

SMALL CELL MASTER LICENSE AGREEMENT

This Small Cell Master License Agreement ("**Master License**") is made and entered into as of _____, 2020, by and between the City of Rocklin, a municipal corporation ("**City**"), and _____, a [State] corporation ("**Licensee**"). City and Licensee may each be referred to as a "**Party**" or collectively "**Parties**."

RECITALS

The following recitals are a substantive portion of this Master License:

A. City is the owner of light poles, traffic signal poles or other poles (collectively, "**City Poles**") within the public right-of-way and owns or controls public right-of-way within the City of Rocklin located in Placer County, State of California.

B. Licensee is a _____ company organized under the laws of the State of _____ and legally authorized to do business within the State of California whose business includes the provision of telecommunications services, which requires, in part, utilization of small cell sites in the public right-of-way. Licensee is a Commercial Mobile Radiotelephone Services (CMRS) Carrier that holds: (1) a valid [license or registration type] issued by the California Public Utilities Commission (**CPUC**) on _____ date (Decision Number _____); and (2) all other state and federal permits and licenses necessary to provide wireless service or telecommunications services in the public rights of way.

C. Licensee requests the use of City Poles and the City's rights-of-way for the installation and operation of small cell wireless facilities, which includes antennas and any associated utility or equipment boxes, and battery backups, transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission (collectively, "**Equipment**").

D. City is willing to permit Licensee to utilize the City Poles and the City's rights-of-way under Pole Licenses issued in accordance with the terms, conditions, and covenants of this Master License.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

Purpose and Scope

1.1 Purpose.

1.1.1 Master License. This Master License: (i) establishes the legal relationship and framework under which Licensee may apply to the City for and obtain a revocable, in accordance with the terms of this Master License, nonpossessory license, to use the portion of the City Poles and City rights-of-way approved for installation of Equipment, including, but not limited to, pole tops, new poles, conduits housing the circuits delivering power to the City Poles, including the City Infrastructure (defined in Section 6.6.2 (No Alteration of City's Existing Equipment or Infrastructure) below), and street light pull

boxes and other City Property (defined in Section 5.6.1 below) necessary for access (“**License Area**”), identified in Pole Licenses issued under this Master License for the Permitted Use (Defined in Section 5.1); (ii) governs the fees, charges, procedures, requirements, terms, and conditions by which the City will issue Pole License(s) to Licensee; and (iii) authorizes Licensee to engage in the Permitted Use only after Pole Licenses are issued under this Master License. The portion of the License Area upon which Licensee’s Equipment is installed on any City Pole pursuant to this Master License shall be for Licensee’s exclusive use.

1.1.2 Pole Licenses. Pole Licenses shall mean the document in the form of **Exhibit A** that, when fully executed, will: (i) authorize Licensee to engage in the Permitted Use; (ii) specify approved Pole Locations, any site constraints, and any additional installation, operation, access, and maintenance requirements specific to those Pole Locations; (iii) grant a license, but not a leasehold interest, to Licensee only as a part of and subject to the terms and conditions of this Master License; and (iv) not amend any term or condition of this Master License.

1.2 Scope of License. Upon the issuance of a Pole License under this Master License, the City will license to Licensee the limited right to use License Area for the sole purpose of locating the Equipment for one small cell wireless facility (“**Wireless Installation**”) within the License Area specified in the Pole License. It is understood and agreed that the final Equipment design will be shown in the plans submitted to the City in connection with the approval of a Wireless Permit (Defined in Section 3.4). The final Equipment design shall meet the applicable design requirements that are in effect at the time the request for a Pole License is submitted to the City. Upon issuance of the applicable Pole License, no further changes from the final Equipment design shall be permitted unless (i) as may be expressly permitted under this Master License; or (ii) approved by the City, which approval may be granted, modified or denied in the City’s discretion.

ARTICLE 2

Term of Master License

2.1 Master License Commencement Date. The commencement date of this Master License shall be the date this Master License is fully executed by the Parties (“**ML Commencement Date**”).

2.2 Master License Term. The term of this Master License shall be for a period of ten (10) years commencing on the ML Commencement Date and terminating on the tenth anniversary of the ML Commencement Date, but may include any Option Terms exercised in accordance with Section 2.2.1, unless earlier terminated (“**ML Term**”).

2.2.1 Option to Extend. Provided Licensee is not in default beyond expiration of the applicable cure periods in Section 13.1.1 or 13.1.2, either at the time of exercise or at the time the extended ML Term commences, Licensee shall have the option to extend the ML Term for up two (2) periods of five (5) years each (“**ML Option Terms**”) on the same terms and conditions provided herein. Licensee shall exercise its option by giving City written notice (“**Option Notice**”) at least sixty (60) calendar days, but not more than one hundred eighty (180) calendar days, prior to the expiration of the current ML Term.

ARTICLE 3
Term of Pole License & Pole License Approvals

3.1 Pole License Commencement Date. The commencement date of a Pole License shall be the first day of the month following the date that Licensee commences construction of its Wireless Installation; provided, however, that Licensee may not commence such construction until after the issuance by City of the applicable Encroachment Permit (as defined in Section 6.8 (Encroachment Permit and Other Facility Permit) below) to install the Wireless Installation (“**PL Commencement Date**”).

3.2 Pole License Term. The term of a Pole License issued under this Master License shall be for a period of ten (10) years commencing on the PL Commencement Date and terminating on the tenth anniversary of the PL Commencement Date, but may include any Option Terms exercised in accordance with Section 3.2.1, unless earlier terminated (“**PL Term**”).

3.2.1 Option to Extend. Provided Licensee is not in default beyond expiration of the applicable cure periods in Section 13.1.1 or 13.1.2, either at the time of exercise or at the time the extended PL Term commences, Licensee shall have the option to extend the PL Term for two (2) periods of five (5) years (“**PL Option Terms**”) on the same terms and conditions provided herein and in the applicable Pole License. Licensee shall exercise its option by giving City written notice (“Option Notice”) at least sixty (60) calendar days, but not more than one hundred eighty (180) calendar days, prior to the expiration of the current PL Term.

3.2.2 Continuation of Pole Licenses Following Expiration of Master License. Notwithstanding anything to the contrary set forth in Article 3 or elsewhere in this Master License, in the event that the ML Term expires prior to the expiration of the initial PL Term or any previously exercised PL Option Term, each Pole License entered into during the ML Term will continue in full force and effect until the expiration or earlier termination of the initial PL Term or any previously exercised PL Option Term, as applicable, for the applicable Pole License. Each such Pole License shall be subject to the terms and conditions of this Master License as if the Master License had not expired; provided; however, that in no event shall the City be required to issue any new Pole License or grant any unexercised PL Option Terms to Licensee following the expiration of the Master License.

3.3 City Approval Required.

3.3.1 City Rights Superior. Licensee’s use of any part of the License Area for the Permitted Use is subject to the City’s prior approval in connection with a Pole License application. Subject to any limitations expressly provided in this Master License, the City is not obligated to subordinate its municipal functions or proprietary interests in any way to Licensee’s interest under any Pole License. In determining whether to approve Licensee’s application for any License Area, including the plans and specifications attached to the application, the City may reject Licensee’s request for a Pole License for any of the following matters affecting its municipal obligations and proprietary interests:

- (a) the resulting total load on the City Pole if Licensee’s proposed Equipment is installed exceeds its designed load capacity;
- (b) whether Licensee’s proposed Equipment would materially compromise the City’s

intersection traffic control operations;

(c) whether Licensee's proposed installation complies with electrical codes;

(d) whether Licensee's proposed Equipment would create a hazardous or unsafe condition; and

(e) whether Licensee's proposed installation would conflict with any existing municipal plans for the License Area.

3.3.2 Changes in Application. If the City determines for any reason that the Permitted Use at any particular License Area would impede its municipal functions or otherwise affect its proprietary interests negatively, it will provide notice to Licensee of the City's concerns as soon as reasonably practicable in the application review process. Licensee will have the opportunity to change the Pole License application to address the City's concerns for a period ending thirty (30) days after delivery of the City's notice without affecting the priority of Licensee's application in relation to other potential licensees. Any other changes that Licensee makes in the Pole License application will cause the date that the application is deemed submitted to be changed to the date that Licensee delivers the proposed changes to the City.

3.3.3 Consultation with Community Development. In reviewing a Pole License application, the City's Public Services Department may consult with the City's Community Development Department to assess whether Licensee's proposed Equipment should be denied at a given location for any of the reasons defined in Section 3.3.1. Licensee acknowledges and agrees that any consultation between the Public Services Department and the Community Development Department in accordance with the preceding sentence and any resulting actions by the City would be in its proprietary capacity as the owner of the License Area and would not be an exercise of regulatory authority.

3.4 Regulatory Approval Required. Licensee's installation of Equipment is also subject to the prior approval of, and Licensee's compliance with all conditions of any applicable wireless installation permit, Encroachment Permit, or other planning, design, or aesthetic permit and/or approval from an applicable governmental entity as required by (i) the Rocklin Municipal Code, (ii) other applicable City requirements which are adopted and applied by the City in a reasonable, uniform and non-discriminatory manner, or (iii) implementing regulations and orders, if any, that are in effect at the time of submittal of an application for a Pole License (generally and collectively, a "**Wireless Permit**").

3.5 Initial and Annual Master Plans Required. With Licensee's first Pole License application filed during the first calendar year of the ML Term, Licensee shall submit to the City a master plan showing the approximate number of Pole License applications which Licensee intends to submit and approximate neighborhoods within the City for which Licensee intends to submit a Pole License application ("**Master Plan**") during the current calendar year. No later than the date of Licensee's first submittal of a Pole License application each calendar year thereafter during the ML Term, Licensee shall submit to the City a revised Master Plan, showing the approximate number of Pole License applications which Licensee intends to submit and approximate neighborhood(s) within the City for which Licensee intends to submit a Pole License application during that calendar year. The initial and annual Master Plans shall be based on Licensee's best information reasonably available at that time with respect to the proposed use of

License Areas for the applicable calendar year. Licensee may submit updated Master Plans at any time. The purpose of the Master Plan is (a) to give the City a sense of the workload required to process Licensee's Pole License applications for the upcoming year; (b) to allow the City to identify geographic locations in which multiple carriers may be filing Pole License applications; and (c) to allow the City to identify opportunities to negotiate terms for potential shared cost of conduit installation. Licensee's Master Plans shall be reasonably designed to meet such purposes.

3.6 Pole License Application. Licensee shall submit Pole License applications to the City, which will review, approve, or deny each application in its reasonable discretion. Each application will consist of: (a) partially executed duplicate counterparts of a Pole License application in the form attached as **Exhibit A**; (b) **Exhibit A-1** filled in with the location and other identifying information about the License Area covered by the application; (c) **Exhibit A-2**, consisting of all plans and specifications submitted under the Wireless Permit; (d) the Administrative Payment as specified in Section 4.3 (Pole License Administrative Payments); and (e) if not previously provided, a copy of the Emissions Report submitted for the Wireless Permit. For Pole License applications relating to the use of a License Area that is not solely owned by the City, including, but not limited to, City easements located on private property, Licensee shall also provide evidence demonstrating, to the reasonable satisfaction of the City Attorney, Licensee's entitlement to use the proposed License Area for the Permitted Use.

3.7 Pole License Application Review Process. The City will review and process Pole License applications in accordance with the Declaratory Ruling and Third Report and Order issued by the Federal Communications Commission on September 27, 2018 in WT Docket Nos. 17-79 and 17-84 (FCC 18-133, 33 FCC Rcd 9088) (the "**FCC Order**") in the chronological order (date and time) in which complete applications are submitted or deemed submitted. Except as stated in the preceding sentence or as otherwise specified in this Master License, the City will not give priority to any application or licensee over another application or licensee.

3.8 Administrative Payments. The City is not obligated to begin its review of any Pole License application if Licensee has failed to pay the applicable administrative payment under Section 4.2 (Master License Administrative Payment) and Section 4.3 (Pole License Administrative Payment)(collectively, "**Administrative Payments**"), when due. If Licensee does not timely deliver the required Administrative Payments required for the City to complete its review, the City may suspend its review of any of Licensee's License applications then under review by the City. The date and time of submission of any suspended License application will be deemed to be the date and time that Licensee submits the required payment.

3.9 Pole License Approval. The City will notify Licensee that the City has approved each Pole License application by returning one fully executed counterpart of the Pole License to Licensee, and City will do so within sixty (60) days after receiving a complete Pole License application for existing structures and within ninety (90) days for new structures. The City requires as a condition to approval of any Pole License that Licensee provide proof that contractors installing Equipment have bonds and insurance coverage as required by Section 6.18 (Bond Requirements) and Section 7.2 (Insurance). A City decision to grant or deny a Pole License application for any of the reasons defined in Section 3.3.1 is not a regulatory determination subject to appeal, but is an exercise of the City's proprietary authority over its facilities and shall be confirmed in writing to Licensee with reasonable justifications in the event the City elects to deny a Pole License application.

3.10 Right to Deny. Licensee acknowledges that the City has the absolute right consistent with Laws (as defined in Section 5.4 (Compliance with Laws) below) to deny any Pole License application for any of the reasons defined in Section 3.3.1.

ARTICLE 4

License Fee and Application Fees

4.1 License Fee. Licensee shall pay to City, as an annual fee for the use of a License Area the sum of Two Hundred Seventy Dollars (\$270.00) ("**License Fee**") for each Wireless Installation on a License Area which shall comply with all applicable Laws, including the FCC Order; provided, City may perform a cost or fee study in accordance with the FCC Order to determine City's actual and reasonable costs directly attributable to Licensee's deployment of its Equipment in City's right-of-way calculated in a competitively neutral, non-discriminatory manner, consistent with all then-applicable law, including the FCC Order (the "**Cost Study**"). The License Fee for the first year of the PL Term shall be prorated on a monthly basis which begins on the first day of the month following the PL Commencement Date and ends on January 31 of the following year, and shall be paid to the City within 30 business days of the PL Commencement Date. The License Fee for each subsequent year of the PL Term shall be due and payable on February 1 of each year. All payments, including the License Fee, shall be mailed to: Finance Department, City of Rocklin, at 3970 Rocklin Road, Rocklin, CA 95677.

