



Office of the City Manager

ACTION CALENDAR
March 19, 2024

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Andrew Murray, Interim Director of Public Works
Subject: Adoption of a Master License Agreement Template for the Non-Exclusive Installation of Small Cell Telecommunications Facilities on City Owned and Maintained Streetlight Poles in the Public Right-of-Way

RECOMMENDATION

Adopt a Resolution approving a Master License Agreement template for the non-exclusive installation of small cell telecommunication facilities (equipment) by private telecommunication companies on City owned and maintained streetlight poles in the public right-of-way.

SUMMARY

Small cell telecommunication facilities are relatively low-power, short-range wireless communication systems that cover a more limited geographic range, typically for use by cellular phones. Private telecommunication companies such as AT&T or Verizon aspire to install these facilities throughout a community in order to enhance signal coverage. The companies prefer to install these facilities on utility poles. Utility poles in the City of Berkeley are owned and maintained by utility companies such as PG&E and AT&T. In the past, small cell facilities have primarily been installed on utility-owned wooden poles in parts of the City that have not been undergrounded as part of an underground utility district. In areas where overhead utilities have been placed underground, the poles that remain are typically street lights and traffic signals owned by the City. The proposed Master License Agreement Template (MLA) would create a framework for telecommunication companies to lease space from the City, on City owned streetlight poles, for installation of small cell cellular equipment.

FISCAL IMPACTS OF RECOMMENDATION

There will be an increase in revenue to the General Fund in the form of an annual licensing fee for each pole license issued. The amount is dependent upon the number of license agreements entered into and the number of pole licenses issued. A one-time "Processing Fee" will be charged to each utility company that enters into an MLA to compensate the City for legal and other costs related to review and preparation of the

agreements. Standard charges for permit fees and Staff review time will be collected during issuance of permits related to construction under the MLA.

CURRENT SITUATION AND ITS EFFECTS

The California Public Utilities Commission (CPUC) has historically determined that wireless providers are a utility and, therefore, have all the rights of use of the public right-of-way (PROW) as any other telecommunications utility under the Public Utilities Code section 7901. The PROW contains existing overhead infrastructure, such as utility poles, traffic signal poles, and streetlight poles that can support wireless telecommunication facilities. As an example, small cell facilities can be, and are being, installed on wooden poles owned by PG&E, and the City has limited discretion over such installations, outside of the City's Aesthetic Guidelines.

Typically, the wireless equipment is attached to wooden utility poles in the PROW as part of an agreement with the entity that owns the pole. The usual instances where wireless telecommunication companies would request to attach their equipment to City owned streetlights are in underground utility districts where the wooden utility poles are not present. Rather than install a new pole specifically for mounting the small cell equipment, a wireless carrier would prefer to make use of existing streetlight poles.

A wireless carrier will likely apply for multiple locations in the City, with a short deadline, known commonly as "shot clocks," by which Federal law requires the City to act on each permit application for wireless facilities. This shot clock, including permits and any contractual approvals, is 60 days for small cell installations on existing structures and 90 days on new or replacement structures. It is not feasible to take a separate license agreement to the City Council for approval of each installation and meet the deadlines.

Since the City is the owner of the light poles, Staff has drafted the attached agreement template for use with the individual telecommunication companies in order to regulate the mounting of their equipment to the City owned streetlight poles. The template was prepared under direction of the City Council, and through consultation with the City Attorney's office and through negotiation with a major cellular provider.

Establishing an MLA for installation of small cell wireless facilities on City owned streetlight poles is a Strategic Plan Priority Project, by advancing our goal to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

Small Cell Wireless Facilities ("Small Wireless Facilities") are relatively low-power, short-range wireless communication systems that cover a more limited geographic range than traditional "macro" wireless facilities. Small Cell Wireless Facilities are designed to accommodate emerging technologies, which transmit higher volumes of

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data at higher speed than existing networks. These facilities supplement, rather than replace, larger facilities. The word “small” in “small cell” refers to its service area, and because of the short range of these facilities, projected network buildouts require installation of Small Cell Wireless Facilities at more locations and closer in proximity to each other than is the case with traditional wireless facilities.

On September 26, 2018, the FCC adopted its Declaratory Ruling and Third Report and Order (“Small Cell Order”) relating to small cell wireless technology, and the placement of small wireless facilities in the PROW. The rules adopted in the Report and Order interpret the federal Telecommunications Act of 1996.

Existing federal and state law grant wireless providers certain rights to deploy small wireless communication facilities within the City’s PROW and the Small Cell Order places limitations on local jurisdictions’ ability to deny, condition, or restrict small wireless installations.

In response to the adoption of the Small Cell Order, on July 7, 2020, the City Council adopted Ordinance No.7,726-N.S. amending the language of the City’s Wireless Telecommunications Ordinance and provisions applicable to telecommunications permits in the PROW (BMC Chapter 16.10 and the Aesthetic Guidelines for PROW Permits).

Amendments to the Aesthetic Guidelines for PROW Permits gave the City some control over the location and aesthetics of the wireless facilities installed in the PROW. The Guidelines set forth application requirements, a process for reviewing permit application, and standards for the placement and design of wireless facilities for PROW permits. These guidelines are currently being applied to installation of telecommunication equipment on utility company owned poles and will also be used for installations on City owned streetlight poles as contemplated with the proposed MLA.

On April 12, 2022, Council adopted Resolution No.70,297–N.S. directing Staff to prepare a draft Master License Agreement template for installation of small cell telecommunication facilities on City-owned and maintained streetlight polls in the public right-of-way. The attached draft of the Master License Agreement template is recommended for approval.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no anticipated environmental sustainability and climate impacts as a result of entering into agreements with the telecommunication utilities. Additionally, per the Telecommunications Act of 1996, “No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions

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to the extent that such facilities comply with the Commission's regulations concerning such emissions.”

RATIONALE FOR RECOMMENDATION

The proposed MLA template would be used for entering into agreements with individual telecommunication companies for their use of City owned streetlight poles for mounting wireless communication equipment.

Entering into a MLA with the telecommunication companies will have the benefit of allowing the City to have more control over the installation of small cells by mutual agreement with the utilities, it will be more efficient to enter into a master agreement instead of individual agreements for each installation, and entering into an agreement would reduce the potential for a lawsuit.

Staff requests approval of the MLA template, attached to this report, and asks that the Council provide the City Manager delegated authority to approve minor carrier-specific changes to the template that do not significantly change the risks and rewards to the City (e.g., insurance provisions and certain definitions). The template includes standard term limits and renewal periods for the length of time that the agreements will be in effect.

ALTERNATIVE ACTIONS CONSIDERED

One alternative would be to negotiate a streetlight pole use agreement with utility companies on a case by case basis. Council could delegate blanket authority to the City Manager to enter into agreements with the individual companies for each location. However, due to the amount of applications that could potentially be submitted, there would still be a risk that the parties involved could not come to terms within the shot clock time that the FCC allows for permit approval.

Another alternative would be to permit the use of the poles without an agreement and only reference the BMC and the Aesthetic Guidelines. This would relinquish some control that the City could have over the installation, maintenance, and removal of the equipment on the streetlight poles.

CONTACT PERSON

Ronald Nevels, Manager of Engineering, Public Works, (510) 981-6439

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

ADOPTION OF A MASTER LICENSE AGREEMENT TEMPLATE FOR THE NON-EXCLUSIVE INSTALLATION OF SMALL CELL TELECOMMUNICATIONS FACILITIES ON CITY OWNED AND MAINTAINED STREETLIGHT POLES IN THE PUBLIC RIGHT-OF-WAY

WHEREAS, existing federal and state law grant wireless providers certain rights to deploy small wireless communication facilities within the City's right-of-way (PROW) and the Small Cell Order places limitations on local jurisdictions' ability to deny, condition, or restrict small wireless installations; and

WHEREAS, on July 7, 2020, the City Council adopted Ordinance No.7,726-N.S. amending the language of the City's Wireless Telecommunications Ordinance and provisions applicable to telecommunications permits in the public PROW (BMC Chapter 16.10 and the Aesthetic Guidelines for PROW Permits); and

WHEREAS, amendments to the Aesthetic Guidelines for PROW Permits gave the City significant control over the location and aesthetics of the wireless facilities installed in the PROW, consistent with applicable state and federal law. These guidelines have been applied to installation of telecommunication equipment on utility company owned poles and are also to be used for installations on City owned streetlight poles; and

WHEREAS, Staff has been contacted by wireless telecommunication companies requesting that they be permitted to attach small cell equipment to City owned streetlight poles; and

WHEREAS, as the owner of the streetlight poles in the PROW the City is responsible for entering into license agreements with the wireless carriers in order for those carriers to mount equipment on the City's streetlight poles; and

WHEREAS, due to the potential number of license agreements that will be necessary it is not feasible to take a separate license agreement to the Council for approval for each installation. Staff proposes that a Master License Agreement (MLA) template be used for entering into agreements with individual telecommunication companies for the use of City owned streetlight poles for mounting wireless communication equipment; and

WHEREAS, on April 12, 2022, the City Council adopted Resolution No.70,297-N.S. directing staff to prepare a draft Master License Agreement template for installation of small cell telecommunication facilities on City-owned and maintained streetlight polls in the public right-of-way; and

WHEREAS, Staff requests approval of the MLA template, and fees as included in the attachment to the staff report, and asks that the Council provide the City Manager

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delegated authority to approve minor carrier-specific changes to the template that do not significantly change the risks and rewards to the City (e.g., insurance provisions and certain definitions). The template includes fees, standard term limits, and renewal periods for the length of time that the agreements will be in effect.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Master License Agreement template, attached to the staff report, is hereby adopted for use when wireless telecommunication equipment is to be mounted on City owned light poles.

BE IT FURTHER RESOLVED that the City Manager is delegated authority to approve minor carrier-specific changes to the template that do not significantly change the risks and rewards to the City (e.g., insurance provisions and certain definitions).

Exhibits

A: Master License Agreement

MASTER LICENSE AGREEMENT
FOR SMALL CELL POLE ATTACHMENT INSTALLATION ON CITY FACILITIES

between

City of Berkeley,
a municipal corporation

and

[Carrier]

Effective as of: Date

**MASTER LICENSE AGREEMENT
FOR SMALL CELL POLE ATTACHMENT INSTALLATION ON CITY FACILITIES**

This MASTER LICENSE AGREEMENT FOR SMALL CELL POLE ATTACHMENT INSTALLATION ON CITY FACILITIES (“**Master License**”), effective as of Date (the “**Effective Date**”), is made by and between the CITY OF BERKELEY, a municipal corporation (“**City**”), and [Carrier] (“**Licensee**”).

BACKGROUND

A. Licensee installs, maintains, operates and/or controls, in accordance with regulations promulgated by the Federal Communications Commission (“**FCC**”) and the California Public Utilities Commission (“**CPUC**”), distributed antenna system and/or small wireless facilities in public rights-of-way (“**ROW**”), among other locations, in the State of California.

B. Licensee holds a valid Wireless ID Registration ([Number]) or Certificate of Public Convenience and Necessity (Utility ID ([Number])) issued by the CPUC.

C. City owns street light poles and other traffic control and safety poles in ROW in Berkeley, California, which Licensee believes are suitable sites for installing equipment to deliver personal wireless services.

D. Licensee desires to obtain from City, and City is willing to grant to Licensee, the right to use the portions of the City’s street light poles and other traffic control and safety poles in the ROW to install, operate, and maintain equipment in a manner consistent with the Berkeley Municipal Code (“**BMC**”), Berkeley Aesthetic Guidelines, and all other applicable “**Laws**” (as defined herein), and this Master License.

E. This Master License has been approved by the following City actions, all of which are now final and binding:

1. On April 12, 2022, the City Council authorized Staff to prepare a draft Master License Agreement Template for the non-exclusive installation of small cell telecommunications facilities on City owned and maintained streetlight poles in the public right-of-way

2. (enter City Council MLA approval information here)

AGREEMENT

1. PURPOSE, DEFINITIONS AND BASIC LICENSE INFORMATION.

1.1 Purpose.

1.1.1 License. This Master License: (i) establishes the contractual framework under which Licensee may apply to City for and obtain a revocable (only in accordance with the terms and conditions set forth in this Master License) license to use a License Area identified in Pole Licenses for the Permitted Use; (ii) governs the fees, charges, procedures, requirements, terms and conditions by which City will issue Pole Licenses to Licensee; and (iii) authorizes Licensee to engage in the Permitted Use only pursuant to individual Pole Licenses issued under this Master License.

1.1.2 Pole Licenses. Pole Licenses that the City issues under this Master License will: (i) authorize Licensee to engage in the Permitted Use; (ii) specify approved License Areas, any site constraints, and any additional installation, operation, access, and maintenance requirements specific to those License Areas; (iii) grant a license, but not a leasehold interest, to Licensee only as a part of and subject to the terms and conditions of this Master License; and (iv) not amend any term or condition of this Master License except that in the event that a provision of a Pole License conflicts with any provision of this Master License, then the terms of the Pole License will control.

1.2 Definitions. Capitalized and other defined terms used in this Master License and all exhibits shall have the meanings given to them in this section or in the text where indicated below, subject to the rules of interpretation set forth in **Section 28.6** (Interpretation of Master License).

“Aesthetic Guidelines” is defined as the version of the “Administrative Guidelines for Issuance of Public Right-of-Way Permits Under Berkeley Municipal Code Chapter 16.10 adopted and in force at the time of the application for a Pole License.

“Affiliate” means an entity that directly or indirectly Controls, is Controlled by, or is under the Common Control with Licensee and has a net worth of at least Ten Million Dollars (\$10,000,000).

“Agents” when used with respect to either party includes the agents, employees, officers, contractors, subcontractors and representatives of that party in relation to this Master License, a Pole License and any License Area.

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

“CERCLA” means the Comprehensive Environmental Response, Compensation and

Liability Act of 1980 (42 U.S.C. § 9601 et seq.).

“City Pole” is any street light pole or other traffic control and safety pole owned by City. The term includes Replacement Poles.

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

“Control” or “Controlled” means: the power (directly or indirectly) to direct the management or policies of a person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

“CPUC” means the California Public Utilities Commission.

