

**MASTER LICENSE AGREEMENT (TEMPLATE)
FOR SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY**

This MASTER LICENSE AGREEMENT FOR SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY ("**Master License**") dated *[insert date]* (the "**Effective Date**") is between the City of Stockton, a chartered California municipal corporation (the "**City**" or "Licensor") and _____ (the "**Licensee**"). This Master License may refer to the City and/or Licensee individually as a "**Party**" or collectively as the "**Parties**."

RECITALS.

- A. Technology developments and demand for high-speed mobile data service and capacity have extended beyond the capabilities of traditional macro-cell wireless communications facilities; and
- B. Wireless providers have accelerated their small cell (small wireless facilities) deployments in the public right-of-way and the City wishes to manage these accelerated deployments in a way that preserves local aesthetics and public health and safety while balancing the benefits of these new technologies for the City's businesses and residents to the greatest extent practicable; and
- C. Pursuant to Section 253 of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, codified as 47 U.S.C. § 253, the City controls access to and use of City right-of-way, and may require reasonable compensation for such use on a competitively-neutral and nondiscriminatory basis so long as such compensation is disclosed; and
- D. Licensee is a public communications utility in California, holding a Certificate of Public Convenience and Necessity from the California Public Utilities Commission ("CPUC"); and
- E. The City owns a substantial number of assets within the public right-of-way that may be suitable for installing wireless communications facilities within the City's jurisdiction and has a duty to derive appropriate value from the City's property assets for the benefit of the public; and
- F. Licensee desires to install, maintain and operate its telecommunications network facilities on the City assets in the public right-of-way in a manner consistent with the City's regulatory authority and Licensee is willing to compensate the City for the right to use the City's assets for communications purposes; and
- G. Consistent with all applicable laws and regulations, the City does not intend this Master License to grant the Licensee any exclusive right to use or occupy the public right-of-way, and Licensee expressly acknowledges that the City may in its sole

discretion enter into similar or identical agreements with other entities, which include without limitation Licensee's competitors; and

- H. The City desires to authorize Licensee's access to individual City- owned assets based on the terms and conditions set forth in this Master License, and pursuant to all the applicable permits issued by the City to protect public health and safety; and

NOW THEREFORE, for good and valuable consideration received and acknowledged by the City and Licensee, the City and Licensee agree as follows:

AGREEMENT

1. GENERAL DEFINITIONS

"Agent" means agent, employee, officer, contractor, subcontractor, or representative of a party to this Master License.

"Assignment" means any of the following: (a) a merger, acquisition, or other transfer of a controlling interest in Licensee, voluntarily or by operation of Law; (b) Licensee's sale, assignment, encumbrance, pledge, or other transfer of any part of its interest in or rights with respect to the License Area; and (c) any action by Licensee to permit any portion of the License Area to be occupied by anyone other than itself, including a sublicense.

"City Asset" means Licensor-owned structures, objects, and equipment in the ROW, including, but not limited to, street lights, banners, street furniture, billboards, or other poles, lighting fixtures, or electroliers located within the ROW, and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

"Claim" means any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, whether direct or indirect.

"Commencement Date" also known as the effective date, which means the first day of the month following the date on which the Site License Agreement is fully executed, which allows for the installation of small wireless facilities in the City Rights-of-Way.

"Common Control" means two entities that are both Controlled by the same third entity.

"Control" means (a) as to a corporation, the ownership of stock having the right to exercise more than 50% of the total combined voting power of all classes of stock of the controlled corporation, issued and outstanding; or (b) as to partnerships and other forms of business associations, ownership of more than 50% of the beneficial interest

and voting control of such association.

“CPUC” means the California Public Utilities Commission established in the California Constitution, Article XII, Section 5, or its duly appointed successor agency.

“EMF” means electromagnetic fields or radio frequency between 30 kHz and 300 GHz in the electromagnetic spectrum range.

“Environmental Laws” means any law relating to industrial hygiene, environmental conditions, or Hazardous Materials.

“Equipment” means antennas and any associated utility or equipment box, and battery backup, 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, including the means and devices used to attach Equipment to a licensed City Pole, peripherals, and ancillary equipment and installations, including wiring, cabling, power feeds, and any approved signage attached to Equipment.

“FCC” means the Federal Communications Commission or its duly appointed successor agency.

“Hazardous Material” means any material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any Regulatory Agency to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified as 42 U.S.C. §§ 9601 *et seq.*) or section 25316 of the California Health & Safety Code; and any “hazardous waste” listed California Health & Safety Code § 25140; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

“Investigate and Remediate” means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the License Area or that has been, is being, or is in danger of being Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

“Invitee” means the client, customer, invitee, guest, tenant, subtenant, licensee, assignee and sublicensee of a party in relation to the License Area.

“Laws” means all present and future statutes, ordinances, codes, orders, regulations

and implementing requirements and restrictions of federal, state, county and municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“License Area” means the geographic information identifying each City Asset on which Licensee is authorized to install, operate and maintain Equipment under a Site License. The License Area will be identified in Exhibit A-1 to each Site License.

“Licensee’s On-Call Representative” mean the person(s) assigned by Licensee to be on-call and available to the City regarding the operation of Licensee’s Equipment. Such person(s) shall be qualified and experienced in the operation of Equipment and shall be authorized to act on behalf of Licensee in any emergency in and in day-to-day operations of the Equipment.

“Make-Ready Work” means the work required on or in a Municipal Facility to create space for the Equipment, and/or replacing and/or reinforcing the existing Municipal Facility to accommodate Equipment including, but not limited to, rearrangement or transfer of existing Equipment and the facilities of other entities, and Municipal Facility relocation and replacement if applicable.

“Permitted Use” means Licensee’s installation, operation and maintenance of Equipment for the transmission and reception of wireless, cellular telephone and data and related communications equipment on License Areas.

“Pole” means a streetlight pole, utility pole or other support structure (excluding traffic signals) located in the public right-of-way within the City and owned by the City.

“Property” means any interest in real or personal property, including land, air and water areas, leasehold interests, possessory interests, easements, franchises and other appurtenances, public rights-of-way, physical works of improvements such as buildings, structures, infrastructure, utility and other facilities, and alterations, installations, fixtures, furnishings and additions to existing real property, personal property and improvements.

“Regulatory Agency” means the local, regional, state or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws.

“Regulatory Approvals” means licenses, permits and other approvals necessary for Licensee to install, operate and maintain Equipment on the License Area.

“Release” when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting,

escaping, leaching, dumping or disposing on, under or about the License Area, other City Property or the environment.

“**RF**” means radio frequency or electromagnetic waves between 30 kHz and 300 GHz in the electromagnetic spectrum range.

“**RF Compliance Report**” means a report prepared and certified by an RF engineer acceptable to the City that certifies that the proposed facility, as well as any collocated facilities, will comply with applicable federal RF exposure standards and exposure limits. The RF report must include the actual frequency and power levels (in watts ERP) for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.

“**Site License**” means the document in the form of Exhibit A that, when fully executed, incorporates the provisions of this Master License and authorizes Licensee to install, operate and maintain Equipment for the Permitted Use on the City Asset identified in the Site License.

“**Small Wireless Facility**” means the same as defined by the FCC in 47 C.F.R. §1.6002(l).

2. SCOPE OF LICENSE

2.1. License Area

2.1.1. Site License Issuance and Effect

Subject to the terms and conditions in this Master License, the City will issue to Licensee one or more Site Licenses, which will grant Licensee a contractual privilege to use the space on the subject City Asset approved for the Equipment, which includes any conduits, pull boxes or other City Property specifically identified in the small wireless facilities permit attached to the Site License (individually for each licensed City Asset and collectively for all licensed City Assets, the “**License Area**”). Unless otherwise approved by the Public Works Director, any fully executed Site License will become effective on the first day of the month following the date on which the City executes and delivers the Site License.

2.1.2. Limitations on License Areas

This Master License applies to only City Assets identified in a final and fully executed Site

License(s). This Master License does not authorize Licensee or any other persons or entities to enter on to or use any other City Property, except the License Areas specified in any fully executed Site Licenses. Furthermore, neither this Master License nor any Site License authorizes or confers any rights to Licensee or any other persons or entities to use any portions of the public rights-of-way, or any improvements or other personal property within the public rights-of-way owned by any third parties. The City reserves the absolute right to reject any permit application or Site License submitted to the City.

2.2. Limitations on Licensee's Interests

2.2.1. Limited Interest Created

Licensee expressly acknowledges and agrees that: (1) Licensee does not have any rights to use or interest in any City Asset for any purpose whatsoever until and unless the City issues a Site License for such City Asset; and (2) neither this Master License nor any Site License issued pursuant to this Master License creates or will be deemed to create any leasehold, easement, franchise or any other possessory interest or real property interest whatsoever in the License Area.

2.2.2. Limited Rights Created

Any Site License the City approves pursuant to this Master License grants to Licensee only a non-possessory and revocable license to enter on to and use the License Area for the Permitted Use. Licensee expressly acknowledges and agrees that: (1) neither this Master License or any Site License will be coupled with any possessory interest; (2) the City retains legal possession and control over all City Assets for the City's operations, which will be superior to Licensee's interest at all times; (3) subject to the terms and conditions in this Master License and any Site License, the City may terminate a Site License in whole or in part at any time; (4) except as specifically provided otherwise in this Master License, the City may enter into any agreement with third parties in connection with use and occupancy of City Assets and other City Property; and (5) neither this Master License nor any Site License creates or will be deemed to create any partnership or joint venture between the City and Licensee.

2.2.3. No Impediment to Municipal Uses

Except as specifically provided otherwise in this Master License, neither this Master License nor any Site License limits, alters or waives the City's right to use any License Area in whole or in part as infrastructure established and maintained for the City's and the public's benefit.

2.3. Diminutions in Light, Air and Signal

In the event that any existing or future structure diminishes any light, air or signal propagation, transmission or reception, whether erected by the City or not, Licensee shall not be entitled to any reduction in any License Rate, Additional Fees or any other sums payable to the City under this Master License or any Site License. The City shall have no liability to Licensee whatsoever and such diminution will not affect this Master License, any Site License or Licensee's obligations, except as may be expressly provided in this Master License.

