

**COUNTY OF MONTEREY**  
**WIRELESS COMMUNICATION**  
**SITE LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "LESSOR"), c/o Real Property Specialist, 855 East Laurel Drive, Building C, Salinas CA 93905, and **New Cingular Wireless PCS, LLC** (hereinafter "LESSEE"), with its principal office at **6100 Atlantic Boulevard, Norcross, Georgia 30071**.

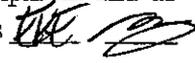
LESSOR and LESSEE hereby agree as follows:

1. **PREMISES:** LESSOR is the owner of that certain real property located at **1410 Natividad Road, Salinas, California**, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSOR hereby leases to LESSEE a portion of said Property consisting of approximately **four hundred and eight (408) square feet** located on the Property for LESSEE's equipment (the "Equipment Space") along with space for LESSEE's antennas (the "Antenna Space"), as shown in Exhibit "B" attached hereto and made a part hereof. Subject to the requirements as set forth in Section 6 below, LESSEE shall have the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the purpose of installation and maintenance of the demised premises, which Equipment Space, Antenna Space, and all connections and access are collectively referred to hereinafter as the "Premises".

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes generally as shown in Exhibit "B" running from the Equipment Space to the Antenna Space and to install, maintain, replace and repair wires, cables, conduits and pipes from the Premises to the nearest appropriate utilities provider if LESSOR is not providing adequate power and telephone access in the Premises.

2. **PERMITTED USE:** Subject to the terms of this Agreement, LESSEE shall be permitted to operate and maintain certain wireless communication base station equipment and antennae and other appurtenant and incidental equipment including but not limited to an emergency generator of the type and kind determined solely by LESSEE (hereinafter "Equipment") in the designated area(s) of the Premises, as depicted on Exhibit "B" attached hereto. Any Equipment which has been installed in violation of the terms of this Agreement, or in violation of any approvals granted hereunder, shall be removed by LESSEE forthwith, at LESSOR's reasonable discretion, and at LESSEE's sole cost and expense. All Equipment to be installed under this Agreement shall be clearly marked by LESSEE with its identifying information which shall include the identity and phone number of LESSEE's emergency contact, FCC registration number, and the transmitting and receiving frequencies of the Equipment.

3. **IMPROVEMENTS ON THE PREMISES:** LESSEE accepts the Premises in an "as is" condition. LESSEE shall have the right to finance and construct approved equipment and related improvements on the Premises at LESSEE's sole cost and expense. LESSOR hereby consents to and approves of LESSEE's initial installation at the Premises, as depicted on Exhibit "B" attached hereto. Following the construction and installation of LESSEE's Equipment, LESSEE may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacement of its Equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate LESSEE's Equipment and as

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required for LESSEE's communications operations at the Premises, including any structural upgrades required to accommodate LESSEE's equipment on the Premises. Notwithstanding the foregoing, once the initial Equipment is installed, LESSEE shall not make any material alterations thereto (or to the Premises structure itself) without obtaining the prior written approval of LESSOR (provided, however, it is understood and agreed that LESSEE shall have the right to make repairs and replacements of "like-kind" equipment without having to obtain LESSOR's consent). LESSEE agrees to submit to the LESSOR, for review and approval, all plans including specifications, working drawings, and other information reasonably required by the LESSOR covering proposed alterations by LESSEE. Said plans shall be submitted to the LESSOR for LESSOR's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the LESSOR does not either (i) object to the plans in writing or (ii) furnish the LESSEE with written approval, within fifteen (15) days of the date of submission of the plans, LESSOR will be deemed to have approved them. All work to be done by LESSEE shall be performed in accordance with the approved plans unless otherwise approved in writing by the LESSOR which approval shall not be unreasonably withheld, conditioned or delayed.

LESSOR retains the right to make any improvements to the Premises and Property as reasonably deemed necessary by the LESSOR. Said improvements shall not be inconsistent with the LESSEE's use of the Premises. Nothing contained in this Agreement shall be deemed or construed in any way to limit the LESSOR's authority to exercise any right or power concerning the utilization of the Premises and Property. LESSEE's use of the Premises shall be subordinate to the LESSOR's use of the Property. LESSOR shall notify LESSEE of any intended use of the Property by the LESSOR which may be reasonably expected to affect LESSEE's use of the Premises and any such use shall not be inconsistent with nor interfere with LESSEE's use of the Premises.

**4. GOVERNMENTAL APPROVALS/TERMINATION:** It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals relating to the presence and operation of the Equipment at the Premises (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, including all applicable Federal Communications Commission (FCC) requirements. This requirement includes any necessary construction, building or use permits and compliance with any progress inspections that may be required by any regulatory body. In lieu of construction permits, LESSOR may charge LESSEE a reasonable fee for the Facilities Impact Review that will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises are no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All Lease Fees paid prior to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, all the parties shall have no further obligations, including the payment of money, to each other.

**5. INTERFERENCE:** LESSEE agrees to have installed radio/wireless equipment of the type and frequency that will not cause interference to LESSOR or to other current lessees of the Property. In the event LESSEE's Equipment causes such interference, and after LESSOR has notified LESSEE of such interference pursuant to this Agreement, LESSEE will take all steps necessary to correct and eliminate the

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interference within thirty (30) days of said notice. LESSOR acknowledges that interference may come from different sources, and LESSEE shall only be responsible to correct interference caused by LESSEE's Equipment. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio/wireless equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE.

6. **ACCESS:** LESSOR shall make all reasonable effort to allow LESSEE (including LESSEE's employees, agents, contractors, and subcontractors) twenty-four (24) hour per day/seven (7) days per week access to the Property under the following conditions:
- a) LESSEE shall adhere to LESSOR's security policies (that may be reasonably changed from time to time) regarding access to and use of the Premises.
  - b) LESSEE shall contact the LESSOR or designated representative indicated in Section 15, at least two (2) business days (48 hours) in advance, for access onto the Premises, except in the case of an emergency. For emergency access, LESSEE shall contact the Monterey County Communications Dispatch at (831) 755-5100 and ask for the General Services' "emergency on call" person for assistance.
  - c) If deemed necessary by LESSOR due to security reasons, LESSEE shall provide identification (business card with driver's license) to the LESSOR or designated representative for each entry onto the Premises.
  - d) LESSEE shall park service vehicles on the Property only in places approved by the LESSOR or designated representative.
  - e) Subject to Section 5 above, LESSEE shall not unreasonably interfere with LESSOR's operations and employees within the Property and shall not go into any offices, rooms, stairwells, or other portions of the Property not required for the purposes of this Agreement.
  - f) LESSEE shall maintain and enforce safety and physical security procedures with respect to its access of LESSOR's facilities: (a) that are at least equivalent to those in effect for LESSOR's employees, officers, contractors, and agents, (b) that are at least equal to industry standards for such types of locations, (c) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or interruption of LESSOR's communications equipment, facilities, systems, and capabilities, and (d) which prevent unauthorized access, use, or disclosure of LESSOR's confidential information stored at, or communicated via, LESSOR's systems, facilities, and equipment.
  - g) LESSEE shall take all reasonable measures to safeguard LESSOR's communications systems, facilities, and equipment from those who may seek to access LESSOR's systems via the facility access granted to LESSEE and periodically test those safeguard measures for potential areas where security could be breached and unauthorized access afforded. LESSEE will provide reports of such security assessments to LESSOR and use diligent efforts to remedy any deficiencies in LESSEE's safety and physical security procedures to avoid a breach of security or unauthorized access to LESSOR's facilities and/or systems.
  - h) LESSEE shall immediately report to LESSOR any breach of security or unauthorized facility access that LESSEE observes, detects, or becomes aware of, conduct a root cause analysis to determine if LESSEE's practices contributed to the breach in a timely manner and report any necessary mitigation efforts necessary to avoid future incidents of security breach or unauthorized access.

7. **UTILITIES:** It is the LESSEE's responsibility to provide any electrical power or any other utilities or services for LESSEE's use or benefit at the Premises, and LESSOR shall not be responsible in any way for any loss of power or other utilities which may occur at the Premises except to the extent caused by LESSOR's negligence or willful misconduct. In the event it is necessary for LESSEE to sub-meter from LESSOR, LESSEE shall reimburse LESSOR for any power it uses no later than thirty (30)

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days from receipt of written notice from LESSOR. LESSOR shall at all times provide electrical service and telephone service access within the Premises. LESSEE, at LESSEE's sole cost and expense, shall be permitted to install, maintain and/or gain access to and use of, as necessary (during any power interruptions at the Premises), a temporary power source with appropriate sound suppression if LESSOR's auxiliary power source is deemed inadequate by a qualified electrical engineer.

## 8. LEASE FEE AND OTHER CHARGES:

- \* *attaches*
- a) For the rights granted under this Agreement, LESSEE shall pay to LESSOR an annual fee (hereinafter "Lease Fee") in the amount of **Eighteen Thousand Dollars and 00/100 (\$18,000.00) per year**. LESSEE shall pay the first yearly Lease Fee on the Commencement Date, as defined in Section 9 below. The Lease Fee shall be made to (need not be sent certified): **County of Monterey**, at the address listed below:

County of Monterey  
C/o General Services Department, Fiscal Division  
855 East Laurel Drive, Building C  
Salinas, California 93905

- b) The Lease Fee for all subsequent years during the stated term of this Agreement shall be paid in full by LESSEE to LESSOR, without demand, in advance, and in accordance with subsection a) of this Section.
- c) Upon submittal of the LESSOR's Wireless Communication Site Application Form and Authorization and Indemnification Agreement, LESSEE shall pay LESSOR the non-refundable sum of One Thousand Five Hundred Dollars and 00/100 (\$1,500.00) for collocation engineering review and facilitation.
- d) Upon full execution of this Agreement, LESSEE shall pay LESSOR the non-refundable sum of One Thousand Five Hundred Dollars and 00/100 (\$1,500.00) for lease review and facilitation.

9. **TERM OF AGREEMENT:** The initial term of this Agreement shall be for five (5) years commencing on the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last (the "Commencement Date").

10. **EXTENSIONS:** This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate not less than six (6) months prior to the end of the then current term.

11. **LEASE FEE INCREASES:** The Lease Fee shall be increased on each annual anniversary of the Commencement Date by an amount equal to **three percent (3%)** of the monthly Lease Fee paid for the previous year.

12. **ADDITIONAL EXTENSIONS:** If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either party by giving to the other written notice of its intention to terminate at least three (3) months prior to the end of such term or until the end of the eighteenth

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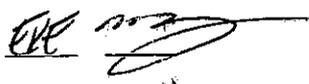
additional five (5) year term, whichever comes first, but in no case exceeding a total of ninety-nine (99) years.

13. **ASSIGNMENT:** Neither this Agreement nor any rights thereunder shall be transferred or assigned by the LESSEE, nor shall the LESSEE lease to any person or corporation or business entity, or permit the use of any portion of the Premises by others without the written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. It is understood and agreed that should LESSOR give consent to a sublease, LESSEE shall pay LESSOR in addition to the Lease Fee fifty percent (50%) of the income actually received from each sublessee. Notwithstanding the above, LESSEE may assign this Agreement, without written consent by LESSOR, to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Notwithstanding anything to the contrary contained in this Agreement, LESSEE may assign, mortgage, pledge, hypothecate or otherwise transfer with the written consent of LESSOR its interest in this Agreement to any financing entity, or agent on behalf of any financing entity, to whom LESSEE (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. It is understood and agreed that the written consent of the LESSOR shall not be granted until LESSOR receives satisfactory documentation evidencing LESSEE's Assignee's assumption of the terms and conditions of this Agreement. LESSEE shall not encumber the Premises or Property in any manner whatsoever.

14. **ANNUAL TERMINATION:** Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all of the rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that six (6) months prior notice is given to the LESSOR.

