

*****MODEL - REMOVE THIS TITLE WHEN USED*****

CITY OF CORONA

**SMALL CELL SITE
MASTER LICENSE AGREEMENT**

(*INSERT LICENSEE NAME***)
(SCMLA #***INSERT #***)**

1. PARTIES AND DATE.

This Small Cell Site Master License Agreement (“License”) is made and entered into this *****INSERT DATE***** day of *****INSERT MONTH*****, *****INSERT YEAR***** (“Effective Date”), by and between the City of Corona (hereinafter referred to as “City”), a California municipal corporation and general law city with its principal place of business at 400 South Vicentia Avenue, Corona, CA 92882 and *****INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***** (hereinafter referred to as “Licensee”), with its principal place of business at *****INSERT ADDRESS*****. City and Licensee are sometimes referred to individually as “Party” and collectively as the “Parties” throughout this License.

2. RECITALS.

2.1 Definitions.

In addition to those words defined elsewhere in this License, the following definitions shall apply to this License:

2.1.1 City Fiscal Year. “City Fiscal Year” means July 1st of any given calendar year through June 30th of the following calendar year.

2.1.2 CMC. “CMC” means the Corona Municipal Code as it exists on the date of this License or as may be amended from time to time by the City.

2.1.3 Licensed City Property. “Licensed City Property” means any of the following, as approved by the City for the location of a Small Cell Site and as specified in a particular Location Specific Supplement: (i) a new or existing City utility pole or street light standard in the public right-of-way; (ii) any surrounding right-of-way property needed for above or below ground cabinets, boxes, pedestals and other approved equipment; and (iii) such other property as is reasonably necessary for access and utility easements (including space for conduits to the nearest appropriate utility provider).

2.1.4 Licensee Property. “Licensee Property” means any and all communications facilities, low powered radio access nodes, utility lines, transmission lines, electronic equipment, transmitting and receiving antennas, cabinets, boxes, pedestals, wiring or other associated and appurtenant equipment or personal property brought onto, or allowed to be

brought onto, the Licensed City Property or any City property by Licensee for the Small Cell Site, including, without limitation, any Licensee Spare Pole/Standard, but not including any Licensee Supplied Pole/Standard which becomes City property upon installation.

2.1.5 Location Specific Supplement. “Location Specific Supplement” shall mean each separate agreement entered into between the City and Licensee with regard to a specific Small Cell Site, which agreement shall be in a form substantially similar to that attached hereto as **Exhibit “A”** and incorporated herein by reference, or with any revisions approved by the City Attorney, and which shall be subject to the terms and conditions of this License.

2.1.6 Location Specific Supplement Commencement Date. “Location Specific Supplement Commencement Date” shall mean the first (1st) day of the second (2nd) full calendar month following the Location Specific Supplement Effective Date.

2.1.7 Location Specific Supplement Effective Date. “Location Specific Supplement Effective Date” shall mean the date by which the Location Specific Supplement is approved by the City, which date shall be entered into the “parties and date” section of the Location Specific Supplement.

2.1.8 Small Cell Site. “Small Cell Site” shall mean as defined in CMC Section 17.65.020, as such section exists on the Effective Date of this License or as may be amended from time to time by the City.

2.1.9 Small Cell Site Approval Process. “Small Cell Site Approval Process” shall mean: (i) the process outlined for Small Cell Sites provided for in CMC Section 17.65.020, as such section exists on the Effective Date of this License or as may be amended from time to time by the City; (ii) any other applicable federal, state or local law, rule or regulation, including, without limitation, the California Environmental Quality Act; and (iii) any other laws, rules, policies or regulations adopted or approved by the City which are applicable to Small Cell Sites, whether such laws, rules, policies or regulations are included in the CMC or elsewhere and whether or not they replace or supplement CMC Section 17.65.020. Licensee understands, acknowledges and agrees that no provision of this License is intended to and shall not amend or alter the requirements of the Small Cell Site Approval Process.

2.1.10 Telecommunications Services. “Telecommunications Services” has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to Licensee by the Federal Communications Commission.

2.2 Purpose of License. City desires to allow Licensee to use Licensed City Property and Licensee desires to use Licensed City Property in exchange for due and adequate consideration, the receipt and sufficiency of which are acknowledged by the Parties and further described and set forth in this License. The purpose of this License is to allow Licensee to install and operate Small Cell Sites on Licensed City Property in order to provide Telecommunications Services. The Small Cell Sites are intended to support and enhance wireless connectivity, coverage and performance and to minimize weak spots or coverage gaps while reducing the

burden on existing wireless communication towers and similar infrastructure in order to provide better Telecommunications Services to its customers.

3. TERMS.

3.1 License.

3.1.1 Licensed City Property. City hereby grants Licensee a license in, on, across and over Licensed City Property, on the terms hereinafter set forth, for the purpose of constructing, installing, operating, maintaining and repairing Small Cell Sites to provide Telecommunications Services.

3.1.2 Approval of Particular Small Cell Sites. The grant of this License is dependent upon Licensee obtaining, at its sole cost and expense, any land use permits or other approvals for the installation and operation of each particular Small Cell Site, including, without limitation, approvals required by the Small Cell Site Approval Process. City agrees to reasonably cooperate with Licensee in connection with obtaining any such land use permits or other approvals required to be obtained from third parties, provided that nothing in this License shall obligate City to grant any land use permits, approve any designs submitted by Licensee or exercise City's discretion in any particular manner regarding the permitting process for the Small Cell Sites.

3.1.3 Authorized Locations for Licensed City Property. Subject to the Small Cell Site Approval Process, the location of each Licensed City Property shall be subject to the sole and absolute discretion of the City's Community Development Director, or such other person as may be designated by the City Manager ("City Approving Authority"). While the City Approving Authority shall not approve any location which is not allowed under the Small Cell Site Approval Process, he or she shall have the discretion to determine whether any other location is acceptable to the City for any or no reason.

