Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

November 10, 2014

Tony Tomasello, City Manager
City of Gaithersburg
31 South Summit Avenue
Gaithersburg, MD 20877-2098

RE: Application for Right-of-Way Use Agreement between Crown Castle NG Atlantic, LLC and the City of Gaithersburg

Dear Mr. Tomasello:

Please accept this letter as the formal request of Crown Castle NG Atlantic LLC ("Crown"), for a license agreement or other appropriate form of authorization from the City of Gaithersburg (the "City") to conduct business as a regulated telecommunications public utility company operating with infrastructure located in the City's public rights-of-ways.

A. ***Agreement Form and Purpose***

Crown requests a non-exclusive license agreement, franchise, or other appropriate form of authorization from the City of Gaithersburg in order to install, operate, and maintain fiber optic cable and associated equipment, including optical repeaters, equipment cabinets and antennas along with associated equipment and cabling (each equipment location is referred to by the industry as a "node"), on, over and under the public way in the City in connection with the provision of telecommunications provided by Crown as a "carrier's carrier" for its wireless carrier customers. In order to expedite its application and processing, Crown proposes to enter into an agreement with the City substantially in the form attached hereto.

CROWN CASTLE

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

B. *Information about Crown*

Information about Crown and its technology and services is contained in a separate document entitled "A Local Official's Guide" enclosed with this letter. Additional information can be supplied to the City upon request. Please also visit our website at www.crowncastle.com.

C. *Crown's Business Model*

Crown is a facilities-based provider of neutral-host, fiber-based RF transport services. Crown Castle is *not* a wireless service provider, rather a transport services company, *i.e.* a "carrier's carrier". Crown's services extend any wireless carrier's RF signal in areas challenged with coverage or capacity issues, without the need for new cell towers. Crown's infrastructure allows our carrier customers to deploy cutting edge 4G, LTE and Broadband services in your community.

D. *Regulatory Status*

Crown has been granted authority as of May 26, 2004 by the State of Maryland Public Service Commission in order to offer its telephone services to its CMRS customers in the State. A copy of the Public Service Commission approval is enclosed with this letter.

E. *Proposed Location and Number of Attachments*

Crown proposes that its right-of-way use agreement authorize the installation and operation of its equipment and network in, under, and over the public ways of the City on standard-design prefabricated steel poles, wooden distribution poles, streetlight poles, newly installed poles and other available structures throughout the City. Crown does not have a specific design as of this date, but is actively planning expansion projects within the Gaithersburg area in the very near term (by end of this year).

F. *Use of Poles and Streets; Trenching*

Crown's model is, wherever possible, to use existing infrastructure. Crown prefers to attach to third-party utility infrastructure that is owned either by telephone and/or electric companies. However, Crown may install new utility poles in the public right-of-way, where necessary and on an

The Foundation for a Wireless World.

CrownCastle.com

CROWN CASTLE

Crown Castle
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equal basis with other certificated utility companies regulated by the State of Maryland Public Service Commission. Notwithstanding, installation of new poles is not Crown's preference, and we are sensitive to the communities' concerns about minimizing new utility infrastructure in the public ways where none previously existed. Therefore, Crown respectfully requests the City's consideration to avail certain City-owned utility poles, streetlight poles, traffic light poles and/or highway sign supports (collectively "poles") for the placement of telecommunications equipment (including associated cables, brackets and antennas) in accordance with any terms, conditions, and authorized purposes set forth in the proposed right-of-way use agreement. We are interested in working through the details on a framework level so that we can know if the City's infrastructure can be included in any project that may be contemplated in the future. Additionally, the entire system will be connected with fiber-optic cables, and to the greatest extent possible, Crown will utilize the existing utility rights-of-way. Crown will use every effort to minimize trenching and boring in the streets of the City.

G. ***Technical Specifications and Drawings***

Crown will agree to observe all terms, conditions, limitations and design specifications set forth in the right-of-way use agreement in its installation, deployment and operation of the Crown fiber-fed optical repeater network in the City. Specifications and technical drawings of representative types of equipment can be supplied upon request by the City.

Thank you for your consideration and attention to this request. It may be helpful to schedule an in-person meeting to review this request and further discuss any questions the City may have. I look forward to working with you and the City on an agreement and future permitting of Crown networks.

The Foundation for a Wireless World.

CrownCastle.com

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

Regards,

Rebecca Hunter
Government Relations Manager
Crown Castle NG Atlantic, LLC
3309 23rd Road North
Arlington, Virginia 22201
(425) 591-9356 mobile

List of attachments:

1. Maryland Public Service Commission approval
2. Local Official's Guide - Maryland
3. Draft Right-of-Way Use Agreement

The Foundation for a Wireless World.

CrownCastle.com

CHUBB

Liability Insurance

Endorsement

Policy Period	APRIL 1, 2015 TO APRIL 1, 2016
Effective Date	APRIL 1, 2015
Policy Number	7021-02-28 PIT
Insured	CROWN CASTLE INTERNATIONAL CORPORATION
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	MAY 6, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

MD GUIDE
July, 2014
Version No. 1.0

A Local Official's Guide:

RESPONDING TO A TELECOMMUNICATIONS APPLICATION FROM CROWN CASTLE NG ATLANTIC LLC ("Crown Castle")

Maryland

Crown Castle has submitted to you an application under the federal Communications Act for access to the public rights of way to construct facilities necessary to provide telecommunications services. In order to assist you in analyzing and responding to Crown Castle's application, Crown Castle sets forth below answers to common questions raised by local officials upon receipt of such an application.

