FRANCHISE AGREEMENT
BETWEEN SUMMIT COUNTY,
UTAH AND
NEW CINGULAR WIRELESS PCS, LLC

This Franchise Agreement is made and entered into effective as of the __ day of ________, 20__ (the “Effective Date”), by and between SUMMIT COUNTY, a body corporate and politic of the State of Utah (the “County”) and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Grantee”). The County and the Grantee are referred to individually as a “Party” and collectively as the “Parties.”

The County hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the telecommunications related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this non-exclusive Franchise (defined below) with the Grantee for the construction and operation of a Wireless Telecommunications System (defined below) on the terms set forth herein.

The County has authority pursuant to U.C.A. §17-50-306 to “grant franchises along and over the public roads and highways for all lawful purposes, upon such terms, conditions and restrictions as in the judgment of the county legislative body are necessary and proper, to be exercised in such manner as to present the least possible obstruction and inconvenience to the traveling public.” Summit County Code (“Code”), Title 7, Chapter 1 governs franchise agreements.

SECTION 1

Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

1.1.1 “Affiliate” when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

1.1.2 “County” means Summit County, Utah, or the lawful successor, transferee, or assignee thereof.

1.1.3 "FCC" means Federal Communications Commission or successor governmental entity thereto.

1.1.4 “Franchise” means this non-exclusive initial authorization, or renewal thereof, issued by the County which authorizes the construction, maintenance and operation of a public utility along the Public Way. This Franchise shall not be construed to include any general license required for
the privilege of transacting and carrying on a business within the County as may be required by other ordinances and laws of the County, or for attaching devices to poles or structures, whether owned by the County or a private entity, or for excavating or performing other work in or along the Public Way, except as otherwise provided in this Franchise Agreement.

1.1.5 "Franchise Agreement" means this contract, which is entered into pursuant to Code §7-1-4 between the County and Grantee that sets forth the terms and conditions under which this Franchise will be granted and exercised.

1.1.6 "Grantee" means New Cingular Wireless PCS, LLC or the lawful successor, transferee, or assignee thereof.

1.1.7 "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the County.

1.1.8 "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Service Area which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Wireless Telecommunications System. Public Way shall also mean any easement now or hereafter held by the County within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Wireless Telecommunications System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Wireless Telecommunications System. Public Way shall not include bike paths or trails not dedicated for utility services or compatible uses.

1.1.9 "Service Area" means the present boundaries of the County, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

1.1.10 "Subscriber" means a customer who lawfully receives Wireless Telecommunications Service from the Grantee, as the term “customer” is defined in Grantee’s service contracts.

1.1.11 "Wireless Telecommunications Service" means the transmission and reception of communications signals for the provision of all services authorized by federal or state law, including personal wireless services, telecommunications services, and commercial mobile data services, as those terms are defined by federal law. This Franchise Agreement does not authorize the provision of any other service without a separate agreement between the parties, or an amendment to this Franchise Agreement signed by both Parties.

1.1.12 "Wireless Telecommunications System" means the Grantee's facility, consisting
of antennas, communications equipment, electric and communications cables, and related accessories and improvements, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services pursuant to FCC licenses issued to Grantee, and all associated equipment that is designed to provide Wireless Telecommunication Service to multiple customers within the Service Area.

SECTION 2

Grant of Franchise

2.1 Grant. The County hereby grants to the Grantee, during the Term, a nonexclusive Franchise which authorizes the Grantee to construct and operate a Wireless Telecommunications System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Wireless Telecommunications System.

2.2 Competitive Equity. The Grantee acknowledges and agrees that the County reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Wireless Telecommunications Services within the County; provided, the County agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: insurance; System build-out requirements; security instruments; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.

2.3 Term. The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the Effective Date of the Franchise as set forth in subsection 7.7, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3

Standards of Service

3.1 Conditions of Occupancy. The Wireless Telecommunications System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance and regulations, to the extent the provisions of the ordinance or regulations do not: (i) apply retroactively to existing components of Grantee’s Wireless Telecommunications System, or (ii) have the effect of limiting the benefits or expanding the
obligations of the Grantee that are granted by this Franchise. Neither Party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however, that the Grantee agrees that it is subject to the lawful exercise of the police power of the County.

3.3 **Restoration of Public Ways.** If during the course of the Grantee's construction, operation, or maintenance of the Wireless Telecommunications System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and in a manner reasonably approved by the County Engineer.

3.4 **Relocation for the County.** Upon its receipt of reasonable advance written notice, to be not less than thirty (30) days in the event of a temporary relocation and no less than sixty (60) days for a permanent relocation, the Grantee shall, at its own expense except as provided by law or entitlement, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the County by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services.

3.5 **Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the County, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) calendar days in the event of a temporary relocation, and no less than sixty (60) calendar days for a permanent relocation. The Grantee shall employ commercially available best practices to meet the relocation times. In the event the Grantee has commenced efforts to complete the relocation and is making continuous progress toward completion, the relocation time shall be extended as necessary to allow for completion.

