: This License Agreement shall be automatically extended for four (4) successive periods of five (5) years each thereafter, without notice, unless Licensee shall have given Licensors written notice of termination at least one hundred twenty (120) days prior to the expiration of the then current term. All references to the term of this License Agreement shall include the Initial Term, and any extension thereof, as extended as provided herein. Licensee acknowledges that Licensors' interest in and to the Site, and the access to such Site, may be subject to, or otherwise governed by, the terms and conditions of a lease, license, easement, management or other similar agreement between a third party and Licensors (such agreement, as amended and/or replaced by other agreements from time to time, shall be referred to as the "Prime Agreement"). Licensee hereby acknowledges that the terms, conditions, provisions, and obligations of this License Agreement, shall be subject and subordinate to such Prime Agreement, and in the event of any conflict between the terms of such Prime Agreement and this License Agreement, the terms of the Prime Agreement shall control. In the event that Licensors does not possess an interest in and access to the Site due to the termination, expiration or cancellation of the Prime Agreement and any of its replacement agreements, for any reason, this License Agreement shall automatically terminate.

4. License Fee: For the rights herein granted by Licensors to Licensee in this License Agreement, Licensee shall pay as an annual license fee the amounts shown on Exhibit "C" ("License Fee(s)"), together with any State, County or local sales or use taxes applicable to Licensee's use of the Tower Ground Space as further provided in this License Agreement. License Fees and other amounts due to Licensors hereunder shall be paid monthly in advance, to the remittance address listed in Section 23, on or before the first day of each calendar year during the term of this License Agreement. In the event the first or last month of the term shall commence or end on a date other than the first or last day of a calendar year, the License Fee shall be apportioned, and the apportioned License Fee and other amounts due to Licensors hereunder shall be paid in advance on the first day of the term commencing during the applicable partial calendar year or the first day of the partial calendar year, as appropriate. If any installment is not paid within ten (10) days after the due date, Licensee shall pay a late charge equal to one and one-half percent (1 1/2%)

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per month of the amount of the outstanding balance due Licensor. Late charges will be payable by Licensee on all outstanding amounts, including previously assessed late charges. The License Fee shall be increased by three percent (3%) on each anniversary of the Commencement Date. All payments due and owing pursuant to this License Agreement, including, but not limited to License Fee shall be paid to Licensor electronically. Licensor shall provide Licensee with all required documentation to set up electronic payments within thirty (30) days of the Effective Date of this License Agreement. Licensee shall commence electronic payments to Licensor within thirty (30) days of receipt of said documentation.

5. Installation of Licensee's Equipment: All installation, construction, removal, or relocation of Licensee's equipment shall be commenced only after Licensor has approved all plans and specifications in writing, which approval shall not be unreasonably withheld, conditioned, or delayed, and Licensee shall comply with all of Licensor's reasonable requirements. Within fifteen (15) business days following the date Licensor receives the plans and specifications, Licensor shall provide notice to Licensee as to whether the plans and specifications have been approved or denied. If Licensor fails to respond within said fifteen (15) day period, Licensor's approval shall be deemed given. Only the equipment described on Exhibit B may be installed, and Licensor shall not be obligated to approve any installation, which, when considered with all other equipment installed on the Tower will cause the permitted wind load for the Tower to be exceeded. Licensee may replace the equipment specifically described on Exhibit "B" with equipment which (i) does not take up additional space, capacity or weight; (ii) equipment that does not cause any interference prohibited by this License Agreement; (iii) is of the same size and design characteristics of the equipment specifically described on Exhibit "B"; (iv) that does not increase wind loading on the Tower in excess of the level of wind loading existing prior to installation of the replaced equipment; and (v) is designed to operate and function in a manner substantially equivalent to (and within the same general technical parameters of) the equipment specifically described on Exhibit "B". All work described herein shall be performed by Licensee at its sole cost and expense in good and workmanlike manner, free from faults and defects, and in compliance with all legal requirements utilizing only first class materials and supplies (unless otherwise permitted by the approved plans and specifications). Licensee shall be solely responsible for construction means, methods, techniques, sequences and procedure, and for coordinating all activities related to the work, and such work shall not interfere with the uninterrupted use of the Tower or the Site by other licensees. If interference with other licensees is caused by Licensee's installation work and cannot be reduced to levels reasonably acceptable to Licensor, then Licensee shall immediately cease all installation work upon receipt of written notice from Licensor, and Licensor shall have the right to terminate this License Agreement by giving Licensee ten (10) days prior written notice, unless such interference is satisfactorily reduced within such period. NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, IS MADE BY LICENSOR WITH RESPECT TO THE SUITABILITY OF THE TOWER AND THE SITE FOR LICENSEE'S OPERATIONS AND INTENDED USE THEREOF.

