

RADIO COMMUNICATION SITE LEASE AGREEMENT

THIS RADIO COMMUNICATION SITE LEASE AGREEMENT (the "Agreement") is made and entered into by Mid Coast Fire Brigade on behalf of the Big Sur Land Trust, Exhibit E (hereinafter "LESSOR"), and the County of Monterey, a political subdivision of the State of California (hereinafter "LESSEE").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, LESSOR and LESSEE hereby agree as follows:

1. PROPERTY, PREMISES, LICENSE TO INSTALL, MAINTAIN AND OPERATE EQUIPMENT AND ACCESS TO PROPERTY:

- a. Property. LESSOR is the owner of that certain real property in the County of Monterey, State of California, described herein as Glen Deven Ranch Communication Site, and located at 37102 Garrapatos Road, Carmel CA 93923, having a tax assessor number of 243-311-011-000, as further outlined in Exhibit A attached hereto and incorporated herein by reference (hereinafter "Property").
- b. Premises, License to Install, Maintain and Operate Equipment. LESSOR hereby grants to LESSEE permission to install, maintain, and operate the radio communication Equipment located within the Mid Coast Fire Brigade radio vault and antenna pole (as such term is defined in Section 2 below) as shown in the "Site Plan" attached hereto as Exhibit B and described in the "Equipment List" attached hereto as Exhibit C. Such permission is restricted exclusively to the installation, maintenance, and operation of the Equipment consistent with the specifications and in the locations identified in Exhibit B and Exhibit C (the "Premises").
- c. Access to Property. Subject to the requirements as set forth in Section 3 and Section 6 below, LESSEE shall have the non-exclusive right for pedestrian and vehicular ingress to and egress from the Property over the designated access area to the Property as described in Exhibit A, seven (7) days a week, twenty-four (24) hours a day, for the purposes of emergency repairs of equipment located within the Mid Coast Fire Brigade radio vault. For normal maintenance LESSEE shall be required to give 48 hours' notice to the Mid Coast Fire Brigade. Normal maintenance shall be conducted within the months of April – October due to road conditions and during normal business hours, Monday – Friday 8am – 5pm to maintain, operating and repairing the Equipment, together with a license to install, maintain and operate and repair utility lines, wires, cables, conduits, lines, pipes or any other means of providing utility service, including electric and telephone service, to the Premises. LESSOR shall maintain the access area. LESSEE shall obtain advance written clearance from LESSOR, not to unreasonably withheld, for any underground excavation or construction.

2. EQUIPMENT AND USES:

- a. Equipment Defined. Subject to the terms of this Agreement, LESSEE may use the Premises at the Property to install, operate and maintain the radio communications equipment and

antennae and other appurtenant and incidental equipment, including, but not limited to, LESSEE's cables, wires, conduits, pipes, radios, radio shelter or cabinet, and related transmission and reception hardware and software, and other personal property (hereinafter the "Equipment").

- b. Permitted Uses. All such Equipment shall be installed above ground within the Mid Coast Fire Brigade radio vault excepting wires, cables, conduits, and pipes necessary to connect to the antenna pole and radio vault. LESSEE shall transmit and receive only within the FCC licensed frequency ranges and at the power levels specified herein.
- c. Maintenance and Identification. All Equipment to be installed under this Agreement within the Mid Coast Fire Brigade radio vault or antenna pole shall be clearly marked by LESSEE with its identifying information which shall include the identity and phone number of LESSEE's emergency contact, FCC license number, and the transmitting and receiving frequencies of the Equipment. LESSEE shall maintain all such Equipment and related improvements in good condition and repair. A list of all equipment belonging the LESSEE shall be documented on Exhibit C of this agreement.

