

ENTRY AND TESTING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 20____, (**“Effective Date”**), by and between **SBA Structures, LLC (“SBA”)** and **County of Monterey (“Testing Company”)**, concerning the following described property: (**“Property”**): **3400 Red Wolf Drive, Carmel, CA 93924**

- A.** Testing Company has an interest in leasing space on the Property for use as an antenna site for the receipt and transmission of wireless communications signals; and
- B.** In order for Testing Company to determine the feasibility of the Property as an antenna site, it is necessary for employees, agents or independent contractors of Testing Company to enter upon and inspect the Property and/or temporarily locate communications equipment on the Property to conduct tests; and
- C.** SBA and Testing Company desire to provide for the entry upon, inspection and/or testing activities and applications concerning the Property pursuant to the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, SBA and Testing Company agree as follows:

- 1. Consent.** SBA grants permission to Testing Company, its employees, agents and independent contractors (“Authorized Parties”) to enter upon the Property to conduct and perform some or all of the following activities (“Permitted Activities”): surveys, geotechnical soil borings and analyses, Phase I environmental audits, Phase II environmental audits, if determined to be necessary, boundary surveys, radio propagation studies, wetland delineations and such other tests and inspections of the Property which Testing Company may deem necessary or advisable. Testing Company agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and operation and removal of equipment on the Property.
- 2. Term.** The term shall be up to ninety (90) days and shall be revocable by SBA at any time.
- 3. Access.** SBA grants permission to the Authorized Parties to enter upon the Property to perform the Permitted Activities during the term of this Agreement by providing 24 hours prior notice via email to the regional site manager **Steve McKendry** to **smckendry@sbsite.com**. Testing Company may access the Property to install and leave equipment for up to ninety (90) days.
- 4. Removal of Property.** Testing Company agrees that it will, upon the conclusion of its testing, remove any equipment installed on the Property as a part of the Permitted Activities, repair any damage to the Property that might have been caused in connection with any of the Permitted Activities, and will return the Property to the condition it was in before Testing Company’s entry onto the Property. In the event any equipment installed on the Property by Testing Company is not timely removed, SBA and/or the land owner will have the right to remove such equipment and Testing Company agrees to be responsible for the costs of such removal.



5. **Indemnity.** Testing Company agrees to indemnify, save harmless, and defend the land owner and/or SBA, its directors, officers, employees, and management agent, if any, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Authorized Parties in conducting the Permitted Activities except for those losses, claims, suits, damages and/or liabilities arising solely from the negligence of SBA. Any defense conducted by Testing Company of any such claims, actions, damages, liability and expense will be conducted by attorneys chosen by Testing Company, and Testing Company will be liable for the payment of any and all court costs, litigation expenses, reasonable attorneys' fees and any judgment that may be entered therein.

6. **Insurance.** Testing Company will procure and maintain either a public liability policy or general commercial liability policy, with limits of \$1,000,000 for bodily injury and \$1,000,000 for property damage, with a certificate of insurance to be furnished to SBA prior to entering the Property to perform any Permitted Activities. Notwithstanding the forgoing requirements, Testing Company may self-insure if it: (i) uses an independent third party administrator to manage all claims, (ii) maintains sufficient capital reserves and (iii) has coverage substantially similar to those coverages indicated above. Testing Company shall provide SBA with a letter describing self-insurance meeting these requirements.

7. **Representations.** SBA and Testing Company each have the full right and authority to enter into this agreement and to perform the obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

County of Monterey

By: _____
Title: _____
Date: _____

SBA Structures, LLC

By: Jason Silberstein
Title: Executive Vice President, Site Leasing
Date: _____

