



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
June 5, 2013**

TO: Mayor and City Council
FROM: Michael Chandler, Senior Management Analyst
SUBJECT: Crown Castle Site License Agreement
DATE: May 29, 2013

RECOMMENDATION:

Approve a resolution authorizing the City Manager to execute a Site License Agreement with Crown Castle GT Company, LLC for operation of a Cellular Transmission Tower on City property at 2241 Harborview Drive.

BACKGROUND:

The City entered into a Land Lease Agreement (“Lease Agreement”) with GTE Mobilnet of California (“GTE”), effective July 15, 1993, to install, construct and operate a transmission tower and radio and microwave communications equipment at the Mountain View Reservoir site located at 2241 Harborview Drive. This reservoir has been inoperable since the early 1980’s when the tank was abandoned in place. The Lease Agreement contained provisions allowing the City to site up to 6 antennas on GTE’s transmission tower, and share a portion of the space within GTE’s equipment building to house the City’s communications equipment. The City subsequently installed three antennas on the tower in support of the Police Department backup radio network, and utilized a portion of the equipment building as authorized.

The initial term of the Lease Agreement was 10 years (July 15, 1993 to July 14, 2003), with the option to extend the lease for two additional periods of five years each. GTE assigned its rights to Crown Castle GT Company, LLC (“Crown Castle”), in September 2001, and Crown Castle executed both of the additional five year extensions as allowed under the Lease. In November 2009, Crown Castle entered into a Letter of Agreement with the City to formally begin the process of negotiating a new “Site License Agreement.”

If the proposed License Agreement is approved, the Lease Agreement will remain in effect through June 30, 2013. The new License Agreement will then go into effect as of July 1, 2013, and replace the Lease Agreement that was set to expire on July 14, 2013. The initial term of the new License Agreement will continue until July 14, 2023. Thereafter, Crown Castle may renew the License for each of two five-year option periods. Unless Crown Castle sends written notice stating that it does *not* intend to exercise its option for renewal to the City at least 90 days in advance of the commencement of the applicable option period, the License will be renewed for the applicable five-year option period.

Key terms of the License Agreement include the following:

- City retains rights to transmission tower and equipment building.
- Initial term to July 14, 2023, with two additional 5-year renewal terms thereafter.
- Rent increases from current \$1,060.09/mo to \$2,500/mo, effective July 15, 2013.
- Annual CPI rent adjustments done each July, starting in 2014.
- City receives 15% of any subtenant rent.
- If necessitated by major work on water tank, City may require Crown Castle to temporarily relocate its facilities at Crown Castle's sole expense (one time allowance)
- Crown Castle agrees to indemnify, defend, and hold harmless City from any claims or damages arising out of Crown Castle's (or its subtenant's) use of the property. Crown Castle shall acquire and maintain insurance on the premises throughout the term of the agreement in a minimum amount of \$4 million.
- City may terminate the agreement if: 1) the License becomes incompatible with the City's future or intended use of the property (subject to Crown Castle's opportunity to propose a method that would allow the City's intended use without necessitating the termination of the License; 2) Crown Castle defaults under the agreement and does not cure the default within 90 days of notice of default by the City; 3) Crown Castle does not obtain any necessary governmental approval or such approval is canceled by a public entity, and the City has given 30 days' written notice; or 4) various other grounds stated within Section 15 of the License Agreement.
- If the City introduces equipment for the support of its water or police operations at the site, and such equipment is incompatible with Crown Castle's existing equipment, Crown Castle must resolve any technical interference problems that may arise.
- Crown Castle may not sub-license any space or area of the facilities without the City's prior written consent.

Over the past several months, the City arranged through Crown Castle for airCloud Communications, provider of the City's Public Wi-Fi Network, to install 2 radios on the tower for the purpose of relaying high-available bandwidth to the network and gaining line-of-site access to additional park and marina locations. These installations, completed on May 1, 2013, enable airCloud to bring bandwidth directly in from a peer site in North Concord and boost available bandwidth from 20Mbps to 75Mbps. These recent installations bring to capacity the City's allotment of 6 antennas on the tower. The Police Department has confirmed that it will not need additional capacity beyond the 4 police antennas currently on the tower, given the City's recent commitment to and build out of the EBRIX radio system as the primary backup radio system in emergency situations.

FISCAL IMPACT:

Revenue from the License Agreement goes to the Water System, and will remain at \$1,060.09 per month until July 15, 2013, at which time the rent will increase to \$2,500.00 per month and \$30,000.00 per year. Rent will increase each July thereafter by the year-over-year CPI published in April. The City will also receive a 15% share of any subtenant rent.

ACTION:

Motion approving resolution authorizing the City Manager to execute a Site License Agreement with Crown Castle GT Company, LLC.

