

LICENSE AGREEMENT
ATC Contract No: _____

341270

This LICENSE AGREEMENT ("Agreement") made this 16th day of November, 2012, ("Effective Date") by and between American Tower, L.P., a Delaware limited partnership with a place of business at 10 Presidential Way, Woburn, MA 01801 ("Licensor/ Site Manager") and County of Monterey, a political subdivision of the State of California, with a place of business at 168 W. Alisal, Salinas, CA 93901 ("Licensee"). The attached Terms and Conditions are incorporated herein by this reference.

TOWER SITE INFORMATION:

Site Name: Fremont Peak CA1
Site Number: 8524
Address and/or location of Tower Site: 8 Fremont Peak, Salinas, CA, 95045-9767
Coordinates: Lat. 36-45-22.85 N Long. 121-30-8.79 W

NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Lee Hollingsworth – Radio Communications Manager / 831-796-1463
- Licensor/ Site Manager's local emergency contact (name and number): Contracts Manager / 781-926-4500.
- Notices to Licensee shall be sent to the address above to the attention of Michael R. Derr – Contracts Purchasing Officer / (831) 755-4990 with a copy that shall not constitute notice to the Director of Emergency Communications at 1322 Natividad Road, Salinas, CA 93906. Notices to Licensor/ Site Manager/ shall be sent to the address above to the attention of Contracts Manager.

APPROVED USE OF TOWER SITE BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies
Antenna mount height on tower: See Exhibit A for specific location
All other permitted use of the Tower Site including, without limitation, Licensee's Approved Equipment (as defined in Section 1 herein), frequencies, channels and the identification and location of the Licensed Premises (as defined in Section 1 herein) at the Tower Site are described in Exhibits A and B, are incorporated herein by reference and made a part hereof.

FEES & TERM

The "Annual License Fee" shall be Eleven Thousand One Hundred Forty Two and 84/100 Dollars (\$11,142.84), adjusted on the anniversary of the Commencement Date of this Agreement and on each anniversary thereafter during the Initial Term and during any Renewal Terms by the "Annual Escalator". The Annual Escalator shall be 4%.

Site Manager Remittance Address ("Remittance Address"): Lockbox 7501, PO Box 7247, Philadelphia, PA 19170-7501.

The "Application Fee" shall be: N/A.

The "Site Inspection Fee" shall be: \$2,000.00, as adjusted annually by a percentage rate increase equal to the Annual Escalator.

Initial Term: The "Initial Term" of this Agreement shall be for a period of one (1) year beginning on the Commencement Date subject to Section 1, the "Commencement Date" shall be defined as the earlier of: (i) the issuance of a Notice to Proceed (NTP), in accordance with the provisions of Section 9 herein; (ii) ninety (90) days from the date upon which this Agreement is sent to Licensee for execution; or (iii) December 28, 2012.

Renewal Terms: The "Renewal Terms" of this Agreement shall renew for successive one (1) year periods.

Electricity for operation of Approved Equipment is to be provided by (check one):

- Licensor/ Site Manager/ Site Manager at the monthly rate of \$_____, adjusted annually by the Annual Escalator and subject to Sections 3 & 5 OR
- Licensor/ Site Manager/ Site Manager, with such being included in the Annual License Fee and subject to Sections 3 & 5, OR
- Licensee, at its sole expense.

OTHER PROVISIONS:

Other provisions: (check one): None As listed below

- a) Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Site completed after the execution of this Agreement by Licensor/ Site Manager but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Site is not suitable for Licensee's Approved Equipment unless Licensor/ Site Manager and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Site on mutually agreeable terms.

- b) In the event that Licensor determines a Shared Site Interference Study is required, Licensor and Licensee agree and acknowledge that this Agreement shall be contingent upon a satisfactory result of said Shared Site Interference Study.
- c) In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.
- d) Licensee shall be using the master antenna from a third party and Licensee has represented that they have the proper approval from the owner of the master antenna to use the owner's master antenna. Licensor has no maintenance or any obligations regarding the operations of the owner's master antenna. Licensee has provided the letter attached as Exhibit E concerning the use of the owner's master antenna.

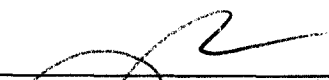
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IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; *provided, however,* that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR/ SITE MANAGER
American Tower, L.P., a Delaware limited partnership