4.1.1 Fee Revisions. City may perform a Cost Study at any time during the ML Term. If the Cost Study reveals that City's actual and reasonable costs directly attributable to Licensee's deployment of its Equipment in City's right-of-way calculated in a competitively neutral, non-discriminatory manner, consistent with all then-applicable Laws, including the FCC Order, are greater than the then-current License Fee rate, then City shall deliver to Licensee a copy of City's Cost Study no less than ninety (90) days before the Cost Study is presented to City's City Council for review and approval. Licensee shall have sixty (60) days from its receipt of the Cost Study to review and either accept or object to the new License Fee proposed by the Cost Study. If Licensee fails to object in writing during such period, then Licensee shall be deemed to have accepted the new License Fee. If Licensee delivers a written objection to the new License Fee in a timely manner, then the parties shall resolve the dispute in accordance with Section 4.1.2 (Mediation Provision) below. After acceptance of the new License Fee by Licensee or resolution of a dispute regarding the new License Fee in accordance with the terms and conditions of this Section 4.1.1 (Fee Revision) and Section 4.1.2 (Mediation Provision) below, or if Licensee does not respond within the sixty (60) days of receiving the Cost Study, then City's City Council may review and approve the new License Fee and, thereafter, deliver written notice of such approval and the effective date of such City Council approval to Licensee within thirty (30) days. The new License Fee amount payable under this Master License shall be due and payable no earlier than ninety (90) days after the effective date of such notice on a going forward basis. If the City Council adopts a new License Fee that exceeds the amount proposed in the Cost Study, Licensee shall no longer be deemed to have accepted the new License Fee and shall retain any and all rights to challenge the new License Fee in writing within sixty (60) days after adoption, but must attempt to resolve the dispute in accordance Section 4.1.2 (Mediation Provision) below, before Licensee may initiate any litigation. Once the City establishes a new License Fee after performing a Cost Study in compliance with this provision, the License Fee may be re-evaluated no sooner than five (5) years after the last License Fee re-evaluation was completed in compliance with this provision. Notwithstanding anything in this Master License to the contrary, in no event shall the License

Fee ever exceed one thousand dollars (\$1,000) per year per Wireless Installation on a License Area, exclusive of any annual escalations.

4.1.2 Mediation Provision: As a condition precedent to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Master License through upper management escalation and non-binding mediation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) business days of receipt of the disputing Party's notice, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location within Placer County unless the Parties mutually agree to a different venue. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, then thereafter either Party may initiate litigation. In case of a failure of either Party to follow the foregoing, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

4.1.3 Late Charge. Licensee acknowledges late payment by Licensee to City of License Fee will cause City to incur costs not contemplated by this Master License, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting and late charges that may be imposed on City. If the first installment of the License Fee due from Licensee is not received by City within sixty (60) business days after the date the first License Fee is due, or if any subsequent installment of the License Fee is not received by City within thirty (30) business days after the date when due, Licensee shall pay to City an additional sum of ten percent (10%) of the overdue License Fee as a late charge. The Parties agree this late charge represents a fair and reasonable estimate of the costs City will incur because of late payment by Licensee. Acceptance of any late charge shall not constitute a waiver of Licensee's default with respect to the overdue amount, nor prevent City from exercising any of the other rights and remedies available to City.

4.2 Master License Administrative Payment. Licensee agrees to reimburse City for expenses it incurred in the preparation and finalization of this Master License in the amount of two-thousand dollars (\$2,000) to cover the City's costs to review and administer the Master License application process (the "**ML Administrative Payment**") within forty-five (45) days following the ML Commencement Date. Such payment shall compensate the City for all of the reasonable and actual costs of preparing the Master License, including, but not limited to, all time and materials costs of City employees, agents, consultants, and the City Attorney's office. In the event that Licensee does not pay the ML Administrative Payment to City within such forty-five (45) day period, then City shall have the right to suspend the processing of all Pole License applications until Licensee pays the ML Administrative Payment to City.

4.2.1 Early Termination. Licensee shall have the right to terminate processing of the Master License application by providing written notice to the City. Upon receipt of such notice by City (for purposes of this section, "**ML Application Termination Date**"), City shall cease all processing on Licensee's Master License application as of the ML Application Termination Date and City shall be compensated for all costs reasonably and actually incurred by City prior to such ML Application Termination Date, up to the amount of the ML Administrative Payment for the terminated application.

4.2.2 Refunding of Excess Amounts. Any unused funds remaining with City upon completion or termination of the Master License application processing, shall be refunded to Licensee within 30 days

of such completion or termination, as the case may be.

4.3 Pole License Administrative Payments. Licensee shall pay to the City five-hundred dollars (\$500) per application for up to five (5) Wireless Installations for consolidated applications, with an additional one-hundred dollars (\$100) per Wireless Installation thereafter, and one thousand dollars (\$1,000) per application for each new pole installation to cover the City's costs to review and administer the Pole License application process (the "**PL Administrative Payments**") which shall comply with all applicable Laws; provided, City may perform a Cost Study. Such payment(s) shall compensate the City for all of the reasonable and actual costs of processing each Pole License application, including, but not limited to, all time and materials costs of City employees, agents, consultants, and the City Attorney's office.

4.3.1 Administrative Payment Revisions. City may perform a Cost Study. If the Cost Study reveals that City's actual and reasonable costs directly attributable to City's review and processing of Pole License applications calculated in a competitively neutral, non-discriminatory manner, consistent with all then-applicable Laws, including the FCC Order, are greater than the then current PL Administrative Payments rates, then City shall deliver to Licensee a copy of City's Cost Study no less than ninety (90) days before the Cost Study is presented to City's City Council for review and approval. Licensee shall have sixty (60) days from its receipt of the Cost Study to review and submit any objections to the new PL Administrative Payments proposed by the Cost Study. If Licensee fails to object in writing during such period, then Licensee shall be deemed to have accepted the new PL Administrative Payments. If Licensee delivers a written objection to the new PL Administrative Payments in a timely manner, then the parties shall resolve the dispute in accordance with Section 4.1.2 (Mediation Provision) above. After acceptance of the new PL Administrative Payments by Licensee or resolution of a dispute regarding the new PL Administrative Payments in accordance with the terms and conditions of this Section 4.3.1 (Administrative Payment Revisions) and Section 4.1.2 (Mediation Provision) above, or if Licensee does not respond within the sixty (60) days of receiving the Cost Study, then City's City Council may review and approve the new PL Administrative Payments and, thereafter, deliver written notice of such approval and the effective date to Licensee within (30) days of such City Council approval. The new PL Administrative Payments amounts payable under this Master License shall be due and payable no earlier than ninety (90) days after the effective date of such notice on a going forward basis. If the City Council adopts a new PL Administrative Fee that exceeds the amount proposed in the Cost Study, Licensee shall no longer be deemed to have accepted the new PL Administrative Fee and shall retain any and all rights to challenge the new PL Administrative Fee in writing within sixty (60) days after adoption, but must attempt to resolve the dispute in accordance with Section 4.1.2 (Mediation Provision) above before Licensee may initiate any litigation. Once the City establishes a new PL Administrative Payments after performing a Cost Study in compliance with this provision, the PL Administrative Payments may be re-evaluated no sooner than five (5) years after the last PL Administrative Payments re-evaluation was completed in compliance with this provision. Notwithstanding anything in this Master License to the contrary, in no event shall the PL Administrative Payments ever exceed one thousand dollars (\$1,000) per Pole License application or two thousand dollars (\$2,000) per Pole License application which involves a new pole installation, exclusive of any annual escalations.

4.3.2 Early Termination. Licensee shall have the right to terminate processing of a Pole License application by providing written notice to the City. Upon receipt of such notice by City (for purposes of this section, "**PL Application Termination Date**"), City shall cease all processing on Licensee's Pole License application as of the PL Application Termination Date and City shall be compensated for all costs

reasonably and actually incurred by City prior to such PL Application Termination Date, up to the then current amount of the PL Administrative Payments for the terminated Pole License application.

4.3.3 Refunding of Excess Amounts. Any unused funds remaining with City upon completion or termination of the Pole License application processing, shall be refunded to Licensee within 30 days of such completion or termination, as the case may be.

4.4 Additional Fees.

4.4.1 Defined. Sums payable to the City by Licensee, including any late charges, default interest, costs related to a request for the City’s consent to an assignment under Article 12 (Assignment), and Default Fees under Subsection 13.2.1.3 (Default Fees), are referred to collectively as “**Additional Fees.**” Additional Fees are not regulatory fees.

4.4.2 Exclusions. Licensee’s payment of any of the following will not be considered Additional Fees under this Master License: (i) the ML Administrative Payment (Section 4.2); (ii) PL Administrative Payments (Section 4.3); (iii) any other amount paid to the City pursuant to this Master License and/or in accordance with applicable Laws in compensation for reviewing Licensee’s applications and coordinating and inspecting its installation of Equipment on the License Area under Pole Licenses; and (iv) License Fees.

4.4.3 Reasonableness of Liquidated Charges and Fees. The Parties agree that the Additional Fees payable under this Master License represent a fair and reasonable estimate of the administrative costs that the City will incur in connection with the matters for which they are imposed and that the City’s right to impose the Additional Fees is in addition to and not in lieu of its other rights under this Master License. More specifically:

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE CITY’S ACTUAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT ARISING FROM LICENSEE DEFAULTS AND OTHER ADMINISTRATIVE MATTERS UNDER THIS MASTER LICENSE WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. BY PLACING HIS OR HER INITIALS BELOW, AN AUTHORIZED REPRESENTATIVE OF EACH PARTY ACKNOWLEDGES THAT THE PARTIES HAVE AGREED, AFTER NEGOTIATION, ON THE AMOUNT OF THE ADDITIONAL FEES AS REASONABLE ESTIMATES OF THE CITY’S ADDITIONAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT.

Initials: Licensee _____ City _____

**ARTICLE 5
Use**

5.1 Permitted Uses. Licensee shall use the License Area for purposes related to the Wireless Installation only. Licensee shall be solely responsible for all costs associated with the construction, installation, maintenance, and use of the Equipment. Modifications to or replacements of an existing Wireless Installation shall be allowed when the modifications or replacements: (i) do not substantially change the physical dimensions of such Wireless Installation; (ii) do not increase the load on the

applicable City Pole as established in the applicable Pole License; (iii) are consistent with aesthetic design standards established in the applicable Pole License; (iv) Licensee provides written notice to City of Licensee's intent to install the modified or replacement Wireless Installation at least twenty (20) days prior to installation; (v) Licensee submits documentation demonstrating compliance with these requirements at least twenty (20) days prior to installation; and (vi) Licensee obtains an Encroachment Permit if determined to be required by the Public Services Director. Routine maintenance and repair of Equipment and replacement of failing Equipment with "like for like" replacement of Equipment shall not be considered a modification or increase of Equipment. Licensee may not otherwise modify or increase the Equipment without the express written consent of the City, which may be granted or denied at the City's sole discretion. City's denial of Licensee's request to modify or increase the Equipment does not prohibit Licensee from applying for a new Pole License which shall be processed according to the terms of this Master License.

5.2 Prohibited Uses. Licensee shall not use License Area for any purpose not expressly permitted herein. Licensee shall not (a) create, cause, or permit any public nuisance or waste in, on or about the License Area, or permit the License Area to be used for any unlawful purpose, or (b) do or permit to be done anything that causes any unreasonable invasion of the personal or property rights of another, including the rights of City and any occupants of properties neighboring the License Area in a particular Pole License. No materials or articles of any nature shall be stored outside or adjacent to any portion of the License Area.

5.3 Approval by the City and Other Agencies. Licensee, at its sole cost and expense, may install the Equipment, subject to Licensee obtaining all required permits, licenses, and approvals from the City and any other governmental agencies having jurisdiction. Licensee shall maintain such permits, licenses, and approvals in force through the PL Term. The revocation or expiration of any permit, license, or approval is a default of the Pole License issued under this Master License and subject to the notice and cure provisions in Section 13.1.1 below. If Licensee modifies or replaces the Equipment, it shall not do so without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned or delayed, and all required permits, licenses, and approvals from the City and any other governmental agencies with jurisdiction, except as allowed in Section 5.1 (Permitted Uses) above. If a modification or replacement of the Equipment is approved by City, to the extent City's approval is required hereunder, Licensee and City shall amend the applicable Pole License to reflect the modification or replacement. Should Licensee modify or replace any Equipment without the prior approval of City, except as allowed in Section 5.1, City may require that Licensee remove the modification or replacement at Licensee's sole cost and expense. Licensee shall be solely responsible for conducting any environmental review required in association with Licensee's use of the License Area, and for all costs associated, as well as all fees, charges or other expenses imposed by the City or other regulatory agencies in connection with Licensee's use of the License Area prior to the ML Commencement Date or at any time during the ML Term.

5.4 Compliance with Laws. Licensee shall not do or permit anything to be done in or on the License Area, or bring or keep anything in or on the License Area which will conflict with any local, state or federal law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted (collectively, "Laws"). City agrees to comply with all Laws to the extent necessary for Licensee to exercise and enjoy all of the rights granted or conferred by City to Licensee pursuant to this Master License and all Pole Licenses issued pursuant to this Master License.