3.1.4 Location Specific Supplement. Following the City's approval of a particular Small Cell Site pursuant to the Small Cell Site Approval Process, Licensee and City shall execute a Location Specific Supplement which has been prepared and approved by the City. The Location Specific Supplement shall incorporate by reference all terms and conditions of this License.

3.1.5 Use. Licensee's use of the Licensed City Property shall comply with all applicable federal, state and local laws, rules, policies and regulations, including, without limitation, the City's business license requirements provided for in CMC Title 5. In addition, the Licensed City Property shall be used only to provide Telecommunications Services through the operation of Small Cell Sites. Licensee understands, acknowledges and agrees that it shall use the Licensed City Property only in accordance with this section and for no other purpose, and that City may terminate this License (and all Location Specific Supplements under this License) for default, in accordance with the provisions of Section 3.5.2, upon a determination by City that any violation of this section has occurred.

3.1.6 City's Prior Rights. Any and all rights expressly granted to Licensee under this Agreement, which shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of the City under any and all applicable federal, state and local laws, rules, policies and regulations to use any and all parts of the Licensed City Property and any other City rights-of-way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title of record which may affect the Licensed City Property and any other City rights-of-way as of the Effective Date of this License.

3.2 Term.

3.2.1 Initial Term. The term of this License shall be for five (5) years ("Initial Term"), commencing on the Effective Date. This License (and all Location Specific Supplements under this License) may be terminated in accordance with the provisions of Section 3.5.1 herein.

3.2.2 Option to Renew; Renewal Terms. Licensee shall have the option to renew this License, as provided herein, for four (4) additional five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth in this License. Each Renewal Term shall automatically commence unless Licensee notifies the City in writing of Licensee's decision not to exercise its option to renew this License at least ninety (90) days prior to the expiration of the proceeding Initial Term or Renewal Term. Such notice shall be deemed given upon receipt, as provided for in Section 3.22. The terms "Initial Term" and "Renewal Term" may sometimes be collectively referred to as "Term" in this License or any Location Specific Supplement.

3.2.3 Location Specific Supplement Term. Each Location Specific Supplement shall have the same Term as this License; provided, however, that any Location Specific Supplement with an effective date which falls within the fourth Renewal Term of this License (i.e. within years 21 through 25) ("Fourth Renewal Supplement") shall have a term of five (5) years from its effective date ("Fourth Renewal Supplement Term"). If the Term of this License is thereafter extended by mutual agreement of the Parties following the execution of the Fourth Renewal Supplement, the Fourth Renewal Supplement Term shall be eliminated and the Fourth Renewal Supplement shall have the same amended or extended term as this License.

3.2.4 Holdover. If Licensee shall remain in possession of any Licensed City Property at the expiration of the Initial Term or any Renewal Term, without notifying the City as required in Section 3.2.2 or without prior written consent from the City, such tenancy shall be deemed a month-to-month tenancy. If Licensee shall remain in possession of any Licensed City Property at the expiration of a Fourth Renewal Supplement Term, without prior written consent from the City, such tenancy shall be deemed a month-to-month tenancy. Every month-to-month tenancy shall be under the same terms and conditions of this License, except that: (i) Licensee shall pay to City for each Small Cell Site a monthly rent equal to three hundred percent (300%) of one-twelfth (1/12) of annual Small Cell Charges (see Section 3.4) that Licensee is obligated to pay City as of the commencement of such month-to-month tenancy; and (ii) either Party may

terminate this License (and all Location Specific Supplements under this License) for any or no reason at any time upon thirty (30) days prior written notice to the other Party.

3.3 Small Cell Site Development and Maintenance; Risk of Loss.

3.3.1 Small Cell Site Development; City Approved Plans. Licensee shall be permitted to construct, install, operate, maintain and repair each approved Small Cell Site, as such Small Cell Site is shown on plans approved by the City pursuant to the Small Cell Site Approval Process, which plans shall be attached to the Location Specific Supplement for that Small Cell Site (“City Approved Plans”). In addition to any other submittal requirements, and if requested by City, Licensee shall provide “load” (structural) calculations for all utility poles or street light standards on which Licensee intends to install the Small Cell Site. Licensee shall not be entitled to construct, install, operate, maintain or repair any communication facilities, utility lines, transmission lines, electronic equipment, transmitting and receiving antennas, or any other cabinets, boxes, pedestals or other equipment or structures which are not expressly shown on the City Approved Plans. All of Licensee’s construction, installation, operation, maintenance and repair work shall be performed at Licensee’s sole cost and expense, in a good and workmanlike manner, and accordance with the City Approved Plans.

3.3.2 Licensee Supplied Utility Poles and Light Standards. If Licensee selects a utility pole or street light standard that is structurally inadequate to accommodate its Small Cell Site, Licensee may at its sole cost and expense replace the utility pole or street light standard with one that is acceptable to and approved by the City (“Licensee Supplied Pole/Standard”). Licensee understands, acknowledges and agrees that any Licensee Supplied Pole/Standard shall be gifted to the City upon installation and shall thereafter be the City’s sole and exclusive property. For each Licensee Supplied Pole/Standard, Licensee shall provide a spare pole or standard, as applicable, for storage by City free of charge (“Licensee Spare Pole/Standard”). Every Licensee Spare Pole/Standard shall be owned by Licensee until installed, and Licensee shall accept all risk of loss for them as provided for in Section 3.3.8. In the event a Licensee Supplied Pole/Standard needs to be replaced for any reason, City will replace it with a Licensee Spare Pole/Standard, as applicable, at Licensee’s sole cost and expense. Licensee shall thereafter provide City with a new Licensee Spare Pole/Standard, as applicable, within sixty (60) calendar days.