By: ATC GP, Inc., its sole general partner

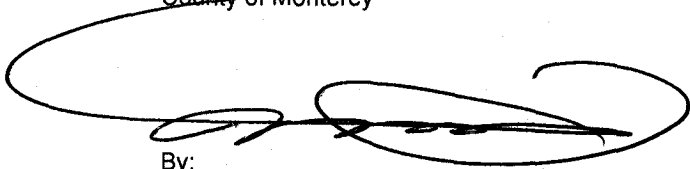
By:  _____

Name: Richard Rossi

Title: Vice President, Contract Management

Date: 10-22-12

LICENSEE
County of Monterey



By: _____

Name: Michael R DERR

Title: CONTRACTS / PURCHASING OFFICER
COUNTY OF MONTEREY

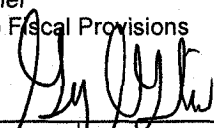
Date: 11-16-12

Steve Mauck
Approved as to Liability Provisions

By: _____

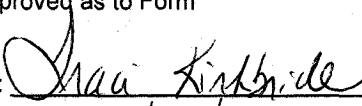
Date: _____

Auditor Controller
Approved as to Fiscal Provisions

By:  _____

Date: 11-15-12

County Counsel
Approved as to Form

By:  _____

Date: 11/14/12

TERMS AND CONDITIONS

1. **GRANT OF LICENSE.** Licensor/ Site Manager/ Site Manager hereby agrees to license to Licensee space for the housing, installation and operation of the communications equipment specifically described in Exhibit A attached hereto ("Approved Equipment") with the location of such Approved Equipment being more specifically described in Exhibits A and B ("Licensed Premises") at the communications tower, antenna structure or rooftop facility described in the Tower Site Information section on page 1 ("Tower Site"). All Approved Equipment shall be and remain Licensee's personal property. Licensor/ Site Manager/ Site Manager shall maintain the communication facility located on the Tower Site in good condition and in a manner which will not disturb Licensee's reasonable use of the Licensed Premises. Licensee shall also have a right to: (i) install and maintain wires, cables, conduits and pipes either within, over, under or along the Tower Site; and (ii) to use any specific right of way for access to the Tower Site, each at locations mutually agreed upon by Licensor/ Site Manager/ Site Manager and Licensee. In the event any public utility is unable to use the existing right-of-way, Licensor/ Site Manager agrees to grant an additional right-of-way at the Tower Site either to Licensee or to the public utility at no cost to Licensee to the extent permitted under the Ground Lease at a location acceptable to the Licensor/ Site Manager. Licensee shall be solely and directly responsible for any and all damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Site. Licensee shall notify Site Manager no less than five (5) days prior to the date upon which Licensee intends to commence any construction or installation at the Tower Site, together with a construction schedule, so as to provide Licensor/ Site Manager with an opportunity to be present during any such installation or construction. In addition to the foregoing, Licensee shall notify Licensor/ Site Manager of the actual date of Licensee's commencement of any installation or construction at the Tower Site no more than five (5) days following such commencement, and with such notice in writing in the form of the notice attached hereto as Exhibit D. In the event that Licensee fails to provide such written notice the date of such commencement for the purposes of the determination of the Commencement Date of this Agreement, then the Commencement Date shall be deemed to be the date that this Agreement was executed by Licensee. Licensee's right to cure under this Agreement shall not be applicable to a failure to deliver timely written notice of such commencement notice. Licensor/ Site Manager shall provide Licensee with one set of keys and/or codes to access the Tower Site so that Licensee shall have the right of access to the Licensed Premises 24 hours per day, 7 days per week. Licensee shall be responsible for ensuring that Licensor/ Site Manager has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the access codes to the Tower Site.
2. **EXHIBITS.** Within forty-five (45) days following the commencement of the installation of the Approved Equipment, Licensee shall provide Licensor/ Site Manager with as-built drawings or construction drawings of the Approved Equipment as installed in both hard copy and electronic form ("Construction Drawings"), such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Site. Upon receipt, Licensor/ Site Manager shall insert hereto the Construction Drawings as Exhibit C. In the event that Licensee fails to deliver the Construction Drawings as required by this section, Licensor/ Site Manager may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor/ Site Manager shall assess a fee for such Construction Drawings of cost, including in-house labor, plus twenty percent (20%), which upon invoice shall become due and payable within 30 days. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to ground space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor/ Site Manager or its employees. Any such inconsistency or discrepancy between Exhibits A, B and C as set forth in the foregoing sentence shall be deemed a material default hereunder.
3. **LICENSE FEES; TAXES; ASSESSMENTS.** The Annual License Fee, as adjusted by the applicable Annual Escalator, shall be payable upon the Commencement Date and each anniversary of the Commencement Date thereafter. Licensee shall be solely responsible for all utility charges directly attributable to the Approved Equipment, except as otherwise provided on page 1 of this Agreement. Licensor/ Site Manager shall be responsible for the payment of any applicable taxes or governmental assessments against the Tower Site or personal property and improvements thereon owned and maintained by Licensor/ Site Manager. Licensee shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Premises. Licensee agrees to pay or reimburse Licensor/ Site Manager for any and all taxes, fees, or other costs and expenses assessed upon or paid by Licensor/ Site Manager to the United States Forest Service or Bureau of Land Management attributable to Licensee's Approved Equipment, Licensee's use of or Licensee's presence at the Tower Site. In the event that such payment or reimbursement is required, Licensor shall provide Licensee with documentation of such costs paid to United States Forest Service or Bureau of Land Management upon request by Licensee. All payments due under this Agreement shall be made to Licensor/ Site Manager at the address listed on page 1 or such other address as Licensor/ Site Manager may notify Licensee of in writing and/or upon such invoice. The CPI means the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984=100), as published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as if the Index had not been

discontinued or revised. All payments under this Agreement shall be made to Site Manager at the Remittance Address listed on page 1.

