TO: Board of Directors, Ventura County Waterworks District No. 8
FROM: Department of Public Works
SUBJECT: APPROVAL OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH T-MOBILE WEST TOWER, LLC, BY AND THROUGH ITS ATTORNEY IN FACT CCTMO, LLC, TO USE THE FIRST STREET WATER TANK SITE FOR A WIRELESS TELECOMMUNICATIONS FACILITY

STAFF RECOMMENDATION

It is recommended that the Ventura County Waterworks District No. 8 (District) Board of Directors approve the attached Non-Exclusive License Agreement (Attachment B, page 4) with T-Mobile West Tower, LLC, by and through its Attorney in Fact CCTMO, LLC, (hereinafter “CCTMO”) to use District property for a telecommunications facility.

BACKGROUND AND OVERVIEW

The District received a request from T-Mobile West Tower, LLC, (CCTMO), to license a portion of the District’s property located at the First Street water tank site (APN: 629-0-011-195) depicted on the attached vicinity map (Attachment A, page 3). The tank site is located within the City of Simi Valley. On May 6, 1996, Pacific Bell Mobile Services entered into a License Agreement with the Ventura County Waterworks District No. 8 for the construction and operation of a communications facility at the property. On March 18, 1997, an Amendment was executed, and on September 28, 1998, a Second Amendment was executed to the prior agreement. On November 28, 2012, the license agreement was assigned to T-Mobile West Towers, LLC. The existing facility structures are depicted in Exhibit “C” of the License Agreement. As the terms of the original License Agreement and amendments have expired, CCTMO is requesting a new license agreement for continued use of the existing 30-foot high telecommunication antenna and equipment cabinets at the site.

FINDINGS AND ALTERNATIVES

The District owns the tank site property of the existing telecommunications antenna pole and equipment. The term of the proposed License Agreement is for five years from January 1, 2020 through December 31, 2024 (“Initial Term”) with the right to extend the license for one additional five-year term with the same terms and conditions in the agreement.
An annual License Fee of $53,250.75 per year is proposed and shall automatically increase annually by five percent per year. The proposed annual License Fee is comparable to the prevailing market rates wireless service providers pay the District for water tank site usage. Further, the License Agreement provides for an initial license fee of $32,142.00 covering the first year prorated through 2019. Additionally, the Licensee shall provide a security deposit, submit a removal bond, and provide insurance satisfactory to the District during the term of the agreement.

The following alternatives are available to the Board of Directors:

1. Approve the attached Non-Exclusive License Agreement (Attachment B, page 4) with T-Mobile West Tower, LLC, by and through its Attorney in Fact CCTMO, LLC, to use District property for a telecommunications facility;

2. Do not approve the Agreement;

3. Provide staff with further direction.

Staff recommends Alternative No. 1.

**SUGGESTED BOARD MOTION**

I move to approve a Non-Exclusive License Agreement with T-Mobile West Tower, LLC, by and through its Attorney in Fact CCTMO, LLC, to use District property for a wireless telecommunications facility.

**SUMMARY**

T-Mobile West Tower, LLC, by and through its Attorney in Fact CCTMO, LLC, requests to license a portion of District property with an existing antenna and equipment located at the First Street water tank site shown on the attached vicinity map (Attachment A, page 3). The proposed $53,250.75 annual rental rate is comparable to the prevailing market rates wireless service providers pay the District for water tank site usage and will increase by five percent per year. Staff recommends that the District Board approve a Non-Exclusive License Agreement (Attachment B, page 4) with T-Mobile West Tower, LLC, by and through its Attorney in Fact CCTMO, LLC, to use District property for a wireless telecommunications facility, and authorize the District Chair to execute the agreement.

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Ronald K. Fuchiwaki
Public Works Director

Prepared by: Todd Militello, Management Analyst

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LICENSE AGREEMENT NO. 2019-02 (LA-2019-02)

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN VENTURA COUNTY WATERWORKS DISTRICT NO. 8 AND T-MOBILE WEST TOWER LLC, A DELAWARE LIMITED LIABILITY COMPANY, THROUGH CCTMO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS ATTORNEY IN FACT, FOR A WIRELESS COMMUNICATIONS SITE

THIS SITE LICENSE AGREEMENT (the "License") is entered into this 14th day of October, 2019 (the "License Effective Date"), between Ventura County Waterworks District No. 8 ("District"), and T-Mobile West Tower LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact, (collectively "Licensee") (each, a “Party,” and collectively, “Parties”).

RECITALS

1. District is the owner of land located on Mellow Lane in the City of Simi Valley, in the County of Ventura and State of California, commonly known as the First Street water tank site, and designated as Assessor's Parcel Number: 629-0-011-195 of the Tax Assessor's Maps of Ventura County, said lands being more completely described in Exhibit “A” attached hereto and made a part hereof, being the location of District's property ("Property"). The primary purpose of the Property is for the storage of potable water that serves the community of Simi Valley (the “Primary Purpose”).

2. Pacific Bell Mobile Services ("Prior Licensee") entered into a License Agreement dated May 6, 1996 ("Original License") for the construction and operation of a communications facility at the Property. Licensee has succeeded to all the rights, title and interests of Prior Licensee in and to the Original License. Licensee is in the business of wireless telecommunications and desires to install, maintain, operate and control a communications facility (“Facility(ies)”) including receiving and transmitting equipment to provide cell coverage and capacity (collectively, “Facility Operations”).

3. District and Pacific Bell Mobile Services executed a First Amendment on March 18, 1997, and a Second Amendment on September 28, 1998, to said Original License.

4. Effective July 31, 1999, Pacific Bell Mobile Services merged with and into Pacific Bell Wireless, LLC.

5. On February 15, 2005, Pacific Bell Wireless, LLC changed its name to TMO CA/NV, LLC.


7. On June 25, 2012, T-Mobile West Corporation converted to T-Mobile West LLC.

9. The terms of the Original License and Amendments have terminated. District now desires to replace the Original License and Amendments in its entirety, with new terms and conditions of a license for Licensee’s Facility Operations on the Property.

10. District agrees to license to Licensee and Licensee agrees to license from District, that portion of District's property set forth in Exhibit “B” (the “Licensed Area”) and with the Facility Structures as defined and described in Exhibit “C,” both attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the following, the Parties agree as follows:

1. Licensed Area.

   a. Subject to the following terms and conditions, District licenses to Licensee on a non-exclusive basis the Licensed Area for the placement of the Facility Structures for Facility Operations, which the District represents and warrants that it owns in fee simple or easement.

   b. The License granted herein shall be irrevocable during the entire Term of this License except as expressly otherwise set forth herein. Licensee’s site number for this location is TMT LA347 Long Canyon Water T, reference number CCTMO: 828510 T-Mobile: SV00347A and also known by Licensor as the First Street water tank site.

   c. Licensee acknowledges that the Primary Purpose is a paramount governmental use, predominant to any use of the License Area or Facility Operations by Licensee.

2. Term.

   a. This License shall commence on the License Effective Date and shall continue through 2019, and continuing for the period from January 1, 2020 through December 31, 2024 (the “Initial Term”) at which time it shall expire.

   b. Licensee shall have the right to extend this License for up to one (1) additional five (5) calendar year term (the "Renewal Term") on the same terms and conditions under the renewal procedures set forth in Sections 2 and 3 of this License. The Initial Term and any subsequent Renewal Term are collectively referred to herein as the “Term”. If neither party is in material breach of the terms and conditions of this agreement, Licensee shall automatically renew for the Renewal Term unless Licensee notifies District, in writing, of Licensee's intention not to renew this License, at least ninety (90) days prior to the expiration of the Initial Term.

   c. If Licensee remains in possession of the Licensed Area at the expiration of this License, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this License except that the monthly License Fee shall be in the amount set forth in Exhibit "D" Schedule of Fees. Nothing contained herein shall grant Licensee the right to holdover after the Term of this License (including the Renewal Term, if any) has expired.
Month-to-month continuing use (a “Holdover Term”) may be terminated by either District or Licensee upon sixty (60) days written notice to the other party except that if the Licensee remains in possession of the Licensed Area one hundred and eighty (180) days beyond the expiration of this License or earlier termination, the month-to-month tenancy shall automatically terminate, without notice. The monthly License Fee during any Holdover Term shall be a pro-rata monthly amount based on the annual rates and increases set forth in Exhibit “D”.