Attachments:

Resolution

Crown Castle Site License Agreement w/Exhibits A-D

APPROVED BY:



City Manager

RESOLUTION NO. -13

AUTHORIZING THE CITY MANAGER TO EXECUTE A SITE LICENSE AGREEMENT WITH CROWN CASTLE GT COMPANY, LLC FOR OPERATION OF A CELLULAR TRANSMISSION TOWER ON CITY PROPERTY AT 2241 HARBORVIEW DRIVE

WHEREAS, the City of Martinez ("City") entered into a 10-year Land Lease Agreement ("Lease") with GTE Mobilnet of California ("GTE") effective July 15, 1993, for the purposes of allowing GTE to install, construct and operate a cellular transmission tower at the Mountain View Reservoir site; and

WHEREAS, as a condition of said Lease, City was authorized certain usage and access rights on GTE's tower and GTE's equipment building to support Licensor's transmission needs; and

WHEREAS, GTE subsequently assigned its rights in the Lease to Crown Castle GT Company, LLC ("Crown Castle") in September 2001; and

WHEREAS, Crown Castle executed each of the two 5-year extensions authorized under the Lease, in 2003 and 2008, respectively; and

WHEREAS, Crown Castle entered into a Letter of Agreement with the City in November 2009 to formally begin the process of negotiating a new agreement for the site; and

WHEREAS, the parties have reached accord on terms and conditions for a Site License Agreement that are beneficial to the City, including additional rent revenue and retention of the City's rights to Crown Castle's transmission tower and equipment building; and

WHEREAS, approval of the Site License Agreement will have the effect of replacing the terms and conditions of the Lease with the terms and conditions of the Site License Agreement during the final one-half month period of the term of the Lease.

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the City Manager to execute a Site License Agreement between the City of Martinez and Crown Castle GT Company, LLC for operation of a cellular transmission tower on City property at 2241 Harborview Drive.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 5th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

RECORD & RETURN TO:

City Clerk
City of Martinez
525 Henrietta Street
Martinez, CA. 94553

Assessor's Parcel Number: 375-082-011

SITE LICENSE AGREEMENT
(Crown Castle GT Company LLC)
Site Location: 2241 Harborview Drive

THIS SITE LICENSE AGREEMENT ("License" or "Agreement") is dated as of the ___ day of _____, 2013, by and between the City of Martinez ("Licensor") and Crown Castle GT Company LLC, a Delaware limited liability company (Licensee").

WHEREAS, Licensor is the owner of certain real property in Contra Costa County, California, legally described as shown in Exhibit A, attached hereto ("Licensor's Real Property").

WHEREAS, Licensor's Real Property is the site of a water reservoir and facilities used for purposes related to water storage, usage, transmission, and distribution by Licensor and also the site of Licensor's police department wireless telecommunications equipment.

WHEREAS, Licensor and Licensee intend that the Licensor's Real Property continue to be used for Licensor's water system and police department telecommunications purposes along with the Approved Operations described below for all times during the life of this Agreement.

WHEREAS, the Licensee desires to access and use a portion of Licensor's Real Property and/or shared use of Licensor's easements over other real property necessary for Licensee's access and utilities to the licensed area (altogether the "Premises") to the extent allowed by said easements, as shown on a plat map with a legal description for the Premises, which has been reviewed and approved by the Licensor and is attached hereto as Exhibit B ("Licensee's Site Plan"). Licensee will obtain any other required legal access and rights at its own expense.

WHEREAS, the Licensee has requested a Site License Agreement to access and use the Premises in order to construct, install, remove, replace, maintain, modify, and operate, at its expense, a wireless telecommunications facility.

WHEREAS, the description of Licensee's intended operations and types of facilities and equipment shall be referred to as the "Approved Operations" as agreed upon by the parties, a copy of which is attached and incorporated herein as Exhibit C. It is intended by the parties that Licensee's use of the Premises shall conform to the Approved Operations during the entire period of this License, unless the Approved Operations is amended in writing and signed by both parties as provided for herein. A listing of Licensor's equipment on the tower, and the mutually agreed-upon procedures for modification and/or replacement of said equipment, are included within Exhibit C.

WHEREAS, Licensee shall be granted access to the Premises based on the schedule, terms and conditions as set forth in the "Licensee's Access Schedule" attached hereto as Exhibit D. Licensee shall use the Premises in a manner which will not unreasonably disturb the occupancy of Licensor or Licensor's other tenants. Licensor shall not unreasonably refuse Licensee access to the Premises.

WHEREAS, Licensor and Licensee are parties to that certain Land Lease Agreement dated the 8th day of July, 1993, originally by and between Licensor as Landlord, and GTE Mobilnet of California Limited Partnership as Tenant (referred to as the "Prior Agreement").

WHEREAS, Licensor and Licensee desire to replace the Prior Agreement with the terms and conditions of this Agreement.

NOW THEREFORE, effective upon the Commencement Date, this Agreement will amend and restate the Prior Agreement by deleting the Prior Agreement in its entirety and replacing it with the terms and conditions set forth herein.

1. Conditions Precedent: Prior Approvals.

This Agreement is subject to the terms and conditions contained in the licenses, permits and approvals enabling Licensee to construct and operate wireless telecommunications facilities on the Premises. This Agreement shall not be legally effective until approved by the Martinez City Council.

2. Permitted Uses.

The Licensee shall use the Premises for the operation of a wireless communication facility in conformance with the Approved Operations and, in furtherance thereof, the Licensee may place, use, operate and maintain on the Premises the equipment and facilities described, identified and approved in the Approved Operations. In the event Licensee desires to modify its use of the Premises, or add equipment or facilities or replace the existing equipment or facilities with new or different equipment or facilities, Licensee shall first submit to Licensor for Licensor's review and written approval an amended Approved Operations. Except as expressly provided in this Agreement, Licensee's use of the Premises shall be exclusive for the term of this Agreement.

