

COMMUNICATIONS VAULT LEASE

LEASE COVERING PREMISES LOCATED AT BEN LOMOND RADIO SITE SANTA CRUZ COUNTY
AGENCY CALIFORNIA HIGHWAY PATROL

Lease No.: L-1216

THIS LEASE, dated for reference purposes only, August 1, 2001; is made by and between the State of California, acting by and through its Director of General Services, with the approval of the **CALIFORNIA HIGHWAY PATROL**, hereinafter called STATE, and the **COUNTY OF MONTEREY**, hereinafter called LESSEE.

WITNESSETH:

WHEREAS, STATE has under its control communications facilities located in the County of Santa Cruz, State of California, commonly known as Ben Lomond Radio Site, and more particularly described as follows:

PROPERTY DESCRIPTION

Latitude of, 37 ° 07' 51" North and Longitude of, 122 ° 10' 03" West

WHEREAS, STATE'S policy is to make available communication facilities under its control, for such purposes, when it is for the benefit of the public and same is consistent with the State of California's programs and needs; and

WHEREAS, it is in the best interests of the STATE that such a lease be consummated on the terms and conditions herein contained:

NOW, THEREFORE, it is hereby mutually agreed as follows:

AREA

1. STATE does hereby lease to LESSEE and LESSEE does hereby hire from STATE an area of approximately four (4) square feet for one (1) communications vault rack space and one associated antenna assignment, hereinafter called Premises.

USE

2. (a) The Premises shall be used during the term hereof solely and only for the purpose of constructing, operating, and maintaining a telecommunications broadcast/receiver/repeater facility as described in LESSEE'S Radio Vault Space Application, State Form TD-311 consisting of nine (9) pages, attached hereto and made a part hereof, marked Exhibit "A", and all facilities necessary thereto and such other transmitting and receiving equipment as STATE may from time to time consent to in writing and for no other purpose or purposes whatsoever.

(b) LESSEE shall at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal statutes, laws, ordinances and regulations now in force, or which may be in force pertaining to the Premises.

(c) LESSEE shall not be responsible in any manner for the maintenance and repair of the equipment of the STATE, or its political subdivisions within the facilities provided by the STATE.

PERMITS AND APPROVALS

3. The parties agree that LESSEE'S ability to use the Premises is dependent upon LESSEE obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. STATE shall cooperate with LESSEE at no expense to STATE, in LESSEE'S effort to obtain such approvals and to execute any applications or other documents that may be required in connection with the said permits, licenses or other approvals.

TERM

4. The term of this Lease shall commence on September 1, 2001 and shall terminate on August 30, 2006; unless sooner terminated as provided herein.

EARLY TERMINATION

5. This Lease may be terminated by STATE as LESSOR or Monterey County as LESSEE, at any time by giving written notice at least ninety (90) days prior to the date when such requested termination shall become effective.

RENT

6. The first rental payment is due concurrently with the commencement of this Lease, and thereafter rent shall be due and payable **annually in advance** of the first day of **September**, during the remaining term of this Lease. Rent shall be payable as follows:

	TERM	PAYMENT (Annually)
Year 1	9/1/01 to 8/31/02	\$ 520.00
2	9/1/02 to 8/31/03	\$ 800.00
3	9/1/03 to 8/31/04	\$1100.00
4	9/1/04 to 8/31/05	\$1500.00
5	9/1/05 to 8/31/06	\$1650.00

LESSEE'S method of payment shall display the STATE'S Lease number as shown on page one of this document. Rental payments shall be mailed or delivered to:

California Highway Patrol
Accounts Receivable
P. O. Box 942898
Sacramento, California 94298-0001

ADMINISTRATIVE FEE

7. A portion of the one-time fee of FIFTEEN HUNDRED AND 00/100 DOLLARS (\$1,500.00), to cover the STATE'S costs associated with the preparation and administration of this Lease, has been **waived**. LESSEE is required to pay a remaining portion of this fee being, FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) to cover the above costs.

DEFAULT

8. LESSEE shall pay said rent without deduction, default, or delay. In the event of a breach of any of the other covenants herein contained on the part of LESSEE to be kept and performed, provided such default continues for thirty (30) days after written notice from STATE to LESSEE of such default, it shall be lawful for STATE to re-enter upon and to take possession of the Premises and to remove all persons, property and improvements therefrom. In the event that the STATE terminates this Lease pursuant to this paragraph, the STATE shall not be required to pay LESSEE any sum or sums whatsoever.

