

January 31, 2024

RE: Letter Agreement regarding the investigation into the potential relocation of an existing communications facility (“Agreement”) located at 109 Hull St, Whitestown, Indiana 46075 (the “Property”). Site BU# 829072, site name Whitestown

Dear Town and Developer:

This Agreement is entered by and between the Town of Whitestown (“Town”), Kite Harris Property Group LLC, an Indiana limited liability company (“Developer”) and CCTMO LLC, a Delaware limited liability company (“Crown”).

Crown and its sublessees, licensees, and customers maintain and operate certain communications facilities and equipment related thereto from the above referenced Property pursuant to a Site Lease with Option dated April 23, 2002, as has been amended (hereafter the “Lease”).

The referenced Developer and Town are contemplating a potential redevelopment of the Property that will impact the current location, operation and use of Crown’s existing communications tower and related equipment (collectively referenced as the “Communications Facility”). The proposed relocation would also include the relocation of any access easements and utility or fiber lines or connections as necessary to operate the Communications Facility.

Crown agrees to preliminarily investigate the possibility of relocating its Communications Facility on the terms and conditions outlined herein. Notwithstanding any language herein to the contrary, the execution of this Agreement is not a commitment to relocate all or any portion of the Communications Facility. Crown will not be bound to relocate its Communications Facility unless the relocation is approved by Crown in its sole discretion, and a formal relocation agreement (“Relocation Agreement”) is negotiated and separately executed following Crown’s feasibility review.

1. Developer and Town will provide the following:
 - a. Provide to Crown all documents related to Developer’s proposed development plans for the Property, including, but not limited to, all plans, specifications, drawings, surveys, engineering reports, environmental due diligence and elevations (collectively the “Development Plans”) that are reasonably necessary for Crown’s planning and construction teams, to evaluate the potential relocation and overall project.

b. Provide to Crown a specific location or locations on the Property where the Communications Facility may be relocated to (“Relocation Site”), if not otherwise shown on the Development Plans.

c. Non-Refundable Feasibility Payment. Town shall pay to Crown an initial non-refundable fee of **Twenty-Five Thousand Dollars (\$25,000.00)** to cover any costs associated with Crown’s review and evaluation of the proposed Development Plans and feasibility of the relocation described herein, including without limitation its attorney fees, consultant fees, internal staff time and any other costs incurred to evaluate the relocation and Development Plans (“Feasibility Payment”). Acceptance of the Feasibility Payment shall not be considered an approval of the Development Plans, an agreement to approve the Development Plans or to take any steps in furtherance of the Development Plans, or an agreement to relocate all or any part of the Communications Facility. The relocation is subject to the review and approvals noted below and negotiation of a Relocation Agreement, in Crown’s discretion, following completion of the initial due diligence and feasibility review. The Feasibility Payment shall be deemed fully earned upon receipt; provided, however, that Crown will refund any unused portion of the Feasibility Payment in the event the parties do not enter into a formal relocation agreement, or will apply any unused portion of the Feasibility payment to the relocation costs under the relocation agreement signed by the parties.

d. Developer and Town shall provide any other information reasonably requested or determined to be necessary by Crown to evaluate the relocation and Development Plans including Crown’s standard questionnaire.

2. Following receipt of the Feasibility Payment, Crown will pursue the following:

a. Evaluate the Development Plans to determine whether the Communications Facility could be relocated; taking into consideration the physical and technical needs of the customers and any other current or future users of the Communications Facility.

b. Evaluate all approvals of affected governmental agencies that will be needed to complete the relocation of the Communications Facility and provide the list of such needed approvals to Developer and Town, including, but not limited to, the FAA and local zoning authorities, if applicable (collectively the “Governmental Approvals”). This review will be preliminary in nature. Until a Relocation Agreement is executed, Crown will not submit any formal request for any of the Governmental Approvals.

c. Crown will perform an RF analysis or report which may be in summary form, showing the impacts or potential impacts from the Development Plans or relocation request.

d. In the event that Crown determines, in its sole discretion, that relocation of its Communication Facility is for any reason not feasible or is otherwise unacceptable,

Crown shall have no further obligation hereunder, and this Agreement shall terminate and be of no further force or effect. In the event of termination as described herein, Crown shall retain the Feasibility Payment.

3. Upon satisfaction of those items set forth in the paragraphs above to Crown's satisfaction, Developer, Town and Crown (or an affiliate of Crown to which Crown may freely assign its rights under this Agreement) may enter into an agreement to relocate the affected portions of the Communications Facility to the Relocation Site (the "Relocation Agreement"). The complete terms of the Relocation Agreement will be negotiated and may generally include, but are not limited to, the following:

a. The relocation will be at Developer's sole cost and expense, including, but not limited to, the cost for any temporary facilities required by Crown or its customers to avoid interruption in services, all costs and expenses associated with obtaining all Governmental Approvals, costs for design and construction of the new communication facility, costs of removal of the existing Communication Facility, Crown's project management fees and Crown's reasonable attorney's fees. The costs will be prepaid by Developer and held in escrow by Crown to be drawn against per the terms of the Relocation Agreement.

b. The relocation will (i) be performed exclusively by Crown or its agents, (ii) not result in any interruption or degradation of the communications services provided by the customers, and (iii) not impede or in any way alter the quality of communications service provided by the customers from the Property.

c. The Relocation Site (including the access and utility rights) will be surveyed by a licensed surveyor at Developer and Town's sole cost and expense.

4. Developer, Town and Crown hereby agree to keep the negotiation and terms of this Agreement confidential, and neither party shall disseminate or disclose such information to third parties without prior written consent from the other party, except each party's financial, legal and space planning advisors and consultants relating to the negotiation and documentation of this Agreement and the Relocation Agreement. Notwithstanding the foregoing, if desired, Crown may disclose to each customer the terms of this Agreement to the extent required, in Crown's reasonable discretion, to obtain each customer's consent to the potential relocation to the Relocation Site.

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If Developer and Town agree with the foregoing, please acknowledge that agreement by signing in the space provided below.

Sincerely,

CCTMO LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

By signing below, I (i) warrant and represent that I have the full authority to bind Kite Harris Property Group LLC and Town of Whitestown in the matters discussed in this Agreement and (ii) agree to the terms of and conditions of this Agreement.

Developer:
Kite Harris Property Group LLC, an Indiana limited liability company

By: _____
Name:
Its: Authorized Signer

Town:
TOWN OF WHITESTOWN

By: _____
Name:
Its: Authorized Signer