



MEETING DATE: August 6, 2025

AGENDA ITEM: 12. Consideration of Grid Power Pole Installation for Wireless Internet- Fire Station 7 (Chilcoot). Proposal by Plumas Rural Electric Cooperative/Plumas Sierra Telecommunications.

FROM: Jack Rosevear

RE: Approve Agreement to Install Wireless Internet Pole at Fire Station 7- Plumas Sierra Telecommunications

REASON FOR RECOMMENDED BOARD ACTION:

Plumas Sierra Telcom has requested permission to install a wireless internet communications pole and associated equipment on District property at Station 7. This represents an upgrade from existing equipment located at Station 7, which was agreed upon and installed years ago through the Sierra Valley Fire Protection District.

BACKGROUND:

Attached is an agreement prepared and revised by Counsel Josh Nelson. The agreement is for the right to access and maintain the pole that will be placed at the fire department. The cost for placing and maintaining the pole will be entirely on PST. There is a stake onsite with orange paint that BPPFD Battalion Chief, Jose Avalos set for where the pole would be placed. The coordinates are 39.79697, -120.13550. It would be a 55 foot pole.

This new pole will allow PST to upgrade the existing wireless service to true broadband speeds to the community and reach customers that PST were not previously able to reach. All existing customers will receive upgraded equipment free of charge to ensure they are getting the best possible service. In addition, the fire station will receive fiber internet service free of charge. PST will also provide a free managed router. This router can be managed and configured by PST to ensure reliable coverage to the station and comes with 24/hr tech support. Since the station occasionally acts as a hub for the community, PST can configure the router to offer private Wi-Fi to the station and firefighter personnel as well as a public Wi-Fi service that can be used by the community when needed.

The agreement provides no income but the Station receives free internet service.

Agreement attached.

IMPACTS TO THE CUSTOMER:

Positive impacts for the customer with improve internet communication service both for the Fire Station and surrounding community.

RECOMMENDATION:

Approve the proposed agreement as submitted.

ATTACHMENTS:

- A. BPPFD-PLUMAS SIERRA WIRELESS COMMUNICATIONS LICENSE AGREEMENT (HWY 70) 7.28.2025-C1
(2)

LICENSE AGREEMENT
BETWEEN
BECKWOURTH PEAK FIRE PROTECTION DISTRICT
AND
PLUMAS SIERRA TELECOMMUNICATIONS
FOR

94362 HIGHWAY 70

COMMUNICATIONS FACILITY LICENSE AGREEMENT

This COMMUNICATIONS FACILITY LICENSE AGREEMENT ("License") is made and entered into as of the later of the signature dates below ("Effective Date") by and between the BECKWOURTH PEAK FIRE PROTECTION DISTRICT, a California fire protection district ("District"), and Plumas Sierra Telecommunications, a California corporation ("Licensee"). District and Licensee are sometimes referred to in this License Agreement individually as a "party" or jointly as "parties." The term "License" used in herein means this License and any amendments to this License as may be executed between the parties in accordance with the terms herein.

WHEREAS, the District is the owner of that certain real property, commonly known as "Sierra Valley Volunteer Fire" or "Station 7" located at 94362 CA-70, Chilcoat, CA 96105, County of Plumas, California, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference ("District's Property"); and

WHEREAS, Licensee desires to license a portion of the District's property for the purpose of installing, maintaining, and operating communications equipment, and the District is willing to license to Licensee for that purpose, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

LICENSE

Section 1. Non-exclusive License. Subject to the terms and conditions hereinafter set forth, District grants to Licensee a non-exclusive license to install, operate and maintain its Communications Facility, as particularly described in **Exhibit B** hereto, on a portion or portions of District's Property. The site plan attached as **Exhibit B** depicts the specific dimensions, appearance, equipment and approved location of the Communications Facility on the Property to be used by Licensee under this License ("Licensed Area"). The Licensed Area includes (i) approximately **[INSERT SQUARE FOOTAGE (XXX)]** square feet of designated surface ground space and **[INSERT MAXIMUM HEIGHT OF LICENSED AREA]**; and (ii) utility routes all as depicted in **Exhibit B**. Notwithstanding District's approval of Licensee's use of the Licensed Area or the Property, nothing in this License may be deemed to grant, convey, create, or vest in Licensee a real property interest in land, including any fee, leasehold interest, or easement.

Section 1.1 The term "Communications Facility" as used in this License shall include all antennas, facilities, structures, foundations, pads, cables, conduits and equipment and utilities that Licensee erects, installs and/or uses on or under the Property, as authorized and depicted in Exhibit B, as may be modified from time to time in accordance with this License.

Section 1.2 All Parties acknowledge that District, in executing this License, is acting only in its proprietary capacity as the owner of the Property and Licensed Area, and not in any regulatory fashion. Licensee shall not consider this License as approval of any applicable permits, licenses or other governmental approvals required for the construction or operation needed for the use described herein.

Section 2. Access License. Licensee shall have the right of escorted non-exclusive ingress and egress to the Licensed Area, seven (7) days a week, twenty-four (24) hours a day, via foot or motor vehicle (but not including vehicles with more than two (2) axles/more than twenty (20) feet in length, and or is equal to or in excess of nineteen thousand five hundred (19,500) pounds gross vehicle weight) upon the access area delineated as such in **Exhibit B** ("Access Route"), in order to install, operate, and maintain the Communications Facility, subject to the limitations set forth below.

Section 2.1 Requesting Access. Prior to accessing the Licensed Area in each instance, Licensee shall comply with the following requirements:

Section 2.1.1 Standard Access. Licensee shall provide written notice to District during District's normal business hours at least two (2) business days in advance of the date of its requested access date. Access requests submitted outside of normal District business hours and on weekends and national holidays, shall not be deemed submitted until 9 a.m. PST the next District business day, at which time the two (2) business days advance notice period shall commence.

