

TELECOMMUNICATIONS SITE LICENSE AGREEMENT

This License Agreement ("License Agreement") is made this __ day of _____, between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("County") and **CELLCO PARTNERSHIP**, a Delaware Partnership duly qualified to conduct business in the State of California, doing business as **VERIZON WIRELESS** whose principal place of business is One Verizon Way, Basking Ridge, New Jersey 07920 ("Licensee").

Recitals

A. The County owns an easement ("Property") on certain portions of certain real property owned in fee by the City of South Lake Tahoe ("City") located at 1352 Johnson Boulevard, South Lake Tahoe, California identified by Assessor's Parcel Number 025-010-021-000 (the "City Property"). The Property is legally described on **Exhibit A** attached hereto and incorporated herein.

B. The County and Licensee are parties to that certain Facility Use Agreement dated September 23, 1999, as amended by that certain Amendment I to Facility Use Agreement dated September 28, 2004, as further amended by that certain Facility Use Agreement - Amendment II dated December 12, 2006, as further amended by that certain Facility Use Agreement - Amendment III dated August 24, 2010, and as further amended by that certain Facility Use Agreement - Amendment IV dated July 15, 2014 (as so amended, the "Original Agreement"). The term of the Original Agreement expired on September 30, 2019.

C. Pursuant to the Original Agreement Licensee licenses a portion of the Property comprised of approximately 414 square feet ("Land Space") (land space and generator space); together with space on County's monopole ("Pole") for Licensee's six (6) antennas and appurtenant equipment ("Antenna Space"); together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks to the Land Space, for the installation, operation and maintenance of antennas, utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from and between the Land Space and Antenna Space, said Land Space, Antenna Space and Rights of Way, together with as depicted and detailed on Exhibit A (collectively, the "Licensed Space") attached hereto and incorporated herein by this reference.

D. The County desires to continue to license to Licensee the right to install, operate and maintain antennas and telecommunications equipment on and within the Property on the terms and conditions set forth herein.

NOW, THEREFORE, the undersigned parties agree as follows:

1) **TERM:** This License Agreement shall be effective as of the date of execution by both parties and shall be for a two (2) year term, covering the period retroactive to October 1,

2019 through September 30, 2021. This Agreement shall automatically be extended for one (1) additional three (3) year term unless Licensee terminates it at the end of the then current term by giving Licensor written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "License Term".

2) PURPOSE: County hereby grants to Licensee a license to use the Licensed Space for operating and maintaining Licensee's equipment on the Pole and an equipment shelter and all related infrastructure and telecommunications equipment including utility wires, cables, and conduits ("Equipment").

3) LICENSE NOT TRANSFERABLE: The license granted herein is personal to Licensee only and is not transferable in any manner whatsoever. Transfer of this License Agreement or the rights granted herein by this License Agreement shall be void and of no force without the express written consent of County, which consent shall be at County's sole discretion. Licensee shall not sublicense, let or sublet all or any part of the Licensed Space nor assign this License Agreement or any interest therein without the prior written consent of the County. Notwithstanding the foregoing, Licensee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets without County's consent and Licensee shall notify County in writing. Said notice shall become part of this Agreement as an addendum upon acknowledgement in writing by County Contract Administrator and no further amendment of the Agreement shall be necessary.

4) USE: The Licensee shall use the Licensed Space for the purposes set forth in Section 2 above. Licensee agrees not to use or permit the use of the Licensed Space for any other purpose, or for any purpose which is illegal, dangerous to life, limb or property or which, in County's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Licensed Space. In particular, no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCB's) or other environmentally hazardous materials will either be used or stored in or around the Licensed Space and no such materials will be used or stored in or around the Licensed Space and no such materials will be used in any of the Equipment installed by Licensee in the Licensed Space (except for Licensee's battery system or temporary generator, as the same may be required in Licensee's sole discretion, which having environmentally sensitive materials, including but not limited to diesel fuel, will be handled by and will be the sole responsibility of the Licensee.) Licensee's use of the Licensed Space for purposes as expressly permitted by this License shall not be deemed a nuisance. Licensee will not permit unauthorized person or persons with insufficient expertise or experience to enter the Licensed Space and maintain or operate its Equipment. Licensee understands that its Equipment must be kept locked and secure at all times and the electrical or telephone rooms must not be available or open to the public. Licensee shall use the Licensed Space in conformance with applicable standards and requirements with respect to telecommunications facilities. In the event that Licensee determines in its sole discretion that the Licensed Space is no longer technically

compatible for its use, or that the use of the Licensed Space is obsolete or unnecessary, Licensee shall have the right to terminate this License Agreement. Notice of Licensee's exercise of its right to terminate shall be given to County in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All License Fees (defined below) paid to said termination date shall be retained by County. Upon such termination, this License Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to County.

