

FACILITY SPACE LICENSE AGREEMENT

by and between

COUNTY OF LAKE, Licensor

and

KELSEYVILLE FIRE PROTECTION DISTRICT, Licensee

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FACILITY SPACE LICENSE AGREEMENT

This Facility Space License Agreement ("Agreement" or "License Agreement") is made this 27th day of March, 2018, by and between the COUNTY OF LAKE, a political subdivision of the State of California, hereinafter called Licensor, and Kelseyville Fire District, hereinafter called Facility Licensee or Licensee, at Lakeport, Lake County, California.

Whereas, Licensor is the owner or Lessee of a telecommunications sites (**hereinafter "Site" or "Sites"**) including transmission towers and antenna supporting structures (collectively "**Tower"**), adjoining buildings ("**Building"**) and related facilities at the locations set forth in Exhibit A; and

Whereas, Licensee currently occupies said Sites by virtue of its contract (Dispatch Contract) with Licensor for Public Safety Answering Point (PSAP) dispatch services for which said Sites provide essential radio communication support; and

Whereas, Licensee's cost for occupancy of said Sites including the cost of administering supporting FCC licensed frequencies ("Licensed Frequencies"), is subsumed in said Dispatch Contract; and

Whereas, Licensee has chosen to discontinue said Dispatch Contract and instead provide dispatch services through a secondary PSAP operated by the California Department of Forestry and Fire Protection (Cal Fire); and

Whereas, Licensee desires to continue utilizing the Licensed Frequencies which Licensor has agreed to facilitate by virtue of a Spectrum Manage Lease Arrangement which is approved and dated concurrently with this Facility Space License Agreement; and

Whereas, Licensee desires to continue occupying said Sites, and Licensor is likewise willing to continue providing access to said Sites and space on an appropriate Tower ("**Tower Space"**) for a) use of Licensor-owned shared antenna systems (**Licensor's Shared Antenna Systems**); and b) for placement of Licensee-owned antennas, cabling and ancillary equipment (Licensee's Antennas), as well as space in an adjoining Building ("**Building Space"**) (collectively "**Licensed Space"**) for Licensee's receiving, transmitting and supporting equipment ("**Licensee's Equipment"**) for Licensee's internal wireless communications, subject to the terms and conditions set forth in this Agreement; and

Whereas, the parties hereto acknowledge that as of the commencement date of this Agreement, **Licensee's Antennas and Licensee's Equipment** were purchased and installed with funds awarded to the Lake County Office of Emergency Services pursuant to the FY05 Homeland Security Grant Program and such Antennas and Equipment are considered "on loan" to Licensee until the end of the useful life of said Antennas and Equipment or until otherwise returned to Licensor; and use thereof is conditioned upon continued compliance with the terms of said grant.

Whereas, the parties hereto also acknowledge that as of the commencement date of this Agreement, all Licensee's Equipment, Licensee's Antennas and Licensor's Share Antenna Systems are fully operational in a manner consistent with the operational capacity and parameter utilized by Licensee prior to the commencement date; and

Whereas, Kelseyville Fire District agrees that as a condition of this License Agreement, it shall enter into Sublicense Agreements with the other Lake County fire districts which wish to access, utilize, and benefit from this License, and shall require that any and all such Licenses shall abide by and be held to the terms and conditions of this License Agreement.

Now, therefore, in consideration of the mutual promises, conditions, and other good and valuable consideration, it is covenanted and agreed as follows:

1. **License Conferred.** Licensor hereby confers on Licensee and Licensee hereby receives and accepts from Licensor a non-exclusive license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

1.1 **Occupy Tower Space for Licensee's Antennas** described in Attachment A. Any change in the antennas and related equipment listed in Attachment A may be made only with the prior written consent of Licensor.

1.2 **Occupy Building Space for Licensee's Equipment** as described in Attachment A. Any change in the equipment listed in Attachment A may be made only with the prior written consent of Licensor which consent shall not be unreasonably withheld.

1.3 **Extend and connect coax, waveguide and/or power conductors to Licensee's Antennas and Licensee's Equipment;**

1.4 **Traverse the Sites as reasonably necessary to accomplish Licensee's purpose contemplated herein.**

1.5 **Licensor retains all rights to access, use, and occupy of all parts of the Tower, Building and Sites, whether or not the same may be used by Licensee.**

1.6 **Licensor retains the right to license to third parties the use of other parts of the Tower, Building and Sites not specifically licensed to Licensee.**

1.7 **Licensor hereby grants to Licensee a right of ingress to and egress from the Licensed Space over the Sites, solely for the purpose of installing, inspecting, replacing equipment with like equipment, operating and/or maintaining Licensee's Equipment and Licensee's Antennas listed in Attachments A. Licensee's agents shall carry company identification and display same if so requested. Licensee shall provide to Licensor, in writing, the names of all persons authorized by Licensee to enter the Sites. Licensee shall modify that list as changes occur and provide Licensor with a copy. If the access road to a Site is damaged by neglectful use, which shall include use within twenty-four (24) hours of heavy rains in a vehicle with a gross combination weight of over 20,000 pounds, Licensee shall pay the full cost of repairs to the area or areas of the access road so damaged if it can be shown the damage was caused by Licensee or any of its service agents.**