3. **License Fees, Security Deposit and Removal Bond.**

   a. **Initial License Fee.** Within ten (10) days following the License Effective Date, Licensee shall pay to District $32,142.00 (the “Initial Payment”). The Initial Payment has been calculated as the remainder of the license fee for the calendar year 2019.

   b. **License Fee.** Beginning January 1, 2020, the annual License Fee for the Licensed Area shall be $53,250.75. Effective every January 1st thereafter, the License Fee shall automatically increase by an amount equal to five percent (5%) per annum above the amount of the License Fee in effect immediately prior to such increase, for every year during the Initial Term. The Renewal Term shall automatically increase by an amount equal to twelve and one half percent (12.5%) on January 1, 2025, to the amount of $72,817.45. Effective every January 1st thereafter, the License Fee shall automatically increase by an amount equal to five percent (5%) per annum above the amount of the License Fee in effect immediately prior to such increase for every year during the Renewal Term.

   c. **Payments Due.**

      i. Payment of Initial License Fee is due within ten (10) days following the License Effective Date. Thereafter, payment of the License Fee during the Initial Term and during each Renewal Term (if any there are), is due on January 1st and payable annually in advance without offset or deduction, except as provided herein, and in receipt by District no later than **January 10th** at the following address:

         Accounting Division  
         Department of Administrative Service  
         City of Simi Valley  
         2929 Tapo Canyon Road  
         Simi Valley, CA 93063

         Payment must include Licensee’s site number and site name and reference to this License. Payments of other fees due to District/City on any other agreements, bills, or any other matter not related to this License, may not be combined.

      ii. If, at any time, Licensee fails to make a timely License Fee or other payment due to District within ten (10) calendar days after the due date, a late payment fee (“Late Payment Fee”) equal to ten percent (10%) of the overdue payment shall also be due and payable, and in addition thereafter interest shall accrue on the past due amount at the rate of ten percent (10%) per annum on the overdue amount until all amounts owing to District are paid in full.
iii. Upon Licensee’s default in timely payment of Late Payment Fee, District shall have the same rights and remedies as for failure to pay License Fees (without prejudice to any other right or remedy available). This right is in addition to all rights of District to terminate this License pursuant to Section 11 herein. If this License is terminated for any reason (other than a default by Licensee) at a time other than on the last day of the calendar year, the License Fee shall be prorated as of the date of vacating the property which shall include the removal of all structures and equipment owned by Licensee (the “License Fee Remainder”). Should Licensee leave the Licensed Area in disrepair, District shall use the License Fee Remainder to bring the Licensed Area back in good working order and return the balance of the License Fee Remainder to Licensee, along with an accounting of any expenses or repairs. If necessary, District shall use the whole of the License Fee Remainder, the Security Deposit, and Removal Bond to return the Licensed Area to their prior condition.

d. Security Deposit and Removal Bond.

i. Licensee shall pay District a security deposit (“Security Deposit”) or provide an irrevocable letter of credit (“Letter of Credit” as set forth more fully in paragraph iv, below) in the amount of fifty thousand dollars ($50,000) and shall post a removal bond (“Removal Bond”) in the amount of thirty thousand dollars ($30,000) within ten (10) days following the License Execution Date. The Security Deposit may be applied by District to an outstanding License Fee payment due and owing to District by Licensee (either partial or full payment). The Security Deposit, the Removal Bond or both may also be applied by District for the cost of repair, replacement or removal of a facility which is in disrepair, or to return Licensed Area to its prior condition, (reasonable wear and tear excepted).

ii. Prior to applying the Security Deposit or the Removal Bond, the District shall first notify Licensee of the amount and intended action to which the Security Deposit and/or Removal Bond will be applied. If Licensee does not cure the condition requiring the intended action of the District in a timely fashion and in accordance with Section 11 below, District may, in its discretion, use the Security Deposit and/or Removal Bond to fulfill part, or all of Licensee’s obligations in addition to any other remedy to which the District may be entitled by law.

iii. Licensee shall replenish the Security Deposit and/or re-post the Removal Bond no later than thirty (30) days from the date of receipt of Notice from the District of the amount required to maintain the Security Deposit balance at $50,000, and/or the Removal Bond balance at $30,000 as the case may be. The Security Deposit shall be maintained at $50,000 during the entire Term of this License as well as the Removal Bond in the amount of thirty thousand dollars ($30,000).

iv. As an alternative to the payment of a Security Deposit, Licensee may provide the City an irrevocable Letter of Credit in the amount of $50,000.

e. Prior Approvals and Licensee Delinquencies. Licensee acknowledges that prior to District conducting any review and/or approval process requested of the District for any modifications, improvements, maintenance, or repairs to the Facilities proposed by Licensee,
Licensee must (1) pay all amounts due, including delinquencies if any, under this License, which may include but are not limited to License Fees, the Removal Bond and Security Deposits; and (2) cure any defaults under this License such as securing necessary valid easements, if applicable. Failure to do so will result in District placing any review and/or approval process of Licensee’s matter in abeyance until any such delinquencies or defaults are cured.


The Licensed Area may be used for Facility Operations, which shall include the transmission, amplification and reception of communication signals within the frequency bands duly licensed by the Federal Communications Commission ("FCC") to Licensee or its permitted subtenants; and the installation, construction, maintenance, repair, replacement, upgrade, operation and removal of equipment shelters and/or cabinets, antennas, other electronic and related equipment, cables, conduits, batteries and ancillary equipment, and activities related to the foregoing; provided however, that none of the activities described in this Section 4 require any physical expansion or relocation of any portion of the Licensed Area as contained in Exhibit “B” and “C” or violate Licensee’s duties of non-interference set forth herein.

5. Business Tax Receipt and Other Taxes.

a. Licensee, including without limitation Licensee’s contractors and/or representatives who perform any work at the Licensed Area on behalf of Licensee, shall obtain an appropriate City of Simi Valley Business Tax Receipt before performing any services permitted by this License, and shall maintain such Tax Receipt in force at all times subsequent during the Term of this License and any month-to-month tenancy thereafter. Licensee shall obtain and maintain in force such Business Tax Receipt during the Term hereof.

b. 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 Licensed Area that may be imposed on Licensee under Law. Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facilities. Licensee shall pay, as an additional License Fee, any increase in real property taxes levied against the Licensed Area and all use and occupancy taxes, if any, which are directly attributable to Licensee's use of the Licensed Area, and District agrees to furnish written documentation of such increase and taxes to Licensee, which written documentation shall be provided to Licensee by District. Payment by Licensee will be due to District ten (10) days from receipt of such Notice from District under this Section 5.


a. At the District’s request and Licensee’s sole expense, not more than once every three (3) years or at any time as a condition of District granting Licensee’s request to modify this License, Licensee, as directed by District, shall at Licensee’s sole cost repaint all or a portion of Licensee’s Facilities installed on the Licensed Area. Licensee shall provide District
with painting specifications including without limitation as to the paint type, color, and application techniques for District’s approval, which approval shall not be unreasonably withheld, conditioned or delayed, prior to proceeding with any maintenance to the Facilities under this Section 6.

b. Licensee shall maintain the Licensed Area and Facilities in good condition and repair, both as to operation and as to aesthetic issues, at all times, and at all times keep its Licensed Area neat and free of refuse, at Licensee’s sole cost and expense. Licensee shall promptly notify District of any changes or damage to the Licensed Area. Should any of Licensee’s activities affect the Property in a manner requiring maintenance or repair, Licensee shall be further responsible for such maintenance or repair of the Property at its sole cost and expense.


