### **LEASE**

by and between

PEBBLE BEACH COMPANY, a California general partnership,

as Landlord

and

**COUNTY OF MONTEREY**, a political subdivision of the State of California,

as Tenant

Dated March 1, 2016

(For Reference Purposes Only)

PBC Corporate Yard Communications Site Pebble Beach, California

### LEASE

This Lease ("Lease") is dated, for reference purposes only, as of March 1, 2016, and is entered into by and between PEBBLE BEACH COMPANY, a California general partnership ("Landlord"), and the COUNTY OF MONTEREY, a political subdivision of the State of California with an address at 168 W. Alisal St. Salinas, CA 93901, ("Tenant"). The "Effective Date" of this Lease shall be the latest date set forth beneath the signatures of the parties on the signature page of this Lease.

### RECITALS

WHEREAS, Tenant desires to lease certain property and install a Next Generation Enterprise Network Public Safety Radio System (NGEN) at PBC's communication facility located on Sunridge Road in Pebble Beach CA, within the County of Monterey, California. The Transmission Site ("Transmission Site") will consist of (i) three (3) antenna ("Antenna") situated on a pre-existing cell site tower ("Antenna Support"); (ii) a communications equipment area ("Transmission Devices Area"); and a permanent generator site. The exact locations and configurations of the Antennas and Device Areas/Sites are more specifically described in Exhibit A attached to this Lease.

WHEREAS, Landlord agrees to lease a portion of the real property located within the Transmission Site consisting of a location on the an existing tower for the Antenna, a ground space for the generator, and allow Tenant to sublease via a separate agreement certain space within the Transmission Devices Area which is currently leased to New Cingular Wireless PCS, LLC d/b/a AT&T ("AT&T Equipment Facility") (collectively, the "Premises"). The exact Premises location and Transmission Site are designated on Exhibit B attached to this Lease.

WHEREAS, Tenant desires to use the Premises for the purpose of installing, operating, repairing, replacing, removing and maintaining Tenant's NGEN radio communications equipment, together with all communications conduits, devices, electrical and other related connections ("Equipment List"), as set forth on the construction drawings and specifications attached as **Exhibit C** to this Lease.

WHEREAS, Tenant represents and warrants to Landlord that Tenant is duly licensed and authorized governmental agency to provide the Services from the Premises, and shall continue to remain duly licensed for the term of this Lease.

NOW THEREFORE, the Landlord and Tenant (individually, a "Party" and collectively, the "Parties") agree as follows:

### AGREEMENT

### 1. LEASE OF PREMISES

- 1.1 General. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to all of the covenants, conditions, terms and provisions in this Lease.
- 1.2 Condition of the Premises. As of the date of this Lease, Tenant has conducted, or has had the opportunity to conduct a comprehensive investigation of the intended locations of the Transmission Site, Antenna Support, Landlord's maps, plans, specifications and other documentation relating to the intended construction thereof, and all other matters which in Tenant's judgment may affect the suitability of the Transmission Site, Antenna Support, Transmission Device Areas and Premises for Tenant's intended use. Except as specifically set forth in this Lease, Tenant is leasing the Premises "as-is," with all faults, in its present state and condition based not on any representations by Landlord or any of Landlord's representatives, but solely based on Tenant's own inspection and investigation. Landlord makes no warranty that the Transmission Site, Antenna Support, Transmission Device Areas or Premises are suitable for Tenant's intended purpose or for any other purpose. Except as specifically set forth in this Lease, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises.
- 1.3 Access. Landlord hereby grants to Tenant, for the duration of this Lease, or any extensions hereof, a non-exclusive license to use the existing roadways and unpaved paths to the Transmission Site to provide physical access to the Premises by Tenant's personnel and equipment. Tenant shall have a non-exclusive right to pedestrian and vehicular access to the Premises at all times during the term of this Lease. Landlord reserves the right in its sole discretion to change the route of access provided that access to the Premises will continue to be available and that any change in access will not materially disrupt the use or access of the Premises by Tenant. Except in the case of an emergency, Tenant's access shall be limited to the hours of 8:00 a.m. to 5:00 p.m. (California time) Monday through Friday. Notwithstanding the above, Tenant acknowledges and agrees access to the AT&T Equipment Facility area subleased from New Cingular Wireless PCS, LLC ("AT&T Wireless") additionally will be governed by the terms and conditions of a separate Access Agreement entered into between Tenant and New Cingular Wireless PCS, LLC d/b/a AT&T.

### 2. USE OF THE PREMISES

2.1 Use. Tenant shall use the Premises solely to install, operate, repair, replace, upgrade, remove and maintain the Telecommunication Devices for the term of this Lease as one or more of Tenant's communications transmitting and receiving facilities for facilitating public safety communications among emergency services providers to the benefit of the public Tenant shall make no other use of the Premises or the Telecommunication Devices without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Tenant will not store any materials in the Transmission Devices Area and will use the Transmission Devices Area solely for the Telecommunication Devices and not for any other purpose. Landlord and its agents may enter and inspect the Transmission Devices

Area at any time, provided that such entry or inspection shall not include entry to Tenant's equipment cabinets, nor interfere in any material way with Tenant's communications operations or result in any damage to Tenant's Telecommunications Devices therein.

- 2.2 Compliance with Laws. Tenant shall not use or occupy, and shall not permit or suffer the Premises or the Telecommunication Devices to be used or occupied in any manner which would violate any license, permit, or other governmental authorization that is required for Tenant's lawful use or occupancy of the Premises or the Telecommunication Devices ("Operating Permits"). If any Operating Permits are required for the lawful use or occupancy of the Premises or the Telecommunication Devices, Tenant shall procure and maintain such Operating Permits at Tenant's sole cost and expense and without burden or detriment to Landlord throughout the term of this Lease. Tenant covenants, warrants and agrees that all use and occupancy of the Premises and the Telecommunication Devices shall at all times be in accordance with all applicable laws, rules, ordinances, orders, decrees, regulations and requirements now or hereafter enacted, issued or promulgated by federal, state, county, municipal or other governmental agencies, bodies or courts having or claiming jurisdiction and all their respective departments, bureaus and officials ("Laws").
- 2.3 Non-Exclusive Use. The rights granted in this Lease are not exclusive. Landlord shall have the right to use the Transmission Sites, or any portion thereof other than the Premises, during the term of this Lease, conditioned upon such other uses not interfering with the reasonable quiet enjoyment and use of the facility by Tenant in accordance with the terms of this Lease.
- 2.4 Compatibility with Operations of Others. This Lease, Tenant's rights to use the Premises as provided herein, and the installation of Telecommunication Devices by Tenant shall be conditioned upon Tenant not interfering in any material way with the present communications operations of Landlord or Landlord's other tenants who are not licensed wireless communications carriers, or with the pre-existing communications operations licensed wireless communications carriers. Tenant shall operate its Telecommunications Devices solely pursuant to the specifications attached in Exhibit C and in accordance with FCC Rules and Regulations. Tenant shall take all commercially reasonable steps to (i) avoid measurable radio frequency interference with the communications operations of Landlord or other tenants of Landlord who are not licensed wireless communications carriers, or with the pre-existing or future communications operations of any other tenants of Landlord who are licensed wireless communications carriers and (ii) in the event of interference with Tenant's operations from the Premises, cooperate with other licensed wireless communications carriers to eliminate the interference. If Tenant's Telecommunication Devices interfere with future, potential tenants of the Antenna Tower, Tenant agrees to use best efforts to work with Landlord and any future tenants to alleviate such interference.

### 3. TERM

3.1 Initial Term. The initial term of this Lease ("Initial Term") is ten (10) years commencing upon the date that a valid building permit to Tenant is issued by the County of Monterey ("Commencement Date"). The Parties shall execute and deliver a memorandum confirming the Commencement Date as soon as it has been determined. Notwithstanding the

above, Tenant acknowledges and agrees that access to the AT&T Equipment Facility portion of the premises will be governed by a separate access agreement and Tenant's rights to access of the AT&T Equipment Facility may terminate prior to the termination of the Initial Term for one of the following: (i) pursuant to the terms and conditions of the access agreement; (2) early termination of AT&T's current lease with Landlord which expires on September 30, 2019, or (3) failure to extend by AT&T of its current lease upon expiration on September 30, 2019. In the event that Tenant's access to the AT&T Equipment Facility is terminated by one of the above, Tenant agrees to construct, at its own cost and expense, its own equipment shelter to hold the Transmission Devices, in accordance with mutually agreed upon specifications, at a mutually agreed upon location, within the Premises. Tenant shall receive written notification no less than One Hundred Twenty (120) days' notice of intent of termination by AT&T Wireless.

- 3.2 Extension of Initial Term. Subject to all the provisions of this Lease, Tenant shall have one (1) option to extend the term of this Lease beyond the Initial Term for an additional period of five (5) years duration individually as to each Transmission Site (the "Option Period"). With regard to the Option Period, all references in this Lease to the term of this Lease shall be considered to mean the term as extended, and all references to termination or to the end of the term shall be considered to mean the termination or end of the term as extended. Tenant's right to exercise the option and the effectiveness of any notice of exercise of the option is, in each instance, subject to the following conditions precedent:
- A. The Lease shall be in full force and effect at the time notice of exercise of the option is given.
- B. The Lease shall be in full force and effect on the last day of the term during which notice of exercise of the option is given.
- C. Landlord shall not have given to Tenant two (2) or more notices of an Event of Default (as defined in <u>Section 11.1</u> of this Lease) during the immediately preceding 5-year period.
- D. Tenant shall have no right to exercise the option during the period commencing on the day Landlord gives to Tenant a notice of default and continuing until the default alleged in said notice of default is cured to meet the current contractual language of the lease; or during the period commencing on the day after any unpaid Rent is due from Tenant, without any necessity for notice thereof to Tenant, and continuing until the Rent is paid in full. The period of time within which the option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the option during any of the periods defined in this subparagraph.
- 3.3 Manner of Exercise. This option will automatically exercise upon expiration of the initial term. Notwithstanding anything to the contrary set forth herein, the Option Period shall commence unless either Parties provide notice of termination.
- 3.4 Rental Caveat. If, during the initial term of the Lease the Landlord is unable to lease part of the site to other communications operations licensed wireless communications

carriers solely because of radio interference caused by Tenant then Landlord reserves the right to withdraw this extension option.