1.8 **Licensee shall not install any additional antennas and equipment on the Tower, Building, Vault and Sites without written consent from the Licensor.**

1.9 **Licensee shall not use or permit the Tower, Building and Sites to be improved, developed, used, or occupied in any manner or for any purpose that is in violation of state, local, or federal law or is inconsistent with the terms of this Agreement.**

1.10 **Licensee shall not make, or suffer to be made, any alteration to the Tower, Building and Sites or any part thereof without the written consent of Licensor.**

1.11 **At all times during the term of this Agreement, Licensee shall, at Licensee's sole expense and cost, keep and maintain Licensee's Antennas and Licensee's Equipment appurtenant to the Tower, Building and Sites in good order and repair.**

1.12 **Licensee shall prevent pollution and harm to the environment in or on the Tower, Building and Sites.**

2. **Term.** The initial term ("Initial Term") of this License Agreement shall commence on the date specified in Attachment B ("Commencement Date") and expire on the date specified in Attachment B or upon earlier termination by the parties ("Termination Date").

2.1 **Any holding over at the end of the Termination Date shall be on a month-to-month basis on the terms and conditions of this Agreement with the monthly fee set forth in Attachment B.**

2.2 **Other provisions relating to the term of this License Agreement, if any, are set forth in Attachment B.**

2.3 **Any substantive change in FCC License requirements that have a material effect upon one or both of the parties hereto.**

3. **License Fee.** Licensee shall pay to Licensor, throughout the Initial Term of this License Agreement, a license fee ("License Fee") in the amount and on the dates set forth in Attachment B.

3.1 **The License Fee shall be adjusted upward on each anniversary of the Commencement**

Date ("Anniversary Date") by an increase of three percent (3%) over the then amount of the License Fee except that adjustments to the license fee for occupancy of the Seigler Mountain Site shall be subject to a proportional pass through of any increases imposed by the State of California.

3.2 All fee payments are due on the first of every month. Until further notice, checks should be made payable to the "County of Lake" and mailed to the address given by Licensor to Licensee. The License Fee shall be delinquent if not received by the Licensor within ten (10) days of the due date and shall be subject to a late charge equal to six percent (6%) of the amount of the payment then due. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Licensor will incur by reason of the late payment by Licensee. Any amount due and unpaid shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.

4. Site Management. Licensee agrees to operate **Licensee's Equipment** in material compliance with the reasonable requirements of Licensor, including, but not limited to Licensor's Technical Requirements as promulgated by Licensor from time to time and, upon written notice, with any reasonable amendments thereto. Licensor may appoint a Site Manager who has authority over all technical matters at the Sites and Licensee shall be solely responsible to compensate the Site Manager for any services provided to Licensee relative to complying with said requirements including any reviews and approvals required in **Paragraph 12** hereinbelow.

5. Improvements and Purpose. Licensee shall use the Sites to install, operate, and maintain thereon **Licensee's Equipment and Licensee's Antennas** and for no other purpose. Licensee's installation of **Licensee's Antennas** and **Licensee's Equipment** on the Sites shall be limited to antennas and other equipment and frequencies agreed upon in advance by Licensor. **Licensee's Equipment** and Licensee's Antennas shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect the operations and interests of other users of the Tower, Building and Sites.

6. Replacement Tower and Building. Licensor reserves the right to replace the Tower and/or Building with a new or different tower and/or building and to relocate **Licensee's Antennas** and **Licensee's Equipment** to the new or different tower and/or building, provided that the new Tower Space and Building space shall be substantially comparable to the existing Licensed Space. All terms of this Agreement relating to the Licensed Space shall apply to the new Tower Space and Building space.

7. Utilities. Unless otherwise waived by the County Administrative Officer or unless an amount is otherwise set forth in Attachment B hereto, Licensee shall be responsible for all costs of electric utilities consumed by Licensee's operations based on estimated electric usage as determined by Licensor. Licensor makes no warranty as to uninterrupted utility service to the Sites. Licensor shall invoice Licensee on an annual basis unless another term is mutually agreed upon.

8. Road Access and Maintenance. For those Sites subject to a "Road Fee" as identified in Attachment B, Licensee shall share in the cost of maintenance of the access road that directly serves the Site in direct proportion to Licensee's use of road as compared with the use of the road by Licensor and other users of the Site, or otherwise on terms agreed upon by Licensor and Licensee and set forth in Attachment B.