Licensee accepts the existing conditions of the Premises as is. Licensor makes no representation concerning the existing conditions of the Premises, including but not limited to existing topography, soils stability, or existing ability of the Premises to support traffic loads contemplated by the Licensee. The Licensor has neither inspected the site nor made any determination regarding the stability of the Premises for the purposes intended by the Licensee. The Licensee shall make its own determination as to the suitability of the Premises. Licensee may not use the Premises for any purpose or business, construct any additional structures or facilities, or make any improvements to the Premises not in conformance with the Approved Operations without first submitting to the Licensor for review and obtaining Licensor's approval of a written amendment to the Approved Operations. Licensee shall not store vehicles or materials on the Premises other than those specified in the Approved Operations unless otherwise approved by the Licensor.

Joint Use.

All communication equipment, except antenna and microwave dish, will be housed in an eleven-foot three-inch wide by thirty-foot long pre-fabricated building located on the Premises. Licensee will also cooperate with Licensor's Telecommunications Engineer to provide sufficient space, emergency power and commercial power in said building to house Licensor's communication equipment. In no event shall Licensor be entitled to occupy more than thirty-three percent (33%) of the building. Licensee and Licensor shall each be responsible for installation, repair, and maintenance of utilities for its section of the building. Licensee is responsible for all other maintenance of the building including the monitored fire alarm system. Licensee is responsible for maintenance of the landscaping/groundskeeping on the Premises, in a reasonably neat, clean, and orderly condition, subject to the approval of the Licensor. Subject to Section 17 herein, Licensor assumes all risk and liability for the loss of or damage to Licensor's equipment and for all other risk and liability arising from Licensor's use of Licensee's building.

Licensor will be allowed to install no more than six (6) antennas on Licensee's transmission tower placed in such a manner so as not to interfere with Licensee's equipment on the tower. Licensor's Engineer and Licensee's Engineer have determined the exact location and placement under the Prior

Agreement. Licensor will only have the ability to change the location of Licensor's antennas on the tower with the prior written consent of Licensee. Any changes of Licensor's equipment will be done by or under the supervision of Licensee's Engineer. Procedures for modification and/or replacement of Licensor's existing equipment are listed within Exhibit C.

Asconsideration for the execution of this License, upon termination of the License; Licensor shall have the right to purchase Licensee's transmission tower, generator, fuel tank, and the pre-fabricated building and its monitored fire alarm system. Licensor's right of purchase is solely limited to the above-described equipment and does not include Licensee's trade fixtures and equipment located in the pre-fabricated building, including, but not limited to, all rack mounted radio and support equipment, radio base station, channel banks, duplexers, batteries, unistrut system, telco panel, rectifiers, telephones, ducting cables, wires and connectors, all of which will remain the sole property of Licensee. Licensor shall pay to Licensee the fair market value of the above-described equipment consisting of the transmission tower, generator, fuel tank, pre-fabricated building, and the monitored fire alarm system. The fair market value of said equipment shall be determined at the time of the purchase by subtracting the estimated removal cost of the transmission tower, generator, fuel tank, and building, plus the estimated cost of land restoration from the salvage value of the equipment determined at the time the purchase, which salvage value shall not be less than zero. Licensor shall notify Licensee of its desire for said assignment either within five days of receipt of termination notice or 30 days prior to termination. Should Licensor accept assignment of the building, as provided herein, Licensee shall be relieved of any obligation under this License to restore the Premises.

Licensor and Licensee agree to install, repair, maintain and operate their respective communication equipment so as not to interfere with the other party's use and operation of its communication equipment, except as may be provided by Section 13.

3. Term.

- A. The term of this Agreement (the "Initial Term") shall commence on the first (1st) day of the month following the date of approval of this License by the Martinez City Council ("Commencement Date") and will expire on July 14, 2023.
- B. This Agreement shall be automatically renewed beyond the Initial Term for two (2) additional terms of five (5) years each (each a "Renewal Term"), unless Licensee provides Licensor with notice of its intention not to renew. Such notice must be provided not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

4. Administrative/Processing Deposit.

At the commencement of discussions between the parties regarding the terms of this Agreement, Licensee entered into a Letter of Agreement (the "Letter") with Licensor which conditioned the Licensee to submit a formal, written request for an Agreement, and deposit with the Licensor an administrative/processing deposit (the "Deposit") in the amount of ten thousand dollars (\$10,000) subject to replenishment, to defray Licensor's costs associated with negotiating, preparing and considering approval of this Agreement. Licensor agrees that it shall charge all costs against the Deposit and refund to Licensee the total unexpended amount remaining in the Deposit within 45 days of the full execution of this Agreement.

5. Rent.

Within fifteen (15) days of the Commencement Date, Licensee shall pay to Licensor, as "Rent," the sum of one thousand sixty dollars and 09/100 (\$1,060.09) per month (until increased as set forth herein). Rent shall be payable on the first day of each month, in advance, partial months to be prorated. In addition to the rental payments specified above, Licensor shall also be entitled to receipt of the subtenant rents specified in Section 9, Subletting/Subtenants.