3.3.3 Amendments to City Approved Plans; Amended Location Specific Supplement. If for any reason Licensee or City require a material change in equipment depicted in the City Approved Plans, as determined by City in its sole but reasonable discretion, Licensee shall first obtain the written approval of the City pursuant to the Small Cell Site Approval Process, which approval shall not be unreasonably withheld, conditioned or delayed. Following such approval, an amended version of the Location Specific Supplement shall be approved and executed, in a form prepared and approved by the City Attorney, and the amended version of the City Approved Plans shall be attached to the amended Location Specific Supplement.

3.3.4 Electrical Service. Licensee shall pay for the electricity it consumes to operate each Small Cell Site. Licensee shall have the option to either: (i) use the power source that services the City’s utility pole or street light standard; or (ii) draw electricity separately from

any utility company that will provide service to the Small Cell Site. Licensee's chosen method, which shall be clearly shown on the City Approved Plans for each Small Cell Site, shall be subject to the following:

(A) Separate Electrical Service. Licensee shall be responsible for obtaining any and all permits, easements, licenses and other approvals needed to provide the separate electrical service to the Small Cell Site. City agrees to sign such documents as may be required by the electrical service company to provide such service to the Small Cell Site, including an easement or license, in a form acceptable to the City, in, over across or through that portion of Licensed City Property that is necessary to serve the particular Small Cell Site. Any such easement or license shall include a provision requiring the relocation of such easement or license, at the sole cost of Licensee and/or the electrical service company, if deemed necessary by the City in its sole discretion.

(B) Use of Electricity Powering City Pole or Street Light. For each Small Cell Site which uses the electricity powering the City utility pole or street light standard on which it is located, Licensee shall pay to City the Annual Electric Power Charge provided for in Section 3.4.4 of this License.

3.3.5 Maintenance. Licensee shall, at its sole cost and expense, keep the Small Cell Sites and the portion of the Licensed City Property on which it is located in good and proper condition, reasonable wear and tear excepted, in compliance with all applicable laws, rules, policies and regulations concerning Licensee's use of the Licensed City Property. Licensee shall also not cause its trash and other debris to be placed on the Licensed City Property. All Small Cell Sites shall be maintained in good and workable order and reasonably good appearance, provided that any noticeable degradation or discoloration of the Small Cell Sites in comparison with their original appearance or as set forth in the City Approved Plans shall be deemed not to constitute "reasonably good appearance" for purposes of this Section. All Small Cell Sites shall be returned to a reasonably good appearance in accordance with City's written direction which may be provided from time to time in the City's reasonable discretion, and which may include, without limitation, painting and repair.

3.3.6 Repair of Licensed City Property. Licensee shall be responsible for all damages to Licensed City Property caused by or incident to Licensee's use of the Licensed City Property or implementation of this License or any Location Specific Supplement. At the option of City, Licensee shall either makes repairs as directed by City or shall reimburse City for any repairs made by City or a third party under the direction of City.

3.3.7 Access; Public Works Permit Required. Licensee shall obtain a permit from the Public Works Department to allow Licensee and its employees, agents, contractors, subcontractors and invitees to work within the City's public rights-of-way, including within the Licensed City Property. The Public Works Department currently issues "blanket" annual Public Works Excavation Permits to grant on-going access to utility companies similar to Licensee, but Licensee shall comply with whatever requirements the Public Works Department may from time to time institute for these purpose.

3.3.8 Risk of Loss; No Obligation to Pursue Third Parties. Licensee understands, acknowledges and agrees that Licensee bears all risks of loss, damage, relocation and/or replacement of the Licensee Property under this License from any cause whatsoever, and City shall not be liable for any cost related to a loss, damage, relocation and/or replacement, including, without limitation, damage caused by the City's removal of any Licensee Property pursuant to the terms of this License. In the event that the City seeks reimbursement or damages of any kind from any third party responsible for damage to City property, including any City utility pole or street light standard on which a Licensee Small Cell Site is located, City is under no obligation to pursue reimbursement or damages on behalf of Licensee. Notwithstanding the foregoing, City and Licensee shall reasonably cooperate with each other if either Party determines to pursue reimbursement or damages from responsible third parties.

3.4 Consideration; Small Cell Charges.

3.4.1 Annual License Payment - Equipment Mounted to City Poles or Street Lights. As consideration for mounting equipment to each City utility pole or street light standard, Licensee shall pay to the City the annual amount of [***INSERT WRITTEN AMOUNT***] Dollars [(***\$INSERT NUMERICAL AMOUNT***)] for each Small Cell Site approved by the City and documented by a Location Specific Supplement ("Annual License Payment").

3.4.2 Annual Space Charge - Above Ground Equipment. For each Small Cell Site which includes any above ground mounted cabinets, boxes, pedestals and other approved equipment (including any needed to supply electrical power), Licensee shall pay to the City the additional annual amount of [***INSERT WRITTEN AMOUNT***] Dollars [(***\$INSERT NUMERICAL AMOUNT***)] per square feet of space required, as determined by the City Approved Plans ("Annual Above Ground Space Charge").

3.4.3 Annual Space Charge - Below Ground Equipment. For each Small Cell Site which includes any below ground mounted cabinets, boxes, pedestals and other approved equipment (including any needed to supply electrical power), Licensee shall pay to the City the additional annual amount of [***INSERT WRITTEN AMOUNT***] Dollars [(***\$INSERT NUMERICAL AMOUNT***)] per square feet of space required, as determined by the City Approved Plans ("Annual Below Ground Space Charge"). Notwithstanding the foregoing, if a Small Cell Site uses no above ground space for any equipment, the Annual Below Ground Space Charge shall be equal to One Dollar (\$1.00) and shall not be subject to any annual Cost of Living Adjustment as provided for in Section 3.4.5 below.

3.4.4 Annual Electric Power Charge. For each Small Cell Site which uses electricity powering the City utility pole or street light standard on which it is located, Licensee shall pay to the City the following additional annual amount based upon the maximum plate rating utilized:

(A) Up to 75W = [***INSERT WRITTEN AMOUNT***]
Dollars [(***\$INSERT NUMERICAL AMOUNT***)];

(B) 76W – 149W = [***INSERT WRITTEN AMOUNT***]
Dollars [(***\$INSERT NUMERICAL AMOUNT***)]; or

(C) 150W – 225W = [***INSERT WRITTEN AMOUNT***]
Dollars [(***\$INSERT NUMERICAL AMOUNT***)] (“Annual Electric Power Charge”).

