

MASTER COMMUNICATIONS SITE LICENSE AGREEMENT

THIS MASTER COMMUNICATIONS SITE LICENSE AGREEMENT ("License") dated as of _____, 20__ ("Effective Date"), is entered into between CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company ("Crown"), and the CITY OF CHULA VISTA, A MUNICIPAL CORPORATION ("City") with reference to the following facts.

A. Crown wishes to attach, install, erect, operate, and maintain up to twenty-five (25) various unmanned wireless telecommunications facilities, or substantially similar facilities, on public property under the ownership and/or control of the City for purposes of providing wireless communications services.

B. City is willing to allow Crown to attach, install, erect, operate and maintain the Facilities subject to the terms and conditions set forth herein and in the site specific Schedule of Premises.

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

1. DEFINITIONS:

1.1. Licensed Premises or Premises: The City owns in fee, or controls through easement or other rights, certain real property located in the City of Chula Vista, California. If approved by the City in accordance with this License, portions of such property may be described in a Schedule (defined below). The property described in such City-approved Schedules will constitute and be described and herein as the "Licensed Premises" or "Premises." Licensed Premises may include any appurtenant property the City owns, or controls on which Crown installs utility and transmission lines with City's prior City approval pursuant to Section 2.4 below.

1.2. Schedule: Each Schedule of Premises ("Schedule") shall be substantially in the form attached hereto as Exhibit B and shall include the description of the specific Crown Improvements (defined below), its configuration, and the site specific conditions necessary for approval (hereinafter "Conditions of Approval"). Both parties agree that Schedules may be added or deleted by City from time to time subject to and in accordance with the provisions of this License, including but not limited to Section 5.3 regarding Governmental Approvals. No more than 25 Schedules may be in effect at any one time under this License. Both parties agree that the City may add to, delete, or modify the Conditions of Approval at any time during the term of this License to advance a legitimate and reasonable governmental interest.

1.3. Pre-existing Communications: "Pre-existing Communications" shall be defined as those communications configurations, equipment, and frequencies which exist on City's property or are in use by the City as of the original date of construction of the Crown Improvements covered by an applicable Schedule.

1.4. Crown Improvements or Crown's Improvements: "Crown Improvements" or "Crown's Improvements" shall be defined as a wireless communications facility, including tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto, that are approved by the City in accordance with this License and which are located or proposed to be located per this License on the Licensed Premises. A typical example of the facilities comprising the Crown Improvements is set forth in Exhibit A, attached hereto. Crown Improvements shall exclude light standards or poles located in City rights-of-way, whether or not said light standards or poles are installed by City or Crown. Such excluded improvements shall be owned by City.

1.5. Commencement Date: Upon execution hereof by all parties hereto the Commencement Date of this License shall be the Effective Date. The Commencement Date of this License with respect to each individual Licensed Premise shall be as specified in each related Schedule.

2. PREMISES AND LICENSED USES

2.1. Grant of License. Subject to the terms and conditions of this License and each Schedule, City hereby grants to Crown an exclusive license to access and use the Premises depicted in a City-approved Schedule solely for the use identified in this License.

2.2. Use. The Premises may be used by Crown solely for the construction, repair, maintenance, and operation of City-approved Crown Improvements.

2.3. As-Is. Crown has inspected the Licensed Premises and agrees to accept the Licensed Premises "AS-IS," "WHERE-AS," and "WITH ALL FAULTS" on the date hereof. THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LICENSE, THE LICENSED PREMISES, OR THE REAL PROPERTY OR PROPERTY INTERESTS.

2.4. No Additional Rights or Interests. City's execution of this License does not: (i) confer any right or interest on Crown other than those rights or interests expressly granted to Crown in this License, as such rights or interests are limited and qualified herein; or (ii) create or impose any obligation whatsoever on City with respect to the Licensed Premises, except as expressly provided herein.

2.5. Pre-Construction; Testing. After obtaining prior written approval of the City, Crown may, at any time following the full execution of this License and prior to the Commencement Date under each Schedule, enter the Premises for the purpose of making inspections, engineering surveys (and soil tests where applicable), and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Crown Improvements and for the purpose of preparing for the construction of Crown Improvements at no expense to City. During any Tests or pre-construction work, Crown shall have the insurance coverage set forth in Section 4.4, Insurance, and agrees to defend, indemnify, and hold harmless the City Parties as provided in Section 4.3. Crown shall provide the City with prior notice of any proposed Tests or pre-construction work and will coordinate the scheduling of same with City. Crown, at Crown's sole cost and expense, will restore the Premises to the same condition as existed prior to any such Tests or pre-construction work by Crown.

2.6. Installation of Crown Improvements.

2.6.1. In General. Subject to the terms and conditions in this License and each Schedule, City grants to Crown the right to construct, maintain, and operate Crown Improvements on the Licensed Premises for the use identified in Section 2.2. Crown shall perform all construction and installation work at Crown's sole cost and expense and in a good and workmanlike manner. Title to Crown Improvements shall be held by Crown, and all Crown Improvements shall remain the personal property of Crown and shall not be treated as real property or become a part of any Premises even though affixed thereto. Prior to installation and operation of any Crown Improvements, Crown must obtain any and all required federal, state, and local permits required for such installation and operation. Crown acknowledges and agrees that City permits required include, without limitation, building permits and an City-approved Schedule. City shall exercise reasonable efforts to process Schedule applications within forty-five (45) days after the submittal of a completed application. In addition, except in the event of an emergency, all work shall be scheduled in advance and coordinated with parks operations personnel, onsite recreational staff, Public Works, Engineering, or other City staff as appropriate prior to commencement of the work to minimize the potential for conflicts with City programs or activities occurring on the site. Crown agrees that the site will not be activated until the City has inspected and approved final construction, which shall not be unreasonably withheld, conditioned, or delayed. Absent such inspection and approval within a reasonable time period, Crown may appeal to the City Manager.