July 15, 2013 Adjustment. Effective on July 15, 2013, the Rent shall increase one-time to two thousand five hundred and 00/100 dollars (\$2,500.00) per month. Following such one-time increase, the monthly Rent shall continue to adjust by the change in CPI in accordance with the terms set forth below.

CPI Adjustment. The Rent due hereunder shall be increased annually, beginning July 15, 2014 and on each anniversary of this date thereafter (each and "Adjustment Date") by an amount equal to the percentage change in the CPI for the most recent 12-month period available preceding the Adjustment Date. "CPI" means the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average, All Items, Not Seasonally Adjusted, Base Period 1982-84=100 indicator and shall be determined by dividing the CPI indicator, published three (3) months prior to the Adjustment Date, by the CPI indicator published one (1) year and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the amount of the most recent Rent.

6. **Reserved.**

7. **Due Diligence Contingency and Pre-Commencement Date Access to Premises.**

Licensee shall have the right (but not the obligation), upon the written consent of the Licensor, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for Licensee's facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Licensee's facilities. During any Due Diligence activities or pre-construction work, Licensee shall have insurance which covers such activities as set forth in Section 19, Insurance. Licensee will notify Licensor of any proposed tests, measurements or pre-construction work; coordinate the scheduling of such activities with Licensor; and obtain the Licensor's written approval prior to conducting such activities. The Licensor does not make any representation as to the existing conditions, existing topography, or existing soils stability for the proposed use.

8. **Assignment.**

This License may be assigned or transferred by the Licensee without any approval or consent of the Licensor to the Licensee's principal, affiliates, or subsidiaries of its principal; to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the licensed Premises is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of the communication towers of Licensee in the market defined by the Federal Communications Commission in which the licensed Premises is located so long as the proposed use and the equipment and facilities to be utilized by the assignee conform to the Approved Operations, attached as Exhibit C. If assignee's use of the Premises requires an amendment to the Approved Operations, Licensor review and approval of an amended Approved Operations shall be required in order for the assignment to be legally effective. Notice shall be provided to the Licensor within thirty (30) days of the assignment, along with updated copies of the required insurance certificates as specified in Section 19, Insurance. As to other parties, this License may not be sold, assigned or transferred without the written consent of the Licensor, which consent shall be within Licensor's sole discretion.

9. **Subletting/Subtenants.**

Licensee shall not have the right to sublicense or otherwise allow any other communications provider to occupy space on any antenna structure or equipment enclosure installed by Licensee on the Premises without Licensor's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. Each subtenant shall be bound by all the duties and obligations of this Agreement and that Licensee shall be primarily liable to Licensor for such Sublicensee's performance under this Agreement. The termination of this Agreement shall also constitute the termination of any sublicense authorized herein. In the event this Agreement is terminated, each subtenant shall remove all of its equipment and improvements and if any subtenant fails to so remove its equipment and improvements, the Licensee shall become responsible for such removal. The term "subtenant" shall refer to any person, firm, or entity (with the exception of Licensor) to which Licensee conveys the right to use the Premises for occupation or housing of its communications facilities. "Subtenant rent" shall refer to the amount paid by a subtenant to Licensee for the use or occupation of the Premises and shall exclude

non-rent items, including but not limited to; utility reimbursements, tower modification reimbursements, repairs, and maintenance costs completed on behalf of a subtenant and reimbursed to Licensee, and other non-rent related expenses as reimbursed to Licensee. Licensor shall be entitled to fifteen percent (15%) of any subtenant rent, payable at the same time and in addition to the regular monthly Rent due the Licensor. Notwithstanding the foregoing, Licensee shall be permitted to sublease space within the Premises to one subtenant without the obligation to pay subtenant rent for such subtenant (referred to herein as the "Core Subtenant"). The subtenant rent, as set forth above, shall apply to the second subtenant and all subsequent subtenants of the Premises. Licensor hereby acknowledges that Verizon Wireless is the current Core Subtenant. In connection with this Section 9, Licensor acknowledges and agrees that in no event may Licensor condition its consent to a sublease of the Premises on receipt of greater than fifteen percent (15%) of the subtenant rent as set forth above.

10. Improvements.

Licensor may, at its own discretion and expense, make improvements on Licensor's Real Property, excluding the Premises, as it deems necessary or desirable from time to time without the consent of the Licensee, subject to the terms of this Agreement. Notwithstanding the foregoing, in the event Licensor desires to remove, remodel, or replace the water tank and related facilities located adjacent to the Premises ("Water Tank Work"), Licensor may, upon one hundred eighty (180) days prior written notice to Licensee require Licensee to temporarily relocate its equipment and related facilities to another portion of Licensor's Real Property. If Licensee is required to temporarily relocate its equipment and facilities, Licensee may install a mobile communications facility commonly known as a "Cell on Wheels" including, without limitation, a mobile communications facility trailer, transmission lines, electronic equipment, radio transmitting and receiving antennas, power sources (including generators and fuel storage tanks), supporting equipment and structures thereto and, if applicable to the site, an antenna support structure. Upon completion of the Water Tank Work, Licensee shall be permitted to reinstall its equipment at the Premises in the same or similar location as it was prior to commencement of the Water Tank Work. All costs associated with the relocation and re-installment of Licensee's facilities shall be born by the Licensee; provided that Licensor shall only be permitted to require Licensee to relocate its equipment in accordance with the terms of this Section 10 once during the License Term, including all Renewal Terms. Except as provided in Section 2 above, upon termination or expiration of this Agreement, Licensee shall remove its equipment and improvements and will restore the Premises to substantially the condition existing on the Commencement Date. Building(s), foundations, antennas attached to light poles and all other associated above and underground facilities shall be removed unless otherwise directed by the Licensor with written notice.