3.4.5 Annual Cost of Living Adjustment. Except as provided in Section 3.4.3 above, the Annual License Payment, Annual Above Ground Space Charge, Annual Below Ground Space Charge and the Annual Electric Power Charge shall increase by four percent (4%) on July 1st of each year following the Effective Date of this License.

3.4.6 Small Cell Charges. The Annual License Payment, Annual Above Ground Space Charge, Annual Below Ground Space Charge and the Annual Electric Power Charge may be collectively referred to as the “Small Cell Charges” in this License.

3.4.6 Payment.

(A) First City Fiscal Year. The Annual License Payment, Annual Above Ground Space Charge, Annual Below Ground Space Charge and the Annual Electric Power Charge applicable to the first City Fiscal Year of each Location Specific Supplement, which amounts shall be prorated for the number of months remaining in such City Fiscal Year (partial months shall equal a full month), shall be due and payable on or before the Location Specific Supplement Commencement Date.

(B) Following City Fiscal Years. The Annual License Payment, Annual Above Ground Space Charge, Annual Below Ground Space Charge and the Annual Electric Power Charge applicable to the second and following City Fiscal Years of each Location Specific Supplement shall be due and payable on or before July 1st of each City Fiscal Year.

(C) Payment Process. All payments shall be made payable to: City of Corona, 400 South Vicentia Avenue, Corona, CA 92882, or to such other person, firm or place as City may, from time to time, designate in writing at least thirty (30) days in advance of any payment due date. Upon agreement of the Parties, Licensee may make payments by electronic funds transfer and in such event, City agrees to provide to Licensee bank routing information for such purpose upon request of Licensee.

3.4.7 Late Payment. Licensee hereby acknowledges that late payment by Licensee to City of any payment and other sums due hereunder will cause City to incur costs not

contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any payment and other sums due hereunder is not received by City within ten (10) business days after such amount is due, Licensee shall pay to City a late charge equal to ten percent (10%) of such overdue amount, as well as interest on the outstanding amount which shall accrue at the rate of ten percent (10%) per annum until paid. In no event shall the late charge or interest exceed the maximum allowable by law. The Parties hereby agree that such late charge will automatically accrue by reason of any late payment or other sums due hereunder by Licensee. Acceptance of such late charge by City shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor shall it prevent City from exercising any of the other rights and remedies granted hereunder.

3.5 Termination.

3.5.1 Termination By Licensee. Licensee may terminate this License (and all Location Specific Supplements under this License) or any individual Location Specific Supplement upon sixty (60) days written notice to City at any time: (i) if Licensee is unable to occupy or utilize the applicable Licensed City Property due to ruling or directive of the FCC or other governmental agency, which cannot be reasonably corrected by Licensee, including but not limited to, a take back of channels or roadways or change in frequencies; or (ii) applications for any certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities for applicable Small Cell Site(s) should be finally rejected or any such Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority. Notwithstanding anything to the contrary herein, Licensee may terminate this License at any time with or without cause prior to the execution of the first Location Specific Supplement under this License upon written notice to City. In the event that Licensee exercises its option to terminate this License prior to the execution of the first Location Specific Supplement under this License, Licensee shall pay City the sum of Five Thousand Dollars (\$5,000), but shall not be subject to any penalty or further liability beyond this payment.

3.5.2 Termination For Default. Violation of any term, covenant, condition or provision contained herein by either Party shall be cause for immediate termination of the License (and all Location Specific Supplements under this License) or any individual Location Specific Supplement by the non-defaulting Party, unless corrected within thirty (30) days after the defaulting Party's receipt of the non-defaulting Party's written request to do so. If such violation cannot reasonably be corrected within such thirty (30) day period, neither Party shall have the right to terminate this License if the defaulting Party commences correction of the violation within such thirty (30) day period and thereafter diligently pursues such correction to completion. Notwithstanding the foregoing, any instance of late payment by Licensee is cause for immediate termination, at the sole discretion of City, unless payment is made along with all applicable penalties and interest within thirty (30) days after City notifies Licensee in writing of the late payment. Upon the third instance of late payment during the Term of this License, Licensee shall not be entitled to the thirty (30)-day cure period, and the City may immediately terminate this License (and all Location Specific Supplements under this License) or any individual Location Specific Supplement by providing written notice of termination to Licensee.

Notwithstanding Section 3.5.3 in the event this License (and all Location Specific Supplements under this License) or any individual Location Specific Supplement is terminated pursuant to the immediately preceding sentence, the Licensee shall be deemed to have abandoned all rights under this License or any applicable Location Specific Supplement, including any and all rights to the Licensee Property and Small Cell Sites, and City shall have the right to remove all applicable Licensee Property and Small Cell Sites pursuant to Section 3.5.4.

3.5.3 Abandonment. Should Licensee fail at any time for a continuous period of six (6) months to use any Licensed City Property identified in a Location Specific Supplement for the purposes contemplated by this License, then City may terminate such Location Specific Supplement upon sixty (60) days written notice to Licensee. In addition to any other rights or remedies, City shall immediately be entitled to exclusive possession and ownership of such portion of Licensed City Property.

3.5.4 Vacating City Property Upon Termination or Expiration. All Licensee Property, including, but not limited to, each Small Cell Site, shall remain Licensee's personal property and are not fixtures. On or before the expiration of the Term or before any sooner termination of this License or a Location Specific Supplement, Licensee shall quit and surrender possession of the Licensed City Property to City in as good order and condition as the date they were first delivered to Licensee under the Location Specific Supplement, reasonable wear and tear excepted. By such date Licensee shall also remove all Licensee Property from the Licensed City Property and repair any damage to the Licensed City Property or any other City real or personal property caused by such removal. Licensee agrees to pay any costs reasonably incurred by City if Licensee fails to comply with this provision, including reasonable attorneys' fees and costs expended on any action by City to compel removal by Licensee or collect damages described in this Section. If Licensee does not remove the Licensee Property and restore the Licensed City Property as required, City may, in its sole discretion and at Licensee's sole cost and expense, remove the Licensee Property and either store it at Licensee's sole cost and expense or dispose of it without liability or compensation to Licensee.