- 3.5 Surrender of Premises. At the expiration of the term or earlier termination of this Lease, Tenant shall remove all of its Telecommunication Devices, restore the Premises to the same condition which existed prior to the installation of the Tenant's Telecommunication Devices at the Premises by or on behalf of Tenant, normal wear and tear and damages to the Premises not caused by Tenant or Tenant's agents or contractors excepted, and surrender to Landlord the possession of the Premises and convey all of its right, title and interest therein to Landlord. Notwithstanding the above, Landlord may require Tenant to leave the Antenna Support Devices. Tenant shall leave the surrendered Premises in good and clean condition. Any Telecommunication Devices, trade fixtures and personal property that remain on the Premises at the expiration of the term or sooner termination of this Lease shall be deemed abandoned and may be retained or disposed of by Landlord in any manner and at Landlord's sole discretion. If Tenant fails to surrender the Premises at the expiration of the term or sooner termination of this Lease, and in the manner required under this Lease, Tenant shall defend and indemnify Landlord from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Tenant's failure to surrender.
- 3.6 Holding Over. This Lease shall terminate without further notice at expiration of the term. Any holding over by Tenant after expiration shall not constitute a renewal or extension or give Tenant any rights in or to the Premises or Telecommunication Devices.

### 4. RENT

- 4.1 Monthly Rent. Tenant shall pay Landlord in advance on the first (1<sup>st</sup>) day of each calendar month during the term of this Lease, without abatement, deduction, diminution, offset or reduction (except as provided in Section 9.2 in the case of damage or destruction of a Premises or in Section 10.2 in the case of a governmental taking of a Premises, rent in the amount of One Thousand Five Hundred Dollars (\$1,500) per month, plus any applicable rental adjustments due pursuant to Section 4.2 below, (collectively the "Monthly Rent"). Monthly Rent for any partial month shall be prorated at the rate of one-thirtieth (1/30) of the Monthly Rent per day. Monthly Rent for the first full calendar month of the term, and any partial calendar month prior to the first full month, shall be paid on the Commencement Date.
- **4.2 Rental Adjustment.** The Monthly Rent provided above shall not be increased periodically during the term of this Lease.
- 4.3 Utility Charge. Subject to any particular design constraints at a Transmission Site that would make such a request impracticable, Tenant may request that Pacific Gas and Electric Company ("PG&E") install, at Tenant's sole cost, separate utility meters at the Transmission Sites serving Tenant exclusively. If PG&E is unwilling or unable to install separate utility meters at a Transmission Site, Landlord, or Landlord's tenant, AT&T Wireless, may install utility sub-meters at a Transmission Site for the purpose of allocating utility charges among the tenants at the site. If any utility meters at any Transmission Site serve more than one tenant, the utility charge, and associated utility taxes, will be paid by Landlord, or Landlord's

tenant, AT&T Wireless, and prorated among the tenants whose premises are served by the meter on a fair and equitable basis as reasonably determined by Landlord. The common utility costs for HVAC, sump pumps, common lighting, emergency power, and any other common utilities for a Transmission Site will likely be provided through a common utility meter and, as such, will be paid by Landlord, or Landlord's tenant, AT&T Wireless, and charged back to Tenant for reimbursement based on the Tenant's pro-rata share of the use of such utility.

### 5. LATE CHARGES AND INTEREST

- Monthly Rent will cause Landlord to incur costs which are not contemplated by this Lease, the exact amount of which are extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, late charges which may be imposed on Landlord by the terms of any encumbrance and note secured by any encumbrance covering the Premises and additional property management fees. Therefore, if any payment of Monthly Rent due from Tenant is not received by Landlord when due, Tenant shall pay to Landlord as a late charge an additional sum of ten percent (10%) of the Monthly Rent which is due but unpaid. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord.
- 5.2 Interest on Delayed Payments. If Tenant shall fail to pay, when the same is due, any Monthly Rent, such unpaid amount shall bear interest from the due date to the date of payment at the maximum rate allowed by applicable usury law, or if there be no such rate at ten percent (10%) per annum.

### 6. CONSTRUCTION AND MAINTENANCE

Installation of the Telecommunications Devices. Promptly following the 6.1 Commencement Date, Tenant shall install the Telecommunication Devices strictly in accordance with the construction drawings and specifications attached as Exhibit B to this Lease ("Construction Drawings"). Tenant may not install all or any portion of the Telecommunication Devices prior to the Commencement Date. Any changes or modifications to the construction drawings must be approved by Landlord, which approval may be given, conditioned or withheld in Landlord's sole and absolute discretion. Tenant shall obtain all necessary Operating Permits prior to commencing installation of the Telecommunication Devices, and shall provide Landlord with fifteen (15) days' notice prior to the starting installation to permit Landlord to post notices of non-responsibility. All Tenant contractors and subcontractors shall be duly licensed in the State of California and shall be contractually bound by Tenant to be in full compliance of OSHA and all other applicable state and federal regulations. All costs associated with the installation of the Telecommunication Devices shall be the responsibility of Tenant. Within ten (10) days after the notice from Landlord that the Premises is Commencement Date, Tenant shall deliver to Landlord, for Landlord's approval and use, an installation schedule specifying the time frames and logistics of Tenant's installation of the Telecommunication Devices, which installation schedule shall be in such detail, and contain such supporting information, as Landlord may reasonably request. Landlord reserves the right to require Tenant to modify, at Tenant's sole cost and expense, the installation schedule and any detail of Tenant's installation of the Telecommunication Devices so as to ensure that Tenant's installation does not have any adverse effect whatsoever upon Landlord's operation of the resorts, Del Monte, golf courses, or any other business of Landlord conducted in, on or about the Premises. Tenant shall comply with all installation procedures, rules and limitations so reasonably imposed by Landlord. Tenant shall hold Landlord harmless from and indemnify, protect and defend Landlord against any loss or damage to the Transmission Site and against injury to any persons caused by Tenant's actions pursuant to this Section 6.2 during such installation, including, without limitation, any damage to the panels on the Antenna Supports that Tenant must remove and replace to access Tenant's location on the Antenna Supports.

- 6.2 Duty to Maintain. Throughout the term, Tenant shall, at Tenant's sole cost and expense, maintain the Telecommunication Devices in first class condition and repair and in accordance with all Permits, Laws, rules, orders, regulations or requirements now or hereafter enacted, issued or promulgated by the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction and all commercially reasonable requirements of the Tenant's insurance companies insuring the Premises or the Telecommunication Devices (the "Insurance Requirements"). As used in this paragraph, "first class condition and repair" shall mean a top-quality, clean and finished appearance with all surface finishes unmarred and in good condition and repair. Tenant shall promptly and diligently repair, restore, alter, add to, remove, maintain and replace, as required, the Telecommunication Devices in order at all times to comply with all Permits, Laws and Insurance Requirements. No limitation of use resulting from any event or work contemplated by this paragraph shall entitle Tenant to any abatement, deduction, diminution, offset or reduction in Rent, nor to any termination or extension of the term.
- Tenant's Maintenance Activities or Alterations. Except as provided in Section 6.3 6.4. Landlord's approval is not required for (i) ordinary, routine maintenance of existing Telecommunication Devices ("Maintenance") or (ii) alteration, upgrade, addition to, or removal of, any Telecommunication Devices, ("Alteration"); provided that, in all events, such Maintenance and Alteration shall be in accordance with all applicable governmental requirements. Tenant shall notify Landlord of Tenant's intention to commence any regular Maintenance or Alteration (i) at least twenty-four (24) hours before commencing any such work within the Transmission Devices Area and (ii) at least seven (7) days before commencing any such work within the Antenna Support. Before commencing any work within the Antenna Support, Tenant shall provide to Landlord a work schedule specifying the time frames and logistics of Tenant's Maintenance or Alteration, which installation schedule shall be in such detail, and contain such supporting information, as Landlord may reasonably request. Landlord reserves the right to regulate any detail of Tenant's Maintenance or Alteration so as to ensure that Tenant's work does not have any reasonably adverse effect upon all or any portion of the Transmission Site, the use or occupancy of the Transmission Site by others, or Landlord's operation of the Pebble Beach resorts, golf courses, hotels, or any other business of Landlord conducted in, on or about the Del Monte Forest.
- 6.4 Landlord Approval Required. Before any Alteration is commenced on the Premises which Alteration will, or reasonably should be expected to, (i) alter Tenant's electrical needs, or (ii) alter the heat generation of the Telecommunication Devices ("Material")

Alteration"), Tenant shall, in addition to the requirements of <u>Section 6.3</u>, comply with all the following conditions:

- A. Tenant shall deliver to Landlord, for Landlord's approval, two (2) sets of preliminary construction drawings and specifications about the nature of the Material Alteration and about any effect on the Transmission Site. Tenant shall obtain the prior approval and consent of Landlord with regard to the preliminary construction drawings and specifications for a Material Alteration, which approval shall not be unreasonably withheld by Landlord. Approval or disapproval shall be communicated in the manner provided for notices, and disapproval shall be accompanied by specification of the grounds for disapproval; provided that Landlord's failure to disapprove the preliminary equipment construction drawings and specifications within thirty (30) days after receipt thereof by Landlord shall be conclusively considered to be approval by Landlord.
- B. Tenant shall notify Landlord of Tenant's intention to commence any Material Alteration at least fifteen (15) days before commencement of any such work. The notice shall specify the location and nature of the intended work. Landlord shall have the right to post and maintain on the Premises any notices of non-responsibility provided for under applicable law, and to inspect the Premises and Telecommunication Devices in relation to such work at all reasonable times.

### 7. OWNERSHIP OF IMPROVEMENTS

7.1 Ownership of Improvements During Lease Term. The Premises does not include any improvements currently located on the Transmission Sites or as may hereafter be constructed on the Transmission Sites (other than the Telecommunication Devices to be installed thereon by Tenant), irrespective of whether or not such improvements may be construed as affixed to or as constituting a part of the Premises. Nothing contained in this Lease shall be construed as granting to Tenant any property or ownership rights in the Transmission Sites or to create a partnership or joint venture between Landlord and Tenant. Any improvements, additions to or alterations of the Transmission Sites (other than the Telecommunication Devices to be installed thereon by Tenant) shall remain the property of and belong to Landlord.

### 8. ASSIGNMENT, SUBLETTING AND SUCCESSORS

8.1 Assignment and Subletting.

- A. Tenant may assign this Agreement, without written consent by Landlord, to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or part of Tenant's assets in the market defined by the FCC in which the Premises are located by reason of a merger, acquisition, or other business reorganization including formation of a Joint Powers Authority. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer with the written consent of Landlord its interest in this Agreement to any financing entity, or agent on behalf of any financing entity, to whom Tenant (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 Landlord shall not be granted until Landlord receives satisfactory documentation evidencing Tenant's Assignee's assumption of the terms and conditions of this Agreement. Tenant shall not encumber the Premises in any manner whatsoever.
- B. Should Tenant (including any subsequent assignee or subtenant) request Landlord's consent to an assignment of this Lease, or the subleasing of all or any portion of the Premises, Tenant shall submit in writing to Landlord:
- (1) The name and address of the proposed assignee or sublessee and its relationship, if any, with Tenant;
- (2) The terms and conditions of the proposed assignment or sublease (including, a copy of any written agreement);
- (3) The nature and character of the business of the proposed assignee or sublessee;
- (4) Banking, financial and other credit information relating to the proposed assignee or sublessee reasonably sufficient to enable Landlord to determine the proposed assignee's or sublessee's financial responsibility; and
- (5) The sum of One Thousand Five Hundred Dollars (\$1,500.00) as a transfer fee to reimburse Landlord for its expenses in reviewing Tenant's request.
- C. No consent by Landlord shall constitute a further waiver of the provisions of this Section 8.1.
- D. Tenant agrees to pay to Landlord as additional rent any sum received by Tenant on account of assignment or subleasing of the Premises which exceeds the amount of rent and other charges otherwise due to Landlord hereunder. Such additional rent shall be due and payable to Landlord as and when the same is received by Tenant.
- E. Should this Lease be assigned, Landlord may collect Rent from the assignee, sublessee or occupant and apply the net amount collected to the Rent herein reserved, but no such assignment shall be deemed a waiver of any term of this Lease.