11. Maintenance and Repairs.

Except as provided in Section 2 above, Licensee shall be responsible for repairing and maintaining the Licensee's facilities and any other improvements installed by Licensee or any subtenant on the Premises at its sole cost and expense. Any damage caused by Licensee, its subtenants, licensees, employees, agents, or invitees shall be promptly repaired at the sole cost and expense of Licensee. Damages to Licensee's facilities and other improvements installed by Licensee on the Premises resulting from natural causes such as storms, wind and earthquakes shall be at the Licensee's sole cost and expense. If Licensee fails to make any required repairs, the Licensor may, at its option, cause such repairs to be made and demand reimbursement from Licensee.

12. Compliance with Laws.

Licensee will substantially comply with all applicable laws directly relating to Licensee's operation of Licensee's facilities, and the improvements constructed by Licensee at the Premises.

13. Interference.

Licensor and Licensee agree to install, repair, maintain and operate their respective communication equipment so as not to interfere with the other party's use and operation of its communication equipment within the Premises and Licensor's Real Property. In the event, however, that one party's use and operation of its equipment interferes with the other party's use and operation of its equipment, any conflict shall be resolved in favor of the equipment located within the Premises first in time, subject to subsection (b) below. Licensee will resolve technical interference problems with other

equipment (including water data transmission equipment if on Water System property), City-owned or otherwise, located on the Premises as of the Commencement Date. Licensee and Licensor will also resolve any technical interference problems caused by equipment that either attaches to the Premises at any future date when either party desires to add additional equipment to the Premises in conformance with the terms of this Agreement. Licensor will not permit or suffer the installation of any future equipment which: (a) results in technical interference problems with Licensee's then existing equipment; or (b) encroaches onto the Premises; however, in the event Licensor introduces equipment for the purposes of supporting its operations, including Licensor's water and police operations, at any future date which are incompatible with Licensee's then existing equipment, Licensee must resolve any technical interference problems; provided the Licensor's equipment complies with all applicable laws and is operating within legally licensed and permitted frequencies.

14. Utilities.

Licensee will pay for all utilities used by it at the Premises. Licensor will cooperate with Licensee in Licensee's efforts to obtain utilities from any location provided by Licensor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

15. Termination.

- A. Subject to the terms of Subsection (B) below, this Agreement is irrevocable unless: (1) Licensor reasonably determines that the License is no longer compatible with the Licensor's present or contemplated future use of Licensor's Real Property, including, but not limited to, any utility installations; or (2) Licensee fails to cure a material default of the terms of this Agreement within the applicable cure period allotted herein. Licensor shall provide Licensee at least twenty four (24) months prior written notice in the event of a termination under subsection A.1 above, notwithstanding an emergency situation, such as one resulting from floods, earthquakes, and other "acts of God," or similar catastrophic events, in which case the City shall provide only as much notice as is reasonably practical. The notice requirements set forth in Section 16 below shall apply to a termination under subsection A(2) above. Licensor shall, along with such notice, furnish Licensee with reasons why Licensor has decided to terminate the License. Licensor shall also furnish Licensee with copies of any plans and specifications, working drawings or other information describing Licensor's plans requiring termination of the License. In the event that the termination is made under subsection A.1 above, the termination shall become effective at the end of the twenty-fourth month of the date of notification, unless Licensor's notification affords a longer notice period prior to termination. Licensee shall bear all costs associated with removal of its equipment and facilities in the event Licensor terminates the Agreement.
- B. Within thirty (30) days of Licensee's receipt of the written notice from Licensor as described in Subsection (A) above, Licensee may furnish Licensor with a proposal (together with plans and specifications, if necessary) describing a means by which termination of the License would not be required. Licensor shall, within thirty (30) days following receipt of such proposal, review the proposal to determine whether Licensee's proposal is acceptable to Licensor. Licensee shall bear all costs associated with any relocation of its facilities, including the cost for reviewing the proposal(s).
- C. If Licensor, in its reasonable discretion, determines that Licensee's proposal is acceptable, the License shall remain in full force and effect in conformance with the Licensee's proposal or such modification to said proposal as is mutually agreed to by the parties. The Licensee shall reimburse Licensor for any reasonable costs incurred by Licensor resulting from the Licensor's acceptance of Licensee's proposal.
- D. Licensee may terminate this Agreement at any time by giving thirty (30) days' written notice to Licensor without further liability if (a) Licensee does not obtain all permits, consents, easements, non-disturbance agreements or other approvals reasonably required from any governmental authority or third party related to or reasonably necessary to operate the Licensee's facilities, or if any such approval is canceled, expires or is withdrawn or terminated, or (b) Licensee, for any other reason, in its reasonable discretion, determines that it is unable to use the Premises. Upon termination, all prepaid rent shall be retained by Licensor, unless termination is pursuant to (a) above or is the result of Licensor's default. Licensee shall bear all costs associated with removal of its equipment and facilities in the event Licensee terminates the Agreement. Licensee and any

subtenants shall continue to pay Rent until all equipment and facilities are completely removed from the Premises.