3. IMPROVEMENTS ON THE PREMISES, PERFORMANCE OF WORK AND UTILITIES:

- a. Initial Installation and Maintenance of Equipment. LESSEE accepts the Premises in an "as is" condition. LESSOR hereby consents to and approves of LESSEE's initial installation of Equipment at the Premises, as depicted on Exhibit B and Exhibit C attached hereto, including installation of an entry port on the shelter. Following the initial installation of LESSEE's Equipment, LESSEE may thereafter, at its sole cost and expense, perform maintenance, repairs and like-for-like replacements of its Equipment, as necessary, and appropriate for its ongoing business, subject to the terms of this Agreement, including, without limitation, this Section 3.
- b. Modifications to Equipment. LESSEE shall apply to make Modifications (as such term is defined below) to its Equipment by submitting all plans to LESSOR for LESSOR's prior approval, not to be unreasonably withheld. Any approved Modification shall be evidenced by an amendment to this Agreement. For the purposes of this Agreement, a "Modification" shall mean: (i) any change (including upgrade) to the Equipment as specified herein; (ii) any alterations in the frequency ranges or Federal Communications Commission ("FCC") licensed allocation or power levels; (iii) any addition of Equipment or occupation of additional space.
- c. Utilities. LESSOR shall pay for all electricity used.

4. INTERFERENCE:

- a. Interference to LESSEE's Operations. LESSOR agrees that it's communication equipment controlled or owned by LESSOR, as installed or modified subsequently to LESSEE's Equipment ("Subsequent Use"), shall permit their communications equipment to interfere

with LESSEE's permitted transmissions or reception. In the event that LESSEE experiences Radio Frequency ("RE") interference caused by such Subsequent Use, LESSEE shall notify LESSOR in writing of such RF interference and LESSOR shall cause the party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after LESSOR's receipt of such notice. In the event LESSOR is notified of any RF interference experienced by LESSEE alleged to be caused by a Subsequent Use, the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to LESSEE to eliminate such RF interference. LESSOR further agrees that any licenses or other agreements with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with LESSEE's operation of its Equipment following receipt of a notice of such interference.

5. AUTHORIZED PERSONS, NOTICE RELATING TO ACCESS, PERMITS AND APPROVALS:

- a. Authorized Persons. LESSEE's right of access shall be limited to authorized employees, contractors or subcontractors of LESSEE, or persons under their direct supervision.
- b. Permits, Authorizations and Licenses. LESSEE shall be solely responsible for obtaining and maintaining, at its own expense, all permits, authorizations, and licenses associated with its occupancy of Premises at the Property and utilization of Equipment thereon and shall promptly provide copies thereof to LESSOR.

6. LEASE FEE AND OTHER CHARGES:

LESSEE shall pay the first Lease Fee within sixty (60) days after the Commencement Date (as such term is defined in Section 8 below). The Lease Fee shall be made payable by check to (need not be sent certified): Mid Coast Fire Brigade. For all subsequent years during the lease term, the LESSOR shall provide a written invoice to LESSEE prior to each anniversary of the Commencement Date. The County shall certify the invoice in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice; provided, however, LESSOR's failure to submit any invoice in accordance herewith shall not be construed as a waiver of any right thereto.

7. TERM OF AGREEMENT:

- a. Term defined. The term of this Lease ("Lease Term") shall be for twenty (20) years, commencing on July 01, 2023 ("Lease Commencement") and ending on June 30, 2043, with rights of extension of the Lease Term as set forth in Section 10 below. Terms call for an annual escalator of 3%.

Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026	Fiscal Year 2026/2027	Fiscal Year 2027/2028	Fiscal Year 2028/2029	Fiscal Year 2029/2030	Fiscal Year 2030/2031	Fiscal Year 2031/2032	Fiscal Year 2032/2033
\$7,500	\$7,725	\$7,957	\$8,195	\$8,441	\$8,694	\$8,955	\$9,224	\$9,501	\$9,786
Fiscal Year 2033/2034	Fiscal Year 2034/2035	Fiscal Year 2035/2036	Fiscal Year 2036/2037	Fiscal Year 2037/2038	Fiscal Year 2038/2039	Fiscal Year 2039/2040	Fiscal Year 2040/2041	Fiscal Year 2041/2042	Fiscal Year 2042/2043
\$10,080	\$10,382	\$10,693	\$11,014	\$11,344	\$11,684	\$12,035	\$12,396	\$12,768	\$13,151

- b. Notice of termination. This Lease may be canceled by either party at any time upon providing ninety (90) days advance written notice to the other party. Upon providing termination notice to County, or upon receiving termination notice from County, Lessee shall remove its electronic equipment and improvements from the facilities by expiration of the ninety (90) day notice period.
- c. Effect of termination. Nothing in this section restricts County's right to remove Lessee's electronic equipment and/or improvements earlier than ninety (90) days, in its sole discretion, as set forth in this Agreement. Termination of this Lease does not terminate Lessor's duty to defend, indemnify and hold County harmless, Lessor's obligation to maintain sufficient insurance, nor Lessor's obligation to repair and replace any damage to County's facilities and telecommunications equipment, as provided in this agreement.