5.5 Condition, Use of License Area.

5.5.1 As-Is Condition. Licensee expressly acknowledges and agrees to enter onto and use each License Area in its “as-is, with all faults” condition. The City makes no representation or warranty of any kind as to the condition or suitability for Licensee’s use of any License Area.

5.5.2 Licensee Due Diligence. Licensee represents and warrants to the City that Licensee has conducted a reasonably diligent investigation, either independently or through agents of Licensee’s choosing, of the condition of the License Area and of the suitability of the License Area for Licensee’s intended use, and Licensee is relying solely on its independent investigation. Licensee further represents and warrants that its intended uses of the License Area are the permitted uses as specified in Section 5.1.

5.5.3 No City Representations or Warranties. Except as may be expressly provided herein, Licensee agrees that neither the City nor any of its agents have made, and the City disclaims, any representations or warranties, express or implied, with respect to the physical, structural, or environmental condition of the License Area, the present or future suitability of the License Area for the Permitted Use, or any other matter relating to the License Area.

5.5.4 Disclosure. Under California Civil Code section 1938, to the extent applicable to this Master License, Licensee is hereby advised that a Certified Access Specialist (as defined in that Law) has not inspected any License Area to determine whether it meets all applicable construction-related accessibility requirements.

5.6 Hazardous Materials.

5.6.1 Hazardous Materials on License Areas. Licensee shall not introduce any Hazardous Materials (as defined in Section 5.6.2) to the License Area or other City Infrastructure or other City-owned or controlled real property (collectively, “City Property”), (excluding any Hazardous Materials which are components of commercially available products) unless the Hazardous Materials are transported, obtained, handled, stored, and/or disposed of in accordance with all Laws.

5.6.2 Hazardous Materials Defined. The term "Hazardous Material(s)" shall mean any toxic or hazardous substance, material, or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to, those substances, materials, or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" in the (a) "CERCLA" or "Superfund" as amended by SARA, 42 U.S.C. §§ 9601 et seq., (b) RCRA, 42 U.S.C. §§ 6901 et seq., (c) CWA, 33 U.S.C. §§ 1251 et seq., (d) CAA, 42 U.S.C. §§ 7401 et seq., (e) TSCA, 15 U.S.C. §§ 2601 et seq., (f) the Refuse Act of 1899, 33 U. S. C. § 407, (g) OSHA, 29 U.S.C. § 651 et seq. (h) Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq., (i) USDOT Table (49 CFR Sec. 172.101 App. A and amendments) or the EPA Table (40 CFR Part 302 and amendments), (j) Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal. Health & Safety Code § 25300 et seq., (k) California Hazardous Waste Control Act, Cal. Health & Safety Code § 25100 et seq.,

(l) Porter-Cologne Act, Cal. Water Code § 13000 et seq., (m) "Proposition 65," Cal. Health and Safety Code § 25249.5 et seq., (n) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code § 25280 et seq., (o) California Hazardous Substance Act, Cal. Health & Safety Code § 108100 et seq., (p) Air Resources Law, Cal. Health & Safety Code § 39000 et seq., (q) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code § 25500 et seq., (r) TPCA, Cal. Health and Safety Code § 25208 et seq., and (s) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the federal, state and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials and wastes which are, or in the future become regulated under applicable local, state or federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste.

5.6.3 Hazardous Materials Indemnity. Licensee shall indemnify, defend (by counsel with at least ten (10) years of experience in the relevant area of law), protect and hold City harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, and/or expenses, including, without limitation, diminution in value of the License Area or other City Property, damages for the loss or restriction on use of the rentable or usable space of the License Area or other City Property, damages arising from any adverse impact or marketing of the License Area or other City Property and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, attorney's fees, Licensee and expert fees, judgments, administrative rulings, or orders, fines, costs of death of or injury to any person or damage to any property whatsoever (including, without limitation, groundwater, sewer systems and atmosphere), arising from, or caused or resulting, during the applicable PL Term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under or about the License Area or other City Property by Licensee, Licensee's agents, employees, licensees or invited guests or at Licensee's direction, of Hazardous Materials, or by Licensee's failure to comply with any Hazardous Materials laws or regulations, including but not limited to those enumerated in Section 5.6.2, whether knowingly or by strict liability, except to the extent that the presence or discharge of Hazardous Materials exists or occurs prior to the PL Commencement Date unless released or exacerbated by Licensee, Licensee's agents, employees, licensees or invited guests, or is caused by the negligent or intentional misconduct of the City, its agents, employees, contractors, licensees, or any of them. Licensee's indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs, cleanup or detoxification or decontamination of the License Area or other City Property, and the presence and implementation of any closure, remedial action or other required plans, and shall survive the expiration of or early termination of the PL Term. For purposes of the indemnity, any acts or omissions of Licensee or its employees, agents, assignees, contractors, or subcontractors of Licensee (whether or not they are negligent, intentional, willful, or unlawful) shall be strictly attributable to Licensee.

5.6.4 City's Right to Perform Tests. In addition to all other rights that the City may have under this Master License to access and use the License Area, at any time during the ML Term, City shall have the right to enter upon the License Area in order to conduct tests of water and soil and to deliver to Licensee the results of such tests to demonstrate that levels of any Hazardous Materials in excess of

permissible levels as determined by applicable Laws has occurred as a result of Licensee's use of the License Area. If the occurrence is determined to be caused by Licensee's use of the License Area, Licensee shall be solely responsible for and shall indemnify, protect, defend and hold City harmless from and against all claims, costs and liabilities including actual attorney's fees and costs arising out of or in connection with any removal, remediation, clean up, restoration and materials required hereunder to return the License Area and any other property of whatever nature to the condition at or below permissible levels of Hazardous Materials as determined by applicable Laws prior to the occurrence of such Hazardous Materials exceeding permissible levels as determined by applicable Laws. The testing shall be at Licensee's expense if City confirms (i) the presence of Hazardous Materials contamination in excess of permissible levels as determined by applicable Laws in the soil or surface or groundwater in on, under, or about the License Area has been caused by or resulted from the activities of Licensee, its agents, employees, contractors, or invited guests; or (ii) a component that contains a Hazardous Material (such as a back-up battery supply) is not maintained in compliance with state and federal laws. Licensee shall demonstrate that the Equipment meets or exceeds all appropriate FCC (as defined in Section 5.8 (Co-Location) below) requirements. Licensee shall provide results of any test results on the Equipment prepared for the FCC or any other testing body.

5.6.5 Survival. This entire Section 5.6 of this Master License shall survive termination of this Master License as to any activities conducted during the ML Term.

5.6.6 Termination of Pole License. Subject to the notice and cure provisions afforded Licensee in Section 13.1.1, City shall have the right to terminate the applicable Pole License in City's sole and absolute discretion in the event that (i) any use of the License Area or other City Property by Licensee involves the generation or storage, use, treatment, disposal, or release of Hazardous Material in a manner or for a purpose prohibited by any governmental agency, authority or that violates Hazardous Materials Laws; (ii) Licensee has been required to take remedial action in connection with Hazardous Material contaminating the License Area or other City Property, if the contamination resulted from Licensee's action or use of the License Area or other City Property; or (iii) Licensee is subject to an enforcement order issued by any governmental authority in connection with the release, use, disposal, or storage of a Hazardous Material on the License Area or other City Property.

5.7 Covenant of Non-Interference. Licensee shall be responsible for inspecting License Areas and finding adequate space at the site without moving or relocating any of City's Poles or equipment, or any other facility, or utility located at the City Property, at the time Licensee's Equipment is installed. Licensee's Equipment shall not materially and adversely impact any other existing facility or antenna as long as such facility or antenna is operating in compliance with all applicable Laws. In the event that Licensee's Equipment does materially and adversely impact other facilities operating in compliance with all applicable Laws, Licensee shall be required to take, at its own expense, measures to correct the problem. Licensee shall be required to coordinate with other existing utilities located at the property, to ensure that Licensee's equipment does not interfere with the frequencies utilized by existing utilities or other parties as long as such frequencies are transmitted and received in compliance with all applicable Laws. If Licensee replaces the City's Pole(s), Licensee shall dedicate the new Pole(s) to the City at no cost to the City within thirty (30) calendar days of installing the new Pole(s).

5.8 Co-Location. Licensee acknowledges that City has the right to license additional positions on City Poles licensed to Licensee, to third parties other than those portions of City Poles which comprise the

exclusive portion of the License Area (as defined in Section 1.1.1) licensed by City to Licensee pursuant to any Pole License. All operations by Licensee shall comply with all Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA"), and other similar requirements. If City adds new City Poles or other facilities in the future, Licensee will not electronically or physically interfere with pre-existing City-owned and operated equipment. Licensee and City shall reasonably cooperate (1) to address any interference with future City-owned and operated equipment; and (2) current and future City licensees. City will not grant a license to any party for use of the City Poles if such use would materially and adversely interfere with Licensee's operation of its Equipment and Wireless Installation, or any of the other rights granted or conferred by City to Licensee pursuant to this Master License and Pole Licenses issued pursuant to this Master License. Any future license by City of the City Poles, which permits Wireless Installations, shall be conditioned upon the new Equipment not materially and adversely interfering with Licensee's Equipment and Wireless Installation, or any of the other rights granted or conferred by City to Licensee pursuant to this Master License and Pole Licenses issued pursuant to this Master License.

5.9 Electromagnetic Emissions.

5.9.1 Radio Frequency Emissions Regulations Compliance. Licensee will comply with all FCC regulations regarding radio frequency ("RF") emissions and exposure limitations. Licensee shall provide an RF compliance report to City demonstrating that the Wireless Installation will operate in compliance with applicable FCC regulations that is prepared for each new Wireless Installation prior to City's approval of each Pole License. With prior approval from City, except in the event required by Laws, Licensee is also allowed to install signage and other mitigation, such as a power cut-off switch on License Areas, to allow workers and third parties to avoid excess exposure to RF emissions. City's authorized field personnel will contact Licensee not less than 24 hours in advance to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and restore power as promptly as much as reasonably possible.

5.9.2 Informational Safety Materials. Licensee, at its sole expense, shall provide technical educational materials to City staff and any City contractor, as to the operation of each of its Wireless Facilities to ensure safe and efficient operation and maintenance when working near and around the Wireless Facilities, all in accordance with all applicable Laws and industry standards.

5.10 Telecommunications Services. At any time that Licensee, or any assignee or transferee of Licensee that acquires Licensee's right, title and interest in and to this Master License in accordance with the terms and conditions of Article 12 (Assignment) below, ceases to operate as a provider of telecommunications services under Federal law, the City shall have the option, in its sole discretion and upon thirty (30) days written notice to Licensee, to terminate this Master License and to require the removal of Licensee's Equipment from the License Area in accordance with the terms and conditions of this Master License, including the cost of any site remediation, at no cost to the City, without any liability to Licensee related directly or indirectly to such termination.

5.11 Scope of Master License. All rights expressly granted or conferred to Licensee under this Master License, which shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of the City to use all parts of the public right-of-way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedication, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the right-of-way as of the ML Commencement Date.

ARTICLE 6

Installation, Maintenance, Repairs and Alterations

6.1 General. Licensee shall keep the License Area, including the Equipment placed on the License Areas, in good order, condition, and repair. Licensee shall keep the License Area clean and free of debris. Licensee shall ensure that all work performed by it or on its behalf is performed in accordance with the NESC and all applicable safety and health standards, including, without limitation, occupational safety and health standards promulgated by the Occupational Safety and Health Administration of the United States Department of Labor. Licensee shall take all necessary precautions, including installing protective equipment, performing "Tree Trimming" consistent with Section 6.1.1, or taking other measures, to protect Persons and property against injury or damage that may result from Licensee's Equipment, and to guard against interference with normal operation of utility circuits.

6.1.1 Tree Trimming. For purposes of this Master License, "**Tree Trimming**" is defined as either initial tree trimming done by Licensee necessary to make its own License Area free and clear in a situation involving an overhead right-of-way under which no ground clearing is required (e.g., along town and city streets), or maintenance trimming performed by Licensee only to the extent necessary to keep the License Area free and clear, irrespective of whether the right-of-way requires ground clearing. At its own expense, Licensee has the right but not the obligation to perform Tree Trimming to provide adequate clearance around the License Area. Initial Tree Trimming will be performed prior to installation of Wireless Installations. By mutual written agreement, one contractor may perform Tree Trimming for Licensee, City, and other third-party licensees. In that case, the cost for such Tree Trimming will be divided evenly among the users of the area being cleared. In no circumstance will the City be liable for the costs of Tree Trimming for a License Area. No additional permit is required from City for Licensee to perform any Tree Trimming or cutting necessary to safeguard or maintain License Areas.

6.2 Surrender. Within sixty (60) calendar days of the last day of the PL Term, Licensee shall surrender the License Area to City in the same condition as when received, clean and free of debris, normal wear and tear and loss by casualty or other causes beyond Licensee's reasonable control excepted. Licensee shall also remove all improvements and cables and wires located above ground that Licensee placed upon License Area, and repair any damage to the License Area caused by the installation, maintenance, or removal of Licensee's improvements and any related cables, wires or other equipment, and shall restore the License Area to the same condition as when Licensee received the Pole License from City, normal wear and tear and loss by casualty or other causes beyond Licensee's reasonable control excepted. Licensee shall also replace any City Pole deemed by the City to be not repairable, if City can demonstrate that the City Pole's unrepairable condition was caused by Licensee's use of License Area.