a. Licensee shall operate its Facilities in a manner that will not cause harmful interference with the use or enjoyment of the Property by District or by other licensees on the Property as of the License Effective Date (“Existing Carriers”) or to future carriers licensed by the District or authorized by the FCC (“Future Carriers”).

b. All operations of Licensee shall be lawful and in compliance with all applicable requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority, including without limitation the FCC or the Federal Aviation Administration (“FAA”), having jurisdiction over the Property or the Licensed Area, and any future updates or modifications thereto (“Governmental Requirements”).

c. Licensee shall be responsible for all reasonable costs associated with any tests reasonably deemed necessary to resolve any and all interference caused by Licensee. If interference caused by Licensee’s failure to comply with FCC or FAA rules and regulations has not been corrected within the required period specified by the FCC or FAA after Licensee receives notice thereof, District may require Licensee to cease all activities determined to be the cause of such interference to a level at which the interference is abated. Thereafter, interference determined to be at a non-harmful level may be allowed, subject to limited re-powering during off-peak business hours aimed at identifying and/or abating the prohibited interference. Such re-powering shall be noticed in advance to District and scheduled at a mutually agreeable time.

d. District hereby acknowledges that in the event of any interference with Facility Operations as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by Future Carriers, Licensee’s rights hereunder to conduct Facility Operations shall be and remain superior to the rights of any such Future Carriers. Licensee shall promptly notify District of any actual or suspected interference with Facility Operations by Existing or Future Carriers, and shall provide evidence to District, at Licensee’s sole cost and expense, of the extent and type of such interference.
e. Subject to the terms of this License, District reserves the right to license other portions of the Property to other parties at any time, including without limitation during the Term of this License and any month-to-month tenancy thereafter.

f. Interference by Licensee prohibited by this Section 7 ("Prohibited Interference") shall be deemed a material breach by the Licensee, who shall, upon written notice, be responsible for terminating said Prohibited Interference within its direct or contractual control. In the event any such Prohibited Interference does not cease promptly, the Parties acknowledge that continuing Prohibited Interference may cause irreparable injury and, therefore, District 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 Prohibited Interference or to terminate this License immediately upon written notice.

8. Improvements; Utilities.

a. Prior to performing any improvements to the Licensed Area or any future modifications thereto, Licensee shall submit detailed engineering plans and specifications of the planned installation to District for District's written approval. District's review of Licensee's plans shall include a review of the appearance of the Facilities. In all cases, the Facilities to be installed must be in compliance with all applicable federal, state, and local laws, including but not limited to City of Simi Valley Municipal Code requirements, and must adhere to all technical standards and interference prohibitions set forth in this License. District's approval of any installation is not a representation that such installation of the Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such Facilities will not cause interference with other communications systems, if any, then in operation on the Property, or that Licensee shall be able to obtain any or all permits required by the City of Simi Valley or any other government agency.

b. Licensee shall have the right, at Licensee's sole expense, to install, repair, replace or maintain utilities within the Licensed Area and to install or improve telephone and commercial electrical power utilities to and on the Property in support of its operations as permitted herein and as shown in Exhibit "B" and "C". All utility routes must be approved by District prior to construction. Licensee agrees to have a separate power meter or unmetered service installed for Licensee's electrical power consumption, and Licensee shall pay the power utility directly for such usage at the rate charged by the servicing utility provider.

c. Licensee is not authorized to contract for or on behalf of District for any matter, including but not limited to any work on, or the furnishing of materials to the Licensed Area or any other part of the Property. Licensee shall actively prevent the attachment of any liens against the Facilities, the Licensed Area and the Property and keep said assets free from any liens, charges or encumbrances arising out of any work performed, materials furnished or obligations incurred by Licensee. Licensee shall also discharge all liens, charges or encumbrances of record by payment, bond or otherwise, within ten (10) business days subsequent to the date of Licensee’s receipt of notice thereof from District, as well as discharge any mechanic's, laborer's or similar lien filed against the Licensed Area or the Property for work or materials furnished at the instance of Licensee. The Facilities shall remain the exclusive personal

PW\Water\Leased Water Tank Sites For Telecommunications\New Requests for License Agreements\Crown Castle for TMobile Mellow 828510

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property of Licensee during the Term of this License including any Holdover Term, and Licensee shall have the right to remove all or any portion of the Facilities at any time during the Term of this License or following the term of this License as hereinafter provided. Licensee shall seek all necessary permits, including but not limited to an encroachment permit, from the City of Simi Valley prior to proceeding with any removal under this Section 8.

d. Licensee shall notify District prior to commencing any modifications or repair work on the Licensed Area, and any subsequent modifications or repair work thereafter on the Licensed Area. Prior to commencing such installation, Licensee shall at its own cost and expense deliver to District a certificate of insurance confirming that commercial general liability insurance as required under Section 15 of this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect District, City of Simi Valley, and their respective employees, agents, volunteers, attorneys, officers, and elected and appointed officials, past, present and future (collectively, the "District Relicensees") with respect to the Property against any insured claim or liability arising out of the installation. Licensee's contractor shall name District Relicensees as additional insured under contractor's general liability insurance policies. Any and all Licensee's vendors, contractor(s) and/or subcontractors in connection with the activities described in this License shall maintain such insurance as outlined in Section 15 unless the Licensee's insurance covers the Licensee's vendors, contractor(s) and/or subcontractors and its/their employees. Prior to Licensee's commencement of the installation of the Facilities, Licensee shall, upon request, provide District with copies of any governmental approvals obtained by Licensee with respect to this License. Any and all vendors, contractors and subcontractors hired by Licensee in connection with any modifications or repair work shall maintain such insurance required in Section 15 of this License unless the Licensee’s insurance covers the vendor, contractor and/or subcontractor and its employees. Licensee shall require and verify that all vendors, contractors and/or subcontractors maintain insurance meeting all requirements stated herein, and Licensee shall ensure that the City of Simi Valley is an additional insured on insurance required from vendors, contractors and/or subcontractors. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as Insurance Services Office (“ISO”) Form CG 20 38 04 13. The additional insured coverage shall be “primary and con-contributory” and will not seek contribution from the City of Simi Valley insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01 04 13.

e. All installation and other work to be performed by Licensee hereunder shall be done in such a manner so as not to materially interfere with, delay or impose any additional expense upon District's use or maintenance of the Property. In no event shall District be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Licensed Area unless otherwise set forth herein.

f. Any damage caused by Licensee to District’s Property or water tank and related facilities shall be disclosed immediately to District by telephonic notice at (805) 504-2708 or after hours (805) 583-6469.
g. Licensee, at Licensee’s sole expense, shall promptly and effectively repair any damage caused by Licensee to District’s Property, as directed by District. In the event of damage of District’s water tank or related facilities, District at District’s sole election and Licensee’s sole cost, may repair any damage caused by Licensee or its agents or contractors.

h. At any time prior to the natural expiration of this License, Licensee may, or within ninety (90) days following any termination of this License, Licensee shall, remove all of its Facilities from the Licensed Area. In performing such removal, Licensee shall restore the Licensed Area to the same condition as it existed at the time of execution of this License, reasonable wear and tear, and casualty damage not caused by Licensee or its agents, excepted. If Licensee fails to remove such Facilities within ninety (90) days after the termination of this License, District at District’s sole election and Licensee’s sole cost, may repair any damage caused by Licensee or its agents or contractors.

i. All construction and maintenance work by Licensee on the Licensed Area shall be performed in compliance with applicable federal, state, and local law, and pursuant to this License. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work on behalf of Licensee, for the removal of waste and debris resulting from such work on Licensee’s behalf shall occur on a daily basis, and for any damage to any party caused by Licensee, its contractors or subcontractors to any installations or work performed on Licensee’s behalf.

j. Upon termination of this License for any reason, Licensee shall cease all radio frequency transmissions from the Facilities.

k. Licensee shall at all times maintain and provide to District a 24-hour emergency telephone number, by which Licensee shall, upon an emergency notification from District, dispatch a Licensee representative to arrive at the Property within one hour of receipt of the District’s call. At the time this agreement is executed, Licensee’s Emergency Notification Line is the following:

(866) 482-8890. (“Licensee’s Emergency Notification Line”), and may change this information with written notice pursuant to Section 16 herein.

