

AGREEMENT

THIS AGREEMENT is made and entered in to this 08 day of Aug 20 13 between, Hubert Schwab, hereinafter called Lessor and the COUNTY OF MONTEREY, CALIFORNIA, hereinafter called Lessee.

WHEREAS, Lessor has under its control a certain piece of property described as Parcel # 080-037-006 T25S-R10E MDM sec 8 and;

WHEREAS, Lessee desires to install, operate and maintain a radio transmitter and receiving station at said location for the purpose of extending and improving their two-way radio communication in the area, and;

WHEREAS, Lessor is willing to allow Lessee to occupy such space and operate its radio equipment in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

1. Lessee shall have the right to operate and maintain the current 6 x 6 building and the wooden pole structure for antenna and mounting of equipment. Lessee shall also have the right in the future to construct a new building and tower as agreed by both parties as seen in Attachment "A".
2. Lessee shall provide an electrical meter at the site and all costs of installation and usage of power at the associated site shall be at the expense of the Lessee. The manner and method of installation shall be subject to the approval of Lessor. It is understood that a barn (electrical light) and a water source (electrical pump) both owned and operated by the Lessor are located on the property. As the power consumption of said sites is negligible the costs of usage of power at the associated site shall also be at the expense of the Lessee. In case of installation of further sites or a change in the use of said sites resulting in higher power consumption the costs shall be subject to renegotiation.
3. Lessee shall have the right of access to Lessor's property for the sole purpose of installing and maintaining said radio equipment. All travel over Lessor's property shall be in strict accordance with regulations established by Lessor.

4. Lessee agrees to install, maintain and operate its equipment in accordance with the Federal Communications Rules and Regulations and in accordance with the highest engineering standards prevailing in the communications industry. In the event said equipment causes interference to any radio or television sets on Lessor's property, it shall be the responsibility of Lessee to eliminate such interference.
5. Lessee agrees to apply for all applicable permits relating to the construction, operation and maintenance of said radio equipment at Lessee's expense. Lessee shall hold harmless and indemnify the Lessor from all claims and liability arising from/in connection with/omission of said permits.
6. Lessor and Lessee agree that each shall bear its own costs and assume liability for damage to property and injury to persons arising from the negligent acts or omissions of its officers, agents, and employees when acting within the scope of their employment and holds harmless and indemnifies each other from all claims and liability arising from such negligent acts or omissions. Costs for damage and injury arising from acts or omissions of third persons shall be borne by Lessor or Lessee respectively as to its own property.
7. In the event this agreement shall be terminated by either party in accordance with the terms herein, Lessee shall be allowed and required within a period of thirty (30) days to remove all of Lessee's property, including the building and its contents and antennas and mounting structure.
8. Lessee shall pay to Lessor annually in advance for each fiscal year the sum of \$1400.00 (One Thousand-Four hundred dollars)(hereinafter "Rent").

Every five (5) years of the lease, on the fifth anniversary of the lease, the Rent shall be adjusted by an additional Three Hundred Dollars (\$300.00) a year for the following five years. [The Rent goes up to \$1700 a year at year five and goes to \$2000 a year at year 10. etc.]

9. Lessee agrees to pay those taxes if any directly related to the improvement of Lessor's property represented by the radio building during the term of ownership by Lessee of said building.
10. Lessee agrees to pay a one time reimbursement cost to Lessor for road base work already completed by Lessor. The cost to the County will be one-half of the total cost of contractor's price of \$13450.00. (Thirteen-Thousand Four Hundred-fifty dollars) See Attachment "B". Total cost to the County shall be \$6725.00 (Six-Thousand Seven-hundred twenty-five dollars). Lessee and Lessor shall equally share all expenses relating to the maintenance of said road throughout the duration of this agreement; for any expenses in excess of one thousand dollars (\$1,000) in any one fiscal year the parties shall meet and confer prior to incurring the expense and agreeing to the maintenance/repair.
11. Lessee shall not keep on the property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the property or that might be considered hazardous or extra hazardous by any responsible insurance company. Lessee shall hold harmless and indemnify the Lessor from all claims and liability arising from any applicable health related or environmental laws and originating from the operation and or installation of said radio equipment.
12. This agreement shall be automatically self-renewed each year on July 1 of that fiscal year unless amended, changed or cancelled by either party after giving at least ninety (90) days written notice to the other party prior to the next July otherwise automatic renewal date.

COUNTY OF MONTEREY

By Tom Shepherd

Tom Shepherd, Dep. Chief Park Ranger
(Name and Title)

2-26-14
(Date)

By Jerrold Malkin
Jerrold Malkin, Dep. County Counsel
(Name and Title)

2-28-14
(Date)

2610 San Antonio Road

Bradley, CA 93426
(Address)

(805) 472-2311 (805) 472-9054
(Phone) (Fax)

By: _____

(Name and Title)

(Date)

REGULATIONS ESTABLISHED BY LESSOR

IN ACCORDANCE WITH SECTION 3

NONE

LESSOR

By Hubert Schwab

Hubert Schwab-Owner
(Name and Title)

08-08-2013
(Date)

1400 Gateway Drive

Paso Robles, CA 93446
(Address)

(805) 238-2875
or
(805) 238-5242 (805) 238-0443
(Phone) (Fax)

SCHWAB/COUNTY OF MONTEREY
Radio Tower/Receiving Station/Improvement Agreement Lease
Location: Parcel # 080-037-006 T25S-R10E MDM sec 8

ATTN: Tom Shepherd

SCHMITZ EXCAVATING AND PAVING
P O BOX 3391
PASO ROBLES, CA 93447

Estimate

| Date | Estimate # |
|------------|------------|
| 11/24/2011 | 23 |

| |
|---|
| Name / Address |
| CHRISTIAN SCHWAB INTERLAKE ROAD PASO ROBLES, CA |

| Description | Total |
|--|--------------------------|
| REGRADE DRIVEWAY FROM ROAD TO BARN FOR BASE CLEAN CULVERTS, APPROXIMATE 1850 FT. GRADE AND APPLY BASE, WATER AND ROLL | 3,500.00 |
| HAVE 18 TRUCK-TRAILER LOADS OF SHALE ROAD BASE DELIVERED | 9,450.00 |
| LOW BED TO MOVE EQUIPMENT | 500.00 |
| Contractor License # 957329 (805) 459-7549 | Total \$13,450.00 |