

STREETLIGHT MASTER LICENSE AGREEMENT

THIS STREETLIGHT LICENSE AGREEMENT ("Agreement") is made and entered into on November 12, 2019 (the "Effective Date"), by and between the **MARIN GENERAL SERVICES AUTHORITY**, a Joint Powers Authority, ("MGSA") and **CROWN CASTLE FIBER, LLC** ("Crown Castle"), each being referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, MGSA owns, operates and maintains certain streetlight facilities located in the geographic areas within the political jurisdiction of MGSA and MGSA's member agencies neither own nor control the streetlight facilities; and

WHEREAS, Crown Castle desires to enter into this Agreement for the attachment and installation of certain telecommunication and utility equipment including wires, cables, pipes, antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, power sources and/or other equipment, structures, appurtenances, improvements and services as depicted on drawings as required in this Agreement (collectively, the "Equipment") used for the operation, maintenance and upgrade of Crown Castle's wireless telecommunications facilities to specified MGSA streetlight poles; and

WHEREAS, MGSA is willing to grant Crown Castle a non-exclusive, revocable license for the attachment of the Equipment to MGSA streetlight poles, subject to the terms and conditions set forth in this Streetlight Master License Agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, the Parties agree as follows:

1. EFFECTIVE TERM OF AGREEMENT.

1.1 This Agreement shall be and remain in effect for a period of five (5) years from the date of mutual execution.

1.2 This Agreement shall automatically extend thereafter for successive terms of five (5) years each, unless otherwise terminated by either Party on not less than six (6) months advance written notice to the other Party prior to the date when such termination shall become effective. Such termination under this paragraph does not require a showing of cause. The initial term and all extension terms shall be hereinafter referred to as the "Term."

2. MASTER STREETLIGHT LICENSE.

2.1 MGSA does hereby confer on Crown Castle a non-exclusive, revocable master license ("License") to access and attach its Equipment to certain streetlight pole(s), support arms, conduit space within the pole and any ground space owned by MGSA (the "MGSA Property") and to replace, operate, maintain, upgrade, and use such Equipment during the term of this Agreement.

2.2 Pole Reservation. It is MGSA's preference that only one carrier is located on a streetlight pole. A Streetlight Reservation Form which is attached to this Agreement as Exhibit "C" is required to be submitted by Crown Castle and approved by MGSA. Once a pole is reserved by MGSA (the "Reservation"), application to the local jurisdiction and preparation of application to MGSA must be underway within sixty (60) days within Crown Castle's receipt of MGSA's approval of the applicable Reservation. A Reservation is deemed revoked if there is no activity by Crown Castle within sixty (60) days.

2.3 Request and Authorization. Each reserved individual MGSA structure to which Crown Castle wishes to attach its Equipment under the terms of this Agreement shall be listed on a Streetlight and Utility Pole Request and Authorization Form (hereafter, the "SUPRA Form") which is attached to this Agreement as **Exhibit "A."** Each Streetlight listed on the SUPRA Form that has been approved, will be incorporated herein by reference. The Supra Form shall include the following attachments:

2.3.1 Any necessary Planning Permits and authorizations from the local jurisdiction;

2.3.2 A letter from MGSA's Electrical Contractor stating that they have reviewed the SUPRA Form and its attachments (with the exception of local permits) with their recommendation for approval, approval with conditions, or denial with an explanation.

2.3.3 Crown Castle's list of equipment to be attached to each Pole, full construction drawings of the proposed installations detailing methods of attachment, location of power and fiber runs into and up each pole, cut sheets, and actual product specifications.

2.3.4 Wet stamped report by a licensed engineer demonstrating: 1) that each pole can safely support the weight and wind loading of Crown Castle's Equipment; and 2) the total number of watts per installation on each pole and cumulative total number of watts including other systems placed within 100 feet of each pole are within acceptable safety limits for human exposure at each pole.

2.3.5 A letter from a licensed engineering firm opining that Crown Castle's plans for each pole and proposed Equipment do not pose any safety concerns and shall further attest that the MGSA Property can safely accommodate the Equipment.

2.4 Consistent with applicable laws and regulations, approval, conditional approval or disapproval and required changes shall be delivered to Crown Castle within a reasonable time after the receipt of the SUPRA Form.

2.5 At present the Federal Communications Commission ("FCC) established timeframes for the processing and issuance of all authorizations required for the deployment of telecommunications facilities ("Shot Clock"), including both City and MGSA authorizations. However, individual City authorization processes fall

outside the scope of MGSA administration and may vary from in scope and duration. Therefore, in the event that MGSA is unable to process and issue its authorization(s) within the applicable FCC Shot Clock period by reason of a city's respective authorization process, the Parties agree to extend the applicable Shot Clock period to a future time certain as reasonably necessary for MGSA to complete its review and issue its determination.

The foregoing is not intended to limit, restrict, or otherwise prevent the Parties from agreeing to toll or extend the applicable Shot Clock. Consistent with applicable laws and regulations, the Parties may at any time toll or otherwise extend the applicable Shot Clock by mutual agreement.

2.6 Local Land Use Authorization. - As a condition precedent to each streetlight authorization, Crown Castle must comply with all requirements of this Agreement and obtain any necessary land use or other permits from the local agency with land use jurisdiction.

