

**MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES IN THE RIGHT OF
WAY BETWEEN THE CITY OF MORENO VALLEY AND
NEW CINGULAR WIRELESS PCS, LLC**

This Master License Agreement For Wireless Facilities (the "Agreement") is entered into this ____ day of _____, 20__, (the "Effective Date") by and between the City of Moreno Valley, a California municipal corporation (Licensor), hereinafter referred to as the "City" and New Cingular Wireless PCS, LLC, a Delaware limited liability company (Licensee) (collectively referred to as the "Parties").

RECITALS

WHEREAS, City owns as its personal property a number of existing Municipal Facilities within the public right-of-way that are potentially suitable for installing wireless communications facilities within the City's jurisdiction and has a duty under California law to derive appropriate value from the City's property assets for the public good; and

WHEREAS, Licensee desires to install, maintain and operate wireless communications facilities in the public right-of-way by attaching to Municipal Facilities and Licensee is willing to compensate the City for the right to use the City's Municipal Facilities for wireless communications purposes; and

WHEREAS, the City desires to offer nonexclusive access to City-owned street light poles consistent with all applicable health and safety requirements, including California Public Utilities Commission General Order 95. Neither federal nor California law prohibits the City from charging a fee for such access. Such access is currently regulated by the Federal Communications Commission's Declaratory Ruling and Third Report and Order (WT Docket No. 17-79; WC Docket No. 17-84, also known as "the FCC Wireless Infrastructure Order"), which clarifies that Sections 253 and 332(c)(7) of the Communications Act applies to state and local regulation of wireless infrastructure deployment, including the identification of specific fee levels, for small wireless facility deployments in the rights-of-way and attached to certain property owned or controlled by state or local government within the rights-of-way, including City-owned street light poles; and

WHEREAS, in order to keep the number of poles on public thoroughfares and elsewhere to a practicable minimum, Licensee is encouraged to not erect any pole of its own in or near any location where the City has sufficient facilities to accommodate Licensee's equipment or where a City street light can be replaced by Licensee at Licensee's cost with a street light that is structurally able to accommodate Licensee's equipment with a Replacement Street Light Pole. City and Licensee acknowledge Licensee's right to place its own poles or attach to a third party pole within the right of way, subject to fees per the FCC Wireless Infrastructure Order.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to the following covenants, terms, and conditions:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this agreement:

Agent. "Agent" means agent, employee, officer, contractor, subcontractor, and representative of a party in relation to this Agreement.

City. "City" means the City of Moreno Valley, a Municipal Corporation.

Commencement Date. The "Commencement Date" shall be ninety (90) days after the date of issuance of the requisite permits by the City or the Installation Date of Licensee's Facilities, whichever occurs first.

CPUC. "CPUC" means the California Public Utilities Commission.

Fee. "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (excluding utility users' tax, franchise fees, communications tax, or similar tax or fee.)

Installation Date. "Installation Date" means the date that a Licensee Facility is beginning to be installed by Licensee pursuant to this Agreement and applicable permits.

Invitee. "Invitee" means the client, customer, invitee, guest, tenant, subtenant, licensee, authorized assignee and authorized sublicensee of a party in relation to the area where Licensee's Facilities are located.

Laws. "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having jurisdiction over the parties to this Agreement.

Licensed Area. "Licensed Area" means the area where Licensee's Facilities are located pursuant to this Agreement and applicable Supplement.

Licensee's Facilities. "Licensee's Facilities" means the facilities and equipment controlled by Licensee to provide wireless telecommunications service, including but not limited to antennas, cables, wires, lines, waveguides, poles, conductors and related hardware, including, but not limited to, Small Wireless Facilities, Network Equipment and Nodes.

Licensee. "Licensee" means New Cingular Wireless PCS, LLC, organized and existing under the laws of the State of Delaware, and its lawful successors, assigns and transferees.

Municipal Facilities. "Municipal Facilities" means City-owned Streetlight Poles, lighting fixtures, electroliers, or comparable facilities located within the Public Way.

Network. "Network" or collectively "Networks" means one or more wireless networks operated by Licensee to serve its wireless customers in the City.

Network Equipment. "Network Equipment" shall mean the equipment the Licensee proposes to attach or has attached on City Facilities under this Agreement, as described in each Supplement.

Node. "Node" means a facility that receives, sends, or processes data in a telecommunication network. Typically, a node is comprised of a pole or other similar support structure, an antenna or antennas attached to the pole or similar support structure, and related equipment, and is connected to a telecommunications network.

Public Way, Right-of-Way, or Public Rights-of-Way. "Public Way," "Right-of-Way," or "Public Rights-of-Way" means the space in, upon, above, along, across; under and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include any other property owned by the City or any property owned by any person or entity (e.g. county, state, or federal rights-of-way) other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

Services. "Services" means the services provided through the Network by Licensee to its wireless customers.

Streetlight Pole. "Streetlight Pole" means any, City-owned standard-design concrete, fiberglass, or metal pole that has a mast arm for electrolier support and is used for streetlighting purposes.

Supplement. "Supplement" means the Supplement attached as Exhibit B.

Supplement Application. "Supplement Application" means an application by Licensee to use a Licensed Area and Municipal Facility in the form attached as Exhibit B.

Wireless Facility or Small Wireless Facilities. "Wireless Facility" or "Small Wireless Facilities" shall mean a wireless telecommunications facility including attachments of antennas, as defined by California Government Code section 65850.6(d)(2), which defines such term as "equipment and network components such as towers, utility poles, transmitters, base stations, and emergency power systems that are integral to providing wireless telecommunications services" or a wireless facility that uses licensed or unlicensed spectrum and comprises part of Licensee's Network. Wireless Facilities shall also be facilities that meet the following conditions:

- The facilities-
 - are mounted on structures 50 feet or less in height including their antennas, or
 - are mounted on structures no more than 10 percent taller than other adjacent structures, or
 - do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- Each antenna associated with the deployment, excluding associated

- antenna equipment, is no more than three cubic feet in volume or larger at the City's discretion;
- All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume or larger at the City's discretion;
 - The facilities do not require antenna structure registration under the FCC Wireless Infrastructure Order;
 - The facilities are not located on Tribal lands, as defined under 36 CFR 800.16(x); and
 - The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in the FCC Wireless Infrastructure Order.

Section 2. Authorization. Subject to the terms and conditions contained herein, for the limited purpose of constructing, installing, operating, and maintaining wireless facilities, City hereby authorizes Licensee to encroach upon and occupy the portions of the Public Rights-of-Way.

a. Licensee Obtains Power. Licensee shall obtain electrical power at its own costs from the applicable utility company.

b. Electrical Costs. Licensee shall be solely responsible for all costs and expenses associated with obtaining and maintaining a suitable and compatible electrical supply sufficient to power and operate Licensee's Facilities. Licensee shall also be solely responsible for all costs, expenses and payments of any and all electrical utility charges by the applicable utility company based upon the usage of electricity and applicable tariffs provided, however, if Licensee elects to utilize City's electrical service serving the Streetlight Pole and/or Municipal Facility for particular Licensee's Facilities, Licensee shall pay to City a utility usage fee per month in accordance with City's billing schedule and electric rates set forth in the wireless technology rate (WTR) schedule until such use is discontinued by Licensee. City shall under no circumstances be responsible for reimbursing, contributing, or paying any costs to any utility company or Licensee for the costs and expenses associated with any modification of or any use of electricity under this Agreement. Except as set forth herein, Licensee Facilities shall not draw compatible electricity from a Municipal Facility until such time as Licensee has secured all required electrical approvals and the electricity charging/payment agreement with the electrical utility company is in place.

c. Joint Poles. Notwithstanding anything to the contrary herein, this Master Agreement does not apply to electric utility poles governed by the Southern California Joint Pole Agreement and/or the Southern California Joint Pole Committee.

d. Supplement Applications. Licensee shall complete a Supplement Application for each individual attachment(s) and/or Licensee's Facility, in the form attached as **Exhibit B** hereto, and the City's approval of that Supplement Application will be deemed a Supplement to this Agreement, in the form attached as **Exhibit B** hereto. Licensee may include multiple attachments and/or installations on a Supplement

Application and the City may issue Supplements for all such attachments and/or installations. Upon receiving the City-executed Supplement but not before, and upon payment of the sums required herein, Licensee shall have the right to install, maintain and use its equipment described in the Supplement upon the pole(s) or conduit(s) identified therein, provided, however, that before commencing the installation Licensee shall notify City of the specific date it proposes to do the work at least 24 hours in advance so City may arrange to have its representative present when the work is performed.

