KAYENTA TECHNOLOGIES
WIRELESS CO-LOCATION AGREEMENT

This WIRELESS CO-LOCATION AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 20___, ("**Effective Date**") by and between Ivins City, ("**City**") and Kayenta Technologies, LLC., ("**Kayenta Technologies**").

WITNESSETH

WHEREAS, City owns the property located at:

End of Tuomppian Court in Ivins City, Utah; known as Humpback Hill; and identified by the Washington County Recorder as Parcel No. I-7-1-25-1104 ("**Property**")

WHEREAS, Kayenta Technologies desires to provide publicly available wireless Internet access in Ivins and other surrounding areas; and

WHEREAS, City desires to permit Kayenta Technologies the right to provide such service under the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1) **USE OF PREMISES**: Kayenta Technologies shall have the right and privilege to place network and infrastructure equipment for the purpose of operating Internet access service for its own service. Kayenta Technologies may install and maintain equipment on the above mentioned property as diagramed in the attached map and engage only in those activities which are enumerated herein and no other, without the prior written permission of City. Kayenta Technologies agrees that it will not make any permanent modifications to the building without the prior approval of City. Kayenta Technologies may not expand this right to sell space to other companies to install antennas.
2) **ACCESS TO PREMISES**: Kayenta Technologies and its employees, servants and agents, shall have the right, at all reasonable times, to enter and leave the Site for the purposes of installation, inspection, maintenance or modifications of the equipment and systems.
3) **EQUIPMENT LOCATION**: Kayenta Technologies shall locate its wireless access point and related hardware on Property.
    a) The City shall notify Kayenta Technologies before it permits the installation of any equipment or

systems on Property that could potentially interfere with the operation of the Kayenta Technologies' equipment or systems. If there is a conflict, the City will recognize the priority rights of Kayenta Technologies, if there are not reasonable solutions that can be employed to mitigate any interference such that the service is not interrupted.

b) City shall not move Kayenta Technologies' equipment or place obstructions near equipment that would prohibit or degrade operation of the equipment.

c) City may request equipment to be moved to a different location on Property. The new location must appropriately accommodate the equipment and allow for equivalent wireless coverage. Kayenta Technologies shall complete the movement of equipment within ninety (90) days of written request.

d) Equipment shall be installed and painted in a manner that it is not a visual nuisance to any resident or observer from a public street or street owned by the home owners association.

e) Kayenta Technologies shall install the equipment with hand tools only. Trenching shall be shallow, no deeper than 18 inches, and shall avoid vegetation wherever possible.

f) Any towers installed by Kayenta Technologies shall be no taller than three (3) feet above the natural vegetation canopy. The bottom of the antenna shall not be taller than one (1) foot above the vegetation canopy.

g) The City is not responsible for the power supply of the equipment, but if the City adds its own antennas, Kayenta Technologies shall provide the power supply if there is adequate spare capacity in the existing service. If there is not adequate spare capacity, the City shall have the right to upgrade or upsize the supply at its own cost.

h) If other third parties are allowed to use the property for commercial uses, the City will assume ownership of the power supply and charge a reasonable fee to all users of it.

4) **FEES**: As consideration for the opportunity to provide wireless Internet access from Property, Kayenta Technologies covenants and agrees to provide High Speed Internet Access at five (5) requested locations at no cost to the City:

a) The Internet access at each location shall be a service plan of at least 20Mbps of upload speed. In the case where the maximum available speed is less than 20Mbps at the service location, then provisioned speed shall be the highest speed available.

b) Upon City's request to install service, Kayenta Technologies shall, within thirty (30) days, perform a site survey to determine the service location's eligibility. If the site survey determines the location is not serviceable, Kayenta Technologies shall provide a description of the link path and an explanation as to why the location cannot be serviced. If the location is serviceable, Kayenta Technologies shall install

High Speed Internet Access at the location within ninety (90) days**.**

5) **ASSIGNMENT:** Kayenta Technologies shall not assign, transfer, mortgage or pledge its rights in this Agreement, nor grant any concession hereunder, in part, without the prior written consent of City. Kayenta Technologies reserves the right to transfer its rights in this agreement, with City's consent.