Q. Who is Crown Castle?

A. Crown Castle is a next-generation communications company that provides managed RF transport and backhaul services to wireless communications service providers, including mobile network operators and public wLAN service providers. Crown Castle's innovative and cost-effective RF-over-Fiber ("RFoF") transport solution enables wireless service providers to expand their coverage and/or capacity throughout metropolitan regions and in dense urban and isolated suburban areas. Crown Castle is a nationwide company that operates regional subsidiaries throughout the United States. More information is available at www.crowncastle.com

Q. What kind of service does Crown Castle provide?

A. Crown Castle provides Telecommunications Services. Specifically, it carries voice and data traffic handed off to it by wireless providers (such as cellular and PCS). It carries that traffic via its fiber optic lines from antennas located on utility and/or street light poles to a central switching-like location, and from there, either back to another antenna or out to the public switched telephone network or Internet.

Q. What is Crown Castle asking of the Municipality?

A. Crown Castle is applying for the right to construct, operate, manage, and maintain a telecommunications network in the public ways of the municipality in compliance with the municipality's ordinances and permitting requirements in order to serve its wireless customers and to improve wireless coverage

and capacity in the Municipality. To that end Crown Castle has submitted a proposed form of right of way use agreement ("RUA") that asks for the following:

- the right to enter into the public way to provide telecommunications services;
- the right to utilize Municipally-owned streetlight poles and traffic signal poles for an agreed annual fee for the collocation of Crown Castle's facilities;
- the right to utilize third-party-owned property (utility poles) in the public way for deployment of Crown Castle's network;
- the right to utilize any available Municipally-owned fiber for an agreed annual fee for the collocation of Crown Castle's facilities; and
- the right to utilize any available Municipally-owned conduit for an agreed annual fee for the collocation of Crown Castle's facilities;

Q. How long do I have to respond to Crown Castle's application?

A. Under federal law, local authorities must act on Crown Castle's application, in writing, expeditiously. Unreasonable delay or a failure to act expeditiously has been held to constitute an unlawful barrier to entry under federal law.

Q. What information can I require from Crown Castle?

A. Local authorities may only request information directly related to Crown Castle's physical construction in and occupation of the public rights of way. Local authorities are prohibited from inquiring into the "legal, technical, or financial" qualifications of Crown Castle or other matters unnecessary for the local authority's ability to oversee Crown Castle's construction and manage the public rights of way.

Q. Am I permitted to impose restrictions on Crown Castle's use of the public rights of way?

A. Local authorities are permitted only to "manage" Crown Castle's construction and physical occupation of the public rights of way. This has been held to include matters such as requiring insurance or bonds and imposing standard construction permitting and safety regulations. This authority has also been described as extending to the "time and manner" of construction.

Q. Can the Municipality regulate Crown Castle's activities as a telecommunications provider in the public rights-of-way?

A. No. Section 253 of the Communications Act and Maryland law prohibit local authorities from regulating the provision of telecommunications services.

Q. Am I required to treat Crown Castle in the same way as the Municipality treats the incumbent local telephone company?

A. Yes. Local authorities must treat competitive providers, like Crown Castle, in a competitively neutral and non-discriminatory manner. As a result, local authorities cannot impose on Crown Castle requirements or fees that are not imposed on the incumbent Bell Company, Verizon.

Q. Who will own the equipment utilized in Crown Castle's network and what impact does that have on Crown Castle's rights?

A. Crown Castle will own the fiber by means of which it provides RF Transport Services in all cases. The optical repeaters and antennae may be owned by either Crown Castle or its carrier customers; however, in all cases the optical repeaters and antennae will incorporated into the Crown Castle network, even if title remains with the customer. Under Maryland law, a telephone company is defined and interpreted expansively to include operators who both own and lease property to provide telecommunications service. Because under its tariff and agreements, Crown Castle will use and operate property and incorporate such property into its network, including the optical repeaters and antennae, those facilities are part of Crown Castle's network and accorded the same rights as the rest of Crown Castle's network facilities.

This is a new model that Crown Castle is pioneering and with which the Municipality may not be familiar. Thus, although title to certain equipment may remain with Crown Castle's customer in a particular installation, that equipment will nonetheless constitute a part of Crown Castle's network and may also remain part of the customer's larger wireless network in an "overlapping circles" architecture. In all cases, permit applications will be submitted either solely by Crown Castle or jointly with its customer, and Crown Castle will be responsible to the Municipality under the applicable permit in all cases.

Q. What are the consequences if the Municipality fails to respond to Crown Castle's application or restricts its right to provide its services?

A. Local authorities are required to act on Crown Castle's request within a reasonable time. The FCC has determined that a presumptively reasonable time for applications to attach to an existing facility is 90 days and for applications to install a new facility is 150 days.

Q. Has Crown Castle been certified by the State to provide telecommunications services?

A. Yes. Crown Castle has received a Certificate of Public Convenience and Necessity from the Maryland Public Service Commission.

Q. Is Crown Castle a wireless provider?

A. No. Crown Castle is not licensed to provide wireless services and does not control any wireless spectrum. Crown Castle is a "carrier's carrier" whose customers are wireless providers.

Q. What facilities does Crown Castle need to install to provide service in our community?

A. Crown Castle provides its service with a combination of fiber optic lines connected to small wireless antennas, optical repeaters, and associated equipment. Thus, it must generally install a certain amount of fiber optic cable, either underground or on existing utility poles. In addition, it must install small wireless antennas and associated equipment on utility poles and/or streetlight poles, typically located in the public rights of way. When possible and appropriate, Crown Castle may lease capacity on existing fiber optic facilities owned by the Municipality or other providers, thus diminishing the physical impact of Crown Castle's installation.