Section 3. Term. The initial term of this Agreement (“Initial Term”) shall begin on the Effective Date and shall be effective for a period of five (5) years, unless previously terminated as provided herein. This Agreement shall be renewed thereafter for two successive terms of five (5) years each on the same terms and conditions of this Agreement (each a “Renewal Term”) unless Licensee provides City written notification of its intent not to renew this Agreement not less than sixty (60) days prior to the scheduled termination of the Initial Term or any Renewal Term, as the case may be. At the end of term period, the Parties may mutually agree, in writing, to extend the term of the Agreement.

a. Term of a Supplement. The initial term for each particular Supplement shall commence on the first day of the month following the day Licensee commences installation of Licensee’s Facilities at a particular location (“Supplement Commencement Date”) and shall be effective for a term of five (5) years. Each Supplement shall be automatically extended for two (2) successive five (5) year renewal terms, unless Licensee notifies City in writing of Licensee’s intent not to renew the Supplement at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding anything herein, after the expiration or earlier termination of this Agreement, the terms and conditions of a Supplement which was signed during the term of the Agreement shall survive and remain in full force and effect until the expiration or earlier termination of such Supplement.

b. Renewal Term. The Initial Term and any Renewal Terms shall be collectively referred to as the “Term.” If Licensee’s Facilities remain in place at the expiration of the final Supplement renewal term, the Supplement shall be deemed a month-to-month agreement under the same terms and conditions of this Agreement including the requirement to pre-pay for the subsequent calendar year. If the Supplement becomes month-to-month, and is not extended, then at the end of the Supplement, Licensee shall be refunded the pro-rata share of unused prepayment.

Section 4. Permitting and Location of Nodes. City agrees to permit Licensee to construct infrastructure on the Public Rights-of-Way subject to the City’s reasonable, time, place, and manner restrictions. The Parties agree that **Exhibit C** represents a good-faith representation of the design of the equipment and pole requirements in connection with Licensee’s Facilities. Licensee shall be allowed to install Licensee’s Facilities consistent with **Exhibit C** without further land use review or approval by City, subject to space and structural capacity and loading review by City during the Supplement Application review process. Subject to City’s reasonable review and approval, Licensee may modify the design configurations and/or Facilities specifications set forth in **Exhibit C** upon written notice to City. City shall endeavor to review and either approve or deny

such revisions within thirty (30) days and the Parties shall cooperate to promptly amend **Exhibit C** accordingly.

a. Height and location of equipment. Notwithstanding any other provision in this Agreement to the contrary, in no event may any Node antenna or supporting Node equipment placed on a Streetlight Pole or Licensee installed pole be placed less than eight feet (8') above the ground/sidewalk or lower if necessary to comply with the American's with Disabilities Act requirements, and this Agreement does not authorize the placement of any equipment or other item in violation of any applicable law, such as the Americans with Disabilities Act.

b. Permits Required. In addition to the City permitting process, Licensee agrees to seek any and all additional local, state and federal approvals that may be required for its deployments. For example, Licensee and any contractor working on its behalf shall have a City Business License and shall obtain necessary encroachment permits. Encroachment permits are required for the following:

- Installing new utilities such as gas, electric, water lines, communications (phone, cable, etc.), cellular equipment, etc.
- Excavating inside the Public right-of-way when proposed by others.
- Performing work and/or construction activities that require traffic control or restricts pedestrians from using the sidewalk areas.
- Tree trimming or landscaping that restricts both vehicular and or pedestrian traffic.

Prior to installation or attachment of any Licensee's Facilities that will include the activities listed above, and after submission of a written Supplement Application, Licensee shall apply for and obtain, or cause to be applied for and obtained, or show proof of existence from the City of an encroachment permit authorizing such installation or attachment.

c. Number of Streetlight Poles. City shall make available to Licensee various Streetlight Poles located within the City's Right-of-Way for the placement of Licensee's Nodes in the locations shown on approved Supplements.

Section 5. Scope of Agreement. This Agreement shall be interpreted consistent with the following laws and regulations (a) California Government Code Sections 50030, 65964, and 65850.6; (b) California Public Utility Code or the Telecommunications Act of 1996 including but not limited to those rights set forth in Section 253(c); and (c) Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (H.R. 3630, P.L. 112-96).

a. Limitations on License. Nothing herein creates a real property interest or creates a landlord-tenant relationship. Licensee cannot avail itself of rights afforded to tenants under the laws of the State of California.

b. Preference for Municipal Facilities. If Licensee has a choice of attaching its equipment to either Municipal Facilities or third-party-owned property in the Public Right-of- Way, Licensee agrees to use good faith efforts to attach to the City Municipal

Facilities, provided that (i) such City Municipal Facilities are at least equally suitable functionally for the operation of the Network and (ii) the fee and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to Licensee of attaching to the alternative third-party-owned property. In the event that no suitable Municipal Facilities are functionally suitable, Licensee may, at its sole cost and expense, install its own poles. Design, location and height of proposed Licensee poles shall be reviewed and be subject to approval by the City prior to installation. Licensee's Facilities and poles must conform as closely as practicable with the design and color of poles existing in the vicinity of Licensee's Facilities or pole location.

c. No Warranty. City makes no warranty or representation whatsoever, whether express or implied, regarding the suitability of any Licensed Area for Licensee's use. Licensee has inspected Licensed Area and accepts the same "AS IS." Licensee agrees that neither the City nor its agents have made, and the City expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the physical, structural or environmental condition of the Licensed Area, the present or future suitability of the premises for the permitted use, or any other matter related to this Agreement. City is under no obligation to perform any work or provide any materials to prepare the Licensed Area for Licensee.

d. Replacement Street Light Pole. For replacement of a City Street Light Pole, the Licensee shall be responsible for all costs to procure and install a Replacement Light Pole consistent with City standards, see **Exhibit D**. The Replacement Light Pole shall be subject to the review and approval of the City. Upon completion of its installation and acceptance by City, Replacement Light Pole shall become the City's property. Licensee shall execute any commercially reasonable documents required by the City to cause the Replacement Light Pole to transfer of ownership to the City. In the event a City Street Light Pole has been removed and a Replacement Light Pole for that City Street Light Pole has not been accepted by the City prior to the termination of this Agreement, Licensee shall be responsible for all costs and expenses associated with making such commercially reasonable adjustments to the Replacement Light Pole so that it is consistent with City standards. Such light pole shall be subject to the review and approval process set forth herein.

Section 6. Compensation.

a. Compensation. Licensee shall compensate City consistent with the FCC Wireless Infrastructure Order. Those fees are as follows:

- \$500 for non-recurring fees, including a single up-front application that includes up to five Small Wireless Facilities, with an additional \$100 for each Small Wireless Facility beyond five, or \$1,000 for non-recurring fees for a new pole (i.e. not a collocation as defined in the FCC Wireless Infrastructure Order) intended to support one or more Small Wireless Facilities.
- \$270 per Small Wireless Facility per year for all recurring fees.

b. Payment Terms and Audit. Licensee shall pre-pay the amount specified in subsection (a) for the period from the Supplement Commencement Date through the end of the calendar year within sixty (60) days of the Supplement Commencement Date. Subsequent payments shall be made annually and received by the City within (60) days of receipt of invoice in advance of the upcoming calendar year.

c. Reserved.

d. Annual Fee Adjustment. At the start of each calendar year, the compensation rates in connection with each Supplement will be increased annually by three percent (3%) of the previous year's compensation rate.

e. Delinquent Payment. Payments not received within thirty (30) days of the due dates as specified above shall accrue interest at a rate of five percent (5%) per annum from the due date. Notwithstanding the provisions of this subparagraph, failure to make payments pursuant to the terms provided herein shall constitute a material default of the terms of the Agreement, subject to the terms stated in Section 33, "Termination." Licensee assumes all risk of loss and responsibility for delinquent payments.

f. Future FCC Rulings/Findings. In the event the FCC Wireless Infrastructure Order is reversed, stayed, or altered in a significant manner by the FCC or a court of competent jurisdiction ("Subsequent Action"), either Party to this Agreement may request that the Parties confer whether the Agreement should be modified, and, if so, both Parties agree to negotiate in good faith any changes required as a result of the Subsequent Action.