8. FISCAL OUT CLAUSE:

- a. Special Right to Terminate. Notwithstanding any other provisions of this Agreement, LESSEE may, at its sole option, terminate this Agreement by providing at least thirty (30) days prior written notice to LESSOR. Such termination shall be without penalty to LESSEE. Such right of termination shall not be construed so as to permit LESSEE to terminate this Agreement in order to lease other premises for a similar purpose in the same general area.

9. OPTION TO EXTEND:

- a. Option to Extend. At the option of LESSEE, this Agreement may be extended for one (1) additional five (5) year term ("First Extended Term") on terms consistent with those herein. LESSEE shall give LESSOR advance written notice of its intent to exercise its option to extend ninety (90) days prior to expiration of the initial Lease Term or the First Extended Term as applicable.

10. ASSIGNMENT:

- a. Restrictions on Assignment. Neither this Agreement nor any rights hereunder shall be sold, transferred, or assigned by the LESSEE without the written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed, unless the assignment is to a non-governmental agency, in which case LESSOR may refuse to consent to the assignment at its reasonably exercised discretion. Any such approved assignment shall be evidenced by a form provided by LESSOR and executed by LESSOR, LESSEE, and the assignee. Notwithstanding the above, LESSEE may assign this Agreement, without written consent by LESSOR upon one hundred eighty (180) days prior written notice to LESSOR, to

LESSEE's principal, or any wholly owned subsidiary of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization, or to another government or quasi-government entity. LESSEE shall not share the use of its Equipment with any non-governmental third party.

11. NOTICES:

- a. Notice in Writing. Any demand or notice which either party shall be required, or may desire, to make upon or give to the other hereunder shall be in writing and shall be delivered (i) by established express delivery service which maintains delivery records, (ii) personally upon the other, or (iii) by prepaid certified or registered mail, return receipt requested. All notices shall be effective upon receipt, or upon attempted delivery if delivery is refused. The notices shall be sent to the parties at the following addresses:

To LESSEE:

County of Monterey
Department of Information Technology
Attn: Radio Manager
1590 Moffett Street
Salinas, CA 93905

To LESSOR:

Mid Coast Fire Brigade
38000 Palo Colorado Road
Carmel Valley, CA 93923

Big Sur Land Trust
509 Hartnell Street
Monterey, CA 93940

- b. Modifications Permitted on Notice. 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.

12. ACKNOWLEDGMENT OF TITLE:

- a. No Ownership Interest in Premises. 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 all the terms, covenants, and conditions of this Agreement, shall peaceably and quietly have, hold and enjoy the Premises, subject to the terms, covenants and conditions set forth herein. LESSOR covenants that LESSOR has full power and authority to enter into and perform this Agreement and to grant the rights granted to LESSEE hereunder, subject to the terms, covenants and conditions set forth herein.

13. REPAIRS:

- a. LESSEE Responsible. LESSEE shall be responsible for all maintenance and repairs of LESSEE's Equipment, and LESSEE shall keep its installation in good, neat and clean condition in conformity with the standards of the local governing body regulations and the Site Rules. LESSEE shall be responsible for the timely repair of all damage to the Premises and Property caused by the negligence or willful misconduct of LESSEE, its employees, agents, or business vendors.

14. INSPECTION:

- a. LESSOR's Inspection Rights. 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, except as LESSOR may otherwise be permitted as set forth herein. 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 actual, direct damages to the Equipment.

15. INSURANCE AND INDEMNIFICATION:

- a. Insurance Requirements. LESSEE, at LESSEE'S own expense throughout the Term of this agreement, as extended, shall comply with the insurance requirements attached hereto as Exhibit D and incorporated by reference herein. In the event that LESSEE is self-insured in any or all of the aforementioned insurance areas, a letter certifying that LESSEE is lawfully self-insured shall be furnished upon request of the LESSOR prior to execution of this Agreement, or during the term of the Agreement.
- b. Proof of Insurance. Upon the request of the LESSOR, the LESSEE shall deposit with LESSOR evidence of insurance or self-insurance in forms reasonably satisfactory to LESSOR, indicating compliance with the insurance provisions of this Agreement. LESSEE shall keep the insurance or self-insurance in effect throughout the Term of the Agreement, and as the same may be extended.
- c. Indemnification. LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, occurring within the Premises and arising out of the installation, operation, or maintenance of the Equipment on the Premises by the LESSEE, excepting however, such claims and demands for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSOR. LESSOR, during the term hereof, shall indemnify and hold harmless the LESSEE from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, occurring within the Premises and arising out of the fault or negligence of the LESSOR.