3.6 Interference.

3.6.1 No Interference with Other Licensees or Lessees. Licensee shall operate all Small Cell Sites in a manner that will not cause unreasonable interference or disturbance to other licensees or lessees of the City, provided that the installations of such licensees' or lessees' facilities predate that of the Small Cell Site in question and are operating in compliance with applicable FCC non-interference rules and in a manner that will not cause interference with City communications systems regardless of when such systems are installed or their use commences.

3.6.2 No Interference with Third Party Radio or Television Equipment. Licensee shall operate all Small Cell Sites in a manner that will not cause unreasonable interference or disturbance with any third party's radio or television reception in violation of FCC rules and regulations. If Licensee is notified of any such interference or disturbance, Licensee shall promptly modify or repair the Small Cell Site to eliminate the interference or disturbance. If such interference or disturbance cannot be cured within seven (7) calendar days

of such notification, Licensee shall cease the operation of the Small Cell Site until the interference or disturbance can be eliminated.

3.6.3 No Interference with City Communication Equipment. Licensee shall operate all Small Cell Sites in a manner that will not cause any interference or disturbance with any City communication equipment. If Licensee is notified of any such interference or disturbance, Licensee shall immediately modify or repair the Small Cell Site to eliminate the interference or disturbance. If such interference or disturbance is to the City's public safety communications systems and it cannot be cured immediately, Licensee shall cease operation of the Small Cell Site until the interference or disturbance can be eliminated. If such interference or disturbance is to any other City communication system and it cannot be cured within twenty-four (24) hours of such notification, Licensee shall cease operation of the Small Cell Site until the interference or disturbance can be eliminated. In the case of all interferences or disturbances which cannot be eliminated within the time specified, Licensee shall relocate or redesign the interfering Small Cell Site, if determined necessary by City in its sole but reasonable discretion.

3.6.4 Cooperation; Default. The Parties agree to reasonably cooperate in developing solutions to interferences or disturbances caused in violation of this Section, including determining which design changes may be necessary to end the interference or disturbance. Any interference or disturbance in violation of this Section shall be deemed a material breach by Licensee, who shall, upon written notice from the City, be responsible for eliminating said interference or disturbance. In the event any such interference or disturbance does not cease within the time required, the Parties acknowledge that continuing interference or disturbance may cause irreparable injury and, therefore, the City shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or disturbance or to terminate this License or any Location Specific Supplement immediately upon written notice.

3.6.5 Quiet Enjoyment of City Property. Except in emergencies, Licensee shall not perform or have performed any tests, construction, installation, operation, maintenance or repair activities on Licensed City Property which will likely interfere with City's quiet enjoyment of any other City property not licensed to Licensee. All operations by Licensee shall be in compliance with all applicable FCC requirements, as well as other applicable federal, state and local laws, rules, policies and regulations.

3.7 Condition of Licensed City Property; Hazardous Substances.

3.7.1 Defined. For purposes of this License, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance

Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as “the State Toxic Substances Law”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.7.2 No Warranties for Licensed City Property. City makes no warranty or representation whatsoever concerning the Licensed City Property, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto, or compliance with applicable laws, ordinances or governmental regulations. Licensee’s right to use the Licensed City Property is strictly on an “as is” basis with all faults. City hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil, water, or geology on the Licensed City Property, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.7.3 Hazardous Substances Prohibited. Except as otherwise specifically permitted under the terms of this License, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Licensed City Property in violation of any federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order, decree or other requirement listed in this License. Storage of batteries for emergency power, fuel for generators to be used during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Small Cell Sites are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Licensed City Property, so long as Licensee complies with all applicable federal, state and local laws, rules, policies and regulations governing the use of such items.

3.7.4 Disclosure and Removal of Hazardous Substances. Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Licensed City Property, give written notice to City in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance brought onto the Licensed City Property by Licensee or its employees or agents has come or will come to be located on, under, about or within the Licensed City Property. The failure to disclose in a timely manner the release of a Hazardous Substance brought onto the Licensed City Property by Licensee or its employees or agents, including but not limited to, an amount which is

required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this License or a Location Specific Supplement by City for default, in addition to actual damages and other remedies provided by law. Licensee shall immediately clean-up and completely remove all Hazardous Substances placed by Licensee or its employees or agents on, under, about or within the Licensed City Property, in a manner that is in all respects safe and in accordance with all applicable federal, state, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees. In the event Hazardous Substances at the Licensed City Property are discovered, Licensee shall disclose to City the specific information regarding Licensee's discovery of such Hazardous Substances placed on, under, about or within the Licensed City Property by Licensee or its employees or agents, and provide written documentation of its safe and legal disposal as required by law.

3.7.5 No Storage Tanks. No permanent underground or above-ground storage tanks shall be installed on the Licensed City Property.

3.7.6 Breach. Breach of any of the covenants, terms, and conditions contained in this Section shall give City the authority to either immediately terminate this License or a Location Specific Supplement for default or to require the shutdown of Licensee's operations on the affected Licensed City Property thereon, at the sole discretion of City. In either case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within the Licensed City Property as required by this License and applicable law. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Licensed City Property and City Property by Licensee during Licensee's period of use and possession of the Licensed City Property or City Property. Upon termination of this License, Licensee shall, in accordance with all applicable federal, state, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees remove from the Licensed City Property any equipment or improvements placed on the Licensed City Property by Licensee that may be contaminated by Hazardous Substances.

