

FACILITY SPACE LICENSE AGREEMENT

by and between

COUNTY OF LAKE, Licensor

and

Kelseyville Unified School District, Licensee

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FACILITY SPACE LICENSE AGREEMENT

This Facility Space License Agreement ("Agreement" or "License Agreement") is made this ____ day of _____, 2017, by and between the COUNTY OF LAKE, a political subdivision of the State of California, hereinafter called Licensor, and Kelseyville Unified School District, hereinafter called Licensee, at Lakeport, Lake County, California.

Whereas, Licensor is the owner of a telecommunications site ("Site") including transmission towers and antenna supporting structures (collectively "Tower"), buildings (collectively "Building") and related facilities located on Buckingham Peak on Mt. Konocti near Kelseyville, Lake County, California; and

Whereas, Licensee desires to occupy, and Licensor is willing to provide, space on an appropriate antenna supporting structure ("Tower Space") for the placement of Licensee's 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;

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 which consent shall not be unreasonably withheld.
 - 1.2 Occupy Building Space for Licensee's Equipment as described in Attachment B. Any change in the equipment listed in Attachment B 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 Licensee's Antennas and Licensee's Equipment;
 - 1.4 Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein.
 - 1.5 Licensor retains all rights to access, use, license and occupy of all parts of the Tower, Building and Site, 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 Site 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 Site, solely for the purpose of installing, inspecting, replacing equipment with like equipment, operating and/or maintaining Licensee's Equipment listed in Attachments A & B. 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 Site. Licensee shall modify that list as changes occur and provide Licensor with a copy. Licensor reserves the right to deny access to the Site to any person for good cause. Licensee shall give Licensor or Licensor's Site Manager not less than 24 hours notice prior to entering the Site, except in case of emergency, in which case notice shall be given not later than 12 hours after entry to the Site together with the circumstances for the emergency. Notice maybe given by any of the methods listed in Paragraph 40 hereafter. If the access road 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 and Site without written consent from the Licensor.

1.9 Licensee shall not use or permit the Tower, Building and Site 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 Site 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 Site in good order and repair.

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

2. Term. The initial term ("Initial Term") of this License Agreement shall commence on the date specified in Attachment C ("Commencement Date") and expire on the date specified in Attachment C 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 C.

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

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 C.

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.

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 Site 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 Site to install, operate, and maintain thereon Licensee's Equipment and for no other purpose. Licensee's installation of Licensee's Antennas and Licensee's Equipment on the Site shall be limited to antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's Equipment 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 Site.

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 C 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 Site. Licensor shall invoice Licensee on an annual basis unless another term is mutually agreed upon.

8. Road Access and Maintenance. Licensee shall share in the cost of maintenance of the road over Licensor's property from Konocti Road to 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 D.

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 Site is through one or more locked gates that restrict access between Konocti Road and the Site. 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 Site, or any part thereof, and Licensee shall post notices of non-responsibility on the Site as specified under California law for the benefit of Licensor. Licensee shall keep the Site 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 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 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 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. 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. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this Agreement provided that any alterations, modifications, repairs or replacements to Licensee's Equipment 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 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 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, 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, 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.

13. Access to Tower and Equipment.

13.1 Licensee shall have access to Licensee's Equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. 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.

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 or the operation of the Licensee's Equipment including, without limitation, equipment failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto.

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, 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, 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 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, 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 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.

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 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 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 Licensee's 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. 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, including but not limited to, coaxial, antennas, dishes, and/or base station equipment.

22. Removal of Licensee's Property. Licensee's Equipment is agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this Agreement, Licensee (i) shall remove Licensee's Equipment 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 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 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 Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner by Licensor, in Licensor's sole and absolute discretion. If Licensee is deemed to have abandoned Licensee's Equipment 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 Licensee's 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, Licenser 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 Licenser 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, Licenser 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 Licenser written notice thereof and, upon Licenser's receipt of such written notice, this License Agreement shall terminate. If either Licenser or Licensee elects to terminate this License Agreement, Licenser 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 Licenser and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

24.3 Condemnation Award. Licenser shall receive the entire condemnation award for the Tower and

the Site and Licensee hereby assigns to Licenser 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 Licenser, any condemnation awarded to Licensee on account of Licensee's Equipment, 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, Licenser may terminate this Agreement with notice to Licensee upon determination by Licenser 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 Licenser 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, Licenser 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 Licenser 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. Licenser is not obligated to make any necessary repairs to the Tower or Licensee's Equipment. Licenser shall be entitled to use any and all insurance proceeds from policies required under this Agreement to pay for any such repairs. If Licenser elects to terminate this License Agreement pursuant to this paragraph, Licenser 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 Licenser 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. 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. Licensors 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