Section 7. Assignment or Transfer of Authorization. Except as allowed by subsection (a) of this Section, Licensee shall not sell or transfer its operation, or directly or indirectly assign or delegate any of its interests or rights, and obligations under this Agreement to a third party without the express written consent of the City. The City shall not unreasonably withhold condition, or delay its consent under this Section.

a. The transfer of the rights and obligations of Licensee to a parent, subsidiary, or other affiliate of Licensee or to any successor in interest or entity acquiring more than fifty percent (50%) of Licensee's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City.

b. Licensee shall give at least sixty (60) days' prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer.

c. Each assignee shall assume all obligations of Licensee under this Agreement and each assigned Municipal Facilities will be and remain liable jointly and severally with Licensee for all obligations to be performed by Licensee until and unless the assignee signs a written agreement, in a form reasonably acceptable to the City, to unconditionally assume all Licensee's obligations under this Agreement and any Supplement issued hereunder. No assignment will be binding on the City unless Licensee or the assignee delivers to the City evidence reasonably satisfactory to the City that the assignee has obtained all required regulatory approvals necessary to

install, maintain and operate the Municipal Facilities and any other associated improvements or personal property, a copy of the assignment agreement (or other document reasonably satisfactory to the City in the event of an Exempted Transfer), consistent with the requirements of this Section. However, the failure or refusal of an assignee to execute such instrument of assumption will not release such assignee from its liability as set forth in this Section. Except for an Exempted Transfer, Licensee shall reimburse the City on demand for any reasonable costs that the 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. The City agrees that its right to reimbursement under this Section during the Term shall not exceed \$2,000 for each request.

Section 8. Responsibility of Licensee/Maintenance. The Licensee, on the Licensee's own behalf and on behalf of any successor or assign(s), hereby assumes all responsibility, financial or otherwise, for the permitted use of the Public Rights-of-Way property, City Municipal Facilities, and the planning, design, installation, construction, maintenance, repair, operation and complete and proper removal of Licensee's Facilities. The uses granted herein shall be undertaken without risk or liability whatsoever on the part of the City. All construction, installation, removal, repair and maintenance work shall be performed by Licensee and at Licensee's sole cost and expense in accordance with applicable law, using generally accepted construction standards.

Licensee shall ensure that Licensee's Facilities are maintained in a clean and safe condition, in good repair and free of any defects. Licensee shall employ reasonable care at all times in the installation and maintenance of Licensee's Facilities and Licensee shall use commonly accepted methods and/or devices to reduce the likelihood of damage, injury or nuisance to the public. The construction, operation, and maintenance of Licensee's Facilities shall be performed by experienced and properly trained, and if required by Law, licensed maintenance and construction personnel.

Section 9. Public Works Operations. Except as provided otherwise in this Agreement, the City and its Agents have the right to access the Licensed Area at any time without notice for any purpose. The City will be liable, if at all, only for the cost of repair to damaged portions of the Small Cell Facilities arising from the gross negligence or willful misconduct of City, its employees, agents, or contractors. The City, its agents, officers, employees or contractors, shall not be liable for any damage from any cause whatsoever to the Small Cell Facilities, specifically including, without limitation, damage, if any, resulting from the City's maintenance operations adjacent to the Small Cell Facilities or from vandalism or unauthorized use of the Small Cell Facilities, except to the extent such damage is caused by the gross negligence or willful misconduct of City, its agents, officers, employees or contractors. The City will in no event be liable for indirect or consequential damages.

a. **Repairs, Maintenance and Alterations to Municipal Facilities.** The City and/or the City's Public Works Department will: (1) maintain and repair Municipal Facilities as needed, in its sole judgment, for its street light operations and other municipal functions; (2) correct any immediately hazardous condition. Except as provided in Section 33 (Termination), and excluding conditions that arise from the City's

or its Agents' gross negligence or willful misconduct, neither any City work on any Municipal Facility nor any condition on any Municipal Facility will: (a) entitle Licensee to any damages; (b) excuse or reduce any obligation by Licensee to pay any license charges or additional fees or perform any covenant under this Agreement; or (c) constitute or be construed as a constructive termination of this Agreement.

b. Repairs, Maintenance and Alterations to the Licensed Area. The City may, at any time, alter, add to, repair, remove from and/or improve the Licensed Area in whole or in part for any operational purpose, which includes without limitation maintenance and improvements in connection with street light services and compliance with laws; provided (1) the City makes a good-faith effort to provide advance notice to Licensee's representative as soon as reasonably practicable; (2) the City allows Licensee's representative to observe the City's work; and (3) the City takes reasonable steps not to disrupt Licensee's ordinary operations on the area where Licensee's Facilities are located. The provisions in this Section 9(b) will not be construed to allow Licensee's ordinary operations to impede or delay the City's authority and ability to make changes to the area where Licensee's Facilities are located, necessary to maintain street light services.

c. Destruction of City Facilities. In the event that a Municipal Facility is rendered unusable through the action of a third party, including, but not limited to, a vehicle involved in a collision with such facility, City's sole responsibility shall be to notify Licensee of such action, and, if necessary, transport any Network Equipment located or attached to such facility to City's Corporate Yard and make such equipment and facilities immediately available for retrieval by Licensee. City shall use reasonable care to preserve such but shall not be responsible for any damage to the equipment resulting from the transportation or storage as stated herein. Licensee shall be responsible for reattaching the Network Equipment to a Municipal Facility, but has no obligation to do so and may choose to terminate the Supplement referencing that Network Equipment in accord with Section 33 herein. The City shall have no responsibility to replace the Municipal Facility with a structure that is capable for accommodating the Network Equipment. If City chooses to not replace such Municipal Facility, (i) Licensee shall have the ability, but not the obligation, to replace the Municipal Facility rendered unusable with a structure that is capable for accommodating the Network Equipment, subject to City written approval; or (ii) City will make another reasonably equivalent Municipal Facility which provides substantially similar signal coverage for Licensee's Facilities available for use in accordance with and subject to the terms and conditions of this Agreement.

d. Emergencies. In emergencies that imminently threaten injury to person or property, or loss of life, the City's work will take precedence over Licensee's operations, which includes without limitation any equipment operated on the Licensed Area, and the City may access the Licensed Area in whole or in part as the City deems necessary in its sole determination and in accordance with this Section 9 (d), whether the City has notified Licensee of such emergency or not. When safe and practicable, the City will notify Licensee of any emergency that requires the City to remove or replace any Municipal Facility and will allow Licensee to remove its equipment before the City removes or replaces the Municipal Facility; provided, however, the City will remove the equipment from the Municipal Facility when in the City's sole determination it would (1)

be unsafe or not practicable to wait for Licensee to perform the work; (2) cause significant delay; or (3) otherwise threaten or compromise public safety or public services. The City will remove any equipment with reasonable care and store the equipment for retrieval by Licensee and the City will provide notice as soon as reasonably practicable after such emergency, but in no event later than 24 hours after the emergency. Licensee shall have the right to reinstall such removed equipment or equivalent equipment at Licensee's sole expense on the repaired or replaced Municipal Facility. The City's removal of Licensee's equipment in emergencies will not be deemed to be a forcible or unlawful entry onto the Licensed Area or any interference with Licensee's contractual privilege to use the Licensed Area where Licensee's Facilities are located.

Section 10. Disconnection. Licensee shall, at its sole expense, protect, support, temporarily disconnect, relocate, modify or remove all or any portion of Licensee's Facilities at the time and in the manner required by the City for the construction or expansion of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines or other capital improvement project within City's jurisdiction undertaken by or on behalf of City. Except in an emergency, the City shall give prior ninety (90) days' advance written notice pursuant to Section 32 (Notices) describing where the work is to be performed. Should an emergency require that the City undertake immediate maintenance, repair or other action, Licensee shall take the measures required under this Section 10 within seventy-two (72) hours of receiving notice from the City.