I. Licensee acknowledges proceeding under this Section 8 is subject to compliance with Section 3.f. of this License, including but not limited to the curing of any existing defaults or delinquent payments.

a. In addition to other standards and requirements set forth in this License, Licensee agrees to comply with the District technical standards ("District Technical Standards" or "DTS"), which are attached hereto and made a part hereof as Exhibit “E”. The DTS may be updated when required pursuant to law or safety requirements, and will be distributed to Licensee when updated.

b. If any new necessary technical standards are established by District and set forth in an updated DTS sent to Licensee that shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Facilities, Licensee shall make such modifications or revisions at Licensee’s sole expense within thirty (30) days after Licensee receives written notice of such new DTS, which thirty (30) day period may be extended as long as Licensee commences the modification or revision within such thirty (30) day period and thereafter diligently prosecutes the modification or revision to completion provided doing so does not conflict with the rights and privileges otherwise granted herein to Licensee or interfere with its operation of its Facilities.

c. If any other applicable governmental laws and regulations established by government agencies other than the District shall require that Licensee modify or revise the then existing installation, operation or maintenance of Licensee’s Facilities, Licensee shall make application to the District for such modifications or revisions at Licensee’s sole expense within thirty (30) days after receipt of written notice from District, and District shall not unreasonably deny such modifications or revisions to the existing Licensed Area.

d. Notwithstanding Sections 9.b and 9.c above, Licensee acknowledges that any activity by Licensee under Sections 9.b and 9.c are subject to Section 3.f of this License, and District shall be under no obligation whatsoever to: 1) approve any modification or revision to the Licensed Area if Licensee is in default of this License; 2) license any additional physical space to Licensee at any time or for any purpose; or 3) consent to any future use of the Licensed Area or Property by Licensee that would in any way be inconsistent with the Primary Purpose of the Property as reasonably determined by District.

10. Access.

a. If the Property is immediately adjacent to one or more public rights of way, Licensee and its Authorized Personnel shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Licensed Area across the Property from the nearest public right of way subject to the conditions contained herein. “Authorized Personnel” is defined as authorized employees, engineers, technicians, or authorized contractors or subcontractors of Licensee or persons under Licensee’s direct supervision. Access to the Licensed Area by Licensee shall not unreasonably interfere with District’s use of the Property. The District may impose temporary emergency or urgency restrictions on such visits as necessary for the protection or maintenance of the public water system consistent with the Primary Purpose of the Property.
b. If the Property is not immediately adjacent to a public right of way, Licensee is solely responsible for obtaining any easements necessary to access the Property. The District will not provide access to the Property through easements the District may possess over property owned by third parties ("District Third-Party Easements") or through the District’s own intervening property. Upon the execution of this License, Licensee shall provide written copies of the necessary easements to District before accessing the Property. At any time, District may request that Licensee provide District a copy of such written easements prior to Licensee performing any work or future improvements on the Licensed Area. At all times, only Authorized Personnel, as defined in Section 10-a. shall be allowed access to the site.

c. Licensee will be provided with any keys and/or combination to locks as necessary to obtain access across or through the Property to the Licensed Area. Licensee is prohibited from making copies of the keys assigned to it, and shall report the loss of such keys to District, and shall fully reimburse District’s costs to replace keys and/or locks as may be determined by District. Licensee may place and maintain a secure key safe at the District’s property at a mutually agreeable location shown on Exhibit “C”. Licensee shall be responsible for any damage to the extent caused by its failure to do so or to securely re-lock any such access following its use thereof.

d. All access to the Licensed Area by Licensee shall be subject in each instance to the reasonable security requirements, rules and regulations from time to time in effect at the Property. Licensee shall notify District on a District-designated telephone number at (805) 583-6469 prior to each site visit to the Licensed Area, describing the nature, purpose, and date(s) of the site visit. In the event of the type of emergency as set forth in Government Code Sections 8558(c), 8630 or 8680.9, when the Licensee cannot provide advance notice, Licensee shall have the right to access the Licensed Property to the extent necessary provided Licensee provides District notice of such emergency access as soon thereafter as is reasonably practicable.

e. In the event of an emergency posing an immediate threat of substantial harm or damage to persons and/or property and requiring District’s entry on the Licensed Area ("Emergency"), District shall make reasonable efforts to notify Licensee prior to entering the Licensed Area. In the event District must enter the Licensed Area for an Emergency without advance notice to Licensee, District shall have the right to enter the Licensed Area and take such actions as are required to mitigate the Emergency situation, provided that District shall, within twenty-four (24) hours following Emergency access, notify Licensee of the date and time of Emergency access and the nature of the event requiring Emergency access, and all actions taken by District during such Emergency access. District agrees to indemnify, defend and hold Licensee harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) (collectively, "Emergency Entry Damages") which may be imposed upon or incurred by or asserted against Licensee occurring during the Term of this License, to the extent proximately or directly caused by District’s entry on the Licensed Area due to an Emergency. Licensee shall not be liable to the District Relicensees for any Emergency Entry Damages arising from District’s entry on the Licensed Area, in or about the Licensed Area or the Property, even if advised of the possibility of such damages, whether under theory of contract, tort (including
negligence), strict liability or otherwise due to an Emergency, unless such Emergency Entry Damages are proximately or directly caused by Licensee’s gross negligence or intentional acts.


It shall be an Event of Default if any one or more of the following events shall occur:

a. Licensee shall be in default in the event Licensee fails to make payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within thirty (30) business days after written notice thereof from District is received by Licensee; or

b. Licensee shall be in default upon the failure to perform any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in (a) above and the interference provisions herein, and Licensee does not reasonably remedy such default within sixty (60) days after written notice thereof is received by Licensee.

c. Upon the occurrence of an Event of Default, after Licensee's receipt of written notice from District regarding such default and an opportunity to cure as provided above, District shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

   i. upon three (3) days' notice to Licensee, declare to be immediately due and payable all License Fees and other charges, payments, costs and expenses due from Licensee to District and in arrears at the time of the Event of Default.

   ii. whether or not District has elected to recover the sum set forth in i. above, terminate this License on at least five (5) days' notice to Licensee and, on the date specified in such notice, this License and all rights of Licensee hereunder shall terminate, and Licensee shall thereupon quit and surrender possession of the Licensed Area to District in the condition elsewhere herein required.

12. Termination by Licensee.

a. Provided no Event of Default exists at the time of issuance of Licensee’s written notice, this License may be terminated by Licensee only in the following circumstances and by the following means:

   i. Upon thirty (30) days prior written notice and without penalty or further liability except as provided herein, if Licensee is unable to obtain, maintain or reinstate within thirty (30) days any easement, license, permit or governmental approval necessary for the construction or operation of the Facilities in accordance with Facility Operations. Licensee shall at all times use its diligent efforts in good faith to obtain and maintain any government approvals if it desires to terminate pursuant to this section; or
ii. Upon sixty (60) days prior written notice, accompanied by a payment to District of an early termination fee (“Early Termination Fee”) as liquidated damages, equal to three (3) times the then currently annual License Fee. Such Early Termination Fee shall be collected in addition to any License Fee.

b. Upon Licensee’s termination in accordance with this Section 12, Licensee shall surrender and vacate the Licensed Area and deliver possession thereof to District on or before the termination date in the physical condition required under this License for surrender of the Licensed Area.