2.7 Crown Castle may install and operate only the Equipment identified in the applicable SUPRA Form. No other facilities or improvements may be placed on any MGSA Property without the written consent of the MGSA. Pursuant to the terms contained in this Agreement, the MGSA may co-locate other equipment on MGSA Property. Crown Castle's Equipment shall be placed within or on MGSA's Property at the sole cost of Crown Castle.

2.8 Equipment approved on a SUPRA Form must be installed by Crown Castle within ninety (90) days of its receipt of MGSA approval or MGSA authorization is rescinded unless an extension is provided in writing by MGSA.

2.9 Crown Castle shall use the MGSA Property for the purposes of transmission and reception of wireless communication signals for which it has received all necessary permits and governmental approvals. No other rights are granted to Crown Castle herein. MGSA makes no warranties, implied or otherwise, as to the fitness of the MGSA Property for Crown Castle's intended use or the condition of MGSA's Property. Crown Castle has inspected MGSA's Property and accepts the same "AS IS", and agrees that MGSA is under no obligation to perform any work or provide any materials to prepare MGSA's Property for Crown Castle. Crown Castle agrees that, at no time during the Term (as defined in Paragraph 1 above) of this Agreement will it use or permit the use of the Equipment in ways that are inconsistent with the terms of this Agreement.

2.10 Additional Equipment and Equipment Modification. Prior to installing any additional equipment not previously authorized on a SUPRA Form, repositioning equipment on pole, or replacing equipment different than the originally authorized equipment, a new SUPRA Form must be submitted.

3. FEES. As its entire consideration for the rights granted herein, Crown Castle shall pay the following (each a "Fee"; collectively, the "Fees"):

3.1 Master License Agreement Fee. Crown Castle shall pay a one-time payment of \$10,000 within sixty (60) days from the full execution of this Streetlight Master License Agreement.

3.2 Per-Pole Processing Fee (the "Processing Fee"). During the term of this Agreement, Crown Castle shall pay a per-pole processing fee of \$500 for each streetlight pole being submitted on the SUPRA Form. This fee would apply more than once if there is a need to submit and process a new SUPRA form due to a material change of originally authorized equipment.

3.3 Per-Pole Fee (the "Pole Fee"). During the term of this Agreement, Crown Castle shall pay the sum of \$1,200 per light per year for rented poles for each streetlight pole to which Crown Castle attaches Equipment and such annual fee shall commence and be due upon the first day of the month following commencement of installation of the Equipment (the "Pole Fee Commencement Date") with respect to each individual location pursuant to each individual SUPRA form. The initial Pole Fee shall be paid by Crown Castle within forty-five (45) days following the Pole Fee Commencement Date for each applicable streetlight pole to which Crown Castle attaches its Equipment. The Pole Fee shall be paid annually and continue to increase in accordance with this Agreement.

3.3.1 Escrow Account. The Parties acknowledge that the FCC has adopted a Declaratory Ruling (FCC 18-133) that governs the amount MGSA may lawfully charge for the deployment of Small Wireless Facilities and which went into effect on January 14, 2019, but that such Declaratory Ruling is currently the subject of litigation. [City of Portland et al v. USA, FCC No. 18-72689 and related cases, which the U.S. Court of Appeal for the Ninth Circuit, is reviewing the validity of FCC Order 18-133 which limits, among other things, the amount that a government agency can charge for the use of a pole for telecommunications equipment.] Previously MGSA charged between \$1,000 and \$1,200 annual rent. The FCC Order would limit the amount to \$270 annually. Given that resolution of such litigation may result in changes to applicable law ("Change in Law"), the Parties agree that any and all Pole Fee amounts in excess of the FCC presumptively reasonable rates applicable at the time of execution of this Agreement shall be deposited into an escrow account (or equivalent) ("Escrow Account") controlled by a third party. In the event the relevant provisions of the FCC Declaratory Ruling cease to be effective, (for example, because they are vacated or invalidated and have not been replaced by the FCC with an alternative provision setting a specific fee amount), MGSA shall be entitled to the amounts held in escrow.

The Parties authorize and instruct The BANK OF MARIN to hold in escrow the amounts described above in this section 3 in the manner described herein. Upon execution of this Agreement, the Parties shall deposit an executed counterpart of this Agreement with The BANK OF MARIN, which shall serve as the instructions to The BANK OF MARIN regarding the release of the any and all funds deposited into the Escrow Account. In accordance with section 3.3 above, Crown Castle shall deposit into the Escrow Account all sums in excess of \$270.00, the recurring fee rate established in the Declaratory Ruling, into the Escrow Account.

In the event the relevant provisions of the Declaratory Ruling concerning fees are in a final, non-appealable determination, voided, vacated, overruled, or otherwise invalidated and the resultant change in law permits MGSA charge an annual fee in the amount \$1,200.00 as established above, MGSA shall be entitled to the funds held in escrow by The BANK OF MARIN.