“Decorative City Pole” means any City-owned pole that includes decorative or ornamental features, design elements and/or materials intended to enhance the appearance of the pole or the public rights-of-way in which the pole is located.

“Effective Date” means the date on which both parties have fully executed this Master License.

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

“Equipment” means antennas, radio units, ancillary fiber-optic cables, electrical wiring, inner duct, conduit, pedestals, pull boxes, conductors, Tesco panel and other material, infrastructure or equipment required for the Permitted Use or by any Regulatory Agency and approved in a Pole License, and any “like-kind” upgrades or replacements permitted by Section 7.1 of this Master License.

“Expiration Date” means the day before the 10th anniversary of the Effective Date, as extended by any applicable Renewal Term.

“FCC” means the Federal Communications Commission.

“GIS” means Geographic Information System for mapping purposes.

“Hazardous Material” means any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any Regulatory Agency to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” in CERCLA or Section 25316 of the California Health & Safety Code; and any “hazardous waste” listed in Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas, or natural gas liquids.

“Indemnified Party” or “Indemnified Parties” means City, its Agents, employees, contractors, council members, commissioners, attorneys and their respective heirs, legal representatives, successors and assigns.

“**Indemnify**” means to indemnify, defend and hold harmless, including, the immediate defense duty, as described in **Article 18** (Licensee’s Indemnity).

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

“**Invitees**” when used with respect to Licensee means the invited guests, tenants, subtenants, licensees, assignees and sublicensees of Licensee in relation to a License Area.

“**Laws**” means all present and future statutes, ordinances, codes, orders, including, without limitation, FCC Declaratory Ruling (FCC 18-133), regulations and implementing requirements and restrictions of federal, state, county and municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“**License Area**” means, individually and collectively, the portion of the City Poles approved for installation of Equipment, which may include pole tops, conduits housing the circuits delivering power to the City Poles and street light pull boxes and other City property necessary for access.

“**Manager of Engineering**” is defined to mean the manager of the Engineering Division of the City of Berkeley entitled Manger of Engineering/City Engineer, or designee.

“**Master Fee Schedule**” is defined to mean the City’s general fee schedule for the City of Berkeley, which is revised, updated, adopted and applied by the City Council in compliance with all applicable Laws; following any such update of the Master Fee Schedule, such updated version shall be deemed to mean the Master Fee Schedule, as referred to herein.

“**Permitted Use**” means Licensee’s installation, maintenance, repair, modification, upgrade, addition, removal and operation of Equipment on City Poles in License Areas, subject to the terms and conditions of this Master License, for the purpose of providing Service.

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

“**PROW**” means Public Rights-of-Way or ROW.

“**PW Permit**” means permits issued by the Engineering Division of the City of Berkeley Department of Public Works.

“**Regulatory Approvals**” means licenses, permits, and other approvals necessary for Licensee to install and operate Equipment on and in a License Area, other than the Pole License.

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

“**Release**” when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing on, under or about any License Area, other Property of City or the environment.

“**ROW**” means public rights-of-way owned or controlled by the City.

“**Service**” means the transmission and reception of communications signals for the provision of personal wireless services, telecommunications services and mobile data services as defined in federal law.

“**Street**” means the public right of way, including landscape areas, sidewalk, curb, gutter, and pavement, dedicated for roadway purposes.

“**Subsidiary**” means an entity controlled by Licensee that has a net worth of at least Five Million Dollars (\$5,000,000).

1.3 Basic License Information

1.3.1 City Contact Information

[insert Berkeley notice address, email and telephone numbers]

1.3.2 Licensee Contact Information

For Notices:

[CARRIER’S CONTRACT INFORMATION]

2. SCOPE OF LICENSE.

2.1 License Areas.

2.1.1 Issuance of License. Subject to the terms, covenants and conditions set forth in this Master License, the City may issue to Licensee one or more Pole Licenses, each of which will be effective as of the Commencement Date specified in the

Pole License. Each Pole License will grant Licensee a contractual license to use the License Area specified in the Pole License and shall have as its subject a single License Area.

2.1.2 Limitation on Scope. This Master License applies only to City Poles subject to final, fully executed Pole Licenses. This Master License does not authorize the Permitted Use on any other property, except the License Areas specified in any Pole License.

2.1.3 Prohibited City Owned Support Structures. Licensee acknowledges that the following are prohibited support structures for Equipment:

- (a) Decorative City Poles (including historic or ornamental streetlight poles)
- (b) Traffic signal poles, mast arms, cabinets or related devices or structures

2.2 No Property Interest in Any License Area.

2.2.1 Limited Interest. Licensee acknowledges and agrees that this Master License does not create a lease, possessory interest, easement, franchise or any other real property interest in any part of any License Area. Licensee further acknowledges and agrees that in the absence of a fully executed Pole License, as applicable, Licensee does not have the right to use any City Pole for any purpose.

2.2.2 Limited Rights. The license granted to Licensee under any Pole License grants only a nonpossessory, revocable (only in accordance with the terms and conditions set forth in this Master License) license to enter onto and use the License Area for the Permitted Use, which means that:

(a) Licensee will have exclusive use of those limited designated portions of the City Poles where its Equipment has been approved for installation but otherwise will have only non-exclusive use of remaining portions of License Areas which may be shared or used by others such as the portion of the City Poles not designated for Licensee's exclusive use, the conduits housing the circuits delivering power to the City Poles, street light pull boxes and other City property necessary for access; and

(b) City retains possession and control of all City Poles and all License Areas, which will at all times be superior to Licensee's use of the License Areas; and

(c) City may terminate this Master License and any Pole License in whole or in part in accordance with the terms thereof; and

(d) except as specifically provided otherwise in this Master License, this Master License does not limit, restrict or prohibit City from entering into agreements with third parties regarding the use of City Poles and property; and

(e) this Master License does not create a partnership or joint venture between City and Licensee; and

(f) Pole Licenses shall not be sublicensed to other parties or entities (other than Licensee's Affiliates) without prior approval by City under this Master License. Pole Licenses may be sublicensed to Licensee's Affiliates only with prior written notice to City.

2.2.3 No Impediment to Municipal Use. This Master License and any Pole License issued hereunder do not limit, alter or waive City's right to use any part of any City Pole as infrastructure established and maintained for the benefit of City. Licensee shall not interfere, or cause interference, with City's use and operation of any portion of any City Pole or License Area or any other property for any purpose.

2.3 Signs and Advertising. Licensee agrees that its rights under this Pole Licenses issued under this Master License do not authorize Licensee to erect or maintain or permit to be erected or maintained by anyone under Licensee's control, any signs, notices, graphics or advertising of any kind on any part of any License Area, except as notices or identification markers required by Law.

2.4 Light and Air. Licensee agrees that no diminution of light, air, or signal transmission by any structure (whether or not erected by City) will entitle Licensee to any reduction of any License Fees, Review Fee or Processing Fees, result in any liability of City to Licensee, or in any other way affect this Master License, any Pole License or Licensee's obligations, except as specifically provided in this Master License.

2.5 As-Is Condition of each City Pole and License Area. Licensee's attention is directed to the following:

2.5.1 As-Is Condition. Licensee expressly acknowledges and agrees to enter onto and use each City Pole and License Area authorized by a Pole License in its "as-is, with all faults" condition.

2.5.2 Licensee Due Diligence. Licensee represents and warrants to City that Licensee has conducted or will conduct a reasonably diligent investigation, either independently or through Agents of Licensee's choosing, of the condition of each City Pole and License Area and of the suitability of each City Pole and License Area for Licensee's intended use, and Licensee is relying solely on its independent investigation. In addition to other due diligence to be undertaken by Licensee, if Licensee requests use of City's existing conduit, Licensee shall be responsible for determining if the City's existing conduit has sufficient space available for all City and Licensee uses. Licensee further represents and warrants that its intended use of each City Pole and License Area is for the Permitted Use.

2.5.3 No City Representations or Warranties. Licensee agrees that neither City nor any of its Agents have made, and City disclaims, any representations or warranties, express or implied, with respect to the physical, structural, or environmental condition of any City Pole or License Area, the present or future suitability of any City Pole or License Area for the Permitted Use.

2.6 Permitted Use. Licensee shall use each License Area solely for the Permitted Use and for no other use, subject to all Laws and conditions of Regulatory Approvals. Licensee shall maintain throughout the Term all Regulatory Approvals to use each License Area for the Permitted Use.

2.7 No Illegal Uses or Nuisances. Licensee shall not use or occupy any License Area in any unlawful manner, for any illegal purpose or in any manner that constitutes a public nuisance under the Berkeley Municipal Code. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its use of each License Area.

2.8 Additional Authority. This Master License is not an authorization to use the ROW. Nothing in this Master License shall limit in any way, or is a substitute for, Licensee's obligation to obtain any additional required franchises, authorizations, approvals or permits from any City department, board, commission, or other governmental agency that has authority over the Licensee's activities involving use of the City Poles in the ROW or limit the City's exercise of rights that it may have in connection with the grant or exercise of such franchises, authorizations, approvals or permits,

whether or not such activities involve Services. Without limiting the generality of the foregoing, City believes it may have the right to require a franchise and franchise fees under Cal. Const., art. XII, § 8, or franchise fees under Section 5840(q) of the Digital Infrastructure and Video Competition Act (as codified in Public Utilities Code section 5800 et seq.) (“**DIVCA**”) or federal law, 47 U.S.C. § 542, and City does not intend by entering into this Master License to waive any of those rights or any legal arguments it might make to defend such rights. Licensee by entering into this Agreement does not waive any rights or arguments it might have under state or federal law. The Parties do not intend to resolve those disputes here nor do they intend to create uncertainty about what services can be offered under this Agreement. If City demands a franchise or franchise fees pursuant to DIVCA or other state or federal law, or if there is a change of law or other legal development under which the services being provided by Licensee pursuant to this Master License are subject to a franchise or franchise fees under DIVCA or other state or federal law, the Parties will meet and confer in good faith for a period not to exceed one hundred and twenty (120) days (“the Negotiation Period”) to negotiate terms, including any compensation owed by Licensee to the City under DIVCA or other state or federal law. If the Parties are not able to reach agreement during the Negotiation Period, the Parties may exercise any remedies that they may have. However, the Parties agree that in no instance shall City seek to prevent Licensee from providing any such service under this Master License.

3. TERM. The term under this Master License will commence on the Effective Date and will continue for ten (10) years from the Effective Date (the “**Initial Term**”), unless earlier terminated in accordance with this Master License. Unless City or Licensee provides written notice to the other at least six (6) months prior to the expiration of the Initial Term (or of the then current Renewal Term as defined herein) that it will not renew the Master License, the Master License will automatically renew for successive five (5) year periods, up to a maximum of twenty (20) years from the Effective Date (each such period after the Initial Term is a “**Renewal Term**”). The Renewal Term will be subject to the same terms and conditions set forth in this Master License (subject to License Fee and License Fee escalators described herein). The term of any Pole Licenses shall be coterminous with the Master License (the Initial Term and the Renewal Terms shall together constitute the “**Term**”).

4. LICENSE FEES AND OTHER CHARGES.

4.1 Commencement Date.

4.1.1 Definition. The term “**Commencement Date**” means the date each Pole License commences, which shall be specified in each such Pole License.

4.2 License Fees.

4.2.1 General. Licensee shall be solely responsible for the payment of all fees and costs in connection with Licensee’s performance under this Master License, including, but not limited to, those set forth herein.

4.2.2 Annual Pole License Fees. Licensee shall pay to City for each Pole License an annual License Fee in the amount corresponding to the applicable year as specified in **Exhibit B** which Licensee acknowledges represents the “safe harbor” amount for cost-based compensation established by the FCC Declaratory Ruling (FCC 18-133) (the “**License Fee**”). The License Fee in **Exhibit B** shall be paid unless and until substituted by a different amount under paragraph 4.2.4 or 4.2.5. The License Fee must be delivered in the manner specified in Section 4.7.

4.2.3 Due Dates. The License Fee for each License Area shall be due and payable to City in advance without prior demand or any deduction, setoff or counterclaim within thirty (30) days of the Commencement Date for the first payment, and on January 1 of each and every year following each such License Area’s Commencement Date. The License Fee shall be prorated for the first year with a daily rate based on a three hundred sixty-day (360) year. There shall be no refunds of License Fees paid due to the termination or expiration of the Pole License for any reason except termination due to (i) the City’s uncured Default under Section 17; (ii) RF or physical interference caused by the City or any Indemnified Party to Licensee’s operation of its Equipment which interference Licensee determines in good faith is not resolvable within ten (10) days from the commencement of such interference; and (iii) damage caused by the City or any Indemnified Party to Licensee’s Equipment and/or the City Pole subject to a Pole License. Receipt of any License Fees by City with knowledge of any breach of this Master License by Licensee, or of any default on the part of Licensee in the observance or performance of any of the conditions or covenants of this Master License or a Pole License, shall not be deemed a waiver of any provision of this Master License or Pole License.

4.2.4 Cost Study Adjustments to License Fee. Licensee acknowledges that during any period in which the cost-based compensation requirement in FCC 18-133 is in effect, City reserves the right to adjust the License Fee payable pursuant to paragraph 4.2.2 for all existing and future Pole Licenses if, based on a study of its actual and reasonable costs conducted in compliance with all applicable Laws, an adjusted recurring fee meets the cost-based compensation requirement (“**Cost Study Adjustment**”). In the event City conducts a study hereunder in compliance with all applicable Laws, City must provide any study and a breakdown of actual and reasonable costs considered resulting in a Cost Study Adjustment and Licensee shall reimburse City for a proportional share of the costs of conducting such study, based on the number of the then-current licensees who will be subject to Cost Study Adjustment. The License Fee established by the Cost Study Adjustment shall be subject to an annual escalation at three percent (3%) applied on January 1 of each and every year following implementation, unless the cost study provides a different escalation rate.