STANDARDS

9. LESSEE agrees to install, maintain, and operate its electronic equipment in accordance with the specific site standards and any other statutes pertaining to the use of electronic equipment. If LESSEE was in occupation under a previous lease, LESSEE will have one hundred and eighty (180) days from the commencement of this Lease to conform to any new site standards. In the event LESSEE'S installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the STATE, or any tenant at said site, LESSEE shall, at its sole cost and expense, upon receipt of written notification, forthwith cease the interfering installation or operation.

ELIMINATION OF INTERFERENCE

10. (a) If such hindrance, interference or obstruction cited in Paragraph 9 is not eliminated or does not fully cease within thirty (30) days after receipt by LESSEE from STATE of a notification of the existence thereof, STATE shall have the right to order cessation of LESSEE'S equipment as may be necessary to continuously eliminate said interference. In the event of LESSEE'S inability or refusal to eliminate such interference, STATE may at its option, immediately terminate this Lease and evict LESSEE.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at the Premises, of such equipment installed, or changes to said equipment, shall at the sole cost of LESSEE, be made by a qualified technical person representing LESSEE and a representative designated by STATE. If the test is satisfactory to both the technical person and the STATE representative, a certification of such test signed by both the technical person and the STATE representative shall be forwarded to STATE at locations indicated in Paragraph 15. Any costs incurred by the STATE to conduct compatibility testing will be reimbursed to the STATE within thirty (30) days upon receipt of billing or the Lease will be terminated.

(c) Any interference with the STATE'S electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of LESSEE'S equipment. Failure to do so immediately after being notified of such interference will be grounds for immediate termination of Lease and eviction of LESSEE.

COMPLIANCE WITH STATUTES

11. (a) The installation and maintenance of the electronic equipment of LESSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by the STATE, and be satisfactory to STATE. LESSEE shall at all times comply with the statutes, laws, ordinances and regulations of any competent government authority which are applicable to the operation and maintenance of such electronic equipment.

(b) If any of LESSEE'S improvements or equipment are destroyed by acts of nature, LESSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, that occupies no more physical space and that consumes no more electrical power. LESSEE shall immediately notify STATE of such items and the date the replacement is completed.

SUBLETTING AND CHANGE IN USE

12. LESSEE shall not transfer nor assign this Lease, and shall not sublet, license, permit or suffer any use of the Premises or any part thereof, provide communications equipment for the use of others, or cause or permit any change of any equipment installed in such Premises, including power outputs or changes in the use of the frequencies described in Exhibit "A", except upon making a written request to STATE for each such transaction and the obtaining of its prior written consent thereto. LESSEE shall display on each piece of equipment the appropriate license from the federal regulation agency.

**ACCESS TO
PREMISES**

13. Only the LESSEE, its properly qualified and its authorized agents, employees and contractors, shall have the right of ingress to and egress from said Premises. If communications equipment of LESSEE is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon the express consent of STATE having first been obtained.

**RIGHTS RESERVED
BY STATE**

14. (a) STATE reserves the right to use the real property involved (not including real property installed, erected or constructed by LESSEE) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to LESSEE.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said property.

(c) No priority or other rights shall attach to the use of any space in STATE'S building or on said site.

(d) STATE shall have the right at any time upon giving notice thereof to re-assign or re-allocate the amount or location of space for communications equipment for the use of LESSEE, STATE or anyone claiming under it. In the event that a space re-allocation is made, LESSEE shall, within sixty (60) days of receipt of notice thereof, remove or relocate its equipment in conformity with said re-allocation.

NOTICES

15. All notices herein provided to be given or which may be given, by any party to the other parties, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed to such parties at their addresses set forth below. The address to which the notices shall be mailed as aforesaid may be changed by written notice given by subject party to the other parties; but nothing herein contained shall preclude the giving of any such notice by personal service.