- F. Any assignment, sublease or other unauthorized use of the Premises without Landlord's consent shall be voidable and, at the election of Landlord, shall constitute a default under the terms of this Lease.
- G. Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent (but with written notice to Landlord) its interest in this Lease to (i) to any entity that controls, is controlled by or is under common control with Tenant, (ii) any successor to all or substantially all of Tenant's assets by merger, consolidation, or liquidation, or the sale, conveyance, or other transfer of a controlling interest in Tenant.
- 8.2 Subordination. Tenant agrees upon request of Landlord to subordinate this Lease and Tenant's rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, together with any conditions, renewals, extensions, or replacement thereof, now or hereafter placed, charged or enforced against any interest of Landlord in this Lease, in the leasehold estate thereby created or in the Premises, and deliver, at Landlord's cost, at any time or from time to time within ten (10) days of written demand by Landlord, such documents as Landlord may reasonably request to effectuate such subordination.
- 8.3 Transfers by Landlord. In the event of any transfer of interest hereunder by Landlord, whether by sale, foreclosure, exercise of a power of sale under a deed of trust or otherwise, Tenant shall attorn to such transferee of Landlord and recognize such transferee as Landlord under this Lease. In the event of such a transfer of Landlord's interest hereunder, then from and after the effective date of such transfer, Landlord shall be released and discharged from any and all obligations under this Lease except those already accrued.
- 8.4 Successors. All of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrator, successors and assigns of the Parties, provided that nothing in this Section 8.4 shall be deemed to permit any assignment, subletting, occupancy or use contrary to the provisions of this Article 8.

### 9. INSURANCE, DESTRUCTION & INDEMNITY

- 9.1 All-Risk Coverage. Throughout the term of the Lease, Tenant, at Tenant's sole cost and expense, shall provide and maintain adequate insurance with respect to the Premises and the Telecommunication Devices. Tenant, at Tenant'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 Tenant is self-insured in any or all of the aforementioned insurance areas, a letter certifying that Tenant is lawfully self-insured shall be furnished upon request of the Landlord prior to execution of this Agreement, or during the term of the Agreement. The procuring of the policy or policies of insurance or certifications of self-insurance as required by Exhibit D shall be construed to fulfill the indemnification provisions of this Agreement
- 9.2 Damage or Destruction. If the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance

adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Section 9.2, restore the Premises. Such restoration shall be to substantially the same condition of the Premises prior to the casualty, except for modifications required by zoning and building codes and other laws or any other modifications to the Premises deemed desirable by Landlord, provided that access to the Premises and Tenant's ability to use and occupy the Premises following restoration shall not be materially impaired. Promptly following Substantial Completion by Landlord of the restoration, Tenant shall, at its sole cost and expense, repair any injury or damage to the Telecommunication Devices installed on the Premises and shall return such Telecommunication Devices to their original condition. Prior to the Tenant's restoration of the Telecommunication Devices, Tenant shall submit to Landlord, for Landlord's review and approval, all plans, equipment specifications and drawings relating thereto. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business, resulting in any way from damage to the Premises or the repair thereof, provided however, that if such fire or other casualty shall have damaged a portion of the Premises necessary to Tenant's occupancy, Landlord shall allow Tenant a proportionate abatement of Rent during the time and to the extent the Premises is unfit for occupancy for the purposes permitted under this Lease, and not occupied by Tenant as a result thereof, provided, further, however, that if the damage or destruction is due to the negligence or willful misconduct of Tenant or any of its agents, employees, contractors, invitees or guests, there shall be no abatement of Rent. Tenant's right to rent abatement pursuant to the preceding sentence shall terminate as of the date which is reasonably determined by Landlord to be the date Tenant should have completed restoration of the Telecommunication Devices assuming Tenant used reasonable due diligence in connection therewith.

- 9.3 Waiver of Statutory Provisions. The provisions of this Lease constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, or the Telecommunication Devices, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Premises, or the Telecommunication Devices.
- 9.4 Workers' Compensation. Throughout the term of this Lease, at Tenant's sole cost and expense, Tenant shall keep and maintain workers' compensation insurance covering all persons employed by Tenant in, on or about the Premises or Telecommunication Devices or employed with respect to the installation, maintenance or use of the Telecommunication Devices in the form and coverage required by applicable law.
- 9.5 Other Insurance. If Tenant commits, permits, or causes the conduct of any activity or the bringing or operation of any equipment on or about the Premises or Telecommunication Devices creating unusual hazards, Tenant shall promptly procure and maintain in force, during such activity or operation, insurance sufficient to cover the risks represented thereby and Landlord's reasonable demand for unusual hazard insurance shall not constitute a waiver of Landlord's right to demand the removal, cessation, or abatement of such activity or operation.

- 9.6 Indemnification by Tenant. Landlord shall not be liable, and Tenant shall defend and indemnify Landlord against and hold Landlord harmless from, all claims, demands, actions, liability and expense in any way arising from, or in connection with the occupancy or use of the Premises by Tenant from any cause whatsoever occurring at any time during the term of this Lease, excluding Landlord's negligence and Landlord's willful misconduct. Tenant waives all claims against Landlord for damage or injury to person or property arising, or asserted to have arisen, from any cause whatsoever, excluding those arising from Landlord's negligence or Landlord's willful misconduct. Without limiting the generality of the foregoing, Landlord shall not be liable, and Tenant shall defend and indemnify Landlord against and hold Landlord harmless from all liability and claims of liability resulting from the generation, storage or disposal of hazardous substances on the Premises, or the transportation of hazardous substances to or over the Premises by Tenant or its agents, occurring on or after the Effective Date, including all attorneys' fees and costs incurred as a result thereof. For the purposes of this paragraph, "hazardous substances" shall include, but shall not be limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. section 1317 et seq.; the Toxic Substances Control Act, 15 U.S.C. section 2601 et seq.; any environmental statute of the State of California setting forth any such definition; or any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.
- 9.7 Indemnification by Landlord. Tenant shall not be liable, and Landlord shall defend and indemnify Tenant against and hold Tenant harmless from all liability and claims of liability, for damage, loss, expenses, or liability resulting from the generation, storage or disposal of hazardous substances on or about the Premises, or the transportation of hazardous substances to or over the Premises, by or on behalf of the Landlord occurring prior to, on or after the Commencement Date, including all attorneys' fees and costs incurred as a result thereof. For the purposes of this paragraph, "hazardous substances" shall have the meaning set forth in Section 9.6 of this Lease. To Landlord's current, actual knowledge, without independent investigation, the Premises has not previously been used for the generation, storage or disposal of hazardous substances.

### 10. CONDEMNATION

10.1 Taking. If the whole or any part of a Premises shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, either Party shall have the option to terminate this Lease as to that Transmission Site effective as of the date possession is required to be surrendered to the authority. If any part of a Transmission Site is taken or condemned for a public or quasi-public use, and there is such a change in the character of the Transmission Site as to prevent Tenant from using the Premises in substantially the same manner as theretofore used, or if access to the

Premises is substantially impaired, in each case for a period in excess of one hundred eighty (180) days, Tenant shall have the option to terminate this Lease as to that Transmission Site effective sixty (60) days from notice of termination delivered to Landlord. If any part of a Transmission Site is taken or condemned for a public or quasi-public use, and either party does not elect to or have the power to terminate this Lease as set forth above in this Section, then this Lease shall continue in full force and effect in accordance with all of its terms, including, Rent.

10.2 Temporary Taking. In the event of a temporary taking of all or any portion of a Transmission Site for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate as to that Transmission Site but, if there is such a change in the character of the Transmission Site as to prevent Tenant from using the Premises in substantially the same manner as theretofore used, or if access to the Premises is substantially impaired, in each case for the period of the temporary taking, the Monthly Rent shall be equitably abated based on the extent to which the temporary taking interferes with Tenant's use and occupancy of the Premises.

### 11. **DEFAULT**

- 11.1 Event of Default. The occurrence of any of the following events shall be a default by Tenant ("Event of Default") and a material breach of this Lease.
  - A. Abandonment or surrender of the Premises or of the leasehold estate.
- B. Tenant's failure to pay any Rent due hereunder when due if such failure shall continue for ten (10) days after written notice thereof from Landlord to Tenant.
- C. Tenant's failure to procure and continuously maintain throughout the term of this Lease any and all Operating Permits required for the lawful use or occupancy of the Premises or the Telecommunication Devices.
- D. Tenant's failure to perform any of its other promises, covenants or agreements contained in this Lease if default shall continue for thirty (30) days after written notice thereof from Landlord to Tenant or, if such default cannot be cured within such thirty (30) day period, Tenant shall not be in default if it commences to cure the default within the thirty (30) day period and proceeds diligently and in good faith to complete the cure as promptly as possible thereafter.
- E. The subjection of any right or interest of Tenant in, to or under this Lease to attachment, execution, or other levy, or to seizure under legal process, if not released within ninety (90) days.
- F. If not released within ninety (90) days, the appointment of a receiver to take possession of the Premises or the Telecommunication Devices or of Tenant's interest in, to and under this Lease, the leasehold estate or of Tenant's operations on the Premises for any reason, including, without limitation, or voluntary or involuntary bankruptcy proceedings.
- G. An assignment by Tenant for the benefit of creditors; or the voluntary filing by Tenant or the involuntary filing against Tenant of a petition, other court action or suit

under any law for the purpose of adjudicating Tenant as bankrupt, extending time for payment, satisfying Tenant's liabilities, or arranging reorganization, dissolution, or arrangement on account of, or to prevent, bankruptcy or insolvency; provided, however, that in the case of an involuntary proceeding, if all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the filing or other initial event, then Tenant shall not be in default under this subparagraph.

All time periods for notice set forth in this <u>Section 11.1</u> are in lieu of (and not in addition to) any time period f or notice set forth in any statute including, without limitation, the unlawful detainer statutes of the State of California.