4. **TERM.** The Initial Term of this Agreement shall be as specified on page 1. This Agreement shall automatically be renewed for the Renewal Terms, if any, also stated on page 1 unless either Party gives to the other sixty (60) days written notice of termination prior to the expiration of the then-current term. Upon expiration, cancellation or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee from the Licensed Premises at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Premises in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such damage. In the event that Licensors/ Site Manager's right to license space to Licensee at the Tower Site is subject to a right of first refusal for the benefit of a third party or consent from the underlying lessor of the Ground Lease, Licensors/ Site Manager shall reserve the right to terminate this Agreement in the event that such third party fails to refuse, consent or waive (or is deemed to have refused or waived) such right or consent.
5. **COMMON EXPENSES; UTILITIES.** Licensee shall reimburse Licensors/ Site Manager for Licensee's pro-rata share of costs and expenses incurred by Licensors/ Site Manager for the maintenance, repair and replacement of common facilities at the Tower Site including, without limitation, damage to fences, gates, access roads, and the tower structure. Notwithstanding the foregoing, the cost and expenses associated with any damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the tower structure. In the event that Licensee also licenses space within a building or shelter owned by the Licensors/ Site Manager on the Tower Site, Licensee shall also reimburse Licensors/ Site Manager for its pro-rata share of all common expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by the Licensors/ Site Manager, Licensee shall also reimburse Licensors/ Site Manager for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses and replacement. For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Site. Licensee shall reimburse Licensors/ Site Manager for common expenses which shall be due and payable along with the Annual License Fee pursuant to Section 3. Licensors/ Site Manager shall be responsible for the utility costs associated with the operation of Licensee's Approved equipment as set forth on page 1; provided, however, that (a) in no event shall Licensors/ Site Manager provide Licensee with telephone service; and (b) in the event that Licensors/ Site Manager provides access to electricity or utilities to Licensee for a fixed fee or inclusive in the Annual License Fee, Licensors/ Site Manager reserves the right to reasonably increase such fees based on any change in equipment or increased power requirements by Licensee. Reimbursements pursuant to this section shall be limited to the value of two (2) months of rent per year.
6. **INSTALLATION. Intentionally omitted.**
7. **SITE INSPECTION.** Not less than ten (10) days prior to the initial installation by Licensee of the Approved Equipment or before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensors/ Site Manager the Site Inspection Fee. In the event that Licensors/ Site Manager installs Licensee's Approved Equipment Licensors/ Site Manager shall waive the Site Inspection Fee with respect to such installation.
8. **LABELING.** Licensee shall identify its equipment and equipment cabinets (unless such cabinet is located in a building owned by Licensee) with labels permanently affixed thereto and stating Licensee's name, contact phone number, and installation date. Licensee's coaxial cables shall be labeled at both the top and bottom of the tower structure. **Should Licensee fail to so identify its equipment, Licensors/ Site Manager may, in its sole discretion, interrupt Licensee's operations at the Tower Site and shall constitute a default of this Agreement.** In addition, should Licensee fail to label its equipment as required by this section, Licensors/ Site Manager may label Licensee's equipment and assess against Licensee a fee of one thousand five hundred dollars (\$1,500.00), as adjusted annually by a percentage rate increase equal to the Annual Escalator, which upon invoice shall become immediately due and payable.
9. **WORK; ALTERATIONS; STRUCTURAL ANALYSIS & MODIFICATIONS.** Licensee agrees that all of Licensee's property to be installed upon the Tower Site and all frequencies utilized by Licensee pursuant to this Agreement will be in exact accordance with that specified in Exhibit A attached hereto. Licensee shall submit to Licensors/ Site Manager detailed plans and specifications accurately describing all aspects of the proposed work to be performed including, without limitation, weight and wind load requirements and power supply requirements and evidence that Licensee has obtained all approvals, permits and consents required by, and has otherwise complied with, all legal requirements applicable to the performance of the Work. Licensee agrees that it will not make any alterations or additions to the Approved Equipment without the prior written consent of Licensors/ Site Manager in each case obtained. An amendment to Exhibit A to this Agreement shall be prepared to reflect each addition or modification to Licensee's equipment from time to time to which Licensors/ Site Manager has given its written consent. Any and all work at the Tower Site shall be performed in accordance with the foregoing standards and by qualified contractors approved of in advance by Licensors/ Site Manager (which approval of contractors shall not be unreasonably withheld, except as otherwise provided in the following sentence). Licensors/ Site Manager reserves the right, in its sole discretion, to refuse to permit any person or

company to climb any tower structure at the Tower Site. Such contractors shall have valid and current worker's compensation and general liability insurance certificates on file with Licensors/ Site Manager, naming Licensors/ Site Manager as an additional insured and which otherwise satisfy the insurance coverage requirements described in Section 14 of this Agreement. Licensee shall indemnify, defend and hold harmless Licensors/ Site Manager and Site Manager from and against any and all costs, claims, causes of action and liabilities of every nature and kind arising out of the acts and omissions of Licensee, its employees and agents or Licensee's contractors or subcontractors. At its sole election, Licensors/ Site Manager may, in their sole but reasonable judgment, perform or cause to be performed a structural analysis to determine the availability of capacity at the Tower Site for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Premises by Licensee. Nothing herein shall prevent Licensee from performing such analysis for its own account; *provided, however*, that Licensors/ Site Manager shall approve such vendor in Licensors/ Site Manager's sole discretion and Licensee shall provide a complete copy of any structural analysis that it performs to Licensors/ Site Manager at no cost to Licensors/ Site Manager no more than thirty (30) days following the completion of that analysis. If Licensors/ Site Manager performs such an analysis or causes one to be performed, Licensee agrees promptly to reimburse Licensors/ Site Manager for all reasonable costs and expenses incurred by Licensors/ Site Manager's vendor in the performance of such structural analysis within thirty (30) days following receipt of an invoice from Licensors/ Site Manager. In the event a structural analysis is performed after the execution of this Agreement by Licensors/ Site Manager but prior to the installation of Licensee's Approved Equipment, and such analysis indicates that the existing tower structure can not structurally accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensors/ Site Manager or Licensee may terminate this Agreement upon written notice at any time prior to the commencement of Licensee's installation. With respect to any permitted structural modifications to the Tower or upgrade of utilities by Licensee that are approved by Licensors/ Site Manager reserves the right to simultaneously upgrade the tower structure or utilities in excess of the modification required to accommodate Licensee's Approved Equipment in order to increase capacity ("Excess Upgrade"); *provided, however*, that Licensors/ Site Manager shall be solely responsible for the costs associated with such Excess Upgrade. Prior to the Commencement Date and prior to any Licensee-requested installation or modification Licensors/ Site Manager may elect to perform a shared site interference study ("SSIS") and Licensee shall pay Licensors/ Site Manager a fee of one thousand six hundred dollars (\$1,600) per study, as adjusted annually by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time of Licensee's application or immediately upon a determination by Licensors/ Site Manager that a SSIS is required. Licensors/ Site Manager's performance of the SSIS shall in no way constitute a warranty or representation from Licensors/ Site Manager that Licensee's proposed operations from the Tower Site will not suffer or cause interference with other users, but shall merely be a customary report intended to assist in the prevention of potential interference.

10. RF INTERFERENCE.

(a) *Interference with a Pre-Existing Use.* Licensee's use of the Tower Site and its operation of all of its Approved Equipment thereon (including any subsequent modification or alteration thereto) shall be conducted in a manner that does not interfere electrically, or in any other manner whatsoever with any then pre-existing use of the Tower Site by Licensors/ Site Manager or other users of the Tower Site ("Pre-Existing Use"). In the event that any Pre-Existing Use experiences interference caused by Licensee or Licensee's Approved Equipment (including any subsequent modification or alteration thereto), Licensee shall be notified in writing of such interference and Licensee shall power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Licensee's receipt of such notice. If Licensee does not cease all interfering operation within such seventy-two (72) hour period, Licensors/ Site Manager shall have the right to disconnect Licensee's Equipment until such time as Licensee can affect repairs to the interfering Approved Equipment. If Licensee is unable to eliminate the interference, or reduce it to a level acceptable to the affected user of the Pre-Existing Use, within a period of thirty (30) days following such initial notice (provided that during such 30 day period, Licensee may operate its equipment intermittently during off-peak hours for testing purposes only), then Licensors/ Site Manager may, in addition to any other rights it may have for Licensee's breach hereof, terminate this Agreement. In the event that Licensee is notified of any interference experienced by a Pre-Existing Use on the Tower Site alleged to be caused by Licensee's operations thereon, Licensee shall be obligated to perform whatever actions are necessary, at Licensee's sole cost and expense, to eliminate such interference and shall not be released from its obligation to continue to pay the Monthly Licensee Fee during any period that Licensee can not operate from the Tower Site pursuant to this Section.

