

ATTACHMENT A:

LICENSE AGREEMENT

of the County's notice, FAS shall commence commercially reasonable efforts to cause the Subsequent User to correct and eliminate the interference, including but not limited to causing the Subsequent User to power down its equipment and to cease or modify its operations. FAS thereafter shall use commercially reasonable efforts to cause the Subsequent User to perform whatever actions are reasonable and necessary to eliminate such interference. If for any reason the interference continues for more than ten (10) days after the date of the County's notice to FAS of such interference, then the County may at its option, (a) terminate this License upon written notice to FAS, and/or (b) exercise any and all remedies available to the County at law and in equity, including but not limited to seeking injunctive relief.

6. Cooperation. In all cases, the County and the City will cooperate with one another and all authorized users of the Roosevelt Property in accordance with current FCC rules and regulations, in good faith and so as to protect the business interests of all involved, to (a) determine the source of any interference and identify the cause of the interference, (b) work toward removing the interference with minimal business interruption to all users of the Roosevelt Property including the party causing the interference and the party or parties affected by the interference, and (c) allow all users of the Roosevelt Property to operate transmitters and receivers in accordance with FCC authorization.

7. Costs Relating to Interference. If there is interference, the County and the City will cooperate with each other to determine the cause, but each party will be responsible for its own costs in determining the cause of the interference. If the County's use is determined to be the cause of interference with a Pre-Existing User, the County will be responsible for the cost of remedying the interference. The County will not be responsible for the cost of remedying interference caused by a Subsequent User.

8. Release. The City makes no covenant, representation, or warranty to the County that any Pre-Existing or Subsequent User of the Roosevelt Property will not cause interference with or interruption of the County's use of the Equipment or the Roosevelt Property. So long as the City complies with its obligations under Section IV and takes reasonable steps to cause any third-party users to comply with the requirements under Section IV, the County hereby releases the City from any claims arising from interference with County's Permitted Use of its Equipment caused by third parties, except to the extent caused by the City's negligence or willful misconduct.

9. Requirement for Intermodulation Study. An intermodulation study will be prepared by the County prior to installation of the Equipment, and by each Subsequent User, and by any Pre-Existing User before making any changes (exclusive of the removal of equipment) to the pre-existing equipment or operating frequencies utilized by a Pre-Existing User. An intermodulation study will include in its calculations all pre-existing and proposed subsequent receiver and transmitter frequencies, and will be prepared noting the technical characteristics from each Pre-Existing User and proposed Subsequent User, including operating bandwidth, modulation type, receiver sensitivity and transmitter power output. If harmful intermodulation products are identified, the Pre-Existing User or Subsequent User, as the case may be, proposing a change in operating frequencies or the

addition of equipment must provide an intermodulation avoidance plan that identifies how the proposed changes or additions will be implemented so as to avoid interference. All such intermodulation studies and avoidance plans will be prepared by a licensed electrical engineer having the qualifications necessary to competently prepare such a study and plan.

V. Initial Installations of Equipment; Subsequent Installations

1. **Initial Installations.** At its sole cost, the County shall be responsible for performing all work, or contracting for all work, necessary to install the Equipment at the locations described in Section II herein, including the engineering design, installation, and mounting of any racks, wiring, cables, panels, cable trays and any meters (“**Initial Installation**”). The Initial Installation is subject to the following conditions:
 - a. The County shall not begin any installation of any of the Equipment until all plans have been reviewed and approved by FAS in writing and all necessary permits, approvals and waivers have been secured from all applicable governmental authorities. The County shall secure such permits, approvals and waivers at its sole cost; provided that FAS will cooperate with the County in its efforts to secure such permits, approvals and waivers.
 - b. Prior to any digging on the Roosevelt Property, the County shall first locate all underground utilities on the Roosevelt Property.
 - c. The County shall diligently complete all work in a safe and high-quality manner, at the County’s sole cost.
 - d. All work performed by or for the County shall be in compliance with all laws, rules, and regulations of any governmental authorities having jurisdiction over the Roosevelt Property. All grounding work shall be performed to Motorola R56 specifications.
 - e. The County shall keep the Roosevelt Property and every part thereof free and clear of mechanics’ liens and other liens for labor, services, supplies, equipment, or material provided for the use and benefit of the County, and the County shall at all times fully pay and discharge and save harmless the City, its successors and assigns, from any and all claims arising from such liens, and against all reasonable attorney’s fees and costs and all expenses, damages, or outlay incurred by the City by reason of any such lien or claim of lien arising as a result of the actions of the County. Notwithstanding the foregoing, if the County in good faith disputes the claim of lien, the County may pursue such dispute in any lawful manner, provided that it bonds against such lien to the City’s reasonable satisfaction.
2. **Subsequent Installations.** Any work performed by or for the County after the Initial Installation will be subject to the same requirements as are set forth in