16. CONDEMNATION AND CASUALTY:

- a. Rights of the Parties. If any part of the Property shall be condemned or taken under the power of eminent domain, LESSOR and LESSEE shall be entitled to assert their respective claims in accordance with applicable state law.
- b. Casualty. In the event that the Property, or any part thereof, is damaged by fire or other casualty not caused by LESSEE, LESSOR shall have ninety (90) days from the date of damage, if the damage is less than total destruction of the Property, in which to make repairs, and one hundred eighty (180) days from date of destruction, if the Property (including the tower structure) is destroyed, in which to replace the destroyed portion of the Property. If LESSOR fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes LESSEE's use of the Property as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, LESSEE's use of the Property is interrupted due to casualty, in addition to the aforementioned termination right, LESSEE's sole remedy shall be abatement of the Lease Fee for the period during which LESSEE's use of the Property is interrupted.
- c. Force Majeure. Except with regard to repair of the Property as stated in this Section 18, LESSOR shall not be responsible for any damage caused by vandalism or acts of God. In no event shall LESSOR be liable to LESSEE for damage to the Equipment or interruption or termination of LESSEE's operations caused by forces majeure or acts of God.

17. USE OF HAZARDOUS CHEMICALS:

- a. LESSEE'S Duties. LESSEE must inform LESSOR if it will house batteries at the Property. The use of any other hazardous chemicals at the Property requires LESSOR's prior written approval. LESSEE agrees to provide to LESSOR no later than each January 15th, an annual inventory of its hazardous chemicals at the Property. Upon LESSEE'S request, LESSOR shall supply copies of any "Phase I" environmental investigation reports in its possession for the Property, unless such delivery is prohibited by agreement with a third party. LESSEE may commission any "Phase I" environmental assessments at its own expense and shall provide copies of reports based on such studies to LESSOR. "Phase II" environmental assessments must be approved by LESSOR prior to initiation and a Phase II Environmental Investigation Access Agreement must be executed if LESSEE will use its contractor to perform the study. Notwithstanding the foregoing, the performance of any environmental study at the Property is subject to any restrictions in the Prime Lease.

18. CONDITION OF PREMISES UPON TERMINATION, HOLDOVER:

- a. Duties on 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, per Exhibit C, from the Premises to the extent reasonably requested by LESSOR and 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.

- b. Duties on Expiration or Termination. Should LESSEE's Equipment remain at the Property after the expiration or termination of this Agreement, no tenancy or interest in the Property shall result, but this "holding over" shall be an unlawful detainer and all such Equipment shall be subject to immediate removal. LESSEE shall, upon demand, pay to LESSOR, as a holdover fee, a sum equal to one-eighth (1/8) the annual Lease Fee (based on the amount of the Lease Fee at the time of said expiration or termination, for each month during which LESSEE shall "holdover" at the Property after the expiration or termination of this Agreement.

19. DEFAULT, LESSOR'S REMEDIES:

- a. Notice of 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, then the LESSOR shall give LESSEE written notice of such default.
- b. Opportunity to Cure. After receipt of such written notice, the LESSEE shall have ten (10) days to cure any monetary default and thirty (30) days to cure any non-monetary default (i.e., a default not related to timeliness of payments), provided that such thirty (30) day period will be extended as required if the nature of the cure is such that it reasonably requires more than thirty (30) days and 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 Section 21.
- c. Remedy on Termination after Default. In the event that LESSEE fails to cure a default within 30 days or as otherwise provided in this section, LESSOR may take possession of the Premises and remove all LESSEE improvements from the Premises in accordance with applicable laws. LESSOR shall invoice LESSEE, which invoice shall be accompanied by all supporting documentation for such time and costs and for any reasonable staff time related to removal of equipment resulting from default after LESSEE's receipt of written notice and opportunity to cure as defined in this section.