(b) *Interference by a Subsequent Use.* Licensors/ Site Manager agrees that Licensors/ Site Manager and Licensors/ Site Manager's customers' use of the Tower Site whose equipment is installed or modified subsequent to the Licensee's then-current operation of Licensee's Approved Equipment thereon ("Subsequent Use") shall not, interfere with Licensee's then-current permitted operations. In the event that Licensee experiences interference caused by any Subsequent Use, Licensee shall notify Licensors/ Site Manager in writing of such interference and Licensors/ Site Manager shall, or shall cause the operator of the interfering Subsequent Use, to power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Licensors/ Site Manager's receipt of such notice. If such Subsequent Use is unable to operate without causing such interference, or if such interference is not reduced to a level acceptable to Licensee, within a period of thirty (30) days (provided that during such 30 day period the Subsequent Use may be operated intermittently during off-peak hours for testing purposes only), then Licensee may, in addition to any other rights it may have for Licensors/ Site Manager's breach hereof, terminate this Agreement. In the event that Licensors/ Site Manager is notified of any interference experienced by Licensee alleged to be caused by a Subsequent Use on the Tower Site, Licensors/ Site Manager shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary, at no cost or expense to Licensee, to eliminate such interference.

(c) *Interference with Lighting and Building Systems and Building Tenants.* In no event shall Licensee's use of the Tower Site or operation of any of its equipment thereon be conducted in a manner that interferes with Licensor/ Site Manager's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licensor/ Site Manager.

(d) *No Illegal, Unpermitted Use or Unlicensed Frequency Protection.* Notwithstanding anything to the contrary herein, Licensee shall not illegally transmit on any frequency, transmit on a channel or frequency not specified in Exhibit A attached hereto, operate at variance from the specifications in its FCC license or the FCC's rules governing Licensee's operation of its Approved Equipment, and Licensor/ Site Manager shall not provide any protection to Licensee from interference from parties who are not Licensor/ Site Manager's tenants at the Tower Site. Nothing in this Section 10 shall be deemed or interpreted to provide any protection to Licensee from any form of interference from any person in the event that Licensee is operating on any unlicensed frequency spectrum or pursuant to FCC Part 15.

11. **SITE RULES AND REGULATIONS.** Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Site by Licensor/ Site Manager in its discretion, which may be modified by Licensor/ Site Manager from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's normal business operations.
12. **CASUALTY; CONDEMNATION.** For purposes of this Agreement it shall be deemed a Casualty Event, if the Licensed Premises or the Tower Site is destroyed or condemned, in whole or part, whether by eminent domain or otherwise. In the event that the Licensed Premises or the Tower Site is wholly destroyed or condemned, whether by eminent domain or otherwise, this Agreement shall terminate without further liability to either Party except for payment of the Annual License Fees due up to the time of such destruction or condemnation. If the Licensed Premises are partially destroyed or condemned and are usable by Licensee for its purposes, then Licensor/ Site Manager shall, within one hundred and twenty (120) days (which shall be extended for any delays directly caused by governmental action or inaction), repair the Licensed Premises or the Tower Site with a reasonable reduction of the Annual License Fee to Licensee during the period of repair. In the event that the site repair or reconstruction has not commenced within one hundred eighty (180) days following such Casualty Event, Licensee may terminate this Agreement upon written notice to Licensor/ Site Manager prior to the commencement of any such repair or reconstruction of the Tower Site. If, however, any such partial destruction or condemnation occurs within six (6) months prior to termination of this Agreement, either Party may terminate this Agreement without further liability except for payment of the Annual License Fees up to the time of such destruction or condemnation. Any Annual License Fees prepaid by Licensee shall be returned to it as part of the operation of this section.
13. **COMPLIANCE WITH LAWS.** Licensor/ Site Manager is responsible for ensuring that the tower structure at the Tower Site is operated in compliance with all governmental lighting and marking requirements. Licensor/ Site Manager shall indemnify and defend Licensee from and against any loss, cost, or expense sustained or incurred by Licensee as a result of Licensor/ Site Manager's failure to comply with duly issued governmental regulations relating to tower lighting and marking. Notwithstanding anything to the contrary in the Agreement, Licensee shall at all times comply with all applicable laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.
14. **INDEMNIFICATION; INSURANCE.** Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other Party, its respective Affiliates, and their respective directors, employees, officers, shareholders, successors and assigns against all claims, losses, costs, expenses, damages, and liabilities (except as otherwise provided in Section 15 of this Agreement) arising from: (i) the negligence, willful misconduct or strict liability of such Party, or its agents, employees, representatives, contractors; or (ii) any material breach by such Party of any provision of this Agreement. In addition to the foregoing, Licensee shall indemnify Licensor/ Site Manager for all costs and expenses associated with actions taken by Licensor/ Site Manager to resolve any interference caused by Licensee or Licensee's Approved Equipment pursuant to Section 10(a), (c), and (d). Neither Party shall be responsible or liable to the other for any damage arising from any claim to the extent attributable to any acts or omissions of other licensees at the Tower Site. Without limiting the foregoing in any way, both Parties, each at their sole cost and expense, agree to maintain comprehensive general liability and casualty insurance (including without limitation, an umbrella policy of no less than five million dollars (\$5,000,000.00) in amounts reasonably satisfactory to the other Party with respect to its property and obligations hereunder. Such insurance policies shall contain a provision that such policy shall not be canceled or amended without thirty (30) days notice to the other Party. Upon the execution of this Agreement, Licensee shall deliver to Licensor/ Site Manager a certificate evidencing such insurance coverage, on which Licensor/ Site Manager shall be named as additional insureds with respect to the Tower Site. Further, Licensee shall deliver to Licensor/ Site Manager a certificate evidencing such insurance coverage within thirty (30) days of each renewal of such policy. Licensor/ Site Manager reserves the right, from time to time, to increase the required liability limits described above in accordance with then-current customary insurance requirements in the tower industry nationally.
15. **WAIVER OF CERTAIN DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO RECOVER INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES AND THE MULTIPLIED PORTION OF ANY DAMAGES.**