15. **NOTICES:** Any demand or notice which either party shall be required, or may desire, to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail and shall be effective as of the date sent to the respective parties as follows:

To LESSOR: County of Monterey  
General Services Department  
c/o Real Property Specialist  
855 E. Laurel Drive, Building C  
Salinas, CA 93905  
Tel: (831) 755-4855  
Fax: (831) 755-4688  
Email: [salcidog@co.monterey.ca.us](mailto:salcidog@co.monterey.ca.us)

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To LESSEE: c/o Cingular Wireless LLC  
Attn: Network Real Estate Administration  
Re: Cingular Wireless Cell Site:  
#SNFCCA2003C; Cell Site Name:  
Natividad Medical Center  
6100 Atlantic Boulevard  
Norcross, Georgia 30071

With a copy to: Cingular Wireless LLC  
Attn: Legal Department  
Re: Cingular Wireless Cell Site:  
#SNFCCA2003C; Cell Site Name:  
Natividad Medical Center  
15 E. Midland Ave.  
Paramus, NJ 07652

Either party may, from time to time, designate any other address for this purpose by written notice to the other party. Either party for general communication may use telephone, email or facsimile.

**16. ACKNOWLEDGMENT OF TITLE:** It is understood and agreed that LESSEE, by the acceptance of this Agreement and by the use or occupancy of said Premises, has not acquired and shall not acquire hereafter any property rights or interest in or to said Premises (other than the leasehold interest granted herein), and LESSEE may use the Premises only as herein provided. LESSEE shall not have, nor will it obtain, any right or claim to the continued use of said Premises beyond that specifically given in this Agreement. LESSOR covenants that LESSEE, on paying the Lease Fee and performing the covenants, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

**17. REPAIRS:** LESSEE shall be responsible for all maintenance and repairs of LESSEE's Equipment, and LESSEE shall keep its installation, including but not limited to, fencing and screening, in good, neat and clean condition in conformity with the standards of the local governing body regulations. LESSEE shall be responsible for the timely repair of all damage to Premises and Property caused by the negligence or willful misconduct of LESSEE, its employees, agents or business vendors. LESSEE shall maintain the leased portion of the Property's roofing system, if applicable, in a weather tight condition.

**18. INSPECTION:** The LESSOR shall have the right at all times to enter upon said Premises to inspect the Equipment and determine if said use is to the satisfaction of LESSOR, provided, however, that LESSOR shall not alter, adjust, move, disrupt or otherwise affect the operation of the LESSEE's Equipment. LESSOR shall provide LESSEE at least forty-eight (48) hours notice prior to entry, and LESSEE may have a representative present during the inspection. If LESSOR alters, adjusts, moves, disrupts or otherwise affects the operation of LESSEE's Equipment during the inspection in such a manner to cause damage to LESSEE's Equipment, LESSOR shall be liable for the damage.

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19. **INSURANCE COVERAGE REQUIREMENTS:** Without limiting LESSEE's duty to indemnify, LESSEE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- a) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- b) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used for purposes under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- c) Workers' Compensation Insurance, if LESSEE employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- d) Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the LESSOR and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following termination of this Agreement.

Each liability policy shall provide that the LESSOR shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for LESSEE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the LESSOR and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the LESSEE's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the LESSOR, LESSEE shall file certificates of insurance with LESSOR showing that the LESSEE has in effect the insurance required by this Agreement. The LESSEE shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

LESSEE shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by LESSOR, annual certificates to LESSOR. If the certificate is not received by the expiration date, LESSOR shall notify LESSEE and LESSEE shall have five calendar days to send in the certificate, evidencing no lapse in coverage during

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the interim. Failure by LESSEE to maintain such insurance is a default of this Agreement which entitles LESSOR, at its sole discretion, to terminate this Agreement immediately.

**20. CONDEMNATION:** In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, Equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and LESSOR and LESSEE shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

**21. CASUALTY:**

- a) In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and LESSOR and LESSEE shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the Lease Fee shall abate during the period of repair following such fire or other casualty.
- b) Should any matter or condition beyond the control of LESSOR and LESSEE, such as war, public emergency, calamity, fire, earthquake, flood, or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.
- c) LESSEE shall be solely responsible for any damage or loss to LESSEE's Equipment resulting from theft or vandalism or resulting from any other cause, except as caused by LESSOR's acts or omissions.

**22. INDEMNIFICATION:** LESSEE shall indemnify, defend, and hold harmless LESSOR, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the use of the Premises under this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the LESSOR. LESSEE's "use of the premises" includes LESSEE's action or inaction and the action or inaction of LESSEE's officers, employees, agents and subcontractors. This indemnification shall survive any termination of this Agreement and shall be in addition to any other rights that LESSOR or LESSEE may have under applicable law.

**23. ENVIRONMENTAL:** LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's

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Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, officers, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

**24. CONDITION OF PREMISES UPON TERMINATION:** Within ninety (90) days after termination or expiration of this Agreement, LESSEE at its sole cost and expense shall remove all of LESSEE's Equipment from the Premises and, to the extent reasonably requested by LESSOR, restore the Premises as nearly as possible to the condition in which it existed immediately prior to the Commencement Date, including, but not limited to, removing rooftop mounts and tie downs (if applicable), electrical conduits, cabling and switches, whether underground or above-ground, reasonable wear and tear excepted. LESSEE shall keep on file with LESSOR either (i) a letter of credit, or (ii) a performance bond executed by an admitted surety licensed to do business in California, substantially in the respective forms attached to this Agreement as Exhibit "C," either of which shall be in the amount of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) for the cost of removal of LESSEE's Equipment and restoration of the Premises in the event LESSEE cannot or will not restore the Premises.

**25. REAL ESTATE TAXES:** LESSEE shall pay as additional rent any documented increase in real estate taxes levied against the leased Property which are directly attributable to the improvements constructed by LESSEE. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this Agreement within sixty (60) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate taxes until LESSEE has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any real estate tax notice, assessment or billing within the sixty (60) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by LESSOR to LESSEE.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partly responsible for payment under this Agreement. LESSOR shall reasonably cooperate with LESSEE in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

**26. ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY:** Appointment of a receiver to take possession of LESSEE's assets, LESSEE's general assignment for benefit of creditors, or LESSEE's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this Agreement and this Agreement shall terminate.

**27. DEFAULT:** Notwithstanding any other provision to the contrary contained herein this Agreement, in the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of the Lease Fee, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and

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the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph. The laws of the State of California shall govern this Agreement. The duties and obligations of the parties created hereunder are performable in Monterey County, and such county shall be the venue for any action or proceeding that may be brought or arise by reason or connection with this Agreement.

**28. RECORDING:** LESSOR agrees to execute a Memorandum of this Agreement that LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or Lease Fee payments.

**29. SUBORDINATION AND NON-DISTURBANCE:** At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

**30. DRUG FREE WORKPLACE:** LESSEE and LESSEE's employees shall comply with LESSOR's policy of a drug free workplace. Neither LESSEE nor LESSEE's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, methamphetamine, barbiturates or amphetamines, at any of LESSEE's facilities or LESSOR's facilities or worksites. If any employee of LESSEE is found to be under the influence of or in possession of any illegal substance at or on the Premises or Property, and that employee, during the course of their employ with LESSEE, are convicted or plead nolo contendere to a criminal substance abuse statute, LESSEE shall be responsible for notifying the LESSOR within seventy-two (72) hours of becoming aware of said conviction or plea. Violation of this notification provision shall constitute grounds for termination of this Agreement.

**31. HOLDING OVER:** In the event that LESSEE shall hold over after expiration of the term of this Agreement or any extension or renewal thereof, with the consent, express or implied, of LESSOR, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is terminated in a manner prescribed by law.

**32. CONFIDENTIALITY:** As a result of shared access to some common facilities and communications infrastructure it is paramount that the confidentiality of information being transmitted and the security provisions protecting those communications facilities systems be maintained in the strictest confidence and only be released on a need-to-know basis. Therefore, the parties agree to maintain a mutual Non-Disclosure Agreement throughout the term of this lease agreement and to extend

Initials 

# Attachment "A"— Wireless Communication Site Lease Agreement

beyond any termination of this lease agreement for the period of time established in the mutual Non-Disclosure Agreement (see ATTACHMENT "A" Exhibit D).

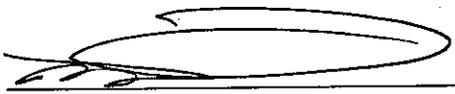
### 33. MISCELLANEOUS:

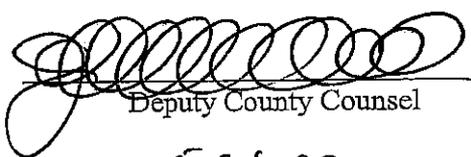
- a) LESSEE agrees to abide by any future rules and regulations which may be adopted by LESSOR as long as they do not cause material interference with LESSEE's operations at the Premises. Such rules and regulations shall be reasonably developed by LESSOR and shall be promptly provided to LESSEE in a written form.
- b) LESSOR shall not provide security, patrolled or otherwise, for LESSEE's Equipment and improvements at the Premises.
- c) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below their respective authorized signatures.

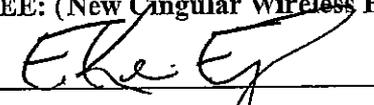
LESSOR: (County of Monterey)

APPROVED AS TO FORM: (County Counsel)

By:   
Title: Purchasing Manager  
Date: 6.7-06

By:   
Title: Deputy County Counsel  
Date: 5-31-06

LESSEE: (New Cingular Wireless PCS, LLC)

By:   
Title: N. CALIF MARKET MGR  
Date: 4/28/06

(Location # \_\_\_\_\_)

Initials 

Attachment "A" — Wireless Communication Site Lease Agreement

Exhibit A

(Legal Description of the Property)

Real Property in the City of Salinas, County of Monterey, State of California,  
described as follows:

Parcel A

BEGINNING at a point on the Easterly boundary of that certain 366.539-acre tract shown in the Map of the above-described County Hospital Annex, said point being the intersection of Courses 15 and 16 as shown and so designated on said map, said POINT OF BEGINNING also being the most Northerly point on the common boundary between Lot 7 and Lot 6 as said lots are shown and so designated on that certain "Map Showing the Partition of Part of Sherwood Estate" recorded December 10, 1920, in Volume 2, Surveys, Page 5, Official Records of Monterey County, California; thence leaving said POINT OF BEGINNING along said common boundary between Lots 7 and 6 South 43 deg. 05 min. 27 sec. East 466.63 feet to the TRUE POINT OF BEGINNING of this description; thence leaving said TRUE POINT OF BEGINNING, and continuing

Initials 

IRB# 9793

1. Along said common boundary South 43 deg. 05 min. 27 sec. East 107.62 to a point; thence leaving said common boundary line
2. Southwesterly along the arc of a non-tangent curve to the left (the center of which bears South 32 deg. 53 min. 06 sec. East at the beginning of the course) with a radius of 2147.00 feet through a central angle of 9 deg. 15 min. 43 sec. for an arc length of 347.21 feet to a point of reverse curvature; thence
3. Along the arc of a tangent curve to the right (the center of which bears North 42 deg. 08 min. 49 sec. West at the beginning of the course) with a radius of 2453.00 feet through a central angle of 19 deg. 03 min. 32 sec. for an arc length of 815.97 feet to a point of reverse curvature; thence
4. Along the arc of a tangent curve to the left (the center of which bears South 23 deg. 05 min. 17 sec. East at the beginning of the course) with a radius of 1747.00 feet through a central angle of 22 deg. 59 min. 43 sec. for an arc length of 701.15 feet to a point; thence
5. South 43 deg. 55 min. 00 sec. West 915.97 feet to a point; thence
6. Along the arc of a tangent curve to the left (the center of which bears South 46 deg. 05 min. 00 sec. East at the beginning of the course) with a radius of 90.00 feet through a central angle of 90 deg. 04 min. 32 sec. for an arc length of 141.49 feet to a point on a curved line which is concentric with and 14.00 feet Northeasterly from the curved Northeasterly line of East Laurel Drive (a city street); thence Southeasterly
7. Along said concentric curve to the right (the center of which bears South 43 deg. 50 min. 28 sec. West at the beginning of the course) with a radius of 2064.00 feet through a central angle of 2 deg. 57 min. 36 sec. for an arc length of 106.63 feet to a point; thence
8. Along a non-tangent line South 43 deg. 56 min. 59 sec. East 84.00 feet; thence
9. South 41 deg. 08 min. 06 sec. East 284.12 feet to a point on the Northeasterly boundary of said East Laurel Drive; thence along said Northeasterly boundary
10. North 43 deg. 58 min. 48 sec. West 358.73 feet to a point; thence