13. Casualty and Condemnation.

a. If at any time during the term of this License all or substantially all of the Facilities upon the Licensed Area shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to District, which termination shall be effective as of the date of such damage and/or destruction, and Licensee shall be entitled to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

b. If at any time during the term of this License any of the Licensed Area, the Property or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, upon which time the District will notify Licensee as reasonably practicable, then Licensee may have the option to:

   i. terminate this License by providing written notice to District, which termination shall be effective as of the date the condemning authority takes possession or title, whichever occurs first, and any prepaid License Fee shall be apportioned as of said termination date and reimbursed to Licensee, or,

   ii. remain in possession of the portion of the licensed area that will not be taken.


a. Except as provided in Section 10.e. of this License regarding Emergency Entry Damages, District shall not be liable to Licensee, or any of Licensee’s agents, representatives, or employees for any liability for personal injury, consequential damages, loss of income, or loss of use of any personal or real property, in or about the Licensed Area or the Property, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

b. Licensee agrees to indemnify, defend and hold District Relicensees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys’ fees and court costs) which may be imposed upon or incurred by or asserted against District Relicensees occurring during the Term of this License, to the extent proximately or directly caused by:
i. any work or act done in, on or about the Licensed Area or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, Licensee or invitees on behalf of Licensee, including but not limited to the installation, maintenance, repair or removal of the Facilities, or any action, claim or lawsuit involving Hazardous Materials placed, created or taken to the site by Licensee;

ii. any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, or invitees;

iii. any accident, injury or damage to any person or property occurring in, on or about the Licensed Area or any part thereof, except to the extent caused by the negligence or willful misconduct of District, its employees or agents, volunteers, officers or officials;

iv. any claim based on intellectual property infringement, including patents, copyrights, trademarks or trade secrets of or by Licensee; and

v. any default on the part of Licensee with respect to the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with, including but not limited to, and by way of example, the requirements of Section 7 of this License or disputes over access or easements with third parties.

c. Other than the District or the City of Simi Valley as municipal entities, no District Relicensee shall be personally liable for any default or liability under this License.

15. Insurance.

a. Licensee shall, at Licensee’s sole cost and expense, procure and continue in force during the Term of this License and any month-to-month tenancy thereafter:

i. Workers’ Compensation Insurance (at statutory limits); and

ii. Employer's Liability Insurance with limits of $5,000,000.00 per accident/each employee disease/disease policy limit; and

iii. Commercial General Liability (“CGL”), Property Damage Insurance, and Automobile Liability Insurance (including completed operations and contractual liability coverage) on an occurrence basis in an amount of not less than $5,000,000.00 combined single limit on a District-approved Accord, Endorsement or a Certificate of Insurance providing coverage as approved by the District’s Risk Manager, which reasonable approval may not be withheld or delayed; the District and the City of Simi Valley, their officers, agents, employees and volunteers shall be named as additional insureds on the CGL and any insurance contract shall provide that said insurance shall provide thirty (30) days prior written notice of cancellation for any reason other than non-payment of premium in which a ten (10) day notice shall apply, to District. Licensee shall hold harmless, indemnify and defend (providing legal representation with attorney(s) reasonably acceptable to District and the City of Simi Valley), District and City of Simi Valley, its elected officials, employees, agents, volunteers and officers.
from and against any and all damages or claims for damages to the extent caused by its negligent use of the Licensed Area or to the extent caused by the act or omission of Licensee, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or nonperformance of this license, except loss or damage solely arising from any negligent, reckless or intentional act or omission by District or any of its agents or employees; such policies are primary insurance and non-contributory to any other insurance available to the additional insureds with respect to any Claims that arise in connection with this License; such insurance applied separately to each insured against whom a Claim is made or brought; such policies provide for the severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not void or otherwise reduce coverage as to any other named insured; such policies shall afford coverage for all Claims based on acts, omissions, injury or damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy period, and

iv. “All-risk” property insurance insuring the Facility and its appurtenant personal property for full replacement costs.

b. The Additional Insured coverage under Licensee’s policies 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 ISO Form CG 20 01 04 13. The limits required herein may be met by any combination of primary and excess or umbrella insurance. All policies specified in this Section 15 shall be written by an insurer with an A.M. Best’s Key Rating of not less than A – VII (“A-7”) licensed to do business within the State of California and shall provide for a mandatory thirty (30) day notice of cancellation to District (ten (10) days due to non-payment).

c. The general liability insurance coverage in Section 15(a)(iii) shall name the District, the City of Simi Valley, its boards, officers, officials, employees, agents, and volunteers as additional insureds on the policies described in Section 15(a)(iii) with respect to liability arising out of work or operations performed by or on behalf of Licensee including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Licensee. General liability coverage can be provided in the form of an endorsement to Licensee’s insurance (at least as broad as ISO Form CG 20 10, ISO Form CG 11 85 or both ISO Form CG 20 10, ISO Form CG 20 26, or ISO Form CG 20 38; and ISO Form CG 20 37 if later revisions used), and the minimum limits shall be increased at least twenty (20) percent each fifth anniversary of the License Effective Date.

d. All policies required in this Section 15 must specify that such coverage shall provide a minimum of thirty (30) days prior written notification to District (ten (10) days due to non-payment), including without limitation intent not to renew or reduce coverage to both Licensee and the District. In the event that Licensee receives a notice of intent to cancel or notice of cancellation for any coverage required under this License, Licensee shall forward such notice to the District within one business day and promptly take action to prevent cancellation, reinstate cancelled coverage or obtain coverage from a different insurer qualified under Section 15 (b).
e. Licensee shall require that its contractors (and any subcontractors) doing work under this License produce, prior to commencing any modifications, installations or repairs on the Licensed Area, a District approved endorsement or certificate of insurance providing coverage shall be submitted and approved by the District Risk Manager.

f. The minimum insurance limits set out in this Section 15 do not in any way act to limit Licensee’s liability. Licensee’s insurance obligations under this Section 15 in no way relieves or decreases Licensee’s liability under Section 14 (Licensee’s Indemnification Obligations) or any other provision in this License.

g. The failure of Licensee to maintain insurance as set out in this Section 15 may at the District’s option be deemed to be a material breach of this License.

h. All policies required in this Section 15 shall be in effect during any period during which Licensee is attempting to obtain, maintain or reinstate any easement, license, permit or governmental approval necessary for the construction or operation of the Facilities in accordance with Facility Operations.

i. Licensee shall procure and maintain for the duration of the contract, and for five (5) years thereafter, 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 by Licensee, its agents, representatives, employees, or subcontractors.

j. Licensee agrees to waive rights of subrogation which any insurer of Licensee may acquire from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Licensee, its employees, agents and subcontractors.

k. Licensee shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Licensee’s obligation to provide them. The District reserves the right to review complete copies of all required insurance policies, including endorsements, required by these specifications.

a. All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or sent via e-mail, facsimile, or mailed via certified mail, or sent via a nationally-recognized overnight carrier requiring a delivery signature to the following addresses:

DISTRICT:
Ventura County Waterworks District No. 8
Attention: Public Works Director
Re APN: 629-0-011-195
2929 Tapo Canyon Road
Simi Valley, CA 93063

with a true and complete copy simultaneously delivered to:

District Counsel
City of Simi Valley
Re APN: 629-0-011-195
2929 Tapo Canyon Road
Simi Valley, CA 93063

Licensee:

T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

With a copy to:
T-Mobile West Tower LLC.
c/o CCTMO LLC
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

b. Notice may also be given to such other address as each party may designate for itself by like notice given in accordance with this Section 16 at least twenty (20) days in advance of the effective date of such change of address.

c. Notices will be deemed to have been delivered upon the earlier of either actual receipt or rejection as shown on the receipt obtained pursuant to the foregoing.

d. Failure by Licensee to provide those notices as required by this License or to maintain current contact information as required by this Section 16 may at the District’s option be deemed to be a material breach of this License.
17. **Authority to Grant License.**

District covenants and warrants that (i) it has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) it has good and marketable title to theLicensed Area free and clear of any liens, mortgages, restrictions or other encumbrances that would interfere with Facility Operations on the Licensed Area; (iii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on District; and (iv) other than as permitted by this License, Licensee shall have the quiet enjoyment of the Licensed Area, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period.