16. **NOTICES.** Any required or permitted notice or demand shall be made by certified mail, postage prepaid, addressed to the Licensors/ Site Manager at the addresses set forth on page 1. Notices to Licensee shall be made to the addresses set forth on page 1. Either Party may modify, add, or delete notice addresses from time to time by notice given in accordance with this section. Any notice or demand shall be deemed to have been given or made at the time it is deposited in a United States Post Office or with a private overnight courier service.
17. **ASSIGNMENT; SUBLEASING.** Licensee may assign this Agreement as a whole with Licensors/ Site Manager's prior written consent; *provided, however,* that Licensors/ Site Manager's consent will not be required for an assignment to any person or entity which is controlled by, controlling or under common control with Licensee ("Affiliates"). For these purposes, "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership. In no event may Licensee sublet, sublease, or permit any other similar use of the Tower Site or Licensed Premises by any other party. In no event may Licensee diplex or combine signals or grant any shared use rights for itself or others, except as specifically designated in Exhibits A or B. In the event of a permitted assignment hereunder, Licensee shall be relieved of any of its obligations under this Agreement arising on or after the effective date of such permitted assignment. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. With 60 days notice to Licensee, Licensors/ Site Manager may assign, transfer, or sublease this Agreement and, in such event, Licensors/ Site Manager shall be relieved of all of its obligations under this Agreement from and after the date of such assignment, transfer, or sublease. This Agreement shall be binding upon the successors and permitted assigns of both parties. Licensee shall pay Licensors/ Site Manager a fee of \$500.00 (which fee shall increase annually by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement. Notwithstanding anything to the contrary, Licensors/ Site Manager may condition its consent to any assignment, on among other things, requiring that the assignee execute a new form of license agreement so long as the Annual License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement.
18. **QUIET ENJOYMENT.** Licensors/ Site Manager covenants and agrees that, upon Licensee's paying the Annual License Fee and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee under this Agreement, Licensee shall be entitled to quiet enjoyment of the Licensed Premises during the term of this Agreement.
19. **DEFAULT.** Either Party shall have ten (10) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any monetary default and, except as otherwise provided in this Agreement with respect to RF interference, labeling and Construction Drawings, thirty (30) days after receipt of written notice from the other Party to cure any non-monetary default. Except with respect to RF interference, so long as the Party charged with the default diligently pursues a cure during the prescribed time period, that Party shall be given additional time reasonably necessary to cure the default. If subsequent to the foregoing requisite periods of time, there continues to be an event of default, the non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and may institute any other available proceedings at law or in equity to recover damages from the defaulting Party.
20. **COLLECTIONS.** Subject to the provisions of Section 19 above, Licensors/ Site Manager may take any collections actions it deems necessary without further notice to Licensee, including, without limitation, the disconnection or removal and storage of any and all of Licensee's equipment, including the Approved Equipment or all other Licensee property located on the Tower Site. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost or expense reasonably incurred by Licensors/ Site Manager in recovering the Annual License Fee or other fee or charge. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensors/ Site Manager may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement. Licensors/ Site Manager shall accept any such partial payment for the account of Licensee. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to twelve percent (12%) per annum.
21. **GOVERNMENTAL APPROVALS; PERMITS.** In the event that any governmental permit, approval or authorization required for Licensors/ Site Manager's use of, operation of, or right to license space to Licensee at the Tower Site is challenged, terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensors/ Site Manager may terminate this Agreement. In the event that Licensors/ Site Manager does not terminate this Agreement, Licensee may elect to install or continue to operate its equipment at its sole cost and risk. Licensee understands and agrees that, in the event of a governmental or legal order requiring the removal of Licensee's equipment from the tower or removal of the tower structure or any structural modification required to accommodate Licensee's Approved Equipment, Licensee shall do so promptly at its sole cost and expense. Licensors/ Site Manager shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment; provided, however such cooperation shall be subject to the foregoing: (a) Licensors/ Site Manager shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation; (b) Licensors/ Site Manager reserves the right to

obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense; and (c) in no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Site or Licensors/ Site Manager's current or future use or ability to license space at the Tower Site as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensors/ Site Manager-owned shelter or building, Licensee shall be solely responsible for obtaining any required consents or permits in connection with such shelter or cabinet installation. Licensee hereby consents to the stacking of a third-party or Licensors/ Site Manager owned platform, shelter or cabinets above or below Licensee's shelter or cabinets provided Licensors/ Site Manager or such third party shall be solely responsible for all costs and expenses associated with obtaining any required consents or permits in connection with such shelter or cabinet installation above Licensee's equipment. In addition to the foregoing, in the event that Licensee has not been requested to install a stackable shelter and does not utilize a stackable shelter, Licensee agrees that Licensors/ Site Manager shall have the right to require Licensee to replace its shelter with a stackable shelter upon no less than sixty (60) days prior written notice at the sole cost and expense of a subsequent licensee who installs a stacked shelter above Licensee's equipment shelter.