Q. Will Crown Castle use existing utility poles?

A. Crown Castle will generally seek to collocate its facilities on existing utility or streetlight poles, typically located in the public rights of way. To the extent that it will be using privately owned utility poles, Crown Castle has entered into (or is in the process of entering into) any necessary pole attachment agreement. The federal Pole Attachment Act governs the rates, terms, and conditions that private utility pole owners may impose on Crown Castle's access to such poles.

Q. Will Crown Castle need to install any new poles of its own?

A. Generally, no; however, if there is no available infrastructure, or if the Municipality does not wish to allow Crown Castle to attach to its streetlight or traffic poles, Crown Castle may need to install its own utility poles. In such cases, Crown Castle will comply with all lawful local regulations governing such installations.

Q. What are the benefits from Crown Castle's entry into our community?

A. First, Crown Castle's service allows the wireless carriers to expand the coverage and capacity of wireless services, with less intrusive facilities. Traditional wireless technologies have suffered from "dead spots" and bandwidth capacity limitations. Crown Castle's combination of fiber optics and lower antennas helps wireless providers eliminate dead spots and increase bandwidth needed for emerging and future services.

Second, Crown Castle introduces competition that will help provide more service choices and more competitive prices for consumers.

Q. What are Crown Castle's rights under Federal law?

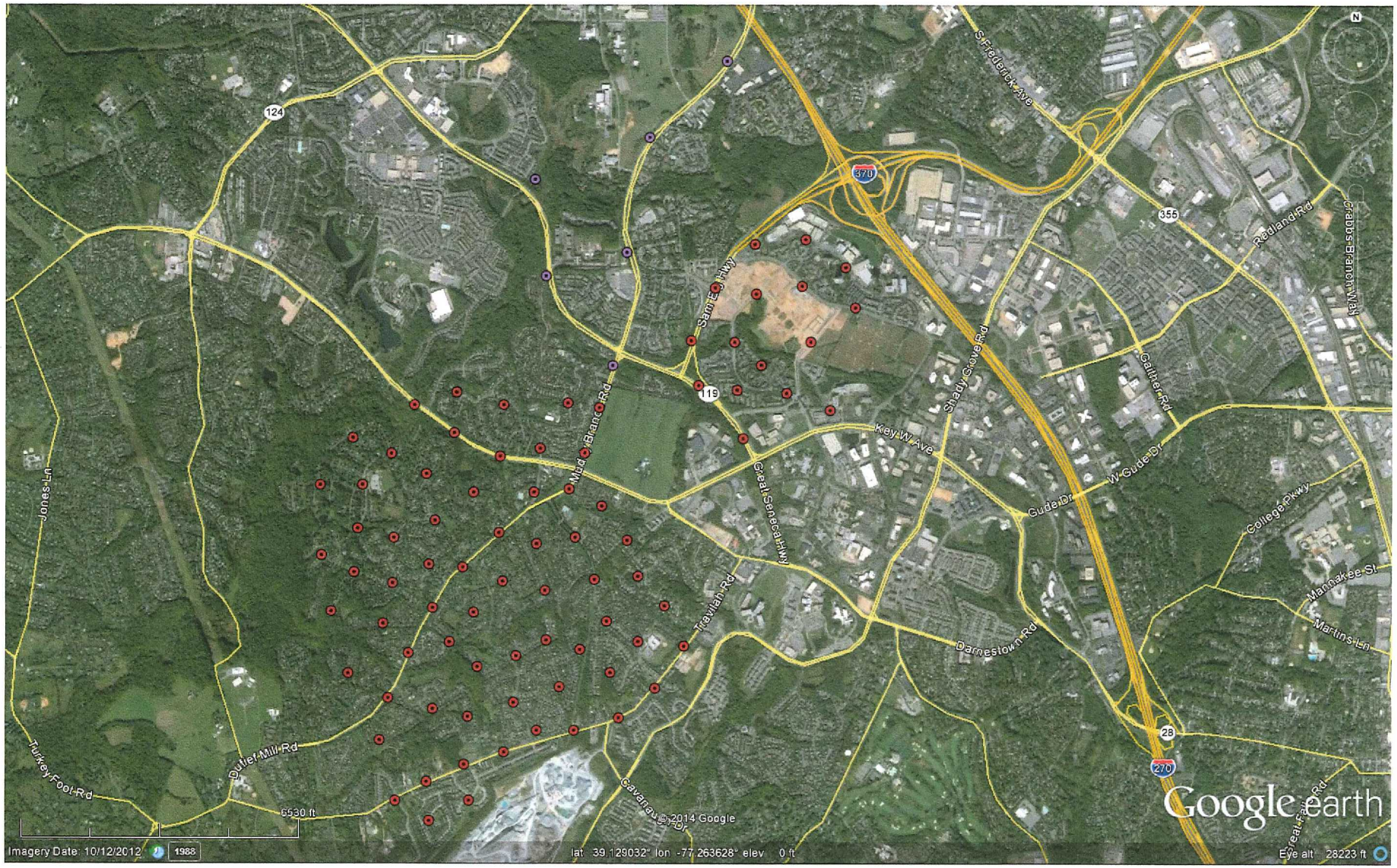
A. Section 253 of the Communications Act grants Crown Castle the right to provide telecommunications services and prohibits municipalities from imposing requirements that prevent Crown Castle from providing telecommunications services or that "have the effect of prohibiting" Crown Castle from providing telecommunications services. Court decisions applying Section 253 have held that any municipal requirement that "materially inhibits" Crown Castle's ability to compete is preempted. This includes imposing on Crown Castle requirements such as fees or franchises that are not imposed on the incumbent telephone company. Ultimately, municipalities may not exercise discretion over whether Crown Castle can access the public rights of way and provide service.