Licensee acknowledges that interruptions in utility services are not uncommon in facilities such as the Licensed Space and Licensee acknowledges that any sensitive electronic equipment which may be used in the Licensed Space will be protected by Licensee from utility service interruptions through the use of backup power supplies, surge protectors and other appropriate safety systems. Licensee acknowledges that it has taken all precautionary steps it deems necessary to protect such Equipment in the Licensed Space, to include all applicable insurance coverages. Licensee agrees to release and hold harmless the County, its officers, agents and employees from any damages or losses (including indirect or consequential damages and including reasonable attorneys' fees) sustained to any of Licensee's Equipment which are caused by service interruptions, regardless of whether such interruptions are attributable in whole or in part to the negligence of County, its agents or employees.

5) LICENSE FEE PAYMENTS: Upon the full execution of this License Agreement, Licensee shall pay the County as consideration for its use of the Licensed Space during the License Term, the annual sum of Twenty One Thousand Dollars (\$21,000.00) to be paid in equal monthly installments (the "License Fee"). Licensee agrees to pay all License Fees to County during the License Term, without any offset or deduction whatsoever, at the address set forth in Paragraph 26 below, or such other address as the County may from time to time designate. License Fee payments shall be due and payable in advance, on the first day of each month. In addition to the License Fees, Licensee shall pay County if, and when due, any sales, use or other taxes or assessments which are assessed or due by reason of this License Agreement or Licensee's use of the Licensed Space hereunder. County acknowledges and agrees that the initial payment of the License Fee shall be delivered within sixty (60) days following the date of full execution of this License Agreement, which initial payment shall cover the back due License Fee payments for the period commencing October 1, 2019 through the date of full execution of this License Agreement.

6) DELINQUENT LICENSE FEES: Licensee acknowledges that the County incurs collection and administrative costs associated with pursuing delinquent License Fee payments. County and Licensee hereby agree that if payment of the License Fee for any month is not received by the County by 5:00 p.m. on the fifteenth (15th) day following receipt of notice from County of a delinquent payment by Licensee, Licensee shall pay a late charge equal to ten percent (10%) of such overdue amount. If the late charge is not paid in a timely

fashion, the amount owed will be added to the succeeding month's License Fee. Acceptance of such late charge by County shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor prevent County from exercising any of the other rights and remedies granted hereunder.

7) UTILITIES: Licensee shall be responsible for and shall pay for all charges for utility services furnished to the Licensed Space for Licensee's use during the term of this License Agreement and, whenever practicable, shall arrange for such services directly with the furnishing utility agency. Licensee shall have the right to run utilities across the Licensed Space in order to service the Licensed Space provided that in doing so Licensee shall not interfere with the County's use of the Property.

As part of Licensee's operation and maintenance of Licensee's Equipment, Licensee shall pay for all costs of meters, submeters, wiring, risers, transformers, electrical panels, lighting, air conditioning and other items, as may be required to accommodate Licensee's design loads and capacities, including, without limitation, the installation and maintenance thereof. Notwithstanding the foregoing, County may withhold consent for Licensee's installation of any wiring, risers, transformers, electrical panels, lighting or air conditioning in the Rights of Way if, in County's reasonable judgment, the same are not necessary or would cause damage or injury to the Rights of Way or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations or repairs to the Rights of Way, or would interfere with or create or constitute a disturbance to other then existing tenants, licensees or occupants of the Licensed Space. In no event shall County incur any liability for Licensee's installation or modification of any such electrical facility or equipment.

8) CONDITION OF SPACE: Licensee acknowledges and agrees that Licensee is accepting the Licensed Space in an "AS-IS" condition without reliance upon any representations or warranties by County and that the County has not agreed to undertake or provide any improvements to the Licensed Space for the Licensee. Licensee agrees to clean, provide appropriate security and maintain the Licensed Space in its improved condition together with obtaining all appropriate permits and other licenses necessary to provide telecommunications services. Licensee acknowledges and agrees that Licensee is fully familiar with the physical condition of the Licensed Space, that Licensee has accepted the same in good order and condition, and that the Licensed Space complies in all respects with the requirements of this License Agreement and is suitable for the purposes for which the Licensed Space are licensed. In that regard, County disclaims, and Licensee waives, any express or implied warranty of suitability with respect to the Licensed Space, and any express or implied warranty of fitness for a particular purpose.