6. Licensor's Maintenance: Licensor shall make all necessary repairs and replacements at its expense, as well as alterations required by any governmental authority having jurisdiction over the Tower, unless the required repairs, replacements or alterations are solely required for the Licensee's communication equipment located on the Tower (or the Site), in which event Licensee shall make all necessary repairs, replacements and alterations as required at its expense. Licensor acknowledges that it, and not Licensee, shall be responsible for compliance with all Tower marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"). Licensor shall indemnify and hold harmless Licensee from any fines or other liabilities caused by Licensor's failure to comply with such requirements. Further, should Licensee be cited by either the FCC or FAA because a Tower is not in compliance within the time frame allowed by the citing agency, and Licensor does not cure such non-compliance within thirty (30) days from notice by Licensee, then Licensee may terminate the License Agreement immediately upon notice to Licensor with no further obligation hereunder, or, at Licensee's option, cause the Tower to comply with FAA or FCC requirements and Licensor shall be responsible for reimbursing Licensee for its actual, reasonable costs incurred to bring the Tower into compliance with FAA or FCC requirements within thirty (30) days of written request.

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thereof.

7. Licensee's Maintenance: Licensee shall maintain its antenna and transmitting and other equipment in a good state of repair and operating condition, all in accordance with good engineering practices and applicable governmental rules and regulations. All maintenance work shall be performed in accordance with the requirements of Section 5 (except for pre-approval of plans and specifications) above and Licensee shall use qualified technicians who shall be subject to Licensors's prior written approval. If circumstances occur, or threaten to occur, from which Licensors may reasonably conclude that damage is likely to result to the property of Licensee, Licensors or the property of any other person, or that substantial threat to life will exist before agents of Licensee can be advised and respond, then Licensors, without notice to Licensee, may repair, maintain, de-energize, disconnect or dismantle any or all equipment and/or lines of Licensee and take any other action which in Licensors's reasonable discretion may appear necessary with respect to the property of Licensee, without any liability on the part of Licensors for any damage that such action may cause; provided, however Licensors shall provide notice to Licensee as soon as reasonably practical.

8. Access: Subject to the Prime Agreement, Licensee shall have non-exclusive, free access to the Tower, the Ground Space and equipment building, 24 hours a day, 7 days a week, for the purpose of installing its equipment and for the purpose of maintenance and repair over an access and utility easement more specifically set forth on Exhibit "A-I" ("Access Easement"). Licensors shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of Licensee's equipment over the Access Easement as provided for in this License Agreement.

9. Interference: Prior to installation of its equipment, Licensee shall cause its engineers to conduct a frequency search in order to determine that its signal will not interfere with the radiating or receiving facilities of others already using the Tower at the time of Licensee's installation. Thereafter, Licensee will conduct its activities in accordance with sound electronic and engineering practices and will cooperate with other pre-existing licensees so as to prevent interference. In the event interference with pre-existing licensees is encountered, then Licensee will, at its sole cost and expense, take all steps necessary to promptly correct and eliminate such interference. If the Licensee does not correct the condition causing the interference within forty-eight (48) hours after receipt of notice from Licensors, then Licensors may turn off the electrical power to Licensee's equipment (except for intermittent testing during off-peak hours) until the condition causing the interference is corrected, or until Licensee establishes to Licensors's reasonable satisfaction that Licensee's equipment is not the cause of the interference. If the interference cannot be eliminated within thirty (30) days, Licensors may terminate this License Agreement on written notice to Licensee without further liability to Licensee, and Licensors shall have the right to disconnect and remove any equipment which is causing the interference. In the event that any other licensee, whose equipment has been installed on the Tower subsequent to Licensee's installation, is causing interference with Licensee's radio frequency activities, Licensors will use its best efforts to cause the other licensee to promptly correct the condition causing the interference. If the other licensee does not correct the condition causing the interference within forty-eight (48) hours after the receipt of notice from Licensee to Licensors, then Licensors will exercise the rights available to Licensors under the applicable lease or license agreement to eliminate the condition causing the interference. If the interference cannot be eliminated within thirty (30) days, Licensee may terminate this License Agreement on written notice to Licensors without further liability to Licensors. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the FCC, or as defined in the provisions of the recommended practices of the Electronics Industries Association then in effect.

10. Utilities: Licensee shall be responsible for furnishing and paying for all electricity and other utilities required by Licensee for the operation of its equipment. Licensee, at its sole expense, shall pay for the cost of a separate electricity meter.