20. GOVERNING LAW AND VENUE:

- a. Choice of Law and Venue. The laws of the State of California, regardless of conflict of law principles, shall govern this Agreement. The duties and obligations of the parties created hereunder are performable in Monterey County, and the Superior Court of California, County of Monterey, shall be the sole and exclusive venue for any action or proceeding that may be brought or arise by reason or connection with this Agreement.

21. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT:

- a. **Subordination.** Subject to Section 23(b) below, this Agreement and LESSEE's rights hereunder are and will be subject and subordinate in all respects to: (i) any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Property to secure the debt of LESSOR (collectively, "Security Instrument") from LESSOR in favor of any and all lenders, creditors, indenture trustees and similar parties (collectively, "Lender") insofar as the Security Instrument affects the property of which the Property forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.
- b. **Non-Disturbance.** The subordination described in Section 23(a) is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and LESSEE is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any person acquiring title to LESSOR's interest in the real property of which the Property forms a part (an "Acquiring Party") through a Conveyance (as such term is defined in Section 23(c) below), agrees that the right of possession of the Property and all other rights of LESSEE pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.
- c. **Liability of Parties.** LESSEE and LESSOR agree (i) that any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer, sale or conveyance of the LESSOR's interest in the property of which the Property forms a part under peril of foreclosure or similar remedy, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy ("Conveyance") shall be made subject to this Agreement and the rights of LESSEE hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as LESSEE and LESSOR had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of LESSOR or any other predecessor-in-interest to Lender or any Acquiring Party. LESSEE agrees that Lender may join LESSEE as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.
- d. **Attornment.** LESSEE agrees that, upon receipt by LESSEE of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, (i) LESSEE shall not seek to terminate this Agreement and shall remain bound under this Agreement, and (ii) LESSEE shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor or lessor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. LESSEE agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable

instrument which may be necessary or appropriate to evidence such attornment.

22. COMPLIANCE WITH LAWS:

- a. Agreement to Obey all Laws. LESSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the FCC, the Federal Aviation Administration (the "FAA"), and the Occupational Safety and Health Administration ("OSHA").

23. RF EMISSIONS COMPLIANCE AND RF EXPOSURE:

- a. Compliance. LESSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and / or regulations of any other federal or state agency (including but not limited to OSHA) having jurisdiction over the installation, operation, maintenance, and / or working conditions involving RF emissions and / or safety and work standards performed on or near communication towers and antennas. LESSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its Equipment and for repairs to its Equipment at the Premises. LESSEE will immediately remedy its operations to comply with such laws, rules, and regulations as they apply to its operations and / or the operations of all licensed users at the Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards.
- b. Duty to Mitigate. LESSEE agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

24. LIENS:

- a. No Liens. LESSEE shall keep the Premises, the Property and any interest it or LESSOR has therein free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of LESSEE, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to LESSOR, within thirty (30) days after LESSEE receives written notice from any party that the lien has been filed.

25. MISCELLANEOUS:

- a. Prior Agreement Superseded. This Agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding between the parties, and revokes and supersedes all other oral or written offers, negotiations, and other agreements between the parties, concerning the subject matter contained herein.
- b. Amendments. This Agreement may be amended or modified only by an instrument in writing

signed by the LESSEE and the LESSOR.

- c. Integration. This Agreement, including the exhibits, represent the entire Agreement between the LESSEE and LESSOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the LESSEE and LESSOR as of the effective date of this Agreement, which is the date of later execution.
- d. No Waiver. No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the parties in the administration of the terms of this Agreement shall be construed to waive or lessen any parties' right to insist upon strict performance of the terms of this Agreement. The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.
- e. Non-exclusive Agreement. This Agreement is non-exclusive and both LESSEE and LESSOR expressly reserve the right to contract with other entities for the same or similar services subject to the terms of this Agreement.
- f. Authority. Any individual executing this Agreement on behalf of the LESSEE, or the LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- g. Successors and Assigns. Subject to any provision hereof restricting assignment or subletting by LESSEE, this Agreement shall bind the parties, their personal representatives, successors, and assigns.
- h. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law. The parties agree to promptly renegotiate in good faith any provision held to be invalid or unenforceable under this section.
- i. Time is of the Essence. Time is of the essence in each and every provision of this Agreement.