3.6 **Trimming of Trees and Shrubbery.** After obtaining the prior written consent of the County, the Grantee shall have the authority to trim trees or other natural growth overhanging any of its Wireless Telecommunications System within Public Ways in the Service Area so as to prevent branches from coming in contact with the Grantee’s wires, cables, or other equipment. The Grantee shall reasonably compensate the County for any damage caused by such trimming, or shall, in its sole discretion and at its own cost and expense, with the prior written consent of the County, reasonably replace all trees or shrubs damaged as a result of any construction of the Wireless Telecommunications System undertaken by the Grantee. Such replacement shall satisfy any and all obligations the Grantee may have to the County pursuant to the terms of this Section. Nothing herein shall give the Grantee the right to trim trees not within Public Ways without the permission of the landowner or without the permission of the County upon showing of public need.

3.7 **Safety Requirements.** Construction, operation, and maintenance of the Wireless
Telecommunications System shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Wireless Telecommunications System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.8 **Aerial and Underground Construction.** Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid. All other codes and ordinances of the County that pertain to such construction shall be complied with.

3.8.1 In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electronic services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall consult with the County Engineer to determine whether the construction will be aerial or underground, and wherever possible depending on the season and the location construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, underground. If the reason for not putting the facilities underground is seasonal, subject to County waiver as weather and other conditions may require the Grantee shall make reasonable efforts to move such facilities underground as weather permits, but no later than June 30 of the next summer.

3.8.2 For the purposes of this Franchise, with the exception of service drops, facilities to be placed "underground" shall be at least twenty four (24) inches below the surface grade.

3.8.3 Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, antennas or other related equipment that must remain above ground in order to be functional.

3.9 **Extensions of the Wireless Telecommunications System.** The Grantee shall have the right, but not the obligation, to extend the Wireless Telecommunications System into any portion of the Service Area where another operator is providing Wireless Telecommunications Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 **New Construction.** In cases of new subdivision construction, the developer shall give Grantee reasonable notice of such construction or development and the particular date of which open trenching will be available for the Grantee's installation of conduit. Costs of trenching shall be borne by the developer unless agreed to otherwise between Grantee and developer.

3.11 **Technical Standards.**

3.11.1 The Grantee is responsible for insuring that the Wireless Telecommunications System is designed, installed and operated in a manner that fully complies with FCC rules as revised or amended from time to time. As provided in these rules, the County shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate
rules but has no authority, pursuant to federal law, to enforce compliance with such standards; provided, however, that in no event shall this Section 3.11.1 be construed to require Grantee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

3.11.2 The Grantee shall submit an industry standard pole load analysis to the County Engineer indicating that the utility pole to which the Wireless Telecommunications System is to be attached, will safely support the load.

3.11.3 The County Engineer shall approve locations of all utility poles placed by Grantee within the Public Ways. Utility poles shall be located at least ten (10) lineal feet from any paved road surfaces. Utility poles shall not exceed fifty (50) feet above ground level and an antenna of a Wireless Telecommunications System shall not extend more than ten (10) feet above the top of a utility pole. All equipment attachments to the utility pole shall be placed higher than eight feet above ground level. Said County Engineer approval shall adhere to the following process: (i) Grantee shall provide the County Engineer with at least three (3) proposed locations for each utility pole (the “Initial Proposed Locations”), (ii) County Engineer shall select one of the Initial Proposed Locations within thirty (30) calendar days, and (iii) in the event that the County Engineer rejects all Initial Proposed Locations, the County Engineer will work with Grantee using commercially reasonable efforts to determine an appropriate location for the utility pole.

3.12 Subscriber Service Standards.

3.12.1 Office hours and availability.

3.12.1.1 The Grantee will maintain a local, toll-free or collect call telephone access line and an active website with email capability, which will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week.

3.12.1.1.1 Trained representatives of the Grantee will be available to respond to Subscriber telephone and email inquiries during normal business hours.

3.12.1.1.2 After normal business hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after normal business hours must be responded to by a trained representative of the Grantee on the next business day.

3.12.2 The County reserves its right to establish lawful standards beyond those established by this Franchise including:

3.12.2.1 Customer service requirements.

3.12.2.2 Construction schedules.

3.12.2.3 Consumer protection laws.
SECTION 4

Regulation by the County

4.1 Franchise Fee. The Grantee shall pay to the County an annual franchise fee of Two Hundred Fifty and no/100 Dollars ($250.00) per Small Wireless Facility located in the County’s Public Way, which franchise fee shall be due on April 1st of each calendar year, which amount shall be subject to increase or decrease to reflect the change, if any (measured from April of the previous calendar year to April of the then-present calendar year), in the Consumer Price Index for All Urban Consumers (CPI-U) Mountain-Plains region; all items, not seasonally adjusted; 1982-1984=100. A service charge of one and a half percent (1.5%) per month of the total amount due shall be imposed on payments made more than thirty (30) days past due.

4.2 Renewal of Franchise.

4.2.1 The County and the Grantee agree that any proceedings undertaken by the County that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of federal law and FCC regulations.

4.2.2 The Grantee and the County agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the County and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the County may grant a renewal thereof.