2.6.2. Location of Crown Improvements. The location of Crown Improvements on the Licensed Premises shall be subject to the Zoning Administrator's prior approval. In deciding whether to approve a location, the Zoning Administrator may take into consideration, among other things, the City's goal to assure that wireless telecommunication networks are completed with the fewest possible facilities, in the least visible fashion, and with

the least disruptive impact on neighborhoods and communities within the City of Chula Vista. For example, denying or conditionally approving a location to preserve and enhance the aesthetic qualities of the City of Chula Vista shall not be deemed unreasonable. City approval shall be deemed given once the Zoning Administrator has approved the Schedule of Premises with associated Conditions of Approval. If a proposed schedule is denied, Crown may appeal to the City Manager, whose decision will be final. It is understood that both parties will work together to find the optimum location for Crown's antennas on the Licensed Premises that have the least impact to City and private property.

Crown agrees to reimburse City for the reasonable costs, including reasonable administrative overhead, of processing the approval of each Schedule. The process for reimbursement shall be conducted in the same or similar manner as the City's processing of a non-administrative conditional use permit.

2.6.3. Utilities. Subject to the terms and conditions of this License and each Schedule, Crown may install utilities which are necessary for the operation of Crown Improvements, at Crown's sole expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Crown shall fully and promptly pay for any and all utilities furnished to the Premises for the use, operation, or maintenance of Crown Improvements. Payment of all costs for deactivating and removing said utilities, including any costs, which would survive the Term of said License or Schedule, shall be the exclusive obligation of Crown. Crown Improvements shall include separate utility meters.

2.6.4. Compliance with Laws. Crown and all of its employees, agents, and contractors shall comply with all applicable federal, state, and local laws in their use of the Premises, occupancy of the Premises, installation and operations of Improvements upon the Premises. The foregoing shall include but not be limited to installing improvements in or near the public right-of-way in accordance with the Americans with Disabilities Act for minimum clearance and public use of sidewalk areas.

2.6.5. Restoration. If any City facility or property, or any third-party property, is disturbed or damaged in the course of installation, maintenance, operation, or repair of any Crown Improvement, Crown shall immediately repair, restore, or replace said property. Any repair, restoration, or replacement of a City facility or property shall be completed to the satisfaction of the City Engineer.

2.6.6. Maintenance. Maintenance of the Crown Improvements shall be the sole responsibility of Crown, and Crown agrees to keep all Crown Improvements in good condition and repair during the entire Term of this License and each Schedule.

2.6.7. Modifications. Crown shall have the right to make replacements, modifications, repairs, or upgrades to Crown's Improvements that are "like for like" or substantially similar in size, weight, and dimension, at any time during the Term of this License, with notice to the City but without City's approval. All other modifications to Crown's Improvement shall require City's consent, not to be unreasonably withheld, conditioned, or delayed.

2.7. Access.

2.7.1. Subject to the terms and conditions of this License and each Schedule, City will use reasonable efforts to provide Crown and Crown employees, agents, contractors, and subcontractors with access to the Premises for the agreed-upon use, at no charge to Crown. Crown's exercise of such rights shall not cause undue inconvenience to City.

2.8. Interference with Communications.

2.8.1. Crown acknowledges and agrees that its improvements at any given Premises shall not interfere with Pre-existing Communications (determined with respect to such Premises at the date the Crown Improvements covered by each individual Schedule for such Premises were originally constructed). Crown agrees and

acknowledges that all of its improvements shall comply with all noninterference rules of the Federal Communications Commission ("FCC").

2.8.2. Any radio equipment installed by Crown on the Premises shall be frequency compatible with all radio transmitting and receiving equipment existing and in use on the Premises at the time initial installation of such equipment is made. In the event Crown installation electronically or physically interferes with City's installation already existing on the Premises, Crown shall take all necessary steps, at its own cost and expense, to eliminate such interference, whether so required by the FCC or not.

2.8.3. Except to the extent necessary to: (a) install, operate, or maintain public improvements, (b) respond to emergency, (c) perform a municipal service or function, or (d) advance a legitimate and reasonable governmental interest, the City shall not knowingly interfere with the location, configuration, frequency, or operation of Crown Improvements except in the case of Pre-Existing Communications that do not materially change their power level, frequency, or location. In the event any equipment installation by City made subsequent to Crown's installation causes interference with the location, configuration, frequency, or operation of Crown Improvements, City shall exercise reasonable efforts to eliminate such interference after learning of such interference, whether required by the FCC or not.

2.8.4. Notwithstanding any other provision in this License to the contrary, in the event of an emergency, City shall have the right, in its sole discretion, to take such action it determines in its sole discretion is necessary under the circumstances to address the emergency, even though such actions may cause interference with Crown Improvements or the operation thereof. If City must take action which causes or may cause interference, City shall endeavor to (a) give Crown oral notice of such action as quickly as practicable and (b) to the extent practicable under the circumstances, upon notice by Crown of the existence of interference, minimize the duration and extent of such interference.

2.8.5. City shall have the responsibility to cooperate with Crown to identify and remedy to the extent reasonably necessary, any interference with the communications operations of Crown described in Sections 2.8.3 and 2.8.4, above.