3.7.7 Indemnification for Hazardous Substances. Licensee shall defend, indemnify and hold City and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of reasonable attorney's fees) to the extent arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Licensed City Property. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the City from any liability created by the Licensee pursuant to such sections.

3.8 Entry by City. City or its officers, employees, contractors, or agents shall at all times have the right without notice to go upon and inspect the Licensed City Property and the operations conducted thereon to assure compliance with the requirements of this License. This

inspection may include, without limitation, taking samples for chemical analysis of substances and materials present and/or testing soils on the Licensed City Property and taking photographs.

3.9 Dangerous Condition. If, in City's judgment, Licensee's Facilities create a substantial risk of harm to persons or property, City may, after twenty-four (24) hours advance telephone or written notice to Licensee, perform such work City deems necessary to reduce or mitigate such risk of harm. Notwithstanding the foregoing, the City shall have the right to immediately perform any work the City deems necessary in its sole discretion to reduce or mitigate an immediate risk of harm. Within fifteen (15) days after a bill is rendered to Licensee, Licensee shall reimburse City for all reasonable costs and expenses incurred by City in performing such work. Failure on the part of City to perform the obligations of Licensee shall not release Licensee from liability hereunder for any loss or damage occasioned thereby.

3.10 Previous Licenses. In the event there is an existing license or other agreement between Licensee and City (or its predecessor-in-interest) covering the Licensed City Property, it is agreed and understood that this License shall cancel, supersede and terminate said prior license or agreement as of the Effective Date of this License.

3.11 Subordinate Rights.

3.11.1 Reservation of Rights. This License is subject and subordinate to the prior and future rights and obligations of City, its successors and assigns, to use the Licensed City Property in the exercise of its powers and in the performance of its duties. Accordingly, there is reserved and retained unto City, its successors, assigns, grantees, contractors, agents and permittees, the right to construct and reconstruct facilities and appurtenances in, upon, over, under, across, and along the Licensed City Property, including in connection therewith, without limitation, the right to collocate equipment of any kind on City utility poles, street light standards or other Licensed City Property, as well as the right to grant and convey to others, rights and interests to the Licensed City Property, provided that the foregoing does not unreasonably interfere with Licensee's use of the Licensed City Property as provided in this License. In the event of interference with Licensee's operations, City agrees to take all reasonable steps necessary to eliminate such interference promptly. If City cannot eliminate such interference, Licensee shall not be entitled to compensation or reimbursement of any kind and Licensee's sole remedy shall be the right to terminate this License by giving City thirty (30) days written notice.

3.11.1 Title Exceptions. This License is subject and subordinate to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters of title ("Title Exceptions") which may affect the Licensed City Property now or hereafter.

3.12 Assignment or Subletting; Collocating.

3.12.1 City Consent Generally Required. Licensee shall not assign, sublicense or transfer this License or otherwise cause or permit the collocation of another carrier's facilities on the Licensed City Property without the prior express written consent of the City, which consent may be withheld in the City's sole discretion notwithstanding sections 1995.260 and 1995.270 of

the California Civil Code, as such sections may be amended from time to time. Notwithstanding the foregoing, Licensee may, with written notice to the City, assign this License, or sublicense the Licensed City Property, without increasing the number or substantially changing the type of facilities on the Licensed City Property, to any of its subsidiaries or successor legal entities, or to any entity acquiring substantially all of the assets of Licensee in the market defined by the FCC in which the Licensed City Property is located by reason of a merger, acquisition or other business reorganization.

3.12.2 City Written Consent Form Always Required. Any assignee, sublicensee or transferee shall be required to assume Licensee's obligations under this License in writing in a form prepared and approved by the City.

3.12.3 Collocation Compensation. Licensee acknowledges that City may refuse to consent to any proposed collocation of another carrier's facilities unless Licensee and/or the sublicensee/collocator agree to pay increased License Payments in an amount acceptable to City in its sole discretion.

3.12.4 Financing Purposes. Notwithstanding anything to the contrary contained in this License, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without City's consent its interest in this License to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided that any such transferee shall be bound by the provisions of this License, including but not limited to the restrictions on transfers, assignments, sublicensing, and collocation.

3.12.5 Unauthorized Actions. Any unauthorized assignment, transfer, sublicense or collocation shall be void and City shall have the right to immediately terminate this License (and all Location Specific Supplements under this License) or any individual Location Specific Supplement.

3.13 Taxes; Possessory Interest. The possessory property interest created by this License may be subject to property taxation, and Licensee may be subject to the payment of property taxes levied on such interest by the appropriate taxing authority. Licensee is required to pay any such tax directly to the appropriate taxing authority. In addition, if personal property taxes are assessed, Licensee shall pay any portion of such taxes directly attributable to the Small Cell Site or other Licensee Property.

3.14 Mechanic's Liens. Licensee shall keep the Licensed City Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Licensee with respect thereto, or any tenant or subtenant thereof. Licensee shall not be considered in violation of this provision if it provides a bond in lieu of the lien which is in conformance with applicable law and which is in an amount and form reasonably acceptable to the City.

3.15 Waiver. The waiver by City or Licensee of any breach of any term, covenant, condition or provision contained herein (“License Terms”) shall not be deemed to be a waiver of such License Terms for any subsequent breach of the same or any other License Terms contained herein. The subsequent acceptance of consideration by City shall not be deemed to be a waiver of any preceding breach by Licensee of any License Terms, other than the failure of Licensee to pay the particular consideration so accepted, regardless of City’s knowledge of such preceding breach at the time of acceptance of such consideration.

3.16 Attorneys’ Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this License, the prevailing Party in such action shall be entitled to have and recover from the losing Party reasonable attorney’s fees and all other costs of such action.

3.17 Insurance.

3.17.1 Time for Compliance. Within five (5) business days following Location Specific Supplement Effective Date (“Insurance Submission Date”), Licensee shall provide evidence satisfactory to the City that it has secured all insurance required under this Section 3.17. In addition, Licensee shall not allow any contractor or subcontractor to commence work on or otherwise enter upon the Licensed City Property until it has provided evidence satisfactory to the City that the contractor or subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this License for default under the provisions of Section 3.5.2.