9. Access Keys. Upon execution of this Agreement, Licensor shall deliver to Licensee all necessary keys and combinations to facilitate Licensee's access to the Licensed Space. Loss or unauthorized duplication of keys by Licensee shall make Licensee liable, at Licensor's sole discretion, for the cost of re-keying the Site locks. Access to the Sites may be through one or more locked gates that restrict access. Where such gates exist, Licensee shall maintain locked at all times all gates across the access road to the Site. Licensee shall not provide a key to anyone other

than an employee of Licensee, unless specifically authorized in writing by Licensor or the Site Manager. Licensee shall maintain a list of all persons who have possession of keys and shall make a list of such persons available to Licensor or the Site Manager on demand. Licensee shall not grant access to the Site to anyone other than officers, employees, agents and contractors of Licensee, without the prior authorization of Licensor or the Site Manager.

10. Mechanic's Liens.

Licensee will provide Licensor at least fifteen (15) days prior written notice before any labor is performed, supplies are furnished, or services are rendered at the Sites, or any part thereof, and Licensee shall post notices of non-responsibility on the Sites as specified under California law for the benefit of Licensor. Licensee shall keep the Sites free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the **Licensee's Equipment** and **Licensee's Antennas** on or from the Tower or the Site or structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the **Licensor's Equipment** and Licensee's Antennas on or from the Tower of the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Licensee's installation, repair, maintenance, or removal of the **Licensee's Equipment** and **Licensee's Antennas** on or from the Tower or the Site or structural enhancement of the Tower, Licensee shall cause (a) any such lien to be bonded in an amount equal to one hundred fifty percent (150%) of the amount of the claim, or (b) discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed by the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify Licensor from all such amounts.

11. Taxes. Licensor shall be responsible for payment of all personal and real Property taxes assessed directly upon and arising solely from the Tower and Site; provided, however, if improvements constructed by Licensee on the Site result in the increase of Licensor's real or personal property taxes. Licensee shall be responsible for payment for the increase in said real or personal property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's **Equipment (Including Licensee's Antennas)**. Pursuant to Revenue and Taxation Code Section 107.6, notice is hereby given that this Agreement may be a contract with a private entity whereby a possessory interest subject to property taxation is created. Such a property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Licensee shall pay any property taxes levied on any possessory interests on the Tower, Building and Site.

12. Maintenance and Repairs.

12.1 Licensee's Equipment and Licensee's Antennas: Licensee, at Licensee's expense, shall maintain, repair and replace **Licensee's Equipment** and **Licensee's Antennas** during the term or any renewal terms of this Agreement provided that any alterations, modifications, repairs or replacements to **Licensee's Equipment** and **Licensee's Antennas** do not increase the number of antennas, cables or other equipment in the Tower Space, or materially increase the size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the **Licensee's Equipment** and **Licensee's Antennas** on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high quality construction standards.

Further, any maintenance, repair or replacement work performed on the **Licensee's Equipment and Licensee's Antennas** shall not interrupt or interfere with the communications system of

current or future users unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any repair or replacement work on the **Licensee's Equipment and Licensee's Antennas**, Licensee shall submit detailed plans and specifications of the maintenance, repair or replacement work to be performed to Licensor for Licensor's written approval. Licensor shall have the right to review and approve the plans, specifications and contractor prior to the commencement of any maintenance, repair or replacement work on the **Licensee's Equipment and Licensee's Antennas**, all at Licensee's expense. Licensee shall have twenty-four (24) hour access for routine maintenance of base station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor within twelve (12) hours after access to the Tower and Site has occurred. Licensee shall be in compliance at all times with **Paragraphs 13, 14, and 16** hereinbelow during maintenance and repairs.

Licensee is responsible for loss, theft, or damage to **Licensee's equipment and Licensee Antennas**.

12.2 Shared Equipment: The parties acknowledge that certain equipment may serve both parties hereto. In such case, the parties hereto agree that regardless of which owns said equipment, both parties shall maintain joint responsibility for said equipment during the term of this license. When this license terminates, said shared equipment shall be returned to the owner thereof. Such "shared" equipment may include, but not be limited to Licensor's Shared Antenna Systems and ancillary components thereof (including combiners, multi-couplers, isolators) and backup batteries. The scope of maintenance, repair and replacement of such shared equipment shall be mutually approved by the parties in advance of such work and the cost shall be born equally by the parties hereto. The parties hereto shall execute a separate signed writing delineating the equipment deemed by them to be shared. Said writing shall be updated as necessary to add or remove particular equipment.

13. Access to Tower and Equipment.

13.1 Licensee shall have access to **Licensee's Equipment and Licensee's Antennas** for the purpose of maintaining, repairing and replacing such equipment; at Licensee's sole expense and for the purpose of maintaining, repairing and replacing shared equipment subject to the provisions set forth in Section 12.2 hereinabove. Licensee's access to the tower shall be only by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. Where applicable, Licensee shall not use any motorized off-highway vehicles to and from the Tower, Building, and Site more than two (2) times per week, unless approved in advance by Licensor. In all cases other than emergency repairs, Licensee shall provide advance notice to licensor of the desire to access the tower and equipment.