11. Taxes: Licensee shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Licensee's payments to Licensors, Licensee's equipment, or Licensee's use of

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the Site. In addition, Licensee shall pay that portion, if any, of the personal property taxes attributable to Licensee's equipment. Licensee shall pay as additional rent any increase in real estate taxes levied against the Site and Licensee's equipment attributable to the Licensee's use and occupancy of the Site. Payment shall be made by Licensee within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

12. Liens: Licensee shall not permit any mechanic's, materialmen or other liens to stand against the Site or the Tower for any labor or material furnished to the Licensee in connection with work of any character performed on the Site or the Tower by or at the direction of Licensee. In the event that any notice of lien shall be filed or given, Licensee shall cause the same to be released or discharged within ten (10) business days of written notice from Licenser, and shall indemnify and hold Licenser harmless from and against any losses, damages, costs, expenses, fees, penalties, reasonable attorney's fees and legal expenses suffered or incurred by Licenser by reason of the filing of such claim or lien.

13. Licensee's Liability: Licensee shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Licensee's use or occupancy of the Tower and Site and caused by the negligence or willful or intentional misconduct of its agents or employees. Licensee shall indemnify and hold Licenser harmless from and against any and all claims, demands and suits made or commenced by any party against Licenser for loss of life, personal injury, loss or damage to property, or other damage caused by the use of the Tower or Site by Licensee, its agents, or employees except to the extent caused by the negligence of Licenser. In no event shall Licensee be liable for consequential, incidental, or punitive damages.

14. Licenser's Liability: Licenser shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Licenser's use or occupancy of the Tower and Site caused by the negligence or willful or intentional misconduct of its agents or employees. Licenser shall indemnify and hold Licensee harmless from and against any and all claims, demands and suits made or commenced by any party against Licensee for loss of life, personal injury, loss or damage to property, or other damage caused by the use of the Tower or Site by Licenser, its agents or employees, except to the extent caused by the negligence of Licensee. In no event shall Licenser be liable for consequential, incidental, or punitive damages.

15. Insurance:

(a) Without in any way limiting Licensee's obligation to indemnify Licenser as set forth in Section 13 above, Licensee shall at all times during the Initial Term and any extension thereof, at Licensee's sole expense, maintain Workers Compensation insurance, in accordance with the legal requirements of the State in which the Site is located, covering all workers or employees of Licensee, and will require its contractors and subcontractors to maintain such insurance. Licensee shall maintain in full force and effect a commercial general liability insurance policy including premises/operations, completed operations, broad form property damage and bodily and personal injury, including death against claims caused by or occurring in conjunction with the operation of Licensee's business. Licensee shall maintain in full force and effect an business auto liability insurance insuring owned, hired, or non-owned vehicles for bodily injury and property damage liability in limits not less than One Million Dollars (\$ 1,000,000) combined single limit per accident. Licenser shall be named as an additional insured on each policy and a certificate evidencing such coverage shall be issued by an insurance company qualified to do business in the State in which the Site is located, providing, a minimum protection of not less than One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) in aggregate. Each such certificate shall provide for not less than thirty (30) days prior written notice to Licenser of any proposed cancellation.

(b) Licenser shall at all times during the Initial Term and any extension thereof, at Licenser's sole expense, maintain Workers Compensation insurance, in accordance with the legal requirements of the State in which the Site is located, covering all workers or employees of Licenser, and will require its contractors and subcontractors to maintain such insurance. Licenser shall maintain in full force and effect a commercial general liability insurance policy including premises/operations, completed

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operations, property damage and bodily and personal injury, including death against claims caused by or occurring in conjunction with the operation of Licensor's business. Licensee agrees that Licensor may self-insure against any loss or damage which could be covered by such insurance.

16. Damage or Destruction: If the Tower shall, with or without the fault of Licensor, by any cause, be totally or partially destroyed or damaged so as to prevent use by Licensee of its space on the Tower, or a temporary facility provided by Licensor, for a period in excess of ninety (90) days, Licensee may terminate this License Agreement on written notice to Licensor, and upon such termination neither party shall have any further liability to the other. License Fees shall be abated for any period during which Licensee shall be unable to transmit or receive its signal because of the unavailability of the Tower or of a temporary facility provided by Licensor. Unless caused by the negligence or intentional acts of Licensor, Licensee shall have full risk of loss from and all causes for all of its equipment located on the Tower or the equipment building, or on the Site. In the event of any such damage or destruction which renders Licensee's facilities non-operable for a period reasonably expected to exceed five (5) days, Licensee shall have, and Licensor hereby grants to Licensee, the right to bring and maintain upon the Site such temporary communications facilities, to the extent permitted under the Prime Agreement, as Licensee shall reasonably determine are necessary to continue to operate Licensee's communications system and provided: (i) that such temporary facilities do not materially interfere with Licensor's or any other licensee's communications operations on the Site or the repair or replacement of the damaged facilities; (ii) that Licensee obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; and (iii) that Licensee shall remove such temporary facilities within a reasonable period of time, which shall be no later than the earlier to occur of (a) the restoration of service to Licensee's facilities, or (b) termination of this License Agreement.