Upon the effective date of such change in law, MGSA shall issue written request to Crown Castle for the authorization to release the amounts deposited into the Escrow Account and held in escrow by The BANK OF MARIN. No later than fifteen (15) days after receipt of MGSA's request, Crown Castle shall provide written notice to The BANK OF MARIN authorizing the release of all funds deposited in the Escrow Account to MGSA. The BANK OF MARIN shall send confirmation of release of any and all Escrow Account funds to both Parties.

If, however, the relevant provisions of the Declaratory Ruling are affirmed, a different rate (lower or higher than \$270.00) is established, or if MGSA is otherwise restricted, prohibited, or prevented from charging the annual fee of \$1,200.00 in a final, non-appealable determination, MGSA shall not be entitled to amounts in excess of the rates established in the Declaratory Ruling and The BANK OF MARIN shall release any and all Escrow Account funds to Crown Castle alone.

The Parties agree that if a fee rate or basis for calculating such rate different from that established in the Declaratory Ruling is established by any final Change in Law, the Parties shall in good faith, consider and (to the extent permissible pursuant to applicable law) negotiate an amendment of this Agreement to comply with Change in Law.

Bank of Marin (Escrow Agent) shall rely on jointly signed written instruction from MGSA and Crown Castle. Both MGSA and Crown Castle shall jointly and severally hold the Escrow Agent harmless against and from any and all costs, expenses, claims, losses, liability, and damages (including without limitation reasonable attorneys' fees) incurred or made in connection with any claim, demand, suit, action, or proceeding (including any inquiry or investigation) that may arise out of or in connection with the Escrow Agent's performance in accordance with the terms of this Escrow Agreement, except in those instances resulting from the Escrow Agent's negligence or willful misconduct.

3.4 Late Fee. Crown Castle's failure to pay the Pole Fee or any other Fees payable to MGSA in this Agreement within forty-five (45) days after the date such Fee is due shall be an event of default, and if such default shall occur, then Crown Castle shall pay to MGSA a late charge of fifteen percent (15%) of the overdue Fee. Crown Castle acknowledges that late payment by Crown Castle to MGSA of amounts due under this Agreement will cause MGSA to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. The parties agree that such late charge represents a fair and reasonable estimate of the costs MGSA will incur by reason of Crown Castle's late payment.

3.5 Fee Increases. Commencing on the annual anniversary of the Effective Date of this Agreement, the Processing Fee and Pole Fee payable by Crown Castle hereunder shall be adjusted and increased by three percent (3%) of the applicable Processing Fee and Pole Fee, rounded to the nearest \$10.

3.6 Taxes. Crown Castle shall pay all personal property taxes on any personal property installed by Crown Castle on MGSA Property before delinquency.

4. INSTALLATION.

4.1 Crown Castle agrees that all construction and installation work shall be performed at Crown Castle's sole cost and expense, in a neat, responsible, skillful and workmanlike manner only by qualified and properly trained persons and appropriately licensed contractors. Work shall use generally accepted construction and installation standards consistent with such reasonable requirements as may be imposed by the MGSA, the approved Working Drawings, and all requirements, rules, and ordinances as required by each jurisdiction where the MGSA Property is located.

4.2 Crown Castle shall install and maintain the Equipment in accordance with the requirements of California Electric Code, National Safety Electric Code IEEE C2 (NESC) and any applicable local electrical code existing and as any of those codes may be amended.

4.3 Crown Castle shall label the Equipment placed in or on any MGSA Property. Label information to be placed on each pole comprising MGSA Property shall include Crown Castle's name, appropriate safety warnings and emergency contact information.

4.4 Crown Castle shall repair any damage to the MGSA Property to the extent such damage is caused by Crown Castle, any of its agents, representatives, employees, contractors, or subcontractors, or by the Equipment as a result of the installation, construction, operation, maintenance, and repair of the Equipment, at Crown Castle's sole cost, as soon as possible, but in no event more than ten (10) business days after the date Crown Castle was first notified by the MGSA or its Vendor of such damage. All repairs shall be performed such that the MGSA Property is restored to the condition in which it existed immediately prior to the damage and to the reasonable satisfaction of the MGSA. If Crown Castle fails to repair any such damage within thirty (30) days of receipt of notice of the same, MGSA may, in its sole and absolute discretion, repair such damage and Crown Castle shall reimburse MGSA for all costs and expenses incurred in such repair within thirty (30) days following receipt of an invoice and reasonable supporting documentation. Crown Castle's obligations under this subparagraph shall survive termination of this Agreement.

4.5 Crown Castle shall not during construction or otherwise impede access to or in any way obstruct, interfere with or hinder the use of the MGSA Property or access thereto. If any of the foregoing occurs, Crown Castle shall take immediate

corrective action, and shall use best efforts to correct same within twenty-four (24) hours of notice by MGSA.

4.6 Crown Castle agrees, represents and warrants that (i) it shall obtain, at its sole cost and expense, prior to start of installation of the Equipment, all necessary federal, state, local and municipal permits, licenses, and approvals and (ii) the Equipment, and placement of such Equipment, shall comply with all applicable safety standards, as modified from time to time, of any governing body with jurisdiction over the installation and use of the Equipment.