Section 2.1.2 Emergency Access. In the event Licensee or its contractors, subtenants, sublicensees, or invitees require emergency access to the Licensed Area in order to correct a bone fide imminent threat of harm or damage to its property, Licensee's designated site manager shall contact the District by phone at _____ (during normal District business hours) or _____ (outside of normal District business hours) to arrange such access. The District shall in good faith attempt to expeditiously provide emergency access as requested provided District personnel is available to provide access. Licensee shall reimburse District for all costs and expenses incurred by District in order to provide access occurring outside of the District's normal business hours, including but not limited to overtime or other District costs. Following such access, District shall provide to Licensee an invoice outlining such costs, and Licensee shall have thirty (30) days to make such reimbursement as outlined in the District's invoice.

Section 2.2 Access Control Devices. Access to the Licensed Area is restricted and/or locked by District personnel to ensure the security of District's critical water infrastructure and improvements. Therefore in order to utilize the Access Route, Licensee and its contractors, subtenants, sublicensees, or invitees must use the District's gates and other access control devices as may be updated from time to time in the District's sole discretion.

Section 2.3 Third Party Access Easements. All access to the Licensed Area by Licensee shall be subject in each instance to all permits, ordinances, as well as any local, state, and federal laws ("Laws") in addition to this License. Further, when District's access to a site is established through an access easement over third party property to the Property ("Access Easement"), nothing herein shall be deemed to be a representation or warranty by District that its interest or other rights to use the Access Easement is sufficient to permit its use for Licensee's purposes, and Licensee shall be deemed to gain only those rights to use as are properly in District and as District may have the undisputed right and power to give Licensee. Licensee assumes the risk of any challenge, claim, litigation or damage, asserted in connection with Licensee's use of

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the Access Easement for ingress and egress to the Property and releases District from any and all responsibility, claim, damage, related to or in connection with Licensee's use of the Access Easement. If District's continued use of the Access Easement is challenged or threatened in any way by Licensee's use of the Access Easement, upon notice from District, Licensee shall cease ingress and egress to the Property until such time as the challenge or threat to District's continued use of the Access Easement is resolved which may require Licensee to obtain any necessary approvals, licenses or easements from the third-party property owner at its sole cost and expense.

Section 2.4 District Work; Closures of Access Route. Licensee acknowledges and accepts that District, in its sole and absolute discretion, may from time to time perform work, repairs, modifications or otherwise improve the Access Route ("Access Route Work"), which may require temporary closure of the Access Route. In the event that District plans to perform Access Route Work that requires temporary closure of the Access Route, District shall attempt to provide Licensee with fifteen (15) calendar days' advance written notice of such planned Access Route Work. In the event of emergency Access Route Work that requires immediate temporary closure of the Access Route, District shall provide Licensee with written notice as soon as reasonably practicable. District shall bear no liability or responsibility towards Licensee for such closure of the Access Route.

Section 2.5 Maintenance to Access Route. District assumes no responsibility for maintaining, repairing and inspecting the Access Route. Licensee shall, at its sole cost and expense, repair any damage they or their tenants, subtenants, licensees, or sublicensees may cause to the Property and Access Route, and shall be liable to District for any such damage. Upon District's written request, Licensee shall repair any such damage at its sole expense within sixty (60) days of receipt of such notice. If Licensee fails to comply with this Section within the applicable sixty (60) period, District may complete or cause to be completed the work (among other permitted remedies), and Licensee shall reimburse the District for such invoiced costs within thirty (30) days of receipt. District shall have the right under this Section 2 to require Licensee to make repairs or perform maintenance of the Access Route if such maintenance or repair is necessary to protect the public safety or prevent property damage. In no event shall Licensee be required to repair any damage to the Property or the Access Route beyond the condition of the Property or the Access Route as it existed immediately prior to the occurrence of such damaged.

Section 3. Permitted Use. Licensee may transmit and receive communication signals and install, operate, remove, repair and maintain the Communications Facility in the Licensed Area in accordance with the site plan and dimension sketch of the Communications Facility in **Exhibit B** hereto. Licensee may not install any other facilities or equipment of any kind that is not otherwise described and depicted in **Exhibit B** or otherwise intensify, expand, or alter its use of the site or the Communications Facility without District's prior written consent which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 3.1 Licensee acknowledges that the primary purpose of the Property is to serve as a valuable asset to the District's ratepayers and the District itself, and Licensee's use of the Property shall be subject to District's paramount rights ("Paramount Rights") to use the

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Property for any and all current and future uses necessary for District's needs. If District determines that Licensee is inhibiting or interfering with such use, District shall notify Licensee and Licensee shall cease such interference within twenty-four (24) hours. In case of an emergency, District may take steps to eliminate such interference without prior notice to Licensee and Licensee shall reimburse District for any and all costs incurred to eliminate such interference.

Section 3.2 Any required permits or approvals for the Communication Facility shall be obtained by Licensee at Licensee's sole expense. Furthermore, it is understood and agreed that Licensee's ability to install the Communication Facility is contingent upon its obtaining, prior to construction of Communication Facility, all of the certificates, permits, authorizations, and other approvals that may be required by any federal, state, or local authorities, including but not limited to any permits, authorizations, and approvals required by the South Coast Air Quality Management District (collectively, the "Governmental Approvals"; individually, a "Governmental Approval"). District shall bear no responsibility or liability under this License for Licensee's inability to make use of the Licensed Area for the Communication Facility due to a failure to obtain any required permit, authorization, or approval. If Licensee fails to receive such permits, authorizations, or approvals within one (1) year of the Effective Date of this License, this License shall automatically terminate.

Section 4. License Term; Renewal Term. The initial term of this License shall be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Effective Date. Unless either party gives written notice of its intention not to extend the License to the other party at least six (6) months prior to the end of the Initial Term or any then-current Renewal Term, as applicable and then in effect, and provided Licensee is not in default under this License, this License shall automatically be extended upon the expiration of the Initial Term, or Renewal Term, as applicable, for three (3) additional terms of five (5) years each (each a "Renewal Term"), subject to all terms and conditions of this License. The Initial Term and Renewal Term shall be collectively known as the "Term".