4.2.5 Alternate License Fee. In the event the cost-based compensation requirement of FCC 18-133 ceases to be in effect, the Licensee shall automatically and immediately be obligated to pay the amount described in this paragraph. For all existing and new Pole Licenses, Licensee shall pay to the Licensor an alternate license fee in the amount of **One Thousand Three Hundred Dollars (\$1,300)** per calendar year for each License Area, subject to annual adjustment of three percent (3%) applied on January 1 of each and every year following implementation (“Alternate License Fee”) and due and

payable in accordance with paragraph 4.2.3. No Alternate Licensee Fee shall be owed for any periods during which the cost-based compensation requirement of FCC 18-133 was in effect. However, if Licensee has paid License Fees pursuant to the provisions of paragraph 4.2.2 or 4.2.4 above for a calendar year, and the cost-based compensation requirement of FCC 18-133 ceases to be in effect during the same calendar year, the Licensee shall pay the difference between the License Fee and the Alternate License Fee for the period from the date the cost-based compensation requirement of FCC 18-133 ceased to be in effect until December 31 of that calendar year (“**License Fee Adjustment**”). Such License Fee Adjustment shall be paid to City on January 1.

4.3 Master License Processing Fee. Concurrent with Licensee’s delivery of an executed copy of this Master License, Licensee shall pay City a one-time, non-refundable processing fee (“**Processing Fee**”) of **One Thousand dollars (\$1,000)** to compensate City for its legal and other costs in entering into this Master License. Licensee acknowledges that the Processing Fee is not applicable against any License Fee or other charge or fee under this Master License.

4.4 Review Deposit and Fees. At the time of submission of each application related to a License Area and Pole License, as well as in the event that Licensee requires additional administrative services to amend, update, modify or change in any way this Master License, any Pole License, and/or License Area, Licensee shall pay an administrative processing deposit (“**Review Deposit**”) equal to five hours of Plan Checking and Engineering Fees to be applied to recover staff costs associated with the technical analysis, legal review and preparation of documents with respect thereto, in accordance with the hourly rate provided in the adopted Master Fee Schedule at the time of the application or other request, which may be adjusted by City from time-to-time and any out-of-pocket costs for consultants retained by the City. If the City reasonably determines that the City’s costs will exceed the amount of the Review Deposit, the City shall notify Licensee in writing and provide the estimated additional amount that Licensee must deposit to replenish the Review Deposit. Licensee will replenish the Review Deposit within fifteen (15) business days after Licensee’s receipt of such City written notice. Once the City tasks for which the Review Deposit was made are completed, the City shall notify Licensee in writing of the surplus that will be reimbursed or shortfall that Licensee must pay. Payment of any reimbursement or any shortfall shall occur within fifteen (15) business days after Licensee’s receipt of such City written notice unless otherwise provided in an applicable Pole License. The Review Deposit is in addition to any fees required by other City departments for example, for other permits or inspections. All fee amounts shall be assessed and administered consistent with standard City practice and fee schedule(s) as currently adopted and subsequently amended or replaced, in a manner consistent with applicable Law.

4.5 Unlawful Detainer Action. Only for the purposes of maintaining an unlawful detainer action, each License Fee and all other monetary obligations of Licensee under this License shall be considered “rent.”

4.6 Electricity Service Fees. City Poles are operated on an unmetered flat rate agreement with PG&E that does not cover the electricity consumption of the Equipment;

Licensee shall establish a separate agreement with PG&E for the use of electricity to power the Equipment.

4.7 Manner of Payment. Licensee shall pay License Fees, the Processing Fees, Review Fees and all other amounts payable to City under this Master License (i) in cash, (ii) by ACH electronic transfer only if the City informs Licensee in writing that payment by ACH electronic transfer is available, or (iii) other immediately available funds by check payable to the "City of Berkeley" and delivered to City at the address for payment specified in the Basic License Information, unless City directs otherwise by notice given in accordance with **Section 28.1** (Notices). A check that is dishonored will be deemed unpaid.

4.8 Interest. If Licensee fails to make any payment under this Master License when due, such amounts shall accrue interest, from the date such payment is due until paid, including accrued interest, at the lesser of the annual rate of ten percent (10%) or the highest percentage allowed by Law.

5. POLE LICENSE APPLICATIONS.

5.1 City Approval Required.

5.1.1 City Rights Superior. Licensee's use of any part of a License Area for the Permitted Use is subject to City's prior written approval through the issuance of a Pole License. Subject to any limitations expressly provided in this Master License, City is not obligated to subordinate its municipal functions or proprietary interests in any way to Licensee's interest. In determining whether to approve Licensee's application for a Pole License, City may consider any matter affecting its municipal obligations and proprietary interests; provided, however, the existence of banners and/or street signs on a City Pole shall not be automatic grounds for rejection of Licensee's Pole License application. Examples of municipal and proprietary concerns include, among others:

- (a) the resulting total load on the City Pole if the Equipment is installed;
- (b) the condition of the existing City Pole and foundation (including without limitation the structural integrity thereof to support the Equipment and/or suitability/feasibility thereof for shared or new conduits);
- (c) the impact of the installation on City's street light operations and maintenance, including whether the Equipment would compromise City street light circuit serving the City Pole;
- (d) whether the installation complies with applicable electrical codes;
- (e) whether the Equipment would create a hazardous or unsafe condition, including but not limited to shadows that negate the purpose of the street light;

- (f) any impacts the Equipment would have in the vicinity of the City Pole, including size, materials, and visual clutter;
- (g) aesthetic concerns;
- (h) municipal plans for the City Pole; and
- (i) other City goals and policies.

5.1.2 Department of Public Works Permits Required. In addition to the approval of the Pole License, the Licensee shall obtain permits as required, including temporary permits, for the construction or maintenance of improvements in the Public ROW related to the approved License Area. This potentially includes, but is not limited to, Engineering Permit, Miscellaneous PROW Utility Engineering Permit, and Temporary No Parking.

5.2 Pole License Application. In connection with each License Area that Licensee desires to use for the Permitted Use, Licensee shall submit a Pole License application to City.

5.2.1 Each application will consist of: (a) a description of the proposed License Area using the nearest address, nearest assessor parcel number, and mapped coordinates (by GIS or other method approved by City), describing in reasonable detail at the time of the initial Pole License application the type of City Pole included in the License Area, the proposed Equipment and method of installation, attachment and connection with utilities and the backhaul, and including a unique location identifier for the License Area for ease of future reference; (b) Licensee must submit proposed plans with each Pole License application; (c) the Review Fee as specified in **Section 4.4** (Review Fee); (d) other documentation required for submittal per the version of the City of Berkeley's Aesthetic Guidelines in use at the time of the application; and (e) any information needed for City to evaluate a request to use City circuits in accordance with **Exhibit D**.

5.2.2 As a part of Licensee's submission to the City's Department of Public Works for approval of each Pole License, Licensee shall deliver to City structural and/or other analyses concerning the condition of the existing City Pole and/or foundation or other appurtenances, which analyses and/or required modifications shall be stamped by a structural engineer registered in the State of California, stating that the existing City Pole and/or foundation or other appurtenances (as modified or replaced in accordance with any recommendations contained therein) can support and will not be damaged by the proposed Equipment and the proposed Equipment will meet the installation guidelines (each, an "**Integrity Analysis**"). Such Integrity Analysis shall be performed at the sole cost of Licensee. The results and recommendations of such Integrity Analyses, including without limitation any replacement or modification to the existing City Pole and/or foundation or other appurtenances (collectively, the "**Replacement Pole**"), if approved by the City's Department of Public Works, shall be incorporated by Licensee into its work for the proposed License Area, and shall meet the requirements of the Regulatory

Approvals, be capable of supporting the Equipment, and comply with all permits and other applicable Laws.

5.2.3 Upon City's request, Licensee shall also promptly submit a copy of this fully-executed Master License.

5.2.4 Each Pole License application shall address a single proposed License Area; however, Licensee may submit up to ten (10) Pole License applications together as a batched submission if each of such batched Pole License applications are for similar City Poles, wireless facilities, and technologies, and will be within reasonable proximity (collectively, a "**Uniform Batch Application**"). Licensee may submit a Uniform Batch Application every two (2) weeks from the date each Uniform Batch Application becomes in its entirety a Complete Application (as defined below).

5.2.5 Batch Application Contractor. The limit on the number of Uniform Batch Applications and the timeframe for submitting the same as described in this Section 5.2 above, may not apply if: (a) the City and Licensee mutually approve in writing to use a third-party contractor, which Uniform Batch Application Contractor has been mutually pre-approved in writing by the City and Licensee (as approved, the "Batch Application Contractor"); (b) either: (i) the City engages the Uniform Batch Application Contractor, in which case the City shall require the Batch Application Contractor to review and approve Licensee's Batch Applications to the City's reasonable satisfaction, or (ii) Licensee engages the Batch Application Contractor, in which case the Licensee shall require the Batch Application Contractor to review and recommend approval, which recommendation shall be reviewed by the City to its reasonable satisfaction; and (c) Licensee pays the review fee charged by the Batch Application Contractor and all costs incurred by the City (all such costs to be cost-based) for review and approval of such Uniform Batch Application.

5.2.6 Licensee Access to City Poles. City understands that Licensee may need to inspect City Poles in order to submit applications or amendments for City's review and approval. Accordingly, City will make reasonable efforts to provide access and information to Licensee promptly following Licensee's request. On site investigations will be the responsibility of the Licensee and may require obtaining permits required to work in the ROW by City codes. Licensee shall bear all costs associated with obtaining any permits and performing any investigation work.

5.3 License Application Review Process. City will review and process each Pole License application in the chronological order (date and time) in which applications satisfying the requirements in Sections 5.2.1 and 5.2.2 above are submitted or deemed submitted by City (each, a "**Complete Application**") and will approve or deny each Complete Application within the time periods prescribed by then-applicable Laws, if any. Except as stated in the preceding sentence or as otherwise specified in this Master License, City will not give priority to any application or licensee over another application or licensee.

5.3.1 Initial Screening/Optional Pre-Application Pole Reservation Request. Licensee may either deliver a Complete Application or a pre-Pole License application City Pole reservation request in the form attached hereto as **Exhibit E** (a “**Pre-Application Pole Reservation Request**”) to Manager of Engineering for determination of whether or not the proposed Permitted Use is compatible with the type of City Pole and whether the proposed City Pole is available (not already in use or reserved by another carrier). Licensee agrees that if it opts to submit a Pre-Application Pole Reservation Request, it does so voluntarily and knowing that it does not trigger any time periods or FCC shot clocks for action on a Pole License application, and Licensee expressly waives any and all such claims to the contrary. Manager of Engineering will endeavor to issue a written determination (either denial pursuant to Section 5.3.1 or LOA pursuant to Sec. 5.3.2) within ten (10) business days of Licensee’s submission of the Complete Application or Pre-Application Pole Reservation Request to City. In the event that Manager of Engineering determines that the proposed Permitted Use is not compatible with the type of City Pole or that the proposed City Pole is not available, Manager of Engineering shall notify Licensee in writing of such determination, which determination shall constitute a denial of Licensee’s Complete Application or Pre-Application Pole Reservation Request; provided, however, that Licensee may elect to promptly resolve the identified issues and resubmit its Complete Application or Pre-Application Pole Reservation Request to Manager of Engineering.

5.3.2 Pole Application Review. In the event that Manager of Engineering determines pursuant to Section 5.3.1 that the proposed Permitted Use is compatible with the type of City Pole and the proposed City Pole is available, Manager of Engineering shall provide Licensee with a signed letter of authorization (each, an “**LOA**”), which LOA shall serve solely to evidence the City’s indication, as owner of the City Pole that Licensee has reserved the City Pole and may use the City Pole only if (i) it timely submits a Complete Application within ninety (90) days of Licensee’s receipt the LOA (if Licensee submitted only a Pre-Application Pole Reservation Request), (ii) it applies for and obtains approvals of all other applicable City departments, and (iii) a Pole License is fully executed, but shall not otherwise establish any rights of Licensee with respect to the License Area. If Licensee submitted only a Pre-Application Pole Reservation Request, Licensee must submit its Complete Application within the time period in (i) above or it automatically loses its reservation of the City Pole. If Licensee submitted (or timely submits) a Complete Application, the LOA shall specify that the City Pole is reserved until such time that a final determination on the Complete Application has been made by City, and if approved, the Pole License has been fully executed by Licensee and City or the time for execution has expired .

5.4 Review Fee Delivery. If Licensee does not timely deliver the required Review Fee, City may suspend its review of Licensee’s corresponding applications then under review by City.

5.5 Pole License Approval. City will notify Licensee that City has approved Licensee’s use of a License Area for the Permitted Use by returning to Licensee one (1) signed copy of the Pole License, referring to the particular License Area(s) and affixing the Commencement Date, which shall be the first day of the calendar month following the

City's approval. A City decision to grant or deny a Pole License application is not a decision on a PROW permit application subject to appeal under BMC Section 16.10.150 but is an exercise of City's contractual authority hereunder. Notwithstanding the foregoing, City shall not sign and deliver a Pole License to Licensee unless and until all City Regulatory Approvals for the License Area covered by the Pole License have been issued by the City to Licensee.

5.6 Right to Disapprove. Licensee acknowledges that City has the absolute right to disapprove the use of any City Pole if the placement of Licensee's Equipment would interfere, or cause interference, with City's use of City Pole to provide street lighting or other use, create a hazardous or unsafe condition, fail to meet the installation guidelines or the requirements of this Master License. The City will issue a denial in writing, and the City will describe reasons for its denial.

5.7 Replacement Poles. If a Replacement Pole is approved in a Pole License, Licensee, at its sole cost and expense (including all costs of materials, equipment, and labor costs), shall replace, in kind, the City's streetlights or other City lighting on the Replacement Poles and any other City equipment or City facilities necessary to place the lights or facilities back in operation for all uses in place prior to the removal and replacement of the existing City Pole. The City shall own the Replacement Poles, shall retain ownership of any removed poles, and shall provide direction to Licensee for the delivery of any removed poles to a storage or transfer location of the City's choosing. Licensee shall provide such transfer or dedication documentation for Replacement Poles as the City reasonably requests. Any work under this Master License which involves replacing or removing City Poles shall be subject to such additional requirements as may be specified by the City's Department of Public Works.

