COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement") is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "LESSOR"), with its office located at 168 W. Alisal, Salinas, CA 93901, and Pacific Gas and Electric Company, a California corporation, (hereinafter "LESSEE"), with its principal office located at P.O. Box 770000 Mail Code N10A, San Francisco, CA 94177.

RECITALS:

WHEREAS, Weathertop Ranch, LLC, (hereinafter "Weathertop") is the owner of certain real property (the "Property") in Monterey County, California, described as APN 187-011-006 and commonly referred to as Roberts Knoll;

WHEREAS, LESSOR occupies an area of the property by a "Wireless Communications Site Lease Agreement" dated April 1, 2013, and amendment no. 1 effective November 7, 2017 (collectively hereinafter the "Site Lease") from Weathertop Ranch LLC for the purpose of constructing, operating, and maintaining a radio relay station, radio tower, and radio communications equipment at the location shown in Exhibit A (hereinafter "Premises").

WHEREAS, LESSEE desires to occupy space on LESSOR's 30 foot tall radio tower and utilize the existing electrical utility power service for the installation, operation and maintenance of its two (2) dBSpectra Omni Antennas and one (1) Cradlepoint Antenna for Telecommunication purposes, and equipment space located outdoors for its two (2) radio cabinets and hydrogen fuel cell, and LESSOR has space available on the Premises for such uses;

LESSOR and LESSEE hereby agree as follows:

SECTION 1. GRANT OF LEASE

A. RIGHT TO INSTALL, MAINTAIN, AND OPERATE EQUIPMENT:

LESSOR hereby grants to LESSEE non-exclusive permission to install, maintain, and operate the radio communications equipment described within Exhibit B ("Equipment") attached to this agreement using a portion of said Premises for equipment and outdoor space, antenna space, and all connections and access. LESSOR also grants to LESSEE the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes generally as shown within Exhibit B running from the Equipment and Outdoor Space to the Antenna Space. LESSOR also grants to LESSEE the right to utilize the existing electrical utility power service via connection to the LESSOR's existing circuit breaker panel ("breaker panel"), specifically a 220V 40A breaker shall be provided for the LESSEE's use. LESSEE shall install, maintain, replace, and repair wires, conduits from LESSEE's Equipment to the LESSOR's breaker panel.

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At LESSOR'S request upon ninety (90) days written notice to LESSEE, LESSEE shall supply emergency standby power to LESSOR, at no cost to LESSOR, from LESSEE'S onsite generator via hydrogen fuel cell as specifically further described in and shown on Exhibit A-1 ("Auxiliary Emergency Power System"), during any interruptions to the standard electric service in the immediate vicinity of the Premises. LESSEE shall not, however, undertake to supply said emergency standby service except when the same shall be required for LESSEE's use at the facility. LESSEE makes no guarantee as to the reliability or quantity of said emergency standby service, and shall not be liable to LESSOR for any failure to the Auxiliary Emergency Power System, LESSOR'S facilities, or provide any specific level of standby power. LESSEE reserves the right to perform any emergency repairs, re-installment or maintenance required to its on-site generator when LESSEE deems it advisable to do so, including in connection with events and emergencies occurring or affecting LESSEE'S business operations located elsewhere than in the immediate vicinity of the Premises.

LESSEE accepts the Premises in an "as-is" condition.

B. ACCESS TO PREMISES:

Subject to the schedule, notification, and approval requirements set forth within Exhibit C ("Access and Security Policies"), LESSEE shall have the reasonable and non-exclusive right for pedestrian and vehicular ingress and egress to the property for the purpose of routine installation and maintenance of the Equipment located on the Premises. Subject to Exhibit C, all reasonable access will also be granted for the purpose of emergency equipment repairs. LESSEE shall not unreasonably interfere with LESSOR's operations and employees within the Premises and shall not go into any offices, rooms, stairwells, or other portions of the Premises not required for the purposes of this Agreement. Only LESSEE, its properly qualified and authorized agents, employees, and contractors shall have the right of ingress to and egress from Premises.

LESSOR reserves the right of it, its authorized officers, employees, agents or contractors, to enter into and access the Premises at any time. LESSOR may: (1) inspect the Premises for LESSEE's compliance with the terms of this agreement; (2) make repairs, alterations or additions to the Premises, or maintain or use the Premises in any manner not prohibited by the terms of this agreement, provided, however, that LESSOR shall not alter, adjust, move, disrupt or otherwise affect the operation of LESSEE's Equipment except as otherwise provided under this Agreement. If LESSOR alters, adjusts, moves, disrupts or otherwise affects the operation of LESSEE's Equipment during the inspection in such a manner to cause damage to LESSEE's Equipment, LESSOR shall be liable for the damage.

C. RIGHTS RESERVED BY THE LESSOR:

Upon reasonable notice to LESSEE, LESSOR reserves the right to reassign or reallocate space assigned to LESSEE for installation of telecommunications equipment to benefit LESSOR, LESSEE or other entities sharing the site. In the event of a space reallocation,

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LESSEE shall remove or relocate its equipment within sixty (60) days of written notice of reallocation at LESSEE's sole cost and expense. In the event that LESSEE fails to do so, LESSOR may relocate LESSEE's equipment and invoice LESSEE for any costs, including but not limited to staff time and materials expense as defined within Section 6 herein.

D. PERMITTED USE:

Subject to the terms of this Agreement, LESSEE shall be permitted to use the