Section 5. License Consideration; Internet Services to District. In lieu of a license fee, Licensee shall provide, without charge, internet service to District's facilities used for District purposes listed in Exhibit C attached hereto, and to any additional District facilities requested by the District, from time to time, during the life of the Agreement ("Internet Service"). Licensee shall begin providing Internet Service to District within one (1) week of completion of Licensee's installation of the Communications Facility.

Section 6. Holdover. If the Communications Facility or any part thereof is still on the Property, or Licensee is still conducting any activities or operations on the Property, or is otherwise using the Property without a written agreement with District after expiration of the Term, such possession or use shall be deemed a holdover use under the same terms and conditions of this License. Nothing contained herein shall grant Licensee the right to holdover after the expiration of the Term and notwithstanding the provision of Internet Service during the holdover period, District shall have the right to require Licensee to vacate the Property at any time upon thirty (30) days written notice.

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Section 7. Relocation of Communication Facility. Licensee understands and agrees that from time to time during the Term, District may require Licensee to remove and/or relocate all or portions of the Communications Facility from the Licensed Area temporarily or permanently at Licensee's expense in order for District to exercise its Paramount Rights at the Property.

Section 7.1 Temporary Relocations. District shall endeavor to give Licensee at least ninety (90) days prior written notice of the necessity to relocate the Communications Facility for a temporary period, and will use good faith efforts to provide temporary space at the Property, or another mutually acceptable District location for such temporary relocation; provided Licensee is not in default under this License. Licensee shall be solely responsible at its cost for obtaining any necessary permits and for otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the temporary relocation of its Communications Facility. Licensee acknowledges that in case of emergency (as determined by District in its sole discretion), the notice period for temporary relocation may be shortened.

Section 7.1.1 Relocation Back to Original Licensed Area. At the end of the temporary relocation period, Licensee shall at its cost return the relocated Communications Facility to the Licensed Area, unless the parties mutually agree that the Communications Facility may remain at the temporary location in which case the parties shall memorialize such agreement by an amendment to this License. Licensee shall have a right to terminate this License upon thirty (30) days prior written notice to District if any temporary relocation exceeds ninety (90) days, or if District requires Licensee to relocate the Communications Facility more than one (1) time during the Initial Term, or more than one (1) time during any one of the Renewal Terms.**Permanent Relocations.** District shall endeavor to give Licensee at least one hundred eighty (180) days prior written notice of the necessity to relocate the Communications Facility or a portion thereof to a new location upon the Property, and will use good faith efforts to provide another mutually acceptable District location on the Property for such relocation; provided Licensee is not in default under this License. Licensee shall be solely responsible at its cost for relocating the Communications Facility and obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the relocation of its Communications Facility. Licensee may terminate this License upon ninety (90) days prior written notice to District if Licensee's relocation of the Communications Facility to the mutually agreeable alternative location on the Property is technically infeasible. **District's Termination.** In addition to other rights of termination and revocation District has under this License, District may terminate and revoke this License prior to expiration of the Term in any of the following circumstances: For Convenience. By giving Licensee twelve (12) months prior written notice, for any reason, in District's sole and absolute discretion.

Section 8.2 Failure to Maintain and Repair Communications Facility. By giving Licensee thirty (30) days prior written notice, if Licensee fails to maintain and repair the Communications Facility according to the requirements of the License and fails to cure such non-compliance in response to any District request for such repairs within thirty (30) days or within such shorter time specified by District in such written request. Further, if District in its sole discretion determines that the Communications Facility is in a state of disrepair which imminently endangers the health and safety of District employees and other users of the

Property, District may terminate this License and take steps to address the situation immediately without prior notice to Licensee, provided that District shall thereafter notify Licensee of the situation, and Licensee shall reimburse District for its actual costs incurred to take such action.

Section 8.3 Failure to Provide Internet Service and other Financial Obligations. If Licensee fails to provide Internet Service as required under this License or provide any monetary obligation when due, District may, after giving ten (10) days prior written notice to Licensee, terminate and revoke this License and seek other remedies, as appropriate, under the laws of the State of California, unless Licensee cures such default by re-providing Internet Service or by providing payment of any monetary obligations due and accrued interest charges within such notice period.

Section 8.4 Failure to Comply with Terms and Conditions. If Licensee fails to perform or observe any of terms or conditions of this License, District may, after giving sixty (60) days prior written notice to Licensee terminate and revoke this License and seek other remedies, as appropriate, under the laws of the State, unless Licensee cures such default within such notice period.

Section 9. Licensee's Limited Termination Right.

Section 9.1 It is understood and agreed that Licensee's ability to use the Property is contingent upon Licensee continually maintaining in full force and effect, after the Effective Date, all the certificates, permits, and other approvals that are required by any federal, state, or local authorities. In the event that any certificate, permit, license, or approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority so that Licensee is unable to use the Property for its intended purposes, Licensee may terminate this License upon ninety (90) days written notice to District, except that those terms that by their nature survive termination such as Licensee's obligations to remove the Communications Facility and restore the Property, and the indemnity obligation shall survive in accordance with the terms of this License.

Section 9.2 Failure to Comply with Terms/Conditions. If District fails to perform or observe any of the terms or conditions of this License, Licensee may, after giving sixty (60) days prior written notice to District terminate this License and seek other remedies, as appropriate, under the laws of the State, unless District cures such default within such notice period; provided that if District is proceeding in good faith and with due diligence to complete the cure of a non-monetary performance failure that cannot reasonably be cured within 60 days, District will not be held in default for not completing such cure within 60 days so long as District diligently proceeds to complete such cure promptly and fully.

Section 10. Licensee's Installation, Ownership, Operation and Maintenance; FCC Regulations, Emissions Testing; Compliance with Law.