5.8 Network Poles. Any pole upon which Equipment has been installed by Licensee under this Master License, whether an existing City Pole or Replacement Pole, is hereinafter referred to as a "**Network Pole.**"

6. INSTALLATION OF EQUIPMENT.

6.1 Approved Plans.

6.1.1 Strict Compliance Required. Licensee's plans and specifications and any Equipment installed, if authorized, shall comply with the minimum requirements provided in in the Aesthetic Guidelines and Exhibit D (Minimum Requirement of Plans and Equipment) to this Master License, attached hereto and incorporated herein. Licensee is authorized to install Equipment at the License Area covered by the Pole License only in strict compliance with the plans and specifications approved by the City and, if applicable, all Regulatory Approvals ("Approved Plans"), and any "like-kind" upgrades or replacements permitted by Section 7.1 of this Master License.

6.1.2 Required Changes/Minimum Plan Requirements. Licensee may apply to amend previously Approved Plans if required to obtain or comply with other Regulatory Approvals necessary for installation of Equipment, including construction or

installation-related temporary street occupancy permits, traffic control permits and building permits, as may be required by City codes and/or to address issues with respect to a particular License Area. Amendment of Approved Plans will require City's approval and payment of a Review Fee. Licensee acknowledges that as of the Effective Date of this Master License, City has not approved or promised to approve any plans or permits necessary for Licensee to install Equipment on a City Pole within any License Area. Licensee agrees that any plans or amendments approved by the City shall at a minimum, include the elements described in the Aesthetic Guidelines and Exhibit D attached hereto and incorporated herein. City will provide notice of its decision in accordance with Section 28.1 (Notices).

6.1.3 Corrections. City's approval of plans and of any amendments to Approved Plans and the issuance of related Regulatory Approvals will not release Licensee from the responsibility for and obligation to correct any errors or omissions that may be contained in the Approved Plans, any amendments and related Regulatory Approvals. Licensee shall notify the City's Department of Public Works immediately upon discovery of any omissions or errors, and Licensee shall obtain required approvals of any amendments to previously Approved Plans or amendments.

6.2 Installation. Licensee shall not commence installation of Equipment in a License Area until City has executed and delivered a Pole License and all PW Permits have been obtained. When installing Equipment, Licensee must strictly comply with Approved Plans and PW Permits as originally approved, or, if applicable, as amended or corrected.

6.3 Cost of Labor and Materials. Licensee is responsible for all direct and indirect costs (labor, materials and overhead) for designing, purchasing and installing Equipment in accordance with the Approved Plans, approved amendments and all applicable Laws. Licensee also shall bear all costs of obtaining all Regulatory Approvals required in connection with the installation, and Licensee shall satisfy any conditions or mitigation measures arising from Licensee's proposed installation. City is not responsible for any costs associated with labor, materials, Equipment and all professional services related to the Permitted Use.

6.4 No Alteration of City's Existing Equipment or Infrastructure. Licensee shall not damage or, except as otherwise provided in a Pole License, remove, or alter in any way any City property, including, without limitation, fiber, pull boxes, Tesco panel, electrical equipment, conductors, conduit, wiring and electrical vaults, without the express written permission of City and other City agencies that have jurisdiction over the property.

6.5 Standard of Work. Licensee must install and perform all work on and in connection with Equipment in strict compliance with Approved Plans (except for work conducted in furtherance of Section 7.1 or 13.3.3 below), PW Permits, and approved amendments thereto diligently and in a skillful and workmanlike manner. Licensee must use qualified and properly trained persons and appropriately licensed contractors for all work on any License Area. No later than ten (10) Business Days before commencing installation of any Equipment or any other work on or about any License Area, Licensee

shall provide City with: (a) a schedule of all activities; and (b) a list of the names, places of business, and license numbers of all contractors who will perform the work. After performing any work on a License Area, Licensee shall leave it and other property in a condition as good as it was before the work. Within twenty (20) Business Days of completing the installation of Equipment in a License Area, Licensee shall notify City of such completion.

6.6 Coordination of Work. Licensee shall be responsible for coordination of its installation work to avoid any interference with existing utilities, substructures, facilities, equipment and City street light operations. Licensee shall be City's point of contact for all Equipment installation and except in case of emergency, all communications concerning all engineering, construction and installation issues relating to the Equipment. If a person other than Licensee or City would have to rearrange or adjust any of its facilities in order to accommodate new Equipment, Licensee shall be responsible to coordinate such activity. If Licensee is requested by another person, in comparable circumstances, to relocate or adjust any Equipment to accommodate that person's facilities, subject to City's written approval of such relocation (which may be granted only after obtaining Licensee's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed), Licensee shall reasonably cooperate with such request.

6.7 Installation; Parking-Regulations. When installing Equipment, Licensee must abide by all City construction regulations, including construction hours, waste management, noise abatement and traffic management ordinances and regulations. Licensee must pay all parking meter fees and citation fines incurred by Licensee and its contractors for vehicle parking. City will not pay or void any citations or reimburse Licensee for traffic citations or fines, including obtaining permits for use of the ROW.

7. NO ALTERATIONS/UNAUTHORIZED EQUIPMENT.

7.1 After installation in accordance with Approved Plans, Licensee shall not make or permit any alterations to a License Area or anything that is part of, installed on or in the License Area without City's prior written consent. Notwithstanding the foregoing, City's approval for modifications or any alterations to the applicable Pole License shall not be required in connection with routine maintenance or modifications that consist of upgrades or replacement of "like-kind" Equipment which is substantially similar (or smaller in size) in appearance, dimensions, weight, and radio frequency ("RF") emissions to the then-existing and approved Equipment.

7.2 If City discovers any Equipment has been installed on any City Poles without authorization pursuant to a Pole License, City may send an invoice to Licensee for a sum equal to five (5) times the then-current License Fee as compensation for the unauthorized attachments (the "**Unauthorized Attachment Fee**"), and, within sixty (60) days from the date of Licensee's receipt of such invoice, Licensee shall (i) pay the invoiced amount to City and submit a Complete Application for the unauthorized equipment, or (ii) produce documentation showing City's prior approval of the Equipment identified in the invoice. If, in accordance with this Section, Licensee fails to pay the

Unauthorized Attachment Fee and submit the Complete Application, or produce documentation showing City's prior approval within sixty (60) days of Licensee's receipt of City's invoice, City may remove the unauthorized equipment at Licensee's expense. If City removes such unauthorized Equipment in accordance with this Section, Licensee shall have thirty (30) days thereafter to claim and retake possession of such Equipment otherwise such Equipment shall become the property of City, who shall have sole rights over such Equipment's disposition. City's removal of unauthorized equipment shall not release Licensee from its obligation to pay those invoiced fees accruing pursuant to this Section.

8. CITY WORK ON NETWORK POLES.

8.1 Repairs, Maintenance, and Alterations. City will be responsible for maintenance and repair of Network Poles to the same standards as other City Poles as needed for its street light operations. Neither City work on Network Poles nor the condition of Network Poles will (a) entitle Licensee to any damages except to the extent caused by the gross negligence or willful misconduct of City and/or any Indemnified Parties and not covered by insurance and subject to the limitations on liability in Section 20, (b) relieve Licensee of the obligation to pay all or any portion of any License Fees, Processing Fee, Review Fees or other required costs and fees, (c) relieve Licensee of the obligation to perform each of its other covenants or obligations under this Master License, or constitute or be construed as a constructive termination of this Master License and any Pole License.

8.2 City Use of Network Poles. Licensee understands and agrees that the City intends to continue to use the Network Poles for City streetlights and other City purposes and may do so without limitation subject to the terms and conditions of this Master License. Further, City may install other non-lighting related City facilities on, or otherwise make use of, the Network Poles as it deems desirable, including without limitation granting new or additional access and/or use rights to the Network Poles by third parties; provided that such other non-lighting related City uses of the Network Poles or new or additional access and/or use rights to the Network Poles by third parties does not interfere with Licensee's Permitted Use of the License Areas as permitted hereunder. Licensee shall reasonably cooperate with the City and all other third parties using the Network Poles subject to Licensee's rights under this Master License and the applicable Pole License. Any interference caused by other non-lighting related City uses shall be governed as provided in **Section 27.1** below.

8.3 Notice to Licensee. City reserves the right at any time to make alterations, additions, repairs, removals and improvements to all or any part of a Network Pole for any operational purpose, including maintenance and improvement of City services to City Poles and City compliance with mandatory regulations or voluntary controls or guidelines, subject to: (i) making reasonable efforts to give Licensee prior notice of any City work in accordance with **Section 8.3** (Licensee's On-Call Representative); (ii) allowing a representative of Licensee to observe City's work; and (iii) taking reasonable steps not to disrupt Licensee's normal use of Equipment on or in a License Area. Licensee's use of

a License Area may not impede or delay in any way City's authority and ability to make changes necessary to maintain City Poles.

8.4 Licensee's On-Call Representative(s). Licensee shall at all times maintain a working emergency phone number(s) for the City to use to contact Licensee's on-call representative(s) (the current number is listed in the Basic License Information), regarding the operation of Licensee's Equipment. Licensee's on-call representative(s) assigned to take emergency calls shall be qualified and experienced in the operation of Equipment, and shall be authorized to act on behalf of Licensee in any emergency and in day-to-day operations of the Equipment or shall have the ability to notify and promptly dispatch or put City in contact with a Licensee operations representative(s) with the necessary qualifications and experience. Before City performs non-emergency maintenance, repair or other activities on a License Area in the regular course of its business that may impair the operation of Licensee's Equipment on or in the License Area, City will attempt to provide at least 48 hours telephonic, or emailed, notice to Licensee's on-call representative. City will not be required to delay non-emergency repair or maintenance activities more than 48 hours after attempting to contact Licensee's on-call representative. Failure by City to provide notice, as described above, will not be deemed a default under this Master License.

8.5 Emergencies/Network Poles. The parties agree to notify each other of any emergency situation related to any Network Pole at the emergency phone numbers listed in the Basic License Information at the earliest opportunity. In an emergency, however, City's work and needs will take precedence over the operations of any of Licensee's Equipment in a License Area, and City may access any portion of a License Area that it determines is necessary in its sole discretion in accordance with **Section 21.2** (Emergency Access), whether or not City has notified Licensee of the emergency. Licensee acknowledges that City personnel will be entitled to exercise their judgment in an emergency caused by any person or entity, and in the exercise of judgment may determine that the operation of Licensee's Equipment must be interrupted, or that the circumstances require the removal of any part of Licensee's Equipment. Licensee agrees that, except to the extent caused by the gross negligence or willful misconduct of City, City will bear no liability to Licensee for City's interruption of Licensee's Equipment operations, removal of Equipment or other actions with respect to Licensee's Equipment in an emergency, and that Licensee shall be solely responsible for the costs required to resume operations following the emergency.

9. LICENSEE'S OBLIGATION FOR MAINTENANCE AND REPAIR COSTS.

9.1 Damage to City Poles. If the acts, omissions or negligence of Licensee or its employees, Agents or Invitees when installing, removing, repairing or accessing Equipment damages any City Poles, Licensee shall repair such damage to the reasonable satisfaction of City, which may require replacement in City's reasonable determination. If Licensee does not perform the repairs or replacement within the time specified in Section 17.1 (Default) below, City may elect to repair the damage, or make the replacement, at Licensee's expense and demand payment for City's cost of repair or replacement. Licensee shall reimburse City for its costs of repair or replacement within

thirty (30) days after receipt of City's demand for payment, delivered with copies of invoices or other evidence of its costs.

9.2 No Right to Alter or Repair City Property. Except as provided in this Master License, Licensee is not authorized to alter or make any repairs to City property. In all cases, Licensee waives any right it may have to make repairs at City's expense under any applicable Law.

9.3 Notice of Damage to City Poles. Licensee agrees to make reasonable efforts to give City written notice promptly after Licensee's discovery of damage to City Poles from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions, except to the extent caused by the acts, omissions or negligence of Licensee or its employees, Agents or Invitees. A Licensee failure to give notice of damage caused by others shall not be grounds for City termination of this Master License or any Pole License.

9.4 Maintenance and Repair of Licensee's Equipment. After Licensee's Equipment is installed, this Master License does not grant Licensee any right of access to any License Area except as provided herein. Licensee's right to modify and maintain its Equipment is subject to Article 8 above. If Licensee becomes aware of any damage solely to Equipment installed in a License Area requiring repair, Licensee may make the repairs at Licensee's expense. If City becomes aware that an emergency repair or removal of Equipment is necessary to protect life or property, City may, without liability to Licensee, repair or remove Equipment or if possible will provide notice to Licensee and coordinate with Licensee to allow Licensee to make such repairs or removal. If City does the work, Licensee shall reimburse City for its costs of repair or removal within thirty (30) days after receipt of City's demand for payment, delivered with copies of invoices or other evidence of its costs.

10. LIENS. Licensee shall keep each License Area free from any liens or stop notices arising out of any work performed, material furnished or obligations incurred by or for Licensee. Licensee shall inform each and every contractor and material supplier that provides any work, service, equipment or material to Licensee in any way connected with Licensee's use of a License Area that the License Area is public property and is not subject to mechanics' liens or stop notices for Equipment. If Licensee does not cause the release of lien of a mechanics' lien or stop notice by any contractor, service provider or equipment or material supplier purporting to attach to a License Area or other property within thirty (30) days after Licensee's receipt of written notice of the lien or stop notice, City will have the right, but not the obligation, to bond the lien or stop notice. Licensee must reimburse City for all expenses it incurs in connection with any such lien or stop notice (including reasonable attorneys' fees) within thirty (30) days following receipt of City's demand, together with evidence of City's expenses.

11. UTILITIES; TAXES' AND ASSESSMENTS.

11.1 Utilities. Licensee shall be solely responsible for all costs, expenses and payments of electricity charges by the applicable utility company arising solely out of

Licensee's Equipment and shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company, together with applicable tariffs, including, if applicable, power used by Licensee due to shared use of City's conduit. While City is not obligated to make its utility infrastructure available to Licensee, nonetheless, to the extent feasible City shall make a good faith effort to make its utility infrastructure available in connection with each City Pole identified by Licensee in a Pole License application, and Licensee and City shall work cooperatively to allow Licensee to use City's utility infrastructure wherever possible. If City determines that its utility infrastructure is not available to Licensee at a City Pole location identified by Licensee in a Pole License application, City will assist Licensee in identifying a different City Pole located in close proximity to the City Pole identified in Licensee's Pole License application where City would be amenable to granting Licensee the right to use the City's utility infrastructure associated with such different City Pole.

