

## MASTER LICENSE AGREEMENT

This Master License Agreement (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of St. Paul, Minnesota, with its principal offices located at 310 City Hall, 15 W. Kellogg Blvd., St. Paul, MN 55102, hereinafter designated "LICENSOR" or "City" and T-Mobile Central LLC, a Delaware limited liability company, with its principal offices located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, hereinafter designated LICENSEE. LICENSOR/City and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

WHEREAS, LICENSOR is the owner, grantee or licensee of certain light poles, traffic signal poles, public rights-of-way ("ROW") and/or real property, which are located within the City of Saint Paul, Minnesota and has agreed to provide this license to provide Premises for placement of wireless telecommunications services licensed by the Federal Communications Commission ("FCC") to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate communications equipment, and antenna facilities, cables and wires ("Equipment") in and/or upon certain of LICENSOR's light poles, including certain select traffic control poles that also serve as light poles, at the discretion of the LICENSOR as defined herein, and certain public ROW and/or real property; and

WHEREAS, LICENSEE agrees that LICENSOR's light poles, including certain select traffic control poles that also serve as light poles, at the discretion of the LICENSOR as defined herein, are city property and are not public rights-of-way as a matter of law; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate communications equipment as hereinafter set forth; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license.

NOW, THEREFORE, in consideration of the grant of permits to use the City's light poles and ROW, and the mutual covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

## I. LICENSEE'S REQUEST TO USE PREMISES

a. Before the LICENSEE shall make use of certain space on any of the LICENSOR'S light poles, traffic signal poles, conduits, conductor pull boxes, appurtenances, public ROW and/or real property as shall be more fully described in each Supplement to be executed by the Parties, hereinafter referred to as the "Premises" under this Agreement, LICENSEE shall request permission in writing, which writing shall include a draft Supplement, and shall comply with the procedures set forth in this section. Approval of this Agreement by the LICENSOR shall be in the form of an approved City Council Resolution of this Agreement. Following said approval of this Agreement, each individual Supplement may be approved by the City Engineer, City's Traffic Operations Manager, and/or the Public Works Right-of-Way Manager.

b. LICENSEE shall have the non-exclusive right, at its sole cost and expense, to use the Premises, as identified in each individual Supplement, for the installation, operation, maintenance, and repair of wireless communications facilities (the "Antenna Facilities") (such uses comprise the "Approved Use"). Each Pole shall require a separate Supplement Agreement to be completed.

Regarding each individual Supplement: Within thirty (30) days of the receipt of each Supplement application, or as soon thereafter as possible, the LICENSOR shall notify the LICENSEE in writing (which may include email) whether the application is approved or rejected. While LICENSOR is reviewing LICENSEE'S Supplement applications, to the extent possible, LICENSEE'S desired space on the Pole will be reserved pending LICENSOR'S approval or rejection of the Supplement application, but the City cannot guarantee any reservation. LICENSOR shall use reasonable efforts to review and approve up to fifteen (15) of LICENSEE'S Supplement applications every thirty (30) days, and the first such 30-day period will begin on the date that LICENSEE submits its first Supplement application to LICENSOR.

LICENSEE shall use the Premises only in accordance with good engineering practices and in compliance with all applicable FCC, federal, state, and local rules, laws and regulations. If, in the sole judgment of the LICENSOR, LICENSEE'S use under the circumstances could in any way be deemed unsafe or compromise the reliability of LICENSOR'S current or future operations, then LICENSOR shall have the right to reject the application.

c. After receipt of notice from the LICENSOR regarding the approved Supplement, and as part of the process to obtain the necessary permits as identified in Section III.g, the LICENSEE shall furnish the LICENSOR detailed construction plans and drawings for each individual Premises, together with necessary maps, indicating specifically the poles of the LICENSOR to be used, the number and character of the attachments to be placed on such poles, equipment necessary for LICENSEE'S use, replacements of existing pole(s), and any new installations for transmission conduit, pull boxes, and appurtenances. The LICENSOR shall, on the basis of such detailed construction plans and drawings, and upon issuance of the appropriate permit(s), submit to the LICENSEE permission to proceed with attachment work ("Work.") The Parties shall execute a Supplement for each Premises. Upon completion of the executed Supplement and Work, the LICENSEE shall have the right to use the Premises and to make attachments in accordance with the terms of the application and of this Agreement. The

LICENSEE shall perform all Work at its own expense and make attachments in such manner as to not interfere with the service of the LICENSOR.

d. All Poles used by LICENSEE under this Agreement shall remain the property of the LICENSOR, and any payments made by the LICENSEE for changes to existing lighting or signal poles, conduits, conductor pull boxes, facilities, structural analysis and appurtenances, or installation of any new Poles which shall be purchased and installed solely at LICENSEE's expense, conduits, conductor pull boxes, facilities, or appurtenances, under this Agreement shall not entitle the LICENSEE to ownership of any of said infrastructure.

e. The LICENSOR reserves the right, in its sole discretion and for any reason whatsoever, to exclude any of LICENSOR's light poles, traffic signal poles, towers, conduits, conductor pull boxes, appurtenances, public ROW and/or real property from use by LICENSEE.