16. Default.

- A. In the event there is a default by the Licensee with respect to any of the provisions of this License or its obligations thereunder, the Licensor shall give Licensee written notice of such default. After receipt of such written notice, the Licensee shall have ninety (90) days in which to cure any default. Licensee may request such extended periods as may be required beyond the ninety (90) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, as mutually agreed upon between Licensor and Licensee, and the Licensee commences the cure within the ninety (90) day period and thereafter continuously and diligently pursues the cure to completion.
- B. If Licensee does not cure such default within such required time periods as set forth in this Section 16, Licensor may terminate this License with thirty (30) days written notice to Licensee.
- C. After receipt of a notice of termination by default from Licensor, the Licensee, on or before the effective date of termination, shall surrender possession of its portion of the Premises to Licensor. Within thirty (30) days following the date of termination by default, Licensee shall remove any and all improvements or structures authorized by Licensor and Licensee shall restore the Premises to a condition of good order and repair to the satisfaction of Licensor, normal wear and tear excepted.

17. Indemnification.

- A. Licensee shall indemnify, defend, and hold Licensor, its agents, employees and officers harmless from any and all claims, liabilities, damages, injuries and expenses (including attorneys' fees) to the extent arising out of Licensee's use of the Premises, or the use of the Premises by any subtenant of the Licensee, except to the extent caused by the gross negligence or willful misconduct of Licensor, its agents, employees and officers.
- B. Licensee further agrees to indemnify, defend and hold Licensor, its agents, employees and officers harmless from any and all costs and expenses, including costs and expenses for inspections, remediation, removals, and restoration as well as any penalties, fines, etc. relating to Licensee's failure to comply with any Federal, State or Local environmental or hazardous substance laws or regulations in connection with and to the extent arising out of Licensee's use of the Premises and its activities thereon, unless the environmental or hazardous conditions are caused by the Licensor, its agents, employees and officers.
- C. Licensee agrees that Licensor shall not be liable to Licensee for any damage by or from any act of negligence or intentional conduct by any other occupant or user of the Premises or any occupant or user of adjoining or contiguous property, and Licensee hereby expressly waives any and all such claims as against Licensor, its agents, employees and officers, except if caused by Licensor, its agents, employees and officers; provided, however, that nothing herein shall prevent Licensee from pursuing a direct action against such other party. In the event such direct action results in, or is related to, a claim or action being made against Licensor, the provisions of this Section 17 shall apply to any claims made against Licensor in the same or a related litigation proceeding.
- D. Licensee agrees to pay for all damages to the Premises, as well as all damage to occupants or users of the Premises, caused by Licensee's or its subtenants' misuse or neglect of the Premises.

18. Hazardous Substances.

Licensor represents that it has no knowledge of any substance, chemical or waste (collectively, "Substance") on or under the Premises that is identified as hazardous, toxic or dangerous in any applicable Federal, State or local law or regulation. Licensee will not introduce or use any Substance on the Premises in violation of any applicable law. Licensor shall not store hazardous materials on the Premises unless included in the Approved Operations.

19. Insurance.

Licensee shall carry at its own cost and expense the following insurance in accordance with the following terms and conditions:

- A. Commercial general liability insurance including personal injury and property damage insurance for all activities of the Licensee, its subcontractors and subtenants, including any tenant improvements or betterments, arising out of or in connection with this License, written on a commercial general liability form listing Licensor as an additional insured party. Coverage shall be in an amount no less than Four Million Dollars (\$4,000,000) combined single limit personal injury and property damage for each occurrence. Licensee shall require Licensee's subcontractors to carry similar commercial general liability coverage in an amount no less than One Million Dollars (\$1,000,000) combined single limit personal injury and property damage for each occurrence, also listing Licensor as an additional insured party.
- B. Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage.
- C. The Licensor, its agents, employees and officers shall be added as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Licensee and/or its subcontractors, and with respect to liability arising out of work or operations performed by or on behalf of Licensee and/or its subcontractors, including materials, parts, or equipment furnished in connection with such work or operations.
- D. For any claims relating to work or operations performed by or on behalf of Licensee, the Licensee's insurance coverage shall be primary insurance as respects the Licensor, its agents, employees and officers. Any insurance or self-insurance maintained by the Licensor, its agents, employees and officers shall be excess of the Licensee's insurance and shall not contribute with it.
- E. The Licensee shall also carry Workers' Compensation insurance to cover its employees, and the Licensee shall require all subcontractors and subtenants similarly to provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's and subtenants' employees. Licensee's worker's compensation insurance shall include an endorsement waiving all rights of subrogation against Licensor, its agents, officers and employees when acting within the scope of their appointment or employment.
- F. The Licensee's general liability insurance and workers' compensation insurance shall provide for 30 days prior written notice to Licensor of any cancellation, except for cancellations due to non-payment of applicable premiums.
- G. Any deductibles or self-insured retentions must be declared to and be approved by the Licensor.
- H. Reserved
- I. Prior to Licensee's execution of this License, Licensee shall furnish proof of coverage by delivering to Licensor certificates of insurance and additional insured endorsements, which shall be subject to Licensor's approval. Licensee shall update these certificates of insurance and endorsements as necessary and shall provide Licensor with new certificates and endorsements whenever Licensee changes insurance providers or insurance coverage.