11.2 Taxes and Assessments.

11.2.1 Possessory Interest Taxes. City hereby provides notice pursuant to California Revenue and Taxation Code section 107.6, and Licensee recognizes and understands that this Master License and/or Pole Licenses may create a possessory interest subject to property taxation, and Licensee may be required to pay possessory interest taxes, as described in California Revenue and Taxation Code section 107.6. Licensee further recognizes and understands that any sublicense or assignment permitted under this Master License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created under this Master License.

11.2.2 Licensee's Obligation if Assessed. Licensee agrees to pay taxes of any kind, including possessory interest taxes that may be assessed by law on the leasehold interest hereby created, as well as excises, licenses, permit charges and assessments based on Licensee's usage of each License Area that may be imposed upon Licensee by Laws, if any, when the same become due and payable and before delinquency. Licensee agrees not to allow or suffer a lien for any taxes to be imposed upon any License Area without promptly discharging the same, provided that Licensee, if so desiring, will have a reasonable opportunity to contest the validity or amount of the same using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction and to the extent allowed by Laws. City will provide Licensee with copies of all tax and assessment notices on or including any License Area promptly, along with sufficient written documentation detailing any assessment increases attributable to Licensee's Equipment, but in no event later than thirty (30) days after receipt by City.

11.2.3 Taxes on Equipment. Licensee shall be responsible for any taxes and assessments attributable to and levied upon Licensee's Equipment. Licensee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Equipment without promptly discharging the same, provided that Licensee, if so desiring, will have a reasonable opportunity to contest the validity or amount of the same using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction and to the extent allowed by Laws.

12. COMPLIANCE WITH LAWS.

12.1 Licensee shall install and use the Equipment in strict compliance with Laws and conditions to Regulatory Approvals relating to the use or occupancy of each License Area, including, without limitation, all Laws relating to health and safety and radio signal transmission. Any installation work performed by or on behalf of Licensee or any person or entity claiming through or under Licensee is subject to applicable Laws.

12.2 Personnel Safety Training.

12.2.1 CPUC Certification. Licensee shall ensure that all persons installing its Equipment on Licensee's or Licensee's Agent's behalf, are appropriately trained and licensed by the California State Contractors Licensing Board and as required by applicable regulations and rules of the California Public Utilities Commission (the "CPUC"). Licensee shall ensure that these persons are trained in and will observe all applicable safety requirements established by City, the CPUC, and the California Division of Occupational Safety & Health, Department of Industrial Relations, including, without limitation, site orientation, tag-out lock-out de-energization rules, ladder and lift restrictions and track and street right-of-way safety requirements.

12.2.2 Licensee's Indemnity. During any period when Licensee or any Agent of Licensee is installing, repairing, replacing or accessing its Equipment, Licensee acknowledges and agrees that City has delegated control of the License Area to Licensee, and Licensee shall be solely responsible for any resulting injury or damage to property or persons. City is not, and shall not be deemed to be, a co-employer of any employee of Licensee or any employee of Licensee's Agents, and City will not be liable for any Claim of any employee of Licensee, any employee of Licensee's Agents or any third party arising from any period when Licensee or any Agent of Licensee or any third party is accessing or using the License Area. Licensee agrees to Indemnify City fully (as provided in **Article 18** (Licensee's Indemnity)) against any Claim brought by any employee of Licensee, any employee of Licensee's Agents or any third party arising from or related to Licensee's access to and use of any License Area and other activities of Licensee or its Agents or Invitees in or around in any License Area, except to the extent attributable to the gross negligence or willful misconduct of City or any Indemnified Party.

12.3 Regulatory Approvals. Licensee represents and warrants that prior to and as a condition to conducting its activities on a License Area, Licensee will acquire and comply with all Regulatory Approvals required for Licensee's use of the License Area. Licensee shall maintain and comply with all Regulatory Approvals for Licensee's Permitted Use at each License Area throughout the term of the applicable Pole License and for as long as any Equipment is installed on any portion of a License Area.

12.4 Compliance with City's Risk Management Requirements. Licensee shall not do anything or permit anything to be done by anyone under Licensee's control, in, on, or about a License Area that would create any unusual fire risk, and shall take commercially reasonable steps to protect City from any potential liability by reason of Licensee's use of

a License Area. Licensee, at Licensee's expense, shall comply with all reasonable rules, orders, regulations, and requirements of City's risk manager or other insurance advisor.

12.5 Compliance with Other City Laws. Licensee has reviewed, understands, and is ready, willing and able to comply with all City Laws, as such are amended or revised from time-to-time.

13. TERMINATION, REMOVAL, RELOCATION, AND ABANDONMENT.

13.1 Licensee's Termination Rights. Licensee may terminate this Master License (and all Pole Licenses, if any) on one hundred eighty (180) days' written notice to City. Licensee may remove any Pole License location from this Master License by terminating the applicable Pole License without terminating this Master License (i) at any time on ninety (90) days' written notice to City; and (ii) upon written notice to the City in the event that RF or physical interference is caused by the City or any Indemnified Party to Licensee's operation of its Equipment which interference Licensee determines in good faith is not resolvable within ten (10) days from the commencement of such interference.

13.2 City's Termination Rights.

13.2.1 City's Absolute Right to Terminate. City has the absolute right in its sole and reasonable discretion to terminate a Pole License if the City Administrator (or his or her designee) determines that Licensee's continued use of a License Area adversely affects or poses a threat to public health and safety, constitutes a public nuisance under the Berkeley Municipal Code, interferes with City's operations, or requires City to maintain a City Pole that is no longer required for City purposes.

13.2.2 Cure. If the condition giving rise to City's right to terminate a Pole License in Section 13.2.1 above is susceptible to cure, City will provide written notice to Licensee of City's determination, the underlying reasons for the determination, and provide a forty-five (45)-day cure period following which the affected Pole License will be terminated if Licensee has not caused a cure, which shall be in City's sole but reasonable discretion. If the condition is not susceptible to cure in City's sole but reasonable judgment, City will have the right to terminate the affected Pole License(s) on thirty (30) days' written notice to Licensee of City's determination.

13.2.3 Licensee's Rights after Termination. Promptly after the effective date of any termination of a Pole License under Section 13.2 (City's Termination Rights), if Licensee wishes to replace the License Area, City will give priority to Licensee's license application for a substitute Pole License, but the grant of priority will not affect Licensee's obligations under this Master License, including the requirement to obtain all Regulatory Approvals for the substitute Pole License.

13.3 Removal of Licensee's Equipment.

13.3.1 Removal Due to Public Project.

(a) Subject to other provisions of this Master License, in the event City desires to redevelop, modify, remodel, demolish, or in any way alter the PROW and any improvements thereon, the City shall make good faith efforts to accommodate Licensee's continuing use of the Network Poles, to the extent reasonably feasible given the scope of the project and provided that such accommodation can be made at no cost to the City.

(b) Within thirty (30) days of receipt of a written demand from the City, or such longer time as specified in the written demand, pursuant to this **Article 13**, Licensee, at its sole cost and expense, shall remove and relocate any part of the Equipment, constructed, installed, used and/or maintained by Licensee under this Master License, whenever the City reasonably determines that the removal and/or relocation of any part of the Equipment is needed due to any work proposed to be done by or on behalf of the City or any other governmental agency, including but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities such as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks.

(c) The City shall provide Licensee with prior written notice of such removal or relocation as soon as reasonably feasible and shall reasonably cooperate with Licensee in relocating any portion of the Equipment removed pursuant to this **Section 13.3** in a manner that allows Licensee to continue providing Service to its customers and the applicable Pole License shall be accordingly amended; provided, however, that such cooperation shall be at no cost to the City.

(d) In the event any such portion of the Equipment is not so relocated, the applicable Pole License shall terminate.

(e) Notwithstanding Sections 13.3.1(a)-(d) above, Licensee shall have the right to immediately terminate the applicable Pole License(s) upon written notice to City in lieu of relocating or removing its Equipment pursuant to a City written demand in accordance with this Section 13.3.1, in which event, Licensee shall remove its Equipment in accordance with the terms and conditions of Section 13.3.3 below.

13.3.2 Temporary Removal Due to Exigent Circumstances. City in its sole but reasonable discretion may determine that exigent circumstances require, for reasons of an imminent threat to public, health, safety, or needs of City operations for the protection of persons or property from an imminent threat of harm, that Licensee must temporarily remove Licensee's Equipment from a particular License Area on 48-hours' notice. Notice shall be provided by contacting Licensee's Network Operations Center at the phone number provided in Section 1.3.2 above. Licensee may reinstall the removed

Equipment, only once City determines it is safe to do so. If City determines the removal must be permanent, the Pole License will terminate as to the identified License Area upon expiration of the 48-hour period.

13.3.3 Removal Due to Termination or Expiration. Upon the expiration of the Term of this Master License, or earlier termination of this Master License or any individual Pole License pursuant to the provisions of this Master License, Licensee shall, at its sole cost and expense, remove its Equipment in the manner provided in Section 6.5 above and in accordance with Section 25.1 below. If such removal disturbs the adjacent property to the License Area(s), Licensee shall, at its sole cost and expense, restore the adjacent property to its condition existing immediately prior to Licensee's commencement of such removal activity, reasonable wear and tear excepted, including landscaping and related irrigation equipment, or other aesthetic improvements made by Licensee to the License Area or adjacent property. As part of Licensee's removal work, Licensee shall restore each License Area(s) to the condition existing immediately prior to Licensee's initial installation of its Equipment at the License Area(s), reasonable wear and tear and damage from causes beyond the reasonable control of Licensee excepted. If Licensee becomes obligated to remove its Equipment from ten (10) or fewer License Areas on the same date, Licensee shall have sixty (60) days to complete the removal and restoration, if applicable, work. If Licensee becomes obligated to remove its Equipment from more than ten (10) License Areas on the same date, Licensee shall have one hundred twenty (120) days to complete the removal and restoration, if applicable, work.

13.3.4 Abandonment. In the event Licensee ceases to operate the Equipment for a period of ninety (90) consecutive days or more, except for any period of cessation due to Force Majeure, Licensee shall be deemed to have abandoned the same and following Licensee's receipt of written notice from City shall, at its sole cost and expense, remove its Equipment from the License Area in accordance with Section 13.3.3 above.

14. DAMAGE.

14.1 City Election. City has no obligation to replace or repair any part of any Equipment following damage by any cause; provided, however, in the event that City or any Indemnified Party causes damage to Licensee's Equipment, then City shall reimburse Licensee for the actual cost incurred by Licensee to repair or replace the damaged Equipment within thirty (30) days of City's receipt of an invoice from Licensee accompanied with reasonable substantiation of the costs incurred. Following damage to any Network Pole in a non-emergency situation, City may elect any of the following actions, in City's sole and absolute discretion. Procedures in emergency situations are set forth in **Section 21**.

14.1.1 Election to Repair or Replace Damaged Network Poles. Within thirty (30) days after the date on which City discovers damage to any Network Pole, City will give Licensee written notice of City's decision whether to repair or replace the damaged Network Pole and its good faith estimate of the amount of time City will need to complete the work. If City cannot complete the work within thirty (30) days after the date that City

specifies in its written notice, or if City elects not to do the work, then Licensee will have the right to complete the work at Licensee's cost. If Licensee's Equipment must be temporarily removed to complete the work, City will give Licensee ten (10) days' prior written notice to remove the Equipment.

14.1.2 Election to Remove Damaged Network Pole. If City decides to remove, rather than repair or replace any damaged Network Pole, the applicable Pole License will terminate automatically as of the last day of the month the Network Pole is removed. City will give Licensee at least ten (10) days' prior written notice to remove Licensee's Equipment from the damaged Network Pole.

14.1.3 Licensee's Rights after Termination. After termination of any Pole License as to any License Area under this Section, City will give priority to Licensee's application for a replacement Pole License.

15. EMINENT DOMAIN.

15.1 Eminent Domain. If all or any part of a License Area is permanently taken in the exercise of the power of eminent domain or any transfer in lieu thereof, the following will apply:

15.1.1 Termination. As of the date of taking, this Master License will terminate as to the part so taken, and the License Fee will be ratably reduced to account for the portion of the License Area taken.

15.1.2 Award. City will be entitled to any award paid or made in connection with the taking. Licensee will have no claim against City for the value of any unexpired Term of this Master License or otherwise, except that Licensee may claim any portion of the award that is specifically allocable to Licensee's relocation expenses or loss or damage to Licensee's Equipment, so long as such does not reduce City's award.

15.2 Temporary Takings. A taking that affects any portion of a License Area for less than ninety (90) days will have no effect on this Master License. In the event of any such temporary taking, Licensee will receive the portion of any award, if any, that represents compensation for the use or occupancy of the License Area during the Term up to sum of the License Fees payable by Licensee for the period of the taking, and City will receive the balance of the award, so long as Licensee's award does not reduce the amount to which City is entitled.

16. ASSIGNMENT.

16.1 Restriction on Assignment. Except as specifically provided in **Section 16.6** (Permitted Assignment), Licensee shall not directly or indirectly make an Assignment any part of its interest in or rights with respect to any License Area without City's prior written consent.

16.2 Notice of Proposed Assignment. If Licensee desires to enter into an Assignment of this Master License, Licensee shall give notice (a "**Notice of Proposed**

Assignment”) to City, stating in detail the terms and conditions for such proposed Assignment and complete non-confidential and non-proprietary information, including financial statements, business history, and references and other information about the proposed assignee (the **“Assignee”**) reasonably necessary for City to make a fully informed decision about Licensee’s request, which notice shall include payment of a deposit in the amount of **Two Thousand Dollars (\$2000.00)** the Assignment Review Deposit. If Licensee does not deliver all information that City reasonably requires simultaneously with the Notice of Proposed Assignment, plus the Assignment Review Deposit, the date of Licensee’s delivery of notice will be deemed to have occurred only when it has delivered any additional reasonable non-confidential and non-proprietary information City requests, plus the Assignment Review Deposit. The Assignment Review Deposit shall be applied and subject to replenishment or reimbursement in the same manner as the Review Deposit in Section 4.4 above.