18. **Hazardous Material.**

a. Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Licensed Area in violation of any applicable federal, state, or local law or regulation.

b. As used in this section, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community “right-to-know” requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet.

19. **Assignment and Sublicensing.**

a. Except as specifically provided in Section 19(c) (Permitted Assignments), Licensee shall not directly or indirectly assign its interests or rights, whether in whole or in part, in connection with this License or the License Area without the District’s prior written consent. The District shall not unreasonably withhold, delay or condition its consent to any proposed Assignment; provided, however, that the parties acknowledge that the District may reasonably withhold its consent to any proposed Assignment at any time in which any monetary or other material default by Licensee under this License remains uncured.

b. Other than with respect to a Permitted Assignment, in the event that Licensee desires to Assign its interests or rights, whether in whole or in part, in connection with this License or the License Area, Licensee shall first send written notice (the “Proposed Assignment Notice”) to the District, which states in detail that the proposed assignee (the “Proposed Assignee”) has a demonstrated ability to perform all the obligations of Licensee under this License. In addition, upon a written request from the District, Licensee or the Proposed Assignee shall provide additional information, which includes without limitation financial statements, business track records, references and other information about the Proposed Assignee that the District reasonably requires to fully evaluate Licensee’s request and render an informed decision. In the event that Licensee does not provide all the such information simultaneously with the Proposed Assignment Notice, the Proposed Assignment Notice shall not be deemed effective.
until Licensee delivers all such information as the District may reasonably require. The District shall approve or disapprove any request for consent to an Assignment within 30 days after the District receives a complete Proposed Assignment Notice, or 30 days after the deemed-effective date if Licensee delivers an incomplete Proposed Assignment Notice (in either case, the “Assignment Response Period”). The District shall not unreasonably withhold approval if the proposed assignee has a demonstrated ability to perform all the obligations of Licensee under this License. If the District fails to respond within the Assignment Response Period, the request for consent will be deemed disapproved. If the District delivers to Licensee written consent to the proposed Assignment, then Licensee shall have 100 days from such written consent to complete the Assignment. The District’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 District shall not unreasonably refuse. As a condition on the District’s consent, Licensee shall pay to the District fifty percent (50%) the amount by which any consideration paid to Licensee by the Assignee exceeds the aggregate sum of all Licensee Fees and Additional Fees that remain payable under the assigned License within 10 days after Licensee receives payment from the Assignee. Notwithstanding anything in this License to the contrary, the District 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 District’s non-discrimination policies; or (iii) any pending or past criminal convictions or civil judgments that would impugn or damage the District’s reputation by association with said Proposed Assignee.

c. The District agrees that Licensee will be permitted to enter into an Assignment of this License (a “Permitted Assignment”), without the District’s prior consent but with notice to the District as provided below, to: (i) Licensee’s parent; (ii) a 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 that Controls Licensee, is Controlled by Licensee or that, with Licensee, is under the Common Control of a third party. 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 District 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 License.

d. No Assignment by Licensee, consent to Assignment by the District, or Permitted Assignment under Section 19 (c) (Permitted Assignments) to any Assignee or other third party will relieve Licensee of any obligation on its part under this License, until and unless the Assignee signs a written agreement in a form reasonably acceptable to the District to unconditionally assume all Licensee’s obligations under this License. Any Assignment that is not in compliance with this Section 19 will be void ab initio and be a material default by Licensee under this License without a requirement for notice and a right to cure. The District’s
acceptance of any License Charge, Additional Fee, or other payments from a proposed Assignee will not be deemed to be the District’s consent to such Assignment, recognition of any Assignee, or waiver of any failure of Licensee or other transferor to comply with this Section.

e. Each Assignee shall assume all obligations of Licensee under this License and will be and remain liable jointly and severally with Licensee for all obligations to be performed by Licensee until and unless the Assignee signs a written agreement, in a form reasonably acceptable to the District, to unconditionally assume all Licensee’s obligations under this License. No Assignment will be binding on the District unless Licensee or the Assignee delivers to the District evidence reasonably satisfactory to the District that the Assignee has obtained all required Regulatory Approvals necessary to install, maintain and operate the Equipment and any other associated improvements or personal property, a copy of the Assignment agreement (or other document reasonably satisfactory to the District in the event of a Permitted Assignment under Section 19(c) (Permitted Assignments)), and an instrument in recordable form that contains a covenant of assumption by such Assignee satisfactory in substance and form to the District, consistent with the requirements of this Section. 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 19(c) (Permitted Assignments), Licensee shall reimburse the District on demand for any reasonable costs that the District 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.

f. No sublicensing, subleasing, subletting, or any other co-occupancy or site equipment use agreement between Licensee and any related or unrelated entity is permitted. By signing this License, Licensee acknowledges and agrees that neither Licensee nor potential assignees will be permitted or entitled to add any additional equipment, including but not limited to, antennas, power sources, cabinets, or other items, or lease or license such location to any other provider or party that would enable such provider or party to add additional equipment on the location as specified in this License.

g. This License shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and valid assignees.

20. Relocation.

a. Licensee’s use of the Property and Licensed Area is in all respects secondary to the Primary Purpose. Accordingly, District shall have the right to require Licensee to relocate its equipment and property to another location on District’s Property if:

   i. In District’s reasonable discretion, a portion or all of Licensee’s Licensed Area is required for District’s Primary Purpose, and no reasonably feasible alternatives at equal or lesser ultimate cost to District exist; and

   ii. Such other location on District’s Property is, in District’s judgment, available and appropriate for the proposed use; and
iii. District has provided Licensee a written notice not less than twelve (12) months prior to the requested date of relocation, with a map and description of the proposed relocation site (the "Relocation Licensed Area"), additional time may be granted to Licensee for relocation upon request by Licensee to the District; and

iv. The Relocation Licensed Area is similar to Licensee’s existing location in size and is compatible for Licensee’s use, in Licensee’s reasonable discretion.

b. All Parties shall cooperate to carry out the relocation in an expeditious and efficient manner and Licensee’s use permitted by this License shall not be unreasonably interrupted or diminished during the relocation. If necessary to prevent disruption in the continuous operation of Licensee’s Licensee in the area served by Licensee’s facility at the Licensed Area, Licensee shall designate a temporary site on District’s Property which Licensee and District find suitable to operate a temporary facility (including but not limited to the right to use a cell-on-wheels or “COW”) during the process of relocation and Licensee may operate its facility thereon.

c. If Licensee gives written approval of the Relocation Licensed Area, then District and Licensee shall appropriately amend this License, but in no event shall the License Fee increase or decrease by reason of any relocation so long as Relocation Licensed Area are of the same or reasonably similar (but not smaller) square footage as the Licensed Area.

d. Licensee shall be solely responsible for all out-of-pocket costs and expenses Licensee may incur in connection with the relocation; provided, however, District shall waive all of District’s fees and charges in connection with Licensee’s relocation except for required permit fees.

e. In the event that District requires Licensee to relocate its Licensed Area pursuant to this Section 20 and in Licensee’s reasonable discretion such relocation to the proposed Relocation Licensed Area is not feasible, Licensee or District may terminate this License upon one hundred eighty (180) days’ notice to the other, in which case such termination shall be treated as a natural expiration of this License.


Licensee shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this License, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

22. Non-Confidentiality.

District is a municipal corporation under the laws of the State of California. District and Licensee acknowledge that this License is subject to public disclosure as specified by California Government Code § 6250 et seq.
23. **Applicable Law.**

In case of any dispute, California law shall apply. Jurisdiction is in the State of California and venue lies in Ventura County.