6.3 City's Rights. If Licensee is in default beyond expiration of the applicable cure periods in Section 13.1.1, City may (but shall not be required to) enter upon a License Area to perform obligations on

Licensee's behalf and put the License Area in good order, condition and repair, except that City shall not have the right to repair or maintain Licensee's Equipment. The City shall notify Licensee of City's intention to perform Licensee's obligations thirty (30) calendar days prior to performing any work on Licensee's behalf (except in the case of an emergency, in which case no notice shall be required). The cost to the City for performing Licensee's obligations pursuant to this section, together with interest at the maximum rate then allowable by law, shall be payable by Licensee to City. The City shall furnish an invoice accompanied by reasonable substantiation to Licensee reflecting costs of performing Licensee's obligations, and the sum shall become due and payable within thirty (30) calendar days from Licensee's receipt of City's invoice.

6.4 Repair Obligations.

6.4.1. City Repair Obligations. City shall have no obligation to repair and maintain the City Poles, the License Areas, nor any facilities or Equipment provided by Licensee. If City fails to repair or maintain a City Pole such that Licensee's ability to use License Area to operate a Wireless Installation is materially impaired, then upon thirty (30) days written notice to City, Licensee may make all necessary repairs to restore the City Pole to return it to a working condition that: (i) restores the Licensee's ability to use the License Area for the purposes granted by City to Licensee; and (ii) is substantially consistent with the original color and design of the License Area. Licensee's decision to make said repairs shall be at Licensee's sole expense, and Licensee shall have the right thereafter to abate the License Fee for its expenses until Licensee's expenses are fully recovered. Licensee understands and agrees that City shall have no obligation to otherwise reimburse Licensee for any such expenses and that abatement of the License Fee for the affected License Area is Licensee's sole remedy. City shall have twenty-one (21) days after receiving said notice to elect to bar Licensee from repairing the License Area. If City elects to bar Licensee from repairing the City Pole, City shall cooperate with Licensee to secure a mutually agreeable alternative location for a new License Area. Licensee shall have the right to deploy and operate a temporary cell site in a mutually agreeable location in the vicinity of a damaged City Pole licensed to Licensee from the date of the damage until such time that Licensee re-commences full on-air operation of its Wireless Installation from the repaired or replaced City Pole, or no later than sixty (60) calendar days after a mutually agreeable alternative City Pole location has been selected. Upon commencement of full on-air operation of the Wireless Installation at the new mutually agreeable alternative location, this new alternative location shall be the new License Area associated with the affected Pole License, with Licensee losing all rights to the prior License Area.

6.4.2. Damage to City Pole Causing Imminent Threat of Harm. If any City Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the City may cause the City Pole to be removed to the side of the street or a location that City believes reasonably eliminates the risk of such imminent threat of harm to persons or property. Under such circumstances, the City retains sole discretion over whether to repair or replace the damaged City Pole. Licensee may, at its sole discretion, after written notice from the City that any City Pole has been damaged or removed and may be replaced, cause the City Pole to be repaired or replaced in the same manner as outlined in Section 6.4.1 above. If the City Pole is damaged or destroyed by the City or a third party user that the City has given the right to use the City Pole, then the City and/or its third party user shall pay the cost to repair and/or replace the City Pole. To the extent that Licensee seeks reimbursement from a third party either directly or through applicable insurance, the City shall assign to Licensee any rights the City may have against such third party for such claim.

6.5 Improvement Requirements.

6.5.1. Cost of labor or materials. Licensee shall pay, when due, all claims for labor or materials furnished to or for Licensee at or for use on the License Area. Licensee agrees that it will not, directly or indirectly, create, incur, assume or suffer to exist any lien, mechanics, materialman or other, with respect to any License Area or other City property or facility resulting from any work performed by Licensee or on its behalf pursuant to this Master License or any act or claim against it or any of its contractors, agents, or customers, and will, at its sole expense, promptly take any action as may be necessary to discharge any such lien, including bonding such lien, in all events within thirty (30) days of first being notified in writing of its existence by the City.

6.5.2. Worker qualifications. Each Party shall ensure that each and every one of its workers and, to the extent that either may employ agents or contractors, their workers, are adequately trained and skilled to access the License Areas in accordance with all applicable industry and governmental standards and regulations. The City may deny access to License Areas to any such worker who is not so qualified, or does not act in a safe and professional manner when accessing any License Area. In such event, Licensee shall take such reasonable and necessary action so as to ensure that such worker does not continue to access the License Area on Licensee's behalf, until and unless such worker is qualified to City's reasonable satisfaction. In no event, however, shall a Party be liable or otherwise responsible for the competence or conduct of the other Party's workers or those of the other Party's agents or contractors.

6.5.3. Standard of Work. Subject to Section 5.1 (Permitted Uses) above, Licensee must install and perform all other work on its Equipment in strict compliance with Approved Plans (as defined in Section 6.6 (Installation As Approved) below) diligently and in a skillful and workmanlike manner. Licensee must use qualified and properly trained persons and appropriately licensed contractors in conformance with Section 18.2 (Personnel Safety Training) for all work conducted by or on behalf of Licensee on the License Area. Except as otherwise authorized in Section 6.14, no later than twenty (20) calendar days before commencing installation or any other work on any License Area, Licensee shall provide the City with: (a) a schedule of all activities which Licensee intends to undertake; and (b) a list of the names, places of business, and license numbers of all contractors who will perform the work. After performing any work on the License Area, Licensee shall leave it and other City Property in a condition as good as it was before the work.

6.5.4. Before construction of any improvements are commenced on License Area, and before any building materials have been delivered to License Area by Licensee or its agents, Licensee shall comply with the following conditions or procure City's written waiver of the conditions specified:

6.5.4.1. Protection of Adjacent Property, Indemnity of the City. Licensee shall protect the City Property and adjacent property against damage resulting from the performance of work undertaken by Licensee or Licensee's agents, employees, contractors (excluding any damage caused by the active negligence or the willful act or omission of City, its employees, agents or contractors), and shall indemnify the City against all liability arising out of the performance of the work or the furnishing of labor, services, materials, supplies, equipment, or power (excluding any damage caused by the active negligence or the willful act or omission of City, its employees, agents or contractors).

6.5.4.2. Insurance. Licensee shall maintain insurance coverage in conformance with Section 7.2 (Insurance). City may require any third party(ies) contractor performing work at the License Area to maintain workers' compensation insurance at contractor's sole cost and expense at all times when any work is in process and shall otherwise conform to the requirements of this Master License with respect to Section 7.2 (Insurance).

6.5.4.3. Timing of Installation. Licensee shall not commence installation of Equipment on the License Area until the City has issued to Licensee the applicable Encroachment Permit to install the Wireless Installation. When installing Equipment, Licensee must strictly comply with Approved Plans as originally approved, or, if applicable, as amended or corrected, except as otherwise provided in Section 5.1 (Permitted Uses). Licensee shall paint and properly maintain all Equipment as required under the Wireless Permit. If required by the Public Services Director, and consistent with the Approved Plans, Licensee shall paint the entirety of existing City Poles or any new Poles on which Licensee is attaching Equipment. If necessary, Licensee must use custom matching paint to ensure a high quality of consistency in paint texture and appearance.

6.5.5. Final Inspection. Licensee shall not provide service to its customers from Licensee's Equipment installed pursuant to a Wireless Permit or Pole License issued to Licensee without receiving a final inspection of Licensee's Equipment from the City. Said inspection shall be completed by City within ten (10) days following the submittal to the City of a written request for final inspection from Licensee.

6.5.6. "As Built" Plans. Upon completion of the installation of any Licensee's Equipment, Licensee shall give City notice of all changes in the plans and specifications made during the course of the work and at the same time deliver to City "as built" drawings (hard and electronic copies) accurately reflecting all changes within thirty (30) days following the later to occur of (a) Licensee's completion of work for the Wireless Installation and (b) Licensee's receipt of City's final sign-off (i.e., approval of the work for the Wireless Installation), provided that no changes or modifications to the Wireless Installation that varies from the Approved Plans shall be made without the City's prior approval, except as allowed in Section 5.1 (Permitted Uses).

6.6 Installation As Approved. Licensee must submit its plans and specifications for the City's review as **Exhibit A-2** to its Pole License application. Plans and specifications must cover all Equipment, including signage required or permitted under Subsection 6.6.1 (Identification and Signage). Licensee's plans and specifications and any Equipment installed, if authorized, shall comply with the minimum requirements of the Wireless Permit in effect at the time of application for the Pole License. Licensee expressly agrees that these minimum requirements are an exercise of the City's proprietary interests as the owner of the City Poles and are not an exercise of the City's regulatory authority. Subject to the terms and conditions set forth in Section 5.1 (Permitted Uses), Licensee is authorized to install Equipment at the License Area covered by the Pole License only in strict compliance with the plans and specifications approved by the City and, if applicable, in Wireless Permits ("**Approved Plans**"). Licensee may only install Equipment designs that are the same as the approved Wireless Permit, except as allowed in Section 5.1 (Permitted Uses). The Equipment shall have identifying information on it including emergency contact numbers. No advertising may be placed on any Equipment.

6.6.1 Identification and Signage. Licensee shall place one identification plate in size, material,

form, and substance strictly complying with the approved Wireless Permit on its Equipment at each Pole location. The plates shall include Licensee's corporate name and the telephone number at which Licensee's on-call representative listed in the Pole License can be reached. If Licensee's on-call representative changes, Licensee must provide notice to the City of the new contact information and replace all identification plates. Licensee may also place signage on Licensee's Equipment that contains information and disclosures required by the FCC. Replacement of Licensee's signage will be considered maintenance subject to Section 6.14 (Licensee Access). If required by PG&E, one additional identification plate shall be placed on Licensee's electrical meter box.

6.6.2 No Alteration of City's Existing Equipment or Infrastructure. Licensee shall not remove, damage, or alter in any way any City Property, including City Poles and supporting infrastructure, pull boxes, electrical equipment, wiring, conduits, and electrical vaults (collectively, "**City Infrastructure**"), without the express permission of the Public Services Director.

6.6.3 Coordination of Work. Licensee shall be responsible for coordination of its installation work to avoid any interference with existing utilities, substructures, facilities, or street light operations. Licensee shall be the City's point of contact for all Equipment installation and except in case of emergency, all communications concerning all engineering, construction, and installation issues relating to the Equipment.

6.6.4 Installation; Parking Regulations. During installation, alteration, repair, and maintenance of Equipment, Licensee must abide by all City construction regulations, including, but not limited to construction hours, waste management, noise abatement, and traffic management ordinances and regulations. Licensee must pay all parking fees and citation fines incurred by Licensee and its contractors for vehicle parking. The City will not pay or void any citations or reimburse Licensee for traffic citations or fines.

6.6.5 Conduits and Pull Boxes. The City understands that Licensee's Equipment on the License Area may include conduits. By entering into this Master License, Licensee agrees that if it proposes the installation of conduits in a License Area, then Licensee shall have an obligation to engage in good faith negotiations for the installation of additional conduit for the exclusive use of the City for municipal use. Nothing in this Master License requires Licensee or the City to reach agreement on the terms of such installation, which may include any financial or in-kind obligations of City for said installation of conduit.

6.7 Make-Ready Costs. Licensee shall be responsible for all costs necessary to replace and/or otherwise prepare the License Area for the Wireless Installation ("**Make-Ready Costs**").

6.8 Encroachment Permit and Other Facility Permit. Subject to the conditions herein, Licensee shall submit to City an application for an encroachment permit ("**Encroachment Permit**") pursuant to Chapter 12.04 of the Rocklin Municipal Code, or any successor chapter, and any other Wireless Permit requirement that may be in effect at the time of application for a Pole License, to enter upon the right-of-way and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace the Equipment on License Areas for the purposes of providing telecommunications services. City reserves the right to deny any application for an Encroachment Permit for the installation of any Equipment to License Area at the sole discretion of the Public Services Director for any of the reasons defined in Section 3.3.1 and as authorized under Rocklin Municipal Code Section 12.04.080, or

any successor statute. Notwithstanding the foregoing, in the event of an emergency, which shall be deemed to include any outage or failure of Licensee's Wireless Installations, Licensee shall contact the Public Services Director who may waive some or all of these or other related requirements, as appropriate, as soon as reasonably practicable in light of the emergency circumstances. Licensee agrees to abide by reasonable decisions made by the Public Services Director regarding Equipment placement.

6.9 Replacement Pole. If Licensee selects a City Pole that is structurally inadequate to accommodate its Equipment, Licensee may at its sole cost and expense, and at the discretion of the Public Services Director, replace the City Pole (a "**Replacement Pole**") with one that is acceptable to and approved by the City and dedicate such Replacement Pole to the City.

6.10 No Interference. Licensee shall not interfere in any manner with the existence and operation of any public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the City, electroliers, cable television equipment or infrastructure, location monitoring services, public safety, and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Master License. Notwithstanding the foregoing, the City agrees that the City and/or any other tenants, licensees, or users of the public right-of-way who currently have or in the future take possession of space within the public right-of-way adjacent to any of Licensee's Equipment will be permitted to install only Equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing Equipment of Licensee. Licensee shall act reasonably to accommodate future providers so that the public right-of-way may be used by additional providers.

6.11 Use of City Electrical Infrastructure. Licensee shall not use City's electricity to power its Equipment, but may connect to any existing power supply, conduit, or other form of City Infrastructure to provide electricity to a cutoff switch which shall connect to a smart meter on the same City Pole where the Equipment will be installed to power Licensee's Equipment. The cutoff switch shall be provided according to local utility requirements which will allow a shutdown of power to the Equipment in case of emergencies. Licensee shall timely pay all of its separate electricity costs directly to the Pacific Gas and Electric Company ("**PG&E**") or any successor electric service provider. If the City determines that the existing power supply, conduit, or other form of City Infrastructure is not capable of providing the additional electrical service necessary to power Licensee's Equipment, the City shall, in its sole discretion, either: (1) allow Licensee to upgrade the existing power supply, conduit, or other form of City Infrastructure as necessary to provide sufficient electrical service for Licensee's use of the City Pole pursuant to a Pole License, at Licensee's sole expense; or (2) work cooperatively with Licensee to identify an alternate City Pole location where the City would be willing to allow Licensee to utilize, and which provides comparable wireless service coverage and performance acceptable to Licensee. Licensee shall also have the right, at Licensee's cost, to replace any existing lighting on a City Pole with LED or other energy saving lighting designs reasonably approved by City.