2.8.6. Subsequent to the installation of Crown Improvements, City shall not permit its licensees or future licensees to install new equipment on the Licensed Premises or property contiguous thereto owned or controlled by City, if such equipment is likely to cause interference with Crown's operations. Crown shall cooperate in good faith with City to determine whether such interference is likely to be caused by the prospective future licensee. For purposes of this Section 2.8, the existence of electronic and physical interference shall be reasonably determined by City and Crown. In the event Crown reasonably determines the likelihood of interference by newly installed facilities, City shall direct the party installing such facilities to meet and confer with Crown in order to develop an approach or design that eliminates or materially reduces the potential for interference. Notwithstanding the foregoing, Pre-existing Communications operating on the original date of construction of the Crown Improvements that do not measurably change from this power level, frequency or location on the original date of construction of the Crown Improvements shall not be deemed to be interfering at any time.

2.8.7. Crown agrees to notify immediately the Director of Public Works of the City of any changes in Crown frequencies to be used at the Premises.

2.9. Liens. Crown shall keep the Premises free and clear of any and all liens or claims of liens, claims, and charges on account of any work performed or any other act or omission related to this License or any Schedule. If Crown fails to comply with the foregoing sentence, the City shall have the right, but not the obligation, to discharge any or all such liens, claims, or charges, and Crown shall, upon demand therefor, reimburse City for all costs and expenses incurred by City relating thereto.

2.10. Removal of Crown Improvements; Damage or Destruction.

2.10.1. Upon expiration, cancellation, or termination of this License or any Schedule, Crown shall be responsible for: (a) removing from the Premises at its sole cost, all Crown Improvements except those which the parties agree shall not be removed or shall be transferred to City, (b) repairing, at its sole cost, all damage caused by such removal, and (c) surrendering the Premises to City in the Premises' original condition, ordinary wear and tear and damages caused by third parties excepted. Said return of Premises in their original condition shall include Crown's remediation of any hazardous or toxic material discharge at the Licensed Premises caused by Crown or its employees, contractors, or agents and such remediation shall be to the reasonable satisfaction of the City.

2.10.2. Within thirty (30) days after the date this License or an applicable Schedule expires or otherwise terminates, Crown at its sole expense shall remove all Crown Improvements from the affected Premises; provided that if five or more Schedules expire or terminate contemporaneously, then Crown shall have a reasonable amount of additional time to remove the affected Crown Improvements so long as Crown is diligently proceeding with removal. Any Crown Improvements remaining on affected Premises beyond the time period available for removal as set forth above shall, at the sole discretion of the City, either (a) in whole or in part become City property (b) in whole or in part be removed and disposed of by City, with the reasonable costs of said removal and disposal, including reasonable administrative overhead, to be reimbursed to City by Crown within ten (10) days after Crown receives City's request for reimbursement together with reasonable evidence of the cost.

2.11. Termination.

2.11.1. Reserved.

2.11.2. This License may be terminated by Crown for any or no reason by delivering eighteen (18) months' written notice to City. City may terminate this License or any specific Schedule at any time after the initial five (5) year term of this License, upon eighteen (18) months' written notice in the event City determines that all or any of the Licensed Premises are needed by City for public purposes. From and after the date the above described exercise notice is delivered to the other party until the effective date of termination, Crown shall have no right to receive any further Schedule attachments to add Licensed Premises that were not approved prior to delivery of the Exercise Notice.

2.11.3. Crown shall have the right to terminate a Schedule on thirty (30) days' prior written notice to City (or any shorter notice expressly set forth below), if:

- a. Crown delivers to City such thirty (30) day written notice at any time prior to the Commencement Date under such Schedule for any reason or no reason.
- b. Crown determines at any time after the Commencement Date under such Schedule that any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Crown to install and operate Crown Improvements cannot be obtained at acceptable expense or in an acceptable time period.
- c. Crown determines at any time after the Commencement Date under such Schedule that the Premises are not appropriate or suitable for Crown operations for economic, environmental or technological reasons, including without limitation, any ruling or directive of the FCC or other governmental or regulatory agency, or problems with signal strength or interference not encompassed by Section 2.11.3.d. below; provided that if Crown exercises the right to terminate under this subsection, Crown shall pay City (or City may deduct from any rebate funds due Crown) as a termination fee twenty-five percent (25%) of the then Annual Fee for the subject Premises;
- d. Any Pre-existing Communications, or any communications facilities or other structures of any kind now or hereafter located on or in the vicinity of the subject Premises, interfere with the location, configuration, frequency or operation of Crown Improvements and Crown is unable to correct such interference through reasonably feasible means.
- e. City commits a default under this License with respect to such Schedule and fails to cure such default within the thirty (30) day notice period, provided that if the period to diligently cure takes longer than thirty (30) days and City commences to cure the default within the thirty (30) day notice period, then

City shall have such additional time as shall be reasonably necessary to diligently effect a complete cure.

- f. The Premises under such Schedule are totally or partially damaged, knocked down or destroyed from any cause (other than due to Crown or its agent's negligence or willful misconduct) so as, in Crown judgment, to hinder Crown normal operations and City does not provide to Crown within ten (10) days after the casualty occurs a suitable temporary location site for Crown Improvements pending repair and restoration of the subject Premises.