STATE:

Department of General Services
Real Estate Services Division
State Owned Leasing and Development (SOLD)
P.O. Box 989052
West Sacramento, CA 95605

STATE:

California Highway Patrol
Accounts Receivable
P.O. Box 942898
Sacramento, CA 94298-0001

LESSEE:

County of Monterey
Telecommunications Department
1590 Moffett Street
Salinas, CA 93905

PROHIBITED USES

16. LESSEE shall not commit, suffer, or permit any waste on the Premises or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the leased Premises for any illegal or immoral purposes.

**HOLD-OVER AND
LEASE RENEWAL**

17. (a) Should LESSEE hold over after the expiration of the term of this Lease with the consent of STATE, expressed or implied, said tenancy shall be deemed to be a tenancy only from month-to-month subject to a rent increase of five percent (5%) from the rate specified in Paragraph 6, and payable on a **monthly** basis in advance, subject otherwise to all the terms and conditions of this Lease insofar as applicable.

(b) STATE offers and LESSEE accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to LESSEE beyond the term stated above or as said term is reduced as provided herein.

**FIRE AND
CASUALTY
DAMAGES**

18. STATE will not keep improvements which are constructed or installed by LESSEE under the provisions of this Lease insured against fire or casualty, and LESSEE will make no claim of any nature against STATE by reason of any damage to the business or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State of California in the course of their employment.

**HAZARDOUS
WASTE**

19. LESSEE agrees that it will comply with all laws, either federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. (In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE'S illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.) Where the LESSEE is found to be in breach of this provision due to the issuance of a government order directing the LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE'S direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order. In the event a government order is issued naming the LESSEE or the LESSEE incurs any liability, during or after the term of the Lease, in connection with contamination which pre-existed, the LESSEE'S obligations and occupancy under this Lease or which were not caused by the LESSEE, STATE shall hold harmless, indemnify, and defend the LESSEE in connection therewith and shall be solely responsible as between LESSEE and STATE for all efforts and expenses therefore.

**IMPROVEMENTS
AND
MODIFICATIONS**

20. LESSEE shall at its sole cost and expense, have the right from time to time during its tenancy of the Premises to:

(a) Connect such wires and equipment to lines adjoining the Premises. All work done by LESSEE on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of the STATE or anyone claiming under it, and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Furnish, install and use in, upon, and under, and to remove from the Premises such wires, equipment and other property of whatsoever kind and nature as LESSEE deems necessary consistent with the purpose of this Lease as set forth in Paragraph 2 hereof.

(c) Improve the Premises in a manner consistent with the purposes of this Lease as set forth in Paragraph 2 hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of the STATE or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement shall be submitted to STATE in advance of such construction or enlargement, and shall be subject to written approval by STATE. STATE will not unreasonably withhold such approval, and such approval shall not constitute approval of any radio or electronic equipment installed or to be installed by LESSEE, and shall not relieve LESSEE of the obligation of complying with any and all terms and conditions of this Lease; LESSEE shall notify the STATE thirty (30) days prior to the actual installation.

(d) LESSEE hereby guarantees any and all work or services performed by LESSEE or LESSEE'S properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their telecommunications equipment at the STATE'S facility. Should the interruption or failure of STATE'S existing computer or building support systems occur due to, or in anyway be connected with LESSEE'S installation and/or maintenance of LESSEE'S equipment, all costs to repair or replace STATE'S existing systems will be the sole responsibility of LESSEE.

**DISPOSITION OF
LESSEE'S
IMPROVEMENTS**

21. All improvements constructed on and all other improvements placed on the Premises or its appurtenances by LESSEE, and all wires, equipment, and other property placed in, upon, or under the Premises or its appurtenances by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense, within sixty (60) days after termination of LESSEE'S tenancy of the Premises, but should LESSEE fail to do so within sixty (60) days after termination, STATE may do so at the risk of LESSEE, and all cost and expense of such removal as aforesaid shall be paid by LESSEE on demand; provided, however, upon said termination of LESSEE'S tenancy, LESSEE may, with the written consent of STATE, abandon in place any and all of said improvements, whereupon title to said improvements as abandoned by LESSEE shall vest in STATE.

**CONDITION OF
IMPROVEMENTS**

22. LESSEE shall not call on STATE to make any repairs or improvements on the Premises and LESSEE shall keep the same in good order and condition at its own expense.

