

SLA No. _____

Dist.- Co.- Rte.- Parcel - Tenancy

Premises: _____

SITE LICENSE AGREEMENT

Subject to the terms and conditions of the Master License Agreement ("MLA," 2002 form) between the undersigned Licensee and Licensor, Department of Transportation, the following described location is licensed to Licensee for unmanned telecommunications purposes:

1. Licensee: _____

2. Site Address/Description: _____

3. Geographic Area Category: Prime Urban Urbanized Rural

4. Equipment Classification: Macrocell Minicell Microcell

5. Base Annual License Fee: _____
(Fee based upon current Pricing Matrix (Exhibit C) in effect when Site License Agreement is executed. Annual License Fee is due by June 30 each year. The initial License Fee will be prorated to the next June 30, and will be past due after ten days of the Commencement Date.)

6. Effective Dates: The "Execution Date" is the date Licensor signs this Agreement. The "Commencement Date" is the date of the Encroachment Permit for construction, not to be later than six months after the Execution Date, unless extended per the terms of the MLA).

7. Local Licensor Contacts for access or emergencies (names, titles, phone, pagers, etc.)

(Licensee will be responsible for all overtime charges)

8. Local Licensee Contacts for access or emergencies (names, titles, phone, pagers, etc.)

9. Term/Renewals: As provided in Master License Agreement, unless a shorter term or number of renewals is specified as a special term or condition.

10. Pursuant to MLA Section 4 (g), Licensor advises it is (likely) (unknown if) Licensor will desire to retain the tower/ancillary improvements at the conclusion of this Site License.

11. Special terms, conditions or other notes are attached and initialed by the parties. Examples include any Licensor use, known hazardous substances, special access, maintenance responsibilities, permit requirements, or co-location requests.

___ Check here if there are special terms or conditions to this agreement.

ATTACHMENTS

For Preliminary Approval of this Site License Agreement, the following documents must be attached:

- A. Preliminary description and/or map(s) of premises and site licensed, including location of equipment, access and utility routes.
- B. Estimated Equipment Technical Specifications.

For Issuance of the Encroachment Permit to allow construction, the following documents will be needed in addition to approval of the final copies of A and B above:

- C. Copy of Local Building Permit and/or local governmental approvals.
- D. Environmental Approvals from FHWA.
- E. Any legal description of the site developed by Licensee or submitted to the PUC.
- F. Recording: if Licensee requires recorded notice, Licensee should submit a complete form, a copy of which will be included as an exhibit to this Site License. Licensee is responsible for obtaining any necessary legal description.
- G. Planned regular maintenance schedule.

DATED: _____

LICENSEE: _____

BY: _____

TITLE: _____

DATED: _____

("Execution Date")

LICENSOR: DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

SITE LICENSE AGREEMENT - SPECIAL CLAUSES

LICENSOR'S USE:

1. Licensor will immediately exercise its right to share the facility with Licensee as follows:

Who will install: _____ (include time frame)

Estimated cost: _____

Payment within ___ days of receipt of invoice, paid by District Traffic Operations/Maintenance Telecommunications Office.

Licensor's use (tower, equipment area, conduit) is identified on the approved construction plans.

2. Licensor's equipment installed at this site will be a 880 MHz mobile repeater.
3. Licensee will install # surveillance cameras and its supporting equipment _____ describe _____ at _____ height _____ of the tower/monopole.
4. The State has no known telecommunications needs at this site, but reserves for the future its right to collocate with existing users.

ACCESS:

5. Access will be _____ describe how and where _____. Licensee will maintain the access way for ingress and egress to the facilities free of dirt, litter, and debris. Access is noted on the approved plans for construction.
6. Licensee will provide and maintain their own lock and key for the existing gate.
7. The premises has a paved area _____ describe where _____ that will be used for parking of all construction and future maintenance vehicles. Parking is noted on the approved plans for construction.
8. As access to the (tower) (antenna) (equipment) is from within access control, Licensee must receive permission from the District Permits Office prior to installing, maintaining, inspecting, modifying any of the equipment. Such request will be in compliance with the Permits Manual. Licensee further acknowledges that no person, employee, vehicle, equipment will be allowed at the facility that is located within the access control without complying with all the terms of the permit, including appropriate safety measures such as traffic controls. If this provision is violated at any time, Licensor may immediately cancel this Site License.

MAINTENANCE:

9. In addition the requirements in the Master License Agreement to keep the area around the equipment and tower free of dirt, litter, debris and graffiti, Licensee will maintain _____ describe (i.e. landscaping, slopes, fencing, sprinklers, removing graffiti within 24 hours)
10. Licensee will comply with the (local agency's name) siting requirements _____ describe, i.e. aesthetic issues _____ for similar type facilities, and will submit these plans to Licensor for review and approval.
11. Licensee will coordinate construction of their facility with the Caltrans consultant who will be responsible for the construction of a Caltrans project (i.e. an adjoining paving project, widening the park and ride lot, replacing signs, seismic retrofit).

HAZARDOUS MATERIALS:

12. There are (known) (unknown) hazardous substances at this location. (Select one).

PERMITS:

13. In addition to the Encroachment Permit to construct, the Licensee will be required to obtain and keep on file an active maintenance utility permit to maintain equipment within access control.
14. No additional permits from the District Permits Office will be required for this facility once the Notice of Completion of the Encroachment Permit is issued.

COLOCATION:

15. There is a mutual agreement between the Licensee and (Carrier's name) who will collocate as a (sub-user) (direct-user) at this location subject to all reviews/approvals.

SITE:

16. Licensee will enclose the (equipment area) (tower) with a security fence _____ dimensions, material, accessories _____.
17. Licensee acknowledges Licensor's electronic toll collection equipment is in the vicinity, and Licensee's use of this site, including radio frequency, will not interfere with Licensor's toll collection facility.

X

18. Utility Submetering and Estimated Payment: Licensee has requested use of Licensor's power at this Site as there is no direct utility power available. Such request is subject to approval by the Encroachment Permit by Exception Committee, and if approved, Licensee will be solely responsible for insuring all uses of Licensor's power comply with the requirements of the California Public Utility Commission, Licensor's supplying utility company, and additional requirements of Licensor. Licensee agrees to defend, indemnify and hold Licensor harmless from any action or claim challenging Licensee's use of Licensor's power, and waives any claims against Licensor for electrical outages or interruptions.

Licensee shall install a submeter at the Site and shall pay as an additional fee for the cost of utility service provided Licensee annually as part of the annual Base License Fee. The parties agree the annual Base License Fee shall be increased by \$600 for utility service

By June 1st of each year during the SLA term, Licensor and Licensee shall jointly calculate any necessary adjustment to the utility charge portion of the annual license fee based on readings from the utility meter at the Site and the rates currently charged by the applicable utility. If the parties cannot agree on the amount of the Utility Charge, it shall be submitted to an arbitrator reasonably acceptable to both parties.

19. Licensee will provide Licensor with as built plans to include photographs of the site and location of the utilities within 30 days of construction.