17. Eminent Domain: If the Tower, or equipment building, or any portion thereof in which Licensee's equipment is located, is taken by eminent domain, this License Agreement shall expire, and the License Fee shall be apportioned to the date when the property is taken. Neither party shall be subject to any claims, actions or legal proceedings by the other party as a result of the taking by eminent domain.

18. Default: Should Licensee fail to pay, within five (5) days of written notice from Licensor, License Fees or any other amounts due Licensor hereunder, or fail to cure any breach of any other provision of this License Agreement after thirty (30) days written notice and demand, (provided, however, where such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under this License Agreement if Licensee commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion within ninety (90) days from the date of notice to Licensee), Licensor may terminate this License Agreement immediately, without further notice, and require Licensee to remove or cause to be removed all of Licensee's equipment. Licensee shall, in such event, remain liable for any and all costs incurred for removal of Licensee's antenna, transmission lines and associated equipment from the Tower and for removal of associated structures from the Site. Licensor shall not be liable for any damage to such equipment during its removal unless solely caused by its negligence or willful misconduct. Licensor shall further be entitled to such other remedies as may be available pursuant to applicable law, including damages for failure by Licensee to perform the unexpired term of this License Agreement. In the event of Licensor's failure to comply with any material provision of this License Agreement, which failure is not cured within thirty (30) days after receipt of written notice thereof from Licensee (provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensor shall not be deemed to be in default under this License Agreement if Licensor commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion within ninety (90) days from the date of notice to Licensor), Licensee may terminate this License Agreement without affecting its right to demand, sue for, and collect all of its damages arising out of Licensor's said failure to comply.

19. Surrender by Licensee: Within sixty (60) days of the expiration or termination of this License Agreement ("Removal Period"), Licensee, at its own cost and expense, shall completely remove

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or cause to be removed, all structures, including antennas and associated mounting brackets and transmission equipment, concrete foundations (only to below grade), fences and other associated structures, and restore the Tower and Site to their original condition, ordinary wear and tear and casualty loss excepted. Licensee shall pay License Fees and other amounts owed to Licensors at the then existing monthly pro-rated basis during the Removal Period, until such time as the removal of property and fixtures has been completed.

20. Assignment: Licensee shall not assign or sublease this License Agreement or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this License Agreement without the prior written consent of Licensors, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensee may assign this License Agreement to a parent corporation or any of its majority-controlled subsidiaries or affiliates upon written notice to Licensors. Any sublease, license or assignment of this License Agreement that is entered into by Licensors or Licensee shall be subject to the provisions of this License Agreement. Additionally, Licensee may, upon notice to Licensors, mortgage, or grant a security interest in this License Agreement and the Licensee's facilities and may assign this License Agreement and the Licensee's facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Licensors shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Licensors agree to notify Licensee and Licensee's Secured Parties simultaneously of any default by Licensee and to give Secured Parties the same right to cure any default as Licensee, except that the cure period for any Secured Party shall not be fewer than ten (10) days after the receipt of the default notice.

21. Subordination: This License Agreement is subject to and subordinate at all times to the lien of existing and future Licensors mortgages on the Site, provided that the holder of such mortgage will not, for so long as Licensee shall not be in default under this License Agreement disturb the peaceful quiet enjoyment of the licensed Tower space or the Ground Space by Licensee. No instrument shall be necessary to effectuate this subordination, but Licensee agrees to execute and deliver such further instruments subordinating this License Agreement to the lien of all such Licensors mortgages as may be requested from time to time.

22. Estoppels: Within five (5) business days after written request, Licensee or Licensors, as applicable, shall deliver to the other, as applicable, or to any mortgagee or prospective purchaser of Licensors' or Licensee's interest, a certificate stating that: (i) Licensee or Licensors has entered into occupancy of the Tower and Site in accordance with the provisions of this License Agreement; (ii) this License Agreement is in full force and effect; (iii) Licensors or Licensee has performed the covenants, agreements or conditions required of Licensors or Licensee, if such be the case (and if such not be the case, then Licensee or Licensors shall list those covenants, agreements or conditions not so performed), and any other information reasonably requested by the Licensors, Licensee or such mortgagee.

23. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail return receipt requested, postage prepaid, or if sent by a nationally recognized courier providing proof of service, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

Licensors: Diamond Towers IV LLC
120 Mountain Ave.
Springfield, NJ 07081
Attn: Lease Administration

Licensee: Limestone County Commission
310 W Washington St.
Athens, AL 35611

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Attn: _____

24. Binding Agreement: This License Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

25. Governing Law: This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Site is located.

26. Attorney's Fees and Costs: In connection with any enforcement action or litigation arising out of this License Agreement, the prevailing party, whether Licensor or Licensee shall be entitled to recover all costs incurred including reasonable attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and post judgment proceedings.

27. Entire Agreement: This License Agreement represents the entire understanding and agreement between the parties and no agreements or representations, unless incorporated into this License Agreement shall be binding on any of the parties.

28. Waiver: Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

29. Severability: Should any provision of this License Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

30. Hazardous Substances: Licensor represents and warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the Site or the surrounding property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Licensor nor Licensee shall introduce or use any Substance on the Site or the surrounding property in violation of any applicable law. Licensor and Licensee each indemnifies the other against and holds the other harmless from any and all liability, damage, loss, expense, cost, penalty and fee, including consultant's fees and attorney's fees, resulting from any breach of any representation, warranty or agreement contained in this paragraph 30.

31. All equipment and communications facilities placed on the Tower or Site by Licensee shall remain the property of Licensee and will not be subject to any lien or encumbrance created or suffered by Licensor. Licensor waives all landlord's or similar liens in and to any property or equipment of Licensee (whether created by statute or otherwise).

[EXECUTIONS TO COMMENCE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the Effective Date.

LICENSOR: Diamond Towers IV LLC

Name: Michael G. Brett

Title: COO

Date: _____

LICENSEE: Limestone County Commission

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Name: _____
Title: _____
Date: _____

Exhibit A

Description of Site

An approximate 240 sq. ft. area of land located within the lease area as described as follows:

A 0.230 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT AS DESCRIBED IN INSTRUMENT NUMBER 200365987 AS RECORDED IN THE OFFICE OF JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA, SITUATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4), SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 25, HAVING ALABAMA, WEST ZONE, STATE PLANE COORDINATES OF N: 1,795,969.98', E:2,081,568.08'; THENCE RUN S24°15'46"E A DISTANCE OF 2244.96 FEET TO A FOUND 1/2" REBAR WITH CAP, SAID 1/2" REBAR BEING THE NORTHEAST CORNER OF THAT CERTAIN TRACT AS DESCRIBED IN INSTRUMENT NUMBER 200224639 AS RECORDED IN SAID OFFICE, FROM WHICH A FOUND 1/2" REBAR WITH CAP BEARS S88°54'33"E A DISTANCE OF 412.07 FEET; THENCE S00°27'00"W A DISTANCE OF 320.29 FEET TO A POINT; THENCE N88°54'27"W A DISTANCE OF 8.59' TO THE POINT OF BEGINNING; THENCE N88°54'27"W A DISTANCE OF 100.00 FEET TO A POINT; THENCE N01°05'33"E A DISTANCE OF 100.00 FEET; THENCE S88°54'27"E A DISTANCE OF 100.00 FEET; THENCE S01°05'33"W A DISTANCE OF 100.00 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 10,000 SQUARE FEET (0.230 ACRES) MORE OR LESS

Exhibit A-1
Description of Access Easement

AN EASEMENT AREA BEING A PORTION OF THAT CERTAIN TRACT AS DESCRIBED IN INSTRUMENT NUMBER 200365987 AS RECORDED IN THE OFFICE OF JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA, SITUATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4), SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 WEST, OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 25, HAVING ALABAMA, WEST ZONE, STATE PLANE COORDINATES OF N: 1,795,969.98', E:2,081,568.08'; THENCE RUN S24°15'46"E A DISTANCE OF 2244.96 FEET TO A FOUND 1/2" REBAR WITH CAP, SAID 1/2" REBAR BEING THE NORTHEAST CORNER OF THAT CERTAIN TRACT AS DESCRIBED IN INSTRUMENT NUMBER 200224639 AS RECORDED IN SAID OFFICE, FROM WHICH A FOUND 1/2" REBAR WITH CAP BEARS S88°54'33"E A DISTANCE OF 412.07 FEET; THENCE S00°27'00"W A DISTANCE OF 320.29 FEET TO A POINT; THENCE N88°54'27"W A DISTANCE OF 23.59' TO A POINT, SAID 1/2" REBAR BEING THE NORTHEAST CORNER OF THAT CERTAIN TRACT AS DESCRIBED IN INSTRUMENT NUMBER 200224639 AS RECORDED IN SAID OFFICE, BEING THE POINT OF BEGINNING OF A 30 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S01°05'33"W A DISTANCE OF +/-293.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SALEM FIELD LANE (A PUBLIC RIGHT-OF-WAY), ALSO BEING THE POINT OF TERMINATION, CONTAINING 8,804 SQUARE FEET (0.202 ACRES) MORE OR LESS.

MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 4, 2023, COMMISSION MEETING

Exhibit B Antenna and Equipment Description

Frequencies: TX: 740-960 MHz
RX: 740-960 MHz

Call Sign:

ANTENNAS AND CABLES - CABLE TO BE RUN ON OUTSIDE OF POLE

Type	Qty.	RAD Height	Make / Model	Dimensions (Inches)	Weight (lbs.)	#of Cables	Cable Size	ERP (Watts)
Panel	1	255'	RFI/BPA7496-180-14-P	III"x 10.4" x 6"	44	1	1/2"	N/A
Panel	1	245'	RFI/ BP A7496-180-14-P	III"x 10.4"x 6"	44	1	1/2"	283.1783
TOTAL	2				TOTAL	2		

OTHER TOWER MOUNTED EQUIPMENT

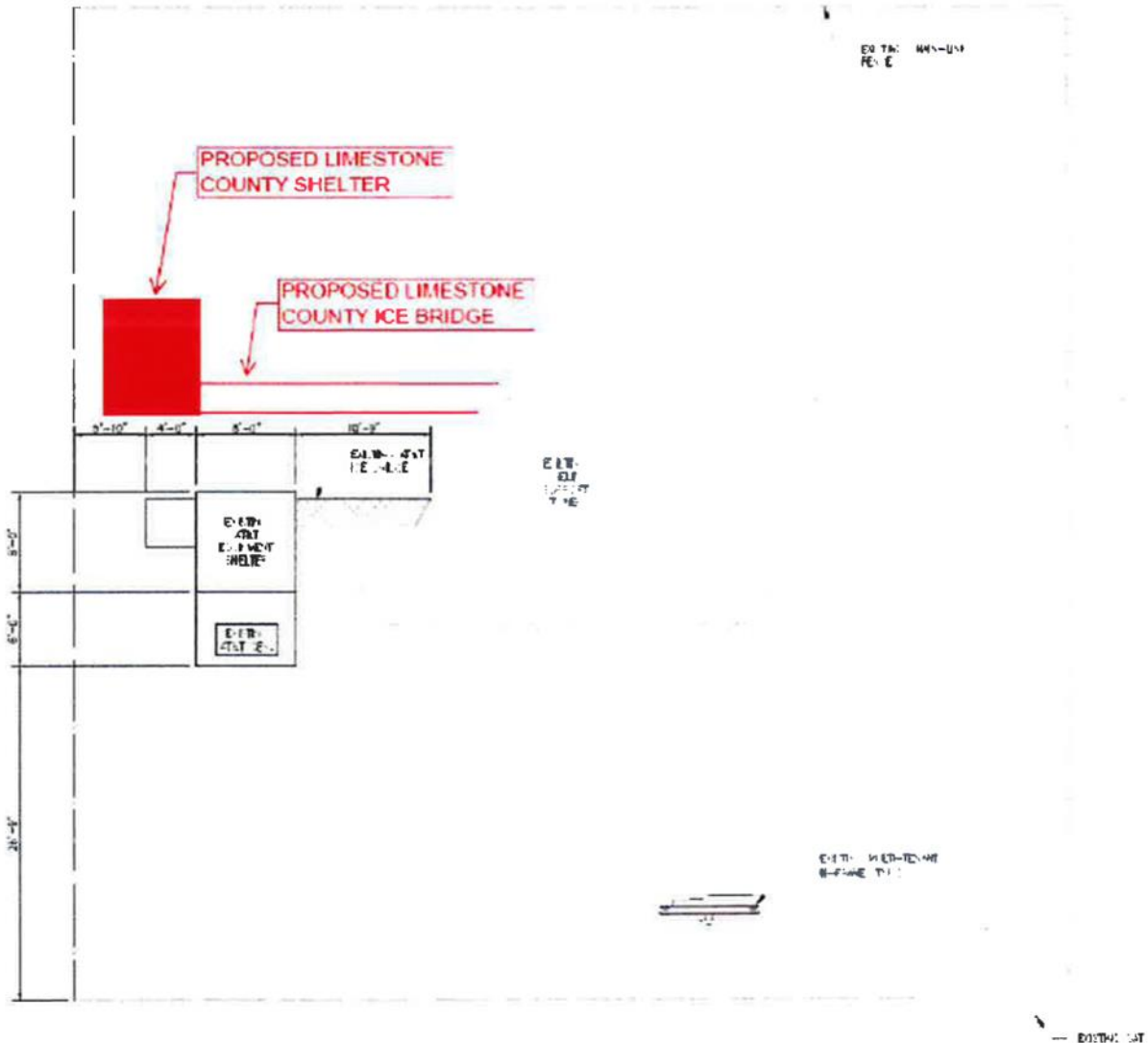
Equipment Type	Quantity	Mounting Height	Make / Model	Dimensions (inches)	Weight (lbs.)
MW	1	160'	Valuline/ HX6-6W	6' diameter	187.393
Mount	1	255'	Site Pro/ PSA-6	N/A	182.62
Mount	1	245'	Site Pro/ PSA-6	N/A	182.62