Section 253 reserves for municipalities only the authority to "manage" Crown Castle's physical occupation of the public rights of way (i.e., construction permitting and safety issues). Crown Castle complies with all applicable and lawful local permitting requirements concerning construction in the public rights of way.

Q. Are harmful radio frequency emissions an issue with the equipment related to Crown Castle's service?

A. No. The wireless antennas associated with Crown Castle's service produce RF radiation at levels well below the FCC's permitted maximums for general-population, uncontrolled exposures, which are themselves

conservatively low. Indeed, the facilities associated with Crown Castle's services are "categorically excluded" from the FCC's requirement for routine environmental compliance testing for RF exposure.


124
370
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270
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Redland Rd
Crabbs Branch Way
Sam Eig Hwy
Mid-County Rd
Great Seneca Hwy
Key W Ave
Shady Grove Rd
Gaither Rd
W Gude Dr
Gude Dr
College Pkwy
Mannakee St
Martins Ln
Darnestown Rd
Travilah Rd
Jones Ln
Turkey Foot Rd
Duffer Mill Rd
Cavanaugh Dr
Great Falls Rd
6530 ft
Google earth
Imagery Date: 10/12/2012
1988
lat 39.129032° lon -77.263628° elev 0 ft
Eye alt 28223 ft

CROWN CASTLE

Crown Castle NG East **Site # MB-01**

Int Lakelands Drive & Great Seneca Hwy
Gaithersburg, MD

3/27/14

Applied Imagination 510 914-0500

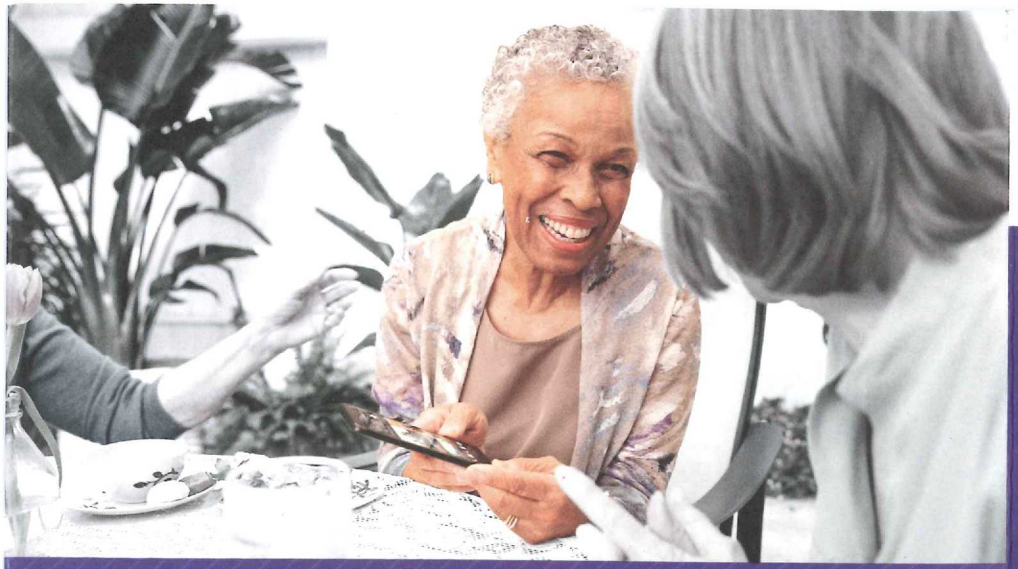
CROWN CASTLE

Crown Castle NG East **Site # N-3**

14901 Montevideo Road
Poolsville, MD

3/27/14

Applied Imagination 510 914-0500



EVERYONE BENEFITS FROM RELIABLE WIRELESS INFRASTRUCTURE

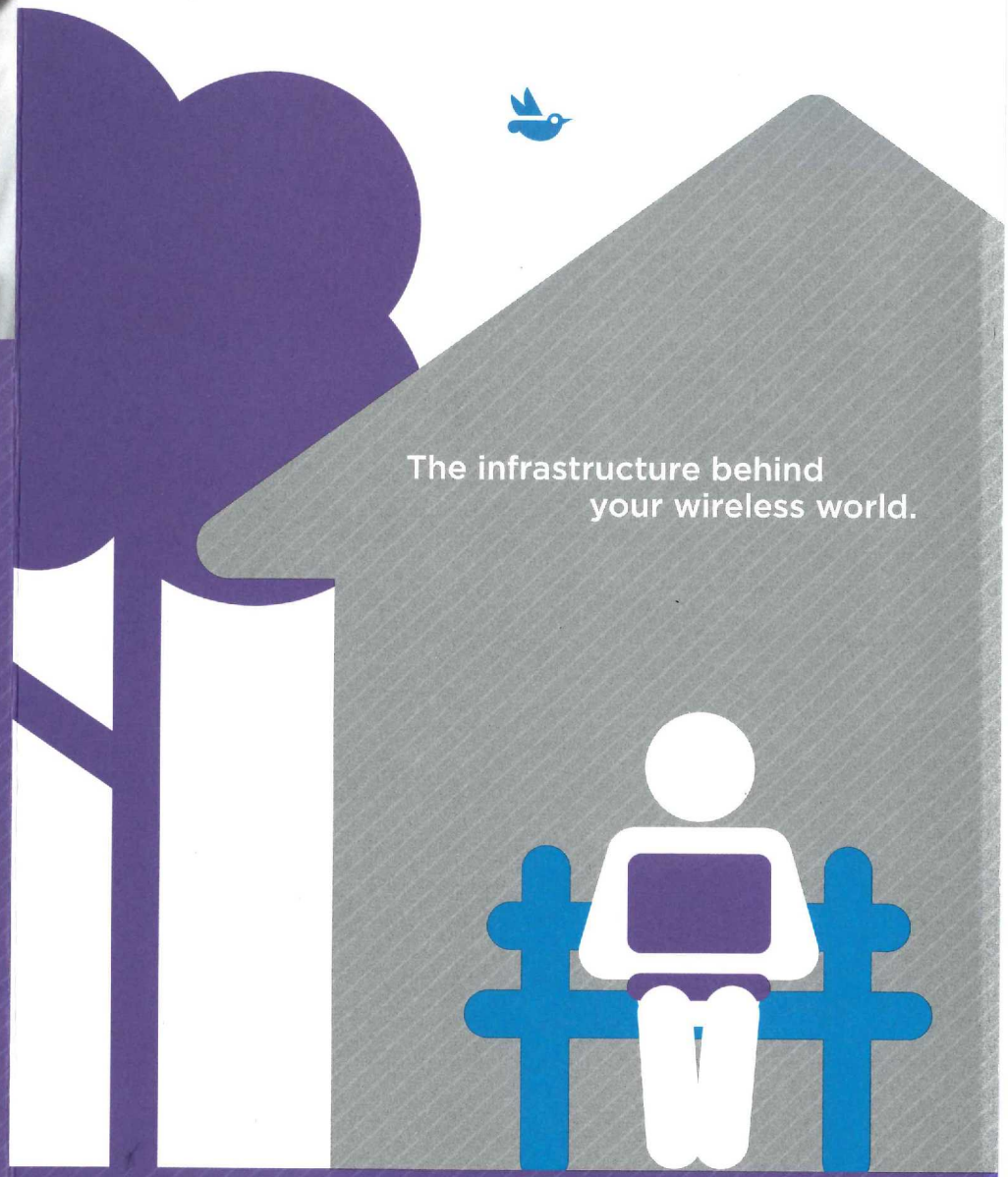
- **Convenience:** More reliable broadband coverage throughout the community
- **Safety:** Access to 911 services and better connected first responders
- **Business friendly:** Attract businesses and customers

ABOUT CROWN CASTLE