16.3 City’s Response.

16.3.1 Timing. City will grant or deny any request for consent to an Assignment within thirty (30) days after City’s receipt or deemed receipt, if delayed under **Section 16.2** (Notice of Proposed Assignment), of the Notice of Proposed Assignment (the **“Assignment Response Period”**). If City consents to the proposed Assignment, then Licensee shall advise City in writing when it has completed the Assignment.

16.3.2 Effect of Default. Licensee acknowledges that it would be reasonable for City to refuse to consent to an Assignment during any period during which any monetary or other material event of Default (as defined below) by Licensee is outstanding (or any event has occurred that with notice or the passage of time or both would constitute a default) under this Master License.

16.4 Effect of Assignment. No Assignment by Licensee, consent to Assignment by City or Permitted Assignment under **Section 16.6** (Permitted Assignment), will relieve Licensee of any obligation on its part under this Master License unless and until the Assignee certifies that it possesses a net worth of at least \$10,000,000 and delivers to City an instrument that contains a covenant of assumption of all of the terms, conditions and obligations under this Master License by such Assignee reasonably satisfactory in substance and form to City as required by Section 16.5 below. Any Assignment that is not in compliance with this **Article 16** will be void and shall be grounds for City to declare Licensee to be in material default under this Master License subject to the notice and cure provisions of Section 17.1 (Defined) below. City’s acceptance of any License Fee or other payments from a proposed Assignee will not be deemed to be City’s consent to such Assignment, recognition of any Assignee or waiver of any failure of Licensee or other transferor to comply with this Section 16.

16.5 Assumption by Assignee. Each Assignee, including those approved as a Permitted Assignment under **Section 16.6**, shall assume all obligations of Licensee under this Master License and will be and remain liable jointly and severally with Licensee for obligations performed by Licensee except as expressly provided in this Section 16.5 below. No Assignment will be binding on City, and Licensee will not be released from all

obligations and liabilities under this Master License as of the effective date of any Assignment (including a Permitted Assignment), unless and until Licensee or the Assignee delivers to City (i) evidence reasonably satisfactory to City that the Assignee has obtained all Regulatory Approvals required to operate as a wireless telecommunications service provider on the assigned License Area(s), (ii) a copy of the Assignment agreement or alternatively, a certification in writing that Assignee has a net worth of at least \$10,000,000 (or other document reasonably satisfactory to City in the event of a Permitted Assignment under **Section 16.6** (Permitted Assignment)), and (iii) an instrument that contains a covenant of assumption of all of the terms, conditions, and obligations of Licensee under this Master License as of the effective date of the Assignment by such Assignee reasonably satisfactory in substance and form to City, consistent with the requirements of this Article. Notwithstanding the foregoing, the failure or refusal of an Assignee to execute such instrument of assumption will not release such Assignee from its liability as set forth in this Section. Except for a Permitted Assignment, as provided in **Section 16.6** (Permitted Assignment), Licensee shall reimburse City on demand for any reasonable costs that City incurs in connection with any proposed Assignment, including the costs of investigating the acceptability of the proposed Assignee and legal costs incurred in connection with considering any requested consent.

16.6 Permitted Assignment.

16.6.1 Defined. City agrees that Licensee will be permitted to enter into an Assignment of this Master License (a “**Permitted Assignment**”), without City’s prior consent, but with notice to City as provided below, to: (i) an Affiliate; (ii) a Subsidiary; (iii) an entity, provided that it has net worth of at least Ten Million Dollars (\$10,000,000), that acquires all or substantially all of Licensee’s assets in the market in which the License Areas are located (as the market is defined by the FCC under an order or directive of the FCC); (iv) an entity, provided that it has net worth of at least Ten Million Dollars (\$10,000,000), that acquires Licensee by a change of stock ownership or partnership interest; or (v) an entity, provided that it has net worth of at least Ten Million Dollars (\$10,000,000), Controlled by Licensee or that, with Licensee, is under the Common Control of a third party.

16.6.2 Conditions. A Permitted Assignment is subject to the following conditions:

16.6.2.1 Assignee uses all License Areas only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install and operate Equipment in each License Area.

16.6.2.2 Licensee provides City with written notice thirty (30) days after the effective date of the Permitted Assignment, stating the contact information for the proposed Assignee and providing financial information establishing that the proposed Assignee meets the capital and fiscal qualifications stated in this Section.

16.6.2.3 Licensee is not then in Default (as defined below) under this Master License.

16.7 Sublicensing/Collocation.

(a) The parties agree and acknowledge that certain Equipment installed by Licensee on Network Poles pursuant to this Master License may either: (i) be owned and/or operated by Licensee's third-party wireless carrier customers and installed and maintained by Licensee pursuant to license agreements between Licensee and such wireless carrier customers, or (ii) used by Licensee to service such wireless carrier customers (in each case, a "**Collocation**"). Such Collocation shall not constitute an Assignment.

(b) Equipment subject to a Collocation arrangement shall be treated as Licensee's Equipment for all purposes under this Master License; provided that: (i) Licensee remains responsible and liable for all obligations under the Master License with respect to such Equipment; (ii) City's sole point of contact regarding such Equipment shall be Licensee; (iii) Licensee shall have the right to remove and relocate the Equipment as otherwise provided in the Master License; (iv) and Licensee shall not grant such wireless carrier customers with rights to access such Equipment.

(c) Notwithstanding the foregoing, in no event shall more than one (1) such third-party wireless carrier customer's Equipment be installed, as described in this Master License, at any given License Area without Licensee obtaining the advance written approval of City (to be granted or denied in City's sole discretion) and which may include, depending on the proposed deployment, paying to City an additional License Fee for each additional wireless carrier customer for which Equipment will be Collocated at a License Area (each additional wireless carrier whose Equipment are installed at a License Area, an "**Additional Collocation**").

17. DEFAULT.

17.1 Defined. A "**Default**" shall be deemed to have occurred under this Master License or any Pole License if a party fails to comply with any of the conditions and obligations imposed hereunder or in a Pole License and the failure continues for more than thirty (30) days after receipt by the defaulting party of written notice specifying such Default, provided that if the non-compliance is of a nature that it cannot be cured within thirty (30) days, a Default shall not have occurred so long as the defaulting party has commenced to cure within thirty (30) days and thereafter diligently pursues such cure to completion. Notwithstanding the foregoing, a "**Default**" shall also be deemed to have occurred under this Master License or any Pole License if City fails to provide Licensee access to the License Area in accordance with this Master License within ten (10) business days of City's receipt of written notice of such failure from Licensee.

17.2 Remedies. Upon the Default of one party, then following expiration of the notice and cure opportunity described in **Section 17.1**, the non-defaulting party may by written notice to the other party, terminate (i) the Pole License(s) to which such Default pertains, or (ii) this Master License if such Default pertains to all, or substantially all, the Pole Licenses then-existing under this Master License pursue all remedies

provided for in this Master License and/or any remedies it may have under Law or equity relating to such Default.

17.3 City Right to Cure Licensee Non-Performance. In addition to other remedies available to City, if Licensee fails to perform any obligation under this Master License which is in the nature of repair, maintenance, correction of work or removal and/or replacement, and Licensee fails to commence and thereafter diligently pursue to completion such obligation following reasonable written notice to Licensee, then if City reasonably determines that the particular Default by Licensee creates an imminent threat to the safety of persons or property, City shall have the option to complete such obligation upon prior written notice to Licensee, and Licensee shall within thirty (30) days of receipt of a demand for payment, delivered with copies of invoices or other reasonable evidence of its costs, reimburse City for actual costs incurred in connection therewith.

18. LICENSEE'S INDEMNITY.

18.1 Indemnity. To the maximum extent permitted by Law, Licensee shall indemnify, defend and hold harmless the Indemnified Parties, from and against liability, claims of any nature (including claims regarding ADA accommodation or related to RF emissions of Licensee's Equipment), demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense (each, a "**Claim**"), arising out of or resulting from City's approval of any Pole License, activities undertaken by or on behalf of Licensee pursuant to this Master License and each Pole License, including, without limitation, shared use of the City's conduit as permitted hereunder, as well as the negligence or intentional misconduct of Licensee, except to the extent arising from or caused by the gross negligence or willful misconduct of any Indemnified Party. City shall promptly notify Licensee of any Claim covered by this Section 18.1.

18.2 Waiver of Claims. To the maximum extent permitted by Law, Licensee waives all Claims and rights it may assert against all Indemnified Parties on account of any loss, damage or injury to any property or person arising out of or resulting from activities undertaken by or on behalf of Licensee pursuant to this Master License, except to the extent arising from or caused by the gross negligence or willful misconduct of any Indemnified Party.

19. INSURANCE REQUIREMENTS. Licensee shall, at its sole cost and expense, carry and maintain during the Term of this Master License insurance in accordance with the requirements of Exhibit C, which is attached hereto and incorporated herein. Evidence of insurance shall be submitted to City concurrently with execution of this Master License and each Pole License.

20. LIMITATION OF CITY'S LIABILITY.

20.1 General Limitation on City's Liability. City is not responsible or liable to Licensee for, and Licensee hereby waives all Claims against the Indemnified Parties and

releases City and the Indemnified Parties from, all Claims from any cause (except to the extent caused by the gross negligence or willful misconduct of City and/or any Indemnified Parties), including acts or omissions of persons using the sidewalk, walkway or street adjoining or adjacent to or connected with any License Area; electromagnetic sensitivity or other perceived harm caused by the Equipment; utility interruption; theft; burst, stopped, or leaking water, gas, sewer, or steam pipes; or gas, fire, oil, or electricity in, flood, or vehicle collision on or about any License Area or other City property.

20.2 Consequential Damages. Licensee expressly acknowledges and agrees that the License Fees and other sums payable under this Master License do not take into account any potential liability of City for consequential or incidental damages. City would not be willing to enter into this Master License in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of City or its Indemnified Parties, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any Indemnification obligations or other waivers contained in this Master License and as a material part of the consideration for this Master License, Licensee and City each fully releases, waives, and discharges forever any and all Claims against the other party, the other party's Agents and all Indemnified Parties for consequential and incidental damages arising out of this Master License and covenants not to sue the other party, the other party's Agents and/or any Indemnified Parties for such damages.

20.3 No Relocation Assistance. This Master License creates no right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (Cal. Gov. Code § 7260 et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. § 4601 et seq.), or similar Law upon any termination of occupancy, except as provided in **Article 15** (Eminent Domain). To the extent that any relocation law may apply, Licensee waives, releases, and relinquishes forever any and all Claims that it may have against City for any compensation from City except as specifically provided in this Master License upon termination of its occupancy of all or any part of a License Area.

20.4 Non-Liability of City Officials, Employees, and Agents. No elected or appointed council member, commissioner, member, officer, attorney, employee or other Agent of City, will be personally liable to Licensee, its successors and assigns, in the event of any default or breach by City or any Indemnified Parties for any amount which may become due to Licensee, its successors and assigns or for any obligation of City under this Master License.

21. CITY ACCESS TO LICENSE AREA.

21.1 City's Right to Visual Inspection. Except as specifically provided otherwise, City and its designated Agents have the right to visually inspect any part of any License Area at any time without notice for any purpose.

21.2 Emergency Access. If safe and practicable, City will notify Licensee of any emergency that requires City to remove and replace any Network Pole, which may require

City to remove the Equipment from such Network Pole or in a License Area before City removes or replaces a Network Pole in an emergency situation or other exigent circumstances. An “emergency or exigent circumstance” means a circumstance posing an imminent threat of personal injury or property damage. But if in City’s sole judgment such delay would cause significant delay or otherwise compromise public safety or services, City may proceed without prior notice. Licensee will have the right to reinstall the Equipment or equivalent Equipment at Licensee’s expense in the repaired or replaced Network Pole in accordance with **Article 6** (Installation of Equipment). As provided in **Section 8.5** (Emergencies), City’s removal of Licensee’s Equipment in emergency or exigent circumstances may not be deemed to be a forcible or unlawful entry into or interference with Licensee’s rights to a License Area.

21.3 No Liability for Emergency Access. City will not be liable in any manner, and Licensee hereby waives any Claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of City’s entry onto a License Area, including the removal of Licensee’s Equipment from any Network Pole or in a License Area in an emergency as described in **Section 21.2** (Emergency Access), except damage resulting directly and solely from the gross negligence or willful misconduct of City or its Agents and not contributed to by the acts, omissions, or negligence of Licensee, its Agents or Invitees.

22. REQUIRED RECORDS.

22.1 Records of Account. Licensee shall maintain during the Term until the Expiration Date or earlier termination of this Master License the following records at a place of business within the Bay Area or in an electronic format:

- (a) identification of all License Areas subject to this Master License;
- (b) amounts and dates of License Fees paid to City.
- (c) Regulatory Approvals issued for the Installation and operation of Equipment on Network Poles and in each License Area.
- (d) Network Mapping. Licensee shall maintain, and make available to the City upon request, paper and/or electronic maps of the location of the Network Poles covered by this Master License, including GIS or other data.

22.2 Inspection and Audits. City, or a consultant acting on its behalf, will have the right to inspect and audit Licensee’s records at Licensee’s place of business during regular business hours on thirty (30) days’ prior written notice to Licensee, specifying the period of time to which the audit pertains. Licensee have the right to have an employee or Agent present during all times of City’s or its representative’s physical inspection/audit of Licensee’s records.

22.3 Public Records Act Requests and Production of Documents. Licensee acknowledges that City is a government agency subject to the California Public Records

Act and City has no authority to modify or waive any requirements of the California Public Records Act.

23. RULES AND REGULATIONS. Licensee shall faithfully comply during the Term with any and all reasonable rules, regulations and instructions that City establishes in writing, as may be amended from time to time, and that City applies in a non-discriminatory manner to Licensee and other similarly situated users of City Poles, with respect to use of any part of any License Area.