6.12 Commencement of Installation and Operation. Licensee shall commence installation of its initial Equipment no later than one (1) year after the full execution of the Pole License and City's issuance of all applicable Wireless Permits. Licensee shall commence operation of its Equipment no later than six (6) months after Licensee commences installation, excepting delays due to any event of force majeure as

set forth in Section 8.2 (Force Majeure) below. Subject to the notice and cure provisions provided to Licensee in Section 13.1.1, failure by Licensee to commence installation of its initial Equipment, or commence operation of its Equipment as provided above shall afford City the right to terminate the applicable Pole License upon written notice to Licensee.

6.13 City Access. The City or its agents may enter onto License Areas at all reasonable times during the ML Term to determine whether Licensee is complying with the terms and conditions of this Master License or the applicable Pole License, or for any other purpose incidental to rights of the City.

6.14 Licensee Access. Upon issuance of a Pole License and an initial Encroachment Permit for a License Area, City grants Licensee reasonable foot or climbing access to the License Areas. Access shall be available to Licensee, Licensee's employees and invitees, during normal business hours Monday through Friday from 8 a.m. to 5 p.m. upon reasonable notice to City, except if an emergency occurs, which shall be deemed to include any outage or failure of Licensee's Equipment. In the event of an emergency, which shall be deemed to include any outage or failure of Licensee's Equipment, Licensee's reasonable foot or climbing access hours shall be unlimited. Any additional access may require an Encroachment Permit unless otherwise approved by the Public Services Director pursuant to Section 6.8. The Parties anticipate that after installation of the Equipment is completed that Licensee shall require reasonable access once every month for the purpose of ordinary tuning of Licensee's Equipment and appropriate maintenance of the Equipment. As a part of this Master License, City's issuance of a Pole License and an initial Encroachment Permit grants to Licensee reasonable access to the area adjacent to the License Area upon ten (10) days' notice to the City for the purposes of installing or maintaining the Equipment. Licensee acknowledges that other licensees may also have rights to access the City Poles, and that if multiple licensees request simultaneous access, the City may have to delay Licensee's access to the License Area to accommodate others or vice versa, with priority given to any licensee that is in an emergency at that License Area. Maintenance activities which require the use of equipment or vehicles which have the potential to materially disrupt the public's use of City right-of-way may require an Encroachment Permit at the discretion of the Public Services Director.

6.15 Licensee Access during Security Alert. During times of high security alert by the Homeland Security Advisory System, Licensee must obtain City's consent to access the License Area.

6.16 Relocation and Displacement of Equipment.

6.16.1 From time to time, City may require Licensee to relocate its Equipment. Upon one-hundred twenty (120) calendar days written notice from City to Licensee, Licensee shall relocate such Equipment at Licensee's sole cost and expense when City reasonably determines that the Equipment relocation is necessary for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a City or other public agency or private development project; (b) because the Equipment is interfering with or adversely affecting proper operation of City Poles, traffic signals, communications, or other municipal facilities; or (c) to protect or preserve the public health or safety. City shall use reasonable efforts to provide Licensee with a reasonably equivalent alternate location for its Equipment. If Licensee fails to relocate any Equipment as requested by the City in accordance with this provision, City shall be entitled to remove or relocate the Equipment at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall pay to the City the actual costs and expenses incurred by the City in performing any such Equipment removal

work and any storage of Licensee's Equipment after removal within forty-five (45) days of receipt of City's written demand for such payment accompanied by reasonable substantiation of such costs and expenses. If the City Pole is damaged or downed for any reason, and as a result is not able to hold the Equipment safely, City will have no obligation to repair or replace the City Pole for the use of Licensee's Equipment, except to the extent the City Pole is damaged or downed by the actions of City or any of its agents, employees or contractors. Licensee shall otherwise bear all risk of loss because of damaged or downed City Poles and may choose to replace City Poles pursuant to the provisions of Section 6.4.

6.16.2 Emergencies. Notwithstanding the foregoing, in the event of an emergency, any situation that is dangerous to life or property, or the need to provide prompt service to maintain public safety (each, an "**Imminent Circumstance**"), City may itself use the kill switch to eliminate all power to Licensee's Equipment, in order to maintain, replace, remove or relocate those Poles affected by such Imminent Circumstance. In such a case, the City shall have no obligation to reimburse Licensee for any costs so incurred by Licensee as a result of the Imminent Circumstance. In the event of an Imminent Circumstance, City shall notify Licensee as soon as practicable, but in no event later than twenty-four (24) hours after the Imminent Circumstance.

6.17 Damages Caused by Licensee. Licensee shall, at its sole cost and expense and to the reasonable satisfaction of the City: (a) remove, repair or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to public right-of-way, City Property or other property, whether public or private, caused by Licensee, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of its Equipment. If Licensee does not so remove, repair or replace such damage to its Equipment or to the public right-of-way, City Property or other property, then City shall, subject to the notice and cure provisions in Section 13.1.1, have the option to perform or cause to be performed such removal, repair, or replacement on behalf of Licensee and shall charge Licensee for the actual costs incurred by the City. If such damage causes a public health or safety emergency, as reasonably determined by the City, then City may immediately perform reasonable and necessary repair or removal work on behalf of Licensee and will notify Licensee as soon as practicable; but only to the extent that such repair work involves reattachment of Licensee's Equipment to a City Pole, or the repair/replacement of the City Pole itself, and shall not include any technical work on Licensee's Equipment. Upon Licensee's receipt of a written demand for payment from the City accompanied by reasonable substantiation of City's actual and reasonable costs in undertaking any such repair, removal and/or replacement work, Licensee shall within forty-five (45) calendar days of such receipt, reimburse the City for such costs. The terms of this provision shall survive the expiration, completion, or earlier termination of this Master License.

6.18 Bond Requirement. Licensee shall provide a bond to City, in the amount of two thousand dollars (\$2,000) per License Area upon which Equipment is installed to protect City in that event that Licensee fails to remove its Equipment upon termination of the Pole License or as required by this Master License. Licensee may alternatively meet this bonding requirement by providing a "lump-sum" bond to City in the amount of fifty thousand dollars (\$50,000) to cover up to 200 License Areas issued under this Master License. The bonding company shall be a United States based entity with legal rights to issue bonds in the State of California. The bond forms shall be in a form reasonably approved by the City Attorney. City reserves the right to increase the bond amount according to the reasonable determination of the Public Services Director on an annual basis beginning from the applicable PL Commencement Date.

ARTICLE 7

Indemnity, Insurance and Liens

7.1 Indemnity. This Master License is made upon the express condition that Licensee shall indemnify, hold harmless, and defend City and its officers, agents and employees against any suits, claims or actions arising out of Licensee's use of License Areas or from any act permitted, or any omission to act, in or about the License Areas or City Property by Licensee or its agents, employees, contractors or invited guests, including, but not limited to, any injury or injuries to, or death or deaths of, persons or property that may occur, or that may be alleged to have occurred from any cause or causes whatsoever, while in, upon, about or in any way connected with License Areas during the ML Term, or during any holdover tenancy thereof (all except to the extent caused by the active negligence or willful misconduct of City, its employees, contractors or agents). Licensee agrees to defend any actions, suits or claims and pay all reasonable charges of attorneys and all other costs and expenses arising therefrom. If any judgment is rendered against the City or any of the City's agents, employees or contractors in any action which Licensee is obligated to indemnify, hold harmless and defend pursuant to this Section 7.1 (Indemnity) (except to the extent the judgment arises from the active negligence or willful misconduct of the City, its employees, contractors or agents), Licensee shall, at its expense, satisfy and discharge same. In no event will either Party be liable to the other Party for punitive damages.

7.2 Insurance. At all times during the ML Term, Licensee shall obtain and maintain, and require its contractors to obtain and maintain the following policies of insurance:

7.2.1 Minimum Scope and Limit of Insurance.

7.2.1.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of \$2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.

7.2.1.2 Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit of \$1,000,000 per accident for bodily injury and property damage.

7.2.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, policy limit.

7.2.1.4 Self-Insurance. Notwithstanding the foregoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Master License.

7.2.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.2.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be included as additional insureds on the CGL policy with respect to liability caused, in whole or in part, by work or operations performed by or on behalf of the Licensee including materials, parts, or equipment

furnished in connection with such work or operations under this Master License. General liability coverage can be provided in the form of an endorsement to Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

7.2.2.2 Primary Coverage. For any claims related to this Master License, Licensee's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 or its equivalent as respects the City, its officers, officials, employees, or volunteers, and shall be excess of Licensee's insurance and shall not contribute to it.

7.2.2.3 Notice of Cancellation. Licensee shall provide City at least 30 days written notice of cancellation or nonrenewal of any required coverage that is not replaced.

7.2.2.4 Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.2.5 Self-Insured Retentions. Self-insured retentions must be declared to the City. The City may require Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7.2.2.6 Acceptability of Insurers. Insurance is to be placed with insurers eligible to conduct business in the state with a current A.M. Best's rating of no less than A-:VII.

7.2.2.7 Claims Made Policies. If any of the required policies provide coverage on a claims made basis: (i) The Retroactive Date must be shown and must be before the ML Commencement Date; (ii) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after termination of this Master License; (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the ML Commencement Date, then Licensee must purchase "extended reporting" coverage for a minimum of three (3) years after termination of this Master License.

7.2.2.8 Verification of Coverage. Licensee shall furnish the City with original Certificate of Insurance including all required amendatory endorsements before issuance of Pole Licenses. However, failure to obtain the required documents prior to the issuance of Pole Licenses shall not waive Licensee's obligation to provide them.

7.2.2.9 Contractors. Licensee shall endeavor to require and verify that all contractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that City is an additional insured on insurance required from contractors.

7.2.2.10 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances once per three (3) years with 60 days written notice to Licensee.

7.2.3 No limitation on liabilities. Licensee's compliance with this Master License to maintain insurance in the amount and coverage required under this Master License shall neither limit Licensee's liabilities nor relieve Licensee of any obligations under this Master License. Failure to obtain the insurance coverage required by this Master License shall in no way relieve or limit Licensee's obligations and liabilities under any provisions of this Master License.

7.2.4 Responsibility for compliance. Licensee shall bear full responsibility for ensuring that its agents, contractors, and subcontractors are in compliance with the requirements of this Section 7.2 (Insurance) before they perform any work for Licensee in connection with this Master License and at all times during the ML Term.

7.2.5 Survival upon termination. Upon the termination of this Master License, Licensee shall maintain, and require to be maintained, all of the insurance specified above until the later of ninety (90) days after the date of termination of this Master License or the completion of all post-termination or expiration activities of Licensee.

7.3 Liens. Licensee shall keep the License Area and other City Property free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Licensee. Licensee shall inform each and every contractor and material supplier that provides any work, service, equipment, or material to Licensee in any way connected with Licensee's use of the License Area that the License Area is public property and is not subject to mechanics' liens or stop notices for Equipment, other materials, or services provided for Licensee's Equipment. If Licensee does not cause the release or bond of any such mechanic's lien or stop notice by any contractor, service provider, or equipment or material supplier purporting to attach to the License Area or other City Property as a result of work performed, material furnished, or obligations incurred on behalf of Licensee within 60 days after receipt of written notice of the lien, the City will have the right, but not the obligation, to cause the same to be bonded at Licensee's cost. Licensee must reimburse the City for all expenses it incurs in connection with any such lien (including reasonable attorneys' fees) within forty-five (45) days following receipt of the City's written demand, together with reasonable evidence of the City's expenses. Licensee shall give the City at least ten (10) days' prior notice of commencement of any construction or installation on any part of the License Area except for minor and routine repair and maintenance of Licensee's Equipment. Licensee shall not create, permit, or suffer any other encumbrances affecting any portion of the License Area and other City Property.

ARTICLE 8

Damage, Destruction and Termination

8.1 Non-termination and Non-abatement. Except as provided herein, no destruction or damage to the License Area by fire, windstorm or other casualty, whether insured or uninsured, shall entitle Licensee to terminate a Pole License or this Master License, unless License Areas are rendered unusable for the Equipment. If a License Area is rendered unusable, City shall cooperate with Licensee to secure a mutually agreeable alternative location for a new License Area. If a mutually agreeable alternative location cannot be identified, Licensee shall have the right to terminate the applicable Pole License.

8.2 Force Majeure. Prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of

God, inability to obtain labor, materials or reasonable substitutes, governmental restrictions, governmental regulation, governmental controls, judicial orders, enemy, or hostile governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Licensee, shall excuse the performance under this Master License or any Pole License issued pursuant to this Master License by Licensee for a period equal to the prevention, delay or stoppage, except the obligations imposed with regard to License Fees to be paid by Licensee pursuant to this Master License. In the event any work performed by Licensee or Licensee's contractor's directly results in a strike, lockout, and/or labor dispute, the strike, lockout, and/or labor dispute shall not excuse the performance by Licensee of the provisions of this Master License.

8.3 Waiver. City and Licensee waive the provisions of any statutes, which relate to termination of licenses when licensed property is destroyed and agree that such event shall be governed by the terms of this Master License.

ARTICLE 9

Taxes

9.1 Personal Property. Licensee shall pay prior to delinquency all taxes, license fees, and public charges assessed or levied against Licensee or Licensee's estate in this Master License or Licensee's improvements, trade fixtures, furnishings, equipment and other personal property.