24. **Severability.**

If any provision of this License is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any 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, each provision of this License shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this License to retain the economic effect of the invalid or unenforceable provisions.

25. **Survival.**

Sections 2 ("Term"), 3 ("License Fee, and Security Deposit and Removal Bond"), 10 ("Access"), 11 ("Event of Default"), 12(b) ("Termination by Licensee"), 14 ("Indemnity and Hold Harmless"), 16 ("Notices"), 18 ("Hazardous Material"), 21 ("Compliance with Laws"), 22 ("Non-Confidentiality"), 23 ("Applicable Law"), 24 ("Severability"), 25 ("Survival") and 30 ("Miscellaneous") shall survive termination of this License.

26. **Miscellaneous.**

a. **Bankruptcy.** In the event of any insolvency or bankruptcy action by Licensee, this License shall not be treated as an asset of Licensee to the extent permitted by applicable law. In such event said License shall automatically cease and terminate.

b. **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this License have full power and authority, to execute and deliver this License, and that this License constitutes a valid and binding obligation of each party, enforceable in accordance with its terms.

c. **Waivers.** No provision of this License shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. The receipt of any sum paid by Licensee to District after a breach of this License shall not be deemed a waiver of such breach unless expressly set forth in writing by District.

d. **Entire Agreement.** This License constitutes the entire agreement and understanding between the parties regarding Licensee's License of the Licensed Area and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by duly authorized representatives of both parties. The headings in this License are for reference only and are not incorporated in any term herein.
e. **No Assurances of Other Approvals.** The execution of this License is completely unrelated to any and all City of Simi Valley planning process(es) and all other required municipal licenses, permits, authorizations, and approvals whatsoever. Grant of this License does not assure Licensee that it will be successful in whole or in part in securing any or all required City of Simi Valley permits, or any other required permits or authorizations. Licensee is solely responsible, at its sole expense, for securing any and all required governmental authorizations to construct and to operate the Facilities which shall be reviewed pursuant to prevailing District and City of Simi Valley requirements at the relevant time.

f. **IRS Form W-9.** District agrees to provide Licensee with a completed IRS Form W-9 or its equivalent upon execution of this License and as such other times as may be reasonably requested by Licensee.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the Parties have caused this License to be executed as of the License Effective Date.

Attest: Ventura County Waterworks District No. 8, A Municipal Corporation

District Secretary By: Keith L. Mashburn Chair of Ventura County Waterworks District No. 8

Approved as to Form: T-Mobile West Tower LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company, Its Attorney In Fact

Lonnie J. Eldridge, District Counsel

Approved as to Content: By: 

Title: 

Brian Paul Gabler Print Name: 

Interim District Manager

By: 

Title: 

Daniel L Willhite, Print Name: 
Deputy Administrative Services Director (Support Services)

Ronald K. Fuchiwaki
EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

APN: 629-0-011-195

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF VENTURA, CITY OF SIMI VALLEY, AND IS DESCRIBED AS FOLLOWS:

PARCEL A

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE STATE OF CALIFORNIA, COUNTY OF VENTURA:
A PORTION OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 18 WEST, RANCHO SIMI, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER THAT CERTAIN MAP RECORDED IN THE OFFICE OF THE VENTURA COUNTY RECORDER IN BOOK 3 OF MISCELLANEOUS RECORDS (MAPS) AT PAGE 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL A IN THE DEED TO THE VENTURA COUNTY WATERWORKS DISTRICT NO. 3, RECORDED APRIL 16, 1962 AS DOCUMENT NO. 18099 IN BOOK 2136 OF OFFICIAL RECORDS AT PAGE 218; THENCE, ALONG THE EASTERLY LINE THEREOF.
1ST - SOUTH 00 00' 05" WEST 350.00 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF SAID PARCEL; THENCE, ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL,
2ND - SOUTH 890 59' 55" EAST 110.00 FEET TO A POINT IN A LINE PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL; THENCE, ALONG SAID PARALLEL LINE,
3RD - NORTH 00 00' 05" EAST 350.00 FEET MORE OR LESS TO A POINT IN THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL; THENCE, ALONG SAID EASTERLY PROLONGATION.
4TH - NORTH 890 59' 55" WEST 110.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL A CONTAINING 0.883 ACRES.

EXCEPTING ALL MINERALS AND ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSE.

PARCEL B

AN EASEMENT AND RIGHT OF WAY FOR ALL THE PURPOSES OF CONSTRUCTION, MAINTENANCE, AND OPERATION OF WATER PIPE LINES AND APPURTENANCES INCIDENTAL THERETO, IN, ON, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY IN THE STATE OF CALIFORNIA, COUNTY OF VENTURA:
A PORTION OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 18 WEST, RANCHO SIMI, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER THAT CERTAIN MAP RECORDED IN THE OFFICE OF THE VENTURA COUNTY RECORDER IN BOOK 3 OF
MISCELLANEOUS RECORDS (MAPS) AT PAGE 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A STRIP OR PARCEL OF LAND TWENTY (20) FEET WIDE, LYING EQUALLY ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE HEREIN DESCRIBED PARCEL A, DISTANT THEREON SOUTH 89° 59' 55" EAST 35.00 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE,
1ST - NORTH 00 00' 05" EAST TO A POINT IN THE NORTHERLY LINE OF SAID SECTION 21;
ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE HEREINAFTER DESCRIBED REAL PROPERTY IN THE STATE OF CALIFORNIA, COUNTY OF VENTURA:
A PORTION OF SECTION 20, SECTION 21 AND SECTION 17 OF TOWNSHIP 2 NORTH, RANGE 18 WEST, AS THE SAME ARE DESIGNATED AND DELINEATED UPON THE MAP ENTITLED "VALLEY OF THE SIMI BEING SUBDIVISION MAP NO. 1 OF THE LANDS OF THE SIMI LAND AND WATER COMPANY" RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN VENTURA COUNTY, STATE OF CALIFORNIA, IN BOOK 3 AT PAGE 2 OF MISCELLANEOUS RECORDS (MAPS) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:
BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SECTION 20, FROM WHICH THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 746 AT PAGE 430 OF OFFICIAL RECORDS BEARS NORTH 89° 52' 35" EAST 10.00 FEET DISTANT ALONG SAID SECTION LINE; THENCE LEAVING SAID LINE, SOUTH 000 00' 05" WEST 5.41 FEET TO A POINT;
THENCE SOUTH 56° 59' 13" EAST 699.91 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE
1ST - NORTH 00° 00' 05" EAST 69.70 FEET TO A POINT THENCE AT RIGHT ANGLES,
2ND - SOUTH 89° 59' 55" EAST 125.00 FEET TO A POINT; THENCE AT RIGHT ANGLES,
3RD - SOUTH 00° 00' 05" WEST 350.00 FEET TO APPOINT THENCE AT RIGHT ANGLES,
4TH - NORTH 89° 59' 55" WEST 25.00 FEET TO APPOINT; THENCE AT RIGHT ANGLES,
5TH - NORTH 00° 00' 05" EAST 280.30 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:
A STRIP OR PARCEL OF LAND 20.00 FEET WIDE LYING ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID SECTION 17 FROM WHICH THE SOUTHEASTERLY CORNER OF THAT CERTAIN LAND DESCRIBED IN THE DEED RECORDED IN BOOK 746 AT PAGE 430 OF OFFICIAL RECORDS BEARS NORTH 89° 52' 35" EAST 10.0 FEET DISTANT; THENCE LEAVING SAID SOUTHERLY LINE,
1ST - SOUTH 00° 00' 05" WEST 5.41 FEET TO A POINT; THENCE,
2ND - SOUTH 56° 59' 13" EAST 699.91 FEET TO A POINT ON THE WESTERLY LINE OF HEREIN DESCRIBED PARCEL A FROM WHICH THE NORTHWESTERLY CORNER OF SAID PARCEL A BEARS NORTH 00° 00' 005" EAST 69.70 FEET DISTANCE.
THE SIDE LINE OF SAID 20.00 FOOT STRIP OF PARCEL OF LAND SHALL BE PROLONGED OR SHORTENED TO BEGIN FROM THE SAID SOUTHERLY LINE OF SECTION 17 AND TERMINATE AT THE SAID WESTERLY LINE OF PARCEL A.