11. Along the arc of a non-tangent curve to the left (the center of which bears South 47 deg. 03 min. 32 sec. West at the beginning of the course) with a radius of 2050.00 feet through a central angle of 24 deg. 08 min. 24 sec. for an arc length of 863.71 feet to a point; thence leaving said Northeasterly boundary of East Laurel Drive
12. South 66 deg. 05 min. 29 sec. East 278.00 feet to a point on a line which is concentric with and 14.00 feet Northeasterly from said curved Northeasterly line of East Laurel Drive; thence
13. Southeasterly along the arc of said concentric curve, to the right (the center of which bears South 30 deg. 39 min. 30 sec. West at the beginning of the course) with a radius of 2064.00 feet through a central angle of 5 deg. 33 min. 07 sec. for an arc length of 200.00 feet to a point of reverse curvature; thence
14. Along the arc of a tangent curve to the left (the center of which bears North 36 deg. 12 min. 37 sec. East at the beginning of the course) with a radius of 90.00 feet through a central angle of 82 deg. 17 min. 37 sec. for an arc length of 129.27 feet to a point on a line which is parallel with and 106.00 feet Northwesterly measured at right angles from the course previously described as course 5 in this description; thence along said parallel line
15. North 43 deg. 55 min. 00 sec. East 935.43 feet to a point; thence
16. Along the arc of a tangent curve to the right (the center of which bears South 46 deg. 05 min. 00 sec. East at the beginning of the course) with a radius of 1853.00 feet through a central angle of 22 deg. 59 min. 43 sec. for an arc length of 743.69 feet to a point of reverse curvature; thence
17. Along the arc of a tangent curve to the left (the center of which bears North 23 deg. 05 min. 17 sec. West at the beginning of the course) with a radius of 2347.00 feet through a central angle of 19 deg. 03 min. 32 sec. for an arc length of 780.71 feet to a point of reverse curvature; thence
18. Along the arc of a curve to the right (the center of which bears South 42 deg. 08 min. 49 sec. East at the beginning of the course) with a radius of 2253.00 feet through a central angle of 8 deg. 46 min. 37 sec. for an arc length of 345.13 feet to the POINT OF BEGINNING.

Containing 7.359 acres of land, more or less (320,545.67) square feet).

Together with the following easements for the purpose of constructing and maintaining roadway slopes:

Parcel B

A continuous strip of land of a uniform width of 20.00 feet lying Southeasterly of and contiguous to the Southeasterly line of Courses 2 through 9 of Parcel A as Parcel A is herein described.

Said easement containing 67,621.01 square feet of land, more or less.

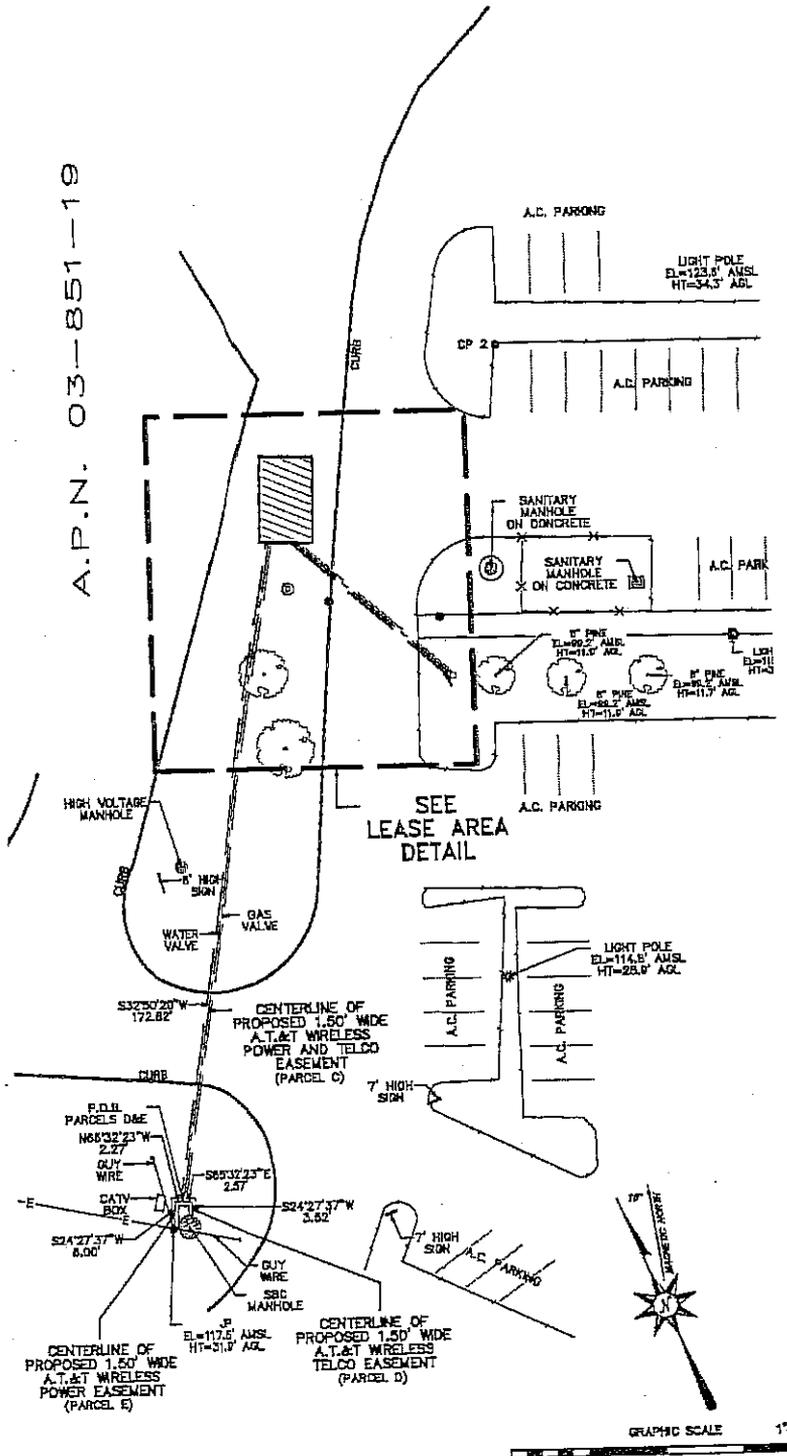
Parcel C

A continuous strip of land of a uniform width of 20.00 feet lying Northwesterly of and contiguous to the Northwesterly line of Courses 12 through 18 of Parcel A as Parcel A is herein described.

Said easement containing 68,010.33 square feet of land, more or less.

# Attachment "A" — Wireless Communication Site Lease Agreement

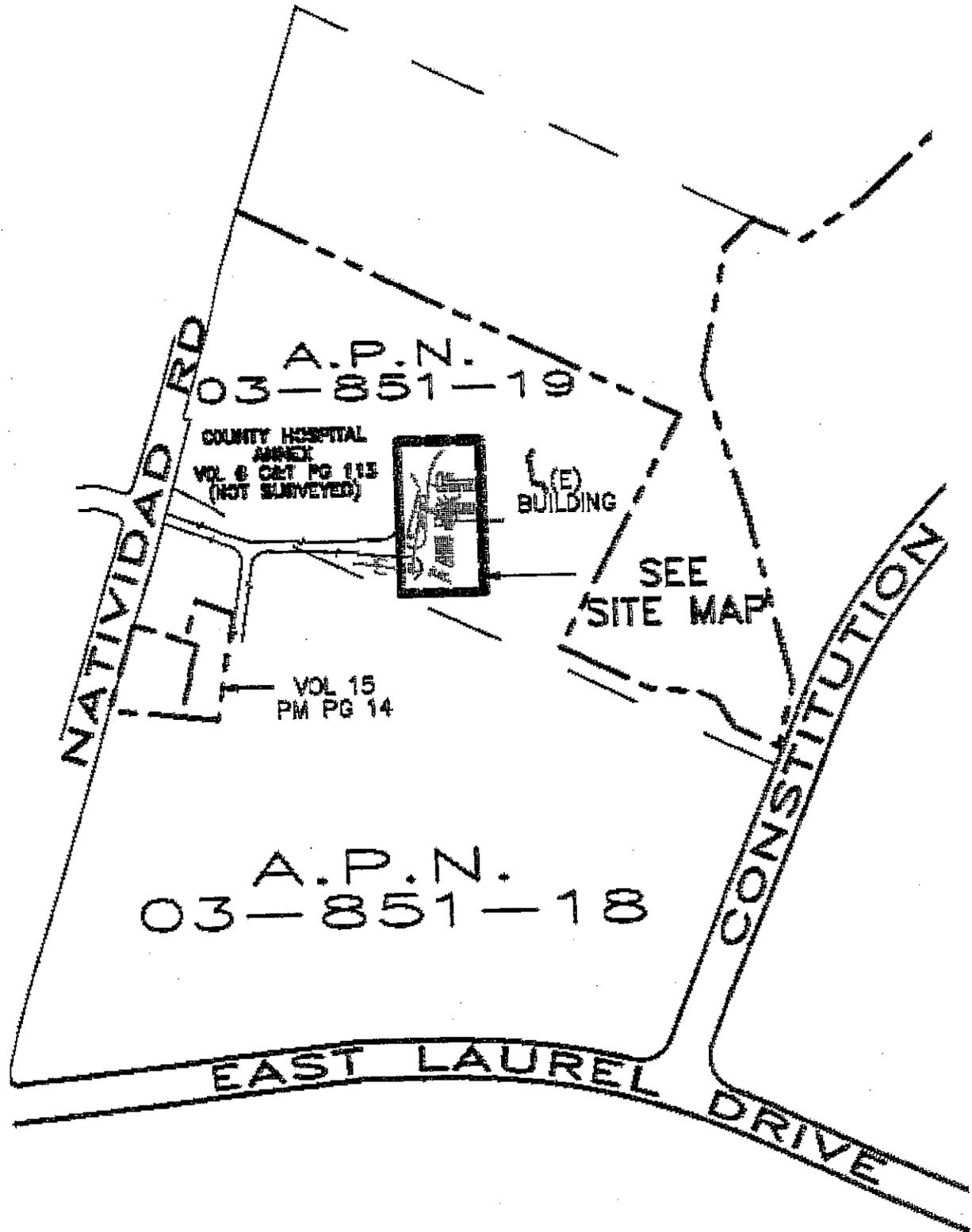
Exhibit B



Initials *ELB*

GRAPHIC SCALE 1" = 10'

INB#-9795



A.P.N.  
03-851-19

COUNTY HOSPITAL  
ANNEX  
VOL 8 C&T PG 113  
(NOT SURVEYED)