6) **COMPLIANCE WITH LAWS:** Kayenta Technologies covenants that it will use Property in accordance with all applicable federal, state and local laws and ordinances.

7) **CANCELLATION AND TERMINATION:** In the event of default or non-compliance hereunder which is not corrected within ninety (90) days of written notice to either party, either party may terminate this Agreement.

8) **TAXES. LICENSES. DEBTS:** Kayenta Technologies covenants and agrees to pay promptly all valid taxes, excises, license fees, permit fees, bills, debts, and obligations incurred by it in connection with its operations on the above mentioned property, and not permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against City or improvements made thereon which will in any way be an impairment to the rights of City under this Agreement.

9) **TERM:** The term of this Agreement shall commence on the Effective Date and remain in effect for five (5) years, unless sooner canceled or terminated as hereinafter provided. At the end of the initial term of the Agreement, it will automatically renew for successive five-year periods.

10) **INDEMNIFICATION OF CITY AGAINST CLAIMS OF PERSONAL INJURY OR PROPERTY DAMAGE:** Kayenta Technologies shall defend, indemnify, and hold City harmless from and against any claim, loss, expense or damage to any person or property in or upon Property or any area allocated to or used exclusively by Kayenta Technologies or its agents, employees, or invitees arising out of Kayenta Technologies use or occupancy of said premises, or any act or neglect of Kayenta Technologies or Kayenta Technologies' servants, employees or agents, or any change, alteration or improvement made by Kayenta Technologies on Property.

11) **SECURITY**: City shall not be responsible for any theft or vandalism or damage to any equipment or other items of Kayenta Technologies' on Property.

12) **WAIVERS**: No waiver or default by City of any of the terms, covenants or conditions hereof to be performed, kept and observed by Kayenta Technologies shall be construed as, or operate as, a waiver by City of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by Kayenta Technologies.

13) **NOTICES**: Any notices required or given hereunder shall be given by first class mail to the respective agents addressed below, or other such addresses as may be specified in writing from time to time:

City	**Kayenta Technologies**
Dale Coulam	Blake Dixon
85 N Main St	382 S Bluff St STE 175
Ivins, UT 84738	St. George, UT 84770

14) **CONDEMNATION**: If any legally, constituted authority condemns Property, modifies or enforces zoning provisions or such part thereof which shall make the Leased Premises unsuitable for leasing, this Agreement shall cease when the public authority takes possession, or makes enforcement known and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

15) **OTHER AGREEMENTS:**

A.) Declaration of Governing Law: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

B.) Plural. Singular. Gender to be Read in Context: Any word contained in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

D.) Binding Effect of Parties, Representatives, Successors, and Assigns: The provisions of this Agreement shall be binding on and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

E.) Parties Have Relationship of Landlord and Tenant - Not Principal-Agent, Partners or Joint Ventures: Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture of any association whatsoever between City and Kayenta Technologies, it being expressly understood and agreed that neither the computation of any rent nor any other provisions contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between City and Kayenta Technologies other than the relationship of landlord and tenant.

F.) Captions for Convenience- Not Part of Agreement - Not to Limit or Amplify Agreement: The captions of this Agreement are for convenience only, are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions hereof.

H.) Prior Representations Incorporated Into Agreement - No Representations, Warranties, or Promises bv Landlord. Agents or Representatives: All negotiations, considerations, representations, and

understandings between the parties are incorporated in this Agreement and Kayenta Technologies acknowledges that City, its agents and representatives, have made no representations, warranties, or promises with respect to the building, or surrounding land, except as may be expressly set forth herein.

I.) Entire Agreement - Modification in Writing. Signed and Delivered by Both Parties: This Agreement contains all of the agreements and representations between the parties. None of the terms of this Agreement shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

J.) Severability of Invalid or Unenforceable Clause - Remainder of Agreement Enforceable Clause Applicable to Other Persons and Circumstances: If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phase, provision or portion hereof to other persons or circumstances.