If Licensee does not protect, temporarily disconnect, relocate, or remove Licensee's Facilities within the time period specified above, City may remove the equipment, facilities, and property and charge Licensee for the cost of removal and storage. Alternatively, upon Licensee's request, City may approve the abandonment of Licensee's Facilities in place. Upon approval, Licensee shall execute, acknowledge and deliver any necessary documents to transfer ownership of the Licensee's Facilities to City.

Section 11. Change in Equipment. If Licensee proposes to install equipment which increases the loading on the applicable Municipal Facility or involves placement of equipment outside the area designated in the Supplement, then Licensee shall first obtain the approval for the use and installation of the equipment from the City, such approval not to be unreasonably withheld, conditioned or delayed. To the extent that a modification to the equipment involves only substitution of substantially similar equipment, will be in compliance with applicable laws (such as radio-frequency emission standards), does not result in any change to the external appearance, does not increase the dimensions or weight of the equipment, and does not cause any external impacts, such as additional electrical load or interference, Licensee may proceed with such modification without obtaining City approval. In addition to any other submittal requirements, at City's request, Licensee shall provide load calculations for all Licensee Facilities it intends to install in the Public Rights-of-Way, notwithstanding original installation or by way of equipment type changes.

Section 12. Repair of Facility. Licensee shall repair or refinish, after providing the City notice, at Licensee's sole cost and expense any surface or other portion of the

Public Rights-of-Way property or City Municipal Facilities that is disturbed or damaged during the construction, installation, maintenance, or operation of Licensee Facilities. Without limiting any other available remedies, if Licensee fails to repair or refinish such damage, City may in its sole discretion, but without any obligation to do so, repair or refinish the disturbance or damage and Licensee shall reimburse City all costs and expenses incurred in the repair or refinishing of such property.

Licensee agrees to give the City notice of the need for any repair to any surface or other portion of the Public Rights-of-Way property or City Municipal Facilities promptly after Licensee discovers any damage from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions unless caused by the acts, omissions or negligence of Licensee or its Agents or Invitees.

Section 13. Relocation of Facilities. City may require Licensee to remove or relocate one or more of Licensee's Facilities. Licensee shall at City's direction remove or relocate such Licensee's Facilities at Licensee's sole cost and expense, whenever City reasonably determines that the removal or relocation is needed for any of the following purposes; (a) if required for the construction, completion, repair, relocation of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines or other capital improvement project within City's jurisdiction undertaken by or on behalf of City; (b) where the Licensee's Facilities interfere with or adversely affect the proper operation of City owned Streetlight Poles, Traffic signals, or communications, or other Municipal Facilities and such interference cannot be resolved; (c) a change in status of City right of way (i.e. street vacation consistent with California Streets and Highway Code); or (d) to protect or preserve the public health or safety. In any such case, City shall use its best efforts to provide Licensee a reasonably equivalent alternate location. If Licensee fails to remove or relocate any Licensee's Facilities within ninety (90) days of receipt of written notice from City of such relocation in the case of (a) and (c) above and within a reasonable time under the circumstances in the case of (b) and (d) above, City may relocate the Licensee's Facilities at Licensee's sole cost and expense, without further notice to Licensee.

Section 14. Licensee to Bear All Costs. The Licensee, or any successor or authorized assign, shall bear all costs incurred in connection with the planning, design, installation, construction, maintenance, repair, operation, modification, disconnection, relocation and removal of the Licensee Facilities. The Licensee shall be responsible and shall bear the cost of any movement to, damage to or repair of Licensee's Facilities due to repair, maintenance and/or failure/collapse of any existing gas, water, and sewer lines or any other improvements or works approximate to Licensee's Facilities. Licensee agrees to bear this cost regardless of whether or not such damage may be directly or indirectly attributable to the installation, operation, maintenance, repair or upgrade work on the Licensee's Facilities, unless the damage results from the active negligence or willful misconduct of the City, its officers, agents or employees. These costs include electrical utility charges to the applicable utility company based upon the Licensee Facilities usage of electricity and applicable tariffs.

Section 15. Future Rules or Orders. The Licensee or any successor or

authorized assign, shall abide by any agreements, rules, regulations, orders, or directives governing the use of the Public Rights-of-Way property or City Municipal Facilities as the City may find necessary and appropriate in executing its responsibilities for public right-of-way management and wireless site regulation, provided, such rules or orders shall not apply retroactively unless required by Laws.

Section 16. Licensee to Submit Acceptable Plans. Prior to construction and installation of Licensee's Facilities and in conjunction with the Supplement Application, Licensee shall, at its sole cost and expense, prepare and submit, together with payment of all related fees, any and all reasonable plans and specifications required by the City, which shall include detailed maps showing the planned construction, the size and the location and number, and any other details regarding the placement of appurtenant above-ground equipment to be located in the Public Rights-of-Way and on City Municipal Facilities or existing third-party infrastructure. The City Planning Division of the Community Development Department shall be authorized to review the plans and specifications and to impose such requirements as are necessary to protect the public health and safety and to minimize any negative impact on aesthetics in the case of the above-ground improvements in accordance with FCC standards and regulations. The City Planning Division shall be authorized to require an alternate location for the Licensee's Facilities on Municipal Facilities to avoid conflict with public safety as well as other permitted uses in or future public needs of the Public Rights-of-Way identified in this Agreement. Licensee shall, at its sole cost and expense, submit traffic control plans for City approval. The City reserves the right to inspect the installation and maintenance of Licensee's Facilities at any time during the term of this Agreement and subsequent term extension if applicable. Licensee shall pay all plan check, inspection and other related fees prior to the issuance of any permit for the installation and construction of Licensee's Facilities. All work within the Public Rights-of-Way and Municipal Facilities or existing third-party infrastructure shall be performed in strict compliance with plans and permits approved by the City.

Section 17. Licensee to Secure Approval and Permits. Licensee agrees that Licensee's ability to use the Public Rights-of-Way and Municipal Facilities and any third-party infrastructure for the purposes contemplated by this Agreement is dependent upon Licensee obtaining and maintaining all of the certificates, permits and other approvals which may be required by other federal, state or local authorities and any easements which are required from any third parties.

Section 18. As Built Drawings to be Provided. The Licensee shall provide as-built drawings, in any format reasonably acceptable to the City, detailing the location of Licensee's Facilities installed pursuant to this Agreement within sixty (60) days after Licensee's Facilities are installed.

Section 19. Liability Insurance during the term of this Agreement. Throughout the life of the Agreement, Licensee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company (ies) eligible to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide. The following policies of insurance are required, and the City reserves the right to update insurance requirements once per term, with sixty (60) days advanced written notice to Licensee:

- a) COMMERCIAL GENERAL LIABILITY insurance Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 or its equivalent and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability with limits of \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.
- b) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage. Commercial Automobile Liability coverage is required if automobiles are to be operated on city-owned property or within City right-of-way.
- c) WORKERS' COMPENSATION insurance as required under the California Labor Code.

Licensee shall be responsible for payment of any deductibles or self-insured retentions contained in any insurance policies required hereunder.

Licensee will provide at least thirty (30) days written notice to the City of cancellation or non-renewal of any required coverage that is not replaced. Upon issuance by the insurer, broker or agent of a notice of cancellation or non-renewal, Licensee shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy(ies) is due to expire before the completion of the Agreement, Licensee shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 10 calendar days prior to the expiration date of the expiring policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and include the City and its officers, officials, employees and agents as additional insured's. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary and no contribution shall be required of City. To the extent allowed by law, the required Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees and agents. Licensee shall furnish City with the certificate(s) and applicable endorsements for all required insurance fourteen (14) days prior to the start of work. NOTE: A Certificate of Insurance is not acceptable. The Certificate of Insurance must be accompanied by the additional insured and primary insurance endorsements.

If Licensee retains any contractor or subcontractor to perform any of the Work to be performed under this Agreement, Licensee shall require each contractor or subcontractor to provide insurance protection in favor of City, its officers, officials, employees and agents in accordance with the terms of the Agreement. Any contractor or subcontractor performing work on behalf of Licensee shall likewise be required to name City its officers,

officials, employees and agents as additional insured's as required herein. Licensee shall obtain certificates and endorsements from such contractors or subcontractors before the commencement of any work.