(E)  
BUILDING

SEE  
SITE MAP

VOL 15  
PM PG 14

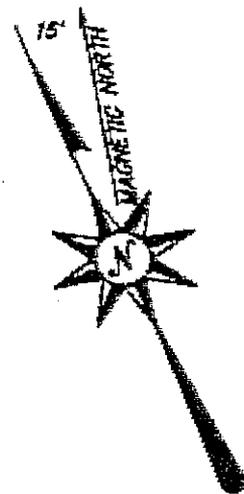
A.P.N.  
03-851-18

NATIVIDAD RD

CONSTITUTION  
DRIVE

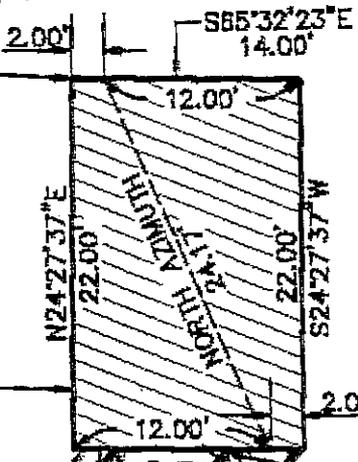
EAST LAUREL

03-A.P.N.-19



P.O.B. PARCEL A  
N. 2148302.3827  
E. 5790159.9740

PROPOSED  
14'X22'  
A.T.&T WIRELESS  
LEASE AREA  
(PARCEL A)



N65°32'23"W  
14.00'  
P.O.B. PARCEL C

P.O.B. PARCEL B

CENTERLINE OF PROPOSED  
1.50' WIDE  
A.T.&T WIRELESS  
COAXIAL EASEMENT  
(PARCEL B)

CP 3  
PROJECT BENCH  
PK NAIL  
EL=86.9' AMSL

WATER PIPE  
VALVE ON  
CONCRETE

S32°50'20"W  
172.82'

S25°52'58"E  
52.99'

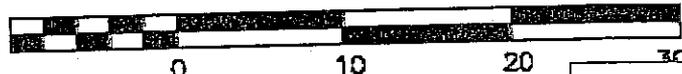
LATITUDE AND  
LONGITUDE  
TAKEN HERE  
GROUND  
EL=87.0' AMSL

6.5' HIGH  
SIGN

10" PINE  
EL=109.6' AMSL  
HT=22.5' AGL

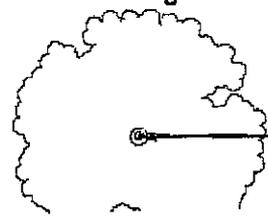
CENTERLINE OF  
PROPOSED 1.50' WIDE  
A.T.&T WIRELESS  
POWER AND TELCO  
EASEMENT  
(PARCEL C)

GRAPHIC SCALE 1" = 10'



10' x 10'  
AT&T/Cingular lease  
area around proposed  
flagpole style monopole

12" PINE  
EL=112.7' AMSL  
HT=25.7' AGL



**Attachment "A"— Wireless Communication Site Lease Agreement**

**Exhibit C**

**(Bond Form)**

**Amount: \$** \_\_\_\_\_

**Bond No.:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_ hereinafter called Principal, and \_\_\_\_\_, an admitted surety insurer in the State of California, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_), as Obligee, hereinafter called the Obligee, in the sum of **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)** for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a written wireless communication site lease agreement with Obligee dated \_\_\_\_\_ related to **1410 Natividad Road, Salinas, California** and as a requirement of such agreement the Principal is obligated to remove the communication equipment from property located at **1410 Natividad Road, Salinas, California** upon discontinuance of service.

**WHEREAS**, the Obligee has agreed to accept this bond as security for performance of Principal's obligations under said agreement.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if the Principal shall perform its obligations under said agreement, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED HOWEVER**, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within thirty (30) days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of the agreement.
3. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Initials 

**Attachment "A"— Wireless Communication Site Lease Agreement**

4. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

If suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Obligee in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

**IN WITNESS WHEREOF**, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
**Principal**

\_\_\_\_\_  
**Insurance Company**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attach a copy of authorization for signatory for Principal and an original or certified copy of unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing person executing bond on behalf of surety to do so.

Initials



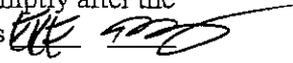
# Attachment "A"— Wireless Communication Site Lease Agreement

## Exhibit D

### NON-DISCLOSURE AGREEMENT

In order to protect certain Confidential Information (as defined below), **New Cingular Wireless PCS, LLC**, for itself and its subsidiaries and affiliates, ("**Cingular**") and County of Monterey, for itself and its subsidiaries and affiliates ("**Participant**"), individually referred to as "**Party**" and collectively referred to as the "**Parties**" agree that:

1. **Effective Date.** The Effective Date of this Non-Disclosure Agreement ("**Agreement**") is on the date this Agreement is fully executed.
2. **Mutual Agreement.** The Agreement shall apply to all Confidential Information disclosed either intentionally, or unintentionally.
3. **Additional Addenda.** In addition to this Agreement, the Parties may agree to additional matters in the form of fully executed Addenda that incorporate the terms of this Agreement.
4. **Confidential Information.** Confidential Information disclosed under this Agreement ("**Confidential Information**") is defined as personally identifiable information of a financial, healthcare, criminal justice, or other form; facility and electronic communications security provisions, tools, techniques, and methods; product and roadmap information; financial/pricing information; customer and vendor related data; services/support and other business information including, but not limited to, software, strategies, plans, techniques, drawings, designs, specifications, technical or know-how data, research and development, ideas, inventions, patent disclosures that may be disclosed between the parties whether in written, oral, electronic, website-based, or other form. This Agreement also includes Confidential Information acquired during any facilities access, tours, or conduct of business between the Parties.
5. **No Use of Name.** Without the prior written consent of the other Party, both Parties agree not to issue or release any articles, advertising, publicity or other matter relating to any Confidential Information (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party, except as may be required by law and then only after providing the other Party with an opportunity to review and comment thereon.
6. **Term and Purpose.** This Agreement shall remain in effect until it is terminated by either Party with thirty (30) days prior written notice. The terms and conditions of this Agreement shall survive any such terminations with respect to Confidential Information that is disclosed prior to the effective date of termination. The Parties receiving Confidential Information (each, a "**Recipient**") from the other Parties disclosing Confidential Information (each, a "**Discloser**") will use the Confidential Information only for the purpose of and in connection with the Parties' business relationship.
7. **Protection Period and Return of Information.** Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires as defined by law or regulation but in no case sooner than three (3) years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
8. **Permitted Use.** A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement, (b) dissemination of Confidential Information to any employee of Recipient without a need to know, (c) communication of Confidential Information to any third party or (d) publication of Confidential Information.
9. **Markings.** A Recipient will have a duty to protect Confidential Information (a) if it is marked or accompanied by documents clearly and conspicuously designating them as "confidential" or the equivalent, or (b) if it is identified by the Discloser as confidential before, during or promptly after the

Initials 

IFB# 9795

# Attachment "A"— Wireless Communication Site Lease Agreement

presentation or communication, or (c) if unmarked and unintentionally intercepted or received as a part of the parties business relationship.

10. **Exclusions.** This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) the Recipient can demonstrate was already in its possession before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.
11. **Disclaimers.** Each Discloser warrants that it has the right to disclose its Confidential Information when done so intentionally. No other warranties are made and no responsibility or liability is or will be accepted by either Party or as to the accuracy or completeness of the Confidential Information.
12. **No Obligation.** This Agreement imposes no obligation on a Party to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology services or products.
13. **Export Compliance.** A Recipient will adhere to all applicable laws and regulations of the U.S. Export Administration and will not export or re-export any technical data or products received from a Discloser, or the direct product of such technical data, to any proscribed country listed in the U.S. Export Administration regulations, or foreign national thereof, unless properly authorized by the U.S. Government.
14. **Ownership.** No Party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes as set forth in this Agreement.
15. **Remedies.** Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party may be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.
16. **Governing Law.** This Agreement is made under, and will be construed according to, the laws of the State of California.
17. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the Parties agree the remaining provisions of this Agreement shall remain valid and enforceable to the maximum extent compatible with existing law.
18. **Miscellaneous.** The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by the Discloser of such Confidential Information against any and all Recipients of such Confidential Information. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other Party. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. Each Party agrees that facsimile signatures will have the same legal effect as originals signatures and may be used as evidence of execution.

New Cingular Wireless PCS, LLC

By: [Signature]

Name: F. Kevin Flaherty

Title: N. Calif Mkt. Mgr.

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date: 4 / 28 / 06

County of Monterey

By: [Signature]

Name: [Signature]

Title: PURCHASING MANAGER

Address: COUNTY OF MONTEREY

City, State, Zip: \_\_\_\_\_

Date: 6 / 7 / 06

Initials [Signature]

CERTIFIED MAIL, Return Receipt Requested  
Tracking Number: 7005 1820 0006 0164 9988

August 23, 2006

County of Monterey  
General Services Department  
C/o Real Property Specialist  
855 E. Laurel Drive, Building C  
Salinas, CA 93905

Subject: Fully Executed Lease  
Site: CN3531

Dear Lessor:

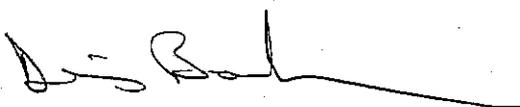
The Lease Agreement between you and New Cingular Wireless PCS, LLC d/b/a Cingular Wireless has been fully executed. One fully executed copy is attached for your files. Future correspondence will be sent to the above address unless you notify me otherwise.

Your lease term and rent have not yet commenced. When it is commenced you will receive a letter notifying you of the official rent commencement date and providing you with the information about any rent payments you should receive.

In addition, I have requested a one-time payment in the total amount of \$1,500.00 for the Collocation Engineering Review and Facilitation.

If you have any questions or concerns, please contact this department on our toll free number, 1 (877) 231-5447. You will need to select option 1 to proceed in English. Please reference on all communications the site name as found on the subject line of this letter to expedite processing of your request.

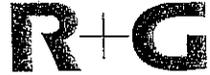
Sincerely,



Dennis Bockmann  
Team Lead  
Network Real Estate

Enclosures (1)

Cc: Cingular Wireless Project Manager  
File-San Francisco



Ruth and Going, Inc.

# TRANSMITTAL

~~To:~~ George Salcido 11/13/06  
~~From:~~ General Services Department  
County of Monterey  
855 E. Laurel Drive, Building C  
Salinas, CA 93905

~~TO:~~  
~~From:~~ Leah Hernikl  
Cell: (408) 799-1182

Date: September 11, 2006

Via: Hand Delivery

Re: **Natividad Medical Center/AT&T-Cingular Site SNFCCA2003**  
**City of Salinas Use Permit 06-16**

Engineering  
Planning

Mailing Address:  
P.O. Box 26460  
San Jose  
CA 95159-6460

2216 The Alameda  
Santa Clara  
CA 95050  
Ph: (408) 236-2400  
Fax: (408) 236-2410

George--Please sign and notarize on page 7 as the property owner. I can pick up Wednesday (9/13/06) afternoon. This document needs to be back to the City of Salinas for recording by Friday.

Thanks~

When recorded, return to:

CITY OF SALINAS  
Community Planning and Development  
65 West Alisal Street, Salinas, CA 93901  
Attn: Andrew Myrick

SPACE ABOVE FOR RECORDER'S USE ONLY

Title of Document

## **CONDITIONAL USE PERMIT NO. 06-16**

(Supercedes Conditional Use Permit 04-25)

### **City of Salinas Community Planning and Development**

**WHEREAS**, the Salinas Planning Commission, at a public hearing duly noticed and held on August 16, 2006, found that the proposed location of the use and structure is in accord with the objectives of the Salinas Zoning Code and the purposes of the zoning district in which the site is located; that the location of the use and structure and the proposed conditions under which it would be operated and maintained will be consistent with the Salinas General Plan and will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such use, nor detrimental to properties or improvements in the vicinity or the general welfare of the City of Salinas; that the use and structure will comply with the provisions of the Salinas Zoning Code, including the specific conditions required for the proposed use and structure; and that this conditional use has been evaluated in accordance with the California Environmental Quality Act, as amended; and that the Salinas Planning Commission has reviewed and considered an exemption to CEQA.

**NOW, THEREFORE**, the Salinas Planning Commission hereby grants and issues Conditional Use Permit No. 06-16 pursuant to *Division 22: Variances and Conditional Use Permits*, of Chapter 37 of the Salinas City Code and upon the following terms and conditions and not otherwise, to wit:

**ISSUED TO:** New Cingular Wireless PCS, LLC

**FOR USE:** Major Telecommunications Facility designed as a "stealth" flagpole.

**ON PROPERTY LOCATED AT:** 1410 Natividad Road

**ASSESSOR'S PARCEL NO.:** 003-851-019

**ZONING DISTRICT:** Public and Semipublic (PS)

**ENVIRONMENTAL REVIEW ACTION & DATE:** Exempt per Section 15303

~~(New Construction or Conversion of Small Structures)~~ of the California Environmental Quality Act, August 16, 2006

**EXPIRATION DATE:** None, once properly established.

**RIGHT TO OPERATE/DEVELOP**

1. The Permittee shall have the right to construct and operate a Major Telecommunications Facility designed as a "stealth" flagpole including a 308 square foot equipment area on the above-described property in accordance with the following exhibits incorporated herein by reference and made a part of this Permit:

**Exhibit "A" Vicinity Map**  
**Exhibit "B" Title Sheet (Z01)**  
**Exhibit "C" Site Topography Survey Sheet (Sheet Z02)**  
**Exhibit "D" Site Plan (Sheet Z03)**  
**Exhibit "E" Enlarged Site Plan (Sheet Z04)**  
**Exhibit "F" Antenna Plan & Equipment Plan (Sheet Z05)**  
**Exhibit "G" East & South Elevations (Sheet Z06)**  
**Exhibit "H" Equipment Specifications (Sheet Z07)**

**LIMITATIONS ON USE**

2. The applicant or successor in interest shall comply with all applicable Federal Radiofrequency Emissions Standards.
3. The Planning Manager may conduct a review of this Permit after inauguration, and may require modifications, if appropriate. The Planning Manager may also schedule a review by the Salinas Planning Commission, at a public hearing, if considered necessary. In the event that a public hearing is necessary, the Permittee shall reimburse the City of Salinas for all costs and expenses required to prepare for and conduct said hearing.
4. The Telecommunications Facility shall be removed at the sole expense of the applicant or successor in interest within 60 days of abandonment of the facility. Abandonment is defined as no use by the applicant for a six-month period for the purpose intended.

## SIGNING

5. No signs other than governmental flags of governmental agencies shall be posted or affixed to the Major Telecommunications Facility. A minimum of one flag and a maximum of two flags shall be flown on the facility. All flags shall be proportional in size to the flagpole and shall be maintained in good condition by the applicant or its successors. No flag shall appear torn or faded. If the National Flag of the United States of America is flown, all treatments described in the Federal Flag Code shall be followed.

## OUTDOOR LIGHTING

6. All outdoor lighting shall be shielded to confine light spread to within the site boundaries. Prior to the issuance of a Building Permit, the applicant shall submit a detailed lighting plan for review and approval by Community Planning and Development.

## BUILDING MATERIALS AND COLORS

7. Prior to issuance of a building permit, all exterior building materials and colors shall be identified on the building plans, and a colors and materials board (8 ½" X 11" maximum size and no greater than ½" in thickness) and brush out boards for each paint color (8 ½" X 11" maximum size and no greater than 1/16" in thickness) shall be submitted by the Applicant for review and shall be approved by Community Planning and Development.

## LANDSCAPING

8. The equipment area shall be screened from public view by minimum 5-gallon shrubs and a black vinyl-coated chain link fence with black slats.
9. Prior to the issuance of a Building Permit, the applicant shall submit detailed landscape and irrigation plans for review and approval by Community Planning and Development. Landscaping shall be installed prior to final inspection.
10. All landscaping shall comply with *Section 37-148: Landscaping and irrigation* and *Section 37-149: Landscaping design guidelines*, of the Salinas Zoning Code, including, but not limited to, standards, drought resistant plants and turf, irrigation, parking lot landscaping and installation and maintenance.

## MAINTENANCE

11. All parking areas, driveways, other paved surfaces, accessways and grounds shall be regularly maintained and kept free of weeds, litter, and debris. All traffic signs and

pavement markings shall be clear and legible at all times. All landscaped areas shall be maintained free of weeds, trash, and debris, and all plant material shall be continuously maintained in a healthy, growing condition. All exterior building and wall surfaces shall be regularly maintained, and any damage caused by weathering, vandalism, or other factors shall be repaired in conformance with the terms and conditions of this Permit.

### **PUBLIC IMPROVEMENTS**

12. Public improvements to serve the development shall be reviewed and approved by the City Engineer and shall be installed in accordance with City standards. All utilities shall be installed underground with details to be included on the final improvement plans.

### **UTILITIES/EQUIPMENT SCREENING**

13. All utility lines shall be placed underground and all power transformers shall be placed underground where permitted by the utility company. Where transformers must be pad-mounted above ground, they shall be located away from the general public view or shall be effectively concealed by landscaping or a screen fence of a design approved by the utility company and the Planning manager.
14. All mechanical equipment and appurtenances (i.e. gas, water meters, electrical boxes, HVAC systems, refrigeration equipment, etc.), building or ground mounted, shall be screened from public view and adjacent properties. Details shall be shown on the final construction and/or land plans and are subject to the approval of the Planning Manager.

### **PERMIT NOT TO SUPERSEDE OTHER REQUIRED LICENSING OR PERMITS**

15. The issuance of this Permit shall not relieve the Permittee of any requirement to obtain permits or licensing from any county, regional, state or federal agencies.

### **CANCELLATION OF PREVIOUS PERMIT**

16. Upon execution of this Permit, Conditional Use Permit No. 04-25 shall become null and void.

### **MODIFICATION OF APPROVED USE AND PLANS**

17. Any modification to the terms and conditions of this Permit are subject to the issuance of a new Permit. The Planning Manager may approve minor modifications to this Permit if he/she finds the modification to be in substantial compliance with the original approval.

## VIOLATION; REVOCATION

18. Use of the property shall be conducted in such a way that it does not constitute a nuisance to the use and enjoyment of surrounding properties or the City. Any permittee, person, firm, corporation, whether as principal, agent, employee or otherwise, violating, causing or maintaining the violation of any of the provision of this Permit shall be guilty of a misdemeanor or an infraction, as charged. Upon determination by the Planning Manager that there are reasonable grounds for revocation of this Permit, a revocation hearing shall be set to be heard before the Salinas Planning Commission in accordance with *Division 32: Enforcement and Penalties*, of the Salinas Zoning Code.

## SUBSTANTIAL ACTION TIME LIMIT

19. This Permit shall expire one year after its approval date unless:
  - a. A Building Permit has been issued and construction diligently pursued; or
  - b. A certificate of occupancy has been issued; or
  - c. The use is established; or
  - d. The Planning Manager determines that other substantial action has been commenced to carry out the terms and intent of this Permit.

## PERMIT VALIDATION

20. This Permit shall be null and void and all terms and conditions shall have no force or effect unless this Permit is signed by the Permittee(s) and returned to City of Salinas Community Planning and Development within 30 days of issuance. *It is the applicant's responsibility to track the 30-day expiration date. No notice will be sent.*

## STANDARD CONDITIONS

21. Pursuant to **Salinas City Code Section 1-8.1: Civil action enforcement**, and **Section 1-8.2: Liability for costs**, permittee shall reimburse the City of Salinas for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by the City in enforcing the provisions of this Permit.
22. The applicant(s) shall defend, indemnify, and hold harmless the City of Salinas or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the City, its boards, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of this project/use. For Tentative Maps, this shall also apply when such claim or action is brought within the time period provided for in applicable state and/or local statutes. The City shall

promptly notify the applicant(s) of any such claim, action, or proceeding. The City shall cooperate in the defense. Nothing contained in this condition shall prohibit the City from participation in a defense of any claim, action, or proceeding if the City bears its own attorney's fees and costs, and the City defends the action in good faith.

23. Notwithstanding any of the provisions in this permit, all improvements and uses shall comply with all other ordinances and regulations of the City of Salinas and all local, state and federal laws and regulations.
24. No further development other than that shown on this permit or attached exhibits shall be allowed unless or until an amendment to this permit has been approved.

#### NOTICE OF CHALLENGE LIMITATIONS

25. Code of Civil Procedure Section 1094.6 requires all Court challenges to the decision to grant this Permit be initiated within 90 days of the final decision of the City in this matter.

### EXECUTIONS

**THIS CONDITIONAL USE PERMIT** was approved by action of the Salinas Planning Commission on August 16, 2006, and shall become effective on the following date unless appealed to the City Council in accordance with Division 31: Appeals:

Effective Date: August 29, 2006



Courtney Grossman  
Planning Manager

(Signatures Listed Below on Page 7 Must Be Notarized)

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

THIS CONDITIONAL USE PERMIT is hereby accepted upon the express terms and conditions hereof, and the undersigned Permittee agrees to strictly conform to and comply with each and all of this Permit's terms and conditions.

Dated: 9/6/06

[Signature]  
Kevin Flaherty, Network Deployment Manager  
New Cingular Wireless PCS, LLC  
Permittee

STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On \_\_\_\_\_ 200\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CONSENT is hereby granted to the Permittee to carry out the terms and conditions of this Conditional Use Permit.

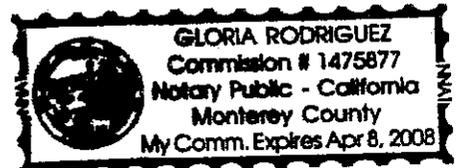
Dated: 9-13-06  
[Signature] *Contracts/Purchasing manager.*  
for George Salcido, Real Property Specialist  
Facilities Division by Michael Derr, *Contracts/Purchasing Manager*  
County of Monterey  
Property Owner

STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On September 13<sup>th</sup> 2006, before me, Gloria Rodriguez, Notary Public, personally appeared Michael Derr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gloria Rodriguez, Notary Public



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

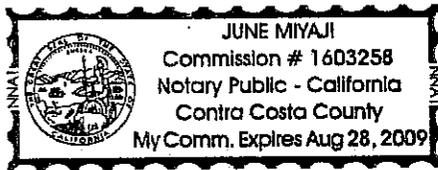
State of California }  
County of Alameda } ss.

On Sept. 6, 2006 before me, June Miyaji, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared F. Kevin Flaherty  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

June Miyaji  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Conditional Use Permit No. 06-16

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

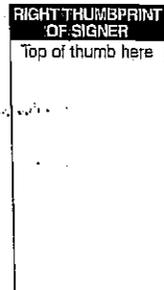
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**Recording Request by  
And When Recorded Return to:**

Sherri L. Stewart  
Bechtel Telecommunications  
4698 Willow Road, Suite A  
Pleasanton, CA 94588

APN: 003-851-19  
1410 Natividad Road, Salinas, CA 93906

(Space Above This Line For Recorder's Use Only)

Re: Cell Site # SNFCCA2003; Cell Site Name: Natividad  
State: California  
County: Monterey

**MEMORANDUM OF LEASE AGREEMENT**

This Memorandum of Lease is entered into on this 28<sup>th</sup> day of April, 2006, by and between the **County of Monterey, a political subdivision of the State of California ("Lessor")** whose mailing address is 855 East Laurel Drive, Building C, Salinas, California 93905 and **New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 ("Lessee")**.

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("**Lease**") on the 7 day of June 2006, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term of this Agreement shall be for five (5) years ("**Initial Term**") commencing on the first (1<sup>st</sup>) day of the month following the date this Agreement is executed by the parties or the first (1s) day of the month following the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last (the "**Commencement Date**"). This Agreement shall be automatically extended for three (3) additional five (5) year terms unless the Lessee terminates it at the end of the then current term by giving the Lessor written notice of the intenant not less than six (6) months prior to the end of the then current term.
3. The portion of the land being leased to Lessee (the "**Premises**") is described in **Exhibit 1** annexed hereto.

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

WITNESSES:

"LESSOR"

County of Monterey, a political subdivision of the State of California

By: [Signature]

Print Name: Michael DEPR

Its: \_\_\_\_\_

Date: 6-7-06

APPROVED AS TO FORM  
[Signature]  
June 7, 2006

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

"LESSEE"

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: [Signature]

Print Name: F. KEVIN FLAHERTY

Its: N. CALIF MARKET MGR

Date: 4/28/06

[Signature]

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

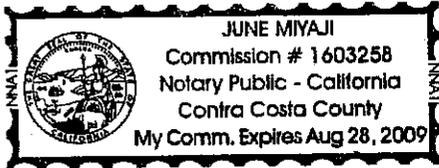
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Alameda } ss.

On April 28, 2006 before me, June Miyaji, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared F. Kevin Flaherty  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

June Miyaji  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Memorandum of Lease Agreement CN3531

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

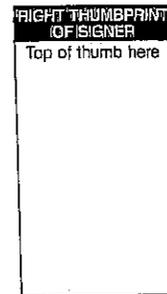
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

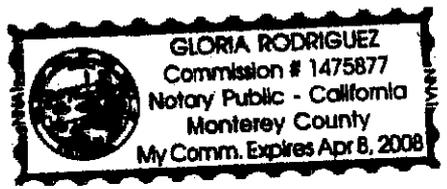
State of California

County of Monterey

On June 7, 2006 before me, Gloria Rodriguez, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Michael Dear  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Gloria Rodriguez  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
Contracts Purchasing Manager  
TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Memorandum of Lease Agreement  
TITLE OR TYPE OF DOCUMENT

(4) four  
NUMBER OF PAGES

April 28, 2006  
DATE OF DOCUMENT

F. Kevin Flaherty  
SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
Monterey County

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Lease dated \_\_\_\_\_, 2006, by and between County of Monterey, a political subdivision of the State of California, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

Lessor owns certain property with an address of 1410 Natividad Road, Salinas, California; hereinafter identified as "Lessor's Property," legally described as follows:  
Lessee leases a portion of Lessor's Property identified as the "Premises."

The Premises are described and/or depicted as follows:

DESCRIPTION: The land referred to herein is situated in the State of California, County of Monterey, City of Salinas, and is described as follows:

Parcel A

BEGINNING at a point on the Easterly boundary of that certain 366.539-acre tract shown in the Map of the above-described County Hospital Annex, said point being the intersection of Courses 15 and 16 as shown and so designated on said map, said POINT OF BEGINNING also being the most Northerly point on the common boundary between Lot 7 and Lot 6 as said lots are shown and so designated on that certain "Map Showing the Partition of Part of Sherwood Estate" recorded December 10, 1920, in Volume 2, Surveys, Page 5, Official Records of Monterey County, California; thence leaving said POINT OF BEGINNING along said common boundary between Lots 7 and 6 South 43 deg. 05 min. 27 sec. East 466.63 feet to the TRUE POINT OF BEGINNING of this description; thence leaving said TRUE POINT OF BEGINNING, and continuing

1. Along said common boundary South 43 deg. 05 min. 27 sec. East 107.62 to a point; thence leaving said common boundary line
2. Southwesterly along the arc of a non-tangent curve to the left (the center of which bears South 32 deg. 53 min. 06 sec. East at the beginning of the course) with a radius of 2147.00 feet through a central angle of 9 deg. 15 min. 43 sec. for an arc length of 347.21 feet to a point of reverse curvature; thence
3. Along the arc of a tangent curve to the right (the center of which bears North 42 deg. 08 min. 49 sec. West at the beginning of the course) with a radius of 2453.00 feet through a central angle of 19 deg. 03 min. 32 sec. for an arc length of 815.97 feet to a point of reverse curvature; thence
4. Along the arc of a tangent curve to the left (the center of which bears South 23 deg. 05 min. 17 sec. East at the beginning of the course) with a radius of 1747.00 feet through a central angle of 22 deg. 59 min. 43 sec. for an arc length of 701.15 feet to a point; thence
5. South 43 deg. 55 min. 00 sec. West 915.97 feet to a point; thence
6. Along the arc of a tangent curve to the left (the center of which bears South 46 deg. 05 min. 00 sec. East at the beginning of the course) with a radius of 90.00 feet through a central angle of 90 deg. 04 min. 32 sec. for an arc length of 141.49 feet to a point on a curved line which is concentric with and 14.00 feet Northeasterly from the curved Northeasterly line of East Laurel Drive (a city street); thence Southeasterly
7. Along said concentric curve to the right (the center of which bears South 43 deg. 50 min. 28 sec. West at the beginning of the course) with a radius of 2054.00 feet through a central angle of 2 deg. 57 min. 36 sec. for an arc length of 106.63 feet to a point; thence

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 3

8. Along a non-tangent line South 43 deg. 56 min. 59 sec. East 84.00 feet; thence
9. South 41 deg. 08 min. 06 sec. East 284.12 feet to a point on the Northeasterly boundary of said East Laurel Drive; thence along said Northeasterly boundary
10. North 43 deg. 58 min. 48 sec. West 358.73 feet to a point; thence
11. Along the arc of a non-tangent curve to the left (the center of which bears South 47 deg. 03 min. 32 sec. West at the beginning of the course) with a radius of 2050.00 feet through a central angle of 24 deg. 08 min. 24 sec. for an arc length of 863.71 feet to a point; thence leaving said Northeasterly boundary of East Laurel Drive
12. South 66 deg. 05 min. 29 sec. East 278.00 feet to a point on a line which is concentric with and 14.00 feet Northeasterly from said curved Northeasterly line of East Laurel Drive; thence
13. Southeasterly along the arc of said concentric curve, to the right (the center of which bears South 30 deg. 39 min. 30 sec. West at the beginning of the course) with a radius of 2064.00 feet through a central angle of 5 deg. 33 min. 07 sec. for an arc length of 200.00 feet to a point of reverse curvature; thence
14. Along the arc of a tangent curve to the left (the center of which bears North 36 deg. 12 min. 37 sec. East at the beginning of the course) with a radius of 90.00 feet through a central angle of 82 deg. 17 min. 37 sec. for an arc length of 129.27 feet to a point on a line which is parallel with and 106.00 feet Northwesterly measured at right angles from the course previously described as course 5 in this description; thence along said parallel line
15. North 43 deg. 55 min. 00 sec. East 935.43 feet to a point; thence
16. Along the arc of a tangent curve to the right (the center of which bears South 46 deg. 05 min. 00 sec. East at the beginning of the course) with a radius of 1853.00 feet through a central angle of 22 deg. 59 min. 43 sec. for an arc length of 743.69 feet to a point of reverse curvature; thence
17. Along the arc of a tangent curve to the left (the center of which bears North 23 deg. 05 min. 17 sec. West at the beginning of the course) with a radius of 2347.00 feet through a central angle of 19 deg. 03 min. 32 sec. for an arc length of 780.71 feet to a point of reverse curvature; thence
18. Along the arc of a curve to the right (the center of which bears South 42 deg. 08 min. 49 sec. East at the beginning of the course) with a radius of 2253.00 feet through a central angle of 8 deg. 46 min. 37 sec. for an arc length of 345.13 feet to the POINT OF BEGINNING.

Containing 7.359 acres of land, more or less (320,545.67) square feet).

Together with the following easements for the purpose of constructing and maintaining roadway slopes:

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 3

Parcel B

A continuous strip of land of a uniform width of 20.00 feet lying southeasterly of and contiguous to the southeasterly line of Courses 2 through 9 of Parcel A as Parcel A is herein described.

Said easement containing 67,621.01 square feet of land, more or less.

Parcel C

A continuous strip of land of a uniform width of 20.00 feet lying northwesterly of and contiguous to the northwesterly line of Courses 12 through 18 of Parcel A as Parcel A is herein described.

Said easement containing 68,010.33 square feet of land, more or less.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Lessee.
2. Any setback of the Premises from the boundaries of Lessor's Property shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

When recorded, return to:

CITY OF SALINAS  
Community Planning and Development  
90 West Alisal Street, Salinas, CA 93901

SPACE ABOVE FOR RECORDER'S USE ONLY

Title of Document

**CONDITIONAL USE PERMIT NO. 04-25**  
**City of Salinas**  
**Community Planning and Development**

WHEREAS, the Planning Manager has found, on the basis of the application, plans, materials, and use, that the proposed use and structure conforms to the intent of the Salinas Zoning Code and the Salinas General Plan; that specific conditions stipulated by the Planning Manager deemed necessary in the public interest will be met; that the use and structure will not constitute a nuisance on adjoining properties or in the surrounding area; that the proposed use and structure are exempt from the California Environmental Quality Act, as amended; notice has been mailed or delivered to all owners of real property as shown on the latest equalized assessment roll within 300 feet of the subject property at least 10 days prior to the Planning Manager's intended date of approval of this Permit.

NOW, THEREFORE, the Planning Manager hereby grants and issues Conditional Use Permit No. 04-25 pursuant to *Division 22: Variances and Conditional Use Permits*, of Chapter 37 of the Salinas City Code and upon the following terms and conditions and not otherwise, to wit:

**ISSUED TO:** New Cingular Wireless PCS, LLC

**FOR USE:** Major Telecommunications Facility designed as a "stealth" flagpole.

**ON PROPERTY LOCATED AT:** 1410 Natividad Road

**ASSESSOR'S PARCEL NO.:** 003-851-19

**ZONING DISTRICT:** Public and Semipublic

**ENVIRONMENTAL REVIEW ACTION & DATE:** Exempt per Section 15332 (*In-Fill Development Projects*) of the California Environmental Quality Act, 01/28/05

**EXPIRATION DATE:** None, once properly established.

## **RIGHT TO OPERATE/DEVELOP**

1. The Permittee shall have the right to construct and operate a Major Telecommunications Facility designed as a "stealth" flagpole including a 308 square foot equipment area on the above-described property in accordance with the following exhibits incorporated herein by reference and made a part of this Permit:

**Exhibit "A" Vicinity Map**

**Exhibit "B" Title Sheet (Z01)**

**Exhibit "C" Site Topography Survey Sheet (Sheet Z02)**

**Exhibit "D" Site Plan (Sheet Z03)**

**Exhibit "E" Enlarged Site Plan (Sheet Z04)**

**Exhibit "F" Equipment Plan & Antenna Plan (Sheet Z05)**

**Exhibit "G" East & South Elevations (Sheet Z06)**

**Exhibit "H" Equipment Specifications (Sheet Z07)**

## **LIMITATIONS ON USE**

2. The Planning Manager may conduct a review of this Permit after inauguration, and may require modifications, if appropriate. The Planning Manager may also schedule a review by the Salinas Planning Commission, at a public hearing, if considered necessary. In the event that a public hearing is necessary, the Permittee shall reimburse the City of Salinas for all costs and expenses required to prepare for and conduct said hearing.

## **SIGNING**

3. No signs other than a single governmental flag of a governmental agency shall be posted or affixed to the Major Telecommunications Facility. The Applicant or its successors shall maintain, in good condition, a flag proportional in size to the flagpole. The flag shall not appear torn or faded. If the governmental agency represented is the Federal Government of the United States, all treatments described in the Federal Flag Code shall be followed.

## **BUILDING MATERIALS AND COLORS**

4. Prior to issuance of a building permit, all exterior building materials and colors shall be identified on the building plans, and a colors and materials board (8 ½" X 11" maximum size and no greater than ½" in thickness) and brush out boards for each paint color (8 ½" X 11" maximum size and no greater than 1/16" in thickness) shall be submitted by the Applicant for review and shall be approved by Community Planning and Development.

## LANDSCAPING

5. The equipment area shall be screened from public view by minimum 5-gallon shrubs and a black vinyl-coated chain link fence with black slats.
6. Prior to the issuance of a Building Permit, the applicant shall submit detailed landscape and irrigation plans for review and approval by Community Planning and Development. Landscaping shall be installed prior to final inspection.
7. All landscaping shall comply with *Section 37-148: Landscaping and irrigation* and *Section 37-149: Landscaping design guidelines*, of the Salinas Zoning Code, including, but not limited to, standards, drought resistant plants and turf, irrigation, parking lot landscaping and installation and maintenance.

## MAINTENANCE

8. All parking areas, driveways, other paved surfaces, accessways and grounds shall be regularly maintained and kept free of weeds, litter, and debris. All traffic signs and pavement markings shall be clear and legible at all times. All landscaped areas shall be maintained free of weeds, trash, and debris, and all plant material shall be continuously maintained in a healthy, growing condition. All exterior building and wall surfaces shall be regularly maintained, and any damage caused by weathering, vandalism, or other factors shall be repaired in conformance with the terms and conditions of this Permit.

## PUBLIC IMPROVEMENTS

9. Public improvements to serve the development shall be reviewed and approved by the City Engineer and shall be installed in accordance with City standards. All utilities shall be installed underground with details to be included on the final improvement plans.

## UTILITIES/EQUIPMENT SCREENING

10. All utility lines shall be placed underground and all power transformers shall be placed underground where permitted by the utility company. Where transformers must be pad-mounted above ground, they shall be located away from the general public view or shall be effectively concealed by landscaping or a screen fence of a design approved by the utility company and the Planning manager.
11. All mechanical equipment and appurtenances (i.e. gas, water meters, electrical boxes, HVAC systems, refrigeration equipment, etc.), building or ground mounted, shall be screened from public view and adjacent properties. Details shall be shown on the final construction and/or land plans and are subject to the approval of the Planning

Manager.

### **PERMIT NOT TO SUPERSEDE OTHER REQUIRED LICENSING OR PERMITS**

12. The issuance of this Permit shall not relieve the Permittee of any requirement to obtain permits or licensing from any county, regional, state or federal agencies.

### **MODIFICATION OF APPROVED USE AND PLANS**

13. Any modification to the terms and conditions of this Permit are subject to the issuance of a new Permit. The Planning Manager may approve minor modifications to this Permit if he/she finds the modification to be in substantial compliance with the original approval.

### **VIOLATION; REVOCATION**

14. Use of the property shall be conducted in such a way that it does not constitute a nuisance to the use and enjoyment of surrounding properties or the City. Any permittee, person, firm, corporation, whether as principal, agent, employee or otherwise, violating, causing or maintaining the violation of any of the provision of this Permit shall be guilty of a misdemeanor or an infraction, as charged. Upon determination by the Planning Manager that there are reasonable grounds for revocation of this Permit, a revocation hearing shall be set to be heard before the Salinas Planning Commission in accordance with *Division 32: Enforcement and Penalties*, of the Salinas Zoning Code.

### **SUBSTANTIAL ACTION TIME LIMIT**

15. This Permit shall expire one year after its approval date unless:
  - a. A Building Permit has been issued and construction diligently pursued; or
  - b. A certificate of occupancy has been issued; or
  - c. The use is established; or
  - d. The Planning Manager determines that other substantial action has been commenced to carry out the terms and intent of this Permit.

### **PERMIT VALIDATION**

16. This Permit shall be null and void and all terms and conditions shall have no force or effect unless this Permit is signed by the Permittee(s) and returned to City of Salinas Community Planning and Development within 180 days of issuance. *It is the applicant's responsibility to track the 180-day expiration date. No notice will be sent.*

## STANDARD CONDITIONS

17. Pursuant to **Salinas City Code Section 1-8.1: Civil action enforcement, and Section 1-8.2: Liability for costs**, permittee shall reimburse the City of Salinas for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by the City in enforcing the provisions of this Permit.
18. The applicant(s) shall defend, indemnify, and hold harmless the City of Salinas or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the City, its boards, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of this project/use. For Tentative Maps, this shall also apply when such claim or action is brought within the time period provided for in applicable state and/or local statutes. The City shall promptly notify the applicant(s) of any such claim, action, or proceeding. The City shall cooperate in the defense. Nothing contained in this condition shall prohibit the City from participation in a defense of any claim, action, or proceeding if the City bears its own attorney's fees and costs, and the City defends the action in good faith.
19. Notwithstanding any of the provisions in this permit, all improvements and uses shall comply with all other ordinances and regulations of the City of Salinas and all local, state and federal laws and regulations.
20. No further development other than that shown on this permit or attached exhibits shall be allowed unless or until an amendment to this permit has been approved.

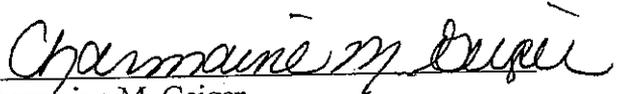
## NOTICE OF CHALLENGE LIMITATIONS

21. Code of Civil Procedure Section 1094.6 requires all Court challenges to the decision to grant this Permit be initiated within 90 days of the final decision of the City in this matter.

## EXECUTIONS

**THIS CONDITIONAL USE PERMIT** was approved by action of the Planning Manager on February 8, 2005 and shall become effective on the following date unless appealed to the Salinas Planning Commission in accordance with Division 31: Appeals:

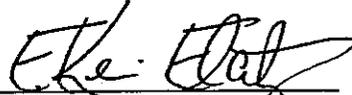
Effective Date: 2/21/2005

  
Charmaine M. Geiger  
Planning Manager

(Signatures Listed Below Must Be Notarized)

THIS CONDITIONAL USE PERMIT is hereby accepted upon the express terms and conditions hereof, and the undersigned Permittee agrees to strictly conform to and comply with each and all of this Permit's terms and conditions.

Dated: \_\_\_\_\_

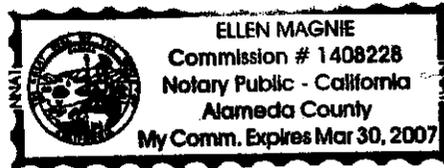


F. Kevin Flaherty  
Deployment Director  
New Cingular Wireless PCS, LLC  
Permittee

STATE OF CALIFORNIA  
COUNTY OF Alameda

On June 29<sup>th</sup> 2005, before me, Ellen Magnie, Notary Public, personally appeared F. Kevin Flaherty, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



CONSENT is hereby granted to the Permittee to carry out the terms and conditions of this Conditional Use Permit.

Dated: 6-7-06

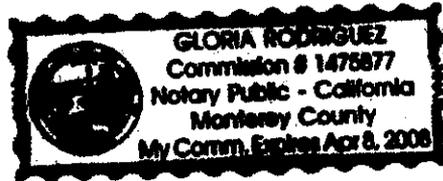
Mike Derr  
Mario Salazar, Purchasing Manager  
County of Monterey  
Property Owner

STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On June 7 2006, before me, Gloria Rodriguez, Notary Public, personally appeared Michael Derr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gloria Rodriguez

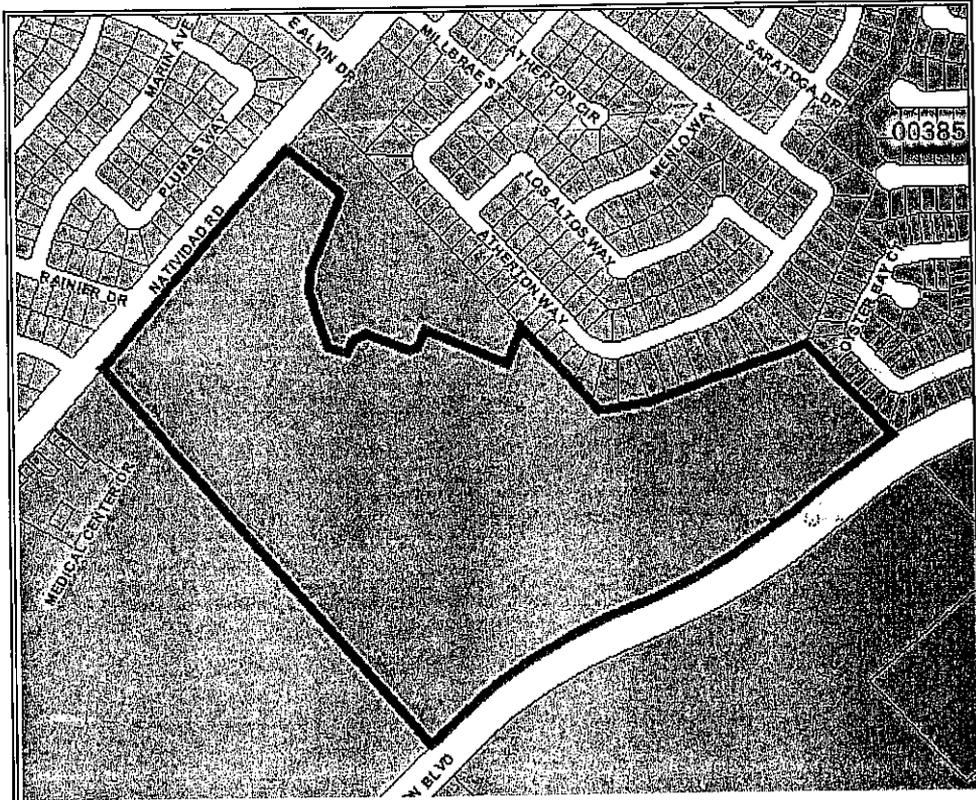


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**North**

**Vicinity Map**



**CONDITIONAL USE PERMIT 04-25  
1410 Natividad Road**

**Exhibit A**

MOJOREY COUNTY BOARD OF SUPERVISORS

MEETING: July 12, 2005 - Consent

AGENDA NO:

SUBJECT: a) Adopt Resolution declaring intent to make available for lease identified County owned facilities to be used by wireless communication companies as antenna sites pursuant to Government Code section 25526;

b) Approve the Invitation for Bid Package and authorize the Purchasing Manager to solicit bids from qualified wireless communication companies for the lease of County sites; and

c) Set August 30, 2005, at 11:00 a.m. at its regular meeting for opening, examining and declaring bids, calling for oral bids and acceptance of highest bids, or to take other appropriate action, pursuant to Government Code sections 25530 et seq.

DEPARTMENT: General Services

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a) Adopt Resolution declaring intent to make available for lease identified County owned facilities to be used by wireless communication companies as antenna sites pursuant to Government Code section 25526;
- b) Approve the Invitation for Bid Package and authorize the Purchasing Manager to solicit bids from qualified wireless communication companies for the lease of County sites; and
- c) Set August 30, 2005, at 11:00 a.m. at its regular meeting for opening, examining and declaring bids, calling for oral bids and acceptance of highest bids, or to take other appropriate action, pursuant to Government Code sections 25530 et seq.

SUMMARY:

Declaring the intent to make the identified County owned facilities available for lease to the wireless communication industry will allow for increased revenue to the County to offset other needed expenses. Minimum lease revenue for each identified site will be set at \$18,000 annually. An approved lease would provide for three, five-year extensions unless terminated by the Lessee at the end of the term, and fifteen additional five year extensions unless terminated by either the County or Lessee at the end of each term. The County will reserve the right to award multiple bids on sites poised for accommodating more than one wireless communication company.

DISCUSSION:

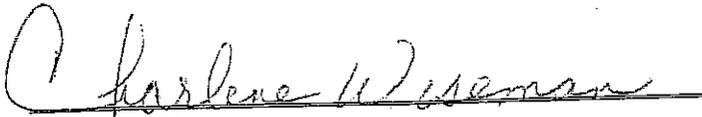
The General Services Department is pursuing ways to increase revenue through the leasing of County owned properties. It has been determined that wireless communication leasing opportunities may exist throughout the County. Most identified County owned facilities have been recognized as suitable sites to accommodate multiple wireless communication companies. Stealth or low visibility technology will be incorporated in any equipment and antenna design, and the County's wireless communication needs and concerns will be appropriately addressed in the Invitation for Bid and accompanying attachments.

OTHER AGENCY INVOLVEMENT:

The Information Technology Department concurs with the Invitation for Bid and accompanying attachments and County Counsel has approved them as to form.

FINANCING:

Revenue from these leases is estimated at \$108,000 per year.



Charlene Wiseman  
Director of General Services  
June 24, 2005

- Attachments: 1. Resolution  
2. Invitation for Bid package is on file with the Clerk to the Board

Prepared by: George Salcido, Real Property Specialist, 755-4859

## County of Monterey

## Approved Wireless Communication Leasing Sites

Site Name	Address	City	APN	Latitude	Longitude
Agricultural Commissioner's Office (King City)	522 North 2nd Street	King City	026-261-001	36-13'-7.1"	121-07'-37.9"
Agricultural Commissioner's Office (Salinas)	1428-32 Abbott Street	Salinas	002-822-002 & 003	36°-39.058'	121°-37.342'
County Administration Building	168 West Alisal	Salinas	002-253-027	36-40'-28.1"	121-39'-31.3"
East Laurel Yard Facility	855 East Laurel Drive	Salinas	003-851-027	36-41'-33.85"	121-37'-35.8"
Library (Greenfield)	315 El Camino Real	Greenfield	024-034-005	36-19'-21"	121-14'-40.4"
Old Boys Ranch	700-710 Old Stage Road	Salinas	221-031-003 & 004	36-44'-5.6"	121-35'-9.4"
NMC Hospital Complex	1441 Constitution Boulevard	Salinas	003-031-018	36-41'-46.3"	121-37'-52.4"
Old NMC Hospital Complex	1300 Natividad Road	Salinas	003-851-018	36-41'-53.5"	121-37'-57.9"
Pajaro Community Center	129A Bishop Street	Watsonville	117-323-013	36° 54.086'	121° 44.986'
Probation Headquarters	1422 Natividad Road	Salinas	003-851-019	36-42'-5.4"	121-37'-53.0"
Public Safety Building & Jail	1410-14 Natividad Road	Salinas	003-851-014	36° 41.922'	121° 37.37'
Public Works Yard (Greenfield)	41801 East Elm Avenue	Greenfield	109-092-009	36-19'-29.3"	121-13'-42.4"
Public Works Yard (Salinas)	312 East Alisal Street	Salinas	003-041-039	36°-40.45'	121°-38.71'
Public Works Yard (San Ardo)	Jolon Road & Main Street	San Ardo	237-055-001	36-01'-10.1"	120-54'-9.0"
Salinas Valley Fair Grounds	625 Division Street	King City	026-041-015, 020 & 023	36-12'-20.8"	121-07'-35.4"
Social Services (Seaside)	1281 Broadway Avenue	Seaside	012-192-013 & 027	36° 36.556'	121° 50.301'
Youth Detention Center	970 Circle Drive	Salinas	004-601-055 & 056	36°-40.761'	121°-37.624'
Fleet Refueling Facility Tower	855 East Laurel Drive	Salinas	003-851-027	36-41'-33.85"	121-37'-35.8"
Information Technology Tower	1590 Moffett Street	Salinas	003-863-009	36°-39.563'	121°-36.715'
Laguna Seca Tower	1025 Monterey Highway 68	Salinas	173-011-023	36 35' 02.94"	121 45' 33.8"
Pin Ball Hill Tower	Lake San Antonio/Nacimiento	Bradley	080-037-006	35 46' 15.00"	120 54' 25.00"

Before the Board of Supervisors in and for the  
County of Monterey, State of California

- a. Adopt Resolution declaring intent to make available for lease identified County owned facilities to be used by wireless communication companies as antenna sites pursuant to Government Code section 25526;
- b. Approve the Invitation for Bid Package and authorize the Purchasing Manager to solicit bids from qualified wireless communication companies for the lease of County sites; and
- c. Set August 30, 2005, at 11:00 a.m. at its regular meeting for opening, examining and declaring bids, calling for oral bids and acceptance of highest bids, or to take other appropriate action, pursuant to Government Code sections 25530 et seq.....)

Upon motion of Supervisor Calcagno, seconded by Supervisor Smith, and carried by those members present, effective July 12, 2005, the Board hereby;

- a) Adopts Resolution No. 05-176 declaring intent to make available for lease identified County owned facilities to be used by wireless communication companies as antenna sites pursuant to Government Code section 25526;
- b) Approves the Invitation for Bid Package and authorize the Purchasing Manager to solicit bids from qualified wireless communication companies for the lease of County sites; and
- c) Sets August 30, 2005, at 11:00 a.m. at its regular meeting for opening, examining and declaring bids, calling for oral bids and acceptance of highest bids, or to take other appropriate action, pursuant to Government Code sections 25530 et seq.

PASSED AND ADOPTED this 12<sup>th</sup> day of July, 2005, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Lindley, Smith and Potter

NOES: None

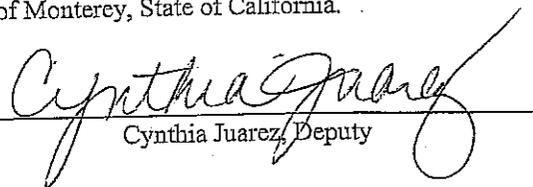
ABSENT: None

I, Lew Bauman, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book 72, on July 12, 2005.

Dated: July 15, 2005

Lew Bauman, Clerk of the Board of Supervisors,  
County of Monterey, State of California.

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

  
Cynthia Juarez, Deputy

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Resolution No. 05-176**

Adopt Resolution declaring intent to make )  
available for lease identified County owned )  
facilities to be used by wireless )  
communication companies as antenna sites )  
pursuant to Government Code section )  
25526..... )

Upon motion of Calcagno, seconded by Supervisor Smith, and carried by those members present, effective July 12, 2005, the Board of Supervisors of the County of Monterey hereby resolves:

1. That the County of Monterey Board of Supervisors declares its intent to make available for lease County owned facilities identified on Exhibit D of the Bid Package, attached hereto, to be used by wireless communication companies as antenna sites pursuant to Government Code section 25526 to increase revenue to the County to offset other needed expenses.
2. The minimum lease rental for each identified site will be set at \$18,000 annually.
3. The minimum annual lease fee increases shall be 3% fixed.
4. The designated area of the premises for lease at each site is a maximum of 500 square feet.
5. The County reserves the right to award multiple bids on sites poised for accommodating more than one wireless communication company.
6. Stealth or low visibility technology will be incorporated in any equipment and antenna design, and the County's wireless communication needs and concerns will be appropriately addressed in the Invitation for Bid and accompanying attachments, which may be acquired from the Office of the Purchasing Manager.
7. Bids are to be submitted to the Office of the Purchasing Manager by 3:00 p.m., Wednesday, August 24, 2005, in accordance with the Invitation for Bid.
8. Sets Tuesday, August 30, 2005, at 11:00 a.m. at its regular meeting for opening, examining and declaring bids, calling for oral bids and acceptance of highest bids, or to take other appropriate action, pursuant to Government Code sections 25530 et seq.

PASSED AND ADOPTED this 12<sup>th</sup> day of July, 2005, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Lindley, Smith and Potter

NOES: None

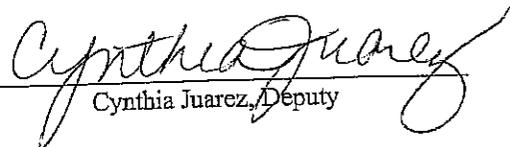
ABSENT: None

I, Lew Bauman, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book 72, on July 12, 2005.

Dated: July 15, 2005

Lew Bauman, Clerk of the Board of Supervisors,  
County of Monterey, State of California.

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



Cynthia Juarez, Deputy

MARIETTA COUNTY BOARD OF SUPERVISORS

MEETING: August 30, 2005

AGENDA NO:

SUBJECT: Adopt Resolution of acceptance of the highest written or oral bid for the lease of each identified County owned facility to be used by wireless communication companies as antenna sites and authorizing the Chairman of the Board to execute the leases subject to the Purchasing Manager and County staff thoroughly evaluating the proposals which are made by responsible bidders to determine conformance with the terms, conditions, and specifications of the Resolution of Intent to Lease and Invitation For Bid Package # 9795.

DEPARTMENT: General Services

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt Resolution of acceptance of the highest written or oral bid for the lease of each identified County owned facility to be used by wireless communication companies as antenna sites and authorizing the Chairman of the Board to execute the leases subject to the Purchasing Manager and County staff thoroughly evaluating the proposals which are made by responsible bidders to determine conformance with the terms, conditions, and specifications of the Resolution of Intent to Lease and Invitation For Bid Package # 9795.

SUMMARY/DISCUSSION:

On July 12, 2005, your Board declared its intent to lease identified County owned facilities to be used as antenna sites by wireless communication companies pursuant to Government Code section 25526; approved the Invitation for Bid Package; authorized the Purchasing Manager to solicit bids; and set August 30, 2005, at 11:00 a.m. at its regular meeting for opening, examining and declaring bids, calling for oral bids and acceptance of highest bids, or to take other appropriate action, pursuant to Government Code sections 25530 et seq. A copy of the July 12, 2005 Board Report, Order, and Resolution is attached.

The following is the suggested procedure for opening, examining and declaring proposals:

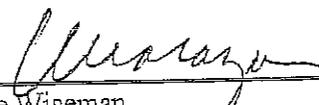
1. The Board Chair directs all interested parties to the Break Out Conference Room at 11:00 a.m.
2. The Purchasing Manager, or his designee, opens and declares the written bids for the first site listed on Exhibit D of the Invitation For Bid Package.
3. The Purchasing Manager, or his designee, calls for oral bids for that site. The first oral bid must be at least 5% above the highest written bid and on the terms, conditions and specifications of the Resolution of Intent to Lease and Invitation For Bid Package # 9795.
4. The same procedure listed in items 2 and 3 above are repeated for each site listed on Exhibit D of Invitation For Bid Package # 9795.
5. Board of Supervisors adopts the Resolution of acceptance of the highest written or oral bid for the lease of each facility and authorizing execution of leases.
6. Board of Supervisors takes any other appropriate action pursuant to Government Code sections 25530 et seq.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the Invitation for Bid process and the Wireless Communication Site Lease Agreement as to form.

FINANCING:

Revenue from these leases is estimated at \$108,000 per year.

  
for \_\_\_\_\_  
Charlene Wiseman  
Director of General Services  
August 22, 2005

Attachments: July 12, 2005 Board Report, Order, and Resolution  
Resolution of Acceptance of Bids and Authorizing Execution of Leases

Prepared by: George Salcido, Real Property Specialist, 755-4859

Before the Board of Supervisors in and for the  
County of Monterey, State of California

2005 CONST 0079; Resolution No. 05-219

Adopt Resolution of acceptance of the highest )  
written or oral bid for the lease of each identified )  
County owned facility to be used by wireless )  
communication companies as antenna sites and )  
authorizing the Chairman of the Board to execute )  
the leases subject to the Purchasing Manager and )  
County staff thoroughly evaluating the proposals )  
which are made by responsible bidders to determine )  
conformance with the terms, conditions, and )  
specifications of the Resolution of Intent to Lease )  
and Invitation For Bid Package # 9795..... )

Upon motion of Supervisor Calcagno, seconded by Supervisor Potter, and carried by those members present, effective August 30, 2005, the Board hereby;

1. The County of Monterey Board of Supervisors accepts the highest written or oral bid as set forth in the attached Bid Summary for the lease of each County owned facility identified in Exhibit D of the Invitation for Bid Package to be used by wireless communication companies as antenna sites, pursuant to Government Code section 25530 et seq.; and

2. The County of Monterey Board of Supervisors authorizes and directs the Chairman of the Board to execute the leases subject to the Purchasing Manager and County staff thoroughly evaluating the proposals which are made by responsible bidders to determine conformance with the terms, conditions, and specifications of the Resolution of Intent to Lease and Invitation For Bid Package # 9795.

PASSED AND ADOPTED this 30th day of August, 2005, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Lindley, Smith, Potter  
NOES: None  
ABSENT: None

I, Lew C. Bauman, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book 72, on August 30, 2005.

Lew C. Bauman, Clerk of the Board of Supervisors,  
County of Monterey, State of California.

By Carrie Wilkinson  
Carrie Wilkinson, Deputy

✓ cc: George Salcido