9) INSTALLATION AND OPERATION: All of the equipment to be installed on the Licensed Space shall be installed, operated, and maintained at Licensee's sole cost and expense, and in good and workmanlike manner by a licensed contractor and in accordance with appropriate electrical, mechanical and structural plans and specifications.

10) LICENSEE STATUS. Licensee warrants that it is a public utility corporation included within the exception under Government Code Section 25526.6.

11) MAINTENANCE:

(a) Licensee shall keep Licensee's Equipment installed in the Licensed Space in a neat, clean, and orderly condition at all times during the term of this License Agreement. Licensee, at Licensee's sole cost and expense, shall be responsible for all repairs and maintenance to the Licensed Space resulting from the installation and operation of the Equipment and any modifications or alterations to the Licensed Space made to accommodate the Equipment. Licensee shall also promptly repair any damage to the Licensed Space or County's Property caused by Licensee, its agents or contractors.

(b) County shall maintain, in good operating condition and repair and in accordance with all applicable laws, the Pole and all of County's equipment located on the Pole. County shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from Licensee describing such defect.

(c) In the event of a public necessity requiring immediate attention for public health or public safety reasons that County performs maintenance or repairs which this License Agreement requires Licensee to perform but which Licensee fails to perform subject to all applicable notice requirements and cure periods, Licensee shall reimburse the County within thirty (30) days after receipt of an invoice from County for the cost of such maintenance or repair plus an amount equal to ten (10%) of such costs in order to reimburse County for administration and overhead. Except as provided in the foregoing, County shall not be entitled to repair, alter, adjust, move or otherwise affect the operation of the Licensee's Equipment during the term of this License Agreement.

12) REPAIRS: Subject to Paragraph 11(c) above, the County shall not be obligated to make any repairs to the Licensed Space during the term hereof. Licensee covenants and agrees, at its own cost and expense, during the term hereof to repair any damage to the Property or the Licensed Space to the extent caused by Licensee, its agents, or contractors and to maintain the Equipment in the Licensed Space in good condition and repair.

13) ALTERATIONS: Licensee shall not make or permit any other person to make alterations to the Licensed Space outside of the scope of this License Agreement without the prior written consent of the County. Such consent shall not be unreasonably withheld, conditioned or delayed. Furthermore, County shall not condition its consent on an increase in rent due by Licensee, except for modifications which increase the Land Space. In the event County does not approve or provide written reasons for rejection of Licensee's proposed modifications within thirty (30) days following receipt of request from Licensee, County's consent shall be deemed given. Notwithstanding the foregoing, and provided the modifications do not increase the number of antennas or increase the size of the Land Space (i) Licensee shall be permitted, upon notice to but not consent from County, to repair, replace

or otherwise modify Licensee's Equipment located on the Pole with Equipment Licensee reasonably deems to be "like-for-like" and is of similar size and weight and (ii) Licensee has the right to make any modifications to Licensee's equipment located entirely within the Land Space without notice to or consent from County.

14) FAILURE TO OBTAIN PERMITS: Licensee hereby represents that Licensee has obtained or will apply for and obtain all of the necessary construction permits and/or governmental approvals for Licensee's use and operation in and on the Licensed Space. Issuance of all required permits and governmental approvals is a precondition of this license. Execution of this Agreement in no way constitutes approval by any public agency with permitting authority over Licensee's activities. If Licensee has not, as yet, obtained such permits and/or approvals, Licensee will have the option to terminate this License Agreement because of the denial or withdrawal by the appropriate government agency of any necessary construction permits and/or approvals. This License Agreement shall terminate thirty (30) days after County receives written notice of Licensee's intent to terminate under this provision and neither County nor Licensee shall have any further rights, obligations, duties or liabilities to each other hereunder, except to the extent same accrued prior to the date of termination.

15) ACCESS BY LICENSEE: Licensee shall have access to the Property for the sole purposes of operations, maintenance and repair of the Equipment twenty-four (24) hours per day, seven (7) days per week. The right of access may be exercised at any time by Licensee; however, Licensee agrees to use Licensee's best efforts to minimize interruption to normal Property operations. Access to the Land Space is via Gate #1 located at the end of Happy Homestead Cemetery Road located off the public right of way known as Johnson Blvd. To access the Property, Licensee staff will call the phone number posted on Gate #1, which number is monitored 24/7, to connect directly to the South Lake Tahoe Police dispatch that will activate the gate opening. The Land Space is located just inside and directly to the left of Gate #1.