3.17.2 Minimum Requirements. Licensee shall, at its expense, procure and maintain for the duration of this License, including any Renewal Terms, insurance against claims for injuries to persons or damages to property which may arise from or in connection with use of the Licensed City Property by the Licensee, its agents, representatives, employees or subcontractors. Licensee shall also require all of its contractors and subcontractors to procure and maintain the same insurance for the duration of the License, including any Renewal Terms. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance; and (4) “*All Risk*” *Property Insurance*.

(B) Minimum Limits of Insurance. Licensee shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this License/the Licensed City Property or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per

accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. (4) Licensee shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about the Licensed City Property, with limits equal to the value of all such improvements or alterations.

3.17.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Licensee shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the operations performed by or on behalf of the Licensee under this License, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Licensee or for which the Licensee is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from operations performed by the Licensee under this License.

(D) All Coverages. Each insurance policy required by this License shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days notice of cancellation endorsement is not available Licensee shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Licensee; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and

volunteers. Licensee's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the City any notice of cancellation issued to Licensee shall be considered breach of contract and shall be grounds for City to terminate this License for default.

3.17.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.17.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.17.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion.

3.17.7 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this License. All documents must be received and approved by the City by the Insurance Submission Date; provided, however, that failure to obtain the required documents prior to the Insurance Submission Date shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.17.8 Reporting of Claims. Licensee shall report to the City, in addition to Licensee's insurer, any and all insurance claims submitted by Licensee in connection with this License.

3.18. Indemnity.

3.18.1 Licensee's Indemnification Obligations. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Licensee, its officials, officers, employees, subcontractors, consultants, or agents in performance of this License or use of the Licensed City Property. Licensee shall defend, with counsel reasonably approved by City, at Licensee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, that may be brought or instituted against City, its directors, officials, officers, agents or employees. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against City, its directors, officials, officers, agents or employees. Licensee shall reimburse such parties for any and all

legal expenses and costs reasonably incurred by one or all of them in connection with enforcing this License and/or in connection with the indemnity herein provided. Licensee shall also reimburse City for the costs of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any claim, suit, action or other proceeding. Licensee's obligation shall survive termination or expiration of this License, and shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, agents or employees.

3.18.2. Exceptions. Except for indemnification pursuant to Sections 3.7.7 and this 3.27, neither Party shall be liable to the other, or any of their respective agents, representatives, employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

3.19 Amendments. The provisions of this License may be amended only by mutual written consent of the Parties.

3.20 No Relocation Assistance. Licensee acknowledges that Licensee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this License.

3.21 Time. Time is of the essence of this License.

3.22 Notices. All notices permitted or required under this License shall be given to the respective parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

Licensee:

INSERT COMPANY NAME

INSERT ADDRESS

INSERT ADDRESS

Attn: ***INSERT CONTACT NAME***

INSERT EMAIL ADDRESS

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: City Attorney

All notices hereunder shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

3.23 Entire Agreement. This License constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this License must be in writing and executed by both Parties.

3.24 Invalidity. If any provision of this License is invalid or unenforceable with respect to either party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

3.25 Successors and Assigns. This License shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

3.26 Governing Law and Venue. This License shall be governed by the laws of the State of California. Any action to interpret or enforce this License shall be brought and maintained exclusively in the courts of and for Riverside County, California.

3.27 Quiet Enjoyment/Warranty of Title. City covenants that Licensee, on paying the License Payments and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Licensed City Property. City represents and warrants to Licensee as of the execution date of this License, and covenants during the term hereof that City is seized of good and sufficient title and interest to the City Property.

3.28 Survival. All obligations of Licensee hereunder not fully performed as of the completion or termination of this License shall survive such completion or termination, including without limitation all payment obligations and all obligations concerning the condition of the Licensed City Property and City Property.

3.29 Nondiscrimination. Licensee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, or physical handicap in accordance with applicable laws.

3.30 Authority to Enter Agreement. Both Parties represent to the other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of this License. Each Party warrants that the individuals who have signed this License have the legal power, right, and authority to enter into this License and bind each respective Party.

3.31 Conditions of Approval Incorporated. All conditions of approval imposed by City in connection with the Small Cell Site Approval Process are hereby incorporated by reference, and Licensee shall comply with all such conditions of approval as if fully set forth herein. To the extent there is a direct conflict between any condition of approval and this License, the stricter term, provision or condition shall control.

[SIGNATURES ON NEXT 2 PAGES]

DRAFT

CITY SIGNATURE PAGE FOR

CITY OF CORONA

**SMALL CELL SITE
MASTER LICENSE AGREEMENT**

(*INSERT LICENSEE NAME***)
(SCMLA #[***INSERT #***)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**CITY OF CORONA,
a California municipal corporation**

By:

[***INSERT TITLE***)
[***INSERT NAME***)

Attest:

Lisa Mobley
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

**LICENSEE SIGNATURE PAGE FOR
CITY OF CORONA
SMALL CELL SITE
MASTER LICENSE AGREEMENT**

(***INSERT LICENSEE NAME*****)
(**SCMLA #*****INSERT #*******)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

*****INSERT NAME OF COMPANY*****
a *****INSERT STATE & TYPE OF LEGAL ENTITY*****

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT “A”

**CITY OF CORONA
LOCATION SPECIFIC SUPPLEMENT**

(INSERT LICENSEE NAME**)
(**INSERT SCMLA #** - **UP OR LS**-**INSERT #**)
(**INSERT STREET NAME**; **INSERT UP OR LS #**)**

1. PARTIES AND DATE.

This Location Specific Supplement to a Small Cell Site Master License Agreement (“Supplement”) is made and entered into this **(**INSERT DATE**)** day of **(**INSERT MONTH**)**, **(**INSERT YEAR**)** (“Effective Date”), by and between the City of Corona (hereinafter referred to as “City”), a California municipal corporation and general law city with its principal place of business at 400 South Vicentia Avenue, Corona, CA 92882 and **(**INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY**)** (hereinafter referred to as “Licensee”), with its principal place of business at **(**INSERT ADDRESS**)**. City and Licensee are sometimes referred to individually as “Party” and collectively as the “Parties” throughout this Supplement.