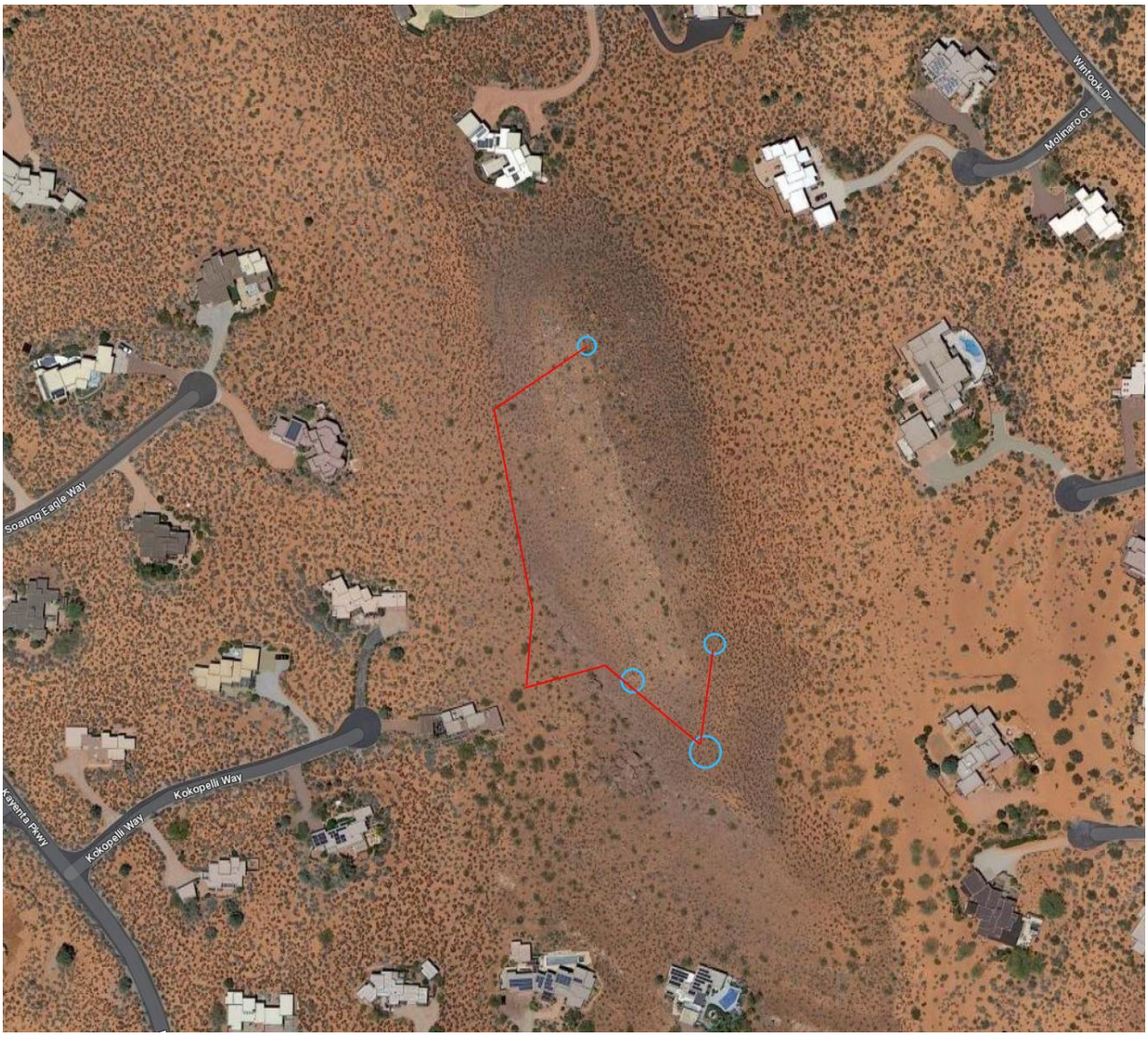
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written. By signing this document, you affirm that you have the full rights and authority to execute this agreement.

CITY: KAYENTA TECHNOLOGIES:

_____ _____

Date: _____ Date: _____

Exhibit A: Map Location of Proposed Equipment



Red lines represent areas where trenching in necessary to connect equipment (hand tools only).

Blue circles represent areas where equipment will be located.