2.11.4. City shall have the right to terminate a Schedule if:

- a. Crown commits a default under this License with respect to such Schedule and fails to cure such default within (i) ten business days after Crown receives written notice of the default where the default is a failure to pay the annual fee for the subject Premises when due, or (ii) 30 days after Crown receives written notice of any other default and fails to cure such default, provided that if the period to cure takes longer than 30 days and Crown commences to cure the default within the 30 day notice period, then Crown shall have such additional time as shall be reasonably necessary to diligently effect a complete cure. A violation of any term or condition of this License or any Schedule or a Schedule's Conditions of Approval shall be deemed a default for purposes of this subsection;
- b. The Premises are wholly or partially damaged or destroyed so as to interfere with Crown's normal operations, City has no obligation to repair under 2.11.3. above and neither party elects to repair pursuant to Section 2.11.3. above; or
- c. The City Manager determines in good faith that there exists an immediate and substantial threat to public health or safety, damage to public property, or other particular circumstances affecting the Premises which cannot be rectified through means other than termination (such as temporary emergency cessation of use by Crown pending corrective work), in which case termination shall take effect forty-eight (48) hours after Crown receives written notice of termination setting forth the City Manager's determination and the reasons therefor.

2.11.5. A Schedule shall automatically terminate as of the date when possession is delivered to any governmental authority pursuant to the exercise of its power of eminent domain over the subject Premises of such portion thereof as is sufficient, in Crown's good faith opinion, to render the Premises unsuitable for Crown's normal operations, or pursuant to a transfer of the subject Premises or such portion thereof under threat or in lieu of exercise of such power.

2.11.6. Upon termination of this License, neither party shall have any further rights, obligations or liabilities to the other except: (a) with respect to provisions of the License which by their sense and context survive termination; and (b) with respect to the rights and remedies of the parties relating to the period prior to termination. Upon termination of any Schedule, neither party shall have any further rights, obligations or liabilities to the other respecting such Schedule or the Premises thereunder except: (i) with respect to provisions of this License applicable to such Schedule which by their sense and context survive termination; (ii) where termination is by reason of breach or default of the other party; and (iii) with respect to the rights and remedies of the parties relating to the period prior to termination.

3. TERM

3.1. Term.

3.1.1. The initial term of this License shall begin on the Effective Date and shall expire five (5) years after the Effective Date, unless it is earlier terminated. The term of this License may be extended for up to five (5) additional successive terms of five (5) years (each a "License Renewal Term") as provided in Section 3.1.3 below on the same terms and conditions as set forth herein, except as the Annual Fee may be adjusted as provided in Section

4.1, below. The initial term and any License Renewal Terms shall be referred to collectively herein as the “License Term”.

3.1.2. The initial term for any City-approved Schedule shall begin on the Schedule Commencement Date, as provided on the respective Schedule, and expire on the earlier of: (i) five (5) years after the Schedule Commencement Date or (ii) expiration or termination of the License. Subject to the maximum total License Term of thirty (30) years set forth above, and all other terms and conditions of this License and any Schedule, the term of a Schedule may be extended by additional five (5) year terms (each a "Schedule Renewal Term") as provided in Section 3.1.3 below on the same terms and conditions as set forth herein, except as the Annual Fee may be adjusted as provided in Section 4.1, below. A Schedule’s initial term and any Schedule Renewal Terms shall be referred to collectively herein as the “Schedule Term”.

3.1.3. To extend the License for a License Renewal Term, or a Schedule for a Schedule Renewal Term, Crown must notify City in writing of its intention not to renew by no less than one hundred and eighty (180) days prior to the commencement of the proposed succeeding License Renewal Term or Schedule Renewal Term, respectively. After receipt of such notice, the City will determine, in its sole discretion, whether it agrees to such proposed renewal term and will notify Crown of that determination. If City notifies Crown that it does not agree to a proposed License Renewal Term, the License shall expire upon the last date of the current License term, unless earlier terminated by either party in accordance with the provisions herein. If City notifies Crown that it does not agree to a proposed Schedule Renewal Term, the Schedule shall expire upon the last date of the existing Schedule term, unless the earlier terminated by either party in accordance with this License or any Schedule.

4. COMPENSATION AND LIABILITY

4.1. Payment.

4.1.1. In consideration for the use of each Licensed Premises identified in a Schedule, Crown agrees to pay City (to be deposited in the City's general fund) an annual fee ("Annual Fee") per Licensed Premises during the initial term of this License as follows:

- a. Crown facilities that include seven (7) or more equipment cabinets, and twelve (12) or more Antennas, in addition to necessary cables, electrical power, telephone service, and other necessary fixtures, in an area no more than one hundred sixty (160) square feet (unless a larger area is approved by the City in writing), for the period from the Commencement Date of this License through December 31, 2021, in the amount of \$32,000.00 per year (\$2,666.00 per month); or
- b. Crown facilities that include only up to seven (7) equipment cabinets, in addition to necessary transmission cables, electrical power, telephone service and other necessary fixtures for the period from the Commencement Date of this License through December 31, 2021, in the amount of \$16,350.00 per year (\$1,362.00 per month); or
- c. Crown facilities that include only up to twelve antennas approximately 72 inches in height, in addition to necessary transmission cables, electrical power, telephone service, and other necessary fixtures for the period from Commencement Date of this License through December 31, 2021, in the amount of \$14,450.00 per year (\$1,204.00 per month); or
- d. Crown facilities that include up to four (4) cabinets and six (6) antennae approximately 72 inches in height in addition to necessary cables, electrical power, telephone service, and other necessary fixtures, in an area no more than one hundred sixty (160) square feet, for the period from the Commencement Date of this License through December 31, 2021 in the amount of \$22,250.00 per year (\$1,854.00 per month); or
- e. Crown facilities that include only up to two antennas approximately 72 inches in height, in addition to necessary transmission cables, electrical power, telephone service, and other necessary fixtures and limited to one above ground cabinet/pedestal of not more than 27 cubic feet, for the period from commencement Date of this License through December 31, 2021, in the amount of \$4,600.00 per year (\$383.00 per month).