9.2 Real Property. Licensee shall pay Licensee's share of all real property taxes (as defined in Section 9.3 below) attributable to Licensee's Wireless Installation which become due and payable to City prior to the delinquency, provided that the City furnishes to Licensee a copy of such assessment including documentation reasonably supporting the City's determination that Licensee is liable for such assessment hereunder. Licensee's liability to pay real property taxes may be prorated based on a three hundred sixty-five (365) day year to account for any fraction or portion of a tax year included in the PL Term at the commencement or end of the Pole License, when appropriate. Licensee is not responsible for taxes related to License Fees to City under this Master License. Licensee specifically acknowledges it is familiar with Section 107.6 of the California Revenue and Taxation Code and realizes that a possessory interest subject to property taxes may be created, agrees to pay any tax, and waives any rights Licensee may have under Revenue and Taxation Code 107.6.

9.3 Definition. The term "real property taxes" as used herein shall mean:

9.3.1 All taxes, assessments, levies and other charges, general and special, foreseen and unforeseen, now or hereafter imposed by any governmental or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed against or with respect to (i) value, occupancy, use or possession of License Areas and/or the improvements, (ii) any improvements, fixtures, equipment and other real or personal property of Licensee that are an integral part of License Areas, (iii) use of License Areas, improvements, public utilities, or energy within City;

9.3.2 All charges, levies, or fees imposed by reason of environmental regulation or other governmental control of License Areas and/or the improvements directly related to Licensee's Wireless Installation;

9.3.3 New excise, transaction, sales, privilege, or other taxes now or hereafter imposed upon City as a result of this Master License; and

9.3.4 All costs and fees (including attorneys' fees) incurred by City in contesting any real property taxes and in negotiating with public authorities as to any real property taxes affecting the License Areas only if such contest or negotiation is undertaken at the written direction of Licensee. If at any time during the ML Term, the taxation or assessment of the License Areas and/or the improvements prevailing as of the ML Commencement Date shall be altered, then any tax or charge directly related to Licensee's Wireless Installation, however designated, shall be included within the meaning of the term "real property taxes." If any real property taxes are based upon property or License Fees unrelated to the License Areas and/or the improvements, then only that part of such tax that is directly related and fairly allocable to the License Areas and/or the improvements, as reasonably determined by City, on the basis of the assessor's worksheets or other available information, shall be included within the meaning of the term "real property taxes." The City shall provide Licensee with documentation showing the basis of its determination before Licensee shall be come liable for any allocated taxes hereunder. The City shall reasonably cooperate with Licensee in contesting any tax liability that is alleged to be due from Licensee hereunder. Any such contest will be undertaken at Licensee's sole expense with the benefits of any such contest accruing to Licensee.

ARTICLE 10

Utilities

10.1 Licensee shall pay for all power, telephone, and other utilities and services supplied to Licensee's improvements or Equipment, together with any taxes imposed on same.

ARTICLE 11

Signs

11.1 Licensee shall not place any signs upon License Areas without the prior written consent of City, excepting mandatory signage required by this Master License, the FCC, the Occupational Safety and Health Administration ("**OSHA**") or other federal or state agency.

ARTICLE 12

Assignment

12.1 City's Consent Required. Except as specifically provided in Section 12.6 (Permitted Assignment), Licensee shall not directly or indirectly assign any part of its interest in or rights with respect to this Master License or any Pole License issued pursuant to this Master License without the City's prior consent. The City will not unreasonably withhold, condition, or delay its consent to an assignment.

12.2 Notice of Proposed Assignment. This Section 12.2 shall apply to all assignments other than Permitted Assignments under Section 12.6 (Permitted Assignment). If Licensee desires to enter into an assignment of this Master License or any Pole License issued under this Master License, Licensee shall give notice (a "**Notice of Proposed Assignment**") to the City, stating in reasonable detail the terms and conditions for such proposed assignment and complete information, including financial statements or

information, business history, and references and other reasonable information about the proposed assignee that the City reasonably needs to make a fully informed decision about Licensee's request and the financial capacity of the proposed assignee to perform the terms and conditions of this Master License from and after the effective date of the assignment. If Licensee does not deliver all reasonable information that the City reasonably requires simultaneously with the Notice of Proposed Assignment, the date of Licensee's delivery of notice will be deemed to have occurred only when it has delivered any reasonable additional information the City requests of Licensee in writing.

12.3 City Response.

12.3.1 Timing. The City will grant or deny any request for consent to an assignment within 30 days after the City's receipt or deemed receipt, if delayed under Section 12.2 (Notice of Proposed Assignment), of the Notice of Proposed Assignment (the "**Assignment Response Period**"). If the City consents to the proposed assignment, then Licensee will have 180 days following the date the City delivers its consent notice to Licensee to complete the proposed assignment. As a condition of the City's consent, the City shall be entitled to seventy-five percent (75%) of the amount actually paid by the assignee to the assignor as additional License Fees ("**Bonus License Fee**") under any such assignment. The City shall be entitled to review Licensee's books and records relating to the Bonus License Fee, provided that the City agrees in writing to keep the information in such books and records confidential, to the extent permitted by Laws, with the agreement to be in a form of commercially reasonable confidentiality agreement.

12.3.2 Effect of Default. Licensee acknowledges that it is reasonable for the City to refuse to consent to a proposed assignment during any period during which any monetary or other material event of default by Licensee is uncured beyond all applicable notice and cure periods under this Master License.

12.4 Effect of Assignment. Any assignment that is not in compliance with this Article 12 will be voidable at the option of the City and shall allow the City to declare a material default by Licensee under this Master License, provided that Licensee shall have thirty (30) days following Licensee's receipt of written notice of such default from City to cure same. Except for a Permitted Assignment as provided in Section 12.6 (Permitted Assignment), the City's acceptance of any License Fee, Additional Fee, or other payments from a proposed Assignee will not be deemed to be the City's consent to a proposed assignment, recognition of any assignee, or waiver of any failure of Licensee or other transferor to comply with this Article 12.

12.5 Assumption by Assignee. Each assignee shall assume all obligations of Licensee under this Master License and each assigned Pole License from and after the effective date of the assignment.

12.5.1 Except for a Permitted Assignment as provided in Section 12.6 (Permitted Assignment), no assignment will be binding on the City unless Licensee or the assignee delivers to the City evidence reasonably satisfactory to the City that the assignee has obtained all Wireless Permits required to operate as a wireless telecommunications service provider on the assigned Pole License(s), a copy of the assignment agreement in recordable form which confirms that the assignee has expressly assumed all of the obligations of Licensee in and to the Master License from and after the effective date of the assignment. However, the failure or refusal of an assignee to execute such instrument of assumption will not release such assignee from its liability as set forth in this Section.

12.5.2 Except for a Permitted Assignment as provided in Section 12.6 (Permitted Assignment), Licensee shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed assignment by Licensee, including the costs of investigating the acceptability of the proposed assignee and legal costs incurred in connection with considering any requested consent. The City agrees that its right to reimbursement under this Section during the ML Term will be limited to \$2,000 for each proposed assignment for which consent is required from the City, and such City consent has been requested by Licensee in writing.

12.6 Permitted Assignment.

12.6.1 Defined. The City agrees that Licensee will be permitted to enter into an assignment of this Master License and/or Pole Licenses issued under it (a “**Permitted Assignment**”), without the City’s prior consent but with notice to the City as provided below, to: (i) an affiliate of Licensee; (ii) a subsidiary of Licensee; (iii) an entity that acquires all or substantially all of Licensee’s assets in the market in which the License Area(s) are located (as the market is defined by the FCC); (iv) an entity that acquires Licensee by a change of stock ownership or partnership interest; or (v) an entity controlled by Licensee or that, with Licensee, is under the ultimate common control of a third party. Licensee shall also have the right to sublicense License Areas, or portions thereof, without City’s consent only to an affiliate of Licensee. Licensee shall not have the right to otherwise sublicense a License Area without City’s prior written consent, and shall otherwise be subject to the provisions of Sections 12.1-12.5 above.

12.6.2 Conditions. A Permitted Assignment is subject to the following conditions:

- (a) The assignee uses the License Area only for the permitted uses hereunder and holds all Wireless Permits necessary to lawfully install, operate, and maintain Equipment on the License Area.
- (b) Licensee provides the City with notice within thirty (30) days after the effective date of the Permitted Assignment and stating the contact information for the assignee.
- (c) Licensee is not then in default under this Master License beyond all applicable notice and cure periods.

12.7 The Parties acknowledge that Equipment deployed by Licensee in the License Areas pursuant to this Master License may be owned and/or remotely operated by third-party wireless carrier customer (“**Carrier**”) and installed and maintained by Licensee pursuant to existing agreements between Licensee and a Carrier. Such Equipment shall be treated as Licensee’s Equipment for all purposes under this Master License and any applicable Pole License. A Carrier’s ownership and/or operation of such Equipment shall not constitute an assignment under this Master License, provided that Licensee shall not actually or purport to sell, assign, encumber, pledge, or otherwise transfer any part of its interest in the License Area to a Carrier, or otherwise permit any portion of the License Area to be occupied by anyone other than itself, all except as may otherwise be expressly permitted under Article 12 (Assignment) of this Master License. Licensee shall remain solely responsible and liable for the performance of all obligations under this Master License and applicable Pole Licenses with respect to any Equipment owned and/or remotely operated by a Carrier.

ARTICLE 13
Defaults; Remedies; Termination; Condemnation

13.1 Licensee Defaults. The occurrence of any one or more of the following events shall constitute a material default or breach of a Pole License or this Master License by Licensee, as follows:

13.1.1 Licensee Pole License Defaults:

13.1.1.1 The abandonment of the License Area by Licensee as defined by Civil Code §1951.3. City may have a reasonable belief that Licensee has abandoned the License Area pursuant to Civil Code §1951.3 if either: (i) the Equipment has been removed from the License Area for at least sixty (60) consecutive calendar days without notifying the City; or (ii) after initial commencement of its use, the Equipment has been powered off for at least sixty (60) consecutive calendar days, except when due to a force majeure event as set forth in Section 8.2 (Force Majeure) above.

13.1.1.2 The failure by Licensee to make any payment of the License Fee or any other payment required to be made by Licensee hereunder, as and when due, after Licensee's receipt of written notice from City, subject to the notice and cure provisions afforded Licensee in Section 13.1.1.3 below.

13.1.1.3 The failure by Licensee to observe or perform any of the covenants, conditions, or provisions applicable to a Pole License issued under this Master License in any material respect to be observed or performed by Licensee, where the failure shall continue for a period of thirty (30) calendar days after Licensee's receipt of written notice from City; provided, however, that if the nature of Licensee's default is that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commences cure within the thirty (30) calendar day period and thereafter diligently prosecutes the cure to completion.

13.1.2 Licensee Master License Defaults:

13.1.2.1 The failure by Licensee to observe or perform any of the covenants, conditions, or provisions of Sections 7.1, 7.2, 18.2.2, and 20.14 of this Master License in any material respect to be observed or performed by Licensee, where the failure shall continue for a period of thirty (30) calendar days after written notice from City to Licensee; provided, however, that if the nature of Licensee's default is that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commences cure within the thirty (30) calendar day period and thereafter diligently prosecutes the cure to completion. In the event City and Licensee disagree as to whether Licensee is in default, the Parties shall meet and confer to attempt to resolve the dispute for a period not to exceed thirty (30) days. The cure period shall be stayed during the pendency of the meet and confer period.

13.1.2.2 The making by Licensee of any general arrangement or assignment for the benefit of creditors; Licensee's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Licensee, it is dismissed within ninety (90) calendar days); the appointment of a bankruptcy trustee or receiver to take possession of all or substantially all

of Licensee's assets located at or on the License Area or of Licensee's interest in this Master License where possession is not restored to Licensee within ninety (90) calendar days; or the attachment, execution or other judicial seizure of all or substantially all of Licensee's assets located at the License Areas or of Licensee's interest in this Master License, where seizure is not discharged within ninety (90) calendar days.

13.2 City Remedies for Uncured Licensee Defaults of Pole Licenses.

13.2.1 In the event any default remains uncured by Licensee following the expiration of the applicable notice and cure period afforded to Licensee under this Master License or applicable Laws, City may at any time thereafter, and without limiting City in the exercise of any right or remedy which City may have by reason of default or breach:

13.2.1.1 Terminate each Pole License to which the uncured Licensee default pertains and Licensee's right to possession of the License Area pertaining to each such Pole License by any lawful means, in which case the Pole License shall terminate and Licensee shall surrender possession of License Areas and improvements to City pertaining to such terminated Pole Licenses in accordance with the terms and conditions set forth in this Master License. In that event, City shall be entitled to recover from Licensee all damages incurred by City by reason of Licensee's default including, but not limited to, the cost of recovering possession of the License Areas, expenses of reletting, including if necessary, removal of improvements and restoration/replacement of the License Areas, reasonable attorneys' fees, the worth at the time of the award of the unpaid License Fee that had been earned at the time of termination of the Pole License, and the worth at the time of award of the amount by which the unpaid License Fee for the balance of the PL Term, after the time of such award exceeds the amount of License Fee loss for the same period that Licensee proves could be reasonably avoided;

13.2.1.2 Maintain Licensee's right to possession, in which case the Pole License shall continue in effect whether or not Licensee shall have abandoned the License Area. In that event, City shall be entitled to enforce all of City's rights and remedies under this Master License, including the right to recover License Fees as they become due; and

13.2.1.3 Default Fees. Without limiting the City's other rights and remedies under this Master License, the City may require Licensee to pay Additional Fees for the City's administrative costs in providing notice or performing inspections for the events described below (each, a "**Default Fee**"), by giving written notice of the City's demand that Licensee cure the default and specifying the cure period set forth in this Master License. A Default Fee in the amount of \$250.00 for the initial written notice from the City will be due and payable to the City forty-five (45) days after Licensee's receipt of the written notice. In addition, if Licensee fails to cure the condition within the cure period set forth in this Master License, and the City then delivers to Licensee a follow-up written notice requesting compliance, then a Default Fee in the amount of \$500.00 for the follow-up notice will be due and payable to the City forty-five (45) days after Licensee's receipt of the written follow-up notice to Licensee. Once the City has accepted a Default Fee for a particular violation, which it is not in any way obligated to do, the City shall be prohibited from pursuing any other remedies for such violation. Default Fees will apply to any of the following events:

- (a) To the extent that City's approval is required under this Master License, Licensee

constructs or installs any alteration or improvement without the City's prior approval as required by Article 3 (Pole License Approvals), Section 6.5 (Improvement Requirements), or Section 6.6 (Installation As Approved) of this Master License.