- 11.2 Landlord's Right to Cure. After expiration of the applicable time for Tenant to cure a particular default, or before the expiration of that time in the event of emergency or other condition which if not remedied by the curing of such default could materially and adversely affect Landlord's rights or security under this Lease, Landlord may, but is not obligated to, make any payment required of Tenant under this Lease, or perform or comply with any covenant imposed on Tenant under this Lease, and the amount so paid plus the reasonable cost of any such performance or compliance, including, without limitation, attorneys' fees and disbursements, plus interest on such sum from the date of payment, performance, or compliance (an "Act"), shall be deemed to be an additional rent payable by Tenant with the next succeeding installment of Monthly Rent provided that Landlord has, at least ten (10) days before such installment of Monthly Rent is due, given Tenant written notice of the Act, of the basis therefore, and of the costs incurred. No such Act shall constitute a waiver of default or of any remedy for default or render Landlord liable for any loss or damage resulting from the Act.
- 11.3 Remedies. If any Event of Default shall continue uncured (following the giving of notice if provided under this Lease and the lapse of time required under the applicable provision of this Lease), Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative:
- A. Landlord can continue this Lease in full force and effect. In such case, the Lease will continue in effect so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect all Rent when due. No act by Landlord allowed by this subparagraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease.
- B. Landlord can terminate Tenant's right to possession of the Premises and/or the Transmission Sites at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:
- (1) The worth, at the time of the award, of the unpaid Rent that had been earned at the time of termination of this Lease;

- (2) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of the award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided;
- (3) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of the award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided;
- (4) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. "The worth, at the time of the award" as used in subdivisions (1) and (2) of this subparagraph is to be computed by allowing interest at the maximum rate allowed by applicable usury law at that time, or if there is no such maximum, at ten percent (10%) per annum. "The worth, at the time of the award," as referred to in subdivision (3) of this subparagraph is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).
- C. In the event of Tenant's default and Landlord's re-entering of the Premises, Tenant agrees to pay to Landlord, as an additional item of damages, the cost of repairs, alterations, lease commissions and Landlord's other expenses incurred in reletting the Premises to a new tenant.
- D. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.
- 11.4 Landlord's Default. Landlord shall not be considered to be in default under this Lease unless (a) Tenant has given notice specifying the default, and (b) Landlord shall have failed to promptly and diligently cure the default within thirty (30) days after the notice is given, plus any additional period that is reasonably required for the curing of the default if such default is not reasonably susceptible to being cured during such period, so long as Landlord continuously and diligently proceeds to cure such default.
- 11.5 Unavoidable Delay. Any prevention, delay, nonperformance, or stoppage due to strikes, lockouts, labor disputes, riots, insurrection, war and other causes beyond the reasonable control of either party shall excuse nonperformance for a period of time equal to the period any such preventions, delay, nonperformance, or stoppage.

11.6 Waiver. No waiver of any default shall constitute a waiver of any other breach of default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of the payment of any Rent pursuant to this Lease shall not constitute a waiver of any preceding default by Tenant other than default in the payment of the particular Rent so accepted, regardless of Landlord's knowledge of the preceding breach at the time of accepting the payment, nor shall acceptance of any payment after termination constitute a reinstatement, extension, or renewal of the Lease or revocation of any notice or other act by Landlord.

### 12. MISCELLANEOUS

12.1 Notices. All notices must be in writing. Notice is considered given either (a) when delivered in person to the person intended named below, or (b) deposited in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Tenant:

County of Monterey

Attn:

Contract/Purchasing Officer

168 W. Alisal Salinas, CA 93901

With a copy to:

William Harry

County of Monterey

Director of Emergency Communications

1322 Natividad Road Salinas, CA 93906

Landlord:

Pebble Beach Company

P.O. Box 1767

Pebble Beach, CA 93953 Attn: David Heuck

With a copy to:

General Counsel

Pebble Beach Company 4005 Sunridge Road Pebble Beach, CA 93953

Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

12.2 Attorneys' Fees. In the event of any action at law or in equity (including but not limited to specific performance) between Landlord and Tenant arising out of this Lease or to

enforce any of the provisions or rights hereunder, the unsuccessful party to such litigation covenants and agrees to pay to the successful party all costs, including investigation costs and similar expenses and including reasonable attorneys' fees incurred therein by such successful party, and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as part of such judgment. If either party to this Lease becomes a party to any litigation concerning this Lease, the Premises, or the Telecommunication Devices, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation.

- 12.3 Nonrecourse. No recourse shall be had against any partner of Landlord or any partner or subpartner of a partner of Landlord, or any legal representative, heir, successor or assign of any thereof, on account of any obligation or for any claim arising out of or in respect to this Lease. Recourse for any such obligation or claim shall be limited solely to Landlord and the assets of Landlord (a deficit capital account of any partner of Landlord shall not be deemed an asset or property of Landlord) and no judgment, order or execution entered in any suit, action or proceeding, whether legal or equitable, on any such obligation or claim, shall be sought, obtained or enforced against any partner or subpartner of a partner of Landlord, their legal representative, heir, successor or assign, or against their respective individual assets.
- 12.4 Recording of Lease. Neither this Lease nor any memorandum thereof shall be recorded. Similarly, no memorandum concerning the exercise of any option provided under this Lease shall be recorded.
- 12.5 Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires.
- 12.6 Plural. The singular number includes the plural and vice versa whenever the context so requires.
- 12.7 Exhibits. All exhibits to which reference is made in this Lease are incorporated in the Lease by the respective references to them, whether or not they are actually attached. Reference to "this Lease" includes matters incorporated by reference.
- 12.8 Entire Agreement. This Lease contains the entire agreement between the Parties and supersedes all prior or contemporaneous agreement, whether oral or written. No promise, representation, warranty or covenant not included or referred to in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in this Lease and those referred to in this Lease. The language in all parts of this Lease shall be in all cases construed simply, according to its fair meaning and not for or against Landlord or Tenant, regardless of which party drafted the particular language which is being construed.

- 12.9 Invalidity. The invalidity or illegality of any provision shall not affect the remainder of this Lease.
- 12.10 Binding on Heirs. Subject to the provisions of this Lease on assignment and subletting, each and all of the terms, covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective Parties.
- 12.11 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The signature pages of each counterpart may be detached and attached to a single copy of this Assignment which shall for all purposes be treated as a single, original document.
- 12.12 Captions. The captions of the various articles and paragraphs of this Lease are for the convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part of parts of this Lease.
  - 12.13 Time of Essence. Time is of the essence of this Lease.
- 12.14 Further Assurances. In addition to the actions specifically mentioned in this Lease, the Parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated by this Agreement.
- 12.14 Landlord's Tradenames. Landlord is the owner of trade names, trademarks, trade dress, service marks, logo designs, and identifying photographs, including, without limitation, PEBBLE BEACH, SPANISH BAY, SPYGLASS HILL, 17-MILE DRIVE, THE LONE CYPRESS TREE, and the PEBBLE BEACH RESORTS (collectively the "Marks"). Any proposed use by Tenant of any of the Marks in any advertising or promotional materials or in any other way requires the prior written permission of Landlord. Landlord's consent may be granted or withheld at its sole discretion.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the dates set forth beneath their signatures below, the latest of which shall be the Effective Date of this Lease.

LANDLORD:/	TENANT:	
PERBLE BEACH COMPANY	COUNTY OF MONTEREY	
Ву:	By:	
Name: David Heur C Its: CFO	Name:	
Date: Work 1 , 2016	Its: Date: , 2016	
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Del Sass		
By:	Ву:	
Name: Davis L. Structs	Name:	
Its: CAO	Its:	
Date: <u>March 1</u> , 2016	Date:, 2016	



### **EXHIBIT A**

### **DESCRIPTION OF TRANSMISSION SITES**

The following is a description of the Transmission Site subject to this Lease. The Transmission Sites are further defined and described in the plans attached as  $\underline{\textbf{Exhibit B}}$  to this Lease.

### **EXHIBIT B**

### **DESCRIPTION OF THE PREMISES**

The Premises are shown on the construction drawings attached to this **Exhibit B**.

# **NGEN - PEBBLE BEACH CORPORATE YARD SITE**

HARRIS

RF COMMINEDATIONS DWISION 221 JEPFERSON PROGE PARKWAY LYNCHBURG, VA 24501—6852 (800) 368—3277

### MONTEREY COUNTY RADIO NETWORK

4005 SUNRIDGE ROAD, PEBBLE BEACH, CA 93953

LOCATION MAP

**BLACK & VEATCH** 

CONSTRUCTION DRAWING APPROVALS

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6800 W 115TH ST, SUITE 2292 OVERLAND PARK, KS 66211 (615) 458—2000

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DATE Ha. DATE

DESIGN CRITERIA

HARRICE SYSTEM ENGINEERS

P.M.O. REVIEW

RF ENCHOER:

ANS/EIA/TIA-222—C.
CALFORNA BUILDING CODE 2013.
CALFORNA ELECTRICAL CODE 2013.
NATIONAL ELECTRIC CODE 2013.