24. BOND.

24.1 Drawing on Bond. On or before the date that it submits its first Pole License application to City, Licensee must deliver to City for retention during the Term a Bond to secure Licensee's faithful performance of all terms, covenants and conditions of this Master License and each Pole License ("**Bond**"). The Bond shall be in the face amount as described below:

- a. \$25,000 for up to 10 Pole Licenses
- b. \$50,000 for up to 20 Pole Licenses
- c. And so on in \$25,000 increments for up to each 10 additional Pole Licenses, to be delivered in the initial amount with Licensee's submission of its first Pole License application for each such 10 additional Pole Licenses and augmented as set forth below through the Term.

City may (but shall not be obligated to) draw upon the Bond in whole or in part to remedy any damage to any License Area caused by Licensee, its employees, Agents or Invitees, or any failure of Licensee to perform any other terms, covenants or conditions contained herein (including the payment of License Fees or other sums due under this Master License or any Pole License) after the occurrence of a Default, without waiving any of City's other rights and remedies under this Master License or at law or in equity, Licensee waives any rights it may have under Section 1950.7 of the California Civil Code or any similar Law. Licensee understands and agrees that City may apply some or all of the Bond proceeds to the payment of License Fees, administrative fees, Review Fees, and other amounts payable to City under this Master License following a Licensee event of Default. City is not required to keep the Bond proceeds separate from its general funds, and Licensee is not entitled to interest on the Bond proceeds. The amount of the Bond in no way limits the liabilities of Licensee under any provision of this Master License.

24.2 Further Bonds. Should City use any portion of the Bond proceeds to cure any Default by Licensee under this Master License, Licensee will be required to replenish the Bond within thirty (30) days after receipt of written notice from City. City shall provide an accurate and complete accounting to Licensee each time that City draws upon the Bond.

25. SURRENDER OF EACH LICENSE AREA/HOLDING OVER.

25.1 Surrender. Licensee shall remove its Equipment and surrender the License Area(s) to City in accordance with Section 13.3.3 above. City will be entitled to withhold or offset from the Bond any loss that City incurs due to Licensee's failure to comply with these removal and surrender requirements within the notice and cure period prescribed in Section 17.1 (Defined) above.

25.2 Holding Over.

25.2.1 Without Consent. Any holding over without City's written consent will incur a License Fee equal to one hundred fifty percent (150%) of the License Fee in effect immediately before the Expiration Date ("**Holdover Fee**") and may allow City to declare a default by Licensee pursuant to Section 17.1 of this Master License, and which will entitle City to exercise any or all of its remedies following the expiration of the notice and cure period set forth in Section 17.1 even if City elects to accept one or more payments of Holdover Fees, Review Fees, or other amounts payable to City from Licensee after the Expiration Date.

26. HAZARDOUS MATERIALS.

26.1 Hazardous Materials in License Area. Licensee covenants and agrees that neither Licensee nor any of its employees, Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on, under or about any License Area or any other part of City property, or transported to or from any City property in violation of Environmental Laws. Licensee shall immediately notify City if and when Licensee learns or has reason to believe any Release of Hazardous Material has occurred in, on, under or about a License Area or other City property by Licensee or any of its employees, Agents or Invitees. Licensee shall use best efforts to promptly notify City if and when Licensee learns or has reason to believe any Release of Hazardous Material has occurred in, on, under or about a License Area or other City property by persons other than Licensee or any of its employees, Agents or Invitees. A failure by Licensee to give notice of any Release of Hazardous Material in, on, under or about a License Area or other City property by any persons other than Licensee or any of its employees, Agents or Invitees would not be grounds for termination of this Master License or any Pole License.

26.2 Licensee's Environmental Indemnity.

(a) If Licensee breaches any of its obligations contained in this Article, or if any act, omission or negligence of Licensee or any of its employees, Agents or Invitees results in (i) any contamination of any License Area or other City property, or (ii) a Release of Hazardous Material from, on, about, indoor beneath any part of a License Area or other City property, or (iii) the violation of any Environmental Law, then Licensee, on behalf of itself and its successors and assigns, shall Indemnify City and the Indemnified Parties and their respective successors and assigns from and against any and all Claims (including damages for decrease in value of the License Area or other City property, the loss or restriction of the use of usable space in the License Area or other City property and sums paid in settlement of Claims, attorneys' fees, consultants' fees, and experts'

fees and related costs) arising during or after the Term of this Master License relating to such Release or violation of Environmental Laws; provided, however, Licensee shall not be liable for any Claims to the extent such Release or violation of Environmental Laws was caused by the gross negligence or willful misconduct of City or any Indemnified Party.

(b) Licensee's Indemnification obligation in subsection (a) above includes costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought onto the License Area or other City property by Licensee and to restore each License Area or other City Property to its condition prior to Licensee's introduction of such Hazardous Material or to correct any Licensee violation of Environmental Laws.

(c) Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City and all Indemnified Parties from any Claim that actually or potentially falls within this Indemnity (and the Indemnity in **Article 18**) provision even if the allegations supporting the Claim are or may be groundless, fraudulent or false, which obligation arises at the time such Claim is tendered to Licensee by City or any Indemnified Party and continues until the Claim is finally resolved.

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

27. SPECIAL REMEDIES FOR RF INTERFERENCE WITH OPERATIONS.

27.1 Licensee's Obligation Not to Cause RF Interference.

27.1.1 Interference by Licensee. Licensee shall ensure that its use of the Equipment does not interfere or cause radio frequency ("**RF**") interference, with City's communication or computer equipment (including without limitation the communications or computer equipment of third parties, such as the East Bay Regional Communications Authority (interoperability among digital radio equipment for public safety), which support the City's communications), or City's streetlights or other lighting or any pre-existing third parties' equipment on the Network Poles, irrespective of whether the relevant FCC spectrum licenses are held by Licensee or its wireless carrier customers.

27.1.2 Curing RF Interference. The parties agree to reasonably cooperate in good faith to remedy and cure such RF interference with or impairment of City's equipment or any Network Pole lighting or pre-existing third-party equipment as soon as is feasible under the circumstances, but Licensee's operation of the Equipment shall at all times be subordinate to and accommodate the reasonable requirements of City's equipment and any Network Pole lighting or pre-existing third-party equipment. If any change in the nature of the City's use of any Network Pole during the Term results in RF or physical interference with the Licensee's Equipment installed on a Network Pole making it necessary to alter the Equipment to mitigate the adverse effect, Licensee shall notify the City and provide evidence of the claimed impairment. If the City determines in its reasonable discretion that mitigation is not feasible or cannot be achieved for a reasonable cost in the City's reasonable judgment, as its sole remedy therefore Licensee may elect either to: (1) terminate the Pole License as to the affected Network Pole; or (2) take steps itself at its own cost to mitigate the adverse effect and continue to operate the Equipment on the Network Pole.

27.1.3 Public Emergency. City and Licensee acknowledge that in the event of imminent threats to public health or safety (including without limitation RF interference with City's public safety communications), City may be required to take action with or without notice to Licensee, or may request Licensee to take immediate action, which may cause RF interference with Licensee's Equipment or signal transmission and reception, and in the event of such threats, Licensee shall comply with all such requests and City shall have no liability to Licensee for any RF interference or other damage caused to Licensee's Equipment.

(a) Licensee agrees to install a master power "cut-off" switch on the License Area for the purpose of assisting City in such an emergency, and shall deliver written instructions to the Manager of Engineering regarding the use and operation of such switch.

(b) Unless otherwise specifically provided in a notice of termination, City's exercise of the right to shut off any power to the Equipment pursuant to this Section is not intended to constitute a termination of this Master License by either party.

28. GENERAL PROVISIONS.

28.1 Notices. This section applies to all notices, requests, responses to requests, and demands made under this Master License.

28.1.1 Writings Required. All notices will be effective only if given in writing and delivered in accordance with this section.

28.1.2 Manner of Delivery.

(a) Except as provided in **Section 28.1.3** (Special Requirements), notices may be delivered by: (i) personal delivery; (ii) first class, postage

prepaid; (iii) certified mail, postage prepaid, return receipt requested; or (iv) prepaid overnight delivery, return receipt requested.

(b) Notices must be delivered to: (i) Licensee at Licensee's addresses set forth in Section 1.3.2 (Licensee Contact Information) with a concurrent electronic mail copy to Licensee's email address set forth in Section 1.3.2 (Licensee Contact Information); (ii) City at City's address(es) set forth in Section 1.3.1 (City Contact Information); or (iii) any new notice address that either City or Licensee specifies by no less than thirty (30) days' notice given to the other in accordance with this section.

(c) Effective Date of Notices. All notices under this Master License will be effective when properly sent and received, refused or returned undelivered. The date an attempt to make delivery fails because a party has failed to provide notice of a change of address or refuses to accept delivery. The parties will also transmit copies of notices by email to the email addresses listed in the Basic License Information, but failure to do so will not affect the delivery date or validity of any notice properly delivered in accordance with this section.

28.1.3 Special Requirements. Any notice of default, demand to cure or notice of termination must be sent by certified mail or personally delivered.

28.2 No Waiver. No failure by either party to insist upon the strict performance of any obligation of the other under this Master License or to exercise any right, power, or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, will constitute a waiver of such breach. No acceptance by City or any of its Agent of full or partial payment of License Fees or other fees due hereunder during the continuance of any such breach will constitute a waiver of such breach or of City's right to demand strict compliance with such term, covenant, or condition or operate as a waiver of any requirement of this Master License. No express waiver by either party of any default or the performance of any provision hereof will affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more waivers of a default or the performance of any provision hereof by either party will not be deemed to be a waiver of a subsequent default or performance.

28.3 Force Majeure. Except for payment of amounts due, neither party shall have any liability for its delays or its failure of performance due to fire, explosion, pest damage, power failures, strikes or labor disputes, acts of nature, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, epidemics, pandemics, or other causes reasonably beyond its control (individually or collectively, "**Force Majeure**").

28.4 Amendments. No part of this Master License may be changed, altered or modified, except by a written instrument signed by both parties.

28.5 Authorization to Director of Public Works. Where this Master License requires or permits City to act and no officer of City is specified, the Director of Public Works or their designated representative has the authority to act on behalf of City.

28.6 Interpretation of Master License. The following rules of interpretation apply to this Master License.

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

28.6.2 Multi-party Licensee. If there is more than one Licensee, the obligations and liabilities under this Master License imposed on Licensee will be joint and several among them.

28.6.3 Captions. The captions preceding the articles and sections of this Master License and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Master License.

28.6.4 Time for Performance. Provisions in this Master License relating to number of days mean calendar days, unless otherwise specified. “**Business Day**” means a day other than a Saturday, Sunday, or a bank or City holiday. If the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day.

28.6.5 City Actions. All approvals, consents, or other determinations permitted or required by City under this Master License will be made in writing and by or through the City Administrator or his or her designee, unless otherwise provided in this Master License or by City Charter or any City ordinance.

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

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

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

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

28.9 Prevailing Wages. The work to be performed by or services to be provided by Licensee under this Master License or a Pole License may be subject to prevailing wage rate payment as set forth in California Labor Code section 1771 ("**Section 1771**"). Accordingly, to the extent that such services are subject to the prevailing wage rate payment requirements set forth in Section 1771, Licensee shall comply with all applicable California Labor Code requirements pertaining to "public works" or "maintenance," including the payment of prevailing wages in connection with the services to be provided hereunder (collectively, "**Prevailing Wage Policies**").

Licensee shall defend, indemnify and hold City and the Indemnified Parties harmless from and against any and all present and future Claims arising directly from or in direct connection with Licensee's failure to comply with any Prevailing Wage Policies that apply to the work relating to Licensee's actions under this Master License or any Pole License, including all Claims made by contractors, subcontractors or other third party claimants with whom Licensee has contracted to perform work relating to Licensee's Equipment within the scope of this indemnity pursuant to Labor Code sections 1726 and 1781, as amended and added by Senate Bill 966, or other applicable Laws.

28.10 Governing Law and Venue. This Master License must be construed and enforced in accordance with the laws of the State of California and City Charter, without regard to the principles of conflicts of Law. This Master License is made, entered and will be performed in Berkeley. Any action concerning this Master License must be brought and heard in Berkeley.

28.11 Business Tax Certificate. Prior to the Effective Date, Licensee shall obtain and provide proof of a current and valid business tax certificate in the name of Licensee from the City of Berkeley. This certificate must remain current and valid during the Term of this Master License, and Licensee shall provide evidence of its compliance with this requirement upon request of City.

28.12 Covenant Not to Discriminate. In connection with this Master License and all Pole Licenses issued hereunder, Licensee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national

origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Licensee, in any of Licensee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Licensee.

28.13 Americans with Disabilities Act Compliance. In connection with this Master License and all Pole Licenses issued hereunder, Licensee shall make its goods, services, and facilities accessible to people with disabilities and shall submit an affidavit verifying compliance with City of Berkeley Americans with Disabilities Act obligations.

28.14 Entire Agreement. This Master License, including all exhibits and schedules, contains the entire agreement between the parties, and all prior written or oral agreements regarding the same subject matter are merged into this document. The parties further intend that this Master License, and all exhibits and schedules will constitute one agreement that contains the complete and exclusive statement of its terms and that no extrinsic evidence (including prior drafts and revisions) may be introduced in any judicial, administrative, or other legal proceeding involving this Master License. Licensee hereby acknowledges that neither City nor City's Agents have made any representations or warranties with respect to City Poles or this Master License, except as expressly set forth herein, and no rights, easements or additional licenses are or will be acquired by Licensee by implication or otherwise unless expressly set forth herein.

28.15 Time of Essence. Time is of the essence with respect to all provisions of this Master License in which a definite time for performance is specified.

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

28.17 Recording. Licensee agrees not to record this Master License, or any memorandum or short form of any of them in the Official Records of the County of Alameda.

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

28.19 Cooperative Drafting. This Master License has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters it addresses and was drafted through a cooperative effort of both parties, each of which has had an opportunity to have this Master License reviewed and revised by legal counsel. No party will be considered the drafter of this Master License, and no presumption or rule (including that in California Civil Code section 1654) that an ambiguity will be construed against the

party drafting the clause will apply to the interpretation or enforcement of this Master License.