Crown Castle provides wireless carriers with the infrastructure they need to keep people connected and businesses running. With approximately 40,000 towers and 13,000 small cell nodes supported by approximately 6,000 miles of fiber, Crown Castle is the nation's largest provider of shared wireless infrastructure, with a significant presence in the top 100 US markets. In addition, Crown Castle operates approximately 1,800 towers in Australia.

1220 AUGUSTA DR, SUITE 600, HOUSTON, TX 77057 | WWW.CROWNCASTLE.COM

CROWN CASTLE



CROWN CASTLE

THE RIGHT INFRASTRUCTURE FOR YOUR COMMUNITY.

Your community wants to stay connected. And to do that, we need to find the right infrastructure that will allow the expansion of networks in a way that improves your coverage. Our engineers consider several important factors, including your location, current usage, possible physical obstructions, existing nearby wireless infrastructure, and local zoning laws.

You've no doubt seen cell towers before—on the side of the road or somewhere near your neighborhood. If you live in an urban area, look up at the tops and sides of buildings. You may see antennas attached to rooftops. Whether the antennas are attached to a building or a tower, it's called a cell site. These types of cell sites all serve the same basic function. They provide voice and data coverage over a relatively large geographic area.

INCREASING CAPACITY.

But cell sites have capacity limits. Like cars on a highway, when we were using cell phones only for calls, traffic was light, and all the cars were compact cars. Today, the increased use of apps and data means it's rush hour all day long—and everyone is driving a semi truck. The infrastructure that once served your community so well, now easily gets congested.

So, how do carriers expand a network that's at or near capacity? In some cases the cell site can be upgraded to handle more data. But you can only upgrade so far. The answer may be a small cell solution (SCS). An SCS uses a series of small, low-powered nodes that are placed on utility poles and streetlights in existing rights of way. These nodes are interconnected to the public network through fiber optic cables.

ARE SMALL CELLS THE ANSWER?