4.7 Crown Castle shall not remove or alter any MGSA Property without the express written permission of the MGSA. The MGSA may in its sole discretion repair or replace any MGSA Property damaged by Crown Castle's installation or removal of the Equipment, and Crown Castle shall reimburse the MGSA its costs for such repair and replacement within thirty (30) days from receipt of MGSA's written request and reasonable supporting documentation.

4.8 In performing installation or removal of Equipment on MGSA Property, Crown Castle shall leave the MGSA Property in as good or better condition than existed prior to said work taking place.

5. UTILITIES. Crown Castle shall be responsible for arranging for electrical service by PG&E and paying any charges for electricity for the operation of the Equipment.

6. LIENS. Crown Castle shall be responsible for the satisfaction and payment of all amounts due to any provider of work, labor, material, or services claiming by, through or under Crown Castle, and shall keep the MGSA Property free and clear of all liens resulting from such labor, material and services. This paragraph shall survive termination of this Agreement and Crown Castle shall pay all liens within thirty (30) days after notice has been received.

7. MAINTENANCE AND ACCESS. Crown Castle, through its designated and approved employees and contractors, shall be solely responsible for the maintenance, repair, replacement and care of the Equipment and shall maintain the same in a clean, sanitary, and safe condition and in good repair and free of any defects at all times during this Agreement.

7.1 Activity Log. Crown Castle shall maintain an activity log for each pole that describes all actions taken and the date and time of each activity. Upon request from MGSA, Crown Castle will provide a copy of the Activity Log for the month(s) requested by MGSA in its entirety. A print-out of Crown Castle's customary maintenance log will suffice for the purposes of this section, provided that such log includes relevant dates and a reasonable description of the work completed.

8. SAFETY PRECAUTIONS.

8.1 Safe Working Conditions. Crown Castle shall perform all work on MGSA Property in a safe manner and in compliance with applicable federal, state, and local laws, rules and regulations. All work on such streetlight facilities shall be

performed by Crown Castle's trained personnel or licensed contractor operating from either a bucket or ladder truck, to the extent necessary to perform such work. Crown Castle acknowledges and agrees that the installation and maintenance of Equipment on MGSA Property poses a risk of severe injury or death to persons who are not properly trained and equipped to work on such street pole or similar improvements. Persons performing installation, maintenance and any other work related to the Equipment shall be appropriately trained and licensed by the California State Contractors Licensing Board and as may be required by any applicable California Public Utility Commission (CPUC) rules and regulations. Crown Castle shall ensure that said persons observe all required safety requirements established by the CPUC, and Cal-OSHA, including tag-out lock and de-energization rules, ladder and lift restrictions, traffic control and work zone safety guidelines per the California Manual on Uniform Traffic Control Devices (CA MUTCD), and street right of way safety requirements and training in these areas.

8.2 Disconnect Device. To the extent feasible given the structural configuration of any particular MGSA streetlight pole(s), Crown Castle shall install on all MGSA Property (each pole) a disconnect device such as a cutoff switch or similar mechanism. This disconnect device must disable and de-energize the Equipment so that any MGSA personnel performing work may upon prior notice to Crown Castle's Network Operations Center ("NOC"), safely shut down the Equipment so that they are not exposed to electromagnetic frequencies (EMF) or radio frequencies (RF) generated by the Equipment. If installed, the disconnect device must be clearly identified and easily accessed with its operation being obvious and intuitive. Crown Castle shall provide the MGSA with information and diagrams describing the use, function, and operation of the disconnect device for the instruction of MGSA or Vendor personnel. If such disconnect device has not been installed by Crown Castle, upon notice from MGSA to Crown Castle's NOC at least four (4) hours in advance, Crown Castle shall temporarily disable and de-energize the Equipment at the requested location in connection with MGSA's work at such location.

8.3 Radio Frequency Emission Requirements. Crown Castle will operate the Crown Castle Equipment in a manner that complies with the Federal Communication Commission's ("FCC") or any more restrictive applicable standard subsequently adopted or promulgated by a governmental agency with jurisdiction regarding current or future Maximum Permissible Exposure (MPE) limits for radio frequency emissions.

9. NON - INTERFERENCE / COORDINATION OF WORK: The Equipment installed by Crown Castle shall not unreasonably interfere with the primary purpose of MGSA Property including streetlight facilities (to provide illumination). Moreover, the Equipment installed by Crown Castle shall not interfere with any other use by MGSA of the MGSA Property, any other city or county operation, or any other lawful operation by a third party whose equipment, attachments or use existed prior to the date of this Agreement. No license to any party other than Crown Castle entered into by MGSA after the date of this Agreement shall allow such other party to interfere either physically or electromagnetically with the Equipment installed by Crown Castle or operations permitted under this Agreement. Crown Castle shall be responsible for the coordination of the Equipment installation work to avoid any interference with existing utilities, other city structures, or

any city or other municipal transit operations. Crown Castle shall be the MGSA's point of contact for all Equipment installation and except in the case of an emergency, all communication concerning Equipment installation shall be through Crown Castle's representatives. No less than thirty (30) calendar days before commencing installation of MGSA approved Equipment on any MGSA Property, Crown Castle shall (1) provide MGSA and its Vendor a proposed installation schedule and (2) provide MGSA a list of names of contractors who will perform the installation work.