- f. The City may at its sole discretion decrease any of the fees listed above by up to forty percent (40%) for under grounding cabinets or pedestals in a manner that by the City's sole judgment reduces the impact to land use and/or aesthetics.
- g. For each calendar year thereafter throughout the initial term, an amount equal to one hundred three percent (103%) of the Annual Fee for the immediately preceding calendar year.

4.1.2. Upon written request of City or Crown, the Annual Fee for any Renewal Term shall equal the then fair market rental rate (the "FMRR") that a willing licensee would pay and a willing licensor would accept for the use of similar installation locations for similar telecommunications equipment for the same five (5) year period. The FMRR shall be in the same amount for each of the Licensed Premises. If the City and Crown are unable to agree on the FMRR within one hundred eighty (180) days prior to expiration of the term preceding a Renewal Term of this License, then at the request of either party, both parties shall attempt in good faith to appoint a real estate appraiser with at least five years' experience in the area in which the Licensed Premises are located to appraise and set the FMRR. If the parties are unable to agree upon such an appraiser within fifteen (15) days after either party requests appointment, then the parties agree that an appraiser shall be promptly determined in accordance with the rules of the American Arbitration Association. Within thirty (30) days after the appraiser is selected, he or she shall investigate and report to the parties in writing his or her determination of the FMRR. The appraiser may in his or her sole discretion choose to meet with the parties and take testimony, and may extend the time for determining the FMRR by not more than fifteen (15) days. The appraiser's determination shall be final and non-appealable, absent fraud. If Crown is dissatisfied with the determination of FMRR, then Crown shall have, as its sole and exclusive remedy, the right to rescind its exercise of the option to renew and allow this License and the then-existing Schedules to expire at the later of the end of the initial term of this License or ninety (90) days after the appraiser issues his or her report on determination of the FMRR (the "Delayed Expiration Date"). The Annual Fee during the period, if any, from and after expiration of the initial term of this License to the Delayed Expiration Date shall be the FMRR, prorated for such time period. If the FMRR is not yet determined by expiration of the initial term of this License, then Crown shall pay the Annual Fee at the at the immediately preceding year's rate pending such determination; and promptly after such determination the parties shall adjust such payment as necessary to the Annual Fee rate as determined by the appraiser, or, if Crown elects to rescind its exercise of its right to renew, City shall make a rebate as provided in Section 4.1.6 below. The parties shall share equally the costs and fees of the appraiser. Notwithstanding the foregoing, in no event shall the Annual Fee for Licensed Premises adjusted hereunder for any Renewal Term be less than one hundred three percent (103%) of the Annual Fee for the Licensed Premises in the last year of the preceding term.

4.1.3. The Annual Fee for each Licensed Premises shall be set at the rate in effect for the calendar year in which the Commencement Date for such Schedule occurs, and shall be adjusted on January 1 of each year thereafter during the Term of the Schedule, beginning January 1, 2021, according to the adjustment provisions of Sections 4.1.1 and 4.1.2 above.

4.1.4. The Annual Fee shall be payable in advance on each January 1, except that any partial Annual Fee for the first partial calendar year during the Term of any Schedule shall be payable in advance on the Commencement Date of the subject Schedule. If the Commencement Date occurs other than January 1, and/or if the Term or final Renewal Term ends on a date other than December 31, the Annual Fee shall be prorated for the first and last partial calendar years during the Term or final Renewal Term, based on a 360-day year and 12 months of 30 days each.

4.1.5. If payment is not received by January 1, or the respective Commencement Date, a late fee of five percent (5%) of the balance due will be assessed. In addition, interest will accrue at a rate of six percent (6%) per annum until paid.

4.1.6. If a Schedule is terminated prior to December 31 of any year for any reason other than Crown's default, City shall rebate to Crown the unearned portion of the Annual Fee for the calendar year in which termination occurs, provided that City may reduce any such rebate by (a) any termination fee owing to City under Section 2.11.3.c above and (b) those sums, if any, due from Crown under Section 2.11 above. City shall pay such rebate within sixty (60) days after the effective date of termination. Whenever Crown is entitled to abatement of an

Annual Fee under this License or any Schedule, City shall credit the amount of such abatement against the next Annual Fees due from Crown; provided that if the amount of the abatement exceeds the total next Annual Fee (if any) due for the Premises respecting which the abatement has arisen, City instead shall rebate to Crown the full abatement amount within thirty (30) days after Crown delivers to City written request for such rebate.

4.1.7. Payments shall be made to The City of Chula Vista, Finance Department, 276 Fourth Avenue, Chula Vista, CA 91910, or to such other place as City may from time to time designate by written notice to Crown, Payments shall be accompanied by a description of payment, which identifies the sites for which payment is being made.

4.2. Surety Bond. City shall have the right to require Crown to furnish a bond, or alternative acceptable to City, to cover the faithful performance by Crown of its obligations under this License. If such a bond is required by City, it shall be issued by a commercial bonding company which is authorized to transact surety insurance business in the State of California and satisfactory to City; shall not be subject to termination or cancellation except upon ninety (90) days' prior written notice by certified mail to City; shall be in such form and in such amount, not to exceed \$25,000.00, as City shall specify from time to time; and, subject to termination or cancellation as foresaid, shall be maintained in full force and effect throughout the life of this License and until City, in its sole discretion, determines that Crown has fulfilled all of its obligations under this License.

