



Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: Bald Mtn. (Wentworth Springs R
JDE Business Unit: 873008

SITE LICENSE AGREEMENT #7363
(FOR INSTALLATION ON A TOWER)

This **Site License Agreement** (“SLA”) is made and entered into as of this _____, (the “**SLA Date**”), by and between County of El Dorado, a California government entity (“**Licensee**”), and Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) (“**Licensor**”), with respect to Licensee’s use of certain Licensed Space at the following site (the “**Site**”) in connection with the approved order attached hereto as **Exhibit A** (the “**Order**”):

Site and Licensee Identifiers:
Crown Castle BU#: 873008
Licensee Site ID: N/A
Licensee Type: Government

General Terms and Conditions Information:
Version ID: 2758153
Version Date: October 28, 2021
Licensee Approval Date: TBD

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this SLA as follows:

1. **INCORPORATED AND DEFINED TERMS:** The General Terms and Conditions (for Co-Location by Government Licensees on Tower Sites and/or Rooftop Sites) referenced above (the “**General Terms and Conditions**”), are hereby incorporated herein and made part of this SLA; provided, however, in the event of any inconsistencies between this SLA and the General Terms and Conditions, the terms of this SLA shall control. Unless otherwise clear from the context in which they are used, all capitalized terms used in this SLA shall have the same meanings ascribed to them in the General Terms and Conditions.
2. **EQUIPMENT:** Pursuant and subject to this SLA, Licensor hereby grants a license to Licensee to install, operate and maintain on the Site only the Equipment described in the Order. Such License is subject to the Installation Standards and the Building Rules (if applicable).
3. **LICENSED SPACE:** The Equipment shall be contained only within the Licensed Space, which consists of those certain locations designated for the placement of Equipment on the tower, on the ground, within an existing building, and/or on the rooftop, as described in the Order and, if applicable, as shown in the Level Drawing attached hereto as **Exhibit B** (the “**Level Drawing**”) and/or the Site Plan attached hereto as **Exhibit C** (the “**Site Plan**”). For the avoidance of doubt, the Licensed Space does not include any space located within any non-exclusive easements or any other space that is not designated for the placement of Equipment as described above.
4. **SLA TERM:** The following items shall be used to define the SLA Term of this SLA:
 - (a) “**Term Commencement Date**”: January 1, 2020
 - (b) Duration of Initial SLA Term: 5 years
 - (c) Number of Renewal SLA Terms: 2
 - (d) Duration of Renewal SLA Terms: 5 years
 - (e) Required minimum number of days written notice not to renew: ninety (90) days prior to the expiration of the then-current term that is in effect as of the date of delivery of such written notice
5. **BASIC PAYMENT:**
 - (a) “**Basic Payment Commencement Date**”: January 1, 2020
 - (b) Basic Payment: Two Thousand Fifty and 00/100 Dollars (\$2,050.00) per month
 - (c) Recurring Escalation: 3% per year, beginning on the first anniversary of the Term Commencement Date



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- (d) Payee: Pinnacle Towers LLC
- (e) Payee Address: PO BOX 409250 Atlanta, GA 30384-9250
- (f) Licensee shall include the Crown Castle BU# 873008 on or with each payment of the Basic Payment.

6. OTHER PAYMENTS:

- (a) Waiver of Up-Front Co-Location Fee: Notwithstanding anything to the contrary in the General Terms and Conditions, upon the full execution of this SLA, the Up-Front Co-Location Fee shall be deemed to have been waived by Licensor and Crown Castle, the amount of which would have ranged between \$6,000.00 and \$7,000.00, covering costs for each of the following items, as applicable, with respect to Licensee’s use of the Site as described in the Order and Site Plan:
 - (i) Crown Castle’s submittal or evaluation of the Order,
 - (ii) the performance of one (1) Structural Analysis with respect to Licensee’s proposed tower-mounted or rooftop-mounted Equipment described in the Order,
 - (iii) the preparation of one (1) set of construction drawings for the Order if required by the jurisdiction,
 - (iv) preparation and filing of all necessary building permit applications and obtaining all necessary building permits for the Order where required or providing letters stating that such permits are not needed, and
 - (v) Crown Castle’s inspection of any Work not performed by Crown Castle, if applicable, in relation to the Order.

Should the Order be canceled and this SLA not be executed by both parties, Licensee shall be responsible to Licensor or Crown Castle for the cost of each of the foregoing items to the extent that they have been performed in relation to the Order.

- (b) INTENTIONALLY OMITTED.

7. NOTICE ADDRESSES:

<u>Licensee’s Address for Notices:</u>	<u>Licensor’s Address for Notices:</u>
ELDORADO COUNTY CA 200 Industrial Drive Placerville, CA 95667 Telephone: (530) 621-7613 Attn: Fiscal	Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attention: Legal Department Telephone: (724) 416-2000

8. PRIME LEASE OR DEED: A redacted copy of the Prime Lease or Deed is available to Licensee upon request or through Licensor’s online database. Licensee acknowledges that, in accordance with the General Terms and Conditions, Licensee is obligated to access and review said Prime Lease or Deed prior to accessing or installing any Equipment on the Site.

9. ADDITIONAL PROVISIONS (IF APPLICABLE): County Contract Administrator: Captain Ed Falkenstein, or successor.

IN WITNESS WHEREOF, the parties have made and executed this SLA on the SLA Date set forth above.

LICENSOR:

Pinnacle Towers LLC,



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a Delaware limited liability company

By: _____

Name: _____

Title: _____

LICENSEE:

County of El Dorado,
a California government entity

By: _____

Name: _____

Title: _____



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EXHIBIT A
to Site License Agreement

APPROVED ORDER



Licensee Site Name: N/A
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EXHIBIT B
to Site License Agreement

LEVEL DRAWING



Licensee Site Name: N/A
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EXHIBIT C
to Site License Agreement

SITE PLAN