4.3 Conditions of Sale. If a renewal of the Grantee's Franchise is denied or the Grantee's Franchise is lawfully terminated pursuant to Section 6 of this Franchise, and the County either lawfully acquires ownership of the Wireless Telecommunications System or by its actions lawfully effects a transfer of ownership of the Wireless Telecommunications System to another party, any such acquisition or transfer shall be in accordance with federal law.

The Grantee and the County agree that in the case of a final determination of a lawful revocation or termination of the Franchise, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Wireless Telecommunications System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during such a period of time; however, under no event shall such authorization exceed a period of time greater than twelve (12) months from the effective date of such revocation or termination. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Wireless Telecommunications System which is reasonably acceptable to the County, the Grantee and the County may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Wireless Telecommunications System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the County or the Grantee.

4.4 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred or assigned, other than: (i) to an entity controlling, controlled by, or under
common control with the Grantee, or (ii) in connection with a sale or other transfer of substantially all of Grantee’s assets in the FCC market area where the Wireless Telecommunications System is located, without the prior consent of the County, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Wireless Telecommunications System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the County shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the County has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the County shall be deemed given.

SECTION 5

Insurance and Indemnification

5.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance using ISO Form CG 00 01 in the amount of Two Million Dollars ($2,000,000) combined single limit per occurrence and Three Million Dollars ($3,000,000) aggregate for bodily injury and property damage. The Grantee shall provide a Certificate of Insurance including the County as an additional insured as respects this Franchise Agreement. Additionally, the Grantee shall maintain in full force and effect, Automobile Liability insurance with limits of $500,000 combined single limit per accident for bodily injury and property damage. Grantee shall provide at least thirty (30) days prior written notice to the County of cancellation or nonrenewal of any required insurance that is not replaced. Upon at least sixty (60) days’ prior written notice from the County, the Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every three (3) years and stated in Utah Admin. Code R37-4-3. Notwithstanding the foregoing, Grantee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Franchise Agreement.

5.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the County, its officers, boards and employees, from and against any and all claims, demands, liens, and all liability for damages of whatsoever kind, including but not limited to any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's acts or omissions pursuant to or related to this Franchise, and to pay any and all costs, including reasonable attorney's fees, incurred by the County in defense of such claims, provided that the County shall give the Grantee written notice of its obligation to indemnify the County within twenty (20) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the County for any damages, liability or claims resulting from the willful misconduct or negligence of the County.

SECTION 6

Enforcement and Termination of Franchise

6.1 Grounds for Termination. The County may terminate or revoke this Franchise and all rights and privileges herein provided as follows:
6.1.1 The Grantee, by act or omission, materially violates a material duty herein set forth in any particular within the Grantee's control, and with respect to which redress is not otherwise herein provided. In such event, the County, acting by or through its County Manager, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Grantee notice of such determination, the Grantee, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the County may declare the franchise forfeited and this Franchise terminated, and thereupon, the Grantee shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the County shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Grantee.

6.2 Remedies at Law. In the event the Grantee or the County fails to fulfill any of their respective obligations under this Franchise, the County or the Grantee, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Franchise shall become effective without such action that would be necessary to formally amend the Franchise.

6.3 Third Party Beneficiaries. The benefits and protection provided by this Franchise shall inure solely to the benefit of the County and the Grantee. This Franchise shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of the Parties hereto).

6.4 Uncontrollable Events. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control including any delays caused by the County.

6.5 Bonds and Surety.

6.5.1 Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence.

6.5.2 Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within Public Ways.

6.6 Termination by Grantee. Notwithstanding any other provision of this Franchise to the contrary, Grantee may terminate this Franchise with or without cause six months after giving the
SECTION 7

Miscellaneous Provisions

7.1 Actions of Parties. In any action by the County or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

7.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the County on the subject of Wireless Telecommunications System and Service. Amendments to this Franchise for any purpose, including but not limited to any changes in state or federal law, shall be mutually agreed to in writing by the Parties.

7.3 Notice. Unless expressly otherwise agreed between the Parties, every notice or response required by this Franchise to be served upon the County or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, or b) upon receipt when sent certified or registered mail.

The notices or responses to the County shall be addressed as follows:

Summit County Manager
60 North Main
Street PO Box 128
Coalville UT 84017

with Copy to:

Summit County Attorney
60 North Main Street
P.O. Box 128
Coalville, UT 84017

The notices or responses to the Grantee shall be addressed as follows:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Site No. Summit County Wireless Franchise Agreement (UT)
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:
The County and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

7.4 **Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

7.5 **Severability.** If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

7.6 **Applicable Law.** The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah, except where expressly preempted by federal law.

7.7 **No Waiver.** Neither the County nor Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

7.8 **Counterparts.** This Franchise may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Franchise delivered by facsimile shall be deemed an original signed copy of this Franchise.

Considered and approved this ___ day of ___________ 20__. 

SUMMIT COUNTY

_________________________________________________
Doug Clyde, Chair
Summit County Council

ATTEST:

_________________________________________________
Kent Jones
Summit County Clerk
APPROVED AS TO FORM:

___________________________
David L. Thomas
Chief Civil Deputy

GRANTEE

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation
Its: Manager

___________________________
Name: ________________
Title: ________________