Section 10.1 Licensee shall install, construct, use and maintain the Communications Facility and Licensed Area in accordance with this License.

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Section 10.2 Licensee Personal Property. It is expressly understood and agreed that any and all fixtures and equipment of whatsoever nature at any time constructed or placed on the Property by Licensee shall be and remain the personal property of Licensee. Licensee shall have the right at any time during the Term to remove any and all fixtures and equipment owned or placed by Licensee in, under, or upon the Licensed Area. All work performed by Licensee upon the Property shall be completed in compliance with applicable laws and ordinances.

Section 10.3 Licensee Discharge of Liens. Licensee is not authorized to contract for or on behalf of District for work on, or the furnishing of materials to the Licensed Area or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from District, any mechanic's, laborer's or similar lien filed against the Licensed Area or the Property for work or materials claimed to have been furnished at the instance of Licensee.

Section 10.4 Modifications Require District Approval. In the event that Licensee seeks to modify the Communications Facility, expand the Licensed Area, or install new, additional, replacement or upgraded equipment and other supporting appurtenances that are not specifically described and depicted in **Exhibit B**, Licensee shall submit a written proposal and a detailed site plan depiction to the District for its review and approval which approval shall not be unreasonable withheld, conditioned, or delayed (each a "Modification Proposal"). Licensee shall reimburse District for its reasonable costs and expenses (including attorneys' fees) to review, document, and draft any supporting legal instruments incurred in the processing of any Modification Proposal, and shall enter into a reimbursable deposit agreement on a form approved in advance by the District. . The Communications Facility to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. District's approval of any Modification Proposal is not a representation that such installation of the Communications Facility, as modified is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Communications Facility shall be installed and operated solely within the Licensed Area. Prior to commencing any work in connection with an District approved Modification Proposal, Licensee shall enter into the District's SOW Agreement covering the District's inspection of any work required by the Modification Proposal utilizing the District's latest SOW form.

Section 10.5 Licensed Area Maintenance. Licensee, at Licensee's sole cost and expense shall keep and maintain, or cause to be kept and maintained, the Communications Facility in a state of good appearance and repair, reasonable wear and tear excepted. Upon District's written request, Licensee shall complete all such work at its sole expense within thirty (30) days of receipt of such notice. If the Licensee fails to comply with this Section, the District may complete or cause to be completed the work, and Licensee shall reimburse the District for such invoiced costs within thirty (30) days of receipt. Licensee shall install and maintain a sign or placard upon Licensee's primary access gate within the Licensed Area with up-to-date contact information for Licensee's key personnel, including but not limited to a phone number for Licensee's operations team that is staffed twenty-four (24) hours a day seven (7) days a week. Such sign or placard shall be limited in size and shall be no larger than two (2) square feet in

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total surface area. Licensee shall not install any other signage for marketing or other promotional purposes upon the Licensed Area or Property.

Section 10.6 Licensee Responsible for Security. Licensee shall be solely responsible to secure the Licensed Area, the Communications Facility, and all other Licensee personal property upon the Licensed Area and shall provide and maintain necessary security measures for the Licensed Area to prevent unauthorized access, theft, vandalism, or other damage by third parties. Licensee acknowledges and agrees that District shall have no responsibility or obligation to provide security to prevent unauthorized access, theft, vandalism, or other damage by third parties to the Licensed Area and Communications Facility. In the event of unauthorized access, theft, vandalism, or other damage by third parties, Licensee shall undertake all reasonable actions to repair, restore and/or replace fencing and other security measures within forty-eight (48) hours of such unauthorized access and shall complete such repairs as Licensee deems reasonably necessary to repair such damage to the Communications Facility within thirty (30) days of such damage.

Section 10.7 Recording Easements. Licensee may not record an easement upon the Property without the prior express written consent of District. Should Licensee cause an easement at the site to be recorded, Licensee shall quitclaim and/or release each and every such easement, upon a form approved in advance by District, to remove the recorded document(s) from record within thirty (30) days of expiration or earlier termination of this License. Licensee's failure to remove the recorded document within thirty (30) days of expiration or earlier termination of this License will prompt a penalty of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) to be remitted to the District within thirty (30) days of written demand.

Section 10.8 Hot Work Permits. Prior to performing any hot work on the Property that may generate sparks, flame, or other reasonably foreseeable combustion, Licensee shall obtain all required hot work permits, including but not limited to all approvals required by the Los Angeles County Fire Department hot work permits, and shall comply with all fire prevention requirements and conditions. District, upon fifteen (15) calendar days' advance written notice to Licensee, may enter upon the Licensed Area to conduct an annual safety inspection to evaluate compliance with applicable building codes, fire prevention and other health and safety requirements applicable to the Licensed Area. Licensee may escort District personnel during any such annual safety inspection. Licensee shall correct all violations of applicable building codes, fire prevention and other health and safety requirements applicable to the Licensed Area, within thirty (30) calendar days following District's notifications of such violation(s) following an annual safety inspection.

Section 10.9 Underground Services Alert. Licensee shall be a member of the regional notification center for subsurface installations (Underground Services Alert) and shall field mark, at its sole expense, the locations of its underground utilities, fiber, conduits, and other subsurface installations and comply with the requirements of Section 4216 of the Government Code, as it now reads or may herein after be amended. Repeal or amendment of Government Code Section 4216.1 shall not negate Licensee's obligation to maintain such membership, unless such repeal or amendment disbands or eliminates Underground Service Alert-Southern California, and shall

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not negate any notice requirement to District. Wherever possible, Licensee shall utilize the servicing utility and fiber owner to complete or supervise the installation of underground utilities, fiber, conduits, and other subsurface installations.

Section 10.10 Landscaping. Licensee shall, at its sole cost and expense, protect, replace and provide any landscaping required in its Governmental Approvals and shall promptly replace any District landscaping damaged by Licensee's activities. Upon District's written request, Licensee shall complete all such work at its sole expense within thirty (30) days of receipt of such notice. If this Licensee fails to comply with this Section, the District may complete or cause to be completed the work, and Licensee shall reimburse the District for such invoiced costs within thirty (30) days of receipt.