(b) Licensee fails to make repairs required by Article 6 (Installation, Maintenance, Repairs and Alterations) on a timely basis, provided that Licensee shall have at least as much time as may be provided in Article 6 to make any such required repairs.

(c) Licensee fails to notify the City before accessing the License Area for the initial installation of the Equipment, or to follow the plan approval procedures as set forth in Section 6.6 (Installation As Approved).

(d) Licensee fails to provide evidence of the required bonds and insurance coverage as may be required in Section 6.18 (Bond Requirements) and Section 7.2 (Insurance), respectively, on a timely basis, provided that Licensee shall have at least as much time as may be provided in Section 6.18 (Bond Requirements) and Section 7.2 (Insurance), respectively, to provide any such required evidence.

13.2.1.4 Pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California.

13.2.2 Except as otherwise provided in this Master License or by applicable Laws, City may terminate any Pole License for cause upon giving notice and an opportunity to cure pursuant to the notice and cure provisions afforded to Licensee in Section 13.1.1 if any of the following occur:

13.2.2.1 Any Pole License if the City Council makes a finding supported by empirical evidence that the Equipment poses an imminent threat to public health or safety;

13.2.2.2 Any Pole License if Licensee loses or fails to satisfy any condition of any Wireless Permit required by City necessary for operation of License Area as a location for the Equipment;
or

13.2.2.3 At any time that Licensee ceases to operate as a provider of telecommunications services under Federal law, the City shall, subject to the notice and cure provisions afforded Licensee in Section 13.1.1, have the option, in its sole discretion, to terminate any and all Pole Licenses and to require the removal of Licensee's Equipment from the License Areas in accordance with the terms and conditions set forth in this Master License, including the cost of any site remediation, at no cost to the City, without any liability to Licensee related directly or indirectly to such termination.

13.3 City Remedy for Uncured Default of Master License. If Licensee's uncured default under the Pole Licenses issued under Master License is of such a serious nature in the City's reasonable judgment that the default imminently threatens public health or safety on a majority of the Poles Licenses licensed to Licensee, and the default or the imminent threatened danger to the public is likely to occur again in the future such that the City's Poles are no longer appropriate support structures for the Equipment or the Permitted Use, the City may terminate this Master License in whole or in part. Examples of reasons for termination may include, but are not limited to, malfunctions in the City's streetlights caused by or

attributable to the Equipment and/or structural damage caused to the City Poles such that the City Poles would need to be replaced to be deemed safe. Termination of this Master License in whole will terminate all Pole Licenses issued under it automatically and without the need for any further action by the City. In either case, the City will deliver written notice to Licensee providing 30 days' notice of termination and specify the reason or reasons for the termination of the entire Master License. Licensee shall remove its Equipment from any affected City Pole in compliance with the terms of this Master License. The City will have the right to make any terminated portion of the License Area available for license to other parties as of the effective date of the termination, even if Licensee's Equipment is still on the City Pole.

13.4 No Relief from Forfeiture after Default. Licensee waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure §§1174 and 1179, and any other present or future law, in the event Licensee is evicted or City otherwise lawfully takes possession of the License Areas by reason of any default or breach of this Master License by Licensee.

13.5 City Defaults. The occurrence of any one or more of the following events shall constitute a material default or breach of this Master License or of Pole Licenses issued under this Master License, as the case may be, by City:

13.5.1 The failure by City to observe or perform any of the covenants, conditions, or provisions of this Master License or of Pole Licenses issued under this Master License, as the case may be, in any material respect to be observed or performed by City, where the failure shall continue for a period of thirty (30) calendar days after written notice from Licensee to City, provided, however, that if the nature of the City's default is such that more than thirty (30) calendar days are reasonably required for its cure, then City shall not be deemed to be in default, if City commenced to cure within a thirty (30) calendar day period and thereafter diligently prosecutes such cure to completion.

13.6 City Default and Licensee Remedies.

13.6.1 It shall be a default of this Master License or a Pole License, as the case may be, if City fails to perform any material term or condition of this Master License or a Pole License, as the case may be, and where such failure continues for a period of more than sixty (60) days after receipt of written notice from Licensee of such failure identified with reasonable specificity as to the material term or condition of this Master License or a Pole License, as the case may be, which the City is alleged to have failed to perform. Notwithstanding the foregoing, no default will be deemed to exist if City has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of City against whom the failure to perform has been alleged.

13.6.2 In the event of an uncured default beyond the notice and cure period set forth in Section 13.6.1 above of this Master License or a Pole License, as the case may be, by City, then Licensee's sole remedy for such City uncured default of this Master License or any Pole License issued under it, as the case may be, will be termination of this Master License or Pole License issued under it, as the case may be, and/or an action for damages, subject to Article 14 (Limitation of City's Liability) below.

13.6.3 Except as provided otherwise herein or by applicable Laws, Licensee may terminate this Master License or any Pole Licenses if any of the following occur:

13.6.3.1 Licensee fails to obtain or loses any Wireless Permits necessary for operation of the License Areas as a wireless communications facility upon giving thirty (30) calendar days written notice to City; or

13.6.3.2 Licensee determines, to the reasonable satisfaction of the City and supported by evidence, that the License Area is inappropriate for technological reasons, beyond its control, including but not limited to signal interference upon giving thirty (30) calendar days written notice to City; or

13.6.3.3 For any reason or no reason upon one-hundred eighty (180) days written notice to City.

13.7 Condemnation of License Areas. Should all or part of the License Area be taken by any public or quasi-public agency or entity under the power of eminent domain during the ML Term or any applicable PL Term:

13.7.1 Either City or Licensee may terminate the applicable Pole License(s) by giving the other Party thirty (30) calendar days written notice of termination; and

13.7.2 Any damages and compensation awarded or paid because of the taking shall belong to the City, except for amounts paid to Licensee for moving expenses or for damage to property owned by Licensee.

ARTICLE 14

Limitation of City's Liability

14.1 General Limitation on City's Liability. The City is not responsible or liable to Licensee for, and Licensee hereby waives all claims against the City and its agents, employees and contractors, and releases the City and its agents, employees and contractors from, all claims from any cause (except to the extent caused by the active negligence or willful misconduct of the City or its agents, employees or contractors, or breach of this Master License by City), including acts or omissions of persons using the sidewalk or street adjoining or adjacent to or connected with the License Area; utility interruption; theft; burst, stopped, or leaking water, gas, sewer, or steam pipes; or gas, fire, oil, or electricity in, flood, vehicle collision, or other accidental "knock downs" or similar occurrences on or about the License Area or other City Property.

14.2 Consequential Damages. Notwithstanding any provision of this Master License to the contrary, in no event shall either Party be liable to the other in contract, tort, under any statute, warranty, provision of indemnity or otherwise, for any special, indirect, incidental, or consequential, punitive, or exemplary damages suffered by the other Party, or any customer or third party or any other person, for lost profits or other business interruption damages of that Party's customers, advertisers, users, clients, licensees, or any other person, firm, or entity, and the Parties agree to indemnify, defend and hold each other harmless in such regard.

14.3 No Relocation Assistance. This Master License creates no right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (Cal. Gov. Code §§ 7260 et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 et seq.), or similar Law upon any termination of occupancy except as provided in Section 13.7 (Condemnation of License Areas). To the extent that any relocation law may apply, Licensee waives, releases, and relinquishes forever any and all claims that it may have against the City for any compensation from the City except as specifically provided in this Master License upon termination of its occupancy of all or any part of the License Area.

14.4 Non-Liability of City Officials, Employees, and Agents. No elective or appointive board, commission, member, officer, employee, or other agent of the City will be personally liable to Licensee, its successors, or its assigns, in the event of any default or breach by the City or for any amount which may become due to Licensee, its successors, or its assigns, or for any obligation of the City under this Master License.

ARTICLE 15 **Interest on Past-Due Obligations**

15.1 Except as expressly provided, any overdue amount due to City shall bear interest at the lesser of five percent (5%) per year or the maximum rate allowable by Law from the date due.

ARTICLE 16 **Holding Over**

16.1 If Licensee remains in possession of License Area after the expiration of the PL Term, the occupancy shall be a tenancy from month-to-month. All the obligations of this Master License applicable to Licensee and City shall remain in effect. The monthly fee obligation shall be one-sixth (1/6) of the License Fee in effect at the time of expiration.

ARTICLE 17 **City's Access**

17.1 City's Right of Access. Except as specifically provided otherwise, the City and its designated agents have the right of access to any part of the License Area at any time without notice for any purpose.

17.2 Emergency Access. If safe and practicable, the City will notify Licensee of any emergency that requires the City to remove and replace a City Pole and allow Licensee to remove its Equipment before the City removes or replaces a City Pole in an emergency situation or other exigent circumstances. But if in the City's sole judgment it is not safe or practicable to wait for Licensee to perform the work or where such delay would cause significant delay to or otherwise compromise public safety or services, the City will remove the Equipment from the City Pole, exercising reasonable care to avoid damage. The City will hold the Equipment for retrieval by Licensee, and Licensee will have the right to reinstall the Equipment or equivalent Equipment at Licensee's expense on the repaired or replaced City Pole in accordance with Section 6.5 (Improvement Requirements), or Section 6.6 (Installation As Approved). As provided in Section 6.16.2 (Emergencies), the City's removal of Licensee's Equipment in emergency or exigent

circumstances may not be deemed to be a forcible or unlawful entry into or interference with Licensee's rights to the License Area.

17.3 No Liability for Emergency Access. The City will not be liable in any manner, and Licensee hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the License Area, including the removal of Licensee's Equipment from a City Pole in an emergency as described in Subsection 17.2 (Emergency Access), except to the extent damage resulting directly from the gross negligence or willful misconduct of the City or its agents, employees or contractors and not contributed to by the acts, omissions, or negligence of Licensee, its Agents, or Invitees.

ARTICLE 18

Compliance With Laws

18.1 Current and Future Laws. Licensee shall install, use, and maintain the Equipment in strict compliance with Laws and any conditions to applicable Wireless Permits relating to the use or occupancy of the License Area, including all Laws relating to health and safety and radio signal transmission. Any work or installations made or performed by or on behalf of Licensee or any person or entity claiming through or under Licensee is subject to applicable Laws. The Parties agree that Licensee's obligation to comply with all Laws is a material part of the bargained-for consideration under this Master License, irrespective of the degree to which such compliance may interfere with Licensee's use or enjoyment of the License Area, the likelihood that the Parties contemplated the particular Law involved and whether the Law involved is related to Licensee's particular use of the License Area. No occurrence or situation arising under any current or future Law during the ML Term, whether foreseen or unforeseen and however extraordinary, will relieve Licensee from its obligations under this Master License or give Licensee any right to terminate this Master License or to otherwise seek redress against the City except that Licensee may terminate any Pole License by removing its Equipment and surrendering rights to the License Area if Licensee determines in its judgment that compliance with a future law makes continued use of the Equipment in the License Area undesirable. After termination of any Pole License under this Section, the City will refund the portion of the previously-paid License Fee attributable to the terminated portion of that year on a per-month basis, not counting any partial months.

18.2 Personnel Safety Training.

18.2.1 CPUC Certification. Licensee shall ensure that all persons installing, operating, or maintaining its Equipment are properly trained and licensed to the extent required by the California State Contractors Licensing Board and as required by applicable regulations and rules of the California Public Utilities Commission (the "CPUC"). Licensee shall ensure that these persons are trained in and observe all safety requirements established by the City, the CPUC, and the California Division of Occupational Safety & Health, Department of Industrial Relations, including site orientation, tag-out, lock-out, de-energization rules, ladder and lift restrictions, and track and street right-of-way safety requirements.

18.2.2 Licensee's Indemnity. Except as otherwise specified in this Master License, during any period when Licensee or any agent of Licensee is installing, operating, or maintaining its Equipment, Licensee acknowledges and agrees that the City has delegated control of the License Area to Licensee, which will be solely responsible for any resulting injury or damage to property or persons, except for

injury or damage resulting from the City's or any of its agents', employees' or contractors' negligence, recklessness, or willful misconduct. The City is not a co-employer of any employee of Licensee or any employee of Licensee's agents, and the City will not be liable for any claim of any employee of Licensee or any employee of Licensee's agents, except for claims arising from the City's or any of its agents', employees' or contractors' negligence, recklessness, or willful misconduct. Licensee agrees to indemnify the City fully (as provided in Section 5.6.3 (Hazardous Materials Indemnity) and Section 7.1 (Indemnity)) against any claim brought by any employee of Licensee, any employee of Licensee's agents, or any third party arising from or related to Licensee's access to and use of the License Area and other activities of Licensee or its agents in or around the License Area, except to the extent the claims result from the City's or any of its agents', employees' or contractors' negligence, recklessness, or willful misconduct.