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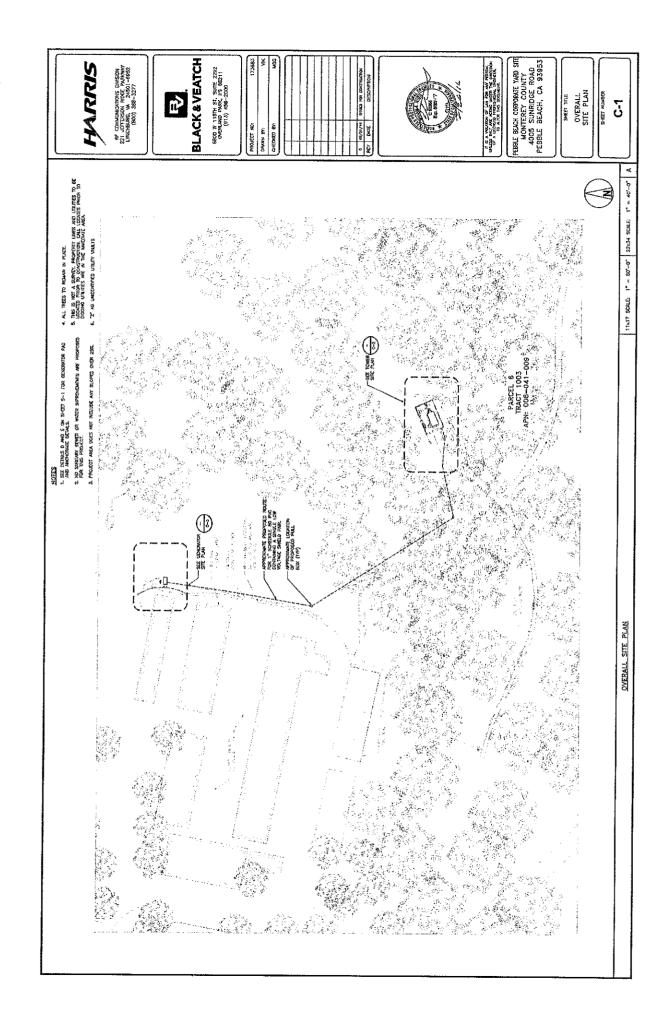
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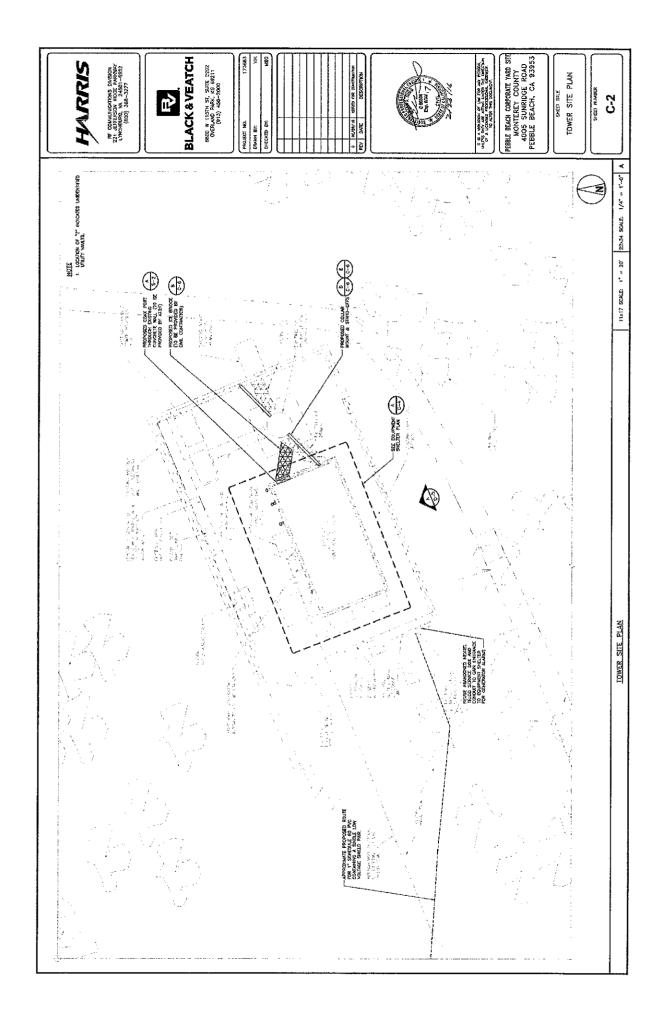
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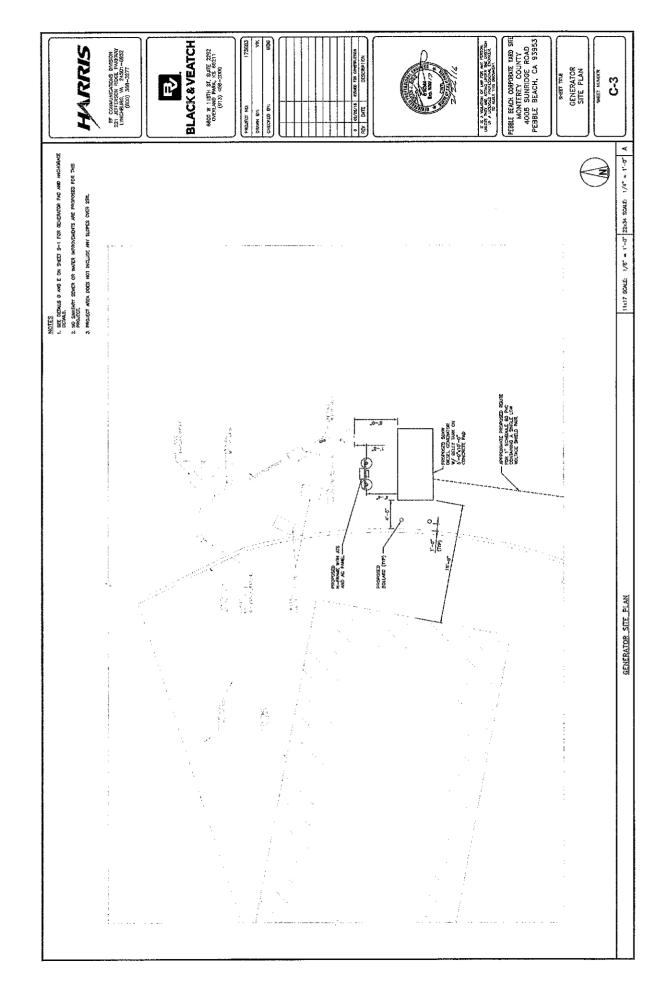
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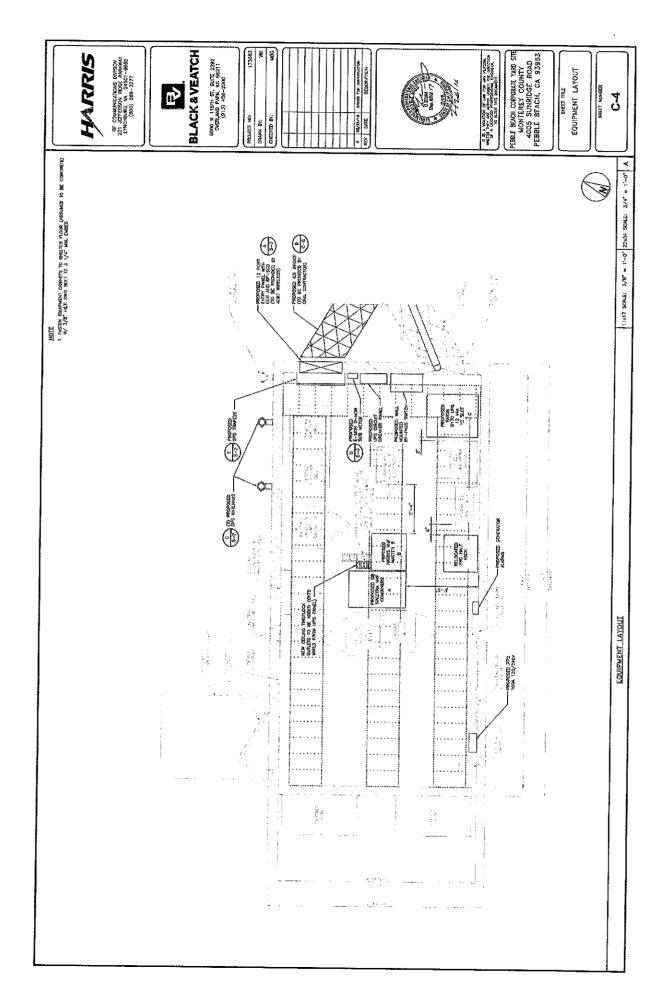
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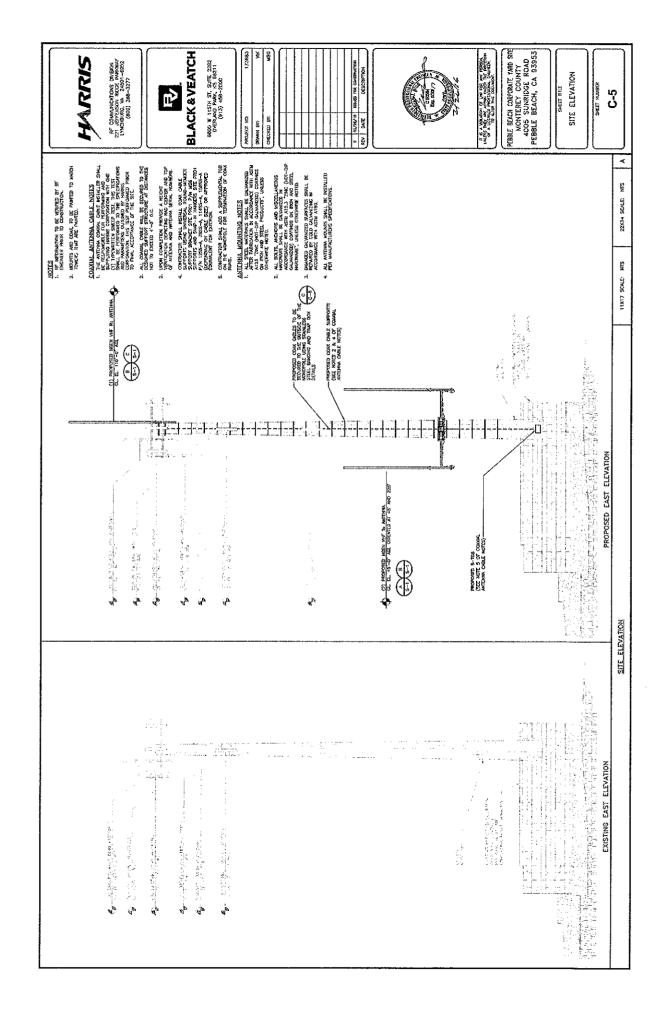
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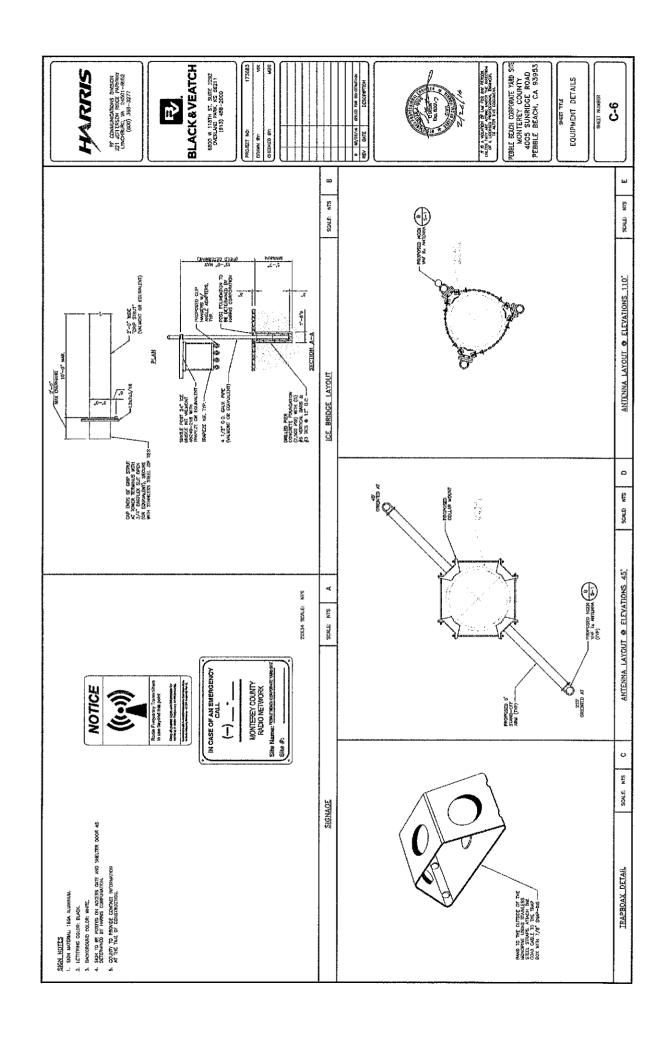