10. CO-LOCATION. Consistent with applicable laws and regulations (if any), MGSA maintains the right to decide if more than one carrier can locate on any individual pole (Co-location). The carrier not presently occupying the pole will not adversely impact the existing carrier. Crown Castle is required to cooperate in good faith to facilitate Co-location if requested by MGSA.

11. MGSA's CONTROL OF MGSA PROPERTY / EMERGENCIES. MGSA reserves the right at any time to make alterations, additions, repairs, deletions or improvements to all or any part of the MGSA Property for any purposes. In performing such work, MGSA shall make good faith efforts to give Crown Castle prior notice of such work and shall make reasonable efforts not to disrupt Crown Castle's normal use of Crown Castle's Equipment on MGSA Property. However, the MGSA's authority and ability to make changes to any MGSA Property shall not be impeded or delayed in any way by the presence of Crown Castle's Equipment. The making of any such alterations, additions, repairs, deletions, or improvements shall in no event entitle Crown Castle to any damages, relieve Crown Castle of its obligation to pay license fees or to perform each of its other covenants or obligations established in this Agreement, provided that Crown Castle can still operate the Equipment as intended in this Agreement. In the event of an emergency, the MGSA's work and needs shall take precedence over any operations of Crown Castle on MGSA's Property. The parties shall notify each other of any emergency situation related to the MGSA Property at the emergency phone numbers listed below:

MGSA – Michael Frank, MGSA Executive Officer: (415) 798-6073

Crown Castle – Crown Castle Network Operations Center (NOC): 1-800-264-6620

12. REMOVAL OF EQUIPMENT. MGSA will provide Crown Castle fifteen (15) business days prior written notice of any non-emergency work that will, or may, affect the Equipment and/or the Crown Castle network.

12.1 Upon initial installation, Crown Castle shall train MGSA's electrical contractors to deenergize the Equipment installed by Crown Castle and whatever else necessary to meet safety regulations. Upon request of MGSA, Crown Castle shall provide periodic supplemental training to MGSA's electrical contractor. In the event that MGSA is required by law or unavoidable circumstance to perform work on an emergency basis on any pole on which Crown Castle has attached any of its Equipment under circumstances in which it is not possible to notify Crown Castle sufficiently in advance, MGSA's electrical contractor will make every effort to ensure that all workers involved are familiar with the procedures for de-energizing Crown Castle's Equipment and will use commercially reasonable care in handling and storing Crown Castle's Equipment. In addition, MGSA will use commercially reasonable efforts to notify Crown Castle of such circumstance as

soon as practicable and will take all due care in removing and storing the Equipment. In the performance of any routine, special or emergency work, MGSA shall take all steps necessary to minimize any damage or interference to the Equipment and/or Crown Castle's use thereof.

12.2 Crown Castle will provide MGSA with ten (10) day prior written notice before removing any Equipment from any MGSA Property, specifying the Equipment to be removed and the MGSA Property from which it is to be removed.

12.3 Upon expiration or earlier termination of this Agreement, Crown Castle will, at its expense, remove all remaining Equipment from the MGSA property within sixty (90) days of the date of such termination. In the event that Crown Castle fails to remove any Equipment from the MGSA Property in a timely manner, no less than thirty (90) days, MGSA may at Crown Castle's expense, remove, store, and dispose of such Equipment. Crown Castle shall pay such actual and reasonable costs to MGSA within thirty (30) days of receipt of a written request from MGSA for such payment.

12.4 Crown Castle shall post a bond or other security in an amount acceptable to MGSA in its sole discretion for the removal of its equipment and any other obligation of this License.

13. HAZARDOUS MATERIALS. Crown Castle will not generate, store or dispose of any Hazardous Materials on or about the MGSA Property in violation of any applicable Laws. "Hazardous Materials" shall mean any chemical, substance, waste or material which has been or is hereafter determined by any federal, state or local governmental authority to be capable of posing risk of injury to health or safety, including without limitation, those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" under applicable Laws, and includes without limitation petroleum, asbestos, polychlorinated biphenyls, flammable explosives, radioactive materials and radon gas.

14. OWNERSHIP OF ELEMENTS. Crown Castle will own or have the legal right to use and control the Equipment. Each Party will be responsible for service to elements owned or controlled by the specific Party.

15. NEW / REPLACEMENT STREETLIGHT FACILITIES. Based on discussions with local jurisdictions and MGSA, Crown Castle may install replacement MGSA streetlight facilities at its own expense with custom-designed streetlights designed to accommodate Crown Castle's Equipment. Crown Castle shall transfer ownership of any replacement poles, including any illuminating apparatus and extension arm, to MGSA once the replacement pole is installed, pursuant to the offer of dedication form attached hereto as Exhibit "B." MGSA in its sole discretion shall determine if it will allow the replacement light.

16. POLE REPAIRS.

16.1 Crown Castle will be responsible for repair and/or replacement of any Crown Castle Equipment that is damaged or destroyed by third parties. Crown Castle may enter into an agreement with MGSA's contracted electrical vendor (or

other servicing vendor designated by MGSA from time to time) to handle any appropriate repair and/or replacement.

