

3. Lakeland Internet may install antennas and equipment and a tower (no greater than one hundred thirty (130) feet tall from ground level located on the Property). The tower and improvements located thereon shall be solely for the benefit of the lots included in the Pine Canyon Lake Association. Lakeland Internet shall bear the risk of loss of any of its equipment. Lakeland Internet, at its cost, shall be solely responsible to maintain the tower and related improvements located on the Property in a commercially reasonable fashion. If PCLA determines that maintenance of the tower should be done, then Lakeland Internet will do everything requested to accommodate said maintenance including temporary rearrangement of antennas and equipment. In the event any antennas or equipment installed by Lakeland Internet becomes inoperable or are not used for a period of greater than sixty (60) days, then Lakeland Internet will remove the same within thirty (30) days from the date the antennas or equipment become inoperable, restoring the Property to the same condition as it existed prior to the tower and related improvements being installed.
4. Lakeland Internet shall incur the cost of civil work, tower construction, installation of wireless equipment and electric costs at tower location. Lakeland Internet shall install a security fence to restrict access
5. Access to site shall be through lot #29 with a separate agreement between lot owners and Lakeland Internet.
6. PCLA has the right to superintend the installation and maintenance of said antennas and equipment. Lakeland Internet has permission from PCLA to access the tower for any purpose including, but not limited to, the maintenance, installation and removal of said antennas and equipment.
7. Lakeland Internet shall maintain an insurance policy for its activities under this agreement, providing insurance coverage sufficient to cover any property damage or personal injuries arising from or related to the tower and related improvements. Minimum liability limits on their policy shall be \$2,000,000.00 Occurrence/
\$4,000,000.00 Aggregate.
8. Lakeland Internet shall indemnify, hold harmless, and defend PCLA for and against any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments, and expense (including court costs, attorney's fees, and cost of investigation) resulting from injuries to or death of any person or any damage to property or loss of revenues caused by or in any way connected with the equipment placed by or activities performed by Lakeland Internet pursuant to this agreement.
9. No sublease, assignment or use by others is allowed without permission of PCLA at their sole discretion.
10. In the event of the sale, transfer, or assignment of PCLA' interest in the property during the term of this agreement, PCLA' successor shall be bound by the terms of this agreement and the agreement shall be amended to include the name of the new property owner.

11. In the event this agreement is determined to be unreasonable, unenforceable or illegal, or in the event an act of God makes performance of this agreement by either PCLA or Lakeland Internet unreasonable or impossible, then, and in those events, the agreement shall be considered terminated without recourse by either party.
12. Those owning or residing in lots within the Pine Canyon Lake Plat shall receive a discounted install price of \$75 and shall be guaranteed a rate for services currently in effect for a period of at least ten (10) years from the date of this agreement.

Dated: 7/1/2021
By: Michael J. Carnes

PCLA
Association Signor

P.O. Box 561

Angola, IN 46703

Michael J. Carnes
President, PCLA
BOARD of Directors

PCLA
- Board approved
6/21/21
mjc

Dated: _____

By: _____

Mark Byler
General Manager

Lakeland Internet, LLC
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Suite 205
Angola IN 46703