

**LICENSE AGREEMENT FOR
WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES**

This License Agreement for Wireless Installations on Public Structures (“Agreement”) is made and entered into as of this 13th day of August, 2019 (the “Effective Date”), by and between the **CITY OF SALINAS**, a California Municipal Corporation (“Licensor”) and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company (“Licensee”).

RECITALS

WHEREAS, Licensee seeks to attach Wireless Installations to certain Structures and to utilize certain Infrastructure upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such Structures and Infrastructure in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 Grant of License. Licensor hereby grants Licensee a license for Licensee’s use of Licensed Sites throughout the City of Salinas, and provides the right, as necessary, to utilize, replace or upgrade Licensor’s Structures and Infrastructure in accordance with the terms and conditions of this Agreement, as provided herein, and as provided in the individual Site Licenses signed by Licensor pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of the Agreement. No use of Licensor’s Structures or Infrastructure under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, that do not conform to this Agreement.

1.2 Permitted Use. Licensee may use Licensor’s Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Agreement.

1.3 Agreement Term. This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Agreement Initial Term. This Agreement will automatically renew for one (1) five (5) year renewal term, unless either Party provides written notice of termination to Licensor at least ninety (90) days prior to the expiration of the Agreement Initial Term.

1.4 Site License Term. The term for each individual Site License shall commence on the Commencement Date and shall be coterminous with the Term of this Agreement. Subject to the terms of Section 13.5 of this Agreement, following the expiration of this Agreement, each Site License entered into hereunder shall survive and continue for an additional period of five (5) years thereafter (the “Amortization Period”). No Amortization Period shall be provided if this Agreement is terminated pursuant to Section 13.4(c) or 13.4(d) of this Agreement.

2. SCOPE OF LICENSE

2.1 Scope of License Generally. Licensor acknowledges that Existing Laws specify the appropriate level of RF Emissions, as well as prohibit Licensor from enacting any policies which prohibit or effectively prohibit the installation of wireless telecommunications networks. Licensee shall not have a presumed right to construct Wireless Installations at the time and place of its choosing unless it can demonstrate to the satisfaction of the Licensor that, due to peculiarities of the requested Licensed Site, it is impractical to comply with the requirements of this Agreement. In that scenario, Licensor and Licensee shall work together to identify Licensed Sites and Wireless Installations that will achieve the highest degree of compliance possible while not effectively prohibiting installation.