16.2 Any poles that were custom designed to accommodate Crown Castle's equipment that are damaged or destroyed by third parties are the responsibility of Crown Castle to replace or pay for replacement to the extent that Crown Castle's Equipment remains attached thereto.

17. RELOCATION OF STREETLIGHT FACILITIES. Crown Castle shall be responsible for covering any of MGSA's additional incremental costs associated with the relocation of any MGSA streetlight facilities which contains Crown Castle Equipment that must be relocated due to a change in street realignment or other authorized city or county decision; provided such incremental costs directly result from or are attributable to Crown Castle's Equipment and a copy of such anticipated incremental costs are provided to Crown Castle in advance. A relocation of a street light due to a change in street alignment is under the authority of a city and county and Crown Castle will meet any requirements imposed by the city or county due to such realignment.

18. INDEMNITY. Crown Castle shall indemnify, protect, defend and hold harmless the MGSA, its Board Members, officers, employees, and agents, from and against claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including the costs of any "hazardous material," remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense, to the extent caused directly, in whole or in part, by the negligence or willful misconduct of Crown Castle, its directors, officers, employees, agents, contractors, subcontractors and representatives, or arising from Crown Castle's construction, installation, operation, maintenance or repair of the Equipment, but not to the extent arising out of the negligence or willful misconduct of the MGSA.

18.1 The MGSA shall be liable only for the costs of repair to the damaged Equipment arising from the MGSA's negligence or willful misconduct, and the MGSA shall not be otherwise responsible for any damage, loss, or liability of any kind occurring by reason of anything done or omitted to be done by the MGSA or by any third party, including, without limitation, damages, losses, or liability arising from the MGSA's approval of Equipment placement.

19. INSURANCE. Crown Castle shall carry and maintain for the duration of this Agreement the following types and limits of insurance or self-insurance ("basic insurance requirements") herein:

19.1 Commercial Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death and property damage, with combined single limits of Two Million Dollars (\$2,000,000) for each accident covering all owned, non-owned and hired autos.

19.2 Commercial General Liability Insurance with a limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage and Two Million Dollars (\$2,000,000) general aggregate including contractual liability and products & completed operations coverage.

19.3 Workers' Compensation Insurance with statutory limits and employer's liability insurance with limits of One Million Dollars (\$1,000,000) per each accident/disease/policy limit.

19.4 All policies required of Crown Castle shall be primary insurance as to the MGSA, its Board of Directors, officers, agents, or employees and any insurance or self-insurance maintained by the MGSA shall be excess of the Crown Castle's insurance and shall not contribute with it.

19.5 The required limits hereunder may be met by any combination of primary and excess or umbrella insurance.

19.6 Insurance is to be placed with insurers with a Bests' rating as approved by MGSA's Executive Officer, but in no event less than A-: V.

19.7 Upon receipt of notice from its insurer, Crown Castle will provide MGSA with thirty (30) days prior written notice of cancellation of any policy required herein.

19.8 The insurance required hereunder shall be maintained until all equipment has been removed from MGSA property.

20. FORCE MAJEURE. MGSA and MGSA's agents shall not be liable or responsible to Crown Castle, and Crown Castle hereby waives any claim for, any loss or damage to any property or person or loss of use of any property occasioned by any cause, including without limitation by theft, fire, act of God, public enemy, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority.

21. DISCLAIMER; WAIVER. In no event shall either Party or such Party's respective agents or successors and assigns be liable for any contract damages of lost profits, consequential, special, exemplary, indirect, punitive or incidental losses or damages, including loss of use, loss of goodwill, lost revenues, loss of profits or loss of contracts and each party hereby waives such claims and releases the other Party from any such liability.

21.1 Crown Castle acknowledges that California Civil Code Section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of Section 1542, or other similar provisions of Law, and intend that the waiver and release provided by this subsection shall be fully enforceable despite its reference to future or unknown claims.

22. ASSIGNMENT. Neither this Agreement, nor any interest in it, may be assigned or transferred by Crown Castle without the prior written consent of the MGSA. Notwithstanding the foregoing or any provision in this Agreement to the contrary, Crown Castle shall have the right to assign this Agreement to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with Crown Castle, or to any entity into which Crown Castle may be

merged or consolidated or which purchases all or substantially all of the assets of Crown Castle that are subject to this Agreement. Crown Castle shall have no right to subcontract space on the streetlight pole to any third party.

23. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the Parties to the Agreement and their permitted successors and assigns.

24. COMPLIANCE WITH ALL LAWS. Laws means any and all laws, regulations, ordinances, resolutions, judicial decisions, rules, permits and approvals applicable to Crown Castle's use of its Equipment that are in force on the date of this Agreement or as lawfully amended including, without limitation, MGSA's code. Crown Castle shall comply with all Laws with respect to Crown Castle's use of its Equipment. This Agreement does not limit any rights Crown Castle may have in accordance with Laws to install its own poles in the right of way or to attach Crown Castle's Equipment to third-party poles located in the right of way. This Agreement shall in no way limit or waive either party's present or future rights under Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially preempted or superseded by changes in Laws, the parties agree to amend the Agreement to reflect the change in Laws.

25. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to sign on behalf of such entity and to bind such entity fully to each and all of its obligations set forth in this Agreement.

