

April 16, 2013

County of Monterey
168 W. Alisal Street, Third Floor
Salinas, CA 93901

LETTER OF INTENT / CONSENT FOR TEMPORARY INSTALLATION

Mr. Derr:

The County of Monterey and Onesimo Parcel C are in discussions regarding the proposal of the County and other participating local government agencies plans to designing and implementing a Regional Radio Communications System (hereinafter referred to as "NGEN") for public safety and public service agencies operating throughout the County. Onesimo Parcel C LLC ("Onesimo Parcel C") is the owner of property with an existing radio communications site (the "Existing Communications Site"). Onesimo Parcel C is wholly owned by Post Ranch LP (which in turn also owns the property known as the Post Ranch Inn). The Existing Communications Site is depicted on Exhibit A hereto. Due to the urgent need to place temporary equipment at the Existing Communications Site, Onesimo Parcel C agrees to a temporary installation pending a final design for the communications site to be coordinated between the County, Onesimo Parcel C, and other parties using the site.

By signature of an authorized agent below, Onesimo Parcel C and County agree:

- Onesimo Parcel C intends to allow the use of said property as a radio communications facility site for the proposed NGEN system subject to the terms of a final agreement to be negotiated between the County and Onesimo Parcel C. All costs associated with the installation of the temporary radio communications facility shall be paid for by the County.
- Onesimo Parcel C provides consent for County to install antennas and radio equipment on the Existing Communications Site for a temporary period. This temporary installation is subject to the following conditions:
 - County shall retain ownership of any temporary equipment (antennas, repeaters, and related equipment) installed by County.
 - Onesimo Parcel C shall provide County with access to the Existing Communications Site for installation, maintenance, and related activities throughout this temporary period-subject to County notifying Dan Priano, the General Manager of the Post Ranch of their intention to be on the property. In connection with the foregoing, Onesimo Parcel C shall make such arrangements with Post Ranch LP, as owner of property adjacent to the Existing Communications Site, as are necessary to grant County access to the Existing Communications Site. The County shall make every effort to not to disturb the guests of the Post Ranch Inn, and shall coordinate their access to the property with Dan Priano, or his designee.
 - County understands and agrees that the Existing Communications Site is shared by other users. To the extent feasible, Onesimo Parcel C shall limit access to the Existing Communications Site to protect equipment installed



by County and other users. The County shall in no way impact or disturb the use of the Existing Communications Site by the other users of the shelter, and the County shall indemnify, defend and hold harmless Onesimo Parcel C, and its owners, members, partners, affiliates, officers, employees and agents (“Onesimo Related Parties”) and all of the Onesimo Related Parties respective owners, members, partners, affiliates, officers, employees and agents (collectively, the foregoing indemnified parties being referred to as “Onesimo Indemnified Parties”) against any claims made by the other users use of the Existing Communications Site that are attributable to the County’s use of or activities at the Existing Communications Site.

- Onesimo Parcel C shall provide notice to the County within a reasonable time period after Onesimo Parcel C has been notified of any other person’s or entity’s desire to place additional radio equipment into or at the Existing Communications Site and shall provide County with the contact person responsible for the proposed equipment addition so that County may identify if interference may result from the proposed installation.
- County shall only be responsible for upkeep and repair of the temporary equipment installed by County. County shall have no responsibility for repair of the Existing Communications Site (or the tower or shelter at the Existing Communications Site) during this temporary period, unless the County has caused any damage to the tower or shelter during this temporary period.
- Either County or Onesimo Parcel C may terminate this Consent for Temporary Installation. Onesimo Parcel C shall provide the County with 90 days’ notice of its intent to terminate this Consent for Temporary Installation, in which event County shall remove all temporary equipment within such 90 day period. If County terminates this Consent for Temporary Installation, it shall remove all temporary equipment prior to the effective date of termination.
- Unless alternate provisions are conditioned in a final lease agreement between County and Onesimo Parcel C, upon termination of this Consent for Temporary Installation, County shall restore the premises to the condition that existed prior to the installation of the temporary equipment.
- County shall indemnify and hold harmless the Onesimo Indemnified Parties (as defined above) from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, arising out of the installation, operation or maintenance of the equipment installed by County, excepting however, such claims and demands for injuries to persons or loss of life, or damage to property, caused by the willful misconduct, or grossly negligent acts or omissions of Onesimo Parcel C.
- County and any subsequent and/or additional users of property shall provide evidence of insurance to Onesimo Parcel C. The General and Automobile Liability policies shall be endorsed to contain, or the County



shall agree to provide comparable coverage under its self-insurance programs, the following provisions: (1) Onesimo Parcel C, its owners, members, managers and affiliates (including Post Ranch Inn) are to be covered as additional named insureds; (2) County's insurance coverage shall be primary insurance as respects Onesimo Parcel C, its owners, members, managers, affiliates (including Post Ranch Inn), officers, employees, agents and contractors. Any insurance or self-insurance maintained by Onesimo Parcel C, its officers, employees, agents or contractors shall be in excess of County's insurance and shall not contribute with it; (3) Any failure to comply with reporting provisions of the policies by County shall not affect coverage provided Onesimo Parcel C, its officers, employees, agents, or contractors; (4) Coverage shall state that County'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; (4) The minimum limits of such coverage shall be \$1,000,000 per occurrence and in the aggregate; (5) County shall be responsible for the full amount of any deductibles or self-insured retentions, and Onesimo Parcel C shall not be called upon to satisfy such amounts in order to receive the benefits of the protection. Each insurance policy required by this Consent for Temporary Installation, or the County 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 Onesimo Parcel C. Upon request, County shall furnish Onesimo Parcel C with certificates of insurance and with endorsements affecting coverage required by this Consent for Temporary Installation. County shall keep the insurance or self-insurance in effect throughout the term of the temporary occupancy and as the same may be extended.