## **II. PREMISES.**

Pursuant to all of the terms and conditions of this Agreement, and the applicable Supplement, LICENSOR agrees to license to LICENSEE Premises, for the installation, operation and maintenance of communications equipment; together with the non-exclusive right of ingress and egress from a public ROW, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation and maintenance of LICENSEE's communications facility. Installation shall be done in accordance with specifications as set forth in Exhibit 2 of this Agreement. Installation will only be allowed on structures that only serve as light poles, unless there is no viable alternative, in which case the LICENSOR may permit installation on a signal pole, which will require a structural assessment and potential replacement as required for all poles. No other type of installation shall be permitted without an amendment to this Agreement.

The LICENSOR's light poles, certain traffic control poles that also serve as light poles, and other poles and towers, including any new poles purchased and/or installed by LICENSEE, are hereinafter referred to as "Pole" or "Poles", and are and shall remain the exclusive property of the LICENSOR, and are not public rights-of-way.

The use of LICENSOR's ROW, only as necessary to attach to Poles, together with Poles and any other real property is hereinafter referred to as "Property."

The primary use and purpose of the Property, inclusive of the Premises, is to provide for traffic control and street lighting for the customers of the LICENSOR ("Primary Use"). LICENSOR'S operations in connection with pursuit of the Primary Use ("LICENSOR'S Operations") take priority over LICENSEE'S operations.

LICENSEE agrees that the following priorities of use, in descending order, shall apply in the event of communication interference, emergency public safety needs, Premises repair or reconditioning, or other conflict while this Agreement is in effect, and LICENSEE'S use shall be subordinate accordingly:

- (1) LICENSOR;
- (2) Public safety agencies, including law enforcement, fire, and ambulance services, that are not related to LICENSOR;
- (3) Other governmental agencies where use is not related to public safety;
- (4) Pre-existing licensees (if any);
- (5) LICENSEE referenced in this Agreement.

In the event of Jeopardy that poses an immediate threat of substantial harm or damage to the health, safety and welfare of the public and/or Property/Premises, as solely determined by LICENSOR ("Jeopardy"), the LICENSOR may take actions the LICENSOR determines are required to protect the health, safety and welfare of the public, or personal property of the public, from such Jeopardy. After such emergency access onto the Premises, as soon as reasonably possible after such access and only if LICENSEE'S equipment is not operational, LICENSOR will give notice to LICENSEE of LICENSOR'S emergency access.

If the LICENSOR determines that the conditions of a Jeopardy would be benefited by cessation of LICENSEE'S operations, LICENSEE shall immediately cease its operations on the Premises upon notice from LICENSOR to do so, and unless the Parties agree that LICENSEE'S operations may resume safely, the Term (as defined herein) of the applicable Supplement shall terminate.

In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE or the local utility provider the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LICENSOR.

LICENSEE must obtain and submit to the LICENSOR a structural engineering study carried out by a qualified structural engineer, showing that the Pole(s) is (are) able to support the Antenna Facilities. Said study must be signed by an engineer licensed in Minnesota per State Rule 1800.4200 and Minnesota Statute 326. If the study finds that any proposed structure is inadequate to support the proposed antenna loads, LICENSOR may decline to permit installation on that pole.

LICENSEE may install its equipment only on LICENSOR poles that do not already have similar equipment installed on them, or a pending application for installation, whether on behalf of LICENSEE or another carrier, and LICENSOR nevertheless reserves the right to reject use of any pole for any reason as provided in Section I.e.