20. Taxes.

Licensee shall pay all taxes assessed against Licensee resulting from this Agreement. Pursuant to California Revenue and Taxation Code section 107.6, Licensee is notified that the property interest acquired by Licensee in the Premises under this Agreement may be subject to property taxation as a possessory interest in real property, and Licensee may be subject to the payment of property taxes levied on that interest.

21. Destruction of Premises.

If the Premises or Licensor's property is destroyed or damaged so to hinder, in Licensee's judgment, its effective use of Licensor's property, Licensee may elect to terminate this License as of the date of the damage or destruction by so notifying Licensor no more than 45 days following the date of damage or destruction. In such events, all rights and obligations of the parties shall cease except for those rights and obligations that survive the termination. Licensee shall have 60 days from the date Licensee terminates this License to remove its equipment and facilities and all other personal property it owns from the Premises and to assure that any subtenants also remove their equipment and facilities and all other personal property from the Premises. The Licensee hereby waives and releases Licensor from any and all liability and damages relating to the damage or destruction of Licensor's property or

E. Blake Hawk, General Counsel
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

IN WITNESS WHEREOF, this License has been executed and delivered as of the day and year first above written.

LICENSOR

City of Martinez

By: _____

Print: _____

Title: _____

Date: _____

Notice Address:
525 Henrietta Street
Martinez, California 94553
Attn: _____

LICENSEE
CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

By: _____

Print: _____

Title: _____

Date: _____

Notice Address:
Crown Castle GT Company LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

Exhibit "A"

Exhibit "A" attached to and made a part of that certain Site License Agreement entered into by and between the CITY OF MARTINEZ as Licensor, and CROWN CASTLE GT COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY as Licensee, and dated _____, 2013.

LICENSOR'S REAL PROPERTY

Parcel C, as shown on Parcel Map, Filed February 2, 1968 in Book 2 of Parcel Maps, at Page 49, Contra Costa County Records.

APN: 375-082-011

Exhibit "B" Licensee's Site Plan



SPACE RESERVED FOR A & E LOGO

A & E PROJECT #
THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

SPACE RESERVED FOR PROFESSIONAL SEALS

NO.	DATE	REVISIONS	DESCRIPTION	BY	CHK
1	06/05/02	1	ISSUED TO CAD STANDARDS REVISION # 4 & WORK ORDER # 3485	MS	MS
2	10/04/03	1	REGIONAL CHANGE PER WORK ORDER # 3485	SI	SI
3	10/07/04	1	APPLICATION ADDED PER WORK ORDER # 191801	SLC	SLC
4	12/07/08	1	APPLICATION ADDED PER WORK ORDER # 191801	SLC	SLC
5	01/02/09	1	AS-BUILT INFORMATION ADDED PER WORK ORDER # 248453	AGC	AGC
6	10/02/09	1	AS-BUILT INFORMATION ADDED PER WORK ORDER # 248453	AGC	AGC
7	10/09/09	1	AS-BUILT INFORMATION ADDED PER WORK ORDER # 248453	AGC	AGC
8	2/17/10	1	AS-BUILT INFORMATION ADDED PER WORK ORDER # 350461	SMC	SMC
9		1	AS-BUILT INFORMATION ADDED PER WORK ORDER # 350461	JWF	JWF