ACCESS ROAD

23. STATE hereby grants to LESSEE a nonexclusive right to use, during the term of this Lease, the access road which serves Ben Lomond Radio Site. Said right shall be subject to provisions of Paragraph 13 thereof, and to the following conditions and terms:

(a) LESSEE shall exercise said right through its authorized agents, employees, contractors, or servants whenever it is necessary for them, or any of them to have access to LESSEE'S facilities, now or hereafter located on said Ben Lomond Radio Site.

(b) LESSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, LESSEE shall, at its expense, promptly repair any abnormal or excessive road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

(c) In the event locked gates are placed in fences now or hereafter crossing said road, LESSEE shall provide locks in such a manner that the gates may be used without disturbing the locks of others.

**VACATING THE
PREMISES**

24. LESSEE shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to STATE, all and singular, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

**INDEMNIFICATION
OF STATE**

25. This Lease is made upon the express condition that the STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE or property of any kind whatsoever and to whomever belonging, including LESSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, except those arising out of the sole negligence of the STATE. Each party agrees to indemnify and defend the other in the event of any claim, demand, cause of action, judgement, to the other in the event of any claim, demand, cause of action, judgement, obligation or liabilities, and all reasonable litigation and attorneys' expenses which each party may suffer as a direct and proximate result of the violation of any law, breach of any term of this Lease, negligence or other wrongful act by a party to this Lease or such party's employees, representatives, contractors, or any other person or persons acting with direct control or authority of such party or its employees. LESSEE further agrees to provide necessary Workers Compensation Insurance for all employees of LESSEE upon said Premises at the LESSEE'S own cost and expense.

**RECOVERY OF
LEGAL FEES**

26. If action is brought by the STATE for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the STATE against LESSEE, and if the STATE shall prevail in such action, the LESSEE shall pay to the STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

ELECTRIC SUPPLY

27. STATE shall supply, during the term of this Lease, electrical service to the leased Premises at no additional cost to LESSEE but shall make no guarantee as to the reliability of such service.

**EMERGENCY
POWER**

28. STATE shall supply and LESSEE shall receive emergency standby power service from STATE'S generator in said vault during any interruptions to the regular electric service. STATE shall not, however, undertake to supply said emergency standby service except when the same shall be required for use by STATE. STATE also makes no guarantee as to the reliability of such generator standby service.

**TAXES AND
ASSESSMENTS**

29. LESSEE agrees to pay all lawful taxes, assessments or charges which at any time may be levied by any public entity upon any interest in this Lease or any possessory right which LESSEE may have in or to the Premises or the improvements thereon by reason of LESSEE'S use or occupancy thereof or otherwise as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by LESSEE in or about said Premises. It is further understood that this Lease may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

**NON-
DISCRIMINATION**

30. (a) In the performance of this Lease, the LESSEE shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, or use of family care leave. LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) LESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereafter (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full. LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement. Further, LESSEE shall in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).

(d) Remedies for willful violations:

i. The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgement having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

ii. The STATE shall have the right to terminate this Lease agreement and any loss or damage sustained by the STATE by reason thereof shall be borne and paid for by the LESSEE.

AMERICANS WITH
DISABILITIES ACT

31. LESSEE shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, in order to make programs accessible to all participants and to provide equally effective communications.

INSURANCE

32. (a) LESSEE shall furnish a certificate of insurance with the STATE'S Lease Number indicated on the face of said certificate, issued to STATE with amounts of Commercial General Liability of at least \$1,000,000 per occurrence and Fire Legal Liability of at least \$100,000 naming the State of California, its officers, agents and employees as additional insureds. Said certificate of insurance shall be issued by an insurance company with a minimum Best Insurance Guide rating of A- or better.

(b) It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this paragraph. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE. LESSEE agrees that the insurance herein provided for shall be in effect at all times during the term of the Lease, all extensions thereof, hold-over periods or any other occupancy of the Premises by LESSEE. In the event said insurance coverage expires at any time or times during the term of this Lease, LESSEE agrees to provide STATE at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event LESSEE fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, immediately terminate this Lease upon the occurrence of such event.

(c) If LESSEE is self-insured, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. LESSEE shall

annually thereafter, on the anniversary of the date of execution of this Lease, provide STATE with a written acknowledgment of the continuation of its self-insured status. If, at any time after the execution of this Lease, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact.