2.4. License Area Condition

2.4.1. "As-Is and With All Faults" Condition

Licensee expressly acknowledges and agrees to enter on to and use the License Area in its **"as-is and with all faults"** condition. The City makes no representations or warranties whatsoever, whether express or implied, as to the License Area's condition or suitability for Licensee's use. Licensee expressly acknowledges and agrees that neither the City nor its Agents have made, and the City expressly disclaims, any representations or warranties whatsoever, whether 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 related to the License Area.

3. TERM

3.1. Master License Term

The term under this Master License (the **"Term"**) will commence on the Effective Date and will automatically expire 10 years from the Effective Date (the **"Expiration Date"**), unless extended or terminated in writing in accordance with this Master License. Provided that Licensee is not in default of the Agreement or any Supplemental Agreement following written notice and the expiration of any applicable cure period, this Agreement may, upon written approval, be renewed for successive five-year renewal terms (each, a "Renewal Term").

3.2. Site License Term

The term of each Site License will be set forth in each Site License Agreement (Exhibit A). If the Master License expires during the term of this Site License, the terms of the Master License shall remain applicable and enforceable as part of this Site License.

4. FEES AND OTHER PAYMENTS

4.1. License Rate

Consistent with the terms of the applicable Site License(s), Licensee shall pay to the City an annual License Rate in the amount equal to \$_____ per City-owned asset, within City right-of-way.

The License Rate shall be paid annually, in advance, without any demand, deduction, setoff, or counterclaim for any reason. The initial License Rate shall be paid within 30 days of the Commencement Date. Each subsequent License Rate shall be paid no later than January 1 for the following year throughout the Term. Should the Commencement Date fall on any date other than January 1, the License Rate for the first year and final year shall be prorated based on the remaining number of months in the calendar year.

Effective January 1 of each year throughout the Term, the License Rate will be increased 3% over the License Rate payable in the immediately previous year. The adjustment provided in this Section will be effective even if the first License Year was for less than a full calendar year. Failure to pay the License Rate prior to the due date shall be grounds for termination of this Site License.

4.1.1. In-Kind Contributions [subject to negotiation on site-by-site basis]

Licensee's Equipment on the License Area includes fiber-optic cables, conduit, or other wireless facility that would support the City's smart city goals. Licensee shall, as partial consideration paid to the City for this Site License, grant the City a license to use up to twelve (12) strands in any fiber-optic cable that Licensee owns at each licensed asset. Such license shall be automatically effective upon Licensee's installation of any fiber-optic cables on the License Area, and Licensee shall designate and mark the licensed fiber strands in any conduit that serves the License Area for the City's use at the time it installs such fiber-optic cables.

Licensee further agrees that, at the time this Site License expires or terminates, Licensee shall transfer to the City title and ownership of any fiber strands that the City uses or desires to use by quitclaim or bill for sale at no cost to City.

4.2. Administrative Fees

4.2.1. Reservation Fee

To initiate the site licensing process, Licensee shall reserve a location for the installation of its Equipment and shall pay the applicable reservation fee, as established by the City Council. The reservation fee is not refundable. The applicant shall complete and submit the field inspection report with the Site License application to the City within 60 days of the reservation. A time extension may be granted by the City upon review of the applicant's written request explaining the reason for the delay. Reservation on poles shall be released and marked available upon expiration of the 60-day timeframe.

4.2.2. Small Wireless Facilities Permit Fees

At the time Licensee delivers to the City a small wireless facilities permit application, and a partially executed Site License, Licensee shall pay to the City the applicable permit fees, as established by the City Council. The parties agree that these fees represent a reasonable estimate of the City's administrative costs to review each application. The parties further acknowledge that these permit fees are intended to cover the City's administrative costs incurred in its proprietary capacity as the licensor and these permit fees do not substitute for or diminish the Licensee's obligation to pay other fees required by the City.

4.2.3 Blanket Maintenance Permit Fees

Following installation of Licensee's Equipment, Licensee will apply for an encroachment permit and shall pay to the City the applicable encroachment permit fee, as established by the City Council to perform annual blanket maintenance.

4.2.4 Administrative Permit Fees

The parties to this Master License collectively refer to all permit fees required by the City as "**Administrative Fees.**" The City will not be obligated to commence its review for any permit applications until it receives the required Administrative Fees. In addition, Administrative Fees include all other fees charged by the City as referenced in this Agreement which are not License Rates, such as late charges, default interest, or additional fees.

4.3. Late Charges

In the event that Licensee fails to pay any License Rate, Additional Fee, Administrative Fees or any other amount owed to the City within 10 days after the due date, such amounts will be subject to a late charge equal to 6% of unpaid amounts.

4.4. Default Interest

Any License Rates, Additional Fees, Administrative Fees and all other amounts payable

to the City other than late charges will bear interest at 10% per annum from the due date when not paid within 10 days after the due date. Any interest or late charge payments will not alone excuse or cure any default by Licensee.

4.5. Additional Fees

The parties to this Master License define “**Additional Fees**” to collectively mean any sums the City may assess in its proprietary capacity as the licensor, which includes without limitation any late charges, default interest, costs in connection with a request for the City’s consent to an Assignment under Section 16.2 (Proposed Assignment Procedures) and Default Fees under Section 17.2.4; provided, however, that the term excludes any (1) License Rates; (2) Administrative Fees; (3) any other amounts payable to the City by Licensee in connection with the City’s review of Site License Applications or coordinating and inspecting Equipment installed on the License Area; and (4) any payments to the City in its regulatory capacity.

4.6. Payment Procedures

Licensee shall pay all License Rates, Additional Fees, Administrative Fees and all other amounts payable to the City in cash or other immediately available funds by (1) check payable to City of Stockton; (2) electronic wire transfer to an account specified by the City; or (3) any other means approved by the City. Any payment made with a dishonored check will be deemed unpaid.

5. USES

5.1. Permitted Use

Licensee may use the License Area solely for the installation, operation and maintenance of Equipment for the provision of communications services (the “**Permitted Use**”) in compliance with all applicable Laws and any conditions in any Regulatory Approvals and for no other use whatsoever without the City’s prior written consent, which the City may withhold in its sole and absolute discretion for any or no reason.

5.2. Signs or Advertisements

Licensee acknowledges and agrees that its rights under this Master License and any Site License do not authorize Licensee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the License Area.

6. SITE LICENSES

6.1. City Approval Required

Licensee shall not have any right to use the License Area in whole or in part for any purpose until and unless the City approves a Site License. The City will not be obligated to subordinate its municipal functions or proprietary interest in any manner whatsoever to Licensee's interest under any Site License. When the City considers whether to approve or disapprove any Site License, the City may consider any matter that affects its municipal functions or proprietary interests, which include without limitation: (1) Licensee's proposed plans and Equipment specifications; (2) compliance with any applicable Laws; (3) impacts on the City's street light operations and maintenance; (4) any potential hazards or unsafe conditions that could result from Licensee's installation, operation or maintenance; (5) any potential visual or aesthetic impacts provided the proposed Equipment is in conformance with objective design standards adopted by the City; (6) the additional load the proposed Equipment would create only if: (a) such additional load would exceed permitted capacity; and (b) the City Asset could not be replaced to support Licensee's proposed Equipment; and (7) any municipal plans for the City Asset or right-of-way in proximity to the City Asset.

6.2. Design Guidelines

The parties agree that all permit applications will be subject to the requirements set forth in the Stockton Municipal Code and any regulations, such as its Small Cell Design and Deployment Guidelines ("Design Guidelines") as they may be amended from time to time. While the City may update and amend its Design Guidelines from time-to-time, such updated or amended Design Guidelines shall not apply retroactively to any Licensed Area unless required by Law. Nothing in this Section 6.2 is intended to limit or affect the City's rights to disapprove any Site License pursuant to Section 2.1.2 (Limitations on License Areas), Section 6.1 (City Approval Required), or any other provision in this Master License that expressly reserves the City's right to disapprove any Site License.

6.3. Application Review

For each Site License, the Licensee must submit: (1) two partially executed duplicate Site Licenses in the form attached as **Exhibit A** to this Master License; (2) a small wireless facilities permit application; (3) the required Administrative Fees; (4) a complete RF Compliance Report; and (5) any other documents required by Law, the Stockton Municipal Code, or any City regulations (including the Design Guidelines).

At the time Licensee submits the small wireless facilities permit application and associated documents to the City, Licensee shall mail notice to the affected landowners

and tenants consistent with the requirements set forth in the Design Guidelines for pre-construction notice.

6.4. Permit Application Review Procedures

The City will review complete small wireless facilities permit application within applicable timeframes pursuant to applicable Law and Stockton Municipal Code, and considering any tolling periods for such timeframes. The City reserves the right to negotiate the terms of the form Site License attached hereto at Exhibit A.

6.4.1. Site License Approval

If the City approves a permit application for a License Area, the City will issue a written notice to Licensee. Included with the notice will be the approved applicable permits attached to a fully executed Site License. Licensee acknowledges and agrees that the City's decision to approve or disapprove any permits or and Site License is not, and will not be deemed to be, a regulatory determination subject to any administrative appeal, but is an exercise of the City's proprietary authority over City Assets.

6.4.2. Waiver of Certain Federal and State Rights of Licensee Inapplicable

Despite any potential future change in Law during the initial 10-year term and any subsequent terms of this Master License, Licensee expressly waives any State or Federal rights to challenge: (1) the fees paid to the City pursuant to this Master License and any Site License; (2) the timeframes established in this Master License by which the City must review and process small wireless facilities permit applications, including any notices, tolling, or extensions required under this Master License; and (3) the right to claim that existing facilities and new facilities installed pursuant to this Master License are eligible for mandatory collocations or modifications under Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012. Preceding the commencement of any extension of this Master License, Licensee may request from the City an amendment of this Master License to comply with such changed laws, if applicable. For the avoidance of doubt, any such amendment would be effective only after the initial 10-year term of this Master License expires or as otherwise agreed to in writing by the Parties.