2. RECITALS.

2.1 Small Cell Site Master License Agreement. The Parties entered into that Small Cell Site Master License Agreement with a Location Specific Supplement Effective Date of **(**INSERT DATE**)** (“Master License Agreement”).

2.2 Location Specific Supplement. The Master License Agreement contemplated that a separate Location Specific Supplement would be entered into between the Parties with regard to each specific Small Cell Site.

3. TERMS.

3.1 Licensed City Property. The following Licensed City Property, as well as any adjacent right-of-way or other City property which is needed for above or below ground mounted equipment and which expressly identified in the City Approved Plans, is the subject of this Supplement:

Type of Property:	(**INSERT POLE OR LIGHT STANDARD**)
Property ID Number:	(**INSERT POLE OR STANDARD NUMBER**)
Address:	(**INSERT ADDRESS IF KNOWN OR APPROXIMATE STREET LOCATION**)

3.2 City Approved Plans. As provided for in Section 3.3.1 of the Master License Agreement, the City Approved Plans for the Licensee Property which is the subject of this Supplement are attached hereto as Exhibit “Supp A” and incorporated herein by reference.

3.3 Electrical Service. As provided for in Section 3.3.4 of the Master License Agreement, Licensee *****INSERT “will” OR “will not”***** be using the power source that services the Licensed City Property which is the subject of this Supplement, as further depicted in the City Approved Plans attached hereto.

3.4 Consideration. As provided for in Section 3.4 of the Master License Agreement, Licensee shall pay the following Small Cell Charges, subject to annual cost of living adjustments as provided for in Section 3.4.5 of the Master License Agreement:

Annual License Payment: *****INSERT WRITTEN AMOUNT*****
Dollars **[(***\$INSERT NUMERICAL AMOUNT***)]**

Annual Above Ground Space Charge: *****INSERT “N/A” OR [***INSERT WRITTEN AMOUNT***] Dollars [(***\$INSERT NUMERICAL AMOUNT***)]**

Annual Below Ground Space Charge: *****INSERT “N/A” OR [***INSERT WRITTEN AMOUNT***] Dollars [(***\$INSERT NUMERICAL AMOUNT***)]**

Annual Electric Power Charge: *****INSERT “N/A” OR [***INSERT WRITTEN AMOUNT***] Dollars [(***\$INSERT NUMERICAL AMOUNT***)].**

3.5 Payment. Payments shall begin on the Location Specific Supplement Commencement Date and shall otherwise be made in accordance with the Master License Agreement, including without limitation, Sections 3.4.6 and 3.4.7.

3.6 Licensee Supplied Utility Poles and Light Standards. As provided for in Section 3.3.2 of the Master License Agreement, if Licensee elects to provide a Licensee Supplied Pole/Standard, Licensee shall comply with each and every obligation of Section 3.3.2, including all obligations related to the Licensee Spare Pole/Standard.

3.7 Term. The Term of this Supplement shall be as provided for in Section 3.2 of the Master License Agreement.

3.8 Amendments. As provided for in Section 3.3.3 of the Master License Agreement, if for any reason Licensee or City require a material change in equipment depicted in the City Approved Plans, as determined by City in its sole but reasonable discretion, Licensee shall first obtain the written approval of the City pursuant to the Small Cell Site Approval Process, which approval shall not be unreasonably withheld, conditioned or delayed. Following such approval,

an amended version of this Supplement shall be approved and executed, in a form prepared and approved by the City Attorney, and the amended version of the City Approved Plans shall be attached to the amended Supplement.

3.9 Incorporated by Reference - Master License Agreement. All terms and conditions of the Master License Agreement are hereby incorporated by reference into this Supplement. In the event of a contradiction, modification or inconsistency between the terms of the Master License Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Master License Agreement unless otherwise indicated herein.

[SIGNATURES ON NEXT 2 PAGES]

**CITY SIGNATURE PAGE FOR
CITY OF CORONA
LOCATION SPECIFIC SUPPLEMENT**

(***)INSERT LICENSEE NAME(***)
(***)INSERT SCMLA #(***) - (***)UP OR LS(***)-(***)INSERT #(***)
(***)INSERT STREET NAME(***); (***)INSERT UP OR LS #(***)

IN WITNESS WHEREOF, the Parties have entered into this Supplement as of the Effective Date.

**CITY OF CORONA,
a California municipal corporation**

By:

(***)INSERT TITLE(***)
(***)INSERT NAME(***)

Attest:

Lisa Mobley
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

**LICENSEE SIGNATURE PAGE FOR
CITY OF CORONA
LOCATION SPECIFIC SUPPLEMENT**

(***)**INSERT LICENSEE NAME**(***)
(***)**INSERT SCMLA #**(***) - (***)**UP OR LS**(***)-(***)**INSERT #**(***)
(***)**INSERT STREET NAME**(***) ; (***)**INSERT UP OR LS #**(***)

IN WITNESS WHEREOF, the Parties have entered into this Supplement as of the Effective Date.

(***)**INSERT NAME OF COMPANY**(***)
a (***)**INSERT STATE & TYPE OF LEGAL ENTITY**(***)

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT “SUPP A”

CITY APPROVED PLANS

(***INSERT LICENSEE NAME*****)
(***INSERT SCMLA #*****] - *****UP OR LS*****]-*****INSERT #*****)
(***INSERT STREET NAME*****]; *****INSERT UP OR LS #*****)******

[SEE ***INSERT #*****] ATTACHED PAGES TITLED *****INSERT NAME*****]**