13.2 Licensee's independent contractors, subcontractors shall not be permitted to climb a tower or serve as ground crew on the Tower, Building or Site unless that person has been specifically approved in advance by the Director of the County of Lake, **Public Services Department** as having necessary and appropriate training and certification to climb towers. Upon request from the **Director of the County of Lake, Public Services Department**, Licensee and each qualified applicant shall furnish Tower Climbing Certification documents or adequate proof of at least five (5) years' climbing experience, as determined by the **Director of the County of Lake, Public Services Department**. The requirements under this **Paragraph 13.2** shall not apply to PG&E employees who are trained by PG&E for climbing safety."

14. Interference.

14.1 During the Term of this Agreement, Licensee agrees to use equipment of the type and design that will not cause interference to other licensees on the Site. Licensee agrees to make no changes to its equipment, frequency or frequencies without the prior written approval of Licensor. Licensee agrees to maintain all its equipment to operate within the manufacturer's and FCC specifications.

14.2 In the event **Licensee's Antennas, Licensee's Equipment** or Licensee's use of the

Tower, Building or the Site causes interference, Licensee shall take all steps necessary to correct or eliminate such interference. Licensee upon notification of such interference agrees to promptly remedy such interference at Licensee's cost. If such interference cannot be corrected within seven (7) days of Licensee's being informed in writing by Licensor and/or Site Manager of such interference, Licensor may, in its sole discretion, terminate this Agreement as provided hereinafter, or alternatively, Licensor may require Licensee to cease operation of its equipment until such interference can be corrected or eliminated at which time Licensee may resume operation of its equipment. Licensee assumes all liability for interference to all equipment on or off Site caused by its equipment.

14.3 Licensor shall require all current and future licensees on the Site to comply with the provisions of this paragraph.

15. Interruptions. Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the **Licensee's Equipment** (including **Licensee's Antennas**) or the operation of **the Licensee's Equipment** (including **Licensee's Antennas**) including, without limitation, equipment failures, structural failures, or otherwise.

16. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, permits, and requirements of all federal, state and local governments and their agencies as they relate to Licensee's use and occupancy of the Tower, the Site, and the **Licensee's Equipment** (including **Licensee's Antennas**), as the case may be. Without limiting the foregoing, the Licensee shall at all times use and occupy the Tower, and the Site, and the **Licensee's Equipment** (including **Licensee's Antennas**), as the case may be, in accordance with all Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA"), and all other regulations, ordinances or laws.

17. Compliance with FCC Radio Frequency Emissions Requirements.

17.1 It shall be the responsibility of the Licensee to ensure that **Licensee's Equipment** (including **Licensee's Antennas**), does not cause radio frequency exposure levels, to exceed those levels permitted by the FCC. Licensor shall require other communications users of the Site to bear the same responsibility.

17.2 If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the Licensee is one of the responsible parties causing such exposure, then Licensee shall reconfigure **Licensee's Equipment and Licensee's Antennas**, including but not limited to reducing power levels, as reasonably directed by Licensor, and shall equitably share in all expenses incurred by Licensor as are necessary in order to meet FCC compliance levels.

17.3 Licensee agrees that in the event there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Licensee will cooperate with Licensor and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

17.4 Licensee acknowledges and agrees that, upon reasonable prior notice, Licensee shall reduce operating power or cease operation of **Licensee's Equipment and Licensee's Antennas** when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

18. Indemnification. Each party shall hold harmless, defend and indemnify the other and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out the party's use of the Tower and its presence at the Site, caused in whole or in part by any negligent act or omission of the party, anyone directly or indirectly employed by the party or anyone for whose acts the party may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the other. Additionally, Licensee shall hold harmless, defend and indemnity Licensor and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of its use of the Tower and presence at the Site of and presence and use by any sublicensee(s), except where caused by the active negligence, sole negligence, or willful

misconduct to the Licensor.

19. Risk of Loss/Insurance.

19.1 Licensee shall continuously maintain in full force and effect a policy of commercial general liability insurance insuring Licensee against liability for bodily injury, death, damage to personal property arising out of the activities contemplated under this License Agreement with limits of not less than Two Million and No/100 Dollars (\$2,000,000) for bodily injury or death, and not less than Two Million Dollars (\$2,000,000) for damage to property. In addition, Licensee shall maintain commercially reasonable insurance appropriate for the uses and activities contemplated under this License Agreement, including, but not limited to, the following: worker's compensation in statutory amounts, employer's liability insurance with combined single limits of Two Million and No/100 Dollars (\$2,000,000), and automobile liability insurance against claims for bodily injury or property damage with combined single limits of Two Million and No/100 Dollars (\$2,000,000) which specifically covers all vehicles leased, owned or used by Licensee. Certificates of such policies shall be delivered to Licensor on the Commencement Date and annually thereafter. Licensor and Licensor's Site Manager shall be named as additional insured and shall be added in the form of an endorsement to Licensee's insurance on ISO form number CG 20 38 04 13. Any available insurance proceeds in excess of the specified limits stated in this Agreement shall be available to said additional insureds. Licensee shall require all of its contractors and subcontractors to add said additional insureds in accordance with ISO form number CG 20 38 04 13 or coverage at least as broad, and Licensee shall ensure that its contractors' and subcontractors' policy endorsement comply with these requirements. Further with the exception of any negligence on the part of Licensor and subject to the waiver of subrogation below, Licensee shall reimburse Licensor for any damage to the Tower or Building or **Licensor's equipment** (including **Licensee's Antennas**) caused by Licensee. Further with the exception of any negligence of the part of Licensee and subject to the waiver of subrogation below, Licensor shall reimburse Licensee for any damages to **Licensee's Equipment** (including **Licensee's Antennas**) caused by Licensor.