Section 10.11 Damage. Licensee shall, at its sole cost and expense, repair any damage it may cause to the Licensed Area, access areas, means of ingress or egress, or any Access Easement. Upon District's written request, Licensee shall repair any such damage at its sole expense within thirty (30) days of receipt of such notice. If Licensee fails to comply with this Section, the District may complete or cause to be completed the work, and Licensee shall reimburse the District for such invoiced costs within thirty (30) days of receipt.

Section 10.12 Utilities. Licensee shall have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall be solely responsible for payment of all of its electrical utilities costs. No other connection is authorized by this License, and no other fuels of any type shall be used or stored by Licensee within the Licensed Area without the advance written consent of District.

Section 10.13 Compliance with Applicable Laws. In addition to compliance with specific laws otherwise described in this License, Licensee shall comply, and will ensure that its contractors and representatives will comply, with all applicable regulations and requirements of the FCC and the California Public Utilities Commission, and all other applicable federal, state and local laws, ordinances, rules and regulations, including health and safety requirements, pertaining to the construction, installation, operation and maintenance of the Communications Facility and work on the Property during the Term, and in conjunction with any activities undertaken on the Property by Licensee either prior to the Effective Date, or after expiration of this License. Requirements of the federal Occupational Safety and Health Administration (OSHA) and the California Division of Occupational Safety and Health (CAL-OSHA), whichever is stricter, shall be adhered to at all times during any activities on the Property by Licensee and its contractors or other representatives. Licensee shall have a safety and injury prevention program in place for the construction, installation, operation and maintenance of the Communications Facility and work on the Property, if required by laws or regulations. If required by law or regulation, a copy of any such program shall be on the Property at all times.

Section 11. Removal & Restoration. Prior to the expiration of this License or within thirty (30) days of the earlier termination of this License, Licensee shall (1) remove all of the Communications Facility, both above and below ground, at its sole cost and expense and (2) repair any damage to the Licensed Area caused by such removal and shall return the Licensed Area to the condition which existed before the Effective Date, reasonable wear and tear

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excepted, provided, however, this obligation to restore shall require restoration to a depth of five (5) feet below grade. Notwithstanding the above, prior to the expiration or earlier termination of this License, District may retain any structures, conduits, or other improvements at the Property installed or placed by Licensee or at Licensee's direction only with Licensee's written consent. If Licensee fails to remove its Communications Facility and restore the Licensed Area as required by this Section, Licensee shall be obligated to pay to District holdover rent for its continued occupancy from the termination date or expiration of this License until Licensee completes its removal and restoration obligations of this Section 11; and the District may complete or cause to be completed the work, and Licensee shall reimburse the District for such invoiced costs within thirty (30) days of receipt.

Section 12. Prior Communications Facilities on Property, District Communications Systems; Non-interference.

Section 12.1 Licensee acknowledges and understands that there may be communications facilities on Property belonging to one or more third parties (referred to as the "Prior User(s)") that has entered into an agreement(s) (the "Prior Use Agreement(s)") with District, pursuant to which the Prior User(s) has(ve) been permitted to install and operate communications equipment on the Property. Where applicable, Licensee represents and warrants that prior to the execution of this License, Licensee has determined that the Prior Users present no material interference with Licensee's intended use within the Licensed Area.

Section 12.2 Licensee shall operate the Communications Facility in a manner that will not cause harmful interference to (i) the District's use of the Property, or (ii) any communications equipment operated and/or owned by the Prior User(s) as of the Effective Date, provided that the Prior User(s) operates its communications equipment in accordance with the terms of the Prior Use Agreement(s). If Licensee's Communications Facility causes such harmful interference, Licensee will immediately take all steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down such equipment and later powering up such equipment for intermittent testing. If such interference cannot be corrected or powered down within two (2) days after Licensee is advised of such interference, District may require that Licensee cease (or cause the cessation of) operation of the interfering equipment until such interference can be so corrected at which time the operation of such equipment may resume.

Section 12.3 Licensee further acknowledges that District assumes no risk or liability for any interference with Licensee's use of the Property which results from the operation of communications equipment on the Property by the Prior User(s) under the Prior Use Agreement(s) and agrees that District shall be held harmless from claims due to any such interference, pursuant to the indemnification terms set forth in Section 16 herein.

Section 12.4 District reserves the right to license other portions of the Property to third parties during the Term. If, subsequent to the installation of the Communications Facility, the new third party equipment on the Property causes harmful interference with the Communications Facility, Licensee shall use commercially reasonable efforts to resolve the interference issues in cooperation with the owner and operator of the new equipment without involving District

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personnel. If any such subsequent users cannot correct such harmful interference within ten (10) business days of Licensee's written notification thereof to District, District shall use reasonably commercial efforts to require the subsequent user to cease such interference activity, which may include pursuing breach and termination remedies available to District under the respective license or lease agreement with such subsequent user, if applicable. If, after the District has used reasonably commercial efforts to cease such interference, and the interference continues thereafter, Licensee may terminate this License upon sixty (60) days written notice to District, or Licensee may seek injunctive or other legal relief against/from such subsequent third party users. The termination shall be Licensee's sole and exclusive remedy and recovery as against District for any interference, and Licensee hereby waives any other rights or remedies it may have at law or in equity against District related thereto.

Section 12.5 Should Licensee be notified by any government District of any violation relating to the Licensed Area or the Communications Facility, it must share said notice with District within five (5) business days of notice and Licensee shall provide District documentation from the government District that Licensee has cured the default. Licensee shall indemnify District and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC, FAA, or any other government District's rules and regulations that is not curtailed within thirty (30) days after Licensee receives written notice of such interference from District. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC, FAA, or any other government District's rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof from District, District may require Licensee to cease operations of the violating equipment at the Licensed Area until Licensee has successfully removed the specific items from the Facilities causing such interference.