Licensee is aware of and familiar with the provisions of California Civil Code Section 1542 which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which

if known by him must have materially affected his or her settlement with the debtor.”

As such relates to the Master License and Site License, Licensee hereby waives and relinquishes all rights and benefits which it may have under California Civil Code Section 1542. The obligations of Licensee under this Section shall survive the termination of this Master License or Site License.

7. EQUIPMENT INSTALLATION

7.1. Approved Plans and Equipment Specifications

Licensee must submit complete plans and equipment specifications with the small wireless facilities permit application, which must include without limitation all equipment, mounts, hardware, utilities, cables, conduits, signage, concealment elements and other improvements proposed in connection with the License Area.

7.1.1. Site Identification Required

On each licensed City Asset, Licensee must install one identification plate in strict compliance with the size, material, form and substance as shown on Exhibit A-1 to the fully executed Site License. The identification plate must include Licensee’s corporate name and telephone number at which Licensee’s On-Call Representative can be reached at all times (24 hours per day and 7 days per week). Licensee must replace the identification plate within 5 business days if any information on such plate changes.

7.1.2. Changes Required for Regulatory Approvals

Licensee may amend previously approved plans when such changes are required to obtain or maintain compliance with other Regulatory Approvals necessary to install the Equipment. Any such amendments will be submitted to the City for its review and prior written approval. The City will provide notice of its decision to Licensee in accordance with Section 28.1 (Notices).

7.1.3. Corrections to Approved Plans

Licensee shall have the obligation to correct any errors or omissions in any approved plans and related Regulatory Approvals. Licensee shall immediately send written notice to the City if Licensee discovers any such defects. Any approved plans and/or amendments to approved plans by the City will not release or excuse Licensee’s obligations under this Section 7.1.3.

7.2. Prior Regulatory Approvals Required

Licensee shall not commence any work at the License Area until Licensee obtains all necessary Regulatory Approvals, which includes without limitation a Site License, and any other applicable permits including those obtained through other City department. The City's consent or refusal to consent to any permit or Site License issued by the City in its proprietary capacity will not be deemed to be any approval or denial in connection with any Regulatory Approval issued by the City in its regulatory capacity as a municipal government.

7.3. Make Ready Work and Costs

7.3.1 Licensee shall bear responsibility for all Make-Ready Work. If a Person other than Licensee or Licensor would have to rearrange or adjust any of its facilities in order to accommodate new Equipment, Licensee shall be responsible, at Licensee's sole expense, to coordinate such activity. Licensee shall be responsible for directly paying such other Person for its charges for the same. If Licensee is requested by another Person, in comparable circumstances, to relocate or adjust any Equipment to accommodate that Person's facilities, subject to Licensor's written approval of such relocation, Licensee shall reasonably cooperate with such request.

7.3.2 Construction, installation, and operation of the Equipment shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with the City's Standard Specifications; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant at the time of Licensee's permit applications.

7.4. Installation; Strict Compliance with Approved Plans

Licensee shall not commence any work at the License Area until the City provides written notification of an executed Site License. Licensee shall perform all work in connection with the License Area in strict compliance with the approved small wireless facilities permit and in a diligent, skillful, and workmanlike manner. All installed Equipment must be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by the City. After any work at the License Area concludes, Licensee shall restore the License Area and any other City Property to a condition equal to or better than what existed immediately prior to the work commenced.

7.4.1. Alterations to City's Property

Licensee shall not remove, damage or in any manner alter any City Property without

prior written consent from the City and any other City agencies with jurisdiction over the subject City Property. The City may withhold its consent in its sole and absolute discretion and may reasonably condition its consent in each instance based on scope and nature of the proposed alterations. Licensee shall immediately notify the City if any removal, damage or other alteration occurs to City Property for any reason and through any cause.

7.4.2. Licensee's Contractors

Licensee and all its contractors shall obtain and maintain all necessary licenses, including without limitation Contractor State Licensing Board licenses and a City of Stockton Business License, prior to performing work on or about the License Area. Licensee shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the License Area. Licensee shall coordinate for a preconstruction meeting with Public Works inspector by notifying the City no less than 24 hours and not in excess of seventy-two (72) hours' prior to the start of any construction or installation on any part of the License Area, and shall, at minimum provide (1) a schedule with all activities to be performed in connection with the work; and (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will perform the work. Routine repair and maintenance of Licensee's Equipment shall be subject to the terms of an annual blanket maintenance encroachment permit issued to Licensee.

7.5. Labor and Materials Costs

Licensee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing, installing, operating, and maintaining all Equipment in accordance with the approved plans and all applicable Laws. Licensee shall also bear all costs to obtain and maintain all Regulatory Approvals required in connection with the installation, which includes without limitation all direct and indirect costs to comply with any approval conditions or mitigation measures that arise from Licensee's proposed installation.

7.6. Project Managers

The City and Licensee shall each designate the person listed in this Section 7.6 as its project manager to coordinate Licensee's Equipment design and installation, and to serve as each party's respective primary contact person for all design, engineering, construction and installation issues that may arise between the parties in connection with this Master License.

City's Project Manager:

Name: _____
 Title: _____
 Phone: _____
 Email: _____
 Address: _____

Licensee's Project Manager:

Name: _____
 Title: _____
 Phone: _____
 Email: _____
 Address: _____

Licensee acknowledges that the City's project manager is not exclusively assigned to this Master License, and that the City's project manager may not always be immediately available to Licensee or its project manager. Licensee further acknowledges that the authority delegated by the City to the City's project manager is limited to the administration of this Master License, any small wireless facilities permit applications, and any approved Site Licenses. The parties' respective project managers will have no obligation to perform any term or covenant to be performed by the other party under this Master License. Notices to the parties' respective project managers alone will not be deemed effective notice for any purpose under this Master License. The parties may designate a new project manager from time-to-time by written notice to the other party.

7.7. Coordination with the City

Licensee must coordinate all its installation, construction and other work on or about the License Area with the City to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, City Property and the City's municipal operations.

7.8. Title to Licensee's Equipment and Other Improvements

Except as specifically provided otherwise in this Master License, all Equipment and other improvements installed, constructed or placed on or about the License Area by Licensee

or its Agents or Invitees will be and remain at all times Licensee's personal property. All structural improvements to any City Asset, including any replacement Pole and any underground fiber optic cables, as approved by the City and shown in the approved plans, will become City Property and remain should Licensee vacate or abandon such License Area, unless the City elects in a written notice to Licensee that it does not wish to take title to such structural improvements, in which case Licensee shall remove such improvements at its sole cost and in a manner acceptable to City, and shall restore all affected areas by such removal to a condition compliant with all applicable Laws. Subject to Section 24 (Surrender of License Area), Licensee may remove its Equipment from the License Area no later than 30 days' written notice to the City.

8. PUBLIC WORKS OPERATIONS

8.1. City's Access to License Areas

Except as specifically provided otherwise in this Master License, the City and its Agents have the right to access any License Area in whole or in part at any time without notice for any purpose. The City will not be liable in any manner whatsoever, and Licensee expressly waives any Claims for inconvenience, disturbance, lost business, nuisance or other damages that may arise from the City's or its Agents' access to the License Area, which includes any Equipment removed in an emergency or other exigent circumstances pursuant to Section 8.4 (Emergencies), to the extent that the damage arises directly and exclusively from the gross negligence or willful misconduct of the City or its Agents and not contributed to by the acts, omissions or negligence of Licensee, its Agents or Invitees.

8.2. Repairs, Maintenance and Alterations to Poles

The City will: (1) maintain and repair Poles as needed, in its sole judgment, for its streetlight operations and other municipal functions; and (2) correct any immediately hazardous condition. If City requires the termination of electrical service to the Equipment in order to maintain or repair any City Asset, the City shall inform Licensee at the telephone number provided in section 7.6 and the parties shall determine suitable dates and times to complete such actions. Licensee shall provide and install an emergency shut-off switch which will terminate electrical service to all Equipment for the City's use in an emergency. Except as provided in Section 26 (Termination), and excluding conditions that arise from the City's or its Agents' gross negligence or willful misconduct, neither any City work on any City Asset nor any condition on any City Asset will: (1) entitle Licensee to any damages; (2) excuse or reduce any obligation by Licensee to pay any License Rates or Additional Fees or perform any covenant under this Master License; or (3) constitute or be construed as a constructive termination of this Master License or any Site License.

8.3. Repairs, Maintenance and Alterations to License Areas

The City may, at any time, alter, add to, repair, remove from and/or improve the License Area in whole or in part for any operational purpose, which includes without limitation maintenance and improvements in connection with street light services and compliance with Laws; provided, however, (1) the City makes a good-faith effort to provide notice to Licensee's On-Call Representative; (2) the City may allow, within reason, Licensee's representative to observe the City's work; and (3) the City takes reasonable steps not to disrupt Licensee's ordinary operations on the License Area. If City requires the termination of electrical service to the Equipment in order to alter, add to, remove from, and/or improve the License Area, the City shall inform Licensee at the telephone number provided in section 7.6 and the parties shall coordinate in good faith to determine suitable dates and times to complete such actions. The provisions in this Section 8.3 will not be construed to allow Licensee's ordinary operations to impede or delay the City's authority and ability to make changes to the License Areas necessary to maintain streetlight services.

8.4. Emergencies

In emergencies, the City's work will take precedence over Licensee's operations, which includes without limitation any Equipment operated on the License Area, and the City may access the License Area in whole or in part as the City deems necessary in its sole determination and in accordance with this Section 8.4, whether the City has notified Licensee of such emergency or other exigent circumstances or not. provided, however, that the City's removal of Licensee's Equipment in emergencies or other exigent circumstances will not be deemed to be a forcible or unlawful entry onto the License Area or any interference with Licensee's contractual privilege to use the License Area.