22. **REPLACEMENT OF TOWER.** Licensors/ Site Manager reserves the right, in its sole discretion, to replace or rebuild the tower structure or the top of the tower. In such event, Licensors/ Site Manager shall provide Licensee with space at the Tower Site suitable to allow Licensee to continue to operate the Approved Equipment in a substantially similar manner during the construction period. Licensors/ Site Manager shall be solely responsible for the costs associated with removing and re-installing the Approved Equipment. Licensors/ Site Manager also expressly reserves the right to erect one or more towers on the Tower Site, subject to Licensors/ Site Manager's obligations to Licensee under this Agreement. Licensee shall also have the right to establish a temporary facility on the Tower Site to provide such services as Licensee deems necessary during any such construction by Licensors/ Site Manager so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensors/ Site Manager's approval.
23. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state in which the Tower Site is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.
24. **EXCUSABLE DELAYS.** If either Party is unable due to causes beyond its reasonable control to carry out its obligations under this Agreement in whole or in part and if such Party gives written notice and full details of an excusable delay (including, without limitation, a *force majeure* event) to the other as soon as practicable after the occurrence of the event, then the obligations of the affected Party will be suspended to the extent reasonably required as a result of such event. *Excusable Delay* means an event that is not within the reasonable control of the affected Party, including, without limitation, war, riots, civil insurrection or acts of a common enemy, fire, flood, strikes or other labor difficulty, acts of civil or military authority, including governmental laws, orders, actions, inactions or regulations, embargo.
25. **MISCELLANEOUS.** Time is of the essence in this Agreement. The offer of license expressed in this Agreement shall automatically expire and become void if not accepted by Licensee and such acceptance received by Licensors/ Site Manager within thirty (30) days from the Effective Date. This Agreement is of no force or effect until signed by both Licensors and Licensee with Licensee signing last. Upon Licensors/ Site Manager's written request, Licensee shall promptly furnish Licensors/ Site Manager with complete and accurate information in response to any reasonable request by Licensors/ Site Manager for information about any of the Approved Equipment or utilities utilized by Licensee at any Tower Site or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensors/ Site Manager, its affiliates or any trade name utilized by the Licensors/ Site Manager or its affiliates and such signatory does not hold the real property or leasehold interest in the affected Tower Site, the execution of this Agreement shall be deemed to have been properly executed by the Licensors/ Site Manager's affiliate which properly holds such interest in the affected Tower Site. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter hereof and shall supersede all prior offers, negotiations and agreements, whether written or oral. Unless otherwise provided for in this Agreement, no revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. Either Licensors/ Site Manager or Licensee may be referred to herein as a "Party" and both Licensors/ Site Manager and Licensee together may be referred to herein as the "Parties".

The offer of license expressed in this proposed Agreement shall automatically expire and become void if not accepted and executed by Licensee and such acceptance received by Licensors/ Site Manager within thirty (30) days of the Effective Date.

ATTACHED EXHIBITS:

Exhibit A: List of Approved Equipment

Exhibit B: Site Drawing indicating the location of ground space for Licensee's equipment shelter or space in Licensor/ Site Manager's building (as applicable)

Exhibit C: As-Built Drawings or Construction Drawings to be attached within 45 days after Commencement Date in accordance with Section 1.

Exhibit D: Form of Commencement Date Notice.

Exhibit E: Proposed Letter from AAA to Share Antenna.

EXHIBIT A

Approved Equipment

EXHIBITA

County of Monterey

Premises Peak CA 1

GROUND SPACE REQUIREMENTS

PRIMARY CONTIGUOUS LEASE AREA DIMENSIONS (LxWxH (ft))		4 x 2 x 7		Sq. ft. 8	
INSIDE ATC SHELTER	<input checked="" type="checkbox"/>	DIMENSIONS (LxWxH (ft))	38 in x 18 in x 7 ft		
CUSTOMER SHELTER	<input type="checkbox"/>	DIMENSIONS (LxWxH (ft))	N/A	PAD FOR SHELTER	<input type="checkbox"/>
				DIMENSIONS (LxW (ft))	N/A
STOOP	<input type="checkbox"/>	DIMENSIONS (LxW (ft))		N/A	
OUTDOOR CABINETS	<input type="checkbox"/>	QUANTITY OF CABINETS	N/A	DIMENSIONS (LxWxH (ft))	N/A

BACKUP POWER REQUIREMENTS

GENERATOR NOT REQUIRED?	<input checked="" type="checkbox"/>	ATC SHARED GENERATOR	<input type="checkbox"/>	SHARED GENERATOR PEAK USAGE (KW)	N/A
INSIDE CUSTOMER SHELTER	<input type="checkbox"/>	GENERATOR (to be located inside primary leasing area)	<input type="checkbox"/>	GENERATOR (to be located outside primary leasing area)	<input type="checkbox"/>
ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER (LxW (ft))		N/A			
MANUFACTURER	N/A	MAKE / MODEL	N/A	CAPACITY (KW)	N/A
FUEL TYPE	N/A				
PAD FOR GENERATOR	<input type="checkbox"/>	DIMENSIONS (LxW (ft))	N/A		
FUEL TANK	<input type="checkbox"/>	DIMENSIONS (LxW (ft))	N/A	TANK SIZE (gal)	N/A
PAD FOR FUEL TANK (if required)	<input type="checkbox"/>	DIMENSIONS (LxW (ft))	N/A		

SECONDARY GROUND LEASE AREA REQUIREMENTS

Will supplementary ground space be needed to accommodate additional equipment?	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	X
IF YES, ADDITIONAL LEASE AREA DIMENSIONS (LxWxH (ft))	N/A	Sq. ft.	N/A			
ADDITIONAL EQUIPMENT	N/A	DIMENSIONS (LxWxH (ft))		N/A		
ADDITIONAL EQUIPMENT	N/A	DIMENSIONS (LxWxH (ft))		N/A		

POWER/TELCO REQUIREMENTS

POWER PROVIDED BY:	UTILITY COMPANY DIRECT	<input type="checkbox"/>	ATC PROVIDED	<input checked="" type="checkbox"/>	Average monthly power consumption (KWH units): 350			
TELCO/INTERCONNECT REQUIREMENTS:	POTS	<input type="checkbox"/>	TI	<input type="checkbox"/>	MICROWAVE	<input checked="" type="checkbox"/>	FIBER OPTICS	<input type="checkbox"/>

TRANSMITTER SPECIFICATIONS (& RECEIVER)