COPY TO:

Peter Gruchawka, Site Mgr.
Accord Communications
P.O. Box 670
Kenwood, CA 95452
Office: (707)-833-5027
Fax: (707) 833-2805
accordcomm@comcast.net

LICENSEE:

Director of B & G & Maint.
Kelseyville Unified School District
4410 Konocti Road
Kelseyville CA 95451
707-279-8405 office

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, Licensors and Licensee execute this agreement as follows:

LICENSOR

COUNTY OF LAKE

By. _____

LICENSEE

Kelseyville Unified School District

By.  _____

Fed Tax ID No. 680319464

APPROVED AS TO FORM:

Anita L. Grant
County Counsel

By. _____

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.

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

LICENSOR

LICENSEE

COUNTY OF LAKE

Kelseyville Unified School District


By. _____

By. _____

Fed Tax ID No. _____

APPROVED AS TO FORM:

Anita L. Grant
County Counsel

By.  _____
Lloyd C. Guintivano
Deputy County Counsel

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

LICENSOR: County of Lake

LICENSEE: Kelseyville Unified School District

Description of Space Occupied:

Vault Space:

Space for the following:

- 1 AAR10QCGANQ1AN Motorola SLR5700 UHF repeater
- 1 IBR1100LP6-NA Cradlepoint cellular router
- 1 TPRD4544 Duplexer
- 3 DCM0100 Deep Cycle Back Up batteries
- 1 405-4360 Tray to hold Batteries
- 1 SEC1250UL SAMLEX battery charger rack mounted
- 1 T-4560 Dual Isolator
- 1 Equipment mount rack
- 1 P-194-S Power Strip Rack Mount Bud Industries

Antenna Space:

Space on Licensor's roof of the Vault building for:

- 1-Telewave ANT450D3 two dipole antenna
- LDF4-50A Coax and connectors or whatever is necessary for the antenna work.
- 1-Polyphaser Lightening Suppressor
- Two Cell Base Antennas for the Cradlepoint router, MIMO Technology

Licensor's initials: _ _ _

Licensor's Initials: _____



**ATTACHMENT B - LICENSEE'S
EQUIPMENT DESCRIPTION**

LICENSOR: County of Lake

LICENSEE: Kelseyville Unified School District

Description of Licensee's Equipment:

- 1 AAR10QCGANQ1AN Motorola SLR5700 UHF repeater
- 1 IBR1100LP6-NA Cradlepoint cellular router
- 1 TPRD4544 Duplexer
- 3 DCM0100 Deep Cycle Back Up batteries
- 1 405-4360 Tray to hold Batteries
- 1 SEC1250UL SAMLEX battery charger rack mounted
- 1 T-4560 Dual Isolator
- 1 Equipment mount rack
- 1 P-194-S Power Strip Rack Mount Bud Industries

1-Telewave ANT450D3 two dipole antenna

LDF4-50A Coax and connectors or whatever is necessary for the antenna work.

1-Polyphaser Lightening Suppressor

Two Cell Base Antennas for the Cradlepoint router, MIMO Technology

Licensor's initials: _____

Licensee's Initials:

ATTACHMENT C - TERM & LICENSE FEE

LICENSOR: County of Lake

LICENSEE: Kelseyville Unified School District

TERM:

1. Commencement Date: July 18, 2017.
2. Termination Date: June 30, 2022.
3. 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.
4. Any fees due under this Attachment C shall survive the termination or expiration of this Agreement.

LICENSE FEES:

1. License Fee: \$300.00 per month commencing on the first day of the month that is subsequent to the Commencement Date. Rent shall be payable on the first day of each month, in advance, to the Licensor. If the Commencement Date of this License Agreement is other than the first day of a calendar month, Licensee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter Licensee shall pay a full Month's Rent on the first day of each calendar month, except that 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. Licensee will be invoiced a one-time construction oversight and installation certification fee of \$1,000.00 which shall be due on the Commencement Date.

Licensor's Initials: _____

Licensee's Initials: 

ATTACHMENT D - ROAD MAINTENANCE

FACILITY SPACE LICENSE AGREEMENT

LICENSOR: County of Lake

LICENSEE: Kelseyville Unified School District

Road Maintenance Agreement

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 road leading from Konocti Road to the Site.

Licensor's initials: _____

Licensee's Initials:  _____