8.5 Notice in event of Emergencies or Repairs

Licensee shall provide and install an emergency shut-off switch which will terminate electrical service to all Equipment to allow the City to correct any immediately hazardous condition. If City uses Licensee's emergency shut-off switch, City will notify Licensee at the telephone number provided in section 7.6. When safe and practicable, the City will notify Licensee on a contemporaneous basis of any emergency or other exigent circumstances that requires the City to remove or replace any City Asset and will allow Licensee to remove its Equipment before the City removes or replaces the City Asset. The City will remove the Equipment from the City Asset when in the City's sole determination it would (1) be unsafe or not practicable to wait for Licensee to perform the work; (2) cause significant delay; or (3) otherwise threaten or compromise public safety or public services. The City will remove any Equipment with reasonable care and store the Equipment for retrieval by Licensee. Licensee shall have the right to reinstall such removed Equipment or equivalent Equipment at Licensee's sole expense on the repaired or replaced Pole and in accordance with Section 7 (Equipment Installation).

9. LICENSEE'S MAINTENANCE OBLIGATIONS

9.1. Damage to City Assets

9.1.1. Notice to the City

Licensee agrees to give the City notice of the need for any repair to a City Asset promptly after Licensee discovers any damage from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions unless caused by the acts, omissions or negligence of Licensee or its Agents or Invitees. Failure to provide such notice will be a material default under this Master License.

9.1.2. Damage Caused by Licensee

If any use or maintenance by Licensee or its Agents or Invitees cause any damage to any License Area, Licensee must repair such damage within 30 days after the City provides a notice to Licensee that describes such damage. Such 30-day cure period may be extended to a certain date if the City agrees the cure reasonably requires more time. If Licensee fails to timely cure the damage, the City may repair the damage at Licensee's expense. Licensee will reimburse the City for all costs incurred to repair such damage within 10 days after Licensee receives the City's demand for payment, together with copies of invoices or other evidence to document the costs incurred.

9.1.3. No Right to Repair

Absent notice from the City with a demand to cure any damage to a City Asset, Licensee is not authorized to make any repairs to any City Asset. Licensee expressly waives all rights it may have under any applicable Laws to make repairs at the City's expense.

9.2. Equipment Maintenance

Licensee shall, at its sole cost and expense, install, maintain and promptly repair any damage to any Equipment installed on the License Area whenever repair, repair and removal, or maintenance may be required, subject to the City's prior approval if required under Section 7 (Equipment Installation). Routine equipment repair, maintenance, replacement, or other installation on the License Area shall be subject to the terms of an Annual Blanket Maintenance Encroachment Permit issued to Licensee. Licensee must obtain the City's prior written approval for any Equipment repair, maintenance, replacement, or other installation that involves larger, different, or additional Equipment than shown on the approved permits. Licensee expressly acknowledges that Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (codified at 47 U.S.C. § 1455) does not apply to this Master License or any Site

License because the City is granting them in its proprietary capacity as the owner of the City Assets. Any work on Licensee's Equipment installed on City Assets that is authorized or permitted under this Subsection is subject to Licensee obtaining any required Regulatory Approvals and permits.

9.3. Graffiti Abatement

Licensee's repair and maintenance obligation includes the removal of any graffiti from the License Area within seven (7) days after the City notifies Licensee.

9.4. Standard of Work

All work performed by or for Licensee under this Master License, shall be: (1) at Licensee's sole cost and expense; (2) performed only by qualified and trained persons and appropriately licensed contractors; (3) performed in a manner and with equipment and materials that will not interfere with or impair the City's operations; and (4) compliant with all applicable Laws.

9.5. Inspections

At least once in every License Year, Licensee shall perform an inspection of all Equipment under the Annual Blanket Maintenance Encroachment Permit, each location shall be called and scheduled under said permit prior to inspection. Upon the City's request, Licensee shall furnish, within 30 days, a written report to the City on the condition of such Equipment that includes, without limitation, any identified concerns and corrective action taken or planned to be taken. If Licensee's inspection reveals any maintenance concerns in connection with any License Area, Licensee shall promptly notify the City. Licensee shall provide the City with at least 30 days' prior written notice before it commences any inspection. Licensee shall permit any City employee or third-party consultant to observe any inspection activities and may make reasonable accommodations as needed to facilitate such observations; provided that any third-party consultant will be required to agree to a reasonable confidentiality agreement as may be requested by Licensee. If Licensee, its Agents or Invitees notice any maintenance concerns with respect to any License Area, Licensee shall promptly notify the City.

10. LIENS

Licensee shall keep the License Area free and clear from any and all liens in connection with 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 or other materials or services provided

for Licensee's Equipment. If Licensee does not cause the release of lien of a 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 within 30 days after notice or discovery of the lien, the City will have the right, but not the obligation, to cause the same to be released by any means it deems proper, including payment of the Claim giving rise to such lien. Licensee must reimburse the City for all expenses it incurs in connection with any such lien (including reasonable attorneys' fees) within 10 days following receipt of the City's demand together with copies of invoices or other evidence to document the costs incurred. Licensee shall give the City at least 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.

11. UTILITIES

Unless otherwise specified in a Site License, Licensee shall be responsible to secure its own utility services for its Permitted Use. The City may, in its sole and absolute discretion, permit Licensee to submeter from any electrical service provided to the City on any Pole. Licensee shall be responsible for directly paying the utility company for the electrical service furnished to its Equipment and shall timely pay all charges when due.

12. TAXES AND ASSESSMENTS

12.1. Possessory Interest Taxes

Licensee understands and acknowledges that this Master License may create a possessory interest subject to taxation and that Licensee will be required to pay any such possessory interest taxes. Licensee further understands and acknowledges that any sublicense or assignment permitted under this Master Agreement and any exercised options to renew or extend this Master License may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Master License.

12.2. Licensee's Tax Obligations

Licensee agrees to pay when due and prior to delinquency any and all taxes, assessments, charges, excises and exactions whatsoever, including without limitation any possessory interest taxes, that arise from or in connection with Licensee's use within the License Area or Licensee's Equipment that may be imposed on Licensee under Law. Licensee shall not allow or suffer any lien for any taxes, assessments, charges, excises or exactions whatsoever to be imposed on the License Area or Licensee's Equipment. In the event that the City receives any tax or assessment notices on or in connection with

the License Area or Licensee's Equipment, the City shall promptly (but in no event later than 30 calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to Licensee's Equipment.

13. COMPLIANCE WITH LAWS

13.1. Compliance with Current and Future Laws

Licensee shall install, operate and maintain the Equipment, and shall perform all work in connection with such installation, operation and maintenance, in strict compliance with all applicable Laws and all conditions in any Regulatory Approvals issued in connection with the Equipment or its installation and operation. 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 during the Term arising under any current or future Law, 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 any Site License in whole or in part or to otherwise seek redress against the City. Licensee waives any rights under any current or future Laws to terminate this Master License or any Site License, to receive any abatement, diminution, reduction or suspension of payment of License Rates, or to compel the City to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

13.2. Licensee's Personnel

13.2.1. Personnel Training and Certification

Licensee shall ensure that all persons who install, operate or maintain the Equipment are appropriately trained and licensed by the California Contractors State License Board (CSLB) as required under applicable CPUC rules and regulations. Licensee shall ensure that such persons are trained in and observe all safety requirements established by the City, the CPUC and the California Division of Occupational Safety and Health, Department of Industrial Relations, which includes without limitation site orientation, tag-out and lock-out de-energization rules, ladder and lift restrictions and track and street right-of-way safety requirements.

13.2.2. Licensee's Indemnification for Personnel Injuries

Licensee acknowledges that: (1) the City has delegated to Licensee control over the

License Area at any time in which Licensee or its Agents are installing, operating or maintaining the Equipment; and (2) the City is not a co-employer of any employee of Licensee or any employee of Licensee's Agents, and the City shall not be liable for any Claim by Licensee's or its Agent's employee(s). Licensee agrees to fully indemnify, defend and hold the City harmless in the same manner as provided in Section 18 (Licensee's Indemnification Obligations) against any Claim by any employee of Licensee or its Agents that arises in connection with Licensee's or its Agents' access, uses or other activities on or about the License Area.

13.3. Compliance with CPUC GO 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.

13.4. Compliance with All Applicable Codes

Licensee shall conduct all activities on the License Area in accordance with the requirements of all applicable codes and regulations related to building and construction safety, which includes without limitation the Stockton Municipal Code, City of Stockton Standard and Specifications, Design Guidelines, California Building Code, the and any applicable local building electrical code, as those codes exist now or may be amended in the future. To the extent that CPUC General Order 95 does not address cellular telephone antenna installations on City Assets carrying electrical lines, Licensee shall apply 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 California Building Code, 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.

13.5. Compliance with RF Exposure Regulations

Licensee's obligation to comply with all Laws includes all Laws related to maximum permissible exposure to RF or EMF emissions on or about the License Area, which includes all applicable FCC standards, whether such RF or EMF emissions 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. Licensee must provide to the City an RF Compliance Report and all other reports required by the Stockton Municipal Code and the Design Guidelines for each proposed City Asset on which the Licensee desires to install or operate its Equipment.

14. DAMAGE OR DESTRUCTION

14.1. City's Rights After Damage or Destruction

In the event the License Area in whole or in part becomes damaged due to any cause, the City: (1) will have no obligation whatsoever to repair or replace the damaged License Area; and (2) may, in the City's sole and absolute discretion, elect to take any of the following actions:

14.1.1. Election to Repair or Replace Damaged Pole

Within 30 days after the date on which the City discovers damage or destruction of a City Asset licensed to Licensee, the City will give Licensee notice of the City's decision whether to repair or replace the damaged City Asset and its good faith estimate of the amount of time they will need to complete the work. If the City cannot complete the work within 30 days after the date that the City specifies in its notice, or if the City elects not to do the work, then Licensee will have the right to terminate the affected Site License on 30 days' notice to the City. With City approval, Licensee may replace damaged streetlight installation and any adjacent improvements at the Licensee's sole expense.

14.1.2. Election to Remove Damaged Pole

If the City elects to remove, rather than repair or replace, a damaged City Asset licensed to Licensee, then the applicable Site License will automatically terminate on the last day of the month in which the removal occurs.