### III. INSTALLATION OF EQUIPMENT

#### a. Construction Plans (“Construction Plans” or “Plans”)

For the initial installation of all Antenna Facilities and for any and all subsequent revisions and/or modifications thereof, or additions thereto, LICENSEE shall provide LICENSOR and LICENSOR’S City Engineer (“Construction Engineer”), each with two (2) sets of Construction Plans consisting of the following:

Line or CAD drawings showing the location and materials of all planned installations plus an Engineer’s Estimate of all materials and construction methods;

Construction Specifications and Product Specifications for all planned installations;

Diagrams and Shop Drawings of proposed Antenna Facilities; and

A complete and detailed inventory of all equipment and personal property of LICENSEE actually placed on the Premises. LICENSOR retains the right to survey the installed equipment.

Construction Plans shall be easily readable and subject to prior written approval by the Construction Engineer, which shall not be withheld, conditioned or delayed without cause. LICENSOR shall make a good-faith effort to review and comment on the Construction Plans within thirty (30) business days, or as soon thereafter as possible. Should the Plans need to be revised based on the comments provided by the Construction Engineer, no construction shall commence until Final Approval is granted by the Construction Engineer. Final Plans shall have affixed to them the signature of the LICENSEE’S Engineer who shall be licensed in the State of Minnesota per Minnesota Rule 1800.4200 and Minnesota State Statute 326.

#### b. Construction Scheduling

At least ten (10) business days prior to LICENSEE’S construction mobilization, LICENSEE shall conduct a meeting (“Pre-Construction Meeting” or “Pre-Con Meeting”) on the Property or other location as agreed upon. Said meeting shall be attended by the Construction Engineer, LICENSOR’S representative(s) and all parties involved in the installation.

#### c. Construction Services and Inspection

All construction activity shall be subject to inspection and approval by the Construction Engineer, which approval shall not be unreasonably withheld or delayed. Inspection will be performed beginning with the Pre-Con Meeting and continuing through installation/construction/punch-list and verification of as-built drawings at project completion as determined by LICENSOR, at LICENSEE’S expense. If deemed necessary by the Construction Engineer, construction work performed without approval of the Construction Engineer will not be accepted and shall be removed or uninstalled at LICENSEE’S sole expense.

- (i) If LICENSOR completes Pole construction services on behalf of LICENSEE, LICENSEE shall reimburse LICENSOR for all associated costs and expenses within 30 days after receipt of an invoice from LICENSOR.

- (ii) All costs associated with inspection and approval of construction work by Construction Engineer are included in the administrative fee that LICENSEE must pay for each Premises pursuant to Article VI, below.

d. Exposed Antenna Facilities

All Antenna Facilities affixed to the Pole which have exterior exposure shall be as close to the color of the Pole as is commercially available to the LICENSEE. For exposed cables, wires or appurtenances, LICENSOR reserves the right to require LICENSEE to provide cables, wires or appurtenances in manufactured colors as commercially available, in lieu of painting.

e. Damage by LICENSEE

Any damage to the Property, Premises, or LICENSOR'S equipment thereon caused by LICENSEE'S installation or operations shall be repaired or replaced at LICENSEE'S expense and to LICENSOR'S reasonable satisfaction.

f. As-Built Drawings ("As-Built" or "As-Built")

Within thirty (30) days after LICENSEE activates the Antenna Facilities, LICENSEE shall provide LICENSOR with As-Built drawings in electronic file format compatible with LICENSOR'S record file system consisting of As-Built drawings of the Antenna Facilities installed at each Premises and any improvements installed on the Property, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the Property, inventory of all Equipment, and Antenna Facilities. Failure by the LICENSEE to fulfill this requirement may result in a disconnection of power to the Premises, unless LICENSEE notifies LICENSOR in advance that the items will be provided after 30 days, and provides a date certain.

g. Permits

The LICENSEE may also be required to obtain from the LICENSOR, or the appropriate governing agency as applicable, any and all permits required for a complete installation. Said permits shall include, but not necessarily be limited to: Obstruction/Excavation, Meter Hooding, Storm Water, etc. Applicable fees for any permits shall be borne by the LICENSEE and the LICENSEE shall be bound by the requirements of said permits.

h. City Electrical or Other Field Work; Payment by LICENSEE

LICENSEE understands and agrees that certain work on light Poles and in City ROW must be done by City forces or City-approved contractors. Any electrical or structural field work necessary for the installation will be paid by the LICENSEE above and beyond the fees identified in this Agreement, which payment shall be the LICENSOR'S calculation of costs for labor, equipment, overhead and materials incurred in doing such work. Payment shall be made by LICENSEE within 30 days of receipt of an invoice from LICENSOR.