19.2 Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement (or such broader coverage as is actually carried by the insured party), and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. If this waiver would invalidate policy coverage under applicable law, this waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not effect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

19.3 No insurance policy shall be cancelled without five days prior written notice to Licensor, and such cancellation is neither a release nor a waiver of Licensee's obligations under this **Paragraph 19**. Any violation of **Paragraph 19** by Licensee is subject to the default provisions of **Paragraph 23**. The limits and coverage of all such insurance shall be adjusted by agreement of all parties during every fifth year of the term of this agreement in conformity and the then prevailing custom of insuring property and other risks similar to those appropriate to the Site. Any disagreement shall be resolved by binding arbitration pursuant to California Code of Civil Procedure Sections 1281 et. seq., and modified. All such insurance shall insure the performance by each party of the indemnity provisions contained in **Paragraph 18**, and all such insurance shall be non-contributing with any insurance which may be carried by Licensor, and shall contain a provision that Licensor, although named as an insured's, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Licensor, its agents and employees, and its property. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the Licensor. Licensee's insurance coverage shall be provided to the Licensor as an additional insured on a primary and noncontributory basis in accordance with form CG 20 01.

19.4 Licensee shall have the right to self insure with respect to any of the insurance requirements required under this **Paragraph 19**. Licensee shall submit a letter of self-insurance signed by a duly authorized representative evidencing that Licensees self-insurance program is in

full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this **Paragraph 19**.

20. Transfer of Licensee's Interest. Licensee's interest under this License Agreement shall not be assignable by Licensee, without Licensor's prior consent, provided, however, Licensee may assign this Agreement, upon notice to Licensor but without Licensor's prior consent, to any person controlling, controlled by, or under common control with Licensee, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Licensee's radio communications business and assumes all obligations of Licensee under this Agreement. No such assignment shall relieve Licensee of any obligation under this Agreement and Licensee and any assignee shall be jointly and severally liable under this Agreement. Any other assignment of this Agreement by Licensee shall require Licensor's prior written consent.

21. Multiple Users. Except as otherwise provided herein, Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee. Licensee shall not otherwise transfer any interest under this Agreement including, without limitation, duplexing of signals, shared use rights, or shared digital or analog interconnect facilities. Furthermore, Licensee shall not be permitted to sub-license to or share with third parties **Licensee's equipment or Licensee's Antennas**, including but not limited to, coaxial, antennas, dishes, and/or base station equipment.

22. Removal of Licensee's Property. Upon the expiration or earlier termination of this Agreement, Licensee (i) shall remove Licensee's Equipment (including **Licensee's Antennas**) in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower, Building and the Site caused by or during such removal, and (iii) shall surrender the Tower, Building and the Site in good condition, ordinary wear and tear excepted. Any removal of **Licensee's Equipment** (including **Licensee's Antennas**) after the expiration or the earlier termination of this Agreement shall be subject to the month-to-month License Fee provisions under **Paragraphs 2.1 and 3**. In the event Licensee fails to remove any of **Licensee's Equipment** (including **Licensee's Antennas**) from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this Agreement, Licensee shall be deemed to have abandoned said **Equipment** and Licensor shall be free to remove and dispose of said Equipment in any manner by Licensor, in Licensor's sole and absolute discretion. If Licensee is deemed to have abandoned **Licensee's Equipment** (including **Licensee's Antennas**) to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of said **Equipment**, such obligation to reimburse Licensor to survive the termination of this Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancement to the Tower, as determined by Licensor, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this Agreement.

23. Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder.

23.1 Monetary Default. The failure by Licensee to make any payment of License Fee or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period often (10) days after which notice thereof is received by Licensee from Licensor.

23.2 Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of twenty (20) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such twenty (20) day period and thereafter diligently prosecutes such cure to completion.

23.3 Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder.

24. Condemnation.

24.1 Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

24.2 Temporary or Partial Condemnation. In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Licensor shall have the right to terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensor written notice thereof and, upon Licensor's receipt of such written notice, this License Agreement shall terminate. If either Licensor or Licensee elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

24.3 Condemnation Award. Licensor shall receive the entire condemnation award for the Tower and the Site and Licensee hereby assigns to Licensor any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensor, any condemnation awarded to Licensee on account of **Licensee's Equipment (including Licensee's Antennas)**, Licensee's moving and relocation expenses, and Licensee's license interest.