PARCEL C:
A STRIP OR PARCEL OF LAND 20.00 FEET WIDE LYING EQUALLY ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN LAND DESCRIBED IN THE DEED RECORDED IN BOOK 1850 AT PAGE 50 OF OFFICIAL RECORDS FROM WHICH THE SOUTHEASTERLY CORNER THEREOF BEARS NORTH 89° 59' EAST 10.00 FEET DISTANT, THENCE LEAVING SAID SOUTHERLY LINE AND FOLLOWING A LINE PARALLEL WITH AND DISTANT 10.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF THAT CERTAIN LAND DESCRIBED IN THE DEED RECORDED IN BOOK 746 AT PAGE 430 OF OFFICIAL RECORDS; THENCE ALONG SAID PARALLEL LINE,
1ST - SOUTH 00° 00' 05" WEST 1382.04 FEET MORE OR LESS TO APPOINT ON THE SOUTHERLY LINE OF SAID SECTION 17 FROM WHICH THE SOUTHEASTERLY CORNER OF SAID LAND DESCRIBED IN THE DEED RECORDED IN BOOK 746 AT PAGE 430 OF OFFICIAL RECORDS BEARS NORTH 89° 52' 30" EAST 10.00 FEET DISTANT.
THE SIDE LINES OF SAID 20.00 FOOT STRIP OR PARCEL OF LAND SHALL BE PROLONGED OR SHORTENED TO BEGIN FROM THE SOUTHERLY LINE OF SAID LAND DESCRIBED IN THE DEED RECORDED IN BOOK 1850 AT PAGE 50 OF OFFICIAL RECORDS AND TERMINATE ON THE SOUTHERLY LINE OF SAID SECTION 17.
EXHIBIT “B”

LICENSED AREA

LICENSE AREA LEGAL DESCRIPTION
A PORTION OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 18 WEST, RANCHO SIMI IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER THAT CERTAIN MAP RECORDED IN THE OFFICE OF THE VENTURA COUNTY, RECORDED IN BOOK 3 OF MISCELLANEOUS RECORDS (MAPS) AT PAGE 2, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL A IN THE DEED TO THE VENTURA COUNTY WATERWORKS DISTRICT NO. 3 RECORDED APRIL 16, 1962 AS DOCUMENT NO. 18099 IN BOOK 2136 OF OFFICIAL RECORDS AT PAGE 218, THENCE SOUTH 89 DEGREES 34 MINUTES 25 SECONDS EAST A DISTANCE OF 110.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 25 MINUTES 35 SECONDS WEST A DISTANCE OF 18.94 FEET TO A POINT;

THENCE NORTH 89 DEGREES 34 MINUTES 25 MINUTES WEST A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 25 MINUTES 35 SECONDS WEST A DISTANCE OF 18.71 FEET TO A POINT;

THENCE NORTH 89 DEGREES 34 MINUTES 25 SECONDS WEST A DISTANCE OF 15.96 FEET TO A POINT;

THENCE NORTH 00 DEGREES 25 MINUTES 35 SECONDS EAST A DISTANCE OF 18.71 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 34 MINUTES 25 SECONDS EAST A DISTANCE OF 15.96 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 299 SQUARE FEET OR 0.0069 ACRES OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS THAT REAL PROPERTY AS DESCRIBED AS PARCEL A PER OLD REPUBLIC TITLE INSURANCE GROUP, OWNERSHIP AND ENCUMBRANCE REPORT NO. 01-13050165-01S, IN THE COUNTY OF VENTURA CALIFORNIA, FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED TOWER LEASE.
EXHIBIT “B-3”

LICENSED AREA
EXHIBIT "B-4"

LICENSED AREA
EXHIBIT “C”

FACILITY STRUCTURES

The Facility shall contain only the structures, enclosures, facilities, facility mounts, and associated wiring and cabling (“Facility Structures”) shown on the Site Plan consisting of 1 page. Such Plan are may be amended from time to time and shall be attached hereto this exhibit and made a part hereto this License.

The following diagram depicts the portion of the site constituting the premises and the existing monopole and facility in accordance with the plans submitted to the District. Licensed area as depicted is approximately 299 square feet.
### Licensing Fees with Section 2.c calculations for Holdover Term, based on annual rates:

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<th>60 days 125%</th>
<th>90 days 150%</th>
<th>120 days 175%</th>
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After 180 days the License Agreement is terminated.

### Renewal Term with calculations:

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<th>60 days 125%</th>
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EXHIBIT “E”

DISTRICT TECHNICAL STANDARDS

LICENSEE’S PLANS FOR ITS LICENSED AREA AND FACILITY ATTACHED AS EXHIBIT “C” OF THIS LICENSE CONTROL AND SUPERSEDE THESE GENERAL SITE TECHNICAL STANDARDS ONLY TO THE EXTENT SPECIFICALLY SHOWN ON SUCH PLANS.

I. General

A. All users shall furnish the following to the District prior to installation of any equipment:
   - Copies of FCC licenses/construction permits related to the Antenna.

B. The following will not be permitted without the written consent of the District which consent shall not be unreasonably withheld:
   - Equipment which does not conform to FCC Rules and Regulations.
   - Any equipment without FCC type approval or type acceptance.

II. Cable

- All Facility transmission lines shall be grounded at the Facility, at the entry point to the equipment room, and in the equipment room, with the appropriate grounding kits.
- All Facility lines to be jacketed coaxial cable.
- All externally-mounted transmission lines must be clamped with stainless steel clamps made specifically for this purpose at spacing intervals as specified by the cable manufacturer.
- Any cable fasteners exposed to weather or sunlight must be nylon ultraviolet resistant type or stainless steel.
- All cable must be run in troughs or cable trays where provided or indicated. No vertical riser coax cables outside of the Facility mast shall be permitted.
- All unused lines must be tagged and terminated at both ends showing termination points.
- All AC power cords must contain 3 conductors and use grounding plugs.
- The use of extension cords shall not be allowed.

III. Cabinets

- All cabinets must be bonded together and grounded to the electrical ground.
- All cabinet doors must be on, closed at all times when active servicing of the equipment is not occurring, and kept locked.
- All non-original holes larger than 1” must be covered with copper screen or solid metal plates.
IV. Installation Procedures

- Installation may take place only after the District has been notified of the date and time, as indicated in Section 8 of the License.
- All equipment, cables, masts, GPS antennas, and all other elements of this project within the Licensed Area must remain within the designated license space at all times.

V. Maintenance/Tuning Procedures

- All cover, shield, and rack fasteners must be in place and securely tightened.
- Local speakers must be turned off except during service.

VI. FCC Licensing

- All FCC licenses must be current.
- All FCC licenses and other such information required to be posted must be posted as prescribed by FCC rules, with copies to the District.
- All FCC Facility Structure Registration data must be current, and posted in conformity with the FCC rules if required.

VII. Interference Diagnosing Procedures

- Licensee must cooperate in a timely fashion with the District when called upon to investigate a claim of interference, whether or not it can be conclusively proven that their equipment is involved.
- District will provide best efforts to assist in locating and curing all interference problems brought to the District by Licensee. If a specific interference problem as brought to the District by Licensee is found to be existing in Licensee’s equipment, then Licensee will reimburse the District for technical assistance at a reasonable market rate, plus any reasonable expenses.

VIII. Miscellaneous

- All installations must be maintained in a neat and orderly manner.
- Access to the Licensed Area shall be by authorized personnel only, and only for purposes of installation, service or maintenance.
- All rubbish related to Licensee’s installation and operations must be removed immediately.