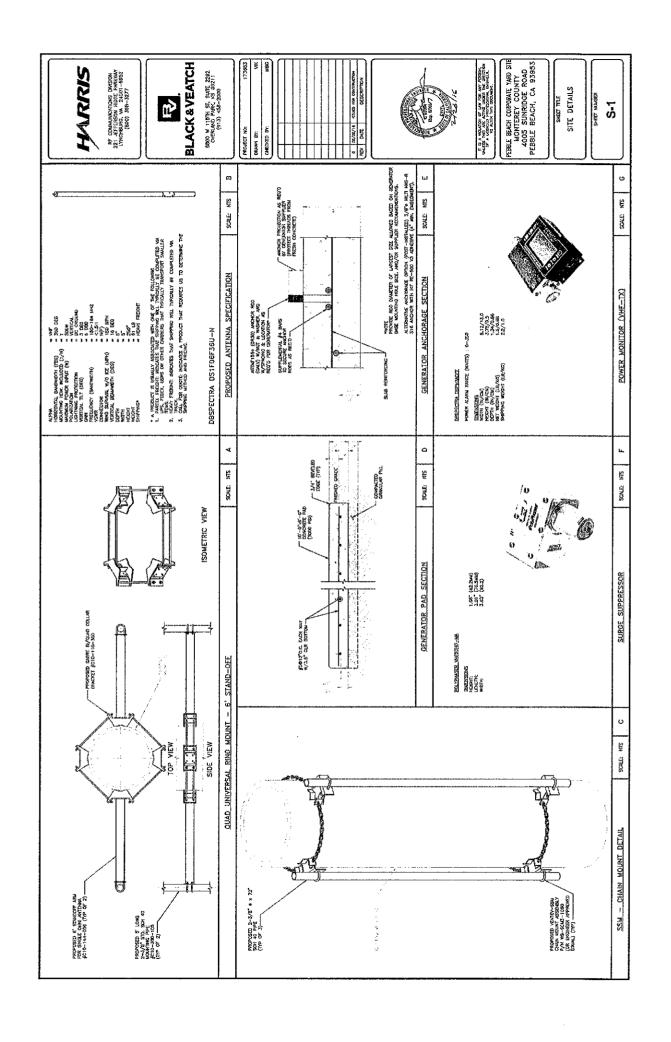


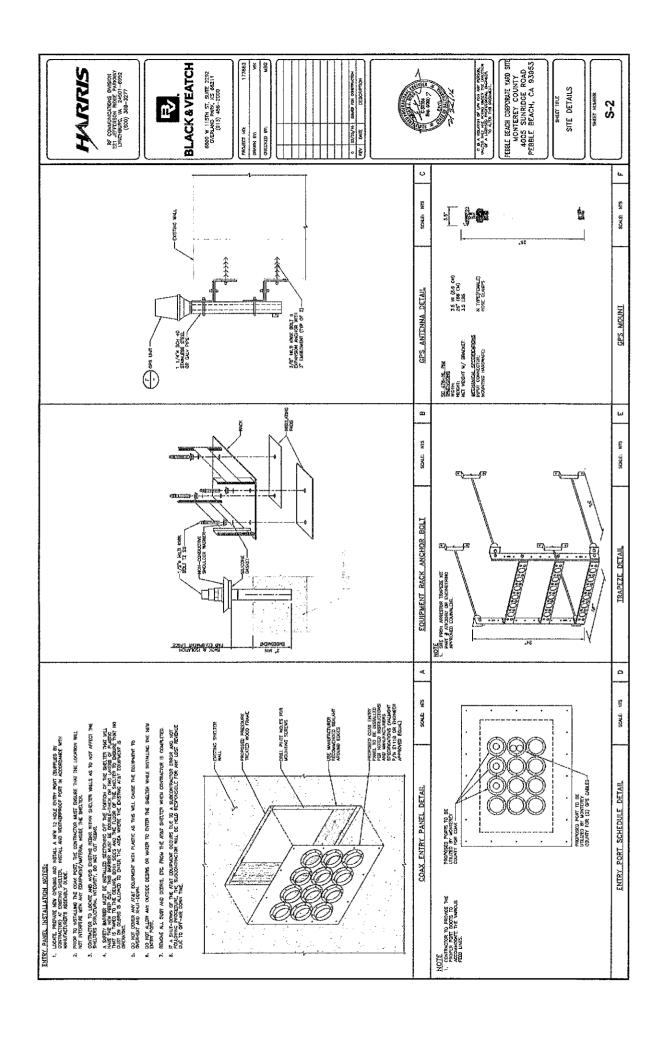


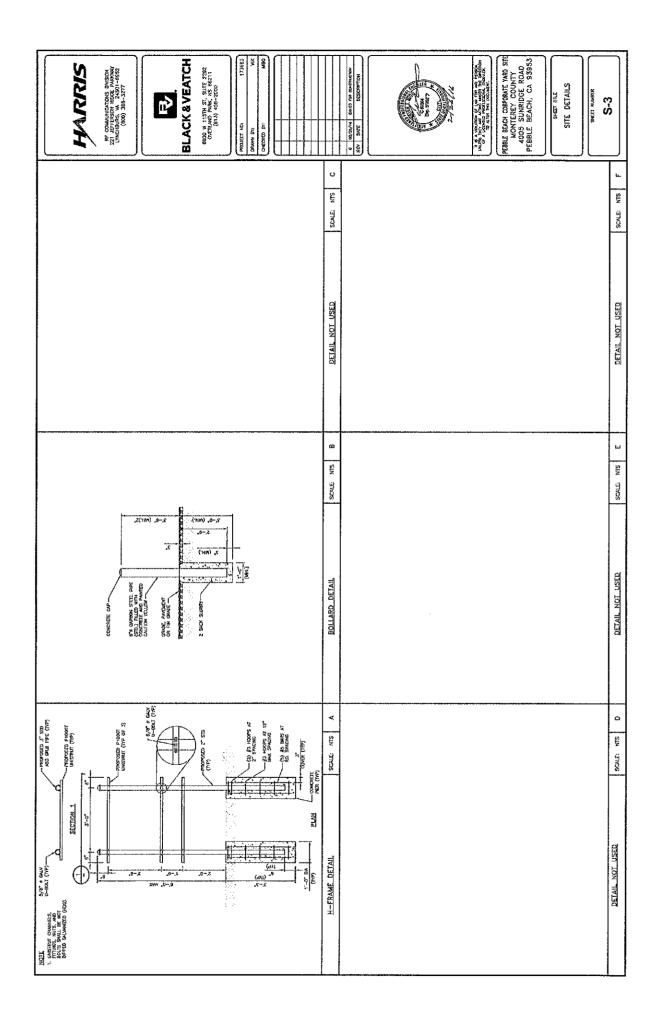


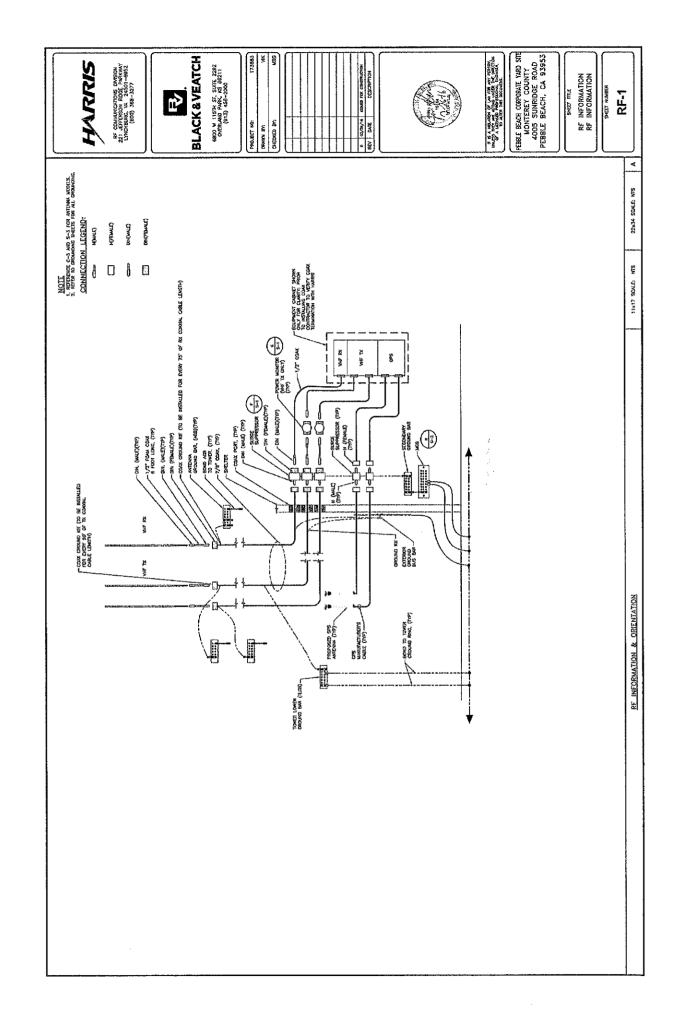


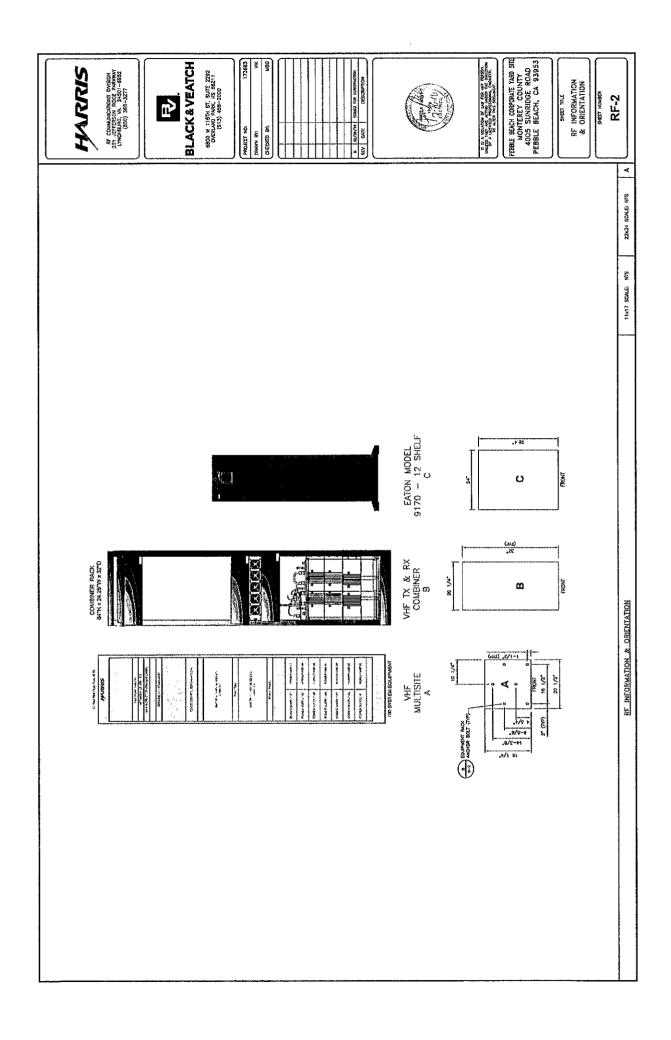


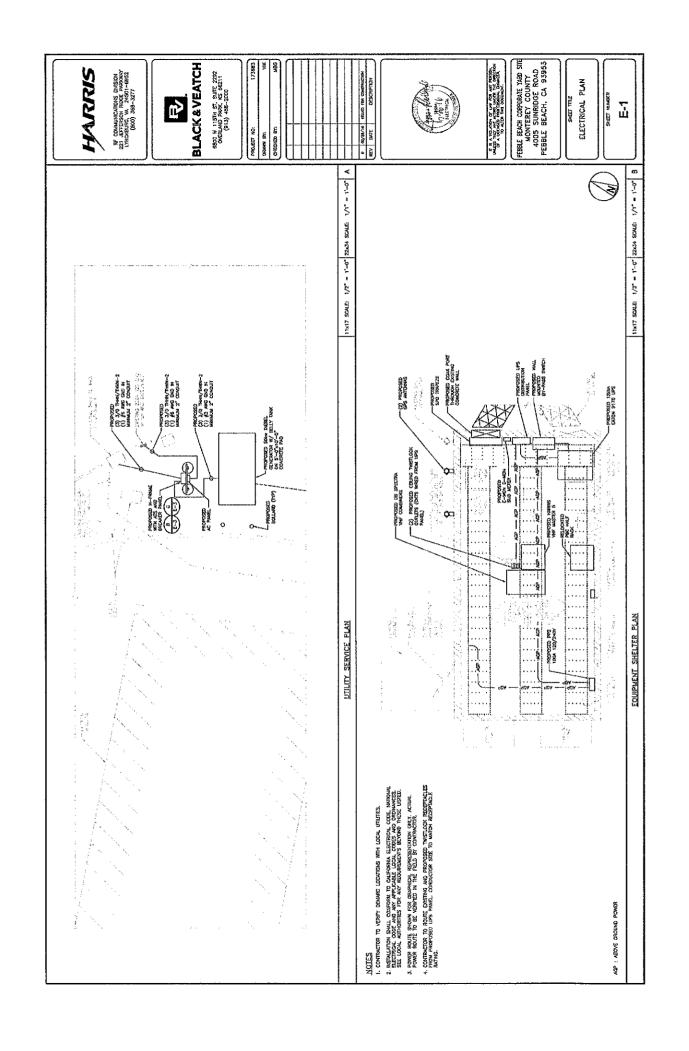


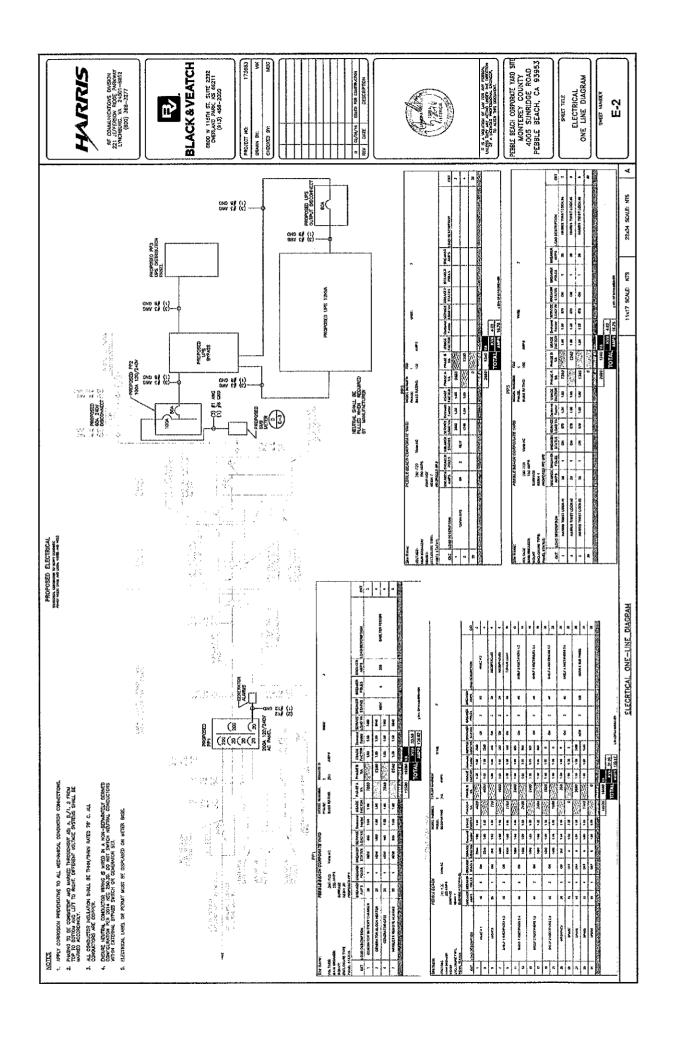


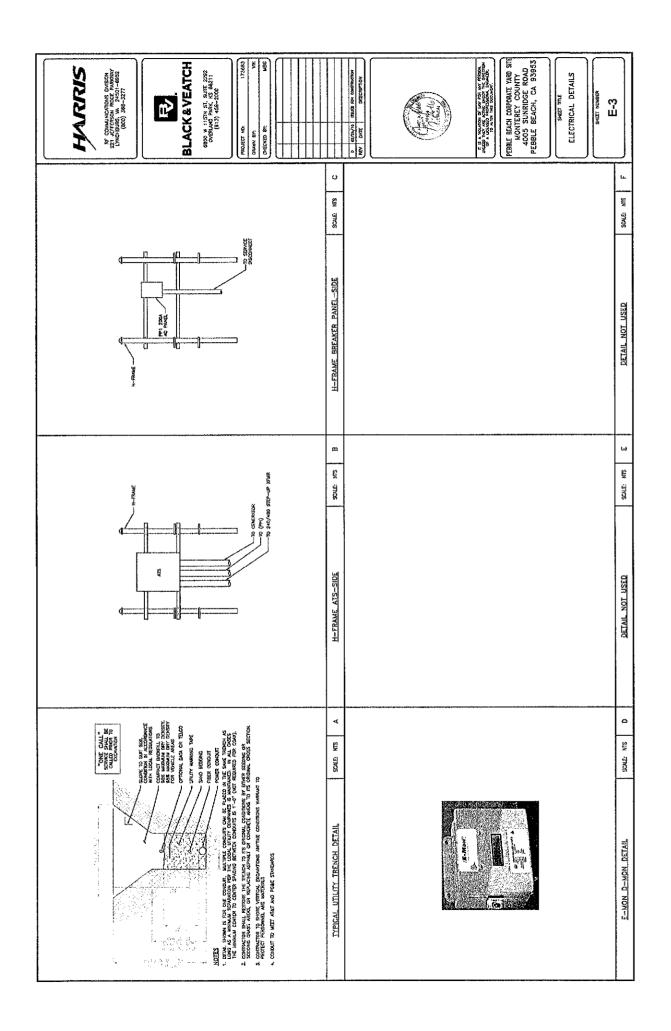


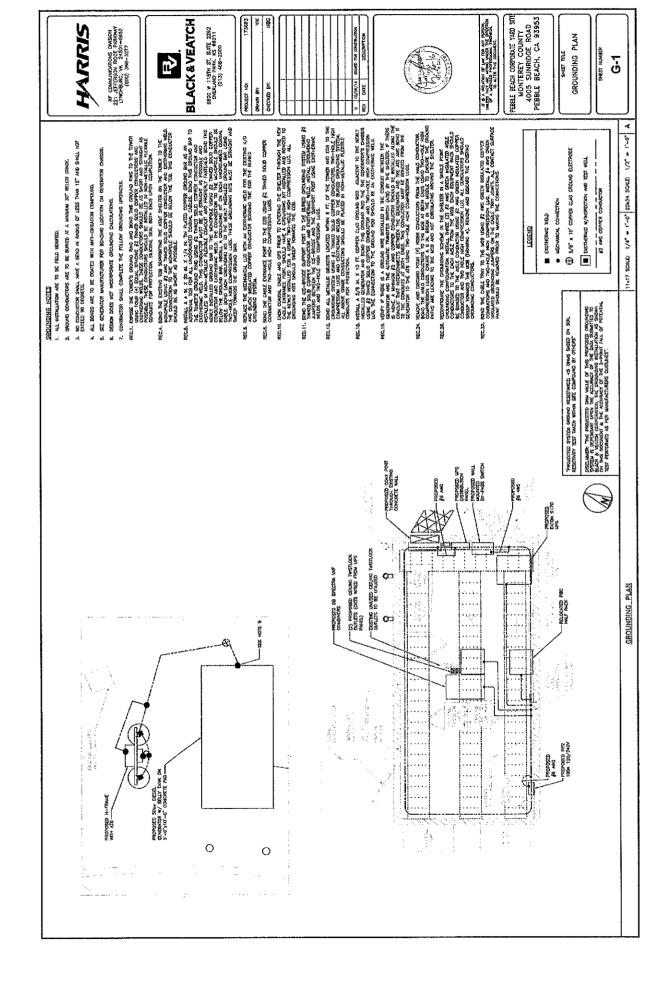


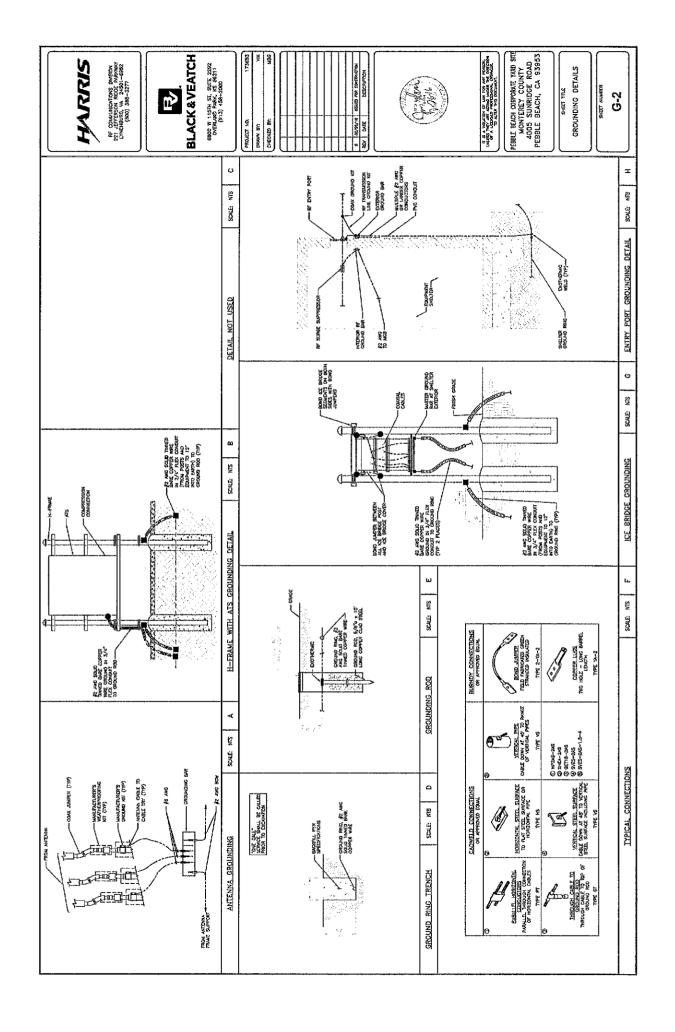


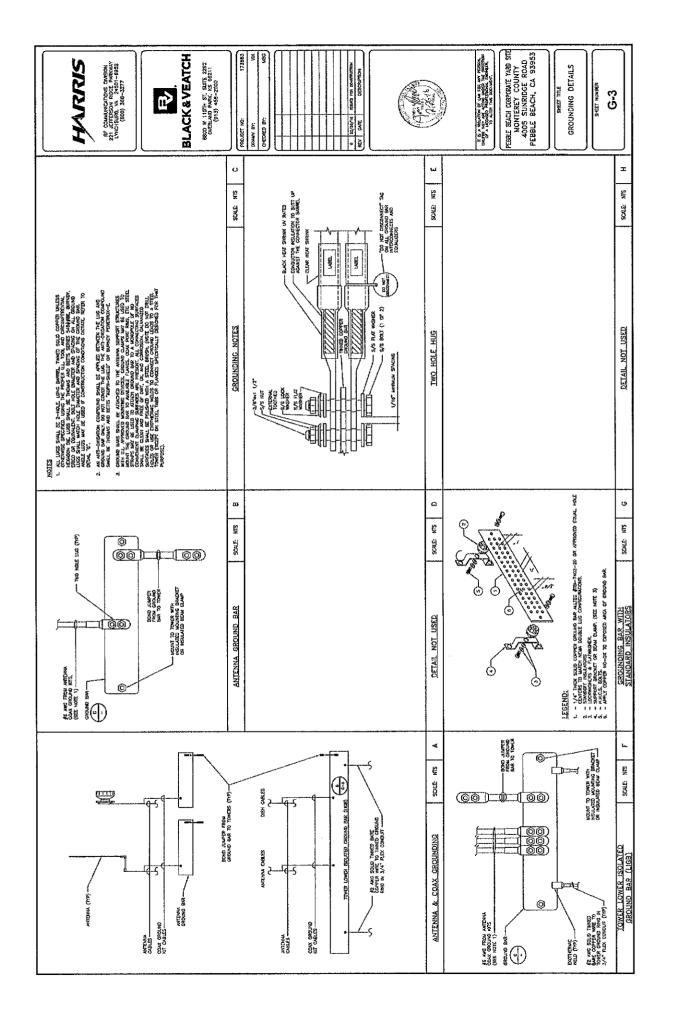












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# FIRE DEPARTMENT NOTES

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GENERATOR SIGNAGE Fror to the Free Department Final for this project, this sign (or appr maintened at the MAIN EXTERIOR PLECTRICAL SHIPT OFF:

THIS SERVICE CONNECTION IS FED BY A SECONDARY EMERGENCY GENERATOR

A PEPERSONS OCTAL HUMBER

### SINCE ENCORE

RF COMMUNICATIONS DMISSION 221 JEFFERSON RIDGE PARKWAY LYNCHBURG, VA 24501—6962 (300) 368—3277

### 

# **BLACK & VEATCH**

6800 W 115TH ST, SUITE 2292 OVERLAND PARK, NS 66211 (913) 468-2000

CHECKED BY: PROJECT NO: DRAWN BY:

CHUTCH FOR CONSTRUCTS DESCRIPTION



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PEBBLE BEACH CORPORATE YARD SITE MONTEREY COUNTY 4005 SUNRIDGE ROAD PEBBLE BEACH, CA 93953

GENERAL NOTES असंदर्भ सन्द

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### **EXHIBIT C**

### **EQUIPMENT LIST**

The Equipment List is shown as attached to this  $\operatorname{\underline{\bf Exhibit}}{\bf C}$ .

### **Exhibit C: Equipment List**

<b>Qty</b>	<u>Description</u>
1	Industrial Spark-Ignited Portable Generator with power ratings of:
	50KW
	Associated wiring for Generator
1	Power board with concrete footings
1	Floor standing UPS
1	Equipment Rack containing:
	Fiber interconnect equipment
1	Equipment rack containing:
	Network sentry
	Frequency standard
	VHF multicoupler
	Ethernet switch
	Ethernet router
	MASTR V base stations
	Associated power supplies
	Associated cables
1	Equipment rack containing:
	VHF combining equipment
1	VHF receive antenna
	Associated mounting hardware
	Associated transmission lines
2	VHF transmit antennas
	Associated mounting hardware
	Associated transmission lines
2	Simulcast GPS antennas – mounted on shelter

### **EXHIBIT D**

### **INSURANCE**

### INSURANCE REQUIREMENTS

Tenant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages which arise from, or are connected with connection with, the installation or operation of the Equipment on the Premises.