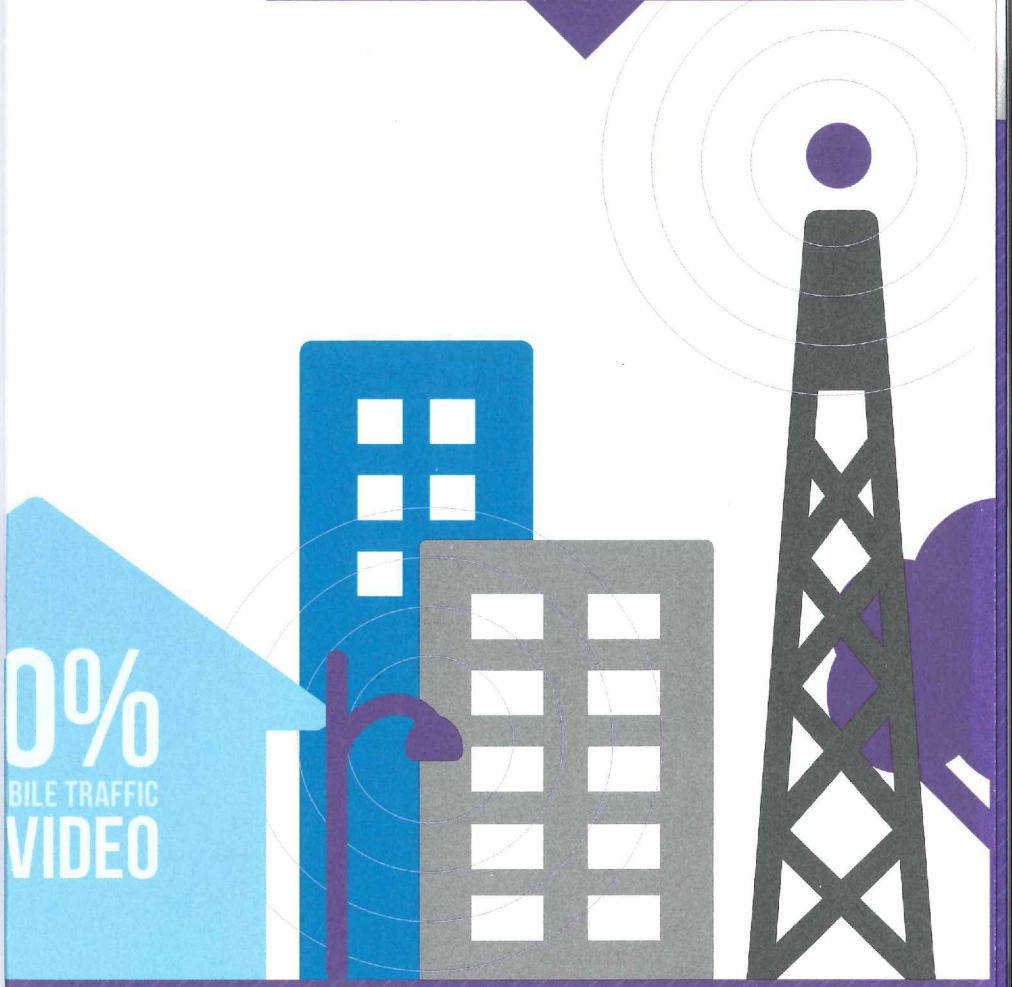
Every type of wireless infrastructure has its benefits and none can completely replace another. Your community likely needs a combination of both small cells and macrocells (towers and rooftops). Because small cells use less power and more nodes can be placed closer together, they are often a good solution to relieve congestion issues. But it's important to note that a small cell solution is usually installed as a complement to existing infrastructure—not a replacement.

In just a few short years, cell phones have gone from a novelty to a must-have. Today, it's hard to find anyone who doesn't have one. And we use them to send texts, get directions, watch video, stream audio and, yes, even make phone calls.

To maintain reliable service in the face of this changing landscape will require an expansion of the infrastructure that enables your wireless world. But which infrastructure is right for your community?

LEARN MORE ABOUT WIRELESS NETWORKS AT:

wirelessformycommunity.crowncastle.com



Statistical Sources: CTIA, Federal Communications Commission, Nielson Cross-Platform Report, June 2013

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To: City Manager – City of Gaithersburg, MD

From: Mary Cox, Contract Coordinator

Date: May 22, 2015

Re: Contract ID#862402– System BU#901142
Right-of-Way Use Agreement dated 5/6/15

Enclosed please find the documents requested in Section 7.1 (Filing of Certificates and Endorsements) of the above-referenced project.

If you have any questions, please do not hesitate to contact me.

Best Regards,

Mary B. Cox

Mary B. Cox
Mary.Cox@CrownCastle.com
Contract Coordinator
2000 Corporate Drive
Canonsburg, PA 15317
724-416-2084

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies)must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Willis of Pennsylvania, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S)AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281-005
INSURER B: North American Elite Insurance Company	29700-001
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

CROWN CASTLE INTERNATIONAL CORP.
See Attached Named Insured List
1220 Augusta Dr. Suite 500
Houston, TX 77057

COVERAGES **CERTIFICATE NUMBER:** 23097452 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	7021-02-28	4/1/2015	4/1/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	7021-02-29	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY(Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	UMB 2000165-01	4/1/2015	4/1/2016	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 25,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	7171-06-98	4/1/2015	4/1/2016	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additonal Remarks Schedule, may be attached if more space is required)

RE: Right-of-Way Use Agreement - Project Id: 46943606 - Contract Id: 862402

See Attached:

CERTIFICATE HOLDER

City of Gaithersburg
Attn: City Manager
31 South Summit Avenue
Gaithersburg, MD 20877

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 713115

LOC#: _____

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of Pennsylvania, Inc.		CROWN CASTLE INTERNATIONAL CORP. See Attached Named Insured List 1220 Augusta Dr. Suite 500 Houston, TX 77057
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder is included as an Additional Insured under the General, Automobile and Umbrella Liability policies as their interest may appear and as required by written agreement and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured.

General, Automobile, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Certificate Holder when required by written contract but always subject to the policy terms, conditions and exclusions as permitted by law.

General Liability and Automobile Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds, as required by written contract.

Named Insured: Crown Castle NG Atlantic LLC.

Additional Insureds: City of Gaithersburg, its elected officials, officers, and employees.