14.1.3. Election to Remove Equipment from Damaged Pole

If the acts of third parties or an act of nature or other force majeure circumstance outside the control of Licensee or its Agents or Invitees destroys or damages any City Asset to such an extent that, in the City's reasonable determination, the Equipment on the City Asset cannot be operated, the City may decide to terminate the affected Site License on 30 days' written notice to Licensee and require Licensee to remove the Equipment from the damaged City Asset before the termination date specified in the City's notice.

14.2. Licensee's Rights upon Termination

After the City terminates a Site License pursuant to this Section 14, the City will: (1) refund any pre-paid License Rate in connection with the terminated Site License on a pro-rata basis determined by the number of months left in the current License Year at the time such termination occurs, subject to the Minimum Term as defined in Section 3.2 (Site License Term) in this Master License; and (2) prioritize Licensee's permit

application for one replacement Site License.

14.3. Waiver of Statutory Rights

The parties understand, acknowledge and agree that this Master License fully governs their rights and obligations in the event that any licensed City Asset becomes damaged or destroyed, and, to the extent applicable, the City and Licensee each hereby waives and releases the provisions in California Civil Code §§ 1932(2) and 1933(4) or any similar Laws.

15. CONDEMNATION

15.1. Permanent Takings

In the event that any entity with the power to condemn permanently takes any License Area in whole or in part, or in the event that the City transfers any License Area in whole or in part to such entity in lieu of eminent domain, the following provisions will apply:

15.1.1. Termination

Any affected Site License will automatically terminate as to the part taken or transferred on the date the permanent taking or transfer occurs, and the License Rate under the affected Site License will be ratably reduced to account for the reduction in License Area.

15.1.2. Award

The City will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Licensee will have no Claim against the City for the value of any unexpired Term of any Site License or otherwise except that Licensee may claim any portion of the award that is specifically allocable to Licensee's loss or damage to Licensee's Equipment.

15.1.3. No Statutory Right to Terminate

The parties understand, acknowledge and agree that this Section 15.1 (Permanent Takings) is intended to fully govern the parties' rights and obligations in the event of a permanent taking. Licensee and the City each hereby waives and releases any right to terminate this Master License in whole or in part under California Code of Civil Procedure §§ 1265.120 and 1265.130 and under any similar Laws to the extent applicable to this Master License.

15.2. Temporary Takings

Any taking that affects any License Area in whole or in part for less than 90 days will have no effect on the affected Site License, except that Licensee will be entitled to a pro-rata abatement in the applicable License Rate to the extent that such temporary taking materially impairs Licensee's use of the License Area. Furthermore, in the event that the City receives an award, if any, in connection with such temporary taking, Licensee will receive the portion from the award that represents compensation for the use or occupancy of the License Area during the Term but not to exceed the License Rates payable by Licensee for the period of the taking, and the City will retain the balance of the award.

16. ASSIGNMENT AND OTHER TRANSFERS

16.1. General Restriction

Except as specifically provided in Section 16.3 (Permitted Assignments), Licensee shall not directly or indirectly assign its interests or rights, whether in whole or in part, in connection with this Master License, any Site License or the License Area without the City's prior written consent. The City shall not unreasonably withhold its consent to any proposed assignment; provided, however, that the parties acknowledge that the City may reasonably withhold its consent to any proposed assignment at any time in which any monetary or other material default by Licensee under this Master License remains uncured.

16.2. Proposed Assignment Procedures

16.2.1. Proposed Assignment Notice

In the event that Licensee desires to assign its interests or rights, whether in whole or in part, in connection with this Master License, any Site License or the License Area, Licensee shall first send written notice ("**Proposed Assignment Notice**") to the City, which states in detail the proposed terms and conditions for the Assignment and complete information, which includes without limitation financial statements, business track records, references and other information about the proposed assignee that the City reasonably requires to fully evaluate Licensee's request and render an informed decision. If the Licensee fails to provide all the such information simultaneously with the Proposed Assignment Notice, the Proposed Assignment Notice shall be deemed incomplete.

16.2.2. City Response

The City shall approve or disapprove any request for consent to an Assignment within 30 days after the City receives a complete Proposed Assignment Notice ("**Assignment**").

Response Period”). If the City fails to respond within the Assignment Response Period, the request for consent will be deemed disapproved. If the City delivers to Licensee written consent to the proposed Assignment, then Licensee shall have 100 days from such written consent to complete the Assignment. The City’s consent will be deemed revoked if Licensee fails to complete the proposed Assignment within the 100-day period; provided, however, that the 100-day period may be extended to a date certain in a written agreement, which the City shall not unreasonably refuse.

As a condition on the City’s consent, Licensee shall pay to the City fifty percent (50%) the amount by which any consideration paid to Licensee by the Assignee exceeds the aggregate sum of all Licensee Fees and any other fees that remain payable under the assigned Site License(s) within 10 days after Licensee receives payment from the Assignee. Notwithstanding anything in this Master License or any Site License to the contrary, the City may, in its sole and absolute discretion, refuse consent to any assignment to a Proposed Assignee with (i) liquid assets or other immediately available funds less than Ten Million Dollars (\$10,000,000); (ii) any history of discrimination or other employment practices that conflict with the City’s non-discrimination policies; or (iii) any pending or past criminal convictions or civil judgements that would impugn or damage the City’s reputation by association with said Proposed Assignee.

16.3. Permitted Assignments

16.3.1. Definition

The City agrees that Licensee will be permitted to enter into an Assignment of this Master License and Site Licenses issued under it (a **“Permitted Assignment”**), without the City’s prior consent but with notice to the City as provided below, to: (i) Licensee’s parent; (ii) Licensee’s subsidiary; (iii) an entity that acquires all or substantially all of Licensee’s assets in the market in which the License Area is located (as the market is defined by the FCC under an order or directive of 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 Common Control of a third party.

16.3.2. Conditions

A Permitted Assignment is subject to all the following conditions: (a) the Assignee uses the License Area only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install, operate, and maintain Equipment on the License Area; (b) Licensee provides the City with notice 30 days before the effective date of Permitted Assignment, stating the contact information for the proposed Assignee and providing financial information establishing that the proposed Assignee has the capital and fiscal qualifications greater than or equal to Licensee’s; and (c) Licensee is in good standing

under this Master License and any Site License.

16.4. Effect of Assignment

No assignment by Licensee will relieve Licensee of any obligation on its part under this Master License, unless expressly provided in writing signed by the City. Any assignment that is not in compliance with this Article 16 will be void and be a material default by Licensee under this Master License without a requirement for notice and a right to cure. The City's acceptance of any License Rate or other payments from a proposed assignee will not be deemed to be the City's consent to such Assignment, recognition of any Assignee, or waiver of any failure of Licensee or other transferor to comply with this Section 16.

16.5. Assumption by Assignee

Each Assignee shall assume all obligations of Licensee under this Master License and each assigned Site License and will be and remain liable jointly and severally with Licensee for all obligations to be performed by Licensee. No assignment will be binding on the City unless Licensee or the Assignee delivers to the City evidence satisfactory to the City that the Assignee has obtained all Regulatory Approvals required to operate as a wireless telecommunications service provider on the assigned License Area, a copy of the assignment agreement (or other document reasonably satisfactory to the City in the event of an assignment under Section 16.3 (Permitted Assignments)), and an instrument in recordable form that contains a covenant of assumption by such assignee satisfactory in substance and form to the City, consistent with the requirements of this Article. 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. Except for a Permitted Assignment as provided in Section 16.3 (Permitted Assignments), Licensee shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed assignment, 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 Term will be limited to Two Thousand Dollars (\$2,000.00) for each request.

16.6 Licensee's Customers

Licensee may provide capacity to Licensee's customers using, or permit such customers to use, the Equipment installed by Licensee without the City's consent required in this Section provided that: (1) Licensee remains solely responsible for such Equipment and (2) such use by Licensee or Licensee's customers does not involve any physical changes to the Equipment other than changes permitted in writing by the City. In any other case, Licensee may provide capacity to Licensee's customers using, or permit such customers

to use, the Equipment installed by Licensee upon prior written notice to the City that (a) identifies the customer who will be using the Equipment and the location(s) where such use will occur; and (b) includes the appropriate annual License Rate for the additional carrier, prorated to account for any partial year. Thereafter, Licensee shall pay the additional carrier fee each year in the same manner as the License Rate so long as the additional carrier continues to use the Equipment. Notwithstanding anything in this Master License to the contrary, Licensee shall not be required to pay any additional fee to allow Licensee's customers to use the wireline portions of the Equipment for data transport, backhaul or similar services.

17. DEFAULT

17.1. Events of Default by Licensee

Any of the following will constitute an event of default by Licensee under this Master License and any Site Licenses issued under it: (1) Licensee fails to pay any sums due to the City within 15 days after notice from the City; (2) Licensee fails to perform or comply with any other obligation or representation made under this Master License or any Site License, if the failure continues for 30 days after the date of notice from the City, or, if such default is not capable of cure within the 30-day period, Licensee fails to promptly undertake action to cure such default within such 30-day period and thereafter fails to use its best efforts to complete such cure within 60 days after the City's notice; (3) Licensee removes its Equipment or abandons the License Area for a continuous period of more than 60 days, such that the License Area is no longer being used for the Permitted Use; or (4) any of the following occurs: (i) the appointment of a receiver due to Licensee's insolvency to take possession of all or substantially all of the assets of Licensee; (ii) an assignment by Licensee for the benefit of creditors; or (iii) any action taken by or against Licensee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief Laws, if any such receiver, assignment, or action is not released, discharged, dismissed, or vacated within 60 days.

17.2. City's Remedies

In addition to all other rights and remedies available to the City at law or in equity, the City will have the following remedies following the occurrence of an event of default by Licensee.

17.2.1. License Continuation

Without prejudice to its right to other remedies, the City may continue this Master License and applicable Site Licenses in effect, with the right to enforce all of its rights and remedies, including the right to payment of License Rates, Additional Fees, and other charges as they become due.

17.2.2. Site License Termination

If a default specific to one or more Site Licenses is not cured by Licensee within the applicable cure period, if any, specified in Section 17.1 (Events of Default by Licensee), the City may terminate each Site License in default.