Section 12.6 Nothing contained in this Section 12 or elsewhere in this License is intended to confer any rights or remedies under, or by reason of this License on, or waive any claims against, or adversely affect any rights of, any person or entity other than the parties hereto.

Section 13. Performance Bond. On or before the Effective Date, Licensee shall obtain a faithful performance bond, in an amount sufficient to cover removal of the Communications Facility from the Licensed Area following the expiration or earlier termination of the License and restoration of the Licensed Premises to the condition it existed prior to the Effective Date, reasonable wear and tear excepted from a bond company duly licensed to do business in California in favor of District (the "Bond"). The Bond shall secure (1) Licensee's removal of its equipment from the Licensed Area following the expiration or earlier termination of the License and restoration of the Licensed Area to the condition it existed prior to the Effective Date, reasonable wear and tear excepted, and (2) the recovery of any unpaid sums duly owed to the District under this License. The Bond shall be maintained in force by Licensee throughout the License Term and Renewal Term, if applicable. Licensee agrees to deliver to District a copy of the Bond prior to commencement of construction activities on the Licensed Area (or if the License is a renewal for a previously constructed facility, prior to full execution of the License).

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Prior to the commencement of any Renewal Term, District and Licensee shall review the amount of the Bond to assess whether the amount of the Bond is reasonably sufficient to cover then current removal and restoration costs. If it is reasonably determined to be insufficient, Licensee shall obtain and maintain in force a Bond for such additional amount that District reasonably determines to be sufficient.

Section 14. Environmental.

Section 14.1 For purposes of this License, the term “Hazardous Substances” means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended; or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

Section 14.2 Except as otherwise specifically permitted under the terms of this License, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Property or Licensed Area in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in this Section 14. Licensee shall submit a hazardous materials business plan to the California Environmental Reporting System (CERS) and shall be subject to permitting/inspections by the local Certified Unified Program District (CUPA). Batteries for emergency power and fuel for temporary generators during power outages may only be used or stored on-site with the prior written approval of District. On site use, but not storage, of ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of Licensee’s Communications Facility are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Licensed Area and the Property, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

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Section 14.3 Unless depicted in Exhibit B, no underground or above ground storage tanks shall be installed on Licensed Area. If depicted in Exhibit B and duly authorized by District, all underground or above ground storage tanks shall utilize secondary containment at all times.

Section 14.4 District or its officers, employees, contractors, or agents shall at all times have the right to go upon and visually inspect the Licensed Area and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may also include taking samples for chemical analysis of substances and materials present and/or testing soils on the Licensed Area and taking photographs. Except in case of emergency, District will not conduct such inspections without providing Licensee with reasonable advance notice and the opportunity to have a representative present.

Section 14.5 Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to District in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within the Licensed Area. The failure to disclose in a timely manner the release of a Hazardous Substance by Licensee, including but not limited to, an amount which is required to be reported to a state or local District pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this License by District in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee on, under, about or within the Licensed Area or the Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

Section 14.6 In the event Hazardous Substances are discovered, Licensee shall disclose to District the specific information regarding Licensee's discovery of any Hazardous Substances placed on, under, about or within the Licensed Area or the Property by Licensee, and provide written documentation of its safe and legal disposal.

Section 14.7 Breach of any of these covenants, terms, and conditions, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from District, shall give District the authority to either immediately terminate this License or to shut down Licensee's operations thereon, at the sole discretion of District. In either case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within the Licensed Area or the Property. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Licensed Area or the Property by Licensee during Licensee's period of use and possession of the Licensed Area. Upon termination of this License, Licensee shall, in accordance with all laws, remove from the Licensed Area any equipment or improvements placed on the Licensed Area by Licensee that may be contaminated by Hazardous Substances.

Section 14.8 Licensee shall defend, indemnify and hold District and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, fines, or expenses (including, without limitation, the cost of attorney's

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fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Licensed Area or the Property. District shall defend, indemnify and hold Licensee and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, fines, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by District or its partners, affiliates, agents, officials, officers, contractors or employees on the Property. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify each party from any liability created by the other party pursuant to such sections.

Section 15. Insurance. During the life of this License, Licensee shall procure, carry and maintain insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of Licensee, guests, agents, representatives, employees or sub-contractors. Licensee shall provide and maintain the following commercial general liability, automobile liability, workers' compensation and property coverage that is at least as broad as follows:

 **Section 15.1** General Liability: Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including property damage, bodily injury and personal & advertising injury with limits of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.

Section 15.1.1 Workers' Compensation Insurance: Licensee shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District, but this provision applies regardless of whether or not District has received a waiver of subrogation from the insurer.

Section 15.1.2 Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

Section 15.1.3 If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

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Section 15.2 Required Provisions. The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:

Section 15.2.1 Additional Insured Status: District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01 or CG 20 11) as respects: liability arising out of the use of the facilities, work or activities performed by or on behalf of Licensee including materials, parts, or equipment furnished in connection with such work or operations, and automobiles owned, leased, hired or borrowed by Licensee. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, officers, employees, and authorized volunteers.

Section 15.2.2 Primary Coverage: For any claims related to this facilities use, the Licensee's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by District, its directors, officers, employees, and authorized volunteers shall be excess of Licensee's insurance and shall not contribute with it.

Section 15.3 Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with advance written notice to District.

Section 15.4 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by District. Licensee agrees that it will comply with such provisions upon the Effective Date. All of the insurance shall be provided on policy forms and through companies satisfactory to District. District reserves the right to obtain complete, certified copies of all required insurance policies, including declaration page. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Section 15.5 Verification of Coverage. Grantee shall furnish District with certificates and amendatory endorsements effecting coverage required by the above provisions. All certificates and endorsements are to be received and approved by District at least five days before the Grantee use of facilities commences activities. District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Section 15.6 Any contractor or subcontractor hired by Licensee for construction, installation, operation, maintenance, and removal of the Communications Facility shall maintain insurance coverage equal to that required of Licensee under this Section 15 of this License and shall include District as an additional insured with respect to such insurance coverage. It is the responsibility of Licensee to ensure compliance with this provision. District accepts no responsibility arising from the acts or omissions of Licensee's contractor or subcontractor. Licensee hereby agrees to pay any fines and fees related to the Communications Facility and agrees to indemnify and hold District harmless for any fines or fees that may be imposed on District as a result of the installation, operation, maintenance, and removal of the Communications Facility.