16) ACCESS BY COUNTY: County reserves the right for County and County's agents to access the Pole at any time (i) to inspect the Antenna Space, (ii) to perform any obligation of Licensee after Licensee's failure to perform same (following expiration of applicable notice requirements and cure periods) or (iii) upon default (following expiration of applicable notice requirements and cure periods) by Licensee under this License Agreement. County acknowledges and agrees that Licensee's Equipment is highly sensitive. During the course of any permitted access to the Licensed Space under this Section 16, County shall not alter, tamper with, adjust, move, or otherwise affect the Equipment or the operation thereof.

17) INTERFERENCE BY LICENSEE: Licensee hereby warrants and covenants that the installation and operation of the Equipment will:

- (a) In no way damage the Property.
- (b) Not interfere with the maintenance or operation of the Property or the heating,

ventilation and air conditioning system or other mechanical or electrical systems of the Property.

- (c) Not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of County or of other lessees or licensees of the Property located within the Property. In the event any of Licensee's equipment causes such interference, and after County has notified Licensee in writing of such interference, Licensee will take all commercially reasonable steps necessary to correct and eliminate interference caused by Licensee, including but not limited to, at Licensee's option, powering down such Equipment and later powering up such Equipment for intermittent testing.
- (d) Comply with all applicable rules and regulations of the Federal Communications Commission ("FCC") or any successor agency to the FCC and the electrical and fire codes of any governmental authority having jurisdiction over the Property.
- (e) Comply with the requirements of the carriers of fire and property insurance on the Property.
- (f) Not increase the possibility of fire or other casualty or increase the then existing premiums for or void the coverage of any insurance on the Property or its contents.

Without limiting any other rights or remedies, if interference is caused by Licensee in violation of Subparagraph (b) or (c) above which affect the County's emergency systems occurs and continues for a period in excess of forty-eight (48) hours following notice to the Licensee via telephone to Licensee's Network Operations Center at (800) 621-2622), Licensee shall reduce power or cease operations of the interfering equipment until the interference is cured. In the event Licensee refuses or is unable to correct interference Licensee is causing under Subparagraphs (b) or (c) within ten(10) days after receipt of notice from County's authorized representative or within the time period as may be extended by the County's authorized representative, County shall, in addition to other remedies available to County under this License Agreement, have the right to correct, or cause to be corrected, such interference caused by Licensee at the sole cost and expense of Licensee; provided, however, in no event will County be entitled to terminate this License Agreement or relocate the equipment as long as Licensee is making a good faith effort to remedy the interference issue. In the event of interference, the County may determine the source of such interference, provided that Licensee shall have reasonable opportunity to demonstrate to County that Licensee is not in fact the cause of the apparent interference. Licensee shall provide reasonable proof of compliance with Subparagraphs (d) and (e) upon reasonable request by County.

County agrees that County and/or any other tenants and licensees of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference

which is measurable in accordance with then existing industry standards to the then existing equipment of Licensee, except County shall have the right at all times during the License Term to allow installation of equipment on the Property which is necessary and related to government operations, including administrative uses and public safety purposes. Except in the event of an emergency, County shall, in good faith, use best efforts to meet and confer in advance with Licensee regarding the installation of new equipment by the County which may cause interference with the operation of Licensee's Equipment. The parties shall use all good faith efforts to continue Licensee's use and transmission without interference if reasonably possible. In the event such interference cannot be avoided after such use of such good faith best efforts, the parties shall address the resolution of Licensee's Equipment pursuant to Section 31 of this License. County and Licensee acknowledge that in the event of an emergency, County may be required to take action with or without notice to Licensee which may cause interference with Licensee's Equipment or signal transmission and reception, and in the event of such public emergency, County shall have no liability to Licensee for any interference or other damage caused to Licensee's Equipment.

18) SURRENDER: Upon the expiration or earlier termination of this License Agreement, Licensee will remove all of the Equipment installed in or on the Licensed Space, exclusive of the Shared Communications Facilities, by Licensee and leave the Licensed Space in the same condition existing as of the date of this License Agreement, ordinary wear and tear excepted. If Licensee fails to remove any Equipment or other property required to be removed within ninety (90) days following expiration or termination of this License Agreement, County may, at County's option, remove such property from the Licensed Space at the expense of Licensee and sell or dispose of same in a manner County deems advisable. Any property of Licensee remaining in the Licensed Space more than ninety (90) days after expiration or earlier termination of this License Agreement, and delivery to Licensee of any applicable statutory notices, if any, will be deemed to have been abandoned by Licensee.