If Licensee is required to provide certified copies of insurance policies to any court or government agency pursuant to a written court order, subpoena, regulatory demand, or process of law, the City must, unless prohibited by applicable law, first provide Licensee with prompt written notice of such requirement and the City should seek reasonable protective arrangements and non-disclosure agreements for the production of such insurance policies. Before releasing to any court or government agency, these protective arrangements and non-disclosure agreements are subject to final review and approval by Licensee. The City will (a) take reasonable steps to limit any such provision to the specific insurance policies required by such court or agency, and (b) continue to otherwise protect insurance policies disclosed in response to such order, subpoena, regulation, or process of law as confidential and proprietary in nature.

If at any time Licensee fails to maintain the required insurance in full force and effect, all work permitted thereunder shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure by Licensee to provide or maintain the required insurance shall be considered a material breach of the Agreement.

The fact that insurance is obtained by Licensee shall not be deemed to release or diminish its liability, including but not limited to, liability under the indemnity provisions on this Agreement. Licensee's duty to defend and indemnify City shall apply to all claims and liabilities, regardless of whether any insurance policies are applicable. The policy limits stated herein do not act as a limitation upon the amount of indemnification required to be provided by Licensee.

Section 20. Accident Reports. Licensee shall, within forty-eight (48) hours after occurrence, report to City any accident causing property damage or any serious injury to persons resulting from any of Licensee's activities under this Agreement. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

Section 21. Indemnification.

a. To the fullest extent permitted by law, Licensee shall indemnify and defend City, its officers, agents, employees, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any acts or alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Licensee, its officers, employees, servants, agents, or subcontractors in any way related to Licensee's use of Public Rights-of-Way and Municipal Facilities in performance of this Agreement except to the extent that the claims or losses arise from the gross negligence or willful misconduct of the City or its Agents. Such costs and expenses shall include, but are not limited to, reasonable attorneys' fees incurred by counsel of City's choice regardless of

whether resolution proceeds to judgment or not. Accordingly, the provisions of this indemnity provision are intended by the Licensee and City to be interpreted and construed to provide the fullest protection possible to City under the law. Licensee acknowledges that City would not enter into this Agreement in the absence of Licensee's commitment to indemnify and protect City as set forth herein.

b. Licensee shall hold City harmless and bear all risk of loss or damage of Licensee's Facilities and materials installed in the Public Rights-of-Way and on Municipal Facilities pursuant to this Agreement and City shall not be liable for any costs or expenses of repair to damaged Licensee's Facilities including, but without limitation, damage caused by forces of nature or by City's removal of Licensee's Facilities, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the City, its officials, employees, agents, contractors, subcontractors or volunteers.

c. City does not, and shall not, waive any rights that it may possess against Licensee because of the acceptance by City, or the deposit with City, of any insurance policy or certificate by Licensee as required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless, of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

d. The above sub-sections of this Agreement notwithstanding, except for each party's indemnity obligations hereunder, and damages arising from either party's negligence or willful misconduct, neither party shall be liable to the other party or to any third party for any incidental, consequential, or punitive damages arising out of or related to this Agreement, even if the party has been advised of the possibility of such damages.

Section 22. Hazardous Materials. Licensee covenants and agrees that neither Licensee nor any of its 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 the Licensed Area or any other part of City property, or transported to or from any City property, in violation of environmental laws. Licensee may use such quantities of hazardous materials as needed for routine operation, cleaning and maintenance of Licensee's Facilities that are customarily used for routine operation, cleaning and maintenance of such equipment and so long as all such hazardous materials are contained, handled and used in compliance with environmental laws. Licensee shall immediately notify the City if and when Licensee learns or has reason to believe any release of hazardous material has occurred in, on, under or about the Licensed Area or other City property.

a. Licensee's Environmental Indemnity. If Licensee breaches any of its obligations contained in this Section 22, or if any act, omission, or negligence of Licensee or any of its agents or invitees in the performance of activities pursuant to this Agreement results in any contamination of the Licensed Area or other City property, or in a release of hazardous material from, on, about, in or beneath any part of the Licensed Area or other City property, or the violation of any environmental law, then

Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless the City, including its agents, and their respective successors and assigns from and against any and all Claims (including, but not limited to, sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees and related costs) arising during or after the Term relating to such release or violation of environmental laws; provided, however, Licensee shall not be liable for any claims to the extent such release was caused by the gross negligence or willful misconduct of the City or its agents. Licensee's indemnification obligation includes costs incurred in connection with any activities required to investigate and remediate any hazardous material brought onto the Licensed Area or other City Property by Licensee or any of its agents or invitees and to restore the Licensed Area and other City Property to its condition prior to Licensee's introduction of such hazardous material or to correct any violation of environmental laws. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other indemnified parties from any claim that actually or potentially falls within this indemnity 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 the indemnified party and continues until the claim is finally resolved. Without limiting the foregoing, if Licensee or any of its agents or invitees causes the release of any hazardous material on, about, in, or beneath the Licensed Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any indemnified party, take any and all necessary actions to return the Licensed Area and other City Property, as applicable, to the condition existing prior to the release of any such hazardous materials on the Licensed Area 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 the City or its Agents. Licensee shall afford the 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.

Section 23. Revocation of Authorization. If the Licensee fails to comply with any of the material terms and conditions of this Agreement beyond any applicable cure periods and/or any applicable law, the City may revoke the authorization granted herein, subject to the terms and conditions stated in Section 33, "Termination."

Section 24. Terms and Conditions Specific to this Agreement. The terms and conditions of this Agreement shall apply solely to Licensee's Facilities and the Public Rights-of-Way and Municipal Facilities described in approved Supplements, and shall not apply to, nor establish any precedent for, the conditions the City may impose upon Licensee if Licensee seeks to provide other telecommunications services or cable services to the public for hire within the City.

Section 25. Reservation of Rights. The rights granted by this Agreement are granted based upon representations by Licensee that its federal and state grants or certificates authorize construction and operation of activities in relation to this Agreement.

Section 26. Governing Law: Jurisdiction. This Agreement shall be governed

and construed by and in accordance with the laws of the United States and the State of California without reference to general conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the State courts of Orange County, California or in the United States District Court, Southern District of California. Nothing in this section shall be interpreted to preclude either party's right to seek redress from the Federal Communications Commission.

Section 27. Amendment of Agreement. This Agreement shall not be changed, modified or amended except by a writing signed by both parties.

Section 28. Merger Clause. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein. Each party has relied on advice from its own attorneys, and the warranties, representations, and covenants of this Agreement itself.

The terms and conditions of this Agreement shall bind and inure to the benefit of City and Licensee and, except as otherwise provided in this Agreement, their respective heirs, distributees, executors, administrators, successors, and assigns.

Section 29. Severability. If any part of any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement is finally determined to be invalid or unenforceable under applicable law, that part or provision shall be ineffective to the extent of such invalidity only, and the remaining terms and condition shall be interpreted so as to give the greatest effect to them.

Section 30. Taxes. Licensee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Licensee or the Licensee's Facilities, including any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Licensee or levied by reason of the business or other Licensee activities related to this Agreement, including any licenses or permits. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and Licensee agrees it shall be solely responsible for the payment of these taxes. Licensee further understands and acknowledges that any sublicense or assignment permitted under this Agreement and any exercised options to renew or extend this Agreement may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Agreement.

Licensee shall also be responsible for all utilities imposed on Licensee's property.

Section 31. Non-Exclusivity. Neither this Agreement nor the permit granted hereunder is exclusive. The City reserves the right to enter into co-location agreements with other parties, including but not limited to telecommunications and information services providers for use of the Public Rights-of-Way or Municipal Facilities.

Section 32. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt. A notice shall be deemed given when properly sent and received, refused or returned undelivered. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith.