Section 16. Indemnification. To the furthest extent allowed by law, Licensee shall indemnify, hold harmless and defend District and its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by District, Licensee, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Licensee's: (i) occupancy, maintenance and/or use of the Licensed Area and/or Communications Facility; or (ii) performance of, or failure to perform, this License. Licensee's obligations under the preceding sentence shall apply to any negligence of District, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the sole gross negligence, or by the willful misconduct, of District or its officers, officials, employees, agents or volunteers.

Section 16.1 Licensee's occupancy, maintenance and use of the Licensed Area and Communications Facility shall be at Licensee's sole risk and expense. Licensee accepts all risk relating to Licensee's: (i) occupancy, maintenance and/or use of the Licensed Area and/or Communications Facility; and (ii) the performance of, or failure to perform, this License. District shall not be liable to Licensee or Licensee's insurer(s) for, and Licensee and its insurer(s) hereby waives and releases District from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Licensed Area in any way related to the Licensee's operations and activities. Licensee shall immediately notify District of any occurrence on the Licensed Area resulting in injury or death to any person or damage to property of any person.

Section 16.2 If it is necessary for Licensee to contract for the design, construction and/or maintenance of the Communication Facility, Licensee shall require each consultant and contractor to indemnify, hold harmless, defend and release District and its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs. The section shall survive termination or expiration of this License.

Section 17. Casualty and Condemnation.

Section 17.1 If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's use of the Communications Facility in a commercially reasonable manner) of the Communications Facility upon the Licensed Area, or Licensee's facilities and improvements upon the Property are damaged and/or destroyed by fire or other casualty, then the party whose facilities and improvements were damaged and/or destroyed by fire or other casualty may terminate this License by providing written notice to the other party, which termination shall be effective as of the date of such damage and/or destruction, and whereupon the party whose facilities and improvements were damaged and/or destroyed by fire or other casualty shall be entitled to collect all insurance proceeds payable on account thereof.

Section 17.2 If at any time during the term of this License all or "substantially all" (as described in the preceding subsection 17.1) of the Licensed Area or the improvements located on

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the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee or Licensors may terminate this License by providing written notice to the other party, which termination shall be effective as of the date of the vesting of title in such taking. District and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Licensed Area, this License shall continue and each of District and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

Section 18. Jurisdiction and Venue. This License shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this License, or which in any way arises out of the Parties' activities undertaken pursuant to this License, shall be filed and prosecuted in the appropriate California State Court in the County of Plumas, California. Each party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Permittee expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

Section 19. Entire Agreement; Amendment. This License constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and agreements made prior to the date hereof. In the event there is an existing lease or license between Licensee (or its predecessor-in-interest) and District covering the Licensed Area, it is agreed and understood that this License shall cancel, supersede and terminate said prior lease or license as of the Effective Date of this License. This License may not be modified except in a writing executed by both parties.

Section 20. Paragraph Heading and Construction. The section headings contained in this License shall not be considered to be a part hereof for purposes of interpreting or applying this License, but are for convenience only.

Section 21. Binding on Successors; No Third-Party Beneficiaries. This License, and all of the provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. No customer, other person or entity other than the parties shall be deemed to be a third-party beneficiary hereof, and nothing in this License, either express or implied, is intended to confer upon any customer or other person or entity, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this License.

Section 22. Independent Contractors. Licensee's contractors, agents and representatives are independent contractors of Licensee, and are not employees or independent contractors of District while on the Property, or while engaged in any work on the Property, including the construction, installation, maintenance or operation of the Communications Facility.

Section 23. Limited Assignment/ Sub-licensing.

Section 23.1 Notwithstanding any provision of this License to the contrary, and except as expressly provided otherwise below in this Section 23, Licensee must obtain Licensor's written consent prior to assigning, sublicensing, or otherwise transferring all or any part of its interest in this License or in the Licensed Area or the Communications Facility, including any assignment, sublicense, or other transfer of any portion of the Licensed Area or this License for the purposes of collocation or any transfer of the management of the Communications Facility or the Licensed Area to a management company or vertical infrastructure provider. Licensor may withhold such consent for any reason in its sole discretion or grant consent subject to additional terms and conditions as may be established by Licensor in its sole discretion.

Section 23.2 Licensee may, without District's consent but upon at least sixty (60) days prior written notice to District, from time to time assign this License in its entirety (i) to any entity which has, directly or indirectly, a fifty-one percent (51%) or greater interest in Licensee (a "Parent"), or to any entity in which Licensee or a Parent has a fifty-one percent (51%) or greater interest. Any such assignment shall not be effective unless and until the assignee executes and delivers to District a written assumption of all Licensee's obligations under this License.

Section 23.3 In the event Licensee seeks to sublicense the Licensed Area and/or Communications Facility, Licensee shall submit to District detailed plans and specifications for the proposed sublicense for the District's review. Upon execution of each District-approved sublicense, Licensee shall pay District as additional rent fifty percent (50%) of all gross revenue received from such sublicensee ("Collocation Fee"). The Collocation Fee shall be paid commencing on or before the fifth (5th) day of each calendar month in advance ("Collocation Fee Date"). Each year on the anniversary of the Collocation Fee Date, the Collocation Fee shall increase annually by an amount equal to three percent (3%) over the amount of the Collocation Fee in effect immediately prior to such increase. The Collocation Fee shall be payable without offset or deduction by check sent to District's address specified below or to any other person or firm as District may, from time to time, designate in writing at least sixty (60) days in advance of any Collocation Fee due date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of ten percent (10%) per month or the maximum allowable by law, whichever is less, until the Collocation Fee and all accumulated interest is paid in full. This right to collect interest is in addition to all rights of District to terminate this License for non-payment pursuant to Section 8 of this License. Moreover, in the event that such sublicensee requires additional ground space outside of the Licensed Area, it shall enter into a separate license with District to do so or this License may be amended to provide for such additional space. District may grant or deny such expansion requests in its sole discretion, including, but not limited to, conditioning execution of such new or amended agreements on the payment of rent.