The City will have the first option to perform the necessary work and if the City chooses not to do the work, said work may be performed by (1) by the electrical contractor on master

contract with the City, or (2) a contractor chosen by LICENSEE from the list of City-approved contractors. LICENSEE will pay all costs under either option. Upon request of the LICENSEE, LICENSOR can provide “make-ready” quote in advance of the work, which is a quote that may be exceeded based upon field conditions.

LICENSOR will do emergency repair (e.g., reset Poles from knockdowns or reestablish power, etc.) upon request, at LICENSOR’S expense, and will use its best efforts to do so promptly if resources are available.

LICENSEE agrees to troubleshoot its own system before contacting LICENSOR about any problems it experiences. If LICENSOR responds to such a request and determines the operational problem is not with LICENSOR’S system, then LICENSEE shall pay in full for the labor and equipment necessary to check the installation.

LICENSOR shall approve in advance the equipment/product to be used on Poles by the LICENSEE, including that which controls the electric usage being used by LICENSEE’S installation. For each Pole, the maximum power demand shall not exceed 10 amps at 120 volts. Equipment size, including weight, dimension and power draw capacity, may not exceed that of the Equipment approved upon the first Supplement approved by LICENSOR under this Agreement. No other such equipment will be permitted on any pole without a written amendment to this Agreement.

#### **IV. MAINTENANCE AND REPAIR OF EQUIPMENT**

(a) Property

LICENSOR reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Property in connection with LICENSOR’S Operations.

(b) Pole Reconditioning and Repair

(1) From time to time, LICENSOR paints, reconditions, or otherwise improves or repairs the Pole in a substantial way (“Reconditioning Work”). LICENSOR shall reasonably cooperate with LICENSEE to carry out Reconditioning Work activities in a manner that minimizes interference with LICENSEE’S Approved Use.

(2) Except in cases of emergency, prior to commencing Reconditioning Work, LICENSOR shall provide LICENSEE with not less than thirty (30) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of LICENSEE to provide adequate measures to cover or otherwise protect LICENSEE’S Antenna Facilities from the consequences of such activities, including but not limited to electrical interruption, paint and debris fallout, etc. LICENSOR reserves the right to require LICENSEE to remove all Antenna Facilities from the Pole and Premises during Reconditioning Work.

(3) During LICENSOR’S Reconditioning Work, power to the Pole must be turned off and LICENSEE may maintain a mobile site on the Property or, after approval

by LICENSOR, on any land owned or controlled by LICENSOR in the immediate area of the Property. If the site will not accommodate mobile equipment, it shall be LICENSEE'S responsibility to locate auxiliary sites. No rent shall be refunded.

(4) LICENSEE may request a modification of LICENSOR'S procedures for carrying out Reconditioning Work in order to reduce the interference with LICENSEE'S Approved Use. If LICENSOR agrees to the modification, LICENSEE shall be responsible for all incremental cost related to the modification.

(c) Licensed Premises

LICENSEE shall, at its own cost and expense, maintain the Antenna Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes. The LICENSEE shall obtain from the LICENSOR any and all permits required for the purposes of maintaining the installation. Applicable fees for any permits shall be borne by the LICENSEE and the LICENSEE shall be bound by the requirements of said permits.

**V. CONDITION OF PREMISES.**

Where the Premises includes one or more Poles, LICENSOR will keep and maintain the Poles in good repair as required for their Primary Use and in the ordinary course of business as its budget permits. LICENSOR makes no guarantee as to the condition of any Premises with regard to LICENSEE's intended use.

**VI. TERM; RENTAL.**

This Agreement shall be for a term of five (5) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties. The initial term of each Supplement shall be for five (5) years, or until this Agreement is terminated, whichever is later, and shall commence on the first business day following the day that the Supplement is executed (the "Commencement Date"). On the Commencement Date, rental payments shall commence and be due at a total annual rental as set forth in this Agreement, to be paid in advance annually on or before January 1, to the payee designated by LICENSOR in the Supplement or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph XVII below. LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement.

To reimburse the City for use of the Property, its costs related to the management of the ROW, use of its Premises and Poles, inclusive of Property Management and the cost of electricity used by the LICENSEE to power the Equipment, the LICENSEE shall pay to the LICENSOR base rent ("Base Rent") equal to Nine Hundred Sixty-four and NO/100 dollars (\$964.00) per year for each Premises (i.e., Pole, whether new or existing) upon which the LICENSEE has installed LICENSEE'S Equipment. This Base Rent shall be deemed to include the Encroachment Fee that the City might otherwise impose for installations in the ROW, but no



other permit fees or costs. For purposes of this Agreement, "Property Management" shall include any and all cost incurred initially and annually by the City in reviewing and administering each Supplement as long as such Base Rent is paid.