LICENSEE:
New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Wireless Installation on Public Structures
(City of Moreno Valley) (CA)
FA No.: _____
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

CITY:
City of Moreno Valley
Public Works Director
PO Box 88005
14177 Frederick Street
Moreno Valley, CA 92552-0805

With a copy to: (if applicable)

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept. - Network Operations
Re: Wireless Installation on Public Structures
(City of Moreno Valley) (CA)
FA No.: _____
208 S. Akard Street
Dallas, TX 75202-4206

City of Moreno Valley
City Attorney
PO Box 88005
14177 Frederick Street
Moreno Valley, CA
92552-0805

Section 33. Termination.

a. This Agreement may be terminated with respect to the Supplement pertaining to a default by either party upon forty-five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion,) provided that the grace period for any monetary default shall be thirty (30) days from receipt of notice. Should Licensee use Licensee's Facilities for a purpose that requires additional City approvals that have not been obtained, City may terminate the applicable Supplement with respect to such Licensee's Facilities in the manner authorized by this Section.

b. Licensee may terminate any Licensee's Facility in the right of way for Licensee convenience with thirty (30) days of notice to City. All payments due to City for the affected the Licensed Area shall cease upon full removal of Licensee's Facility and full repair of the Licensed Area. If for any reason other than force majeure,

Licensee ceases operation of any of Licensee's Facilities for a period of more than ninety (90) days, Licensee shall within 30 days thereafter cause the full removal of such Licensee Facility/Facilities and, and have fully repaired the relevant Licensed Area. If such removal disturbs the Right-of-Way, Licensee shall also, at its sole cost and expense, restore the Right-of-Way to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment or other aesthetic improvements made by Licensee.

c. If Licensee cannot obtain all regulatory approvals required for any Licensee Facility after one year from the subject Supplement Commencement Date, then either the City or Licensee may terminate the applicable Supplement on 60 days' notice to the other party delivered within 10 days after the first anniversary of that Supplement's Commencement Date. The parties agree that the Supplement Commencement Date will be deemed to have not occurred for any Supplement terminated, and Licensee will have no obligation to pay the applicable fees for that Supplement.

Section 34. Removal Due to Termination. Except to the extent prohibited by Law, no later than one hundred eighty (180) days after termination of a Supplement or the Agreement, Licensee shall, at its sole cost and expense, remove its Facilities and, if such removal disturbs the Right-of-Way, restore Right-of-Way to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Licensee to the Right-of-Way. Alternatively, the City may allow Licensee, in the City's sole and absolute discretion, to abandon its Facilities, or any part thereof, in place and convey it to the City. Licensee shall replace any removed City-owned pole with a matching new pole.

Section 35. Other Regulations. All use of the Public Rights-of-Way and Municipal Facilities by Licensee under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable City rules and regulations and ordinances now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any legislative, regulatory, judicial, or other action ("New Law") be renegotiated to conform to the New Law on a going forward basis for all existing and new Licensee Facilities, unless the New Law requires retroactive application, except that, notwithstanding a New Law, the Compensation rates shall remain unchanged for any Licensee Facilities in place as of the time the New Law became effective. In the event that the Parties are unable to agree upon such new rates, terms or conditions within ninety (90) days after such notice, then any rates contained in the New Law shall apply as of the effective date of the New Law forward (except as to the Compensation rates for any Licensee Facilities in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the parties are negotiating.

Section 36. Related Actions. By the granting of this Agreement, neither City nor the Council of the City is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the use of the Public Rights-of- Way and Municipal Facilities. Discretionary action includes, but is not limited to, permits, environmental clearances or any other governmental agency approvals, which may be required for the development and operation of the Licensee's Facilities within the Public Rights-of-Way and Municipal Facilities.

Section 37. Use of the Public Rights-of-Way. Licensee acknowledges that the paramount use of Public Rights-of-Way Property or Municipal Facilities is for the public. Licensee agrees to coordinate use of the Public Rights-of-Way Property or Municipal Facilities with City so as not to conflict with City's programs and activities.

Section 38. Eminent Domain. If City receives notice of a proposed taking by eminent domain of any part of the Licensed Area or the easements in connection with a Municipal Facility, City will notify Licensee of the proposed taking within five (5) days of receiving said notice and Licensee will have the option to: (i) declare the applicable Supplement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Licensed Area and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Licensed Area and easements so taken. With either option Licensee shall have the right to contest the taking and directly pursue an award.

Section 39. Business Summary Report. Once per calendar year, City may submit a written request to Licensee for a business summary report pertaining to Licensee's rent obligations for the prior twelve (12) month period, and Licensee shall provide such written accounting to City within sixty (60) days after Licensee's receipt of such written request.

Section 40. Powers to Enter into Agreement. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensee and the City.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below

*[Execution Pages
Follow]*

CITY:

THE CITY OF MORENO VALLEY

ATTEST:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

[Lessee Execution Page Follows]

This Agreement is executed by Licensee as of the date first written above.

LICENSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A – Intentional Left Blank

EXHIBIT B – SUPPLEMENT APPLICATION

CITY OF MORENO VALLEY

STREET LIGHT ATTACHMENT APPLICATION

NOTE: An executed Master License Agreement for Wireless Facilities in PROW must be on file prior to supplemental application review

MLA approval date: _____

Application Date: _____
 Site Name/Project #: _____
 PW Permit #: _____
 Approved by: _____
 Date: _____

Equipment Owner

Name: _____
 Address: _____
 Contact Name: _____
 Phone #: _____

Applicant (if different than owner)

Name: _____
 Address: _____
 Contact Name: _____
 Phone #: _____

Approval of this Application does not constitute approval for Electric Facility Installation; a separate Application for electric Service Design is required for Electric Service.

This Supplemental Application must be accompanied by Wireless Permit Application that includes antenna/equipment plans, fiber-optic backbone plans, traffic control plans, pole elevations, photo simulations, and structural calculations

SMALL CELL ANTENNA - ATTACHMENT TO EXISTING STREET LIGHT POLE

Street Light #	Location/GPS Coordinates	Luminaire Attachment Grade	Antenna Grade (Highest Point)	Antenna Grade (Lowest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level	Operating Voltage	Operating Amperage
Notes:											

SMALL CELL ANTENNA - STREET LIGHT POLE REPLACEMENT

Street Light #	Location/GPS Coordinates	Luminaire Attachment Grade	Antenna Grade (Highest Point)	Antenna Grade (Lowest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level	Operating Voltage	Operating Amperage
Existing #											
New # (TBD by MVU)											
Notes:											

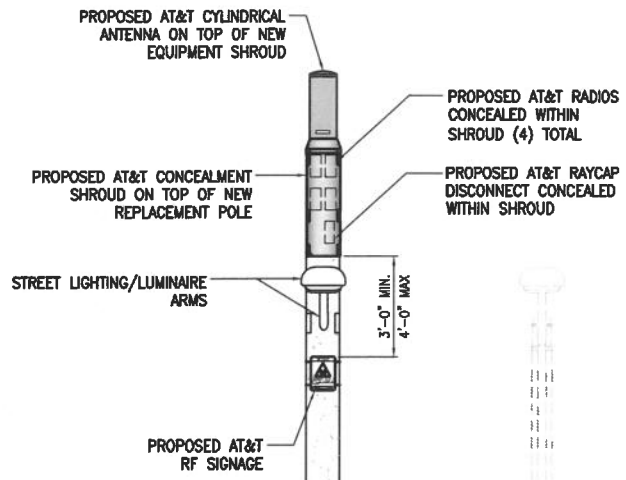
*THIS APPROVED APPLICATION IS A LEGAL SUPPLEMENT TO THE EXECUTED MASTER LICENSE AGREEMENT

EXHIBIT C- AUTHORIZED DESIGNS FOR LICENSEE'S FACILITIES

NOTE:

NEW ANTENNA, EQUIPMENT SHROUD, AND/OR HARDWARE SHOULD BE PAINTED TO MATCH LIGHT POLE FOR CONCEALMENT AS NECESSARY.

- TOP OF PROPOSED ANTENNA
ELEV. = $\pm 34'-9"$ A.G.L.
- RAD CENTER OF PROPOSED ANTENNA
ELEV. = $\pm 33'-9"$ A.G.L.
- BOTTOM OF PROPOSED ANTENNA/
TOP OF EQUIPMENT SHROUD
ELEV. = $\pm 32'-9"$ A.G.L.
- TOP OF REPLACEMENT LIGHT POLE/
BOTTOM OF EQUIPMENT SHROUD
ELEV. = $\pm 29'-3"$ A.G.L.
- TOP OF REPLACEMENT LUMINAIRE
ELEV. = $\pm 28'-11"$ A.G.L.