Section 23.4 Any attempted or unauthorized assignment or sublicense shall be void and shall be cause for immediate termination of this License by District. The acceptance of Internet Service or Collocation Fees by District from any person other than Licensee or an authorized

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assignee shall not be deemed to be a waiver by District of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.

Section 23.5 Requests for consent to assignments and sublicenses shall be submitted to District to the address set forth in Section 24 ("Notice").

Section 24. Late Payment Penalty. If, at any time, Licensee fails to make timely payment for any monetary obligations required under this License, interest shall accrue on the past due amount at the rate of ten percent (10%) per month or the maximum allowable by law, whichever is greater, until the monetary obligations and any and all accumulated interest is paid in full. This right to collect interest is in addition to all rights of District to terminate this License for non-payment pursuant to Section 8 of this License.

Section 25. Attorneys' Fees. Should either party institute arbitration or legal or other proceedings against the other for or on account of its failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, then the prevailing party in such action or proceeding shall receive from the other party attorney's fees and costs as adjudged reasonable by the arbitrator, or court.

Section 26. Notice. All notices, requests, and demands hereunder will be given in writing by first class, certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices, requests and demands will be addressed to the parties as follows:

District:

[INSERT]

Licensee:

[INSERT]

Either party may change the address or persons to which notices are to be sent to it by giving thirty (30) days' prior written notice of such change to the other party in the manner provided herein.

Section 27. Counterparts. This License may be executed in counterparts, each of which shall be deemed to be an original.

Section 28. Representations and Warranties. Each party represents and warrants that this License constitutes a legal, valid and binding obligation of such party, and is enforceable against such party in accordance with the terms set forth in the License. Licensee acknowledges and agrees that Licensee is not entitled to relocation assistance, or any other benefits under the Uniform Relocation Assistance Act, or any other applicable provision of law upon termination of this License.

Section 29. NO WARRANTY

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LICENSEE'S RIGHT TO USE THE LICENSED AREA AND THE PROPERTY IS STRICTLY ON AN "AS IS" BASIS WITH ALL FAULTS. DISTRICT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE PRESENT OR FUTURE CONDITION OF OR SUITABILITY OF THE PROPERTY OR THE LICENSED AREA FOR LICENSEE'S USE AND DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE PHYSICAL, STRUCTURAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY, AND LICENSED AREA AND THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE IS SOLELY RESPONSIBLE FOR INVESTIGATION AND DETERMINATION OF THE CONDITION AND SUITABILITY OF THE PROPERTY, AND LICENSED AREA FOR LICENSEE'S INTENDED USE.

Section 30. Taxes. District hereby provides notice pursuant to California Revenue and Taxation Code Section 107.6, and Licensee acknowledges that this License may create a possessory interest and Licensee may be subject to property taxes levied on such interest, as described in California Revenue and Taxation Code Section 107. Licensee shall pay, when due, all real and personal property taxes, fees and assessments, assessed against the Licensed Area and the Communications Facility and shall reimburse District for any increase in real property or possessory interest taxes levied against the Property directly attributable to the improvements constructed by Licensee on the Licensed Area only for so long as this License has not expired of its own terms or is not terminated by either party.

Section 31. Estoppel Certificates. Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

Section 32. Representatives. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

Section 33. Further Assurances; Cooperation. Each party agrees to reasonable and professionally cooperate with the other in executing and delivering any documents (including a Memorandum or short form of License and/or easement agreement) any and all additional papers, documents and other assurances and do any and all acts and things reasonably necessary in connection with the performance of their respective obligations under this License and to carry out the intent of the parties herein. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of License, neither party shall record this License, but may record, in lieu thereof, the aforementioned Memorandum or short form of License. In the event of a recordation prohibition described above, either party may record this License.

Section 34. Time. Time is of the essence of this License.

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Section 35. Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

Section 36.

Section 37. Survival of Terms. All terms that by their nature should survive termination of this License shall survive, including but not limited to payment of amounts owed and indemnification obligations.

Section 38. The following exhibits are incorporated in this License:

- | | |
|-------------------------|--|
| <u>Exhibit A</u> | Property- Legal Description |
| <u>Exhibit B</u> | Description and Depiction of Licensed Area and Communications Facility |
| <u>Exhibit C</u> | District Facilities to be Serviced |

Section 39. Binding Authority/Authorized Representatives. Each of the parties represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations hereunder and that those obligations will be binding upon that party without the approval or consent of any other person or entity. Each person executing this License represents and warrants he/she has been duly authorized to execute the same.

[Signatures Follow on Next Page]

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IN WITNESS WHEREOF, the parties hereto have executed this License as of the date last written below.

DISTRICT:

Beckwourth Peak Fire Protection District,
a California fire protection district

LICENSEE:

[INSERT LICENSEE NAME]

By: _____
Name:
Title:

By: _____
Print Name: _____
Title: _____

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Exhibit A Property - Legal Description

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Exhibit B Description and Depiction of Licensed Area and Communications Facility

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Exhibit C

DISTRICT FACILITIES TO BE PROVIDED FREE INTERNET SERVICE

<u>District Facility Name</u>	<u>District Facility Name Address</u>
1.	X
2.	X
3.	X
4.	X
5.	X
6.	X
7.	X
8.	X
9.	X
10.	x