26. EXHIBIT. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and any exhibit attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail unless it clearly appears that such conflicting provision in such exhibit was intended to override the terms of this Agreement in the particular involved. The exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

27. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Venue for any action shall be in the Superior Court, County of Marin.

28. FURTHER ASSURANCES. Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

29. NEGATION OF PARTNERSHIP. MGSA shall not become or be deemed a partner or joint venture with Crown Castle or associate in any such relationship with Crown Castle by reason of the provisions of this Agreement. Crown Castle shall not for any purpose be considered an agent of MGSA.

30. NO WAIVER OF DEFAULT. The failure of any Party to enforce against another Party any provision of this Agreement shall not constitute a waiver of that Party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement. The acceptance of work or services, or payment for work or services, by MGSA shall not constitute a waiver of any provisions of this Agreement.

31. NOTICES. All notices relative to this Agreement shall be mailed by US first class mail and to the email below with acknowledgement of email by recipient. The parties shall be addressed as follows, or at any other address designated by notice:

MGSA: Email: michael@michaelsfrank.com

Marin General Services Authority
Attn: Michael Frank, Executive Officer
555 Northgate Drive, Suite ~~230~~ 102
San Rafael, California, 94903

Crown Castle:

Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Ken Simon, General Counsel

With a copy to:

Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCN Contracts Management

32. TERMINATION FOR CAUSE.

32.1 MGSA may terminate this Agreement or Crown Castle's right to install, operate and maintain its Equipment on certain MGSA Property for cause upon ten (10) days' prior written notice sent by the MGSA to Crown Castle. In that event, the MGSA may exercise its legal rights and/or equitable remedies reserved under this Agreement or by law at any time, including, without limitation, the right to recover any uncollected fees that would be due and payable by Crown Castle to the MGSA for the period prior to such termination date.

32.2 A termination for cause means: (a) Crown Castle has failed to cure a material default of this Agreement within thirty (30) days after it receives the MGSA's notice of default, or, if the default can be cured and such cure reasonably requires more than thirty (30) days to achieve, fails to commence such cure within the specified period but, thereafter, diligently continues such cure until completion thereof; (b) the CPUC, the FCC or other agency exercising jurisdiction over Crown Castle has, by final order or action that is no longer subject to appeal, terminated or otherwise revoked Crown Castle's approval, authorization, certification or license to operate the Crown Castle Equipment on certain MGSA Property; (c) Crown Castle's authority to do business in California has expired or is rescinded or terminated by final order or action that is no longer subject to appeal; or (d) bankruptcy.

32.3 Upon termination for cause with respect to certain MGSA Property, the right to attach to such MGSA Property will immediately terminate after the MGSA delivers ten (10) days prior written notice to Crown Castle. In such event, Crown Castle shall, within sixty (60) days of the effective date of termination of this Agreement or Crown Castle's right to operate its equipment on specified MGSA Property, as applicable, remove or cause the removal of the Crown Castle Equipment from such MGSA Property, or, if Crown Castle fails to remove or cause such removal within such –sixty (60) day period, MGSA may remove the same for the account of and at the sole cost and expense of Crown Castle; such actual and reasonable cost to be paid to MGSA from Crown Castle within thirty (30) days from receipt of MGSA's written demand and reasonable supporting documentation. Crown Castle shall continue to pay the any applicable fee due for such pole until the Equipment has been completely removed from the MGSA Property.

33. TERMINATION WITHOUT CAUSE. The Parties hereto agree that (a) Crown Castle may terminate its right to operate its Equipment as it relates to any individual location upon thirty (30) days advance written notice to MSGA, and (b) MSGA may terminate Crown Castle's right to operate its Equipment as it relates to any individual location upon (i) the occurrence of a material default hereunder related to such individual location that constitutes a cause event in accordance with Section 32.2 above, or, (ii) a determination by MSGA in its reasonable discretion that public necessity requires that the applicable streetlight be removed or relocated in accordance with Section 17 above, upon one hundred eighty (180) days advance written notice to Crown Castle. Any termination of this Agreement shall not relieve Crown Castle of any obligations, whether of indemnity or otherwise, which have accrued prior to such termination or completion of removal of Crown Castle's Equipment, whichever is later, or which arises out of an occurrence happening prior thereto, except to the extent arising from the negligence or willful misconduct of MSGA. For the avoidance of doubt, the obligation of Crown Castle to pay the Pole Fee (as provided in Section 3 above) for any individual location shall automatically terminate upon the removal of Crown Castle's Equipment for such location. In the event a local agency engages in any street repair work that necessitates the removal of a streetlight, MGSA agrees that Crown Castle may install new Equipment on any replacement light in accordance with all requirements of this Agreement.

33.1 Except as specifically set forth herein, MGSA and Crown Castle agree that neither Party shall terminate this Agreement in the event of an alleged breach nor default hereunder before the defaulting Party has been given notice of and a reasonable time and opportunity to respond to and cure any such breach or default. For purposes of the foregoing, a reasonable time to cure any breach or default shall be deemed to be thirty (30) days after receipt of written notice

34. TERMINATION FOR PUBLIC NECESSITY. MGSA may for consideration of the public health, safety, or welfare, including, without limitation, safety, reliability, security or engineering reasons, terminate or otherwise modify the scope of the non-exclusive license granted by this Agreement with respect to any individual locations, upon thirty (30) days prior written notice. In the event a city or county law enforcement authority says it must use a streetlight pole, Crown Castle will remove equipment and MGSA will use its best and most reasonable efforts to find a site to relocate Crown Castle's equipment.