18.2.3 City's Indemnity. Except as otherwise specified in this Master License, during any period when the City or any agent, employee or contractor of the City is installing, operating, or maintaining its Equipment, the City acknowledges and agrees that the City has control of the License Area and will be solely responsible for any resulting injury or damage to property or persons, except for injury or damage resulting from Licensee's or any of its agents', employees' or contractors' negligence, recklessness, or willful misconduct. Licensee is not a co-employer of any employee of the City or any employee of the City's Agents, and Licensee will not be liable for any claim of any employee of the City or any employee of City's agents, except for claims arising from Licensee's or any of its agents', employees' or contractors' negligence, recklessness, or willful misconduct. The City agrees to indemnify, defend and hold harmless Licensee fully against any claim brought by any employee of the City or any employee of the City's agents or any third party arising from or related to the City's access to and use of the License Area and other activities of the City or its agents in or around the License Area, except for injury or damage to the extent resulting from Licensee's or any of its agents', employees' or contractors' negligence, recklessness, or willful misconduct.

18.3 Compliance with CPUC General Order 95. Licensee shall conduct all activities on the License Area in accordance with CPUC General Order 95 and the rules and other requirements enacted by the CPUC under that General Order, as applicable and as amended.

18.4 Compliance with Electric Codes. Licensee shall conduct all activities on the License Area in accordance with the requirements of California Electric Code, National Electric Safety Code IEEE C2 ("NESC"), and any applicable local electrical code, as any of those codes may be applicable or amended. To the extent that CPUC General Order 95 does not address installation of cellular telephone antennas on Poles carrying electrical lines, Licensee shall apply any applicable provisions of the NESC, with particular attention to paragraphs 224, 235C, 235F, 238, 239, and 239H and sections 22, 41, and 44. Where any conflict exists between the NESC, the California Electric Code, any local code, and CPUC General Order 128, the more stringent requirements will apply, as determined by the City.

18.5 City's Exercise of its Proprietary Interests. Licensee acknowledges and agrees that the City is entering into this Master License in its capacity as a property owner with a proprietary interest in the License Area and not as a Regulatory Agency with police powers. Nothing in this Master License limits in any way Licensee's obligation to obtain required Wireless Permits from applicable Regulatory Agencies. By entering into this Master License, the City is in no way modifying or limiting Licensee's obligation to cause the License Area to be used and occupied in accordance with all applicable Laws.

18.6 Regulatory Approvals. Licensee represents and warrants that prior to, and as a condition of, conducting its activities on the License Area, Licensee will acquire all Wireless Permits required for Licensee's use of the License Area. Licensee shall maintain all Wireless Permits for Licensee's permitted uses hereunder on the License Area throughout the PL Term and for as long as any of Licensee's Equipment is installed on any portion of the License Area. Following submission of a Pole License application by Licensee, such Wireless Permits (or written denials explaining with specificity all reasons for such denials) shall be issued by the City within the timeframe allowed by the FCC and all applicable Laws.

18.7 Radiofrequency Radiation and Electromagnetic Fields. Licensee's obligation to comply with all Laws includes all Laws relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the License Area, including all applicable FCC standards, whether such RF or EMF presence or exposure results from Licensee's Equipment alone or from the cumulative effect of Licensee's Equipment added to all other sources on or near the License Area.

18.8 Compliance with City's Risk Management Requirements. Licensee shall not do anything, or permit anything to be done by anyone under Licensee's control, in, on, or about the License Area that would create any unusual fire risk, and shall take commercially reasonable steps to protect the City from any potential liability by reason of Licensee's use of the License Area. Licensee, at Licensee's expense, shall comply with all reasonable rules, orders, regulations, and requirements of the City Manager and City's Risk Manager, provided that all such rules, orders, regulations and requirements are adopted and applied by the City in a uniform and nondiscriminatory manner.

18.9 Prevailing Wages. The services to be provided by Licensee under the Master License or a Pole License may be subject to prevailing wage rate payment as set forth in California Labor Code Section 1771 ("Section 1771"). Accordingly, to the extent that such services are subject to the prevailing wage rate payment requirements set forth in Section 1771, Licensee shall comply with all applicable California Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection with the services to be provided hereunder (collectively, "**Prevailing Wage Policies**"). Within thirty (30) business days following Licensee's receipt of City's written request, Licensee shall make available during Licensee's regular weekday business hours for City's inspection at [LOCATION TBD], copies of Licensee's payroll records that pertain to this Master License or specific Pole Licenses identified in City's written request and are subject to the Prevailing Wage Policies to the City. The City shall also have the right to copy such records, subject to the City's written agreement that the City shall only disclose such records to the extent that the City is required under applicable Laws to make such records available for review by or disclosure to third parties.

Licensee shall defend, indemnify and hold harmless the City and its officers, officials, employees, volunteers, agents and representatives (collectively, "**Indemnitees**") from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs) (collectively, "**Claims**"), arising directly from or in direct connection with Licensee's failure to comply with any Prevailing Wage Policies that apply to the work relating to Licensee's Equipment, including all Claims made by contractors, subcontractors or other third party claimants with whom Licensee has contracted to perform work relating to Licensee's Equipment within

the scope of this indemnity pursuant to Labor Code sections 1726 and 1781, as amended and added by Senate Bill 966.

ARTICLE 19 Easements

19.1 City reserves to itself, the right, from time to time, to grant such easements, rights, and dedications that City deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as the easements, rights, dedications, maps and restrictions do not materially interfere with Licensee's permitted uses set forth in this Master License of the License Areas. Where such grant has the potential to materially interfere with Licensee's permitted uses set forth in this Master License of a License Area, City shall provide Licensee with a reasonable opportunity to review and comment on the proposed grant at least thirty (30) calendar days prior to taking any action on the proposed grant and work with Licensee in good faith to resolve any identified issues. If after said attempt to resolve any identified issues the grant would still materially interfere with Licensee's use of License Area, Licensee may elect to terminate the applicable Pole License if City elects to proceed with any such grant, and upon Licensee's request, City shall cooperate with Licensee to secure a mutually agreeable alternative location for a new License Area. Licensee, upon request of City, shall in good faith cooperate with City to undertake all actions necessary to grant and record such easements, rights, dedications, maps, and restrictions, and failure to do so shall constitute a material default of the applicable Pole License subject to the notice and cure provisions of Section 13.1.1 above.

ARTICLE 20 General Provisions

20.1 Severability. The invalidity of any provision of this Master License as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision.

20.2 Time of Essence. Time is of the essence under this Master License.

20.3 Additional License Fees. Any monetary obligations of Licensee to City under the terms of this Master License shall be deemed to be License Fees and all references herein to "License Fees" shall be deemed to include the License Fee and all other sums paid or payable by Licensee to City.

20.4 Entire Agreement, Modification. This Master License contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding shall be effective. This Master License may be modified in a writing signed by both Parties only.

20.5 No Warranty. Except as otherwise stated in this Master License, Licensee hereby acknowledges that neither the City nor any employees or agents of the City has made any oral or written warranties or representations to Licensee relative to the condition or use by Licensee of the License Area. Licensee assumes all responsibility regarding the Occupational Safety and Health Act, the legal use and adaptability of License Areas, and compliance with all applicable Laws in effect during the ML Term.

20.6 Notices. Any notice required or permitted to be given shall be in writing and may be given by personal delivery, first class mail return receipt requested, or by reliable overnight courier service

addressed to the City or Licensee, as the case may be, and shall be deemed sufficiently given (i) upon receipt; or (ii) when refused, if addressed to Licensee or to City at the address noted below :

Licensee:

City:

City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

with a copy to:

City Attorney
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

and

Public Services Director
City of Rocklin
4081 Alvis Ct.
Rocklin, CA 95677

Each notice shall specify the Master License provision pursuant to which it is given. Either Party may specify a different address or contact person. Notice given under this section shall be deemed in compliance with applicable statutory notice requirements, including Code of Civil Procedure §1162.

20.7 Waivers. No waiver by City or Licensee of any provision shall be deemed a waiver of any other provision or of any subsequent breach by City or Licensee of the same or any other provision. City or Licensee's approval of any act shall not be deemed to render unnecessary obtaining of the other Party's consent for any subsequent act. The acceptance of the License Fee by City shall not be a waiver of any preceding breach by Licensee of a provision, other than the failure of Licensee to pay the particular License Fee so accepted, regardless of City's knowledge of the breach at the time of the acceptance of the License Fee.

20.8 Cumulative Remedies. No remedy or election under this Master License shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

20.9 Choice of Law. This Master License shall be governed and construed by and in accordance with the laws of the State of California, without reference to its conflicts of law principles. If suit is brought by a Party to this Master License, the Parties agree that trial of such action shall be conducted in the state courts of California, County of Placer or in federal court with jurisdiction over the City. The language of all parts of this Master License shall be construed with its fair meaning and not strictly for or against the City or Licensee.

20.10 Condition to Effectiveness of Master License. The approval of this Master License by the City Council is required as an express condition precedent to the effectiveness of this Master License.

20.11 Attorneys' Fees. If either Party brings an action to enforce the terms or declare rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees and court costs to be paid by the other Party.

20.12 Brokers. Each Party represents that it has not had dealings with any real estate broker or finder, with respect to this Master License in any manner. Licensee shall hold City harmless from all damages resulting from any claims that may be asserted against the City by any broker, finder, or other person with whom Licensee has or purportedly has dealt. City shall hold Licensee harmless from all damages resulting from any claims that may be asserted against Licensee by any broker, finder, or other person with whom City has or purportedly has dealt.

20.13 Authority. Each individual executing this Master License on behalf of Licensee and City represents and warrants that he or she is duly authorized to execute and deliver this Master License on behalf of said Party.

20.14 Non-Discrimination. Licensee covenants it shall not discriminate because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation in contravention of the California Fair Employment and Housing Act (Government Code § 12900 *et seq.*).

20.15 Independent Contractor. It is agreed that Licensee shall act and be an independent contractor and not an agent nor employee of City.

20.16 Conflict of Interest. Licensee will at all times not have any conflicts of interest under state or local laws and shall avoid the appearance of conflicts of interest in performance of this Master License.

20.17 Change of Law. Either Party may, upon thirty (30) days' written notice to the other, require that the terms of this Master License which are affected by any New Law (as defined below) be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application, except that, notwithstanding a New Law, the License Fee shall remain unchanged for any Wireless Installations in place as of the time that the New Law becomes effective. In the event that the Parties are unable to agree upon such new rates, terms or conditions within sixty (60) days after the receiving Party's receipt of such written notice from the other Party, then until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction, either (i) any new rates (defined as any limitation on the City's authority to impose License Fees and Administrative Fees) contained in the New Law shall apply as of the effective date of the New Law on a going forward basis (except as to the License Fee for any Wireless Installations in place as of the time the New Law became effective), or (ii) City may cease issuing any additional Pole Licenses under this Master License that have not yet been issued prior to the date of cessation if the New Law does not contain any new rates (defined as any limitation on the City's authority to impose License Fees and Administrative Fees) . Except as provided in the preceding sentence, all terms in the then-existing Master License shall remain in effect while the Parties are negotiating. "**New Law**" means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties under this Master License, or the establishment of rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on infrastructure (e.g., City Poles or City Infrastructure) or in the right-of-way, that

differ, in any material respect from the rates, terms or conditions of this Master License.

[Signatures on Following Page]

WITNESS WHEREOF, the Parties hereto have caused this Master License to be duly executed as of the date first written above.

CITY:

CITY OF ROCKLIN,
a municipal corporation

By: _____
Chad Butler
Interim City Manager

Date: _____

ATTEST:

By: _____
Hope Ithurburn
City Clerk

APPROVED AS TO FORM:

By: _____
Sheri Chapman
City Attorney

LICENSEE:

By: _____
Name: _____
Its: _____
Date: _____

"EXHIBIT A"
Form of Pole License

Master License between [Wireless Company] and City of Rocklin Pole License No. [*Start with 1 and number each sequentially*]

In accordance with Section 3.6 of the Master License, Licensee submits to the City two partially executed counterparts of this form of Pole License and each of the following as its Pole License application:

1. Exhibit A-1, designating all Pole Locations that Licensee seeks to be included in the License Area under this Pole License;
2. Exhibit A-2, complete and final plans and specifications for Equipment to be installed in the License Area subject to Wireless Permits;
3. The sum of \$ _____ for the PL Administrative Payment in amounts based on the number of City Poles or new Poles identified in Exhibit A-1, subject to Section 4.3 of the Master License; and
4. If not previously provided, the Emissions Report.

Licensee acknowledges that: (a) this Pole License will not be effective until the City returns a fully executed copy to Licensee; and (b) Licensee will not have the right to access or install Equipment on the License Area until after: (i) City finds that Licensee is in compliance with all applicable requirements for issuance of a Pole License under the Master License; and (ii) the City has issued an Encroachment Permit to Licensee.

Should this Pole License extend beyond the end of the ML Term (as that term is defined in Section 2.2 of the Master License), all of the terms of the Master License that were applicable to and governed the Pole License at the time of its execution shall survive and remain in effect until the end of the PL Term (as that term is defined in Section 3.2 of the Master License).

This Pole License is executed and effective as of the last date written below and, upon execution will be the City's authorization for the City's Public Services Department to begin its review of the Pole Locations and plans and specifications proposed in this Pole License application.

CITY:
CITY OF ROCKLIN, a California municipal corporation

LICENSEE:
[Wireless Company], a [*California corporation, Nevada LLC, etc.*]

By: _____
Chad Butler, Interim City Manager
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A-1
License Area Location(s) and Identification(s)

EXHIBIT A-2
Licensee's Plans and Specifications

Pole License No. _____

[Licensee to attach plans and specifications for all Equipment, including required and permitted signage, to this cover sheet and submit with Pole License application.]