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

28.21 No Precedent. The facts and circumstances pertaining to this Master License are unique to the transactions contemplated herein. Accordingly, City and Licensee are entering into this Master License without intending to create precedent either expressly or by implication, for future leasing or licensing transactions by or between them, or any of their respective Affiliates or departments or any other governmental agency.

28.22 Included Exhibits and Schedules. The following exhibits and schedules are attached to and are incorporated by reference into this Master License.

- EXHIBIT A Form of Pole License
- EXHIBIT B Schedule of License Fees Payable by Calendar Year
- EXHIBIT C Insurance Requirements (Schedule Q)
- EXHIBIT D Minimum Requirements of Plans and Equipment
- EXHIBIT E Form of Pre-Application Pole Reservation Request

[Signatures appear on following page.]

City and Licensee have executed this Master License as of the Effective Date.

CITY:

LICENSEE:

CITY OF BERKELEY,
a municipal corporation

[CARRIER]

By:
Its:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank.]

EXHIBIT A

FORM OF POLE LICENSE

This Pole License ("**Pole License**"), is made this _____ day of _____, 20___, between the City of Berkeley, a municipal corporation ("**City**"), and [Carrier] ("**Licensee**"), with offices located at [Address].

1. Pole License. This is a Pole License, as referenced in that certain Master License between City and Licensee dated _____, 202_ ("**Master License**"). As described in the Master License, this Pole License, following compliance by Licensee with all terms and conditions contained in the Master License, shall be deemed to create a Pole License with respect to the particular License Area described herein. All of the terms and conditions of the Master License are incorporated herein by this reference and made a part hereof without the necessity of repeating or attaching the Master License. In the event that any provision of this Pole License conflicts with any provision of the Master License, then the terms of this Pole License will control. Capitalized terms used in this Pole License shall have the same meaning described for them in the Master License, unless otherwise indicated herein.

2. License Area. The License Area covered by this Pole License is described in Attachment 1, attached hereto and incorporated herein by this reference.

3. Equipment. The Equipment to be installed at the License Area is described in Attachment 2, attached hereto and incorporated herein by this reference.

4. Regulatory Approvals. The Regulatory Approvals for the Equipment are attached as Attachment 3, attached hereto and incorporated herein by this reference.

5. Term. The term of this License shall be as set forth in **Section 3** of the Master License. The Commencement Date for the Pole License under this Pole License shall be _____ [*insert date on or after date that all City Regulatory Approvals required for Licensee to install and operate its Equipment on the License Area have been granted*].

6. Recurring Fees. The License Fee for this License Area shall be as described **Section 4** of the Master License.

7. Processing Fee and Review Deposit.

Processing Fee required by **Section 4.3** has/has not been paid in full. If Processing Fee has not been paid in full, Licensee shall submit the amount due and payable together with the counter-signed Pole License.

Review Deposit required by **Section 4.4** has a surplus in the amount of \$_____ that will be reimbursed by City within ten (10) business days / has a shortfall in the amount of \$_____ that Licensee must pay. If there is a shortfall, Licensee shall submit the amount due and payable together with the

counter-signed Pole License.

8. Bond. The Bond required by **Section 24.1** of the Master License has been delivered to City. [*alternative: specify amount of bond required to be delivered*]

9. Construction Period. Licensee must notify City in writing when all initial installation work authorized under this Pole License is completed and the Equipment is operating. If no notice is received within eighteen (18) months of the Commencement Date, the Pole License will terminate automatically unless Licensee requests and obtains prior to such termination date, City's written approval to extend the construction period, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Effectiveness. LICENSEE SHALL COUNTERSIGN THE POLE LICENSE AND RETURN THE COUNTER-SIGNED POLE LICENSE TO CITY WITHIN 60 DAYS AFTER LICENSEE HAS RECEIVED THE POLE LICENSE EXECUTED BY CITY. IF NO COUNTERSIGNED POLE LICENSE IS RECEIVED BY CITY WITHIN THE 60 DAYS, THE POLE LICENSE SHALL BE VOID AND OF NO LEGAL EFFECT. IF LICENSEE STILL WANTS TO USE THE CITY POLE, LICENSEE WILL BE REQUIRED TO SUBMIT A NEW APPLICATION AND ASSOCIATED FEES.

11. Miscellaneous. [*add any other conditions*]

[Signatures on following page]

IN WITNESS WHEREOF, the parties have signed this Pole License as of the date provided in the introductory clause.

CITY:

CITY OF BERKELEY,
a municipal corporation

LICENSEE:

[CARRIER]

By:
Its:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Name: _____

Title: _____

Exhibits:

- Attachment 1 - License Area
- Attachment 2 - Equipment
- Attachment 3 - Regulatory Approvals

Pole License
Attachment 1

License Area

[to be attached]

Pole License
Attachment 2

Equipment

[to be attached]

Pole License
Attachment 3

Regulatory Approvals

[to be attached]

EXHIBIT B**Schedule of Annual License Fees Payable by Calendar Year**

POLE LICENSES (FCC Order Effective)	
YEAR	LICENSE FEE (Annual) (3% Annual Escalation)
2023	\$295.04
2024	\$303.89
2025	\$313.00
2026	\$322.39
2027	\$332.07
2028	\$342.03
2029	\$352.29
2030	\$362.86
2031	\$373.74
2032	\$384.96
2033	\$396.50
2034	\$408.40
2035	\$420.65
2036	\$433.27
2037	\$446.27
2038	\$459.66
2039	\$473.45
2040	\$487.65
2041	\$502.28
2042	\$517.35

EXHIBIT C
INSURANCE REQUIREMENTS

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Licensee shall carry, prior to commencement of service, and keep in force for the term of this contract, at Licensee's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and eligible to the City. The insurance shall include:

i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

Limits of liability: Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of \$2,000,000 each occurrence \$4,000,000 and in the aggregate. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability Insurance.** Licensee shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits of \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. Licensee certifies that it is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. Licensee shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Master License and thereafter as required by that code.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

i. Insured Status (Additional Insured): Licensee shall provide additional insured status by including the City of Berkeley, its Councilmembers, directors, officers, agents, employees and volunteers as additional insureds by endorsement as respects to this Master License under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as

broad as ISO Form CG 20 10 and CG 20 37 forms, if later revisions used). If Licensee submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT. BROAD FORM ADDITIONAL INSURED ENDORSEMENT MAY BE ACCEPTED WITH APPROPRIATE DOCUMENTATION; and

ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Master License); and

iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity of any required coverage that is not replaced; and

iv. Certificate holder is to be the same person and one of the addresses as indicated in Section 1.3.2 (Licensee Contact Information) of this Master License; and

v. Insurer shall carry insurance from eligible companies with an A.M. Best Rating of A-VII, or better.

c. Replacement of Coverage

In the case of a default of any of the insurance provisions of this Exhibit C beyond all applicable notice and cure periods set forth in this Master License, then the City may, at the City's option, take out and maintain at the expense of Licensee, such insurance in the name of Licensee as is required pursuant to this Master License, and may recover the cost of taking out and maintaining such insurance by drawing from Licensee's Bond in accordance with Section 24 (Bond) of this Master License.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Master License.

e. Proof of Insurance

Licensee will be required to provide a certificate of insurance and endorsements as proof of all insurance required for the work prior to execution of the contract. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute grounds for City to declare Licensee to be in non-compliance of this Master License in accordance with Section 17.1 (Defined) of this Master License. In the event of an incident resulting in a claim of injury to persons or damage to the property of others for which the City is involved, within fifteen (15) days of the City's written request, Licensee shall make

its applicable insurance policies available for review by the City at a San Francisco/Berkeley Bay Area office (or should it cease to exist, at another Licensee office located in the Bay Area); provided however, no copies shall be made and all policies will be returned to the Corporate Risk Management Department. The policy review is limited to no more than three days during a consecutive six-month period and must be conducted during Licensee's normal business hours while the City's representative is accompanied by a Licensee Risk Management professional.

f. Subcontractors

Should the Licensee subcontract out the work required under this Master License, it shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, Licensee may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Exhibit C. If this option is exercised, both the City of Berkeley and Licensee shall be included as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention shall be the responsibility of Licensee or Licensee's parent company.

h. Waiver of Subrogation

Licensee waives rights against the City of Berkeley and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Berkeley maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice but only to the extent that it is required of similar operations of the City and not more frequent than once every five (5) years.

j. Indemnification for Losses

Licensee shall indemnify and hold harmless the Indemnified Parties for any claim or loss covered by the insurance that Licensee is required to maintain under this Exhibit C arising out of or resulting from the actions or inactions of Licensee under this Master License which may exceed the limits of insurance required in Section (a)(i) and (ii) of this Exhibit C above, all except to the extent attributable to the active negligence or willful misconduct of the Indemnified Parties, or any of them.

EXHIBIT D

MINIMUM REQUIREMENTS OF PLANS AND EQUIPMENT

Plans:

The City authorizes the connection to its street light electric facilities in accordance with the rules, regulations, and policies of Pacific Gas and Electric Company (or other electric service utility provider). Licensee may use the City's existing non-traffic signal conduits, subject to the allowable conduit fill percentage under the NESC and if such conduit does not meet the fill requirement, Licensee may at its discretion install a dedicated conduit for Licensee's use. Licensee is not permitted to install or arrange for installment of external conduits on any City Poles.

Licensee may share City's power conductor from PG&E (or other electric service utility provider) point of feed to the City Pole. Licensee will then splice and fuse at the City Pole electrical box and run wires to the Licensee's meter located on the City Pole (metered if not paying flat rate for electrical use). For those License Area locations at which the City Pole does not have an electrical box for running of Licensee's wires to the meter, Licensee shall install an electrical bolted box in proximity to such City Pole for Licensee's wires.

Licensee shall apply for and install an electric meter (if not paying flat rate), which may be a smart meter type of meter, if required by the City and the applicable electric utility, and obtain any necessary building/Engineering permits from the City for the installation and connection.

Licensee shall be responsible for repairing any City conduits that Licensee or its Agents damage during installation of electrical facilities, including pulling of wires into street light conduits. If following Licensee's failure to make such repairs within thirty (30) days of Licensee's receipt of written notice from City, the City's crew makes repairs to remedy damage caused by Licensee or its Agents, the City will charge Licensee the full cost of those repairs by notice with evidence of the City's costs.

The City will inspect Licensee's service installations to ensure compliance with Approved Plans and Specifications. Licensee agrees to make any repairs or modifications to its service installations that are necessary to ensure compliance with the Approved Plans and Specifications; provided, however, Licensee shall not be required to upgrade or repair electrical boxes or conduits unless Licensee agrees to do so in its own discretion and such upgrades and/or repairs are necessary for Licensee's sole, particular use.

Licensee shall provide the City's Department of Public Works with as-built drawings showing all circuits installed by Licensee in existing street light conduits promptly after final permit approval and installation are complete. If the installations are in a City cabinet or a facility to which the City may need access, Licensee shall provide a copy of the as-built drawings to the City and, if space is reasonably available, and shall place a copy within any new or existing cabinet at each Pole Location, if applicable.

Licensee shall provide the City's Department of Public Works with the final coordinates and/or digital GIS shape file for inclusion in the City's GIS inventory.

The first time Licensee, including Licensee's employees, agents, contractors or representatives, open a City pull box at a particular City Pole location, Licensee shall notify City's Department of Public Works. Licensee shall contact the City's Department of Public Works to complete the service connection.

Equipment:

Licensee's plans and specifications submitted with each Pole License application, and any Pole License application approved by the City shall comply with the City of Berkeley Aesthetic Guidelines and the following minimum requirements:

1. Equipment shall not be installed at ground level, except after all reasonable alternative pole locations have been explored and found unavailable. Ground-mounted equipment, if any, shall be installed in compliance with the City of Berkeley Aesthetic Guidelines. Any ground-mounted equipment shall not obstruct or interfere with storm drainage facilities, drainage channels, or change the existing drainage pattern.
2. No battery backup units are allowed, whether pole-mounted or ground-mounted, without City approval.
3. Licensee shall verify each Pole's condition, size and foundation, and provide structural calculations and wind loading calculations and drawings for any pole-mounted equipment.
4. Licensee shall provide voltage drop calculations per each Pole location.
5. Pole-mounted equipment shall be placed at least eight (8) feet above sidewalks or sixteen (16) feet above streets on the street side of the pole, and shall not obstruct line of sight to any intersection, signage, traffic control devices or other directional markings.
6. Any pole-mounted equipment shall conform to the development standards set forth in the City of Berkeley Aesthetic Guidelines. All conduits, conduit attachments, cables, and wires shall be housed in a sheath and other connectors shall be placed within the Pole when feasible, or otherwise concealed from public view.
7. The Equipment shall be constructed out of non-reflective materials, painted and/or textured in compliance with the City of Berkeley Aesthetic Guidelines. Paint shall be shown on the Approved Plans and Specifications.
8. Any fiber optic cable or wiring connecting the antenna to the ground-mounted Equipment shall be sheathed and located inside the Pole and shall be located underground to the Equipment.
9. All other conduit, cable and wiring shall be sheathed and shall be located underground.

10. With respect to sealed pull boxes and welded hand hole covers, it shall be Licensee's responsibility to obtain access to such pull boxes and hand hole covers, and to replace the pull box frames and covers and the hand hole covers if they are damaged or missing. It shall also be the responsibility of Licensee to reseal the pull boxes and to re-weld the hand hole covers.

11. The height of a pole that includes pole-mounted equipment shall not exceed more than six (6) feet above the height of the average City Pole in the area, as determined by the City Engineer.

12. Licensee's Equipment must be high quality, safe, compliant with FCC standards, and fire-resistant.

EXHIBIT E

FORM OF PRE-APPLICATION POLE RESERVATION REQUEST

Pole Reservation Request No. _____

Requesting Carrier: _____

Contact Person Name: _____

Contact Info: _____

1. Identify the location of the proposed City Pole using the nearest address, nearest assessor parcel number, and mapped coordinates (by GIS or other method approved by City).

2. Describe the type of City Pole.

3. Describe the size and type of equipment to be placed on the proposed City Pole.

DATE _____

The undersigned is authorized by Carrier to make this request.

Signature of Applicant/Authorized Agent:
