

TELECOMMUNICATIONS VAULT LICENSE AGREEMENT**Location of Licensed Premises:****Nadeen Peak
Contra Costa County****License No: 3953-001****Project No: 8378****Agency: California Highway Patrol****County: Contra Costa County**

THIS LICENSE AGREEMENT, dated July 1, 2021, ("License") by and between, **Contra Costa County**, hereinafter referred to as "County", and the **State of California**, at the direction and with the consent of the **California Highway Patrol (CHP)**, acting by and through the Director of the **Department of General Services (DGS)**, hereinafter collectively referred to as "State".

RECITALS

WHEREAS, Pursuant to Section 14669 (a) of the Government Code, the Director of the Department of General Services ("Director") may acquire a license for any State agency to use any real property, if the Director deems the licensing is in the best interests of the State; and

WHEREAS, the County has under its jurisdiction certain telecommunications facilities located off Cummings Skyway and McEwen Road, in Crockett, Contra Costa County, State of California, commonly known as Nadeen Peak; and

WHEREAS, this License is subject to the terms of an underlying Master Lease between County and property owner John A. Demartini Ranch, LLC, successor to previous owners Bernice Boradori, Maxine Hagar, John V. Hook, John V. Hook, as Executor U/W of Roberta Hook, Deceased, John V. Hook and Stanley Roche, as Trustees U/W and by Decree of Final Distribution of the Estate of Mary Williams, deceased, Stanley Roche, and Woodrow Roche, encompassing APN 354-300-008 and a defined access road across APN 354-300-007 ("Access Road"), which is dated August 24, 1982, and expiring July 31, 2081, a copy of which is attached as Exhibit A; and

WHEREAS, State desires to continue to License space in said telecommunications facility; and

WHEREAS, the Director has determined that it is in the best interests of the State that such a License be consummated between the State and County on the terms and conditions herein contained, and County is willing to allow State to continue to License that space, under the terms of this License.

NOW THEREFORE, the parties agree to the provisions that follow and are incorporated herein as:

AGREEMENT**PROPERTY
DESCRIPTION**

1. Under the terms of this License, County does hereby license to State, and State hereby licenses from County, those certain premises described as 1/3 of Rack #2 and 16 sf of ceiling mounted storage space for 2 low band cavities in County's vault, as well as space for 1 dipole antenna on County's 80-foot tower (together the equivalent of eight (8) rack units, and the foregoing herein and defined as the "Licensed Premises"). The Licensed Premises is located at Nadeen Peak, an approximately 40,075 square-foot parcel, located at Latitude 38-01-44.7; Longitude 122-11-50.9 (the "Property"). The equipment State will maintain within the Licensed Premises is further described in "Equipment Information," dated June 10, 2021, as referenced in Exhibit B. Applicable drawings concerning the Licensed Premises and equipment that will be maintained on the Licensed Premises include Exhibit C-1 "Plot Plan & Site Access"; Exhibit C-2 "Rack Elevation Diagram"; Exhibit C-3 "Site Antenna Layout"; and Exhibit C-4 "Antenna Space Assignment," all attached hereto and incorporated herein.

USE

2. County licenses to the State the Licensed Premises for operating and using a radio relay station, together with the necessary appurtenances thereto.

**STATE EQUIPMENT
REPLACEMENT &
MODIFICATION**

3. State shall seek the approval of County prior to any replacement, modification, repair, removal, maintenance of State's equipment, or other activities on any portion of the Licensed Premises, which may cause interference with existing communication operations and the facility. State shall follow guidelines for Site Standards as described in Exhibit D – Site Standards.

TERM

4. The term of this License shall be comprised of an initial period of ten (10) years ("Term"). The State, at its discretion, may allow the Term to extend by up to three successive five (5) year automatic "Extensions".

Unless State gives prior written notice at least 60 days before the end of the then-current Term that it will allow the License to expire at the end of the current Term, the Term shall be extended by an Extension, not to exceed three successive Extensions of the Term. In no event shall the Term, inclusive of all three Extensions, extend beyond June 30, 2046.

Initial Term: July 1, 2021 – June 30, 2031
 Extension #1: July 1, 2031 – June 30, 2036
 Extension #2: July 1, 2036 – June 30, 2041
 Extension #3: July 1, 2041 – June 30, 2046

**EARLY
TERMINATION**

5. State or County may terminate this License at any time during the Term, by giving written notice to the other party at least sixty (60) days prior to the date when such termination shall become effective.

FEE

6. In consideration for the License, for each year during the Term of this License, State agrees to pay County a non-refundable fee ("Monthly Fee"), paid monthly in arrears from legally available funds by State to County, on or before the last day of each month. The Monthly Fee for Year 1 shall be \$25 per rack unit per month or \$200.00 per month for the existing eight (8) rack units. Beginning with the Monthly Fee to be paid July 1, 2022, the amount of the Monthly Fee shall increase annually by three percent (3%) over the Monthly Fee due the County on the previous July 1, as set forth in the fee schedule below.

Fee Schedule

<u>Year</u>	<u>Term</u>	<u>Monthly Payment</u>
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Initial Term

1	July 1, 2021 – June 30, 2022	\$ 200.00
2	July 1, 2022 – June 30, 2023	\$ 206.00
3	July 1, 2023 – June 30, 2024	\$ 212.18
4	July 1, 2024 – June 30, 2025	\$ 218.55
5	July 1, 2025 -- June 30, 2026	\$ 225.10
6	July 1, 2026 -- June 30, 2027	\$ 231.85
7	July 1, 2027 – June 30, 2028	\$ 238.81
8	July 1, 2028 – June 30, 2029	\$ 245.97
9	July 1, 2029 – June 30, 2030	\$ 253.35
10	July 1, 2030 – June 30, 2031	\$ 260.95

Extension Option #1

11	July 1, 2031 – June 30, 2032	\$ 268.78
12	July 1, 2032 – June 30, 2033	\$ 276.85
13	July 1, 2033 – June 30, 2034	\$ 285.15
14	July 1, 2034 – June 30, 2035	\$ 293.71
15	July 1, 2035 – June 30, 2036	\$ 302.52

Extension Option #2

16	July 1, 2036 -- June 30, 2037	\$ 311.59
17	July 1, 2037 -- June 30, 2038	\$ 320.94
18	July 1, 2038 -- June 30, 2039	\$ 330.57
19	July 1, 2039 -- June 30, 2040	\$ 340.49
20	July 1, 2040 -- June 30, 2041	\$ 350.70

Extension Option #3

21	July 1, 2041 -- June 30, 2042	\$ 361.22
22	July 1, 2042 -- June 30, 2043	\$ 372.06
23	July 1, 2043 -- June 30, 2044	\$ 383.22
24	July 1, 2044 -- June 30, 2045	\$ 394.72
25	July 1, 2045 -- June 30, 2046	\$ 406.56

Payments:

State shall make Monthly Fee payments to payable to **Contra Costa County** and sent to the following address:

Contra Costa County Department of Information Technology
Attn: Accounting
30 Douglas Drive
Martinez, CA 94553

- DELINQUENT FEE** 7. A Monthly Fee shall be deemed delinquent if not received by County within thirty (30) days after the Monthly Fee is due. If the Monthly Fee becomes delinquent, State shall be responsible for paying the Monthly Fee, plus interest of 1.5% per month or portion thereof that the Monthly Fee remains unpaid.
- PRORATIONS** 8. Notwithstanding anything to the contrary herein, the Monthly Fee payable hereunder for any period of time less than one month shall be determined by prorating the monthly rent herein specified based on a 30-day month and on the actual number of days the State occupies the Premises. If State is due any refund of any portion of its Monthly Fee following the termination of this License prior to the expiration of the then current Term, the County will issue such refund within 60 days following the date on which this License terminates.
- NON-EXCLUSIVE USE** 9. State agrees that the License granted hereunder is nonexclusive. County reserves the right to issue licenses and permits to others for the same or other purposes.
- EXISTING FACILITIES** 10. It is understood and agreed that County has leases and/or licenses with others for all or a portion of the Property.
- The holders of the leases and/or licenses in the Property granted by the County have the right to enter on the Property and maintain their facilities. State will not be compensated for damage resulting from such maintenance activities by other licensees or lessees.
- HOLDOVER** 11. In the event the State remains in possession of the Licensed Premises with the permission of County after the expiration of the Term, this License shall be considered in holdover and extended on a month-to-month basis, subject

to thirty (30) days termination by either party, and all terms and conditions of this Agreement will also convert to a month-to-month condition. In addition, the Monthly Fee for each year during the holdover period shall be subject to an annual increase of three percent (3%) above the prior Monthly Fee, calculated and increased in the same manner and at the same time as other Monthly Fees under Section 6, above.

NOTICES

12. All notices and correspondence exchanged between the parties shall reference CHP (Licensee Agency), the Licensed Premises address Nadeen Peak, and the State's File No. 3953-001. Notice of change of address or telephone number shall be given by written notice in the manner described in this paragraph. All notices or other communications required or permitted hereunder shall be in writing, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday. If Saturday or Sunday, then such notice shall be effective on the following business day.

COUNTY: **Contra Costa County Public Works Department**
Attention: Real Estate Division
255 Glacier Drive
Martinez, CA 94533

STATE **Department of General Services**
Real Estate Lease Management A (3953-001)
707 3rd Street, Fifth Floor
West Sacramento, CA 95605
Phone: (916) 375-4172
Email: Leasemanagement@dgs.ca.gov

With Copies to **California Highway Patrol**
Telecommunications Section - Leasing
601 North 7th Street – Building C
Sacramento, CA 95811
Phone: (916) 843-4200
Email: CHPTelecomLeasing@chp.ca.gov

Notice of change of address or telephone number shall be given by written notice. County is obligated to notice all State offices listed above and the failure to provide notice to all State offices will be deemed to constitute a lack of notice.

INTERFERENCE

13. (a) County understands that State's existing Public Safety Network System is used to support all types of radio, digital, microwave, and fiber optic communications of the State of California.

(b) The State agrees to cooperate with County and any of its current and future licensees or lessees to minimize technical interference between the telecommunication activities of the State and the County and any of its current and future licensees.

**UTILITIES &
SERVICES**

14. (a) It is mutually agreed that State shall have the right to run telephone lines and/or other communication facilities to the Premises, provided that the location of the lines and facilities shall be subject to County's advance written approval. The cost of installation shall be the responsibility of State.

(b) County shall provide electrical power to State at County's sole cost and expense, including both commercial and standby power.

**ROAD ACCESS &
SITE ACCESS
PROCEDURES**

15. State, including its authorized agents, employees and contractors, shall have a non-exclusive right of ingress and egress to and from the Property and Licensed Premises, along the Access Road or other course or courses designated by the County. State shall exercise all reasonable care and precaution to prevent livestock pastured on the adjoining lands from escaping or being injured. State may bring automobiles, trucks, and motorized equipment over the Access Road and onto the Property.

ROAD MAINTENANCE

16. County is responsible for regular Access Road maintenance. State agrees to repair, at State's expense, any abnormal or excessive road damage to the Access Road, water drains, berms, and/or culverts where such damage is caused solely by State's use.

FIRE HAZARDS

17. The State shall exercise reasonable care and precaution to prevent fires from starting or occurring on the Property. No smoking is allowed on the Property.

**ALTERATIONS TO
PREMISES**

18. State shall have the right during the Term of this License, with written consent of County, such consent not to be unreasonably withheld, to make alterations to State's equipment. It is mutually understood and agreed that no alterations or variations of the terms of this License shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**EQUIPMENT
CHANGE**

19. Any change in State's approved communication equipment other than like for like replacement requires technical approval from County, consistent with Paragraphs 3 and 13, "Interference". To initiate approval for a change of non like for like equipment, State must first contact County to obtain written approval.

**EQUIPMENT
MAINTENANCE**

- 20.** State shall maintain all radio equipment utilized for State purposes, and may fix and repair said equipment at State's sole cost.

INSURANCE

- 21.** The County understands and agrees to the following:

- (a)** The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program.
- (b)** The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program.

Should any claims arise for general liability exposures; for any tort liability that may develop through the carrying out of official State activities and operations, they should be referred to:

Victim Compensation and Government Claims Board
P.O. Box 3035
Sacramento, CA 95812-3035
Internet link: www.vcgcb.ca.gov

Claims arising from operation of a State-owned vehicle should be forwarded to:

Office of Risk and Insurance Management
Auto Self-Insurance
707 Third Street, MS-403
West Sacramento, California 95605
Phone: (800) 900-3634

- (c)** The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer worker compensation benefits for all State employees, as required by the Labor Code.

SUBROGATION

- 22.** To the extent authorized by any fire and extended coverage insurance policy issued to County on the herein described Property, County hereby waives the subrogation rights of the insured, and releases the State from liability for any loss or damage covered by said insurance.

HOLD HARMLESS

- 23.** To the extent permitted by Government Code section 14662.5, State agrees to indemnify, defend and hold harmless County, its officers, employees, and representatives ("County Indemnitees") from and against any cost, expense, liability, damage, injury, or death, including without limitation attorney's fees and costs, (collectively, "Liabilities") to the extent that the Liabilities are proximately caused by reason of the State's uses authorized in this License.

**HOLD HARMLESS
(CONT'D)**

However, State shall have no obligation to indemnify, defend or hold harmless County Indemnitees from and against any Liabilities that are caused by the sole negligence or willful misconduct of any County Indemnitee, or from any other Liabilities not expressly authorized by Government Code Section 14662.5.

If any party to this License is held liable upon any judgment for damages caused to third parties by a negligent, intentional, or wrongful act or omission occurring in the performance of this License and pays in excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this License. The pro rata share of each party shall be determined according to the comparative fault of the respective parties, as between them. The requirements of this Section 23 shall survive the expiration or termination of this License.

**ASSIGNMENT,
SUBLETTING**

- 24.** State shall not assign or sublicense State's rights under this agreement.

State is authorized to collocate with other State Agencies, with prior written consent of County. A collocation of State Agencies will not be considered an assignment or sublicense pursuant to this clause.

**SURRENDER OF
POSSESSION**

- 25. (a)** Upon termination or expiration of this License, State shall peaceably and quietly leave, surrender, and yield to the County, all and singular, the Licensed Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted. State shall remove all equipment within 90 days after License expiration or termination, except in the case of fire or other natural disaster, in which case removal date to be mutually agreed upon. Upon termination, a qualified representative of the County shall inspect the Licensed Premises to determine that the Licensed Premises were left in accordance to the terms specified.

- (b)** In the event State causes damage to the Licensed Premises, State shall assume responsibility for the cost to restore the Licensed Premises to its prior condition within 90 days after License expiration or termination, or within 90 days after written demand by County. The requirements of this Section 26 shall survive the expiration or termination of this License.

**AMENDMENTS AND
MODIFICATIONS**

- 26.** No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by both parties.

FORCE MAJEURE

- 27.** If either State or County will be delayed or prevented from the performance of any act required hereunder by reason of acts of nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the party obligated (except financial

inability), performance of such act shall be excused for the period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

- ENTIRE AGREEMENT** **28.** This License and its exhibits constitute the entire agreement between State and County. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.
- SUPERSEEDURE** **29.** This License supersedes and voids any prior license, lease or agreement between State and County for the Licensed Premises, whether or not expressly referenced in this License.
- COUNTERPARTS** **30.** This License may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The exchange of copies of this License and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this License. However, this License shall be executed with wet-ink signatures or digital signatures using an approved technology. In the event the License is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any copies exchange via electronic means.
- SEVERABILITY** **31.** If any term, covenant, condition or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.
- ORDINANCES AND STATUTES** **32.** County and State further agree to the comply with the following:

State shall comply with the requirements of all Municipal, County, State, and Federal law now in force, or which may hereafter be in force, pertaining to said Licensed Premises, and shall faithfully use the Licensed Premises consistent with all Municipal and County Ordinances and State and Federal statutes and regulation now in force or which may hereafter be in force.
- BINDING** **33.** The terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assignees and successors in interest of County and State.
- APPLICABLE LAW** **34.** This License shall be governed by the laws of the State of California.
- ESSENCE OF TIME** **35.** Time is of the essence for each and all the provisions, covenants and conditions of this License.

POLLUTION

- 36.** State, at its expense, shall comply with all applicable laws, regulations, rules, and others with respect to the use of the Licensed Premises, regardless of when they become effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request by the County.

State shall, not permit hazardous materials to be handled at any time on the Licensed Premises. Should any discharge, leakage, spillage, emission or pollution of any type occur upon the Premises due to the State's use and occupancy thereof, State, at its sole expense, shall clean all the premises affected thereby, whether owned or controlled by the County or any third party, to the satisfaction of County (insofar as the property owned or controlled by the County is concerned), third party (insofar as the third party's property is concerned), and any governmental body having jurisdiction. The requirements of this Section 36 shall survive the expiration or termination of this License.

DEFAULT

- 37.** If either party is in material breach of any of its obligations under this License, the non-breaching party shall provide written notice of breach to the breaching party, to identify the subject of the breach and the reasonable steps the breaching party must take to cure the breach consistent with the terms of this License. If any material breach continues for a period of thirty (30) days after the breaching party's receipt of written notice from the other party, this License may, at the non-breaching party's sole discretion, be terminated.

However, notwithstanding the foregoing, if a non-monetary material breach cannot be reasonably cured within such thirty (30) day period and the breaching party commences to cure such material breach within the thirty (30) day period, the time to cure shall be extended by a writing signed by both parties, to a reasonable time within which the breach must be cured, as mutually agreed by both parties. Thereafter, so long as the breaching party diligently prosecutes the cure to completion the material breach, then this License may not be terminated under this Section 37; provided, however, that if the breaching party stops or unreasonably delays taking steps to cure the breach, the non-breaching party may terminate this License upon 30 days' advance written notice to the breaching party.

IN WITNESS WHEREOF, this License has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA

Director of Department of
General Services

By: _____
Tony Psihopaidas Assistant Chief
State Owned Leasing & Development

Consent:

CALIFORNIA HIGHWAY PATROL

By: _____
J. D. Saccani, Assistant Chief
Administrative Services Division

Approval Recommended:

Department of General Services
State Owned Leasing and Development

By: _____
Carol Leidy
Associate Real Estate Officer

COUNTY:

CONTRA COSTA COUNTY,
a political subdivision of the State of California

By: _____
Brian M. Balbas
Director of Public Works

Approval Recommended:

By: _____
Marc Shorr
Chief Information Officer
Department of Information Technology

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret Eychner
Senior Real Property Agent

Approved as to Form:

Mary Ann McNett Mason, County Counsel

By: _____
Stephen M. Siptroth
Deputy County Counsel

NADEEN PEAK COMMUNICATIONS LEASE

Effective on AUG 24 1982, ELLEN BECKER, a married woman dealing with her separate property, BERNICE BORADORI, a widow, MAXINE HAGAR, a single woman, JOHN V. HOOK, also know as JOHN HOOK, a widower, JOHN V. HOOK, as Executor U/W of ROBERTA HOOK, deceased, JOHN V. HOOK and STANLEY ROCHE, as Trustees U/W and by Decree of Final Distribution of Estate of MARY WILLIAMS, deceased, STANLEY ROCHE, a married man dealing with his separate property, and WOODROW ROCHE, a single man, hereinafter collectively referred to as "LESSOR", and Contra Costa County, a political subdivision of the State of California, hereinafter called "LESSEE", mutually agree as follows:

1. LEASED PREMISES: LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR that certain parcel of land located in the County of Contra, State of California described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof together, with rights of ingress and egress for personnel, vehicles and/or utilities and utility lines in, on or above the access road described also in Exhibits "A" and "B".

2. TERM: Subject to the provisions of this lease, the term of this lease shall commence on August 1, 1982 and extend for ninety nine (99) years ending July 31, 2081 unless sooner terminated as provided for in this lease. LESSEE may terminate this Lease at anytime after the first ten (10) years by giving LESSOR one (1) year prior written notice.

3. RENTAL:

A. LESSEE shall pay to LESSOR as rent for the use of said premises a base monthly rental as follows, payable in advance on the tenth day of each month during the term of this Lease. Payments shall be payable to JOHN V. HOOK at 3169 Teigland Road, Lafayette, Ca 94549, or to such payee or at such place as LESSOR may from time to time designate by written notice to LESSEE, without LESSOR being required to give notice or demand therefor. Payment of rent to any payee so designated by LESSOR shall acquit LESSEE from all responsibility therefor or for the proper distribution thereof.

<u>Lease Period</u>	<u>Monthly Rental</u>
August 1, 1992 through July 31, 1992	\$ 325.00
August 1, 1992 through July 31, 1997	\$ 405.00
August 1, 1997 through July 31, 2002	455.00
August 1, 2002 through July 31, 2007	515.00
August 1, 2007 through July 31, 2012	580.00 / 30 = 290.00
August 1, 2012 through July 31, 2017	650.00
August 1, 2017 through July 31, 2022	730.00
August 1, 2022 through July 31, 2027	825.00
August 1, 2027 through July 31, 2032	925.00
August 1, 2032 through July 31, 2037	1040.00
August 1, 2037 through July 31, 2042	1175.00
August 1, 2042 through July 31, 2047	1320.00
August 1, 2047 through July 31, 2052	1485.00
August 1, 2052 through July 31, 2057	1670.00
August 1, 2057 through July 31, 2062	1880.00
August 1, 2062 through July 31, 2067	2115.00
August 1, 2067 through July 31, 2072	2375.00
August 1, 2072 through July 31, 2077	2675.00
August 1, 2077 through July 31, 2081	3010.00

B. In addition to the base rental described above, if LESSEE subleases all or any portion of the leased premises to any entity other than an Agency of the County of Contra Costa for a monthly rental in excess of fifteen percent (15%) of the base rental, then LESSEE shall pay to LESSOR as additional rental twenty-five percent (25%) of the rental received by LESSEE under such sublease. Said additional rental shall be payable to LESSOR within 60 days of receipt by LESSEE.

C. If LESSOR should assign this lease or the rents hereunder, the assignor and assignee shall give LESSEE written notice of such assignment. Written instructions for payment of rent thereafter payable hereunder shall also be given by such assignee.

4. USE OF PREMISES:

A. The premises are leased to LESSEE for the express purposes of the construction, erection, use, operation and maintenance of a telecommunications facility consisting of but not limited to, an antenna tower, together with the appropriate supporting base, and equipment buildings not to exceed fourteen feet (14') in height, and parking

area for associated vehicles, together with the installation and maintenance of utility wires, poles, cross-arm, cables, conduits, pipelines and other utilities over, under and along the 25 foot (25') wide right of way leading from Cummings Skyway to the premises, and other facilities related to or necessary for a communication media system. LESSEE covenants and agrees not to use or permit said premises to be used for any other purpose or purposes whatsoever other than a communication media system without first obtaining the written consent of LESSOR.

8. LESSEE'S RIGHT TO TERMINATE LEASE FOR ITS INABILITY TO OBTAIN OR RENEW REQUISITE LICENSES, PERMITS, ETC.:

It is understood and agreed that LESSEE's ability to use the premises is contingent upon its obtaining either before or after the effective date of this Lease, all of the certificates, licenses, permits and other approvals that may be required by any federal, state or local authorities for operation of its contemplated telecommunications system. LESSEE shall make due and timely application for all such necessary certificates, licenses, permits and other approvals, and for all required renewals or extensions thereof. The LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the premises with respect to the proposed use thereof by LESSEE. In the event that any of such applications is finally rejected or any certificate, permit, license or approval issued to LESSEE is thereafter canceled, or if LESSEE is unable to secure the renewal thereof, so that LESSEE is unable to continue to use the premises for the specified purposes, then, notwithstanding any provisions in Section 2 hereof to the contrary, LESSEE shall have the right to terminate this Lease, upon giving prompt written notice thereof to LESSOR. All rentals owing to date of such termination are to be promptly paid by LESSEE to LESSOR; all prepaid rentals in the hands of LESSOR at date of giving notice of termination may be retained by LESSOR. Upon such termination, this Lease shall immediately terminate and the parties shall have no further obligations, one to the other, under said Lease from and after the date of such termination, except as to LESSEE's obligations under the provisions of Section 22 hereof.

C. The leased premises shall be kept free and clear of any and all liens or claims of liens and charges on account of labor and materials used in or contributing to the work performed failing which LESSOR shall have the right, but shall not be obligated, to discharge any or all such liens or claims and LESSEE shall, upon demand therefor, reimburse LESSOR for all costs and expenses so incurred by LESSOR.

LESSEE shall also have the right, from time to time during the term or within a reasonable time after the expiration thereof or of LESSEE's tenancy of the leased premises to remove any and all property of whatsoever kind and nature, expressly including fixtures, placed by it in, upon or under the leased premises.

All property of whatsoever kind and nature placed by LESSEE in, upon, or under the leased premises shall remain the personal property of LESSEE, provided, however, that all such property not removed by LESSEE within a reasonable time after the expiration of LESSEE's tenancy shall become the property of LESSOR.

LESSEE shall not use the leased premises for any unlawful purpose nor maintain a nuisance thereon.

5. SERVICES AND FACILITIES: LESSEE shall furnish and pay for all services and utilities required by it in and upon the leased premises.

6. REPAIRS AND MAINTENANCE: LESSEE shall keep the leased premises in good, safe and sanitary condition and repair, which duty shall include, but not be limited to, the maintenance and repair of any improvements constructed on the leased premises pursuant to paragraph 4 hereof to keep them in reasonably good appearance and condition. LESSEE shall also make or furnish such facilities and alterations as may be necessary to comply with all applicable Federal, State, Administrative and County laws, ordinances, order, rules and regulations and such other properly constituted authority having jurisdiction.

7. DAMAGE OR DESTRUCTION OF PREMISES: Should the leased premises or the improvements thereon be destroyed by any casualty, and if in LESSEE's opinion the leased premises cannot be made suitable for LESSEE's requirements within sixty (60) days following the destruction or casualty, LESSEE may terminate this Lease by written notice to LESSOR within thirty (30) days following such destruction or casualty, whereupon all rent and taxes paid in advance by LESSEE covering periods subsequent to the happening of such destruction or casualty shall be promptly refunded.

8. PEACEABLE AND QUIET POSSESSION: LESSOR hereby covenants and warrants that LESSOR has good right to Lease the premises for the term of this Lease and that LESSEE, upon paying the rent and performing and observing the other covenants to be performed and kept by it as provided in this Lease, shall have the peaceable and quiet possession of the premises during the term.

9. INTERFERENCE: LESSOR shall not suffer to be located or operated on LESSOR's remaining property any radio, television or other facility or equipment that may

interfere with the receiving and transmitting of radio transmission signals from the LESSEE's communication site as described in this Lease. Should any such interference occur, upon notice thereof LESSOR shall immediately cause the operation of the interfering equipment to cease.

10. ACCESS ROAD AND FENCES: LESSOR reserves the right to continue pasturing livestock on the lands traversed by the leased access road from Cummings Skyway to the parcel on which LESSEE's improvements are to be located, without any obligation to fence said right of way or the parcel on which the improvements are to be placed. A gate under lock and key (with keys made available to both LESSOR and LESSEE) shall be maintained at the entrance to said access road off of Cummings Skyway. LESSEE, at its own cost and expense, shall enclose by a good cattle-tight fence the area in which its building improvements are to be located with a gate under lock and key for access by LESSEE thereto. Gates, when in use, are to be promptly closed and locked. There is to be no cutting of boundary or interior fences.

11. COMMENCEMENT OF CONSTRUCTION OF IMPROVEMENTS: Prior to commencement of any building improvements, antenna, or installation of any fixtures at the leased site, the building area is to be enclosed by a cattle-tight fence to insure that livestock pastured on LESSOR's lands are not injured or damaged during construction nor damage LESSEE's improvement work. During the work of the construction or reconstruction of building improvements including fences, LESSEE shall have the right to occupy and use an area of land surrounding said leased premises as is reasonably required for the construction or reconstruction thereof.

12. PROTECTION OF LIVESTOCK: LESSEE is to exercise all reasonable care and precaution to prevent livestock pastured on the LESSOR's adjoining lands from escaping. During the course of constructing the facilities on the leased site and upon the removal thereof on termination of this Lease, the LESSEE is to exercise due care and precaution to prevent livestock pastured on said lands from being disturbed, injured or damaged; all pits, trenches, holes or other borings on said site are to be properly barricaded or covered pending enclosure by the fence surrounding such site.

13. FIRE HAZARDS: LESSEE agrees to exercise reasonable care and precaution to prevent fires from starting or occurring on said lands. During the dry grass season no smoking shall be allowed upon the lands of the LESSOR outside of the enclosed improvement site.

14. USE OF AIRCRAFT: Except during the construction and any reconstruction period and removal of improvements, LESSEE agrees not to use any aircraft on or about the leased premises that will be disturbing to livestock pastured thereon.
15. IMPROVEMENT AND MAINTENANCE OF ACCESS ROAD: LESSEE shall, at its own cost and expense, grade and improve to the extent required by it for access to the leased site, said access road and install therein all reasonably necessary culverts and drainage structures and facilities to prevent undue erosion of the adjoining lands of the LESSOR. LESSEE, at its own cost and expense throughout the term of the Lease, shall keep and maintain the access road from Cummings Skyway, a County road, to the leased site including all culverts and drainage structures and other drainage facilities required, in good condition and repair except as to any damages done thereto by LESSOR, their agents, employees, farm tenants or other parties using said road with the consent and permission of LESSOR. LESSEE shall not suffer or permit any automotive or motorized equipment to travel over the adjoining lands of the LESSOR outside of the selected right of way for access road. In the event any underground pipelines or cables serving the improvement site are installed in said access road by LESSEE, LESSEE during the construction thereof shall enclose, cover or otherwise barricade any such trenches so as to prevent livestock from being injured therein.
16. RIGHT OF LESSOR TO RELOCATE ACCESS ROAD: If at any time during the term, or extended term of this Lease, LESSOR shall have occasion to develop all or any of its lands surrounding or traversed by said access road and if in connection therewith it is reasonably necessary to relocate said access road and utility lines thereon and thereunder, LESSOR shall have the right at its own cost and expense to relocate said road and utility lines to another route providing LESSEE with a direct and reasonably convenient and suitable means of uninterrupted access of comparable or better grade and quality, to the leased premises at LESSOR's cost and expense. LESSOR shall give written notice of its intention to do so, not less than sixty (60) days prior to commencement of the work of relocation. If at any time during the term of this Lease, the access road described in Exhibit "A" and Exhibit "B" is rendered impassable by an earth slide or slides or other causes and said road cannot be restored without undue expenditures of monies as determined by the LESSEE, LESSOR agrees to provide a reasonable substitute access route to the facilities site which access will be developed and maintained by LESSEE under the same terms and conditions provided herein for the original access road.

17. INDEMNIFICATION: The LESSEE is to promptly reimburse the LESSOR for all damages suffered or incurred by LESSOR and/or its farm tenants, or injuries or damages to livestock, for loss of livestock, for damages to LESSOR's adjoining lands, including the improvements thereon consisting of fences, gates, cattle crossing guards, roads, bridges, culverts and drainage facilities, which damages, loss or injuries are proximately caused by LESSEE's activities thereon. LESSEE shall also promptly indemnify, save and hold harmless LESSOR, its officers, agents and employees, and farm tenants, against all loss, damage, expense and liability resulting from injury to or death to persons, including, but not limited to, employees of LESSOR and LESSEE, and damages or injury to property, including, but not limited to property of LESSOR or LESSEE, arising out of or in any way connected with the use and exercise of the rights herein granted excluding, however, any loss, damages, expense, or liability proximately caused or contributed to by the negligence, or willful misconduct of LESSOR, its farm tenants, officers, agents and employees.

18. ASSIGNMENT AND SUBLETTING: The LESSEE shall have the right to sublease space within the demised premises for the uses permitted herein to any other Agency of the County of Contra Costa without additional cost or rent. Any other subleases shall subject to the additional rent as provided in Section 3B above. LESSEE shall not assign this Lease without the prior written consent of LESSOR first hand and obtained as to each such assignment.

19. DEFAULT:

A. LESSEE'S DEFAULT. The occurrence of any of the following shall constitute a default by LESSEE:

(a) Failure to pay rent when due, if the failure continues for 30 days after notice has been given to LESSEE.

(b) Failure to perform any other provision of this Lease if the failure to perform is not cured within 30 days after notice has been given to LESSEE. If the default cannot reasonably be cured within 30 days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the 30 day period and diligently and in good faith continues to cure the default.

(c) Notices given under this paragraph shall specify the alleged default and the applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless LESSOR so elects in the notice.

B. LESSOR'S REMEDIES. Cumulative Nature of Remedies.

LESSOR shall have the following remedies if LESSEE commits a default. The remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

(a) LESSEE'S RIGHT TO POSSESSION NOT TERMINATED: LESSOR can continue this Lease in full force and effect, and the Lease will continue in effect as long as LESSOR does not terminate LESSEE's right to possession, and LESSOR shall have the right to collect rent when due. During the period LESSEE is in default, LESSOR can enter the premises and relet them, or any part of them, to third parties for LESSEE's account, and LESSEE shall have the right and obligation to promptly remove from the premises all towers, footings, concrete pads, anchors, guy wires, fences, fixtures, materials, improvements and personal property made or placed thereon by LESSEE and restore said premises as called for under the provisions of Section 22 hereof. LESSEE shall be liable immediately to LESSOR for all costs LESSOR incurs in reletting the premises, including without limitation, brokers' commissions, expenses of remodeling the premises required by the reletting and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. LESSEE shall pay to LESSOR the rent due under this Lease on the dates the rent is due, less the rent LESSOR receives from any reletting. No act by LESSOR allowed by this paragraph shall terminate this Lease unless LESSOR notifies LESSEE that LESSOR elects to terminate this Lease. After LESSEE's default and for as long as LESSOR does not terminate LESSEE's right to possession of the premises, if LESSEE obtains LESSOR's consent, LESSEE shall have the right to assign or sublet its interest in this Lease, but LESSEE shall not be released from liability. LESSOR's consent to a proposed assignment or subletting shall not be unreasonably withheld.

(b) TERMINATION OF LESSEE'S RIGHT TO POSSESSION: LESSOR can terminate LESSEE's right to possession of the premises at any time. No act by LESSOR other than giving notice of such termination to LESSEE shall terminate this Lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on LESSOR's initiative to protect LESSOR's interest under this Lease shall not constitute a termination of LESSEE's rights to possession. On termination, LESSOR has the right to recover from LESSEE:

- (1) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

(2) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that LESSEE proves could have been reasonably avoided.

(3) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that LESSEE proves could have been reasonably avoided; and

(4) Any other amount, and court costs, necessary to compensate LESSOR for all detriment proximately caused by LESSEE's default.

"The worth, at the time of award," as used in (1) and (2) of this subparagraph, is to be computed by allowing interest at 10%. "The worth, at the time of the award," as referred to in (3) of this subparagraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%. "Term" as used in (3) of this subparagraph is construed to include an early termination as provided in Section 2.

(c) LESSOR'S RIGHT TO CURE LESSEE'S DEFAULT: LESSOR, at any time after LESSEE commits a default, and after the 30 day period described in paragraph 19Aa and b above, can cure the default at LESSEE's cost. If LESSOR at any time, by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by LESSOR shall be due immediately from LESSEE to LESSOR at the time the sum is paid, and if paid at a later date shall bear interest at 10% from the date the sum is paid by LESSOR until LESSOR is reimbursed by LESSEE. The sum, together with interest on it, shall be additional rent.

C. LESSOR'S DEFAULT:

(a) LESSOR shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the failure to perform is not cured within 30 days after notice of the default has been given by LESSEE to LESSOR. If the default cannot reasonably be cured within 30 days, LESSOR shall not be in default of this Lease if LESSOR commences to cure the default within the 30 day period and diligently and in good faith continues to cure the default.

(b) LESSEE, at any time after LESSOR commits a default, can cure the default at LESSOR's cost. If LESSEE at any time, by reason of LESSOR's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the LESSEE shall be due immediately from LESSOR to LESSEE at the time the sum is paid, and if

paid at a later date shall bear interest at 10% from the date the sum is paid by LESSEE until LESSEE is reimbursed by LESSOR. If LESSOR fails to reimburse LESSEE as required by this paragraph, LESSEE shall have the right to withhold from future rent due the sum LESSEE has paid until LESSEE is reimbursed in full for the sum and interest on it.

20. TAXES AND ASSESSMENT:

A. LEASED PREMISES SEPARATELY ASSESSED: In the event the leased premises and all improvements and personal property thereon of LESSEE are separately assessed to LESSEE, LESSEE shall pay without abatement, deduction or offset all real and personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the premises, improvements located on the premises, personal property located on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term, whether belonging to or chargeable against LESSOR or LESSEE. LESSEE shall make all such payments direct to the taxing authority at least ten (10) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. Any such fine, interest or penalty imposed shall be the responsibility of LESSEE. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), LESSEE may, at LESSEE's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency.

B. PRORATIONS FOR FINAL YEAR OF TERM: All property taxes and assessments (including permitted installments) for the fiscal tax year in which this Lease is to end, are to be prorated to date of such termination.

C. LESSEE'S RIGHTS TO CONTEST: LESSEE may contest the legal validity or amount of any taxes, assessments, or charges for which LESSEE is responsible under this lease, and may institute such proceedings as LESSEE considers necessary. If LESSEE contests any such tax, assessment, or charge, LESSEE may withhold or defer payment or pay under protest but upon LESSOR's written demand shall protect LESSOR and the premises from any lien by adequate surety bond or other appropriate security.

LESSOR appoints LESSEE as LESSOR's attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments, or charges, conditioned on LESSEE's preventing any liens from being levied on the premises or on LESSOR (other than the statutory lien of Revenue and Taxation Code Section 2187).

D. EXEMPTIONS: LESSEE's obligation to pay taxes or assessments levied or charged against the premises or improvements or against specified personal property shall not include the following, whatever they may be called: business income, or profits taxes levied or assessed against LESSOR by federal, state or other governmental agency; estate, succession, inheritance, or transfer taxes of LESSOR; or corporation, franchise, or profits taxes imposed on the corporate owner of the fee title of the premises. If, however, during the term, taxes are imposed, assessed, or levied on the rents derived from the premises in lieu of all or any part of real property taxes, personal property taxes, or real and personal property taxes that LESSEE would have been obligated to pay under the foregoing provisions, and the purpose of the new taxes is more closely akin to that of an ad valorem or use tax than to an income or franchise tax on LESSOR's income, LESSEE shall pay the taxes as provided above for property taxes and assessments. LESSEE shall also defend and indemnify LESSOR and the premises against liability for impositions in the nature of a tax on the right to do business when LESSOR's collection of rent under this Lease is defined as doing business.

E. IN EVENT LEASEHOLD LANDS AND IMPROVEMENTS NOT SEPARATELY ASSESSED TO LESSEE - LESSEE'S OBLIGATION TO REIMBURSE LESSOR FOR PROPERTY TAXES: In the event that for any reason the property taxing authority or authorities shall not separately assess to LESSEE the leased lands including the leasehold estate of LESSEE therein, and LESSEE's improvements, facilities and personal property situated therein, and as a result thereof, the whole thereof are assessed to and taxed to LESSOR as a part of LESSOR's lands of which the leased premises are a part, LESSEE shall pay to LESSOR within thirty (30) days after written demand, LESSEE's fair and just proportionate share thereof based upon the increased value thereof attributable to said leased land, the leasehold estate and LESSEE's improvements, facilities and personal property thereon.

21. CONDEMNATION:

A. PRELIMINARY PROVISIONS:

1. DEFINITIONS: The following definitions apply in construing provisions of this Lease relating to a taking of or damage to all or any part of the premises or improvements or any interest in them by eminent domain or inverse condemnation:

(a) Taking means the taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning

agency or entity under the threat of condemnation, in avoidance of an exercise of eminent domain, or if the condemnation proceedings are pending. The taking shall be considered to take place as of the later of (i) the date actual physical possession is taken by the condemnor or (ii) the date on which the right to compensation and damages accrues under the law applicable to the premises.

(b) Total taking means the taking of the fee title to all the premises and the improvements on the premises, which shall be considered to include any off site improvements effected by LESSEE to serve the premises or the improvements on the premises.

(c) Substantial taking means the taking of so much of the premises, or the right of way providing access thereto, or improvements or all or any thereof that the following condition results: A reasonable amount of reconstruction would not make the land and improvements a practical improvement and reasonably suited for LESSEE's continued occupancy for the uses and purposes for which the premises are leased.

(d) Partial taking means any taking of the fee title that is not either a total or a substantial taking.

(e) Improvements means all products of skill, artifice, plan or design for construction on, modification of, or planned use of existing structures, natural or cultivated, or earth contours on the premises, including but not limited to: Buildings, structures, fixtures, fences, utility installations, excavations, surfacing, and grading; ornamental trees, bushes and vines, whether occurring on the premises naturally or emplaced by human design or effort, and whether coming into being on the premises before or after commencement of the term; landscaping, ground cover crops, planting, and earth contours forming part of a landscaping design; and artistic and ornamental components of any of the above.

(f) Notice of intended taking means any notice or notification on which a reasonably prudent man would rely and which he would interpret as expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to the service of a condemnation summons and complaint on a party to this lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of intent to take in writing, containing a description or a map of the taking reasonably defining the extent of the taking.

(g) Award means compensation paid for the taking whether pursuant to judgment or by agreement or otherwise.

2. NOTICE TO OTHER PARTY: The party receiving any notice of the kinds specified below shall promptly give the other party notice of the receipt, contents, and date of the notice received:

- (a) Notice of intended taking;
- (b) Service of any legal process relating to condemnation of the premises or improvements;
- (c) Notice in connection with any proceedings or negotiations with respect to such a condemnation; or
- (d) Notice of intent or willingness to make or negotiate a private purchase, sale, or transfer in lieu of condemnation.

3. REPRESENTATIVE OF EACH PARTY; EFFECTUATION: LESSOR, LESSEE, and all persons and entities holding under LESSEE shall each have the right to represent his or its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of his or its claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of LESSOR and LESSEE. LESSOR and LESSEE each agrees to execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to condemnation.

B. TOTAL OR SUBSTANTIAL TAKING:

1. EFFECT ON RENT AND TERM.

- (a) Total Taking: On a total taking, LESSEE's obligation to pay rent shall terminate on the date of taking, but LESSEE's interest in the leasehold estate shall continue until the taking is completed by deed, contract or order of final condemnation.
- (b) Substantial Taking: If the taking is substantial under the definition appearing in Section 21.A.1.(c) hereof, LESSEE may, by notice to LESSOR given within 30 days after LESSEE receives notice of intended taking, elect to treat the taking as a substantial taking. If LESSEE does not so notify LESSOR, the taking shall be deemed a partial taking. If LESSEE elects to treat the taking as a substantial taking it shall deliver possession to LESSOR within 90 days after its determination that the taking was a substantial taking.

2. EARLY DELIVERY OF POSSESSION: LESSEE may continue to occupy the premises and improvements until the condemnor takes physical possession. However, at any time following notice of intended total taking, or within the time limit specified for delivering possession in the provision on substantial taking, LESSEE may elect to deliver possession of the premises to LESSOR before the actual taking. The election

shall be made by notice declaring the election and covenanting to pay all rents required under this Lease to the date of taking. LESSEE's right to apportionment of or compensation from the award shall then accrue as of the date that LESSEE goes out of possession.

3. APPORTIONMENT, DISTRIBUTION OF AWARD FOR TOTAL TAKING: On a total taking, all sums including damages and interest awarded for the fee, shall be allocated, distributed and disbursed in the following order of priority.

FIRST: To discharge all real and personal property taxes and assessments constituting a lien on the premises and improvements, less such pro rata share thereof allocable by State Law to the condemnor cancellable upon consummation of said taking; all such amounts so paid to be charged against and deducted from LESSEE's share of said award.

SECOND: To LESSOR, a sum equal to the value of the leased lands taken, valued exclusive of improvements as unimproved land and unburdened by all leases and subleases; and, in case of a partial taking, treated as a substantial taking as defined in Section 21.A.1.(c) hereof, plus the resulting or consequential (severance) damages, if any, to the remaining part of the leased lands, considered as vacant, unencumbered and unleased lands.

THIRD: The residue of the total award shall be paid to LESSEE.

C. PARTIAL TAKING:

1. PARTIAL TAKING; EFFECT ON LEASE AND TERM: On a partial taking, this Lease shall remain in full force and effect, covering the remaining property, except that the rent shall be reduced in the same ratio as the value of the portion of the premises taken bears to the value of the entire premises as of the date of taking possession, excluding improvements then in existence.

2. RESTORATION OF IMPROVEMENTS: If LESSEE considers the cost of restoring the remaining portion of the leased premises is not worthwhile, LESSEE may in the manner provided in cases of a substantial taking elect to terminate the Lease.

3. APPORTIONMENT, DISTRIBUTION OF AWARD FOR PARTIAL TAKING: On a partial taking, all sums, including damages and interest, awarded for the fee title or the leasehold or both, shall be allocated, distributed and disbursed in the following order of priority:

FIRST: To LESSEE, the cost of restoring the leasehold improvements, plus any amount assessed, awarded, paid or incurred to remove or relocate subtenants, plus any amount awarded for detriment to business.

SECOND: To Lessor a sum equal to the fair market value of the lands taken, valued as unimproved land exclusive of improvements and unburdened by all leases and subleases plus the resulting or consequential (severance) damages, if any, to the remaining part of the leased lands, considered as vacant, unencumbered and unleased lands.

THIRD: To LESSOR and to LESSEE their respective expenses or disbursements reasonably and necessarily paid or incurred for or in connection with the condemnation proceedings.

FOURTH: To LESSEE the residue thereof.

D. LIMITED TAKINGS:

1. TAKING OF LESS THAN FEE TITLE: On the taking, other than a fee title interest in the premises or improvements or both, the question whether the taking is total, substantial, or partial, and the effects on term, rent, and apportionment of award shall be determined by mutual agreement, arbitration, or by the Court hearing the condemnation if it goes to trial.

2. TAKING FOR TEMPORARY USE: On any taking of the temporary use of all or any part or parts of the premises or improvements or both for a period, or of any estate less than a fee, ending on or before the expiration date of the term, neither the term nor the rent shall be reduced or affected in any way, and LESSEE shall be entitled to any award for the use or estate taken.

If any such taking is for a period extending beyond the expiration date of the term, the taking shall be treated under the foregoing provisions for total, substantial and partial takings.

E. TRADE FIXTURES, EQUIPMENT AND INCIDENTAL RIGHTS: Any award, settlement or compensation made expressly as compensation for any claim (including for purposes of illustration but not limitation, claims for furnishings and trade fixtures and equipment), by LESSEE or any person holding under LESSEE (except a claim for an interest in the fee of the premises or for a leasehold value) and interest paid thereon as damages for delay in making compensation, shall belong to that one of LESSEE or persons holding under it which made such claim and such amount shall, notwithstanding the provisions of Section 21.B.3 and 21.C.3, not be part of the total award referred to in Sections 21.B.3 and 21.C.3, to be distributed in accordance with the provisions thereof.

22. SURRENDER OF POSSESSION UPON TERMINATION: Upon expiration or sooner termination of this Lease, or if LESSEE shall elect to permanently terminate operations of its telecommunications facilities on the premises after construction and installation of its improvements and facilities thereon, prior to the expiration or sooner termina-

tion of this Lease LESSEE shall promptly remove all towers footings, concrete pads, anchors, guy wires, fences, fixtures, materials, improvements and personal property made or placed upon the premises unless otherwise agreed in writing by LESSOR, and cover up all pit holes, trenches or other borings or excavations made thereon; and leave said lands in good, clean condition, reasonable wear and tear excluded.

23. NOTICES: Any notice to be given hereunder or which either party wishes to give to the other shall be in writing and shall be delivered by mailing by depositing the same in the United States mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by certified mail with return receipt requested, addressed as follows:

LESSOR: To them in care of
GORDON B. TURNER
TURNER, HUGUET & BRANS
P.O. Box 110
Martinez, CA 94553

LESSEE: CONTRA COSTA COUNTY
Public Works Department
651 Pine Street, 6th Floor
Martinez, CA 94553

or to such address as either party to be notified shall hereafter specify by written notice to the other, and any notice shall be deemed validly given five (5) days after posting.

24. ATTORNEY'S FEES: In the event of any dispute arising out of or relating to this agreement and resulting in litigation between or affecting the parties hereto, the prevailing party shall be entitled to attorney's fees and costs.

25. WAIVER: The waiver of any covenant, condition or agreement contained herein shall not vitiate this Agreement or any other covenant, condition or agreement herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

26. GENDER: The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

27. SINGULAR AND PLURAL: The singular number includes the plural whenever the context so requires.

28. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations,

and covenants in the Lease itself. The failure or refusal of either party to inspect the premises or improvements, to read the Lease or other document, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

29. SEVERABILITY: The invalidity or illegality of any provision shall not affect the remainder of the Lease.

30. SUCCESSORS: Subject to the provisions of this Lease on assignment, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

31. HOLDING OVER: This Lease shall terminate without further notice at expiration of the term. Any holding over by LESSEE after expiration shall not constitute a renewal or extension or give LESSEE any rights in or to the premises except as otherwise expressly provided in this Lease, but shall be construed as a tenancy from month to month, subject to the terms of this Lease so far as applicable.

32. RECORDATION OF ABSTRACT ONLY: This Lease shall not be recorded; only a memorandum of this Lease shall be recorded. The parties shall execute the memorandum in form and substance as required by a title insurance company insuring LESSEE's leasehold estate or the interest of any leasehold mortgagee or fee mortgagee or as mutually agreed and sufficient to give constructive notice of the Lease to subsequent purchasers and mortgagees.

33. INTERPRETATION: This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of California.

34. NOTICE OF SALE: In the event the LESSOR shall at any time hereafter sell the lands subject to this Lease, LESSOR shall promptly give written notice thereof to LESSEE including the name or names and the addresses of the buyers.

35. FIRST RIGHT OF REFUSAL TO PURCHASE: In the event the LESSOR shall at any time during the term of this Lease receive an offer to purchase the leased premises and appurtenant right of way as described in Exhibits "A" and "B" hereof, exclusive of the remaining lands of LESSOR of which the leased premises and appurtenant right of way are a part, at a price and upon terms and conditions deemed satisfactory to LESSOR, LESSOR shall give prompt written notice thereof containing in full detail the price, terms and conditions of the offer, and the LESSEE shall thereafter have sixty (60) days within which to elect to purchase the leased premises and appurtenant right of way for the same price and upon the same terms and conditions as contained in said offer received by LESSOR. Written notice of such election by LESSEE to so

purchase said leased premises and appurtenant right of way shall be given to LESSOR within said sixty (60) day period and in default thereof, all rights of LESSEE hereunder to a first right of refusal shall automatically cease and terminate. If LESSEE shall within the time limits set forth herein elect to purchase said leased premises and appurtenant right of way, LESSEE shall within thirty (30) days following giving of written notice of election to purchase, deposit into escrow with a responsible title insurance company doing business in the County of Contra Costa, the purchase price and all documents and buyer's escrow instructions called for. LESSOR shall promptly execute and deposit into escrow the deed and all documents and escrow instructions called for upon its part and behalf to consummate the sale thereof.

This first right of refusal shall not apply to a sale of the whole of the lands of LESSOR of which the leased lands are a part; the whole of the lands of the LESSOR is identified as Contra Costa County Assessor's Parcel No. 354-300-005 for fiscal tax year 1981-82, containing in all 461.978 acres.

36. TIME OF ESSENCE: Time is of the essence in this Lease Agreement and of each and all of the terms, conditions, covenants and Agreements hereof.

37. JOHN V. HOOK, executor under will of ROBERTA H. HOOK, DECEASED, has been authorized to execute and deliver this Lease on behalf of the estate of said decedent pursuant to an order of the Superior Court of California for Contra Costa County, under Probate Proceedings No. 56392, made and rendered on October 5, 1982, authorizing the execution and delivery thereof.

LESSEE

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By James Wright McPeak
Chairman, Board of Supervisors

ATTEST: J.R. OLSSON, Clerk

By Theresa Page
Deputy

RECOMMENDED FOR APPROVAL:
By Mark J. Hub
Deputy County Administrator

By Robert H. Haines
Sheriff-Coroner

By R. M. Roper
Deputy Public Works Director
Buildings and Grounds

By Peter Bancroft
Lease Management

APPROVED AS TO FORM:

JOHN B. CLAUSEN, County Counsel

By SILVANO MARCHESI
Deputy

LESSOR

Helen Becker
(Helen Becker)

Bernice Boradori
(Bernice Boradori)

Maxine Hagar
(Maxine Hagar)

John V. Hook
(John V. Hook, also known as John Hook)

John V. Hook
(John V. Hook as Executor U/W of Roberta Hook, deceased)

John V. Hook
(John V. Hook and

Stanley Roche
Stanley Roche as Trustee U/W and by Decree of Final Distribution Estate of Mary Williams, deceased)

Stanley Roche
(Stanley Roche)

Woodrow Roche
(Woodrow Roche)

EXHIBIT "A"

The land referred to herein is situated in the unincorporated area of Contra Costa County, State of California, described as follows:

Parcel One

A portion of Rancho Del Hombre (Northern Part) described as follows:

A 25 foot strip of land the centerline of which is described as follows:

Commencing on the monument line at a standard Contra Costa County street monument No. CS-11 as shown on the County precise traverse form for Cummings Skyway Road No. 1991 on file in the office of the County Surveyor; thence North $58^{\circ} 50' 43''$ West along said monument line (the bearing North $58^{\circ} 50' 43''$ West being taken for the purpose of this description) 740.64 feet to a standard Contra Costa County monument No. CS-12 of said precise traverse form; thence North $31^{\circ} 09' 17''$ East 109.02 feet to the northerly right of way line of Cummings Skyway being also the southerly line of the deed from C.W. McNear Inc. to John A. DeMartini recorded December 23, 1943 in Book 759 of Official Records at page 16, in the Office of the County Recorder, Contra Costa County, California; thence along said right of way North $66^{\circ} 31' 12''$ West 113.85 feet; thence North $69^{\circ} 34' 21''$ West 100.95 feet to the true point of beginning; thence North $33^{\circ} 22' 46''$ East 158.08 feet; thence North $45^{\circ} 01' 05''$ East 102.85 feet; thence Northeasterly along the arc of curve to the right tangent to the last mentioned course through a central angle of $57^{\circ} 35' 01''$ with a radius of 105 feet, an arc distance of 105.53 feet; thence South $77^{\circ} 23' 54''$ East 181.20 feet; thence northeasterly along the arc of a curve to the left, tangent to the last mentioned course through a central angle of $27^{\circ} 34' 12''$ with a radius of 120 feet, an arc distance of 57.74 feet; thence Southeasterly along the arc of a reverse curve to the right through a central angle of $41^{\circ} 18' 09''$ with a radius of 90 feet, an arc distance of 64.88 feet; thence South $63^{\circ} 39' 57''$ East 583.36 feet; thence Southeasterly along the arc of a curve to the right, tangent to the last mentioned course, through a central angle of $19^{\circ} 28' 29''$ with a radius of 125 feet, an arc distance of 42.49 feet; thence Northeasterly along the arc of a reverse curve to the left, through a central angle of $100^{\circ} 45' 52''$ with a radius of 75 feet, an arc distance of 131.90 feet; thence North $35^{\circ} 02' 40''$ East 94.00 feet; thence Northwesterly along the arc of curve to the left tangent to the last mentioned course, through a central angle of $36^{\circ} 40' 00''$ with a radius of 190 feet, an arc distance of 121.59 feet; thence North $1^{\circ} 37' 20''$ West 51.96 feet; thence Northeasterly along the arc of a curve to the right, tangent to the last mentioned course, through a central angle of $28^{\circ} 13' 02''$ with a radius of 300 feet, an arc distance of 147.75 feet; thence North $26^{\circ} 35' 42''$ East 116.57 feet; thence Northeasterly along the arc of a curve to the right, tangent to the last mentioned course, through a central angle of $5^{\circ} 55' 55''$ with a radius of 250 feet, an arc distance of 25.88 feet to the terminus of the herein described easement.

The sidelines of said strip are to be lengthened or shortened as to terminate on Parcel Two.

Parcel Two

A portion of Rancho Del Hombre (Northern Part) described as follows:

Beginning at the terminus of said Parcel One; thence from said point of beginning North $27^{\circ} 23' 50''$ West, 166.28 feet; thence, North $62^{\circ} 36' 10''$ East, 200 feet; thence, South $27^{\circ} 23' 50''$ East, 200 feet; thence, South $62^{\circ} 36' 10''$ West, 200 feet; thence, North $27^{\circ} 23' 50''$ West, 33.72 feet to the point of beginning.

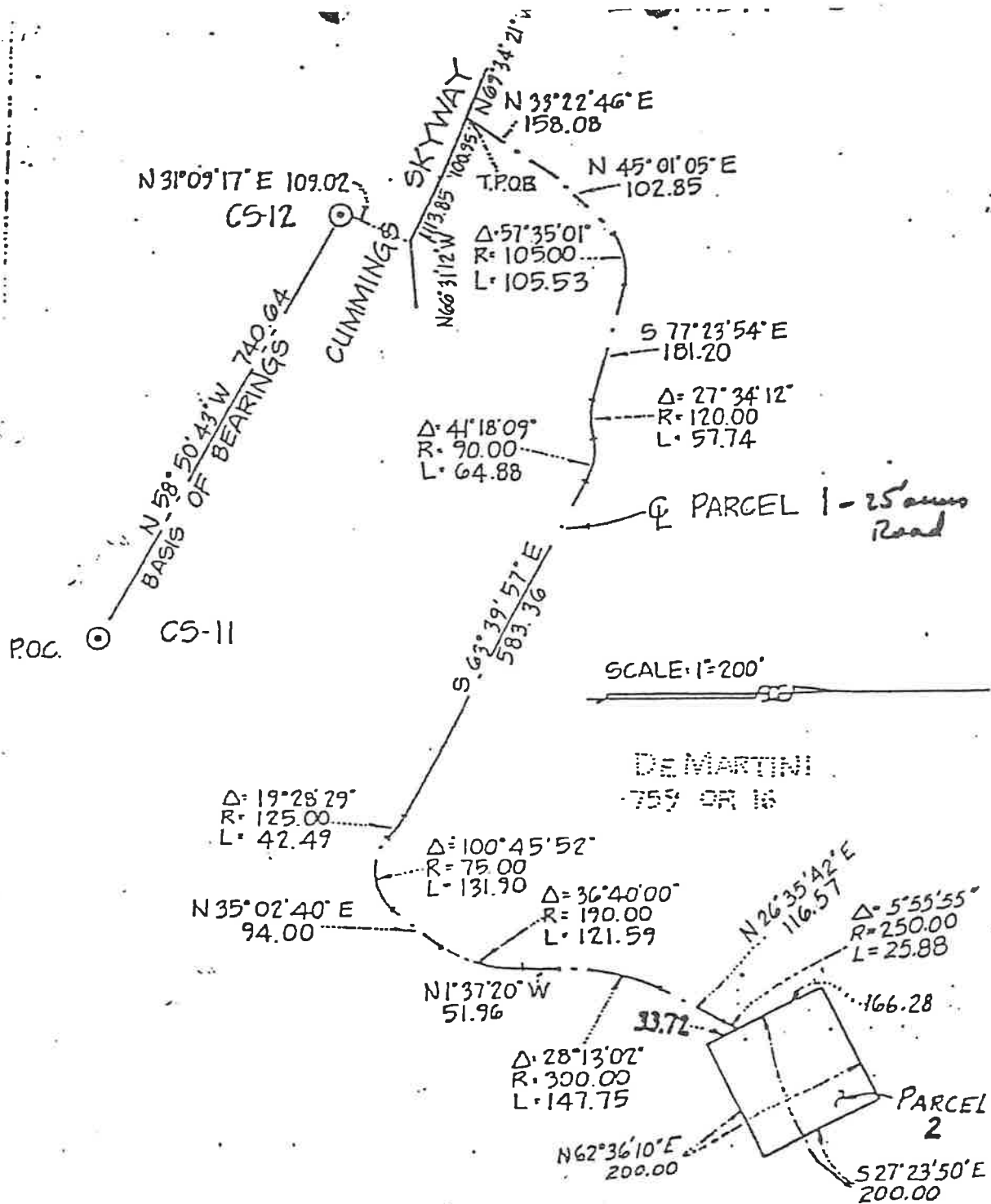


EXHIBIT "2"

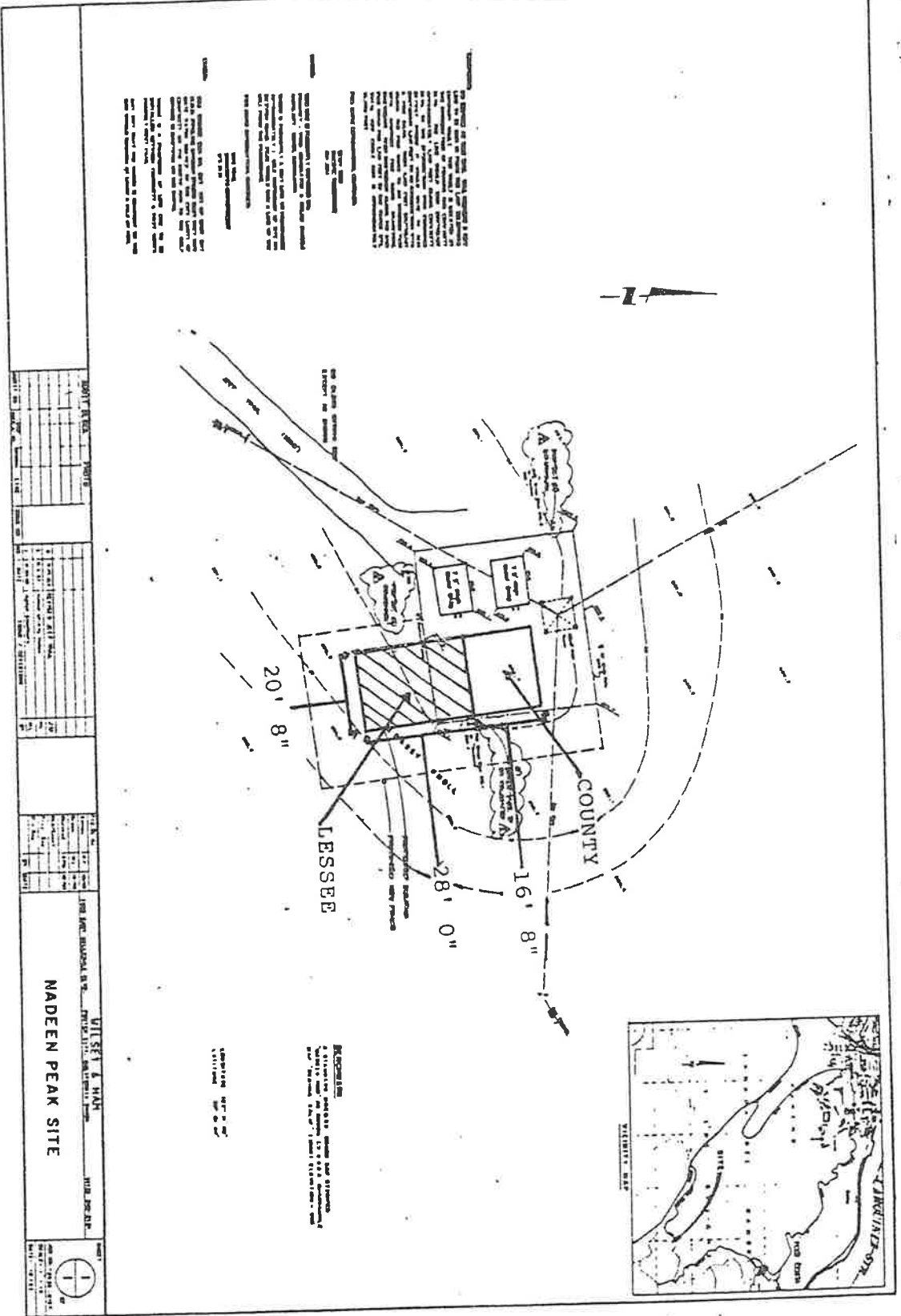


EXHIBIT B

Project Site: Nadeen Peak aka Cummings Peak

Lease Number: 3953-001

County: Contra Costa

CHP Equipment Information **County's Vault and Tower – Lease**

Racks: 1/3 of a Rack **Rack Number:** 2

Storage Space: 2 Telewave low band cavities (TWPC-408) installed on the vault ceiling*

***Storage Space Square Footage:** 2' x 8' ceiling space

Antennas: Type: Exposed Dipole (Kreco CO-41A), mounted @ 80' level

Rx: **Frequency:** 42.74MHz, Maroon

Frequency: 42.64MHz, Violet

Tower Type: 3 Legged Rohn Height: 120'

Tower and Vault CHP owned? (Y/N): No, Contra Costa County's

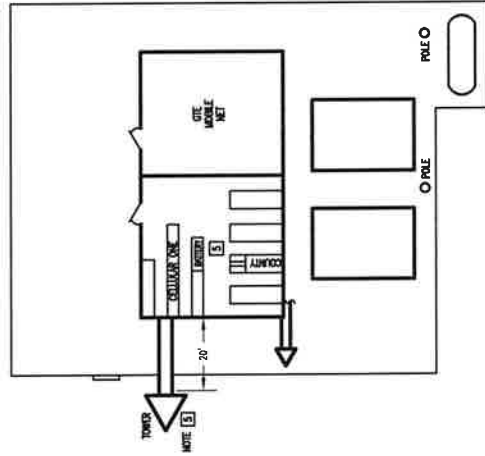
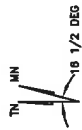
Latitude and Longitude: 38-01-44.7, 122-11-50.9

Comments: Drawings;

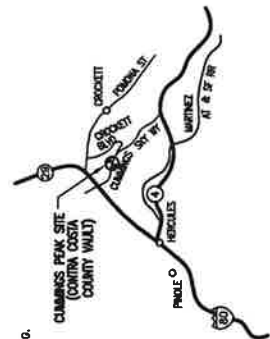
- Tower **407056-001E** (Revised 6/10/2021),
- Site -004B,
- Rack Two -005D

Completed By: Betty Holland, Revised 6/10/2021

EXHIBIT C - 1 Plot Plan and Site Access



NOT TO SCALE
PLOT PLAN



NOT TO SCALE
VICINITY MAP

NOTES:

- * 1. CHANGES IN THIS DRAWING REQUIRES WALT MANAGERS APPROVAL.
- 2. FOR ACCESS TO GATE AND WALT SEE MARKS SHOWN IN THIS DRAWING.
- 3. FOR WALT LAYOUT, FLOOR PLAN SEE DRAWING A/C 407056-001.
- 4. FOR WALT SITE ACCESS, SEE DRAWING A/C 407056-001.
- 5. ONE CHIP LANDING UNIT IS LOCATED ON THE CEILING.

CUMMINGS PEAK (CONTRA COSTA CO.)				CUMMINGS PEAK (CONTRA COSTA CO.)			
REV	DATE	BY	APP'D	REV	DATE	BY	APP'D
A	1-30-97	CH	INT'L RELEASE	1	1-30-97	CH	INT'L RELEASE
B	10-11-97	CH	FOR 2000/2001: UPDATE NOTE 5.	2	10-11-97	CH	FOR 2000/2001: UPDATE NOTE 5.
TABLE OF CHANGES				TABLE OF CHANGES			
DESCRIPTION				DESCRIPTION			
PLOT PLAN & SITE ACCESS				PLOT PLAN & SITE ACCESS			
CONTRA COSTA COUNTY WALT				CONTRA COSTA COUNTY WALT			
CUMMINGS PEAK (CONTRA COSTA CO.)				CUMMINGS PEAK (CONTRA COSTA CO.)			
DRAWN BY: [Signature]				DRAWN BY: [Signature]			
CHECKED BY: [Signature]				CHECKED BY: [Signature]			
DATE: 1-30-97				DATE: 1-30-97			
SCALE: 1" = 100'				SCALE: 1" = 100'			
PROJECT NO: C 407056-004				PROJECT NO: C 407056-004			
SHEET NO: 1 OF 1				SHEET NO: 1 OF 1			