17.2.3. Master License Termination

If Licensee's default is of such a serious nature in the City's sole judgment that the default materially affects the purposes of this Master License, the City may terminate this Master License in whole or in part. Termination of this Master License in whole will terminate all Site Licenses issued under it automatically and without the need for any further action by the City. In either case, the City will deliver notice to Licensee providing 30-days' notice of termination and specify whether the termination affects the entire Master License or only certain Site Licenses in the notice. The City will specify the amount of time Licensee will have to remove its Equipment from any affected City Asset, which will be at least 30 days after the date of the City's notice for up to 50% of licensed City Assets and an additional 30 days for more than 51% of licensed City Assets. If Licensee does not remove its Equipment within the specified period, the City will be entitled to remove Licensee's Equipment from the City Asset. 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 Asset.

17.2.4. 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 cost in providing notice or performing inspections for the events described below (each, a "**Default Fee**") by giving notice of the City's demand that Licensee cure the default and specifying the cure period. The Default Fee for the initial notice from the City will be due and payable to the City 10 days after delivery of notice to Licensee. In addition, if Licensee fails to cure the condition within the cure period set forth in the initial notice, and the City then delivers to Licensee a follow-up notice requesting compliance, then the Default Fee for the follow-up notice will be due and payable to the City 10 days after delivery of the follow-up notice to Licensee. Default Fees will apply to any of the following events: (1) Licensee constructs or installs any alteration or improvement without the City's prior approval as required by Section 6 (SiteLicenses), Section 7 (Equipment Installation), or Section 7.3.1 (Alterations to City's Property) of this Master License; (2) Licensee fails to cure damage required by Section 9 (Licensee's Maintenance Obligations) on a timely basis; (3) Licensee fails to notify the City, through its project manager, before accessing the License Area or following the plan approval procedures as set forth in Section 7

(Equipment Installation); or (4) Licensee fails to provide evidence of the required insurance coverage described in Appendix B – Insurance Requirements on a timely basis.

17.3. Licensee's Remedies

Licensee's sole remedy for the City's breach or threatened breach of this Master License or any Site License issued under it will be an action for damages, subject to Section 20 (Limitations on City's Liability).

17.4. Cumulative Rights and Remedies

All rights and remedies under this Master License are cumulative, except as otherwise provided.

18. LICENSEE'S INDEMNIFICATION OBLIGATIONS

- A. To the maximum extent permitted by applicable Laws, Licensee, for itself and its successors and assigns, shall indemnify, defend, protect and hold the City, its officers, employees, agents, volunteers invitees and their respective heirs, legal representatives, successors and assigns (the "**Indemnified Parties**"), harmless from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively "**Claims**"), whether direct or indirect, incurred in connection with or arising in whole or in part from: (1) death or personal injury to any person or property damage or other loss that occurred on or about the License Area or arises in connection with Licensee's or its Agents' or Invitees' authorized or unauthorized uses on or about the License Area; (2) any failure or refusal by Licensee to observe or perform any term, covenant or condition in this Master License to be observed or performed on Licensee's part; (3) Licensee's or its Agents' or Invitees' uses or occupancy, or manner of use or occupancy, of the License Area; (4) any exposure to RF emissions or EMFs from Licensee's Equipment or uses on or about the License Area; (5) the License Area condition or any occurrence on or about the License Area attributable to the events described in clauses (1), (2), (3) or (4) in this Section 18; or (6) any act, omission or negligence of Licensee, its Agents or Invitees in, on or about the License Area; all whether any negligence may be attributed to the Indemnified Parties or not, and all whether liability without fault is imposed or sought to be imposed on the Indemnified Parties, but except to the extent that such Claim(s) arise from the Indemnified Parties' sole, gross negligence or willful misconduct. Licensee's obligations under this Section 18 include, without limitation, reasonable fees, costs and expenses for attorneys, consultants and experts, and the City's costs to investigate any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties

from any Claim that actually or potentially falls within this Section 18, even when the allegations in such Claim are groundless, fraudulent or false, and which obligation arises at the time the Indemnified Parties tender such Claim to Licensee and continues at all times until such Claim's final resolution.

- B. Licensee's obligations under this Section 18 will survive the expiration or termination of this Master License or any Site License.

19. INSURANCE

19.1. Licensee's Insurance

As a condition to issuance of any Site License, Licensee must provide proof of compliance with the insurance requirements as stated in Exhibit B – Insurance Requirements except to the extent the City's Risk Manager agrees otherwise.

20. LIMITATIONS ON THE CITY'S LIABILITY

20.1. General Limitations on the City's Liability

To the fullest extent permitted by law, Licensee shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

The City is not responsible or liable to Licensee for, and Licensee hereby waives all Claims against the City, its officers, employees, volunteers, and agents (collectively "City and its Agents" and releases the City and its Agents from, all Claims from any cause (except to the extent caused by the sole, gross negligence or willful misconduct of the City and its Agents), 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, or vehicle collision on or about the License Area or other City Property.

20.2. Consequential Damages

Licensee expressly acknowledges and agrees that the License Rates and any other fees payable under this Master License do not take into account any potential liability of the City for consequential or incidental damages. The City would not be willing to enter into this Master License or issue any Site Licenses in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of the City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any Indemnification obligations of Licensee or other waivers contained in this Master License and as a material part of the consideration for this Master License, Licensee fully releases, waives and discharges forever any and all Claims against the City for consequential and incidental damages arising out of this Master License or any Site License, including lost profits arising from the disruption to Equipment, any interference with uses conducted by Licensee under this Master License and Site Licenses, regardless of the cause, and whether or not due to the active or passive negligence or willful misconduct of the City or its Agents, and covenants not to sue for such damages the City, and the City's other departments, and all City agencies, officers, directors and employees, and all persons acting by, through or under each of them. Without limiting any Indemnification obligations of Licensee or other waivers contained in this Master License, in no event shall Licensee be liable to the City for any special, consequential, or indirect damages.

20.3. 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 15 (Condemnation). 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.

20.4. Non-Liability for City Officials, Employees and Agents

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

20.5. Licensee's Waiver

Licensee acknowledges the City's rights under this Section and waives any Claims

arising from the exercise of its rights. In connection with the preceding sentence and releases and waivers under Section 8.1 (City's Access to License Areas), Section 9.1.3 (No Right to Repair), Section 13.1 (Compliance with Current and Future Laws), Section 14.1.1 (Election to Repair or Replace Damaged Pole), Section 15.1.3 (No Statutory Right to Terminate), Section 19.3 (Subrogation Waiver), Section 20.1 (General Limitations on City's Liability), Section 20.2 (Consequential Damages), Section 20.3 (No Relocation Assistance), Section 23.3 (Application) and any other waiver by Licensee under this Master License, Licensee acknowledges that it is familiar with section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Licensee realizes and acknowledges that the waivers and releases contained in this Master License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated Claims. Licensee affirms that it has agreed to enter into this Master License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code section 1542 and any similar Law. The releases and waivers contained in this Master License will survive its expiration or earlier termination.

21. RECORDS

21.1. Accounting Records

Licensee shall maintain throughout the Term and the term of any Site License entered into during the Term, and for at least three years after any Site License expires or terminates, the following records in physical format at Licensee's place of business within San Joaquin County and in an electronic format: (1) site identification and location for all City Assets under active Site Licenses; (2) the amount and payment date for all License Rates paid to the City pursuant to this Master License; (3) all Regulatory Approvals issued in connection with the Equipment on City Assets; and (4) all correspondence with the City in connection with any matter covered under this Master License. The City, or its designee, will have the right to inspect and audit Licensee's records at Licensee's place of business during regular business hours on 10 days' notice to Licensee.

21.2. Estoppel Certificates

Licensee, at any time and from time-to-time on not less than 30 days' notice from the

City, shall execute, acknowledge and deliver to the City or its designee, a certificate of Licensee stating: (a) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted all or any part of the License Area and specifying the applicable portions of the License Area and reasons for non-acceptance); (b) the Commencement Dates of any Site Licenses then in effect; (c) the Effective Date and Expiration Date of this Master License; (d) that this Master License and Site Licenses are unmodified and in full force and effect or, if modified, the manner in which they are modified; (e) whether any defenses then exist against the enforcement of any of Licensee's obligations under this Master License (and if so, specifying the same); (f) whether any of the City's obligations under this Master License are outstanding (and if so, identifying any City obligations that Licensee believes that the City has failed to meet); (g) the dates, if any, to which the License Rates, Administrative Fees, and or other fees have been paid; and (h) any other information that may be reasonably required by the City or its designee.

22. RULES AND REGULATIONS

At all times throughout the Term, Licensee shall faithfully comply with any and all reasonable rules, regulations and instructions that the City may from time-to-time establish and/or amend with respect to the License Area.

23. SECURITY DEPOSIT

23.1. Amount

At the time Licensee executes this Master License, Licensee must tender to the City for deposit a sum equal to [] (the "**Security Deposit**") to secure Licensee's faithful performance of all terms, covenants and conditions in this Master License and any Site License.

23.2. Further Deposits

In the event that the City applies or uses the Security Deposit in whole or in part to cure any default by Licensee under this Master License or any Site License, Licensee shall replenish the Security Deposit in the amount and on the date specified in a written notice to Licensee. The City may, in the City's reasonable judgment, require Licensee to increase the Security Deposit amount from time-to-time when the City determines that Licensee's past acts or omissions in connection with the License Area warrant additional security.

23.3. Application

Licensee agrees that the City may use the Security Deposit in whole or in part to remedy any damage to the License Area caused by Licensee, its Agents or Invitees or any failure by Licensee to perform any term, covenant or condition in this Master License or any Site License (including without limitation any failure to pay any License Rate or other sums due under this Master License or any Site License either before or after any default). If the City uses the Security Deposit in whole or in part, the City will not be deemed to have waived any rights under this Master License, or legal or equitable rights whatsoever. Licensee expressly waives any rights it may have under California Civil Code section 1950.7 or any similar Law and agrees that the City may retain from the Security Deposit any portion reasonably necessary to compensate the City for any foreseeable or unforeseeable loss or damage caused by Licensee's, its Agents' or Invitee's acts or omissions.