25. Fire. In addition to the grounds for termination provided elsewhere in this Agreement, Licensor may terminate this Agreement with notice to Licensee upon determination by Licensor that Licensee's use of the Tower, Building, or Site interferes with the prevention of fire in violation of the Lake County Fire Code.

26. Use of Firearms and Weapons. Licensee and its officers, employees, agents, contractors, and invitees, shall not use, carry, or possess any firearms and weapons, including, but not limited to: guns, bows, arrows, or sling shots, on the Tower, Building, and Site, and areas past any locked gates leading up to the Tower, Building, and Site.

27. Trash and Littering. Licensee and its officers, employees, agents, contractors, and invitees shall not litter or leave any debris on the Tower, Building, and Site, and areas past any locked gates leading up to the Tower, Building, and Site, unless approved in advance by Licensor for a temporary duration during new construction.

28. Event of Casualty.

28.1 Termination. In the event of any damage to or destruction of the Tower, Building, or Site, or any lesser part thereof, which renders the Tower, Building, or Site unusable or inoperable, Licensor or Licensee shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations hereunder by giving written notice to Licensor or Licensee within thirty (30) days after such damage or destruction. If neither party terminates this Agreement, the License Fee payable hereunder shall be reduced or abated in proportion to the actual reduction or abatement use of the Tower, Building, and Site. Licensor is not obligated to make any necessary repairs to the Tower or **Licensee's Equipment (including Licensee's Antennas)**. Licensor shall be entitled to use any and all insurance proceeds from policies required under this Agreement to pay for any such repairs. If Licensor elects to terminate this License Agreement pursuant to this paragraph, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

28.2 Replacement of Tower. If the Tower is totally or substantially destroyed and the destruction is not caused by or contributed to by Licensee, Licensor, in Licensor's sole and

absolute discretion, may elect to terminate this Agreement in accordance with **Paragraph 28.1**, rebuild the Tower at Licensor's expense, or provide Licensee with suitable alternative location for the **Licensee's Equipment and Licensee's Antennas**. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay the License Fee while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

29. Termination - Other Circumstances. In addition to the grounds for termination provided elsewhere in this Agreement, Licensor may terminate this Agreement with notice to Licensee should the following circumstances arise which preclude Licensor from proceeding with this Agreement:

- (A) A directive from the State
- (B) The passage of any law which effectively prohibits Licensor from fulfilling its obligations pursuant to this Agreement.

The Agreement may be terminated by Licensor should any of the above-referenced circumstances arise, by giving thirty (30) days notice to the Licensee.

30. Termination • Obligations. Any termination as provided in this Agreement shall relieve both parties of any further obligations under this Agreement (except provisions which indicate they survive such termination), although Licensee shall continue to be responsible for any breach of any obligations which occurred prior to the date of such termination.

31. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and the Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

32. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

33. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

34. Entire Agreement. This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

35. Modifications. This Agreement may only be modified by a written amendment thereto, executed by both parties. However, matters which do not affect the agreed price may be modified by mutual written consent of Licensee and Licensor executed by the Director of the County of Lake, Public Services Department, unless otherwise required by law.

36. Severability. If any of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make the enforcement.

37. Authority. The persons who have executed this License Agreement represent any warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

38. Environmental Laws. Licensor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, excepting only such substances that are customarily used in wireless communications facilities and are not in violation of any applicable law. Licensee shall not introduce or use any such substance on the Site in violation of any applicable law. Licensor shall be responsible for, and shall promptly conduct any

investigation and remediation as required by any applicable environmental laws, of all spills or other releases of Hazardous Substance, not caused by or contributed to by Licensee, that have occurred or which may occur on the Site. Each party agrees to defend, indemnify and hold the other party harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the indemnitee may suffer due to the existence or discovery of any Hazardous Substance on the Site or the mitigation of any Hazardous Substance to the other properties or released into the environment, that relate to or arise from the indemnitor's activities during or prior to the commencement of this Agreement. The indemnification of this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, re-mediation, removal or restoration work required by any government authority.

39. Applicable Law. This License Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located. The parties hereto agree that venue or forum from any action or proceeding regarding this Agreement or performance thereof shall be in Lake County California.

40. Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

40.1 *Personal delivery.* When personally delivered to the recipient. Notice is effective on delivery.

40.2 *First-class mail.* When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective two mail delivery days after deposit in a United States Postal Service office or mailbox.

40.3 *Certified mail.* When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

40.4 *Overnight delivery.* When delivered by Federal Express or United Parcel Service, charges prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

40.5 *Facsimile transmission.* When sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

40.6 *E-mail transmission.* When sent by e-mail using software that provides un-modifiable proof (a) that the message was sent, (b) that the message was delivered to the recipient's information processing system, and (c) of the time and date the message was delivered to the recipient along with a verifiable electronic record of the exact content of the message sent.