EASEMENTS AND RIGHTS OF WAY

33. This Lease is subject to all existing easements and rights of way. STATE reserves the right to grant additional public utility easements, other easements and rights of way, as may be necessary and LESSEE hereby consents to the granting of such easements and rights of way. For public utilities, the public utility requesting an easement will be required to reimburse LESSEE for any damages caused by the construction work in the public utility easement area.

HOLD HARMLESS

34. This Lease is made upon the express condition that the STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy thereunder, except those arising out of the sole negligence of the STATE. LESSEE agrees to defend, indemnify and save harmless the STATE from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring. LESSEE further agrees to provide necessary Workers Compensation Insurance for all employees of LESSEE upon the Premises at the LESSEE'S own cost and expense.

LOSSES

35. STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery.

SEVERABILITY

36. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

RELOCATION

37. In the event that STATE terminates this Lease pursuant to its terms, LESSEE acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq, or any regulations implementing or interpreting such sections. LESSEE further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the Lease be terminated, and waives any such claims it may have.

CLEAR TITLE

38. At the termination of this Lease, or in the event of a breach of the express terms of this Lease by the LESSEE, and cancellation of this Lease by STATE, LESSEE shall execute and deliver to STATE within thirty (30) days a good and sufficient Quitclaim Deed to any rights arising thereunder. Should LESSEE fail or refuse to deliver said Quitclaim Deed, a written notice by STATE reciting said failure shall, after ten (10) day from the date of recordation of said notice, be conclusive evidence of such termination against LESSEE and all persons claiming under this Lease.

AUTHORITY

39. (a) Each individual executing this Lease on behalf of the County of Monterey as Lessee, represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said County in accordance with a duly adopted Resolution by the County of Monterey, Board of Supervisors; or in accordance with the Bylaws of said County, and that this Lease is binding upon said County in accordance with Lease terms.

(b) LESSEE shall, concurrently with the execution of this Lease, cause delivery to STATE a certified copy of the Resolution by the Board of Supervisors authorizing or ratifying the execution of this Lease.

**LESSEE
GUARANTEE**

40. LESSEE hereby guarantees any and all work or services performed by LESSEE or LESSEE'S properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at the STATE'S site. Should the interruption or failure of STATE'S existing computer or building support systems occur due to, or in anyway be connected with LESSEE'S installation and/or maintenance of LESSEE'S equipment, all costs to repair or replace STATE'S existing systems will be the sole responsibility of LESSEE.

RIGHT OF ENTRY

41. During the term of this Lease or any extension thereof, there shall be and is hereby expressly reserved to the STATE and to any of its agencies, contractors, agent, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon the Premises for survey, inspection, or any other lawful STATE purpose.

**PARTNERSHIP
DISCLAIMER**

42. LESSEE and any and all agents and employees of LESSEE shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained shall be construed as constituting the parties herein as partners.

**DEBT LIABILITY
DISCLAIMER**

43. STATE shall not be liable for any debts or claims that arise from the operation of this Lease.

CANCELLATION

44. Notwithstanding any other provisions contained herein, any violation of the terms of this Lease that continues for a period of thirty (30) days after written notice by the STATE to LESSEE, shall be grounds for immediate cancellation of the Lease and removal of the LESSEE.

**ENTIRE
AGREEMENT**

45. This Lease and all attached Exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

**AMENDMENTS AND
MODIFICATIONS**

46. No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

**SECTION
HEADINGS**

47. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

WAIVER

48. If the STATE waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by STATE to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease STATE'S right to insist thereafter upon strict performance by LESSEE. Waiver by STATE of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized STATE representative.

BINDING

49. The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

ESSENCE OF TIME

50. Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

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

STATE OF CALIFORNIA:

LESSEE:

APPROVAL RECOMMENDED:

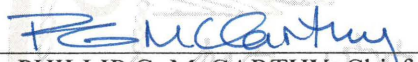
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
DEPARTMENT

COUNTY OF MONTEREY
TELECOMMUNICATIONS DEPT.

By: 
GEORGE FIELDS
Associate Real Estate Officer
1102 "Q" Street, Suite 6000
Sacramento, CA 95814-6511
916-323-5772

By: 
Dave Dalby
Telecommunications Director
1590 Moffett Street
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APPROVED:

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By: 
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DATE EXECUTED: 2-11-2002