### A. Minimum Scope of Insurance

Landlord shall maintain, at a minimum, the following types and limits of coverage. Such coverage may be proved on a self-insured basis by Tenant.

1.	Commercial General Liability	\$5 Million per occurrence \$10 Million in the aggregate
2.	Workers Compensation	As required by law
3,	Employers Liability	\$2 Million per occurrence
3.	Automobile Liability	\$1 Million

4. Property insurance against all risks of loss to the Transmission Facilities

### **B.** Insurance Provisions

The General and Automobile Liability policies shall be endorsed to contain, or the Tenant shall agree to provide comparable coverage under its self-insurance programs, the following provisions:

- 1. Commercial General Liability and Automobile Liability Coverage(s)
  - a. The Landlord, is to be covered as additional insured as respects liability arising out the Lease, installation, operation, or maintenance of the Equipment on the Premises.
  - b. Tenant's insurance coverage shall be primary insurance as respects Landlord, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by Landlord, its officers, employees, agents or contractors shall be in excess of Tenant's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies by Tenant shall not affect coverage provided Landlord, its officers, employees, agents, or contractors.

- d. Coverage shall state that Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- e. Tenant shall be responsible for the full amount of any deductibles or self-insured retentions, and Landlord shall not be called upon to satisfy such amounts in order to receive the benefits of the protection.

### 2. All Coverage(s)

Each insurance policy required by this Agreement, or the Landlord shall similarly agree to communicate under its self-insurance program, shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to Landlord.

### C. Verification of Coverage

Tenant shall furnish Landlord with certificates of insurance and with endorsements and Certificates of Insurance affecting coverage required by this Agreement upon Landlord's request.

Requests for verifications of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Landlord's Risk Manager:

County of Monterey c/o Risk Manager, 168 W. Alisal, Third Floor Salinas, CA 93901

