

SITE LICENSE AGREEMENT

BETWEEN

AND

THE CITY OF LOS ANGELES

DEPARTMENT OF WATER AND POWER

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Site License No.:

Premises:

SITE LICENSE AGREEMENT

This non-exclusive Site License Agreement ("Site License") is subject to all of the terms and conditions of the Master License Agreement ("Master License") No. _____ dated _____ between the _____, Licensee, and the City of Los Angeles Department of Water and Power, Licensor, (collectively referred herein as "Parties"), which is fully incorporated herein by reference and binding on the Parties. The following described location, as shown on Exhibit A, is licensed on a non-exclusive basis to Licensee for the purpose of construction, operation, maintenance of required wireless telecommunications facilities, and providing wireless telecommunications services, including transmission and reception of radio communications signals.

1. Licensee

1.1.

2. Licensor's Facility Name

2.1.

3. Licensee's Site Identification Number

3.1.

4. Description of Site

4.1. (APN, size, dimensions, and description)

5. Site Address

5.1.

6. Commencement Date

6.1. This Site License shall commence on _____.

7. Termination Date

7.1. This Site License shall terminate on (insert end date of Master License Agreement here) _____.

8. License Fee Schedule

8.1. Upon commencement of this Site License, Licensee agrees to pay to Licensor the following sums:

8.1.1. First year: Dollars
20 - 20 (\$)

8.1.2. Second year: Dollars
20 - 20 (\$)

8.1.3. Third year: Dollars
20 - 20 (\$)

8.1.4. Fourth year: Dollars
20 - 20 (\$)

8.1.5. Fifth year: Dollars
20 - 20 (\$)

8.2. After initial rental payment, all payments shall be made annually in advance, thirty (30) calendar days prior to the anniversary date of the commencement of this Site License, for each year of said term.

8.3. All payments including the initial payment shall reference LADWP File , and sent to the following address:

Los Angeles Department of Water and Power
Billing Project and Claims
P.O. Box 51212, Room 450
Los Angeles, California 90051

8.4 At the end of every five-year period of this Site License Agreement, the Site shall be evaluated to determine if the License Fee should be readjusted. In no event shall the License Rent for any extension period be less than the previous year's License Rent. Licensor shall notify Licensee in writing no less than ninety (90) calendar days prior to the expiration of the first five-year term of the Master License Agreement, and again prior to each additional five-year term, if any, of any rental value adjustment or amendments to the terms and conditions of the Site License.

8.5. In the event of the continued presence of Licensee at the Site after the expiration or termination of the Site License and/or Master License whether such continued presence is with the apparent consent of the Licensor or without

the consent of the Licensor, Licensee shall become a licensee from month to month only. Rent and other monetary sums due during such month to month holdover period shall be calculated at the rate of one hundred twenty five percent (125%) of the rent payable for the last month of the date of the expiration or other termination (or if prior to the expiration of the Site License Agreement term, the last rent payable thereunder) Such month to month occupancy shall be subject to every other provision contained herein and such occupancy shall continue unless terminated by Licensor or Licensee giving the other at last ninety (90) days prior written notice of the intention to terminate the license. The foregoing provisions of this Section are in addition to and do not affect the right of re-entry or any right of Licensor hereunder or as otherwise provided by law, and in no way shall such provision affect any right which the Licensor may have to recover damages from Licensee for loss or liability incurred by Licensor resulting from such failure or refusal of Licensee to surrender the Site. Nothing contained in this Section shall be construed as consent by Licensor to any holding over by Licensee and Licensor expressly reserves the right to require Licensee to surrender possession of the Site to Licensor as provided in this Site License upon its expiration or termination. In all other respects, the occupancy shall be governed by the provisions of this Site License.

8.5.1. Notwithstanding the foregoing, the acceptance by Licensor of amounts tendered pursuant to Section 8.4 herein during any hold-over period shall not be interpreted to mean that a new Site License term has been established.

9. Other Fees or Required Deposits

9.1. Licensee shall post a security deposit equivalent to the amount stated in Section 8.1.5. of this Site License to assure compliance to the terms and conditions of the Master License and this Site License. Security deposit shall be in the form of a cashier's check or other guaranteed form of payment. No interest shall be paid on this deposit.

9.2. Licensee shall post a restoration deposit equivalent to the amount stated in Section 8.1.5. of this Site License to assure restoration of the Premises to the condition before it was occupied or better when Licensee vacates the Site(s). Restoration deposit shall be in the form of a cashier's check or other guaranteed form of payment. No interest shall be paid on this deposit.

9.3. Licensee shall pay an access fee as described in Sections 14 and 15 of the Master License to gain access to Site(s) to perform maintenance activities.

10. Procedures for Access or Emergencies

- 10.1. Licensee shall be solely responsible for operating, maintaining and replacing its equipment, to ensure it is in good operating order. If Licensee is operating within a secured Premise, Licensee is required to obtain approval from Licensor's Facility/Property Manager prior to any repair or maintenance visits.
- 10.2. For Sites within a secured Premise, the Facility/Property Manager will determine the level of LADWP Staff Support required:
 - 10.2.1. If no LADWP Staff Support is required, no fee is required.
 - 10.2.2. If an observer is required, Licensee will be assessed a One Thousand Dollar (\$1,000) fee, subject to change, (per observer) prior to each appointment.
 - 10.2.2.1. An appointment is defined as a period in any single day starting from the initial entry onto the Premise up to a maximum of seven (7) hours.
 - 10.2.3. Some of the secured Premises due to security concerns and/or regulations require access approval in advance. In addition, access may be temporarily denied, or restricted on nights (Monday to Thursday) 4:01 p.m. through 7:59 a.m., weekends (Friday, 4:01 p.m. to the following Monday, 7:59 a.m.), and LADWP holidays (from 4:01 p.m. of the day before the holiday – New Year's Day, Martin Luther King, Jr's Birthday, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day), unless the nature of the visit is an extreme emergency. In that case, Licensee's National Operations Center must contact LADWP's Voice Operations Control Center (VOC) at (213) 367-4211 for approval and an observer will be called in for a fee of Four Thousand Five Hundred Dollars (\$ 4,500), subject to change, per appointment. Information must be provided to LADWP's VOC at the time of call as shown on Exhibit D of the Master License. If arrangement was made for an observer, the fee must be paid within twenty four (24) hours after the request and no later than eight (8) hours before the visit regardless of whether the work was performed or canceled.

11. Licensee Contacts for Access or Emergencies

11.1.

12. Term/Renewals

12.1. As provided in Master License, unless a shorter term or number of renewals are specified as a special term or condition.

13. Site Guidelines

13.1.

14. Miscellaneous

14.1. The signatories below represent that they have been appropriately authorized to enter into this Site License on behalf of the party for which they sign.

14.2. This Site License is hereby executed as of the day of ,
20 .

Dated

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

APPROVED:

ANDREW C. KENDALL
Executive Director of Power System
Construction, Maintenance and Operations

By _____
MARCIE L. EDWARDS
General Manager

LICENSOR

MARTIN L. ADAMS
Senior Assistant General Manager
Water System

By _____

LICENSEE

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

NOV 20 2015

BY

JOHN A. CARVALHO
DEPUTY CITY ATTORNEY