On all Supplements with a Commencement Date other than January 1, the first year's Base Rent shall be prorated to the end of the year of the Commencement Date. For example, for all Supplements that LICENSEE has commenced installation of its Antenna Facilities prior to December 1, 2017, the first year's Base Rent shall be pro-rated to the end of 2017 based on a rent commencement date of December 1, 2017 for year 2017. Similarly, for all Supplements that expire or otherwise terminate on a date other than December 31, the Base Rent shall be prorated from the beginning of the year to the end of the month in which the Supplement expires or otherwise terminates. Subsequent to the initial payment of pro-rated rents in the year of the Commencement Date, the Base Rent due hereunder for all subsequent years shall be paid prior to January first (1st) of each succeeding year. In addition, with respect to each Supplement executed by the Parties, LICENSEE shall pay LICENSOR a one-time lump sum administrative fee of Four Thousand Dollars (\$4,000.00), which shall be paid when LICENSEE submits its Supplement application. If LICENSOR rejects any Supplement application, it shall refund the \$4,000.00 administrative fee to LICENSEE within 30 days after LICENSOR notifies LICENSEE of such rejection.

Commencing January 1, 2018, and on January 1st of each subsequent year, the Base Rent for each Premises with LICENSEE's Equipment shall be increased annually by three percent (3%); provided that, the encroachment permit portion of the fee is subject to change by city council resolution, and such change shall take effect upon 30 days' written notice to LICENSEE.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

## **VII. EXTENSIONS.**

This Agreement shall be reviewed at the end of the 5-year term by the LICENSOR and the LICENSEE. The Agreement may be extended an additional 3-year term only by mutual agreement of the Parties. Either Party may terminate at the end of the then current term by giving written notice to the other Party of the intent by the other to terminate. Said notice shall be provided at least three (3) months prior to the end of the then current term. In the event of an extension, each Supplement shall automatically be extended for one (1) additional three (3) year term, under the agreed-upon terms of the extension or until the expiration or termination of this Agreement, whichever is later, 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 under a Supplement shall be collectively referred to herein as the "Term." Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

## **VIII. USE; GOVERNMENTAL APPROVALS.**

LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating the Antenna Facilities and uses incidental thereto, in a manner consistent with each Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining and maintaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or other governmental authorities as well as a satisfactory structural analysis, and a radio frequency analysis as stated in "ENVIRONMENTAL" below, which will permit LICENSEE'S use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth herein and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement 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 thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement.

## **IX. INDEMNIFICATION.**

LICENSEE shall, to the extent permitted by law, indemnify and hold LICENSOR 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 LICENSEE, 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 LICENSOR, or its employees, contractors or agents.

## **X. INSURANCE.**

The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

LICENSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more

persons in any one occurrence and \$2,000,000 for damage or destruction to property in any one occurrence. LICENSEE will provide Certificates of Insurance which specifically name LICENSOR as an additional insured.

#### **XI. LIMITATION OF LIABILITY.**

LICENSOR shall be not be liable to the LICENSEE, or any of its respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

#### **XII. TERMINATION.**

In light of the competition from other carriers for the same or similar use of Poles, LICENSEE shall have the right to terminate each Supplement only as provided in Section VIII or otherwise at the sole discretion of LICENSOR.

#### **XIII. INTERFERENCE.**

LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all steps necessary to correct and eliminate the interference, including but not limited to, at LICENSOR's option, powering down such equipment and later powering up such equipment for intermittent testing.

#### **XIV. REMOVAL AT END OF TERM.**

LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term. All Poles, conduit and Pole boxes are and shall remain property of the LICENSOR. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the Antenna Facilities and all personal property are completed.

#### **XV. QUIET ENJOYMENT AND REPRESENTATIONS.**

LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of each Supplement,

and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Pole and Property and has full authority to enter into and execute the Supplement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

**XVI. ASSIGNMENT.**

This Agreement and each Supplement under it may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without approval or written consent of the LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. LICENSEE shall provide written notice of all sales, assignments or transfers within 30 days thereof. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder. Notwithstanding the foregoing, Licensee may provide capacity across Licensee's communications facilities to a third party without the consent and/or notification required in this Section. In the event of any sale, assignment or transfer, LICENSEE shall not be relieved of any of its obligations under this Agreement or any of the Supplements whose term has not expired or otherwise terminated at the time of such sale, assignment or transfer.