OUTDOOR CABINET AND LICENSED GROUND SPACE

(1) Outdoor enclosure located on a 10 ft. x 12 ft. (120 sq. ft.) area of land located on the Site

MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 4, 2023, COMMISSION MEETING

Exhibit "B-1" Site Plan



MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 4, 2023, COMMISSION MEETING

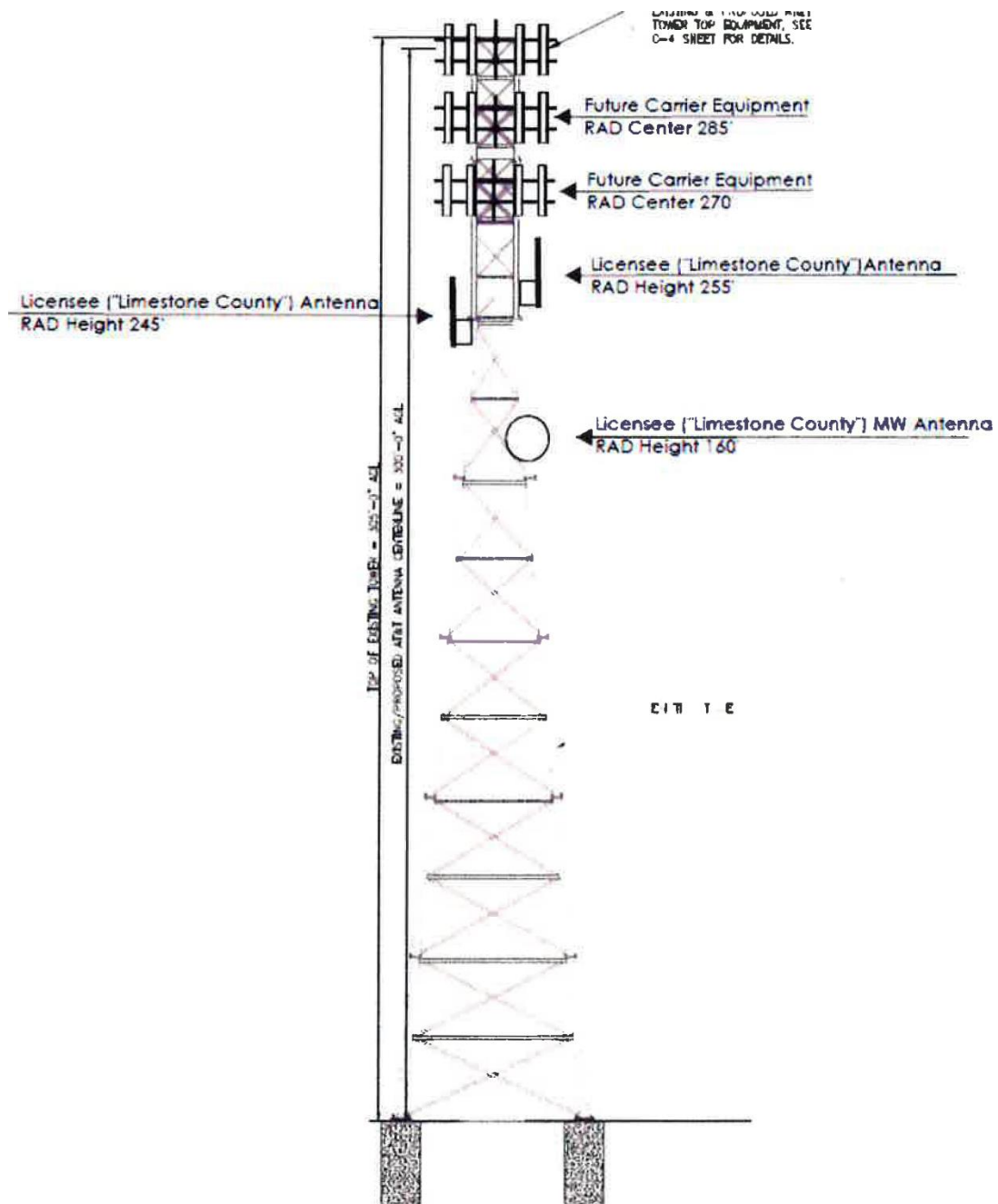


Exhibit C
License Fee Schedule

License fee escalation of three percent (3%) annually

License Fee	<u>MONTHLY</u>	<u>ANNUAL</u>
	\$1,200.00	\$14,400.00

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 4, 2023,
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve a novation of the animal shelter contract from Limestone Animal Care, LLC to Athens-Limestone Animal Services, Inc., an Alabama nonprofit corporation, under the same terms as previously approved by the Commission.”