PROPOSED REPLACEMENT POLE

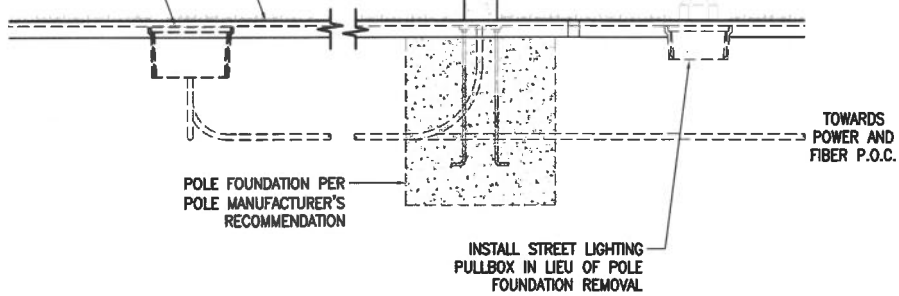
11.8%

EXISTING CONCRETE LIGHTPOLE TO BE REMOVED AND REPLACED

CURB AND GUTTER

PROPOSED AT&T 2'x3' FIBER HANDHOLE (OR APPROVED EQUAL) IN THE RIGHT-OF-WAY

EXISTING GRADE LEVEL
ELEV. = 0'-0" A.G.L.



PICO DESIGN - FRONT ELEVATION

NOTE:

NEW ANTENNA, EQUIPMENT SHROUD, AND/OR HARDWARE SHOULD BE PAINTED TO MATCH LIGHT POLE FOR CONCEALMENT AS NECESSARY.

- TOP OF PROPOSED ANTENNA
ELEV. = $\pm 34'-9"$ A.G.L.
- RAD CENTER OF PROPOSED ANTENNA
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- BOTTOM OF PROPOSED ANTENNA/
TOP OF EQUIPMENT SHROUD
ELEV. = $\pm 32'-9"$ A.G.L.
- TOP OF REPLACEMENT LIGHT POLE/
BOTTOM OF EQUIPMENT SHROUD
ELEV. = $\pm 29'-3"$ A.G.L.
- TOP OF REPLACEMENT LUMINAIRE
ELEV. = $\pm 28'-11"$ A.G.L.

- PROPOSED AT&T CYLINDRICAL ANTENNA ON TOP OF NEW EQUIPMENT SHROUD
- PROPOSED AT&T RADIOS CONCEALED WITHIN SHROUD (4) TOTAL
- PROPOSED AT&T RAYCAP DISCONNECT CONCEALED WITHIN SHROUD
- PROPOSED AT&T CONCEALMENT SHROUD ON TOP OF NEW REPLACEMENT POLE

STREET LIGHTING/LUMINAIRE ARMS (BEYOND)

PROPOSED REPLACEMENT POLE

11.8"

EXISTING CONCRETE LIGHTPOLE TO BE REMOVED AND REPLACED

INSTALL STREET LIGHTING PULLBOX IN LIEU OF POLE FOUNDATION REMOVAL

PROPOSED AT&T 2"x3" FIBER HANDHOLE (OR APPROVED EQUAL) IN THE RIGHT-OF-WAY

CURB AND GUTTER

EXISTING GRADE LEVEL
ELEV. = $0'-0"$ A.G.L.

TOWARDS POWER AND FIBER P.O.C.

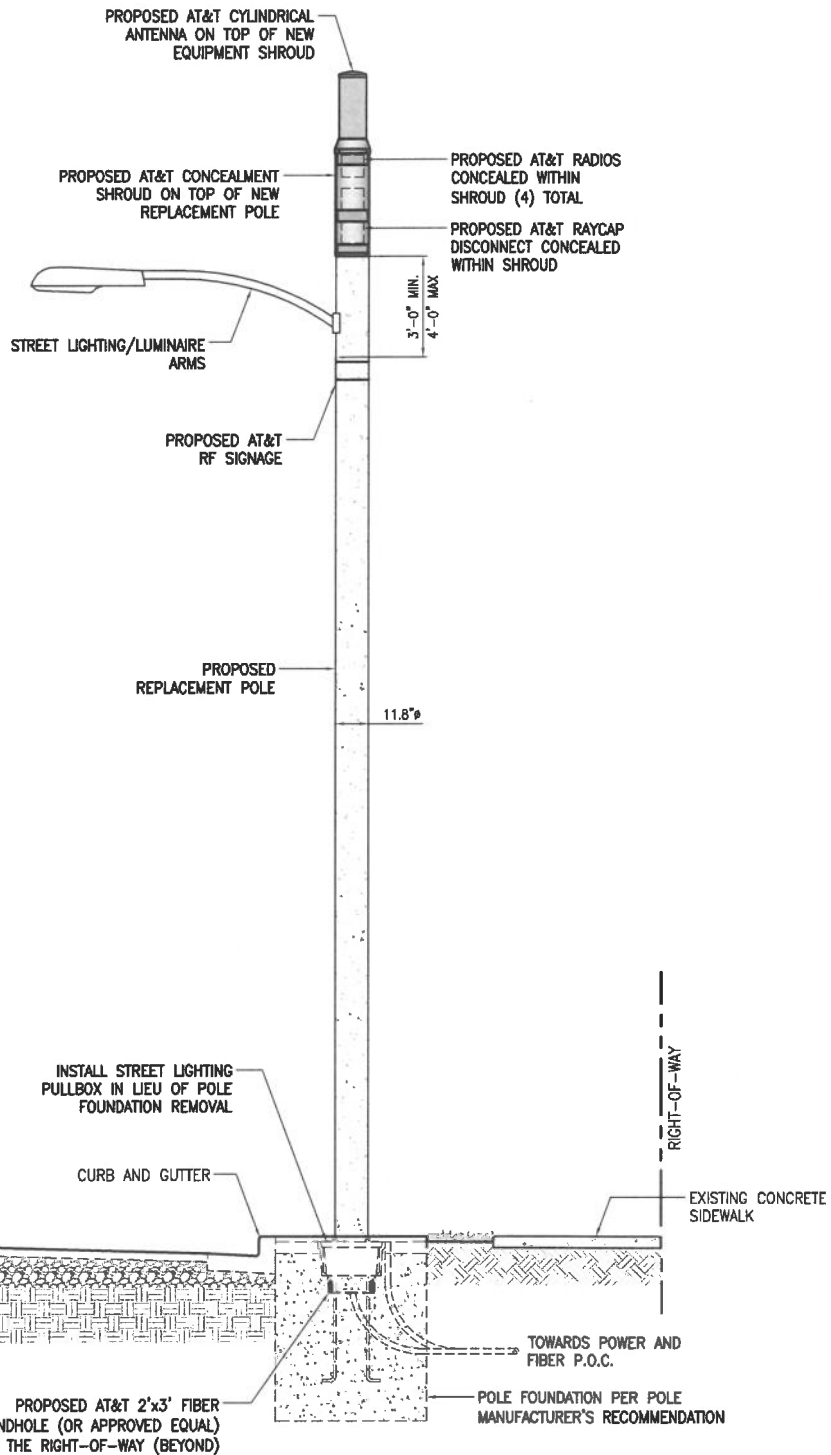
POLE FOUNDATION PER POLE MANUFACTURER'S RECOMMENDATION

PICO DESIGN - REAR ELEVATION

NOTE:

NEW ANTENNA, EQUIPMENT SHROUD, AND/OR HARDWARE SHOULD BE PAINTED TO MATCH LIGHT POLE FOR CONCEALMENT AS NECESSARY.

- TOP OF PROPOSED ANTENNA
ELEV. = $\pm 34'-9"$ A.G.L.
- RAD CENTER OF PROPOSED ANTENNA
ELEV. = $\pm 33'-9"$ A.G.L.
- BOTTOM OF PROPOSED ANTENNA/
TOP OF EQUIPMENT SHROUD
ELEV. = $\pm 32'-9"$ A.G.L.
- TOP OF REPLACEMENT LIGHT POLE/
BOTTOM OF EQUIPMENT SHROUD
ELEV. = $\pm 29'-3"$ A.G.L.
- TOP OF REPLACEMENT LUMINAIRE
ELEV. = $\pm 28'-11"$ A.G.L.



NOTE:

NEW ANTENNA, EQUIPMENT SHROUD, AND/OR HARDWARE SHOULD BE PAINTED TO MATCH LIGHT POLE FOR CONCEALMENT AS NECESSARY.