4.3. Hold Harmless.

4.3.1. Crown shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers and employees (each a "City Party", collectively the "City Parties"), from and against any and all claims, suits, legal actions or legal proceedings for damages, liabilities, costs and expenses (including without limitation attorneys' fees) actually or allegedly relating to, arising out of, or in any way connected with: (i) any actions or omissions of Crown or any of its employees, agents, contractors or others acting under the direction or control of Crown (each a "Crown Party") pursuant to this License or any Schedule; (ii) Crown's breach of this License; (iii) the occupation or presence upon the Licensed Premises by any Crown Party; (iv) the construction, installation, maintenance or repair of any Crown Improvements; (v) the operation of Crown Improvements; (vi) any hazardous materials laws or the release thereby of hazardous materials in connection with this License; or (vii) City's approval or issuance of any Schedule or other permit or action, whether discretionary or non-discretionary, in connection with the use contemplated herein. This section does not apply to claims arising from the sole negligence or sole willful misconduct of a City Party. Crown's indemnification obligations shall include any and all costs, expenses, reasonable attorneys' fees and liability incurred by City or any City Party in defending against such claims, whether the same proceed to judgment or not. Further, Crown at its own expense shall, upon written request by the City, defend any such Claims arising from Crown's operations or conduct that are brought against the City or any City Party.

4.3.2. It is agreed between the parties that the City assumes no responsibility or liability for loss, damage, expenses or claims, whether direct or consequential, from (a) Crown's inability to use the Licensed Premises for its intended purpose, contributed to or caused by the failure of existing facilities on which Crown Improvements may be placed, inability to use the site, or otherwise, (b) Crown's use of any related access roads, (c) Crown's operation of the Crown Improvements, or (d) the termination of the License by either party.

4.3.3. Costs of Defense and Award. Included in Crown's obligations under this section is Crown's obligation to defend, at Crown's own cost, expense and risk, any and all suits, actions, or other legal proceedings that may be brought or instituted against one or more of the City Parties. Subject to the limitations in this Section, Crown shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.3.4. Crown's Obligations Not Limited or Modified. Crown's obligations under this Section shall not be limited to insurance proceeds, if any, received by the City Parties, or by any prior or subsequent declaration by the

Crown. Furthermore, Crown's obligations under this Section shall in no way limit, modify or excuse any of Crown's other obligations or duties under this License.

4.3.5. Enforcement Costs. Crown agrees to pay any and all costs City incurs in enforcing Crown's obligations under this Section .

4.3.6 Survival. Crown's obligations under this Section shall survive the termination of this License.

4.4. Insurance. Crown, at its sole cost and expense, shall maintain in full force and effect at all times during the Term of this License (including the period between the expiration hereof and Crown's removal of the Crown Improvements or other equipment from the Premises or appurtenant property), Comprehensive General Liability or Commercial General Liability insurance covering bodily injury (including death), personal injury and property damage. Limits shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate if applicable. Such insurance shall name the City, its officers, agents and employees, individually and collectively, as additional insureds with respect to any covered liability arising out of Crown's performance of work under this License. Throughout the Term of this License, Crown, at its sole cost and expense, shall also maintain in full force and effect, insurance coverage for bodily injury (including death), and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. Additionally, Crown shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being licensed, including improvements and betterments owned by City. Crown shall also provide fire insurance on all personal property contained within or on the Licensed Premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property. Coverage shall be provided in accordance with the limits specified and the Provisions indicated herein. Claims-made policies are not acceptable. When an umbrella or excess coverage is in effect, coverage shall be provided in following form. Such insurance shall provide thirty (30) days' advance written notice of cancellation for any reason other than on-payment of premium in which even, a ten (10) days' notice of cancellation shall apply. Crown shall be responsible for notifying the City of such change or cancellation.

4.4.1. Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this License, Crown shall file with the City the required original certificate(s) of insurance with endorsements, subject to the City's prior approval, which shall clearly state all of the following:

- a. Provide on a form approved by the City's Risk Manager, an original plus one (1) copy of a Certificate of Insurance certifying that coverage as required has been obtained and remains in force for the period required by the License.
- b. All policies shall contain a special provision for thirty (30) days' prior written notice of any cancellation, except for non-payment of premium in which event a ten (10) days' notice shall apply, to be sent to the City's Risk Manager, 276 Fourth Avenue, Chula Vista, CA 91910, or to the address shown on the Certificate of Insurance; and
- c. That Crown's insurance is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.
- d. City is an additional insured. The certificate(s) of insurance with endorsements and notices shall be mailed to the City as the address specified in 4.4.1.b. above.

4.4.2. Workers' Compensation Insurance. Throughout the Term of this License, Crown, at its sole cost and expense, shall maintain in full force and effect, insurance coverage for:

- a. Statutory California Workers' Compensation coverage including a broad form all-states endorsement.

- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this License.

Policy is to include a waiver of subrogation.

4.4.3. Insurer Criteria. Any bond or insurance provider of Crown shall be admitted and authorized to do business in California and shall be rated at least AV in A.M. Best & Company's Insurance Guide. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

4.4.4. Severability of Interest. Prior to the execution of this License, "Additional insured", "Cross liability," "severability of interest," or "separation of insured" endorsements/clauses shall be made a part of the commercial general liability and commercial automobile liability policies.

4.4.5. Contractors' and Subcontractors' Insurance. Crown shall require that all contractors and subcontractors obtain insurance meeting the limits set forth herein and shall furnish to the City copies of all certificates evidencing such policies of insurance upon request.

4.4.6. Insurance and Indemnification Obligation. Crown's compliance with the insurance requirements herein shall not excuse, replace, or otherwise affect Crown's duty to indemnify and defend the City pursuant to 4.4 of this License.