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Derrick Gatlin, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
District 1	011-53200-560	Construction Equipment	+ \$462,470.00
District 2	011-53300-560	Construction Equipment	+ \$462,470.00
District 3	011-53400-560	Construction Equipment	+ \$462,470.00
District 4	011-53500-560	Construction Equipment	+ \$462,470.00
Engineering	011-53600-560	Construction Equipment	+ \$931,768.00
	011-61340	Proceeds from Note	-\$2,781,648.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Danny Barksdale, aye; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve to award the following bids:

Proposal No.	Item	Awarded to	Amount
2844	Motor Oil	W.H. Thomas	\$24,467.24
2023-02	Equipment Shelter	Mobile Communications America	\$107,558.98

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 4, 2023,
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MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Julian Tyler	Corrections Officer	10/26/2023
Jacqueline McNatt	Operations Lieutenant	11/1/2023
Jacob Rupp	Corrections Officer	11/1/2023
Jacob Lamar	Sergeant - Jail	11/1/2023
Michael Bloodworth	Sheriff's Sgt. - Patrol	11/4/2023
Mallory Townsend	Communications Officer	11/8/2023
Lisa Kellum	Corrections Officer`	11/15/2023
Dale Townsend	SORNA - Investigator	11/23/2023
Jeffery Sides	Corrections Officer	11/25/2023
Kaiden Davis	Communications	12/5/2023
Phillip Woodruff	PT Litter Patrol	12/19/2023

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Derrick Gatlin, aye; Danny Barksdale, aye; and LaDon Townsend, abstain. Motion passes with 3 and one abstention.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Abernathy Acres – Replat of Tracts 1 & 2	Minor	Preliminary & Final	2	4	South of the intersection of O'Neal & Lydia Corey Rds.
Menefee Road Subdivision	Minor	Preliminary & Final	2	2	Northwest corner of Nick Davis & Menefee Rds.
Graystone Subdivision, Phase 4	Major	Final	53	1	At the end of Old School House Rd. and at the end of Carnaby Lane

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 4, 2023,
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MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve the revised and re-stated Limestone County Subdivision Regulations.

The Chairman asked if there was any discussion. Commissioner Townsend asked for a motion to remove the subdivision regulations except for subsection 2-1-29, 2-1-60(c)(i), 5-6(7), and 5-6(8). Attorney Drew Dill advised the Commission regarding the vote procedures for same and stated that the motion would be a "Motion to Amend".

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve to amend the motion to approve the Subdivision Regulations.

The Chairman asked if there was any discussion. There was discussion. The Administrator called the roll. LaDon Townsend, aye; Derrick Gatlin, aye; Daryl Sammet, nay; and Danny Barksdale, nay; Chairman Daly, nay. Motion fails 3 to 2.

After the Motion to Amend vote, the vote was called to approve the revised and re-stated Limestone County Subdivision Regulations. There was discussion on the clarification of what was being voted on and the proper procedures for same. The Administrator called the roll. Danny Barksdale, aye; Daryl Sammet, aye; Derrick Gatlin, nay; and LaDon Townsend, nay. Chairman Daly, aye; Motion carries 3 to 2.

Commissioner Sammet gave bridge repair update on Yarbrough Road. He also reminded citizens about the change in garbage pickup for the Christmas holiday.

Commissioner Barksdale thanked Engineer Marc Massey for his work on the Subdivision Regulations.

Commissioner Townsend inquired about improving the ways to inform citizens of future garbage pickup changes due to holidays. Engineer Massey stated that they were looking into providing a mailer to be sent out to citizens in addition to the social medial advertisements.

Chairman Daly thanked all county employees. He also reminded citizens about the Christmas parade Thursday, December 7, 2023. Thanked everyone regarding the Subdivision Regulations and that if revisions were suggested that they would listen.

Adjourned at 10:08 a.m. until 9:00 a.m. on Monday, December 18, 2023, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Collin Daly, Chairman

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 4, 2023,
COMMISSION MEETING**

Daryl Sammet, D-I Commissioner

Derrick Gatlin, D-III Commissioner

Danny Barksdale, D-II Commissioner

LaDon Townsend, D-IV Commissioner