- TOP OF PROPOSED ANTENNA
ELEV. = $\pm 34'-9"$ A.G.L.
- RAD CENTER OF PROPOSED ANTENNA
ELEV. = $\pm 33'-9"$ A.G.L.
- BOTTOM OF PROPOSED ANTENNA/
TOP OF EQUIPMENT SHROUD
ELEV. = $\pm 32'-9"$ A.G.L.
- TOP OF REPLACEMENT LIGHT POLE/
BOTTOM OF EQUIPMENT SHROUD
ELEV. = $\pm 29'-3"$ A.G.L.
- TOP OF REPLACEMENT LUMINAIRE
ELEV. = $\pm 28'-11"$ A.G.L.

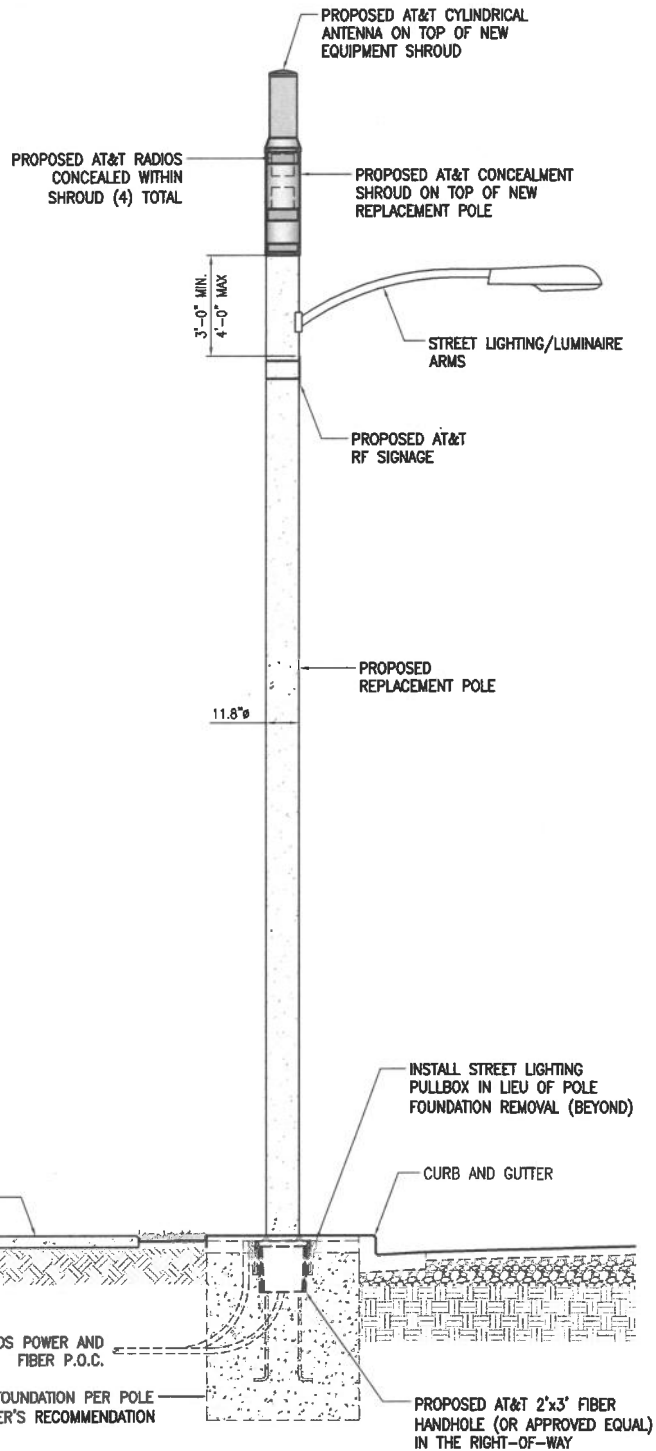
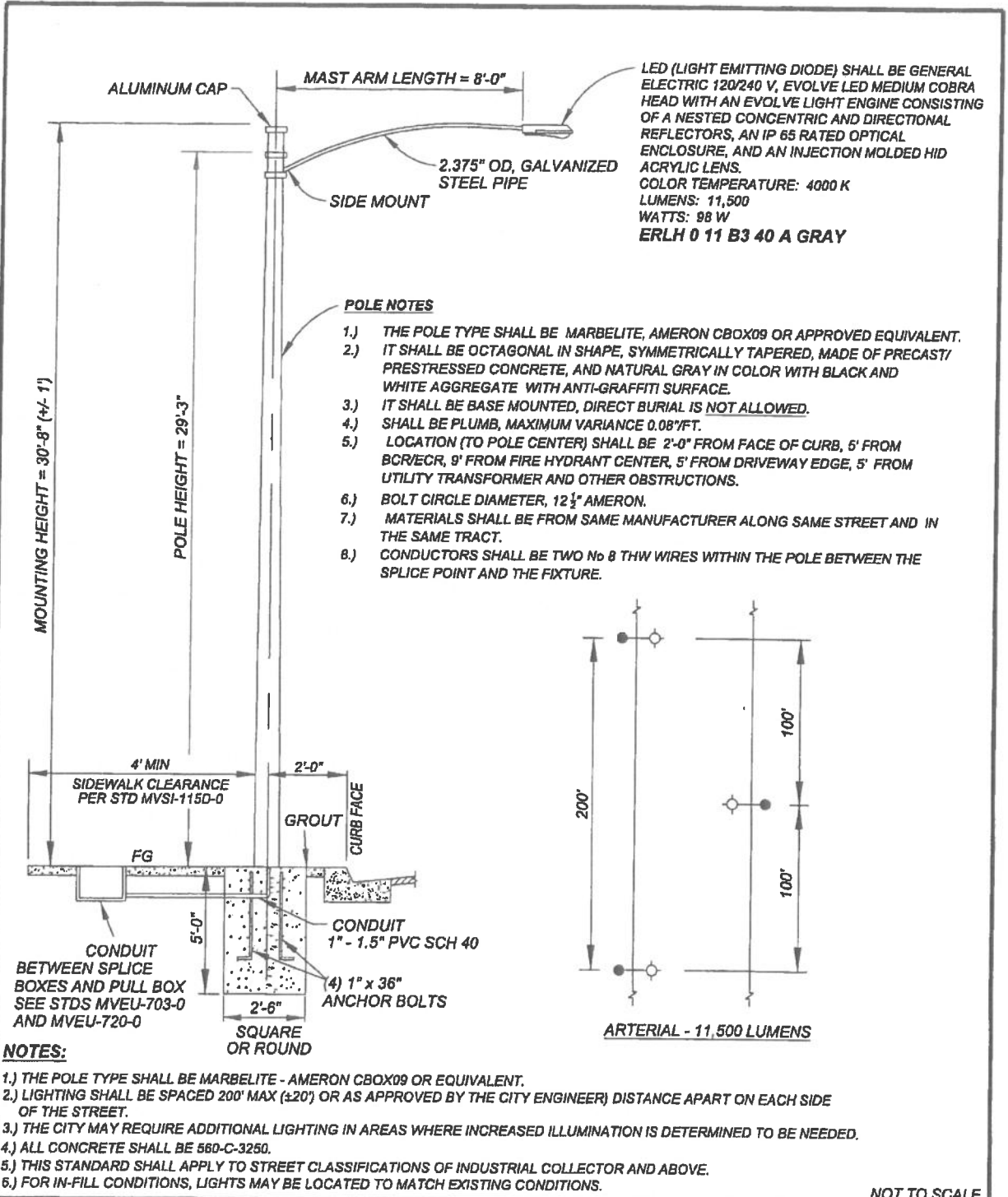



EXHIBIT D- REPLACEMENT STREET LIGHT POLE



	RECOMMENDED: <i>EL</i> DIVISION MANAGER	2/21/18 DATE	CITY OF MORENO VALLEY PUBLIC WORKS DEPARTMENT - TRANSPORTATION ENGINEERING DIVISION	STANDARD PLAN MVLT-400B-2
	APPROVED: <i>Mt. W. W. W.</i> PUBLIC WORKS DIRECTOR / CITY ENGINEER	2/23/18 DATE		

NOT TO SCALE