4.4.7. Except as may be specifically provided for elsewhere in this License, City and Crown hereby each mutually waive and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and extended coverage perils as defined in insurance policies and forms approved for use in the State of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned wavier.

4.5. Nuisance. Crown shall not use the Licensed Premises in any manner, which, in the reasonable opinion of the City, creates a nuisance or disturbs the quiet enjoyment of the surrounding area by persons in said area. City reserves its rights to exercise its police powers and authority as they may apply to nuisance response and abatement, as provided by City ordinance exclusive of any contract provisions.

5. MISCELLANEOUS

5.1. Possessory Interest. Crown shall pay personal property taxes and possessory interest taxes, if any, and any other taxes assessed against the Crown Improvements or the Premises arising from the installation of the Crown Improvements. Crown recognizes and understands that this License may create a possessory interest subject to property taxation and that Crown may be subject to the payment of property taxes levied on such interest. Crown further agrees that such tax payment shall not reduce any fee paid to City hereunder and that such tax shall be paid by Crown before becoming delinquent. City has no responsibility or liability for any such tax.

5.2. Utility Users' Tax. Crown acknowledges and agrees that the wireless communication services utilizing the Crown Improvements licensed hereunder are subject to the City's utility users' tax ("Utility Tax") pursuant to City's Municipal Code. Crown agrees to collect the tax from service users and remit such tax to the City in accordance with the City's Municipal Code.

5.3. Governmental Approvals. Each Schedule under this License is conditioned upon Crown, or Crown's assigns, obtaining all governmental permits and approvals enabling Crown, or its assigns, to construct and operate mobile/wireless communications facilities on the Crown Improvements for that Schedule. Crown shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to Crown's Improvements and use thereof. City shall have no responsibility or liability for any such requirements Crown shall be responsible for obtaining any permits and approvals from any agency having jurisdiction over Crown's activities.

5.4. Governing Law/Venue. This License shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this License shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this License, and performance hereunder, shall be the City of Chula Vista.

5.5. Signs. No signs shall be displayed on the Premises without the prior written consent of the City, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Crown may display signs on the Premises as may be required by law.

5.6. License Administrators. For administrative purposes, any activity covered by this License, which requires permission or consent of City shall be referred to the City's Property Manager at the following address:

City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910
Attention Property Manager
Phone: (619) 691-5118

The designated person, address, and phone number for serving official notice on Crown shall be:

CROWN CASTLE TOWERS 06-2 LLC
c/o Crown Castle USA Inc.
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

5.7. Successors and Assigns.

5.7.1. Except as provided in subsection 5.7.2 below, Crown shall not assign any rights granted by this License nor any interest therein without the prior written approval of the City. Approval of any such proposed assignment shall not be unreasonably withheld, conditioned, or delayed. The terms and provisions of this License shall extend to and be binding upon and inure to the benefit of any successors and assigns of the respective parties hereto.

5.7.2. Notwithstanding Section 1 above, but subject to all other provisions of this License and any Schedule, Crown may, without City's approval and in Crown's sole discretion, from time to time, do any of the following:

- a. Grant to any person or entity a security interest in some or all of Crown's Improvements and/or other property used or to be used in connection with this License.
- b. Assign or pledge Crown's interest in this License or any Schedule to any person or entity to finance Crown's equipment or operate Crown's business.
- c. Sublease or license use of the Premises and Crown Improvements under any Schedule; and
- d. Assign (i) to any entity which has, directly or indirectly, a thirty percent (30%) or greater interest in Crown (a "parent") or in which Crown or a Parent has a thirty percent (30%) or greater interest (an "Affiliate"); (ii) to any entity with which Crown and/or any Affiliate may merge or consolidate; (iii) to a buyer of substantially all of the outstanding ownership units or assets of Crown or any Affiliate; or (iv) to the holder or transferee of the Federal Communications ("FCC") license under which Crown's Improvements are operated, upon FCC approval of any such transfer. Any such assignment shall not be effective until the assignee signs and delivers to City a document in which the assignee assumes responsibility for all Crown's obligations under this License arising from and after the effective date of assignment. Assignment shall relieve Crown from any further liability or obligation.

5.8. Non-Waiver of Breaches. The City's or Crown's failure to insist, respectively, in any one or more instances, upon strict performance of any of the covenants or conditions of this License shall not be considered as

a waiver or relinquishment for the future of said covenants, terms or conditions, but the same shall continue and remain in full force and effect.

5.9. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. No alteration or variation of this License shall be valid or binding unless made in writing and signed by the parties hereto.

5.10. Time is of the Essence. Time is of the essence in performing each and all of the terms and provisions of this License.

5.11. Waiver of Property, Relocation and Condemnation Rights. Crown acknowledges and agrees that this License does not confer any of the following: a property right or interest or, a right to relocation or relocation assistance.

5.12. Hazardous Materials. Crown shall not bring any Hazardous Materials onto the Licensed Premises except for those contained in Crown's back-up power batteries (e.g. lead-acid batteries) and properly stored, reasonable quantities of common materials used in telecommunications operation (e.g. cleaning solvents). Crown shall handle, store and dispose of all Hazardous Materials it brings onto the Licensed Premises in accordance with all federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof). City makes no representation or warranty regarding the existence of hazardous materials on some or all of the Licensed Premises, which are being licensed to Crown in an AS IS condition. Crown is solely responsible for investigation of any and all Licensed Premises as it sees fit to determine the suitability of the Premises for its intended use.