SIGNATURES ON PAGE 12

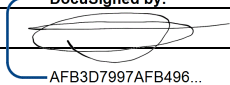

LESSOR:	LESSEE:
DocuSigned by: 	
AFB3D7997AFB496...	
By: Cheryl Goetz	By: Eric A. Chatham
Fire Chief	Chief Information Technology
Date: 4/25/2023 9:27 AM PDT	Date:
	COUNTY COUNSEL
	By: Samuel Beiderwell
	Deputy County Counsel
	Date:
	DocuSigned by: 
	AUDITOR CONTROLLER
	By: Jennifer Forsyth
	4E7E657875454AE...
	Deputy Auditor Controller
	Date: 4/26/2023 1:26 PM PDT

EXHIBIT "A" TO
RADIO
COMMUNICATION SITE
LEASE AGREEMENT
LEGAL DESCRIPTION OF
PROPERTY

The land referred to is situated in the State of California, County of Monterey, in the unincorporated area, with a situs address of 37102 Garrapatos Road, Carmel, CA 93923 currently owned by Big Sur Land Trust, having a tax assessor number of 243-311-011-000 and being the same property more fully described as 36 24 31.13 N, 121 54 10.50 W

ASSRS MAP SAN JOSE Y SUR CHIQUITO RO POR OF LOT 20 LYG OF HWY AS DESC IN R696 PG 633
LOT 6 RW & EXC RW.

EXHIBIT B TO
RADIO COMMUNICATION SITE LEASE AGREEMENT
SITE PLAN

Site Plan for Glen Deven Ranch repeater site:
General overview of Glen Deven Ranch site.



Detail view of the Glen Deven Ranch repeater site. Repeater enclosure location and antenna pole are indicated by the arrow.



EXHIBIT C TO
RADIO COMMUNICATION SITE LEASE AGREEMENT
EQUIPMENT LIST

- PDU
- Cradlepoint
- Siteboss
- 1U Cable Manager
- DC to AC Inverter
- AC Power Strip
- Lorex NVR
- RX Multicoupler
- UHF Mimomax to Pt Sur
- CMD31A Glen Devon Repeater
- SO Primary Glen Devon Repeater
- County Interop Repeater
- Hybrid Transmit Combiner
- 24v to 12v Converter
- 24V Power Tray
- Backup Batteries

EXHIBIT C

Midcoast Rack			Moco Rack	
RU			RU	
45			45	PDU
44			44	Cradlepoint
43			43	Siteboss
42			42	1U Cable Manager
41			41	Inverter
40			40	AC Power Strip
39			39	Loxex NVR
38			38	
37			37	
36	Midcoast VHF Rptr		36	RX Multicoupler
35			35	
34	Additional Filtering		34	
33			33	UHF Mimomax to Pt Su
32			32	
31			31	
30			30	
29			29	
28			28	CMD31A Glen Devon
27			27	
26			26	
25			25	
24			24	SO Primary Glen Devon
23	Midcoast VHF Duplexer		23	
22			22	
21			21	Hybrid Transmit Combiner
20			20	
19			19	
18			18	
17			17	
16			16	
15			15	24V to 12V Converter
14			14	
13			13	24VDC Power System
12			12	
11			11	
10			10	
9	Battery Shelf 1		9	Battery Shelf 3
8			8	
7			7	
6			6	
5	Battery Shelf 2		5	Battery Shelf 4
4			4	
3			3	
2			2	
1			1	

V e r t i c a l C a b l e M a n a g e r

EXHIBIT D TO
RADIO COMMUNICATION SITE LEASE AGREEMENT

Before the commencement of work by Lessee on the Site, Lessee shall submit Certificates of Insurance and Endorsements evidencing that Lessee has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE

1. General Liability. Either Comprehensive General Liability Insurance or Commercial Liability Insurance or Self Insurance that is permitted and licensed by the State of California.
2. Automobile Liability Insurance. Either commercial auto insurance offered by insurance carriers licensed to sell auto liability insurance in California or Self Insurance that is permitted and licensed by the State of California.
3. Workers' Compensation and Employer Liability Insurance. Either standard insurance offered by insurance carriers or self-insurance that is permitted and licensed by the State of California.
4. Professional Liability Insurance. Either Self Insurance or standard coverage offered by insurance carriers, but only when the contract involves professional services such as engineering architectural, legal, accounting, instructing, consulting, medical, and other professional services.
5. Contractors Pollution Liability. Either standard insurance offered by insurance carriers or Self Insurance that is permitted and licensed by the State of California.
6. Waiver of Subrogation. Lessee's comprehensive general liability insurance or commercial liability insurance (if Lessee maintains either comprehensive general liability insurance or commercial liability insurance), automobile liability insurance (if Lessee maintains automobile liability insurance), worker's compensation insurance (if Lessee maintains worker's compensation insurance), and umbrella insurance policy (if Lessee maintains an umbrella insurance policy) shall provide a waiver of subrogation, in favor of Lessor.

B. MINIMUM LIMITS OF INSURANCE

1. General Liability. At least \$2,000,000 combined single limit per occurrence coverage for bodily injury, personal injury, and property damage, plus an annual aggregate of at least \$2,000,000; an umbrella policy may be used to attain such minimum coverage.
2. Automobile Liability. Policy limits shall be at least \$ combined single limit for bodily injury and property damage for autos used by Lessee to fulfill the requirements of this contract.
3. Workers' Compensation and Employer's Liability. Workers' Compensation and Employer's Liability. Workers' Compensation insurance at statutory limits and Employer's Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
4. Professional Liability Insurance. Professional liability insurance covering Lessee's negligent acts or omissions (for professional services in connection with this Site Lease Agreement) shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims made basis. Such professional liability insurance shall contain a one (1) year extended reporting period. If during the contract period or within two years after the contract has

expired or terminated, Lessee terminates professional liability insurance, Lessee shall promptly notify Lessor of its decision to terminate coverage, and then purchase an extended claims reporting provision that covers liability claims that may be filed within two years after work under this contract has been completed.

5. Contractors Pollution Liability. Contractors' pollution liability insurance shall be provided on claims made basis in an amount of \$2,000,000, \$2,000,000 total all claims. Contractor's pollution liability insurance shall be limited to environmental damages that occur as a result of Lessee's own actions that directly cause environmental damage (after the Effective Date) and not from, among other things,
 - (i) any preexisting conditions (preexisting the Date), and/or
 - (ii) actions of Lessor and/or others (actions of the Lessor and/or others prior to the Effective Date or at any time on and/or after the -Effective Date). Such contractor's pollution liability insurance shall contain a thirty (30) day extended reporting period.
6. Self-Insurance. If Lessee chooses to self-insure any of the coverages listed above, they must provide Lessor a letter from a duly licensed and accredited Actuary stating that their self-insurance program is being funding in accordance with actuarially recommended guidelines.

C. DEDUCTIBLES AND SELF-INSURED RETENTION

Insurance deductibles or self-insured retention must be declared on certificates of insurance. If Lessee maintains either Comprehensive General Liability Insurance or Commercial Liability Insurance, Lessee's deductible for either the Comprehensive General Liability Insurance or Commercial Liability Insurance shall be no greater than \$5,000.

D. OTHER INSURANCE PROVISIONS

General liability insurance policies only

The Lessee's policy shall be endorsed to provide the following coverages:

1. Additional Insured Endorsement. The Lessor shall be covered as insured as respects liability arising out of activities performed by or at the direction of the Lessee, including products and completed operations of the Lessee; premises owned, occupied or used by the Lessee; or automobiles owned, leased, hired or borrowed by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to Lessor.
2. Primary Insurance Endorsement. Lessee's insurance coverage shall be primary insurance (with the exception of Lessor's gross negligence or willful misconduct). Any insurance or self-insurance maintained by Lessor, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Separation of Insured Clause. Lessee's insurance shall apply separately to each insured, as though a separate policy had been issued to each, except the policy aggregates apply collectively to all insureds.

Construction contracts exceeding \$25,000. Construction contracts exceeding \$25,000 must also provide an endorsement for Automobile Liability insurance, which includes the items listed in D 1), 2) and 3) above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the Lessee's insurance carrier is not

licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

Lessee shall furnish the Lessor certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the Lessor before work under the contract has begun. The Lessor reserves the right to require complete, certified copies of all insurance policies required by this contract.

Lessee agrees to notify Lessor within five (5) working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Lessee shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Lessor certificates of insurance and endorsements before beginning work under this contract.