The City's obligations with respect to the Security Deposit shall be in the nature of a debtor, and the City shall not be deemed to hold the Security Deposit in trust for any reason. The City may (but shall not be obligated to) keep the Security Deposit separate from general funds. Licensee shall not be entitled to any interest on the Security Deposit.

Fee

24. SURRENDER OF LICENSE AREA

24.1. Surrender

No later than 30 days after the Expiration Date or other termination of this Master License or any Site License, Licensee shall peaceably remove its Equipment from the applicable portion of the License Area and surrender the License Area to the City in good order and condition, normal wear and tear excepted, free of debris and hazards, and free and clear of all liens and encumbrances. Immediately before the Expiration Date or other termination of this Master License, Licensee shall remove all of Licensee's Equipment except for any fiber optic cable to which the City will obtain title under and Site License and repair any damage resulting from the removal. Licensee's obligations under this Section 24.1 will survive the Expiration Date or other termination of this Master License.

24.2. Abandonment

At its option, the City may deem any items of Licensee's Equipment that remain on a City asset or otherwise on the License Area or other City Property more than 30 days after the Expiration Date of this Master License to be abandoned and in such case the City may dispose of the abandoned Equipment in any lawful manner after expiration of a 30-day period initiated by the City's notice to Licensee to remove the Equipment. Licensee agrees that California Civil Code sections 1980 et seq. and similar provisions of

the Civil Code addressing abandoned property by residential or commercial tenants do not apply to any abandoned Equipment.

24.3. Holding Over

Any holding over after the Expiration Date with the express consent of the City will be construed to automatically extend the Term of this Master License for a period of one License Year at a License Rate equal to 150% of the License Rate in effect immediately before the Expiration Date, and the Master License otherwise will be on its express terms and conditions. Any holding over without the City's consent will be a default by Licensee and entitle the City to exercise any or all of its remedies, even if the City elects to accept one or more payments of License Rates, Additional Fees or other amounts payable to the City from Licensee after the Expiration Date.

25. HAZARDOUS MATERIALS

25.1. Hazardous Materials in License Area

Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on, under or about the License Area or any other part of City Property, or transported to or from any City Property in violation of Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as needed for routine operation, cleaning and maintenance of Licensee's Equipment that are customarily used for routine operation, cleaning and maintenance of such equipment and so long as all such Hazardous Materials are contained, handled and used in compliance with Environmental Laws. Licensee shall immediately notify the City if and when Licensee learns or has reason to believe any Release of Hazardous Material has occurred in, on, under or about the License Area or other City property.

25.2. Licensee's Environmental Indemnity

If Licensee breaches any of its obligations contained in this Section, or if any act, omission, or negligence of Licensee or any of its Agents or Invitees results in any contamination of the License Area or other City Property, or in a Release of Hazardous Material from, on, about, in or beneath any part of the License Area or other City Property, or the violation of any Environmental Law, then Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless the City, as set forth in Article 18. Licensee's Indemnification obligation includes costs incurred in connection with any activities required to investigate and remediate any Hazardous Material brought onto the License Area or other City Property by Licensee or any of its Agents or Invitees and to restore the License Area or other City Property to its condition

prior to Licensee's introduction of such Hazardous Material or to correct any violation of Environmental Laws. Without limiting the foregoing, if Licensee or any of its Agents or Invitees causes the Release of any Hazardous Material on, about, in, or beneath the License Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any Indemnified Party, take any and all necessary actions to return the License Area or other City Property, as applicable, to the condition existing prior to the Release of any such Hazardous Materials on the License Area or other City Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the gross negligence or willful misconduct of the City or its Agents. Licensee shall afford the City a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding involving Hazardous Material.

26. TERMINATION

26.1. Licensee's Termination Rights

26.1.1. Master License Termination Rights

Licensee may, in Licensee's sole discretion, elect not to extend this Master License at the end of the initial ten (10) year term or any subsequent extension terms with at least one (1) year's written notice to the City at any time after the Effective Date. Licensee may not terminate this Master License during the initial ten (10) year term except as expressly provided in this Master License.

26.1.2. Site License Termination Rights

Licensee may, in Licensee's sole discretion, terminate any Site License on 90 days' written notice to the City at any time after 12 months from the subject Site License Commencement Date so long as Licensee is not in default with respect to the subject Site License.

26.1.3. Termination Rights after Pole Replacement

If the City exercises its absolute right to replace any City Asset, the City shall make a reasonable effort to provide Licensee with at least 60 days' notice. The City's failure to provide at least 60 days' notice prior to any replacement shall not affect the City's rights under this Master License. Within 90 days after Licensee receives notice from the City, Licensee may elect to either: (1) install Licensee's Equipment on the replacement City Asset at Licensee's sole cost and expense; or (2) terminate the applicable Site License as to the replacement License Area. The term of the Site License will not be affected by the

replacement.

26.2. City's Absolute Right to Terminate Site Licenses

The City has the absolute right to terminate any or all Site Licenses on 30 days' written notice to Licensee when the City determines, in the City's sole discretion, that Licensee's continued use of the License Area(s) adversely affects or threatens public health and safety, constitutes a nuisance, interferes with the City's municipal functions or requires the City to maintain a City Asset no longer necessary for the City's purposes.

26.3. Licensee's Rights after Termination

If the City terminates any Site License for reasons unrelated to Licensee's failure to perform its obligations under this Master License, the Licensee may submit permit applications for a new Site License to replace the terminated Site License. If Licensee opts not to submit permit applications for a replacement Site License, City shall refund any pre-paid Licensee Fee for the terminated Site License on a pro-rata basis. In addition, the City shall prioritize Licensee's permit applications for any Site License to replace the terminated Site License; provided, however, that: (1) the City shall prioritize only as many permit applications as Site Licenses terminated by the City; and (2) the City's prioritization will not affect Licensee's obligations under this Master Agreement.

27. INTERFERENCE

27.1. Licensee's Obligation Not to Cause Interference

Licensee will not operate or maintain its Equipment in a manner that interferes with or impairs other communication (radio, telephone and other transmission or reception) or computer equipment lawfully used by any person, including the City or any of its Agents. Such interference will be an event of default under this Master License by Licensee, and upon notice from the City, Licensee shall be responsible for eliminating such interference promptly and at no cost to the City. Licensee will be required to use its best efforts to remedy and cure such interference with or impairment of City operations. If Licensee does not cure the default promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the City will have the right to bring an action against Licensee to enjoin such interference or to terminate all Site Licenses where the Equipment is causing interference or impairment, at the City's election.

27.2. Impairment Caused by Change in City Use

If any change in the nature of the City's use of the License Area during the Term results in measurable material adverse impairment to Licensee's normal operation of its

Equipment making it necessary to alter the Equipment to mitigate the adverse effect, Licensee shall notify the City and provide evidence of the claimed impairment. Upon receipt of such notice, the City will have the right to make its own reasonable determination and, if it agrees with Licensee, investigate whether it can reasonably and economically mitigate that interference. The City will provide notice to Licensee of the City's determination.

If the City determines in its sole discretion that mitigation is feasible and can be achieved for a reasonable cost in the City's reasonable judgment, the City's notice will specify when the City will mitigate the adverse effect. The City's mitigation will effect a cure, and the City will not be liable to Licensee in any other way or be required to take any other measures with respect to the Equipment.

If the City determines in its sole discretion that mitigation is not feasible or cannot be achieved for a reasonable cost in the City's reasonable judgment, Licensee may elect either to: (1) terminate the Site License as to the affected City Asset and receive a ratable reduction in the License Rate; or (2) take steps itself at its own cost to mitigate the adverse effect and continue to operate the Equipment on the City Pole, and receive from the City a waiver of the License Rate for the first six months of the following License Year under the affected Site License to offset the cost of mitigation.

Licensee agrees that the City's temporary and partial abatement or waiver of the License Rate under this Section 27.2 will be the only compensation due to Licensee for costs incurred or otherwise arising from the adverse effect as liquidated damages fully compensating Licensee for all Claims that may arise or be related to the adverse effects. Under no circumstances may the City be required to alter its operations at the identified City Asset or provide a replacement City Asset to Licensee.

27.3. Impairment Caused by City Access

Licensee agrees that it will not be entitled to any abatement of License Rates if the City exercises its rights of access under Section 8.1 (City Access to License Area) unless the City's activities cause Licensee to be unable to operate Equipment on the License Area for its permitted use for a period of more than 10 days, in which case, subject to proof, License Rates will be abated ratably for the entire period that Licensee is unable to operate any Equipment on any affected City Asset.

28. MISCELLANEOUS PROVISIONS

28.1. Notices

Except as may be specifically provided otherwise in this Master License, all notices, demands or other correspondence required to be given to the City and Licensee under

this Master License must be written and delivered through: (1) an established national courier service that maintains delivery records and confirmations; (2) hand delivery; or (3) certified or registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

TO CITY: [] Department
Attn: []
[Street Address]
_____, CA [Zip Code]
Telephone: (xxx) xxx-xxxx Email:
[Email Address]

with a copy to: City Attorney
[Street Address]
_____, CA [Zip Code]
Telephone: (xxx) xxx-xxxx
Facsimile: (xxx) xxx-xxxx
Email: [Email Address]

TO LICENSEE:

All notices under this Master License will be deemed to have been delivered: (i) five days after deposit if delivered by first class mail; (ii) two days after deposit if delivered by certified mail; (iii) the date delivery is made by personal delivery or overnight delivery; or (iv) the date an attempt to make delivery fails because a party has failed to provide notice of a change of address or refuses to accept delivery. Telephone, facsimile and email information are provided for convenience and for couriers who may require such information, and any notice given solely through electronic means will not be deemed to be effective notice. Any copies required to be given constitute an administrative step and not actual notice. The parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

28.2. Waiver; No Implied Waivers

No failure by either party to insist upon the strict performance of any obligation of the

other under this Master License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, will constitute a waiver of such breach. No acceptance by the City of full or partial payment of License Rates, Administrative Fees, or Additional Fees, or other fees during the continuance of any such breach will constitute a waiver of such breach or of the City's right to demand strict compliance with such term, covenant or condition, or operate as a waiver of any requirement of this Master License. No express waiver by either party of any default or the performance of any provision hereof will affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more waivers of a default or the performance of any provision hereof by either party will not be deemed to be a waiver of a subsequent default or performance. The City's consent given in any instance under the terms of this Master License will not relieve Licensee of any obligation to secure the City's consent in any other or future instance under the terms of this Master License.