35. MERGER AND MODIFICATION. All prior agreements between the Parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the Parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The Parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved and signed by all the Parties.

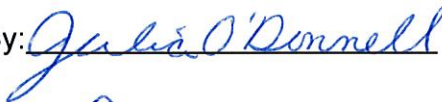
[Signature Page Below]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

**MARIN GENERAL SERVICES
AUTHORITY**

CROWN CASTLE FIBER LLC

By: 

By: 

Title: Michael S. Frank
Executive Officer

Title: Director Contract Management

Attachments:

Exhibit "A" – Streetlight Pole Request and Authorization Form

Exhibit "B" – Streetlight Pole Offer of Dedication by Crown Castle and MGSA Acceptance Form

Exhibit "C" – Streetlight Pole Preauthorization Form

EXHIBIT A

**STREETLIGHT POLE REQUEST AND
RESERVATION FORM**



STREETLIGHT POLE REQUEST & RESERVATION FORM (SUPRA)

PART 1

REQUEST FOR ACCESS

In accordance with Streetlight Master License Agreement between the Marin General Services Authority and Crown Castle Fiber, LLC ("Crown Castle"), we hereby request permission to place attachments on MGSA streetlights designated below.

1. **Date of Submittal:** _____ 2. **Total # of Pages (including Form):** _____
3. **Total Number and Location of the Streetlights.**

#	Carrier ID#	Streetlight ID#	Street/Cross St.	New or Existing Pole (N or E)	Latitude	Longitude
1						
2						
*	Additional streetlight lists can be attached in this same format.					

4. **Backup Documentation Attached.**
- List of equipment to be attached, full construction drawings of the proposed installation detailing method of attachment, location of power and fiber runs into and up each pole, cut sheets, and actual product specs.
 - All necessary land use permits (planning, building, encroachment) from the respective jurisdiction(s).
 - Wet stamped report by a licensed engineer demonstrating: 1) pole can safely support the weight and wind loading of Crown Castle's Equipment; and 2) total number of watts per installation on each pole and cumulative total number of watts including other systems placed within 100 feet of each pole are within acceptable safety limits for human exposure.
5. **Fees.** Annual Pole Fee - \$1,200 per pole commencing on the first day of the month following installation of Equipment, subject to increase in accordance with Paragraph 3.5 of the Agreement. Per-Pole Processing Fee - \$500 per pole submitted on this SUPRA form.

6. **Contact Information.** Please cite individual able to answer questions about this permit request:

Crown Castle Fiber, LLC

Authorizing Name: _____ Phone: (____)-____-____ E-mail: _____

7. **Signature of Authorized Representative.**

Crown Castle Fiber, LLC

Print Name: _____ Signature: _____



PART 2 AUTHORIZATION

Subject to the terms and conditions of the Agreement, you are hereby authorized to install the attachments described in this Streetlight Pole Request and Authorization Form with the following exceptions:

MARIN GENERAL SERVICES AUTHORITY:

BY: _____
Executive Officer

Execution Date: _____

EXHIBIT B

**STREETLIGHT POLE OFFER OF
DEDICATION BY CROWN CASTLE
AND MGSA ACCEPTANCE FORM**



STREETLIGHT POLE OFFER OF DEDICATION AND ACCEPTANCE FORM

PART 1 **OFFER OF DEDICATION**

In accordance with Streetlight Master License Agreement between the Marin General Services Authority and Crown Castle Fiber, LLC, we hereby dedicate the following listed streetlights on this form to MGSA.

1. **Date of Submittal:** _____
2. **Total # of Pages (including Form):** _____
3. **Total Number of Streetlights to be Dedicated:** _____
4. **Location of the Streetlights.**

#	Carrier ID#	Streetlight ID#	Street/Cross St.
1			
2			
*	Additional streetlight lists can be attached in this same format.		

5. **Contact Information.** Please cite contact information of individual able to answer questions about this dedication:

Crown Castle Fiber, LLC
 Authorizing Name:
 Phone: (____)-____-____
 E-mail: _____

6. **Signature of Authorized Representative.**

Crown Castle Fiber, LLC

Print Name: _____ Signature: _____



PART 2 **MGSA ACCEPTANCE**

Subject to the terms and conditions of the Agreement, the newly installed streetlights described in this Streetlight Pole Offer of Acceptance and Dedication Form are accepted with the following exceptions:

MARIN GENERAL SERVICES AUTHORITY:

BY: _____
Executive Officer

Execution Date: _____

EXHIBIT C

STREETLIGHT POLE RESERVATION FORM



PART 2 AUTHORIZATION

Subject to the terms and conditions of the Agreement, you are hereby authorized to pursue an application to install the attachments on MGSA owned Streetlights with the following exceptions:

MARIN GENERAL SERVICES AUTHORITY:

BY: _____
Executive Officer

Execution Date: _____