Implementation of construction of a new radio facility at the Existing Communications Site is subject to a number of both regulatory approvals and approval of a final lease agreement by the Monterey County Board of Supervisors. Except for the authorization to install temporary antennas as specified above, this letter is not meant to convey any approval or circumvention of the required approval processes.

Any individual signing below represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Letter of Intent / Consent for Temporary Installation.

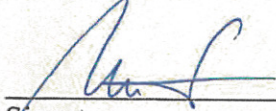


Onesimo Parcel C LLC

County of Monterey

By: Post Ranch LP

Its Sole Member and Manager



Signature

Signature

Michael R. Derr
Contracts / Purchasing Officer

Date:

Michael Freed
Name

General Partner
Title

Date: April 16, 2013

Notices to Onesimo Parcel C LLC
shall be sent to:

Name: Dan Driano

Title: General Manager

Address: Highway 1 PO Box 219
Big Sur, CA 93920

Notices for County of Monterey
shall be sent to:

Michael R. Derr
Contracts / Purchasing Officer
168 W. Alisal
Salinas, CA 93901

with a copy to:

Michael Freed
2056 Jefferson St.
San Francisco, CA
94123





**INFORMATION TECHNOLOGY
COMMUNICATIONS ENGINEERING**
1590 MOFFETT STREET
SALINAS, CA 93905
P: (831) 756-6435 F: (831) 756-6610

DWG No.: 00-PR-POST-RANCH-EM_REL_PR
DRAWN BY: T. MONTOYA
CHECKED BY: T. MEYERS
TYPE: SITE LAYOUT
SCALE: AS NOTED

REV.	DATE	DESCRIPTION
-	4/15/13	SUBMITTAL

PROJECT TITLE
POST RANCH INN
EXISTING SITE PLAN

PROJECT SITE
POST RANCH INN
ELEVATION: 1163FT.
36°13' 44.8" N
121°46' 04.1" W

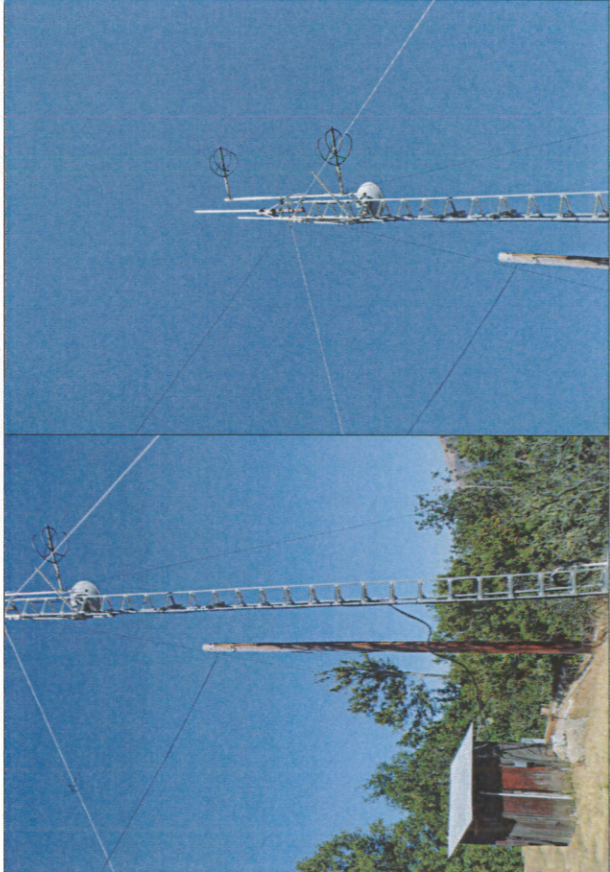
SHEET TITLE
EXHIBIT A

SHEET NUMBER
A-1



24x36 SCALE= N.T.S.

EXISTING SITE PLAN



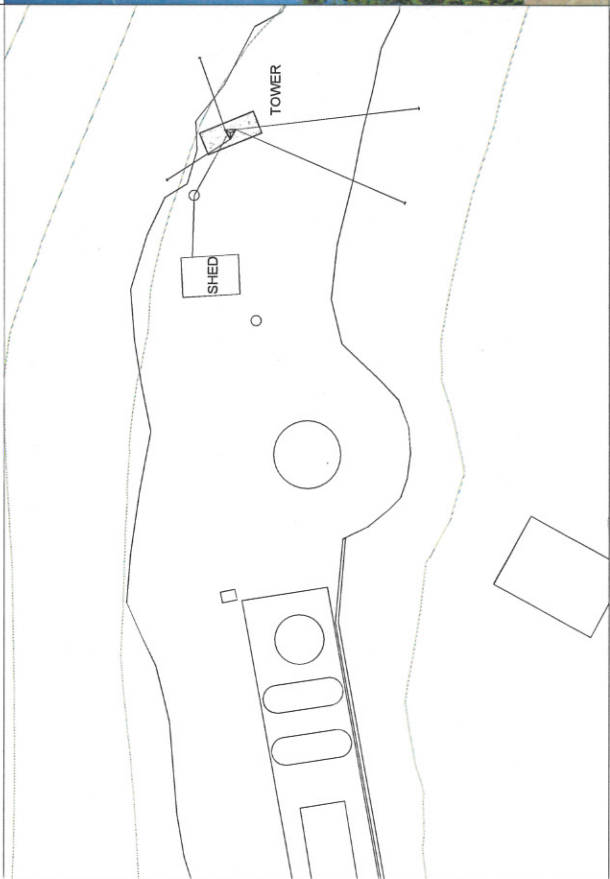
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EXISTING SITE PLAN



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