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Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name	12/15/2014 edition

24/7 Chesapeake Holdings, LLC (eff 10/31/2014)
24/7 Mid-Atlantic Network of Virginia, LLC (eff 10/31/2014)
24/7 Mid-Atlantic Network, LLC (eff 10/31/2014)
AirComm of Avon, L.L.C.
AJNA Group, LLC eff 12/15/14
Alpha Centauri Group, LLC eff 12/15/14
AMO River Enterprises, LLC eff 12/15/14
Arcturus Land Enterprises, LLC eff 12/15/14
Atlantic Coast Communications LLC
Big Top Ventures, LLC eff 12/15/14
Brick House Realty, LLC eff 12/15/14
Bronze Property Ventures, LLC eff 12/15/14
CA - CLEC LLC
CC Castle International LLC
CC Finance LLC
CC Holdings GS V LLC
CC Site Acquisitions II LLC
CC TM PA LLC (eff 10/31/2012)
CC Towers Guarantor LLC
CC Towers Holding LLC
CCATT Holdings LLC
CCATT LLC
CCATT PR LLC
CCGS Holdings Corp.
CCPE Acquisitions LLC
CCPR VI LLC
CCS & E LLC Feb. 10, 2014
CCT2 Holdings LLC June 27, 2014
CCTM Holdings LLC (eff 10/31/2012)
CCTM1 LLC (eff 11/30/12)
CCTM2 LLC (effective 11/30/12)
CCTMO LLC (eff 10/31/2012)
CCTTA Pty Limited (eff 8/13/08)
Chesapeake Fiber, LLC (eff 10/31/2014)
Chimera Holdings, LLC eff 12/15/14
Coastal Antennas LLC
Comsite Venture, Inc.
Coverage Plus Antenna Systems LLC
CPS Holdco, LLC eff 12/15/14
Crown Atlantic Company LLC
Crown Castle Administration Pty Ltd
Crown Castle AS LLC (eff 4/29/11)
Crown Castle Atlantic LLC
Crown Castle Augusta LLC
Crown Castle Australia Holdings Pty Ltd
Crown Castle Australia Pty Ltd
Crown Castle BP ATT LLC
Crown Castle CA Corp.
Crown Castle GS III Corp.
Crown Castle GT Company LLC
Crown Castle GT Corp.
Crown Castle GT Holding Sub LLC
Crown Castle International Corp.
Crown Castle International Corp. de Puerto Rico
Crown Castle International LLC
Crown Castle Investment Corp
Crown Castle Investment II Corp
Crown Castle MM Holding Corp.
Crown Castle MM Holding LLC
Crown Castle MU LLC
Crown Castle MUPA LLC
Crown Castle NG Atlantic LLC. (eff 5/4/12) fka NextG Networks Atlantic Inc.
Crown Castle NG Central LLC (eff 5/3/12) fka NextG Networks of Illinois Inc
Crown Castle NG East LLC (eff 5/3/12) fka NextG Networks of NY Inc
Crown Castle NG Networks Inc. (eff 5/3/12) fka NextG Networks Inc
Crown Castle NG West LLC (eff 5/3/12) fka NextG Networks of California Inc
Crown Castle Operating Company
Crown Castle Operating LLC
Crown Castle Orlando Corp.
Crown Castle PR LLC
Crown Castle PR Solutions LLC (eff 9/10/13)
Crown Castle PT Inc.
Crown Castle Puerto Rico Corp.
Crown Castle REIT Inc. May 27, 2014
Crown Castle Services LLC (eff 6/24/2011)
Crown Castle Services Pty Ltd. July 8, 2014
Crown Castle Solutions Corp.
Crown Castle South LLC
Crown Castle TLA LLC
Crown Castle Towers 05 LLC
Crown Castle Towers 06-2 LLC
Crown Castle Towers 09 LLC
Crown Castle Towers LLC
Crown Castle Towers Pty Ltd June 6, 2014
Crown Castle USA Inc.
Crown Communication LLC
Crown Communication LLC (formerly Crown Communication Inc. eff 1/1/11)
Crown Communication New York, Inc.
Crown Mobile Systems, Inc
Crystal Properties, LLC eff 12/15/14
Cyan Properties, LLC eff 12/15/14
DC - CLEC LLC
DEF Holdings, LLC eff 12/15/14
Deke Land Enterprises, LLC eff 12/15/14
Delta Real Estate Enterprises, LLC eff 12/15/14
Diamond Five, LLC eff 12/15/14