**XVII. NOTICES.**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:                   City of St. Paul, Minnesota  
Public Works Right-of-Way Manager  
Department of Public Works  
891 North Dale Street  
St. Paul, MN 55103

LICENSEE:                   T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

#### **XVIII. RECORDING.**

LICENSOR agrees to execute a Memorandum of each Supplement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

#### **XIX. DEFAULT.**

In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

#### **XX. REMEDIES.**

In the event of a default by either Party with respect to a material provision of this Agreement, 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 may terminate the Agreement and/or applicable Supplement(s) and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LICENSEE undertakes any such performance on LICENSOR's behalf and LICENSOR does not pay LICENSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LICENSEE may offset the full undisputed amount due against all fees due and owing to LICENSOR under the applicable Supplement until the full undisputed amount is fully reimbursed to LICENSEE.

#### **XXI. ENVIRONMENTAL.**

a. Upon Request of LICENSOR, LICENSEE must obtain a radio frequency interference study at its own expense carried out by an independent professional radio frequency engineer ("RF Engineer") showing that LICENSEE'S intended use will not interfere with any existing, licensed communications facilities, as well as LICENSOR's licensed and unlicensed communications facilities, which are located on or near the structure. The RF Engineer shall provide said evaluation no later than thirty (30) days after frequencies are provided by LICENSOR. LICENSEE shall not transmit or receive radio waves at the Property until such evaluation has been satisfactorily completed.

b. LICENSEE shall hire an RF Engineer to conduct a radiation survey of the Property following LICENSEE'S initial RF transmissions on the Premises. LICENSEE shall be responsible for all costs of such survey.

c. LICENSEE shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. LICENSOR shall cooperate with and permit LICENSEE to implement all reasonable measures in order for LICENSEE to fulfill its Radio Frequency exposure obligations. LICENSOR agrees that in the event any future party causes the entire site to exceed FCC Radio Frequency radiation limits, as measured on the Premises, LICENSOR shall hold such future party liable for all such later-arising non-compliance.

## **XXII. CASUALTY.**

In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired. In no event shall LICENSOR be responsible to LICENSEE for any damage to any Pole or Premises, loss of rent, failure to repair or restoration costs.

## **XXIII. APPLICABLE LAWS.**

LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all laws relating to the Premises in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary permits).

## **XXIV. MISCELLANEOUS.**

This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all

Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or governing law or to exercise any of its rights hereunder or under governing law shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

*[Remainder of Page Intentionally Blank-Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

By: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

AND

By: \_\_\_\_\_  
Title: City Clerk  
Date: \_\_\_\_\_

Approved as to form and Authority

By: \_\_\_\_\_  
Its: City Attorney  
Date: \_\_\_\_\_

LICENSEE:  
T-Mobile Central LLC


By:  \_\_\_\_\_  
Kim Curtis  
Title: Sr. Director, Engineering Development  
Date: 3/23/2017



EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this \_\_\_ day of \_\_\_\_\_ between the City of St. Paul, Minnesota, with its principal offices located at 310 City Hall, 15 W. Kellogg Blvd., St. Paul, MN 55102, ("LICENSOR"), and T-Mobile Central LLC, a Delaware limited liability company, with its principal offices located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006 ("LICENSEE").

1. Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between LICENSOR and LICENSEE, dated \_\_\_\_\_, 2017, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Premises. The Property owned by Licensor is located at \_\_\_\_\_. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. Term. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.
4. Administrative Fee. LICENSEE shall pay to the LICENSOR a one-time administrative fee of Four Thousand and NO/100 dollars (\$4000.00).
5. Consideration. Base Rent during the first year of this Supplement shall be \_\_\_\_\_ per year, prorated through the end of the year of the Commencement Date, and payable to the City of St. Paul at 310 City Hall, 15 W. Kellogg Blvd., St. Paul, MN 55102. Base Rent shall increase by three percent (3%) on January 1 of each year of the Term and in accordance with the Terms of the Agreement including but not limited to Section VI, and shall be due on January 1 of each year of the Term. Base Rent due for any partial year at the end of the Term shall be prorated on a monthly basis from January 1 to the end of the Term.
6. Site Specific Terms. (Include any site-specific terms)

*[Remainder of Page Intentionally Blank- Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR:

By: [EXHIBIT ONLY - NOT FOR EXECUTION]

Print Name: \_\_\_\_\_

Title: City Engineer

Date: \_\_\_\_\_

LICENSEE:

T-Mobile Central LLC

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

**EXHIBIT 1**

Premises (Include Map, Pole Diagram, Site Plan and Table Listing All Pole Locations)