DRAWN BY: WR/DMS
CHECKED BY: KMW
DRAWING DATE: 06/03/02

SITE AUDIT INFORMATION
AUDIT CO: O2WS
AUDIT DATE: 17/06/00

SITE NAME

HARBOR VIEW

BUSINESS UNIT NUMBER

814928

SITE ADDRESS

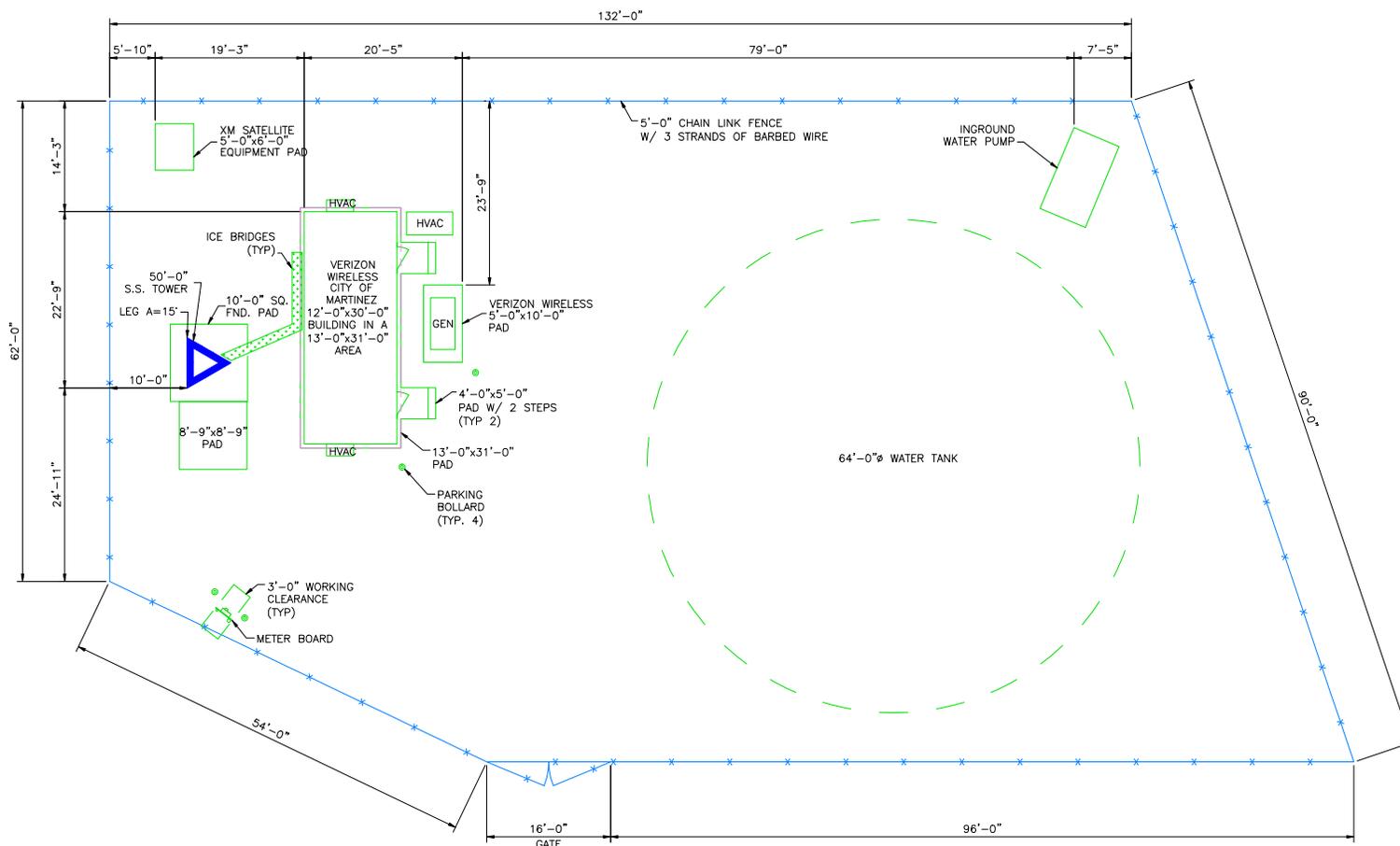
2241 HARBOR VIEW ST
MARTINEZ, CA 94553
CONTRA COSTA COUNTY
USA

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-2



BUSINESS UNIT: 814928

30 25 20 15 10 5 0

SCALE: 1"=15'

1

AREA USAGE	
CROWN LEASE AREA	0 SQ FT
COMPOUND AREA	11916 SQ FT

SITE PLAN

PLOT DATE: 10/22/20 FILE NAME: 814928_SITEPLAN.DWG

ENG-PUN-76664 REV C DATE: 11/05/09

Exhibit “C”
Approved Operations

Licensee’s Approved Equipment

50’ Self Support tower
12’ x 30’ Building on a 13’ x 31’ pad
Generator on a 5’ x 10’ pad
HVAC
9 Panel Antennas
2 GPS Antennas

Licensor’s Approved Equipment

1 Panel Antenna
2 Omni Antennas
2 Dipole Antennas
1 Microwave Dishes

All Ancillary equipment necessary to conduct telecommunication services

Process for Licensor to Add or Modify Licensor’s Equipment on Tower

- Application with Licensee shall be submitted with proposed modifications.
- Licensee will provide Licensor with a purchase order request and will run a structural analysis at the cost of Licensor.
- Upon passing structural analysis, Licensor must obtain appropriate zoning approval/building permit for the modifications.
- Licensor will submit appropriate approvals prior to Licensee issuing a Notice to Proceed. Licensor must use a Licensee-approved vendor to complete the work on the tower.
- Licensor will pay Licensee’s cost for a post modification inspection. This fee will be waived if Licensee completes the construction.

Licensee will provide permitting and construction services upon request of Licensor. If requested, Licensee shall provide Licensor with a purchase order request for the fees associated with the work.

Exhibit “D”
Licensee’s Access Schedule

- 1) Licensee must provide in advance a current list of individuals that are authorized to access the site, and a current list of individuals that are authorized to place the notification phone calls. These lists will be provided to the Martinez Water System and Martinez Police Department and kept on file, and updated as necessary based on input from Licensee.
- 2) For routine work during the weekday business hours of 7 a.m. to 4 p.m., a 24 hour notice to the Martinez Water System at the pre-designated number is needed. If no one answers this line, it is acceptable to leave a message that includes the name of person calling; the name(s) of person(s) accessing the site; the date/time of requested access; and expected duration of work.
- 3) For emergency work, call the Water System pre-designated number; if no one answers, wait 5 minutes and attempt a 2nd time. If still no answer, call the pre-designated number for the Water Superintendent.
- 4) In all cases, routine or emergent, the Martinez Police Department must be contacted at (925) 372-3440 by an authorized individual just prior to the site being accessed.