5.13. City Police Powers. Notwithstanding any provision in this License to the contrary, Crown acknowledges and agrees that City retains any and all police powers authority available at Law or in equity to regulate the conduct of Crown within the City or to otherwise act in accordance with the public health, safety and welfare of the City and that nothing in this License is intended to or shall have the effect of condemning or limiting such authority in any way.

5.14. Condemnation. If a condemning authority takes all of City's Property, or a portion, which in Crown's opinion is sufficient to render a Premise unsuitable for Crown's use, then the applicable Schedule shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation. Sale of all or part of the Premises to a purchaser with the power of eminent domain, shall be treated as a taking by a condemning authority.

5.15. Premises; Survey. Following execution of this License, and upon completion of construction of the wireless communications facility on the Premises, Crown shall provide City with a copy of an "as-built" survey, which shall depict and identify the boundaries of the Premises, and replace and supersede the site plan attached to the applicable Schedule. The "as-built" survey shall be deemed to be incorporated into this License even if not physically affixed hereto. The description of the Premises set forth in the as-built survey shall control in the event of discrepancies between the site plan and the as-built survey.

5.16. Sale of Property. If during the Term of this License, City sells all or part of City's property, of which the Premises is a part, then such sale shall be under and subject to this License.

5.17. Reserved.

5.18. IRS Form W-9. To the extent required by law, City agrees to provide Crown with a completed IRS Form W-9, or its equivalent, upon execution of this License and at such other times as may be reasonably requested by Crown. In the event the City's property is transferred, the succeeding licensor shall have a duty at the time of such transfer to provide Crown with a Change of Ownership Form as provided for by Crown, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Annual Fee to the new licensor. Failure to provide the IRS Form W-9 within thirty (30) days after Crown's request shall be considered a default and Crown may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Annual Fee payments.

5.19. Authorized Signatory. By its signature below, each party: (i) agrees to the terms of this License; (ii) warrants and represents that it is authorized to enter into this License; and (iii) warrants and represents that the person(s) executing this License on its behalf is duly authorized to do so, without the need for any further action.

5.20. Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this License against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this License.

5.21. Electronic Signatures. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document signed or to be signed in connection with this License and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Parties, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[The Next Page is the Signature Page]

SIGNATURE PAGE TO MASTER COMMUNICATIONS SITE LICENSE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this License thereby indicating that they have read and understood same, and indicate their full and complete consent to its terms as of the date first written above.

Dated: _____, 20__

City of Chula Vista,
a Municipal Corporation

By: _____

Name, Title: _____

Attest:

By: _____

Name, Title: _____

Approved as to Form:

By: _____

Name, Title: _____

CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

Name, Title: _____

Date: _____

Exhibit List to License

- (1) Exhibit A Sample Improvements
- (2) Exhibit B Schedule of Premises

EXHIBIT A

Sample Crown Improvements

AT ANTENNA LEVEL:

- INSTALL NEW T-MOBILE ANTENNAS (4) PER SECTOR, (12) TOTAL
- INSTALL NEW T-MOBILE RRUS (4) PER SECTOR, (12) TOTAL
- INSTALL NEW T-MOBILE FIBER AND POWER HYBRID CABLES (1) PER SECTOR, (3) TOTAL

AT EQUIPMENT LEVEL:

- NEW 14'-0" x 30'-6" EQUIPMENT ENCLOSURE
- INSTALL NEW 35' HIGH MONO-EUCALYPTUS
- INSTALL 5'-0" x 15'-0" CONCRETE EQUIPMENT PAD
- INSTALL (1) NEW T-MOBILE PPC CABINET
- INSTALL (1) NEW T-MOBILE TELCO CABINET
- INSTALL (1) NEW 200A METER

EXHIBIT B

Attachment I

Schedule of Premises

Each Licensed Premises should be described in a Schedule in the format outlined below and made part of this Attachment I.

Schedule:

Crown Site No: 831189

Schedule Commencement Date:

Location: 1178 East J Street, Chula Vista, California 91910

APN: 7602359400; 6400901900; 7602357500

Description of Installation (Attach Site Plan):

Building Permit No:

Conditions of Approval: None

Note: Violations of these conditions may result in the termination this Schedule and any right to use the Licensed Premises.

Other: N/A

In addition, except in the event of an emergency, all work shall be scheduled in advance and coordinated with parks operations personnel, onsite recreational staff, City Engineer and Public Works Staff or other City staff as appropriate prior to commencement of the work to minimize the potential for conflicts with recreation and other City programs occurring on the site. The applicant agrees that the site will not be activated until the City has signed off on final construction.

City of Chula Vista

Applicant's Authorized City Representatives

Licensed Premises: 14'x30'

THE SCOPE FOR THE PROPOSED FACILITY WILL CONSIST OF THE FOLLOWING:

AT ANTENNA LEVEL:

- INSTALL NEW T-MOBILE ANTENNAS (4) PER SECTOR, (12) TOTAL
- INSTALL NEW T-MOBILE RRUS (4) PER SECTOR, (12) TOTAL
- INSTALL NEW T-MOBILE FIBER AND POWER HYBRID CABLES (1) PER SECTOR, (3) TOTAL

AT EQUIPMENT LEVEL:

- NEW 14'-0" x 30'-6" EQUIPMENT ENCLOSURE
- INSTALL NEW 35' HIGH MONO-EUCALYPTUS
- INSTALL 5'-0" x 15'-0" CONCRETE EQUIPMENT PAD
- INSTALL (1) NEW T-MOBILE PPC CABINET
- INSTALL (1) NEW T-MOBILE TELCO CABINET
- INSTALL (1) NEW 200A METER