40.7 Addresses for purpose of giving notice are as follows:

LICENSOR:

Public Services Director
County of Lake
333 2nd Street
Lakeport, CA 95453
Ofc: (707) 262-1618

LICENSEE:

Fire Chief
Kelseyville Fire Protection District
4020 Main Street
Kelseyville, CA 95451
(707) 279-4268

40.8 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

40.9 Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.

41. Waiver of Compliance. Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver of failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

42. Estoppel. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this License is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this License, as so modified, is in full force and effect) and the date to which the License Fee and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such default if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such statement within such time will be conclusive upon the requesting party that (i) this License is in full force and effect, without modification except as may be partly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one year of License Fees has been paid in advance.

43. Ownership of Documents. All non-proprietary reports, drawings, renderings, information, and / or other documents or materials prepared by and / or submitted to Licensee hereunder shall become the property of Licensor. In the event of the termination of this Agreement for any reason whatsoever, Licensee shall promptly turn over all said reports, drawings, renderings, information, and / or other documents or materials to Licensor without exception or reservation.

44. Records - Audit. Licensee shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, any applicable documents supporting all bids and documents pertaining to income and expenditures. These documents and records shall be retained by Licensee for at least five (5) years from the termination of this Agreement. Licensee will permit Licensor to audit all books, accounts, and / or records relating to this Agreement and / or all accounts or records of any business entities controlled by Licensee who participated in this Agreement. Licensor may require Licensee to provide all books and records within a maximum of fifteen (15) days of Licensee's receipt of written notice to do so from Licensor.

45. Residency. All independent contractors providing services to Licensee or Licensor for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

46. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

47. Other. The submission of this Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option, and this Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee. Licensee represents and warrants that it is licensed to do business and enter into license agreements in the State of California.

48. Facsimile. This Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this License Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

49. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

50. Effectiveness. This Agreement shall be effective only when signed by all parties.

IN WITNESS WHEREOF, Licensor and Licensee execute this agreement as follows:

LICENSOR

LICENSEE

COUNTY OF LAKE

By. _____

By. _____

Fed Tax ID No. _____

APPROVED AS TO FORM:

Anita L. Grant
County Counsel

By.  _____

**ATTACHMENT A – FACILITY AND TOWER
SPACE ALLOCATION AND EQUIPMENT THEREIN**

LICENSOR: County of Lake
LICENSEE: Kelseyville Fire Protection District

Space Location and Description of Space Occupied:

Site Identifier	Site Address	Approx. Lat. & Long Coordinates	Licensor's Antenna Support Structure
Hunter Point.	5.6 Mi. up Hunter Pt. Rd, Upper Lake, CA	39° 12' 44.7" N 122° 57' 15.5" W	Tower
Seigler Mountain	Seigler Mtn, 1.5 Mi. NNE,	38° 52' 25.6" N 122° 42' 35.0" W	Tower
Lake County Courthouse	375 Third St., Lakeport, CA	39° 02' 36.6" N 122° 54' 59.50" W	Building
Buckingham Peak, Mt. Konocti	9280 Konocti Rd., Kelseyville, CA	38° 59' 22.3" N 122° 46' 09.0" W	Tower
County Dispatch	1355 Hoyt Ave., Lakeport, CA	39° 06' 08.6" N 122° 54' 53.0" W	Tower

Building Space and Licensee's Equipment Therein:

Except for the Seigler Mountain Site, space is provided at each of the above Sites for the following Licensee's equipment:

- 1 A single VHF repeater transmitting on 155.025MHz and receiving on 154.055MHz, identified as follows:

Site Identifier	Repeater Model No.
Hunter Point.	TBD
Seigler Mountain	TBD
Lake, County Courthouse	TBD
Buckingham Peak, Mt. Konocti	TBD
County Dispatch	TBD

*TBD: "To Be Determined". Once determined, the above table shall be updated accordingly subject to a signed and dated replacement thereof which shall be considered incorporated in to this agreement.

Space for the following equipment shall only be provided if said equipment is not otherwise shared with the Lessor:

- 1 Power Supply
- 2 Back Up batteries
- 1 Tray to hold batteries
- 1 Battery charger
- 1 Dual Isolator
- 1 Combiner or duplexer
- As necessary: Other supporting equipment
- 1 Equipment mount rack limited in size to only support the above equipment.

Seigler Mountain: Space in the Seigler Mountain site is subject to the terms, conditions and space limitation as delineated in Licensor's Lease with the State of California, dated August 25, 1999.