TRANSMITTER/RECEIVER TYPE	Transmitter & Receiver	Transmitter & Receiver	Transmitter & Receiver	N/A	N/A	N/A
QTY OF TRANSMITTERS/RECEIVERS	1	1	1	N/A	N/A	N/A
MANUFACTURER	Harris	Harris	Harris	N/A	N/A	N/A
TYPE & MODEL	Master 3	Master 3	Master 3	N/A	N/A	N/A
TYPE OF TECHNOLOGY	Paging	N/A	N/A	N/A	N/A	N/A
TX POWER OUTPUT	110 W	110 W	110 W	N/A	N/A	N/A
*ERP (Watts)	500 W	18 W	18 W	N/A	N/A	N/A
ELECTRIC SERVICE REQUIRED (Amps/Volts)		110 VAC		N/A	N/A	N/A

ANTENNA EQUIPMENT SPECIFICATIONS

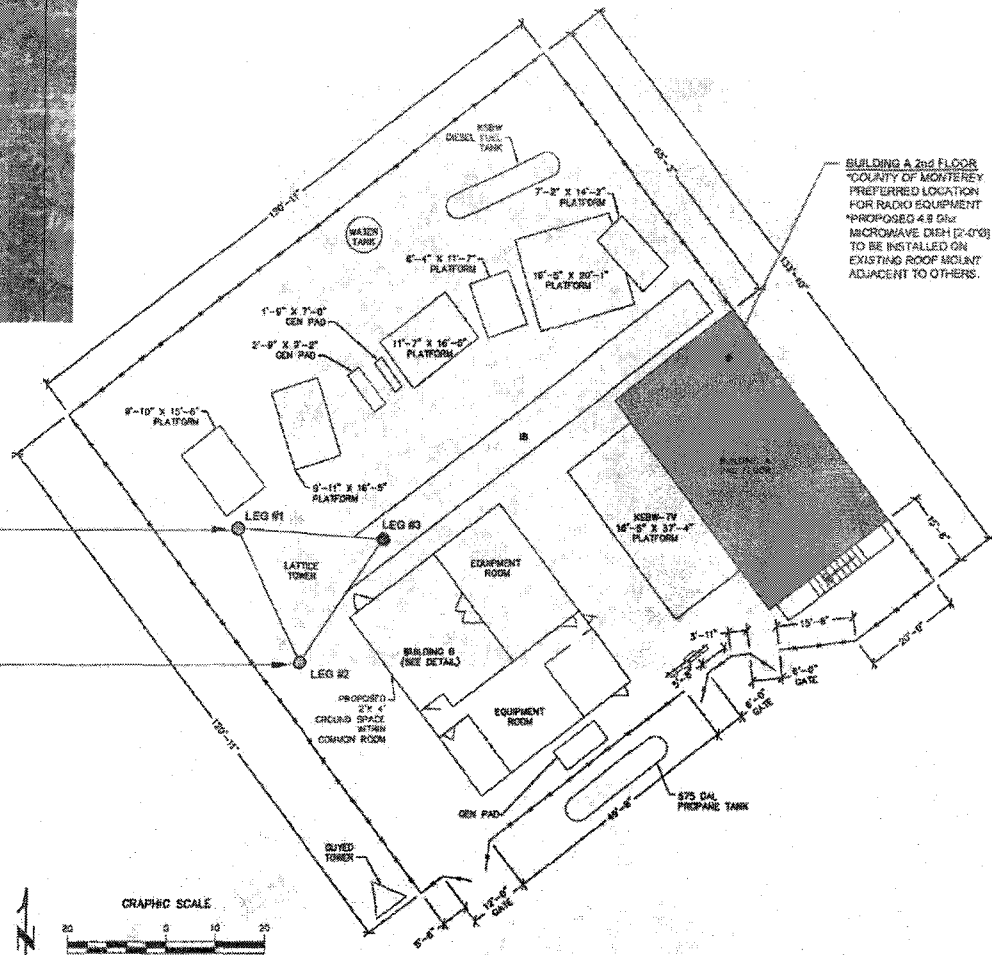
EQUIPMENT TYPE:	N/A	N/A	Dir-Standoff	N/A	N/A	N/A
RAD CENTER AGL (ft)	N/A	N/A	Top of Building	N/A	N/A	N/A
EQUIPMENT MOUNT HEIGHT (ft)	N/A	N/A	Top of Building	N/A	N/A	N/A
EQUIPMENT MOUNT TYPE:	N/A	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MANUFACTURER	N/A	N/A	Rubin Waves	N/A	N/A	N/A
EQUIPMENT MODEL #	N/A	N/A	SPD2-4.7	N/A	N/A	N/A
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	N/A	N/A	2'	N/A	N/A	N/A
EQUIPMENT WEIGHT (per item, in lbs.)	N/A	N/A	22 lbs	N/A	N/A	N/A
EQUIPMENT QUANTITY	N/A	N/A	1	N/A	N/A	N/A
AZIMUTHS / DIRECTION OF RADIATION (degrees) (i.e. "0,180,240")	N/A	N/A	N/A	N/A	N/A	N/A
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4"	N/A	N/A	1	N/A	N/A	N/A
TX FREQUENCY	N/A	N/A	5.8 GHz	N/A	N/A	N/A
RX FREQUENCY	N/A	N/A	5.8 GHz	N/A	N/A	N/A
Is equipment using unlicensed frequencies?	N/A	N/A	No	N/A	N/A	N/A
ANTENNA GAIN	N/A	N/A	26.6 dBi	N/A	N/A	N/A
TOTAL # of LINES (for equipment in column)	N/A	N/A	1	N/A	N/A	N/A
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "3/3"	N/A	N/A	1	N/A	N/A	N/A
LINE TYPE	N/A	N/A	Coax	N/A	N/A	N/A
LINE DIAMETER / SIZE	N/A	N/A	7/8"	N/A	N/A	N/A

Exhibit B
**Site Drawing indicating the location of ground space for Licensee's equipment
shelter or space in Licensor/ Site Manager's building (as applicable)**

Initials: _____/_____

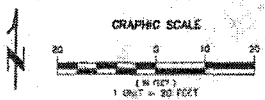


VICINITY MAP
NO SCALE



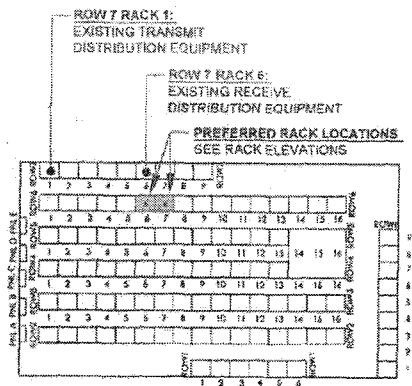
LATTICE TOWER LEG #1
THE COUNTY OF MONTEREY PROPOSES TO UTILIZE AN EXISTING RECEIVE (R) 2-ELEMENT DIPOLE ANTENNA LOCATED AT 140 FT. THIS ANTENNA IS PART OF AN EXISTING RECEIVE DISTRIBUTION SYSTEM.