28.3. Amendments

No part of this Master License (including all Site Licenses) may be changed, waived, discharged or terminated orally, nor may any breach thereof be waived, altered or modified, except by a written instrument signed by both parties.

28.4. Interpretation

The following rules of interpretation apply to this Master License.

28.4.1. General

Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all correlating forms of the terms (e.g., the definition of "indemnify" applies to "indemnity," "indemnification," etc.).

28.4.2. Multi-party License

If the City enters into a Site License with more than one Licensee for the same License Area, the obligations and liabilities under this Master License imposed on the Licensees will be joint and several among them.

28.4.3. Captions

The captions preceding the sections of this Master License and in the table of contents have been inserted for convenience of reference and such captions in no way define or

limit the scope or intent of any provision of this Master License.

28.4.4. City Actions

All approvals, consents, exceptions, or other determinations permitted or required by the City under this Master License will be made by or through the Public Works Director or designee, unless otherwise provided in this Master License or by the City Charter, Municipal Code, or any City ordinance.

28.4.5. Words of Inclusion

The use of the term “including,” “such as,” or words of similar import when following any general or specific term, statement or matter may not be construed to limit the term, statement or matter to the stated terms, statements or matters, whether or not language of non-limitation, such as “including, but not limited to” and “including without limitation” are used. Rather, the stated term, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within the broadest scope of the term, statement or matter.

28.4.6. Laws

References to all “Laws,” including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the Effective Date and as they are amended, replaced, supplemented, clarified, corrected or superseded at any time while any obligations under this Master License or any Site License are outstanding, whether or not foreseen or contemplated by the parties.

28.5. Successors and Assigns

The terms, covenants and conditions contained in this Master License bind and inure to the benefit of the City and Licensee and, except as otherwise provided herein, their successors and assigns.

28.6. Brokers

Neither party has had any contact or dealings through any licensed real estate broker or other person who could claim a right to a commission or finder’s fee in connection with this Master License or any Site License contemplated herein (“**Broker**”), whose commission, if any is due, is to be paid pursuant to a separate written agreement between such Broker and the party through which such Broker contracted. If any Broker perfects a claim for a commission or finder’s fee based upon any such contact, dealings or communication, Licensee shall indemnify the City from all Claims brought by the Broker. This Section will survive expiration or earlier termination of this Master License.

28.7. Severability

If any provision of this Master License or the application thereof to any person, entity or circumstance is invalid or unenforceable, the remainder of this Master License, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Master License will be valid and be enforced to the full extent permitted by Law, except to the extent that enforcement of this Master License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Master License.

28.8. Governing Law; Venue

This Master License must be construed and enforced in accordance with the laws of the State of California and the City Charter, without regard to the principles of conflicts of law. This Master License is made, entered and will be performed in the City of Stockton, County of San Joaquin, State of California. Any action concerning this Master License must be brought and heard in Superior Court for the County of San Joaquin or in the United States District Court for the Eastern District of California.

28.9. Time for Performance

Provisions in this Master License relating to number of days mean calendar days, unless otherwise specified. "Business day" means a day other than a Saturday, Sunday or a federal or City holiday. If the last day of any period to give notice, reply to a notice, or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day. Time is of the essence with respect to all provisions of this Master License in which a definite time for performance is specified.

28.10. Survival

Expiration or earlier termination of this Master License will not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Master License, or any provision of this Master License that survives termination.

28.11. Recording

Licensee agrees not to record this Master License, any Site License or any memorandum or short form of any of them in the Official Records of the County of San Joaquin.

28.12. Counterparts

This Master License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument.

28.13. Approval Authority

Each person signing this Master License and any Site License on behalf of Licensee warrants and represents that: (i) he or she has the full right, power and capacity to act on behalf of Licensee and has the authority to bind Licensee to the performance of its obligations under those agreements without the subsequent approval or consent of any other person or entity; (ii) Licensee is a duly authorized and existing entity; (iii) Licensee is qualified to do business in California; and (iv) Licensee has full right and authority to enter into this Master License and Site Licenses. Upon the City's request, Licensee shall provide the City with evidence reasonably satisfactory to the City confirming the representations and warranties above.

[END OF MASTER LICENSE – SIGNATURES APPEAR ON NEXT PAGE]

The City and Licensee executed this Master License as of the date last written below:

CITY OF STOCKTON:

LICENSEE:

By: _____

By: _____

Its: City Manager

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

[END OF SIGNATURE – ATTACHMENTS APPEAR ON NEXT PAGE]

Exhibit A**FORM OF SITE LICENSE AGREEMENT
FOR SMALL WIRELESS FACILITIES****MLA NO.** _____**SITE LICENSE NO.** _____

This SITE LICENSE AGREEMENT FOR SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY ("Site License") between the City of Stockton, a municipal corporation and charter city ("City") and _____ ("Licensee") is effective on [date] ("Commencement Date"). This Site License may refer to the City and/or Licensee individually as a "Party" or collectively as the "Parties."

Background

- A. The Parties entered into a Master License Agreement for Small Wireless Facilities in the Right-of-Way ("Master License") effective on [date].
- B. The Licensee has submitted the small wireless facilities permit application required by Stockton Municipal Code and City policies.
- C. The Licensee acknowledges that this Site License will not be effective until executed by the City and returned to Licensee. The City reserves the absolute right to reject any application to install small wireless facilities on City assets. If the permit application is rejected, this Site License is not effective.

NOW THEREFORE, in exchange for the consideration received by the City, as reflected in this Site License, the Parties agree as follows:

1. Master License. The terms of the Master License shall apply to this Site License, and are incorporated herein by this reference. The definitions set forth in the Master License Agreement apply to the capitalized terms in this Site License, unless a term is specifically defined in this Site License.

If the Master License expires during the term of this Site License, the terms of the Master License shall remain applicable and enforceable as part of this Site License.

2. License Area.

- A. Pursuant to the terms and conditions of this Site License, the Master License, and the Stockton Municipal Code and regulations, the City agrees to license to Licensee the area reflected in the small wireless facilities permit application attached to

Exhibit A-1, for the installation, operation, and maintenance of the telecommunications equipment specified in Exhibit A-1. Licensee acknowledges that Exhibit A-1 is the approved plan for license areas granted, and that Licensee is only permitted to install the Equipment and other improvements shown in Exhibit A-1. The City reserves the absolute right to reject any application to install wireless facilities on City assets. If the permit application is rejected, the Site License is not effective.

B. Licensee's Due Diligence.

Licensee expressly represents and warrants to the City that Licensee has conducted a reasonably diligent and independent investigation, either for itself or through an Agent selected by Licensee, into the License Area condition and suitability for Licensee's intended use, and that Licensee relies solely on its due diligence for such determination. Licensee further expressly represents and warrants to the City that Licensee's intended use is the Permitted Use as defined in Section 5 in this Master License.

3. Initial Term and Extensions

- A. The initial term of this Site License shall be ten years from the Commencement Date, and will automatically expire 10 years from the Commencement Date (the "**Expiration Date**"), unless extended or terminated in writing in accordance with this Master License.
- B. Provided that Licensee is not in default of the Agreement or any Supplemental Agreement following written notice and the expiration of any applicable cure period, this Agreement may, upon written approval, be renewed for successive five-year renewal terms (each, a "Renewal Term").
- C. The initial term and all extensions shall be collectively referred to herein as the "Term."

4. Utilities *[subject to negotiation on site-by-site basis]*

Upon approval of the Public Works Director, the City may permit Licensee to submeter from the electrical service for the License Area, subject to an additional payment of ____.

5. Certified Access Specialist Disclosure

Pursuant to California Civil Code § 1938, and to the extent applicable to this Site License, the City expressly advises Licensee, and Licensee expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected the License Area in whole or in part to determine whether it meets all applicable construction-related accessibility requirements.

6. Termination

In addition to the grounds for termination set forth in the Master License:

- A. Licensee may, in Licensee's sole discretion, terminate this Site License on 90 days' written notice to the City at any time after 12 months from the Commencement Date, so long as Licensee is not in default under this Site License.
- B. The City may terminate this Site License in the event of any default by Licensee under this Site License or the Master License, or the failure to comply with any provisions of the Stockton Municipal Code or City regulations, or any terms or conditions of any permit issued for the License Area.
- C. If Licensee fails to cure any default within the timeframes set forth in the Master License, this Site License shall be immediately terminated, and City may determine whether to terminate the Master License.
- D. Should Licensee fail to complete construction of the Licensed Site within 90 days of the Commencement Date, this Site License will terminate immediately without notice of default or opportunity to cure, unless the City grants an extension of Licensee's small wireless facilities permit, as set forth in Stockton Municipal Code section ____.

7. Counterparts

This Site License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument.

CITY OF STOCKTON:

LICENSEE:

By: _____
Director or Designee

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

DRAFT

EXHIBIT A-1

LICENSE AREA

[City to attach approved small wireless facilities permit application with final, approved plans]

DRAFT

EXHIBIT B.**INSURANCE REQUIREMENTS**

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once the Master License Agreement has been approved by the City, you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit B:
Insurance Requirements for Master License Agreements

Licensee shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Licensee, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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 no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Licensee under

this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this agreement.

Primary Coverage

The Additional Insured coverage under the Licensee's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Licensee's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Licensee hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City of Stockton 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 of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Licensee, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Licensee shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Licensee shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Licensees shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this agreement. Licensee shall include the following language in their agreement with

Subcontractors: Subcontractors hired by Licensee agree to be bound to Licensee and City in the same manner and to the same extent as Licensee is bound to City under the agreement documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner agreement document indemnity and insurance provisions will be furnished to the subcontractor upon request. Licensee shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202