Licensor's initials: _____

Licensee's Initials: _____

**ATTACHMENT A - FACILITY AND TOWER
SPACE ALLOCATION AND EQUIPMENT THEREIN**

Tower Space and Antennas Usage Requirements:

Site Identifier	Site Manager	Licensor's Shared Antenna System (Transmit)	Licensor's Shared Antenna System (Receive)	Licensee's Antennas (Transmit)	Licensee's Antennas (Receive)
Hunter Point.	Co. Sheriff	Yes	Yes	NA	NA
Seigler Mountain	State	Yes	Yes	NA	NA
Lake County Courthouse	Co. Public Svc. Director	TBD*	TBD	TBD	TBD
Buckingham Peak, Mt. Konocti	Co. Public Svc. Director	NA	Yes	Yes	NA
County Dispatch Tower	Co. Sheriff	TBD	TBD	TBD	TBD

*TBD: "To Be Determined". Once determined, the above table shall be updated accordingly subject to a signed and dated replacement thereof which shall be considered incorporated in to this Agreement.

Use of Licensor's Shared Antenna Systems: During the Term of this Agreement, Licensee must continue using Licensor's Shared Antenna Systems where such shared antenna systems are being used as indicated in the table above, unless otherwise mutually agreed upon pursuant to written amendment approved by the applicable Site Manager specified above. The parties hereto acknowledge that as of the Commencement Date of this Agreement, the Licensor's Shared Antenna Systems referenced above are satisfactorily operational. Licensee understands and agrees that said shared antenna system(s) provide omni-directional coverage and that any maintenance, repair or replacement of said shared antenna systems that is undertaken by Licensee shall not impair the performance of Licensor's receive and transmit capabilities. Use of Licensee's Antennas: During the Term of this Agreement, Licensee may continue using, maintaining and replacing Licensee's Antennas where they are currently being used as indicated above but shall not increase the structural size of such antenna(s) or add to the number of Licensee's Antennas at any of the Sites, unless otherwise mutually agreed upon pursuant to written amendment approved on behalf of the County by the Lake County Sheriff. Licensee may, upon written consent of the Lake County Sheriff, use Licensor's Shared Antenna Systems in lieu of Licensee's Antennas at any of the Sites above with the understanding that upon doing so, Licensee shall have abandoned its antenna and shall promptly remove it from the Tower Space.

Tower Space: The parties mutually acknowledge that the intent of the above antenna usage requirements is to minimize the use of tower space by promoting the use of shared antenna systems. Consequently, Licensee shall not make any changes, including movement of antennas or expansion of antenna size in its use of Tower Space unless otherwise mutually agreed upon pursuant to written amendment approved on behalf of the County by the Lake County Sheriff.

Licensor's initials: _____

Licensee's Initials: _____

ATTACHMENT B - TERM & FEES

LICENSOR: County of Lake

LICENSEE:

TERM:

1. Commencement Date: Concurrent with Execution Date of the Spectrum Manager Lease Agreement attached hereto as Attachment C.

- 1 Termination Date: Concurrent with Termination Date of the Spectrum Manager Lease Agreement attached hereto as Attachment C, which date shall be subject to the same termination provision set forth in the Spectrum Manager Lease Agreement as well as the termination provisions set forth elsewhere in this Facility Space License Agreement.

- 2 Termination: In addition to the grounds for termination provided elsewhere in this Agreement Licensor or Licensee may terminate this Agreement without cause or penalty, upon prior written notice of ninety days, or such other period that is mutually agreed upon in writing by the parties in accordance with Section 35 of this Agreement.

- 3 Any fees due under this Attachment B shall survive the termination or expiration of this Agreement.

LICENSE FEES:

Site Identifier	License Fee	Utility Fee	Road Fee	Total Annual Cost
Hunter Point.	\$300 per month	\$20 per month	\$45 per month	\$4,380
Seigler Mountain	\$180 per month	None	None	\$2,160
Lake County Courthouse	\$300 per month	\$20 per month	None	\$3,840
Buckingham Peak, Mt. Konocti	\$300 per month	\$20 per month	\$45 per month	\$4,380
County Dispatch	\$300 per month	\$20 per month	None	\$3,840

1. License Fee (Rent): The license fee established herein shall commence and be due on the first day of the month that is subsequent to the Commencement Date and shall be payable thereafter on the anniversary of the Commencement Date (or such other timer period as is mutually agreed to in writing) in advance, to the Licensor. Payment shall be prorated for the final fractional month of this License Agreement, or if this License Agreement is terminated before the expiration of any month for which Rent should have been paid.

2. Utility fee: \$20.00, subject to the terms and conditions set forth in **Paragraph 7**. At Licensor's discretion, said fee amount may be adjusted annually to reflect increases in the cost of electricity charged by PG&E. Any such adjustment shall be subject to 30 day written notice by Licensor to Licensee.

3. Road Maintenance Fee: For the Sites identified above, Licensee shall pay to Licensor the sum of \$45.00 per month, commencing on the Commencement Date, and continuing throughout the Initial Term of this Agreement, and any extension thereof, for Licensee's contribution to the maintenance of the applicable access roads the Site.

4. Licensee will be invoiced a one-time Site Administration fee of \$2,500.00 which shall be due on the Commencement Date.

Licensor's initials: _____

Licensee's Initials: _____

ATTACHMENT C

SPECTRUM MANAGER LEASE AGREEMENT