LATTICE TOWER LEG #2
THE COUNTY OF MONTEREY PROPOSES TO UTILIZE AN EXISTING TRANSMIT (T) 2-ELEMENT DIPOLE ANTENNA LOCATED AT 78 FT. THIS ANTENNA IS PART OF AN EXISTING COMBINING SYSTEM.



FREMONT PEAK - AMERICAN TOWER SITE PLAN
SCALE = AS NOTED

***POWER MODIFICATION NOTE:**
REPLACE THE EXISTING LADDER RACK MOUNTED DOUBLE DUPLEX RECEPTACLES (RIGHT ABOVE ROW 5 SLOTS-8&7) WITH DEDICATED 25A TWIST-LOCK RECEPTACLES (2) TOTAL.



BUILDING A 2nd FLOOR DETAIL:
N.T.S.

KEY NOTE:
FOR CLARIFICATION NON-MONTEREY COUNTY EQUIPMENT IS NOT SHOWN. THIS DRAWING IS NOT FOR CONSTRUCTION. THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY. IT ILLUSTRATES GENERAL CONDITIONS FOR THE COUNTY OF MONTEREY OCCUPANCY AT AMERICAN TOWER SITE NUMBER 8524 AT FREMONT PEAK.

DESIGNED	DATE	PROJECT SITE	DRAWING SCALE	COUNTY OF MONTEREY I.T. COMMUNICATIONS ENGINEERING	PROJECT TITLE	NO.	REVISION DESCRIPTION
DRAWN	10/15/2010	COUNTY OF MONTEREY NGEN PROJECT ANALOG OVERLAY	AS NOTED PAPER SIZE: AYS B (11"x17")	1500 MARKET STREET SALINAS, CA 99901-3042 PH: (831) 754-6433 FAX: (831) 759-6210	AMERICAN TOWER SITE# 8524 AT FREMONT PEAK PROPOSED MONTEREY COUNTY SYSTEMS		
CHECKED							
APPROVED	11/17/2011						DD-R-FREMONT PEAK_LEASE_PROPOSAL_REV 1.dwg SHEET NO. 1 / 2

Exhibit C
As Built Drawings or Construction Drawings

To be attached hereto within 45 days of the date after commencement of installation or construction of Licensee's Approved Equipment at the Tower Site.

Initials: _____/_____

**Exhibit D
Form of Commencement Date Notice**

[Date]

Via Return Receipt Requested First Class Mail

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Contracts Manager

Re: ATC Tower Site # _____, ATC Tower Site Name:

Dear Contracts Manager:

In accordance with Section 1 of that License Agreement ("Agreement") dated _____ between _____ ("Licensor/ Site Manager") and _____ ("Licensee"), this letter serves as notice that Licensee commenced its construction and/or installation at the Tower Site described above on _____, 20____.

The Agreement states that the Commencement Date for the purposes of the Annual License Fee is the earlier of the commencement of installation or construction or _____, 2____ (but in no event later than 45 days after the Effective Date of the Agreement).

In accordance with the Agreement, the correct Commencement Date for this Agreement is _____, 2____.

If you have any questions, please contact me at _____.

Sincerely,

Initials: _____/_____

Exhibit E
Proposed Letter from AAA to share antenna



AAA Northern California,
Nevada & Utah

1900 Powell Street, Suite 1200
Emeryville, CA 94608

July 25, 2012

Lynn Diebold - Director
Monterey County Department of Emergency Communications
1322 Natividad Road
Salinas, CA 93906

Dear Ms. Diebold:

AAA Northern California, Nevada, and Utah (AAA) currently owns and operates radio communications equipment, including antenna systems, at the Fremont Peak radio communications site operated by American Tower. The County of Monterey seeks to improve public safety radio communications in the coverage area potentially served by the Fremont Peak site. AAA understands that the County of Monterey can install additional equipment at the site that would allow the County to share use of these antenna systems with AAA.

AAA agrees to the shared use of its existing antenna system(s) with Monterey County, subject to the approval of a License Agreement between Monterey County and American Tower. The approval of such License Agreement between American Tower and Monterey County will serve as American Tower's confirmation of this agreement between AAA and Monterey County.

As the County's proposed use is for public safety, AAA agrees to provide the County 30 days advance notice of any changes that could affect the County's use of the system. In addition, County agrees to provide all regular maintenance of the antenna system and conduct needed repairs of the antenna system upon notification by AAA.

County will notify AAA by contacting:

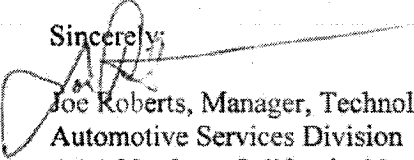
Joe Roberts, Manager of Technology Support for Automotive Services, 1900 Powell Street, Suite 1200,
Emeryville CA 94608 – joseph.roberts@goAAA.com (510) 596-3837

AAA will notify County by contacting:

Lee Hollingsworth, Radio Communications Manager, 855 E. Laurel Drive Building D, Salinas, CA 93906 –
hollingsworthl@co.monterey.ca.us (831)796-1463 – 24 Hour Number (831)796-1400

By signing below, I agree that I am authorized to agree to this sharing of antennas on behalf of AAA NCNU.

Sincerely,


Joe Roberts, Manager, Technology Support
Automotive Services Division
AAA Northern California, Nevada & Utah
1900 Powell St., CA 94608

C: Francis Novero, AAA NCNU