EXHIBIT C-2: Rack Elevation Diagram

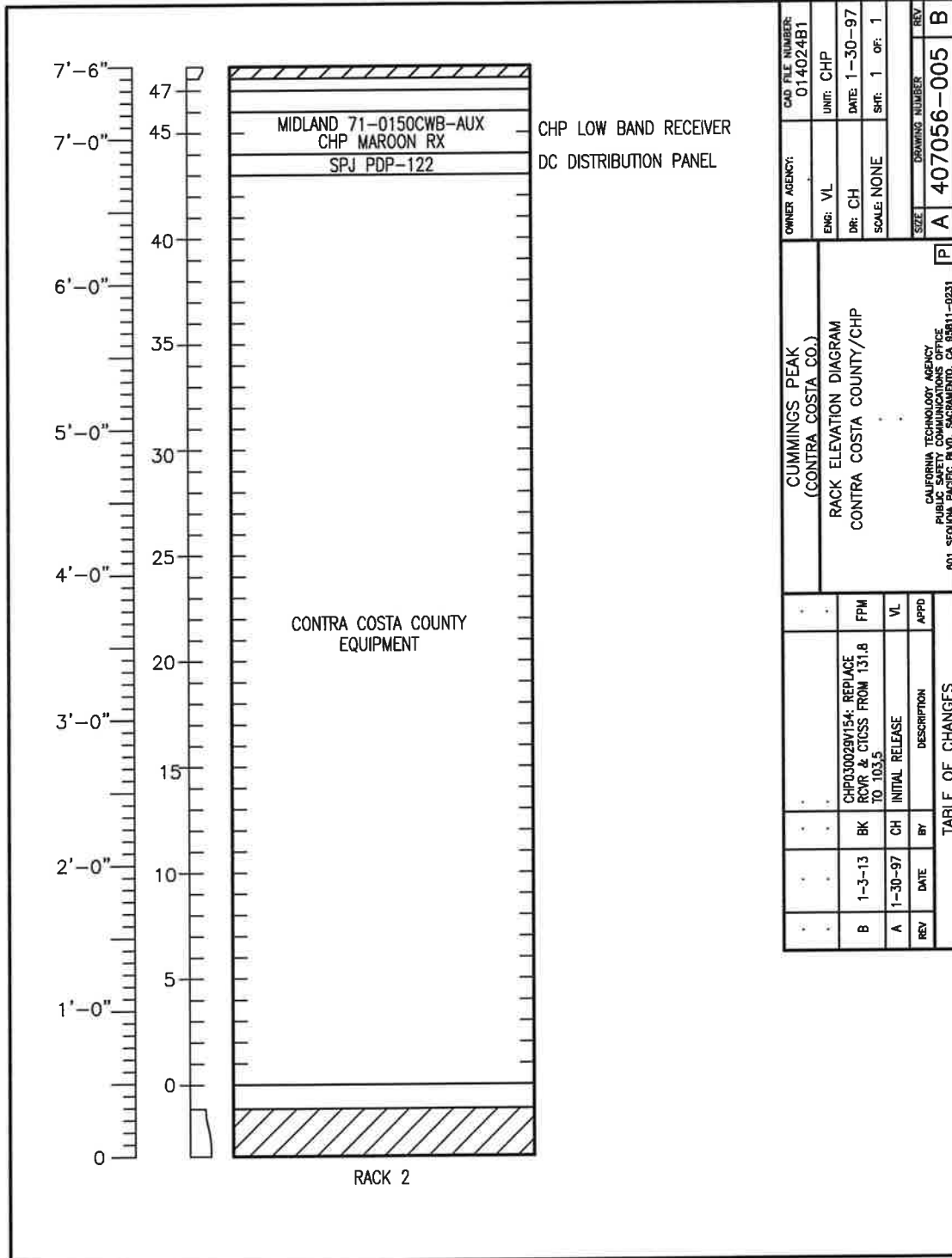


EXHIBIT C-4 Site Antenna Layout

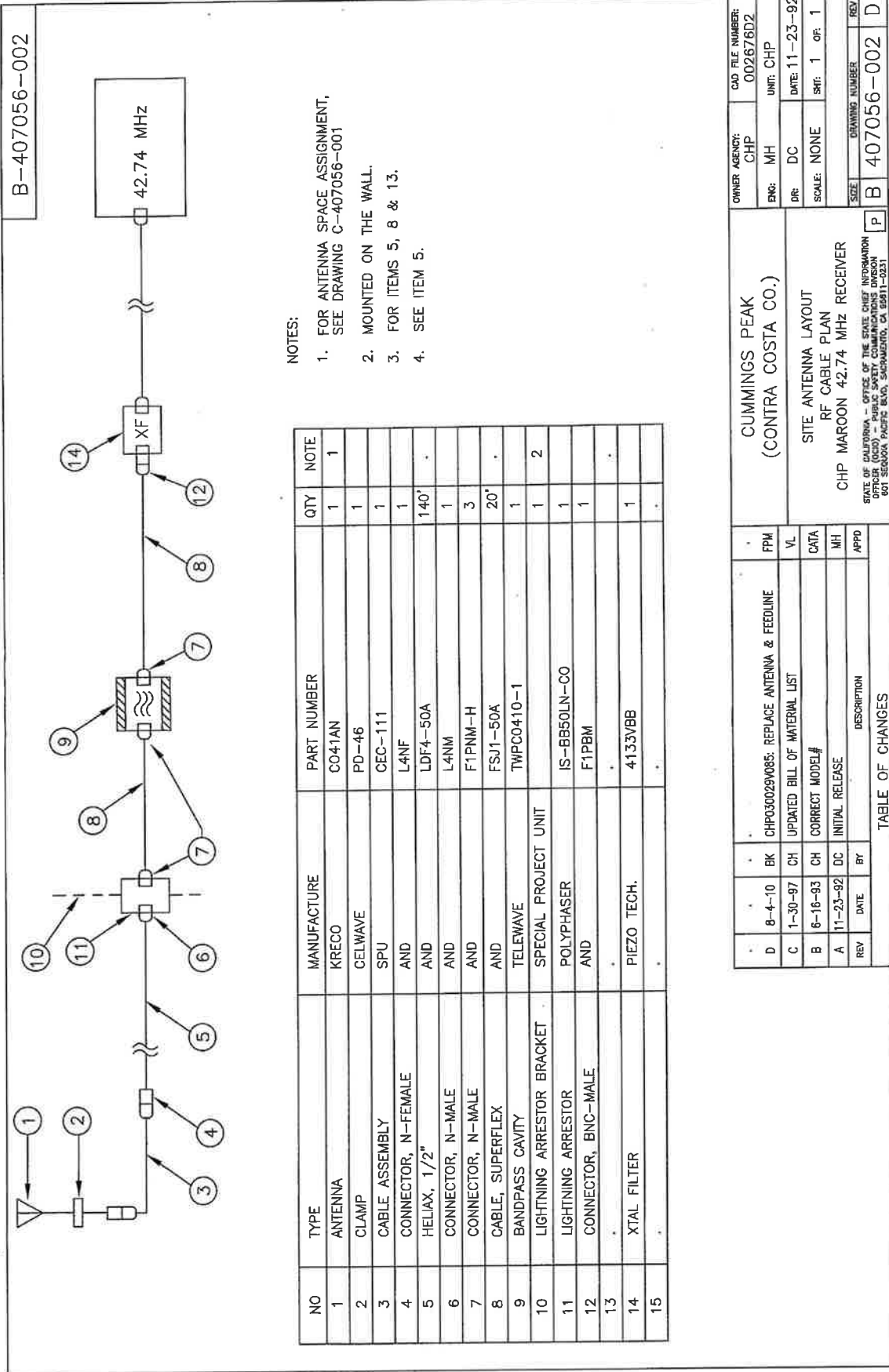


Exhibit D

Site Standards

The following standards are established as minimum site user requirements to allow all systems to operate with a minimum of interference and the maximum attainable reliability. Additional requirements may be imposed depending on the individual case. All site users will be handled on an equitable basis under these standards regardless of the equipment type.

1. Each transmitter must be identified with a County approved designation tag, along with the name and phone number or the person responsible for the operation of the transmitter. Each transmitter shall have its FCC licensed call sign on the cabinet.
2. A certified true copy of the Federal Communications Commission license grant for each transmitter shall be provided to the County prior to any installation commencing.
3. Only FCC type accepted/approved transmitters shall be installed.
4. Each transmitter (microwave excepted) shall have a harmonic filter, protective isolator and band-pass cavity which shall as a minimum meet the requirements in Table 1. The isolator shall proceed the band-pass cavity in the transmit path.
5. Additional filters, band-pass cavities, isolators and other protection may be required to solve site specific interference problems.
6. Double-shielded (MILC17), or solid outer conductor (Helix) shall be used to connect RF equipment to antennas, protective devices and components; preferably using type "N" connectors and a minimum number of adapters. Single-shield cable and unjacketed transmission line are prohibited.
7. Transmission lines shall be grounded at the top, bottom, and building entry point, utilizing the transmission line manufacturer's grounding kit.
8. A lightning arrester shall be provided on each transmission line entering the building. The lightning arrester's ground shall be connected to the ground bar below the cable-entry in the building.
9. Antenna mounting assemblies shall utilize galvanized steel structural members specifically designed to fit the tower structure. All ferrous metals utilized with the mounting hardware shall either be hot-dipped galvanized or stainless steel.
10. Contact surfaces of dissimilar metals shall be treated to prevent galvanic corrosion (rust).
11. Transmission line supports and hangers shall adequately support the transmission lines when subjected to wind and ice, and shall prevent vibration and shaking. The support shall ensure that no weight or stress is placed on adjoining sections. The use of wire-ties, steel bands, wraplock, wire, or any other attachment other than that specified will not be accepted.
12. Site users will submit detailed plans for their installations. Detailed plans should include all equipment, transmission lines, antenna mounts and FCC licenses.

13. All transmission lines will be color coded as specified by County.
14. Site users will pay the County for any Load Calculation studies.

Testing and Inspection:

The County shall have the rights to inspect all phases of work of the transmitter and antenna system to determine that the system meets these specifications. Any discrepancies shall be correct immediately.

Frequency	Isolator	BPC Attenuation ± From Carrier Frequency
30 – 60 MHz	40 dB	15 dB minimum
130 – 180 MHz	50 dB	15 db minimum
400 – 512 MHz	50 dB	20 dB minimum
800 – 960 MHz	50 dB	25 dB minimum