### **EXHIBIT E**

### GENERATOR EXERCISE AND MAINTENANCE PLAN

### EXHIBIT E

### GENERATOR EXERCISE AND MAINTENANCE PLAN

A Generac Industrial diesel engine-driven generator set (50 kW rated) with GTS Series Automatic Transfer Switch will be installed at the Pebble Beach Corporation Yard's NGEN radio location, along with a diesel fuel system.

The generator will be located on a pad, according to approved plans

The generator will be supported by Monterey County Facilities and maintained in accordance with approved county rules and regulations, in addition to specific manufacturer guidelines.

Inspection and Preventative Maintenance will be performed according to the following schedule:

o Fuel Level:

Monthly

o Battery:

Monthly

o Cooling System:

Monthly

o Generator Run-test:

Monthly @ 20 minutes per test

o Load-bank testing:

Annually @ 4 hours per test

Additionally, during each inspection a "County of Monterey, Resource Management Agency, Facilities Division of Public Works, Inspection/Preventative Maintenance Checklist" (attached below) will be completed and signed by an employee of the Monterey County Public Works Department. This checklist will be on file and available for review.

# COUNTY OF MONTEREY RESORCE MANAGEMENT AGENCY FACILITIES DIVISION OF PUBLIC WORKS INSPECTION/PREVENTIVE MAINTENANCE CHECK LIST

(TO BE PERFORMED BY PUBLIC WORKS EMPLOYEES ONLY)

On an inspection was performed by		print name		
ne stationary generator located at:	ERIAL#	print neur		
as the water level checked?	☐ Yes			
a. Was the water level ok?	☐ Yes	☐ No		
as the condition of the batteries ok?	☐ Yes	☐ No		
as the condition of the fuel tank ok?	☐ Yes	☐ No		
as the fuel level ok?	☐ Yes	☐ No		
as the crankcase heater ok?	☐ Yes	☐ No		
as an exercise test run performed?	☐ Yes	☐ No		
ere there any fuel leaks?	☐ Yes	☐ No		
ere there any oil leaks detected?	☐ Yes	☐ No		
ere there any coolant leaks detected?	☐ Yes	☐ No		
ere all fan belts in good condition?	Yes	☐ No		
as the generator and the area clean?	☐ Yes	☐ No		
Vas paint condition ok?	Yes	☐ No		
n. Was unit rust free?	☐ Yes	☐ No		
rformed painting?	☐ Yes	□ No		
GENERATOR FAILS TO PASS THIS IS FORM THE FOLLOWING STEPS:	NSPECTION YOU A	RE REQUIRED TO		
1) Make notes on the back of this form as to what the problems are with the generator system.				
2) Notify facilities of any issues or repairs that are required				
3) Have the repairs made as soon as possible by an approved County of Monterey vendor.				
ture of employee performing inspection	an approved County of M	Ionterey ve	endor.	