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name	12/15/2014 edition

Divame Pty Limited (effective 10/26/12)
Dumas Group, LLC eff 12/15/14
Gamma Ventures, LLC eff 12/15/14
Gemion, LLC eff 12/15/14
Global Signal Acquisitions II LLC
Global Signal Acquisitions III LLC
Global Signal Acquisitions IV LLC
Global Signal Acquisitions LLC
Global Signal GP LLC
Global Signal Holdings III LLC
Global Signal Holdings IV LLC
Global Signal Operating Partnership, L.P.
Global Signal Services LLC
GoldenState Towers, LLC
GS Savings Inc.
GSPN Intangibles LLC
Haiku Group, LLC eff 12/15/14
HHO Realty Ventures, LLC eff 12/15/14
High Point Management Co. LLC
Holy Ghost Properties, LLC eff 12/15/14
Hot Corner, LLC eff 12/15/14
ICB Towers, LLC
Ill Properties, LLC eff 12/15/14
IL - CLEC LLC
In SITE Fiber of Virginia LLC
InSITE Solutions, LLC
Interstate Tower Communications LLC
Intracoastal City Towers LLC
Iron Run, LLC eff 12/15/14
Irth Realty, LLC eff 12/15/14
Isosceles Realty, LLC eff 12/15/14
JBCM Towers LLC
Jefferson Real Estate, LLC eff 12/15/14
Julex, LLC eff 12/15/14
Juno Real Estate, LLC eff 12/15/14
Kanchen Holdings, LLC eff 12/15/14
KAW Consulting Pty Ltd (eff 12/12/01)
KPB Holdings, LLC eff 12/15/14
Lindy Land Enterprises, LLC eff 12/15/14
Lithium Land, LLC eff 12/15/14
LL Q3-14 LLC
MA - CLEC LLC
Magi Investments, LLC eff 12/15/14
Mazaru Real Estate, LLC eff 12/15/14
MD - CLEC LLC
Md7 Capitol One, LLC
Metsedign Group, LLC eff 12/15/14
Minerva Realty, LLC eff 12/15/14
Mobile Media California LLC
Mobile Media National LLC
Modeo LLC
Molacur, LLC eff 12/15/14
MW Cell REIT 1 LLC (eff 1/31/12)
MW Cell TRS 1 LLC (eff 1/31/12)
Neptune Properties, LLC eff 12/15/14
New Path Networks, Inc.
New Path Networks, LLC
Nickel Group, LLC eff 12/15/14
NJ - CLEC LLC
Norse Land Ventures, LLC eff 12/15/14
NY - CLEC LLC
OH - CLEC LLC (effective 7/20/11)
OP 2 LLC
OP LLC
PA - CLEC LLC
Pair Plus Properties, LLC eff 12/15/14
Perimeter Property, LLC eff 12/15/14
Pinnacle San Antonio L.L.C.
Pinnacle St. Louis LLC
Pinnacle Towers Acquisition Holdings LLC
Pinnacle Towers Acquisition LLC
Pinnacle Towers Asset Holding LLC
Pinnacle Towers Canada Inc.
Pinnacle Towers III LLC
Pinnacle Towers Limited
Pinnacle Towers LLC
Pinnacle Towers V Inc.
Princeton Ancillary Services II LLC Formed 2/28/14
Princeton Ancillary Services III LLC Formed 2/28/2014
Proarchad Group, LLC eff 12/15/14
Radio Station WGLD LLC
RECC Properties Limited (eff 9/20/05)
Right Realty, LLC eff 12/15/14
Scalene-STI Realty, LLC eff 12/15/14
Sea Realty, LLC eff 12/15/14
Shaffer & Associates, Inc.
Shamrock BGM, LLC eff 12/15/14
Sierra Towers, Inc.
Sixteen Cents, LLC eff 12/15/14
Sphertri Properties, LLC eff 12/15/14
Structel Pty Ltd
Tamia Group, LLC eff 12/15/14

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name	12/15/2014 edition

Tertullian Ventures, LLC eff 12/15/14
Third State Holdings, LLC eff 12/15/14
Three Way Sites, LLC eff 12/15/14
Thunder Towers LLC
Tower Advisors, LLC eff 12/15/14
Tower Systems LLC
Tower Technology Company of Jacksonville LLC
Tower Ventures III, LLC
TowerOne 2012, LLC (eff 3/2/2012)
TowerOne Allentown 001, LLC (eff 3/2/2012)
TowerOne Doylestown, LLC (eff 3/2/2012)
TowerOne Middletown 003, LLC (eff 3/2/2012)
TowerOne North Coventry LLC (eff 3/2/2012)
TowerOne Partners, LLC (eff 3/2/2012)
TowerOne Upper Pottsgrove 002, LLC (eff 3/2/2012)
TowerOne Warminster 001, LLC (eff 3/2/2012)
TowerOne Warrington 002, LLC (eff 3/2/2012)
Towers Finco II LLC
Towers Finco III LLC
Towers Finco LLC
Triple Play, LLC eff 12/15/14
TriStar Investors Inc. eff 12/15/14
TriStar New Site ACQ 1, LLC eff 12/15/14
TriStar Tower Group, LLC eff 12/15/14
TrsStar CPS Towers, LLC eff 12/15/14
TSL Realty, LLC eff 12/15/14
TVHT, LLC
WA - CLEC LLC
Water Properties, LLC eff 12/15/14
WCP Wireless Lease Subsidiary, LLC (eff 1/31/2012)
WCP Wireless Site Funding LLC (eff 1/31/2012)
WCP Wireless Site Holdco LLC (eff 1/31/2012)
WCP Wireless Site Non-RE Funding LLC (eff 1/31/2012)
WCP Wireless Site Non-RE Holdco LLC (eff 1/31/2012)
WCP Wireless Site RE Funding LLC (eff 1/31/2012)
WCP Wireless Site RE Holdco LLC (eff 1/31/2012)
Weidl Mgt, LLC eff 12/15/14
White Light Enterprises, LLC eff 12/15/14
Wireless Funding, LLC (eff 1/31/2012)
Wireless Realty Holdings II, LLC (effective 5/19/11)
Wireless Revenue Properties, LLC (eff 1/31/2012)
Wisdom Four, LLC eff 12/15/14
Wishbone Realty, LLC eff 12/15/14
Yangtze River Realty, LLC eff 12/15/14
YRB Tea, LLC eff 12/15/14
Zeus Properties, LLC eff 12/15/14

INSURER CANCELLATION TERMS

NAMED INSURED	POLICY NO.
CROWN CASTLE INTERNATIONAL CORP.	Various
	EFFECTIVE DATE SEE PAGE 1

Person or Organization:

Person(s) or organization(s) that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with notice of cancellation for any reason other than non-payment of premium, provided that, within 10 days of the date the producer or the first named insured receives a copy of the notice of cancellation, the producer or the first named insured provides us with a spreadsheet containing the name, address and, if available, e-mail address of the person(s) or organization(s) to whom such notice of cancellation is to be sent.

All other terms and conditions remain unchanged.

Cancellation Terms:

When we cancel this policy as described in the Cancellation condition for any reason other than non-payment of premium, we will also send to the person or organization described in the Schedule a notice of at least 30 days in advance of the cancellation date.

Any failure on our part to deliver such notice will not:

- **impose liability of any kind upon us; or**
- **invalidate the cancellation.**

Cancellation Terms Apply to the Following Coverages:

General Liability, Automobile Liability and Workers Compensation

Conditions
(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.