19) INDEMNIFICATION: Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

County shall not be held responsible or liable for any subsurface soil conditions existing at, on, or under the Licensed Space on the effective date of this License Agreement, except to the extent arising out of the willful misconduct or active negligence of County, its officers, agents, or employees. Notwithstanding anything to the contrary contained in this License Agreement, County and Licensee acknowledge that as a material inducement for the County entering into this License Agreement, County shall not be liable for punitive damages or consequential damages (including, without limitation, lost profits or customer losses of Licensee).

20) DAMAGE TO PROPERTY OR PERSON: Subject to Section 19 above, County will not be liable for the following: (i) any loss or damage to property of Licensee, including the Equipment, or of others located in or on the Licensed Space, by theft or otherwise, (ii) any injury or damage to persons or property within the Licensed Space resulting from fire, explosion, gas, electricity, water, rain, snow or leaks from any part of the Licensed Space or from the pipes, appliances or plumbing works or from the Licensed Space, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, (iii) any injury or damage caused by other licensees or any person(s) in the Licensed Space, or by occupants of property adjacent to the Licensed Space or common areas (other than County or City), or by the public or by the construction of any private, public or quasi-public work, or (iv) any latent defect in Licensee's construction of Licensee's Equipment within or upon the Licensed Space.

21) INSURANCE: Licensee shall, at its sole cost and expense, procure and maintain during the entire term of this License Agreement public liability and property damage insurance in accordance with the requirements of **Exhibit B** which is attached hereto and incorporated herein.

22) HAZARDOUS MATERIALS: Hazardous materials are those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. Section 9601, et seq. ("CERCLA") and the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et. seq., or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above regulations, as well as any other substance which poses a hazard to human health or to the environment.

Except as otherwise permitted in this License Agreement, Licensee shall not use, create, store or allow any such substances on the Licensed Space provided, however, that Licensee may use within the Licensed Space lead-acid batteries for emergency back-up power and small quantities of cleaning solvents commonly used in the communications industry, provided that such materials are used, transported, maintained and disposed of in full compliance with applicable environmental laws and regulations and that no hazardous materials are released in or about the Licensed Space. In no case shall Licensee cause or allow the deposit or disposal of any such substance on the Licensed Space. Household products necessary for routine cleaning and maintenance of the Licensed Space may be kept on the Licensed Space in reasonable quantities for current needs.

23) ENVIRONMENTAL HEALTH: Licensee shall, at Licensee's sole cost, take all measures necessary to ensure that the Equipment strictly complies with all obligations to which Licensee is bound in connection with such Equipment, including, without limitation, regulations of the Federal Communications Commission ("FCC"), the Environmental Protection Agency, and the Occupational Safety and Health Administration, applicable to the emission of radiation from active transmission equipment or similar facilities. Licensee shall also pay promptly when due all royalties or other fees due in connection with the operation of

the Equipment. In the event compliance with this section shall require modifications or alterations of Equipment or the Licensed Space, such modifications shall be subject to Section 13 above.

Without limiting the provisions of Licensee's indemnity contained in Section 19, Licensee shall indemnify County, its officers, agents and employees against any and all claims or damages to the extent incurred with or arising from the presence of or exposure to radiation from Licensee's Equipment alone in or upon the Licensed Space and not in combination with that of others due to Licensee's failure to comply with FCC guidelines. In no event shall Licensee be responsible for liable for Hazardous materials brought onto the Property by Licensor or City or any environmental conditions of the Property caused by Licensor or City.

24) POSSESSORY INTEREST: Licensee understands and acknowledges that its interest hereunder may be subject to a possessory interest tax or property tax that may be levied on Licensee by the County of El Dorado pursuant to Section 107 of the Revenue & Taxation Code, Section 33673 of the Health and Safety Code, or other provision of state or local law. The Licensee is required to pay any such tax directly to the County Tax Collector which is billed separately and directly to Licensee.

25) RELOCATION: This License Agreement was created subsequent to the acquisition of the Property by the County, and is therefore subject to the possible reuse of the Property by the County as needed for the County's public purposes. Licensee understands that the Property was acquired by the County for public use and that the development and/or reuse of the Property may result in the termination of this License Agreement sooner than may otherwise be expected, as permitted under Paragraph 31 of this License Agreement. Therefore, Licensee understands and acknowledges that, as a post-acquisition occupant, this License Agreement creates no rights in Licensee under federal, state or local law to receive relocation benefits or any advisory assistance upon termination of this License Agreement and/or displacement of Licensee. Licensee hereby waives and releases the County from any claims for relocation benefits or assistance upon termination of this License Agreement under federal, state, or local relocation law. Notwithstanding the above, if Licensee is required to relocate its Equipment due to the taking or condemnation by a public agency other than the County, Licensee shall have the right to make a claim for reimbursement of relocation costs against the condemning agency.

26) NOTICES: All notices required by this License Agreement shall be in writing and given to the party as follows:

Licensee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: Tahoe PD

County: County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
Attention: Russell Fackrell
Facilities Division Manager

Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier. County or Licensee may from time to time designate any other address for this purpose by written notice to the other party. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27) SEVERABILITY/WAIVER: If any provision of this License Agreement shall be determined to be invalid by any court of competent jurisdiction the remaining portions of this License Agreement shall remain in full force and effect. Waiver by either party of any of its rights under this License Agreement must be in writing and shall not constitute a waiver of any other rights such party may have.

28) AMENDMENT: The terms of this License Agreement may be amended only in a writing signed by the County and the Licensee.

29) LITIGATION COSTS: In the event that a legal action is commenced to enforce any of the provision herein contained, or to recover possession of the Licensed Space, the prevailing party shall be entitled to recover its reasonable attorney's fees in addition to costs and necessary disbursements.

30) DEFAULT: The occurrence of any of the following will constitute a default under this License Agreement:

- (a) Any failure by Licensee to pay, within fifteen (15) days, following Licensee's receipt of notice of nonpayment, License Fees or to make any other payment required under this License Agreement.
- (b) Any failure by a Party to observe and perform any other provision of this License Agreement to be observed and performed by such Party, where such failure continues for thirty (30) days after written notice by the non-defaulting Party; provided, however, that if such default cannot be cured within thirty (30) days, the defaulting Party shall not be deemed to be in default if the defaulting Party commences to perform the cure and diligently pursues it to completion.

31) TERMINATION OF LICENSE AGREEMENT: In the event of default by either

Party, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party shall have the right to terminate this License Agreement and all rights of Licensee hereunder and/or pursue any remedy now or hereafter available to the non-defaulting Party by giving written notice of no less than thirty (30) days to the defaulting Party of such election. No act by County other than giving written notice to Licensee in accordance with this Paragraph 31 shall serve as termination of this License Agreement by County.

Notwithstanding anything to the contrary contained in this License Agreement, if the County at any time during the term of this License Agreement is unable, after use of its best efforts, to fully accommodate Licensee's continuing use of the Licensed Space on the Property due to the County's desire to redevelop, modify, or alter the Property for public purposes, County shall have the right to terminate this License Agreement upon not less than nine (9) months prior written notice to Licensee, whereupon this License Agreement shall terminate without further liability. If Licensee has not been able to develop a replacement site ("Replacement Site") which is fully, legally operational by the end of such nine (9) month period, Licensee shall be permitted to place a temporary cell on wheels or similar temporary facility on that certain real property owned by County known as County Assessor's Parcel No. 025-010-061-000, or such alternative County owned real property in County's reasonable discretion, until the Replacement Site is fully and legally able to be on-air and operational, or the License Term has expired, whichever is earlier.

32) CONDITION UPON TERMINATION: Upon expiration or within ninety (90) days following the earlier termination of the License Agreement, Licensee shall remove all of Licensee's Equipment and surrender the Licensed Space to County, in the same condition as received except for ordinary wear and tear or damages beyond Licensee's control which Licensee was not otherwise obligated to remedy under any provision of this License Agreement. In addition, County may require Licensee at any time to remove any alterations, additions or improvements made without County consent all at Licensee's expense. Licensee shall repair, at Licensee's expense, any damage to the Licensed Space caused by the removal of the Equipment.

33) SUCCESSORS APPLICABLE LAW: This License Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The laws of the State of California shall govern this License Agreement.

34) DAMAGE: If the Property or Equipment are damaged, destroyed or condemned, Licensee may elect to terminate this License Agreement as of the date of the damage, destruction or condemnation by giving notice to County no more than forty-five (45) days following the date of such damage, destruction or condemnation. If Licensee chooses not to terminate this License Agreement, the License Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of the Licensed Space.

35) RECORDATION:

County agrees to execute a Memorandum of this License Agreement which Licensee may record with the appropriate recording officer. The date set forth in the Memorandum of License Agreement is for recording purposes only and bears no reference to commencement of either the term of this License Agreement or rent payments.

36) FORCE MAJEURE: Whenever a period of time is herein prescribed for the taking of any action by either party hereto, that party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of said party.

37) TIME OF PERFORMANCE: Except as expressly otherwise herein provided, with respect to all required acts of Licensee, time is of the essence of this License Agreement.

38) TRANSFERS BY COUNTY: County shall have the right to transfer and assign, in whole, all its rights and obligations hereunder and in the Licensed Space referred to herein, and in such event and upon such transfer County shall be released from any further obligations hereunder arising as of the date of such transfer, and Licensee agrees to look solely to such successor in interest of County for the performance of those obligations arising after the date of such transfer.

39) CONTRACT ADMINISTRATOR: The County officer or employee with responsibility for administering this License Agreement is Russell Fackrell, or successor.

40) ENTIRE AGREEMENT: This License Agreement embodies the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties other than those specifically set forth herein.

41) NO ESTATE: This instrument is a license and not a lease and does not confer any property interest or estate on Licensee. Licensee expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of the rights granted under this License Agreement or its occupancy or use under this License.

42) NO PARTNERSHIP: Nothing in this License shall be construed to create a partnership or joint venture between County and Licensee or any other relationship other than as licensor and licensee; nor shall Licensee in any manner act or indicate to any third party that it is acting as agent of the County.

43) TITLE AND AUTHORITY: County and Licensee each warrant to the other that it has full right, power and authority to execute this License Agreement. County further warrants that it has no knowledge that this License Agreement will violate any existing covenant, condition or agreement affecting the Property.

44) **PRIOR EXPIRED AGREEMENT:** Licensee and County agree that this License Agreement replaces the Original Agreement. Licensee and County acknowledge that notwithstanding the termination of the Original Agreement and the commencement of this License Agreement, Licensee may continue to make, and County may continue to receive, rental and other payments pursuant to the Original Agreement. In such event, any rental or other payments made pursuant to the Original Agreement for any time period covered by the Original Agreement or this License Agreement shall be applied and credited against any rentals or other payments due under this License Agreement.

IN WITNESS WHEREOF, this License Agreement is executed by the undersigned parties. The parties hereto further certify that the persons signing this License Agreement are duly authorized to do so.

-- COUNTY OF EL DORADO --

By: *Kori Parlin* Dated: *1-5-21*

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Kyra Schaufly* Dated: *1-5-21*
Deputy Clerk

**-- CELLCO PARTNERSHIP, a Delaware Partnership
doing business as
VERIZON WIRELESS --**

By: *[Signature]* Dated: *11/12/2020*
Its: *Senior Real Estate Manager*

Cellco Partnership, doing business as Verizon Wireless ~~XXXXXXXXXX~~
 Exhibit A
 Site Map

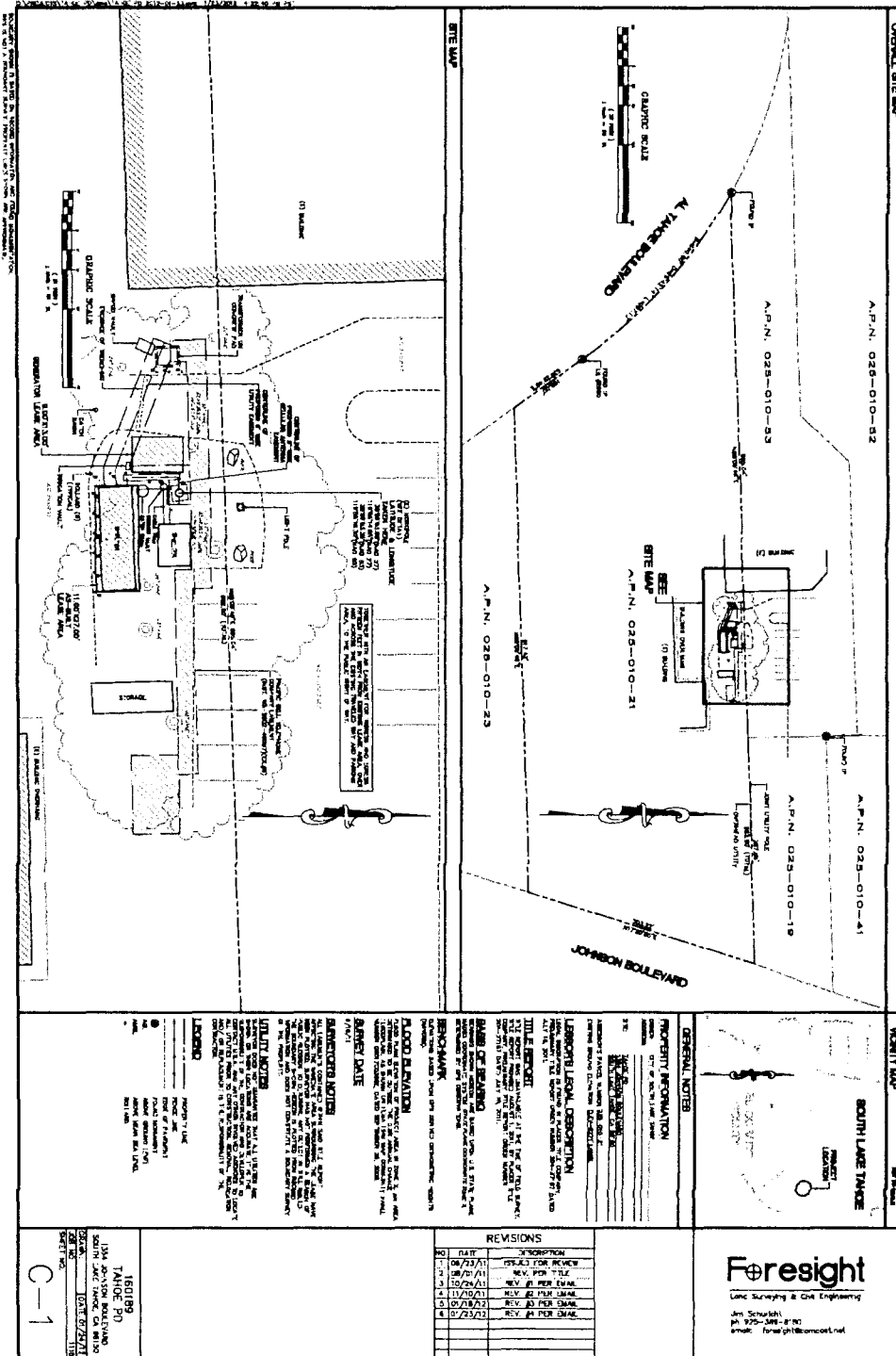


EXHIBIT B

Insurance Requirements

Licensee's Insurance. Licensee shall obtain all of the insurance required hereunder and shall maintain the same at all times during the term of this License Agreement. Licensee shall, at the time of execution of the License Agreement submit to the County Risk Manager, for approval certificates of insurance evidencing the coverage required herein. Such insurance shall cover the following:

- A. Workers' Compensation in compliance with the statutory requirements of the State of California and Employers' Liability with a limit of \$1,000,000 each accident/disease/policy limit .
- B. Commercial General Liability Insurance with limits of \$2,000,000 per occurrence for bodily injury and property damage and \$3,000,000 general aggregate, including but not limited to premises-operations, personal and advertising injury, products and completed operations, blanket contractual, and independent contractors.
- C. Commercial Automobile Liability Insurance in an amount of \$2,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles used by Licensee in performance of the Agreement.
- D. In the event Licensee is a licensed professional and is performing professional services under this Agreement, Professional Liability/Errors & Omissions Insurance is required with a limit of liability of \$1,000,000 each claim and aggregate.
- E. Licensee shall furnish a certificate of insurance reasonably satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company reasonably acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise reasonably acceptable to the Risk Management Division.
- G. Licensee agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Licensee shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Licensee fails to keep in effect at all times insurance coverage as herein provided, County may terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the reasonable approval of County's Risk Management Division, and Licensee agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the The County of El Dorado, its officers, officials, employees, and volunteers as additional insured as their interest may appear under this Agreement on the commercial general liability and commercial automobile liability insurance , on a blanket additional insured endorsement.

- I. Licensee's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Licensee's insurance and shall not contribute with it.
- J. Upon receipt of notice from its insurer(s) shall provide the County with thirty (30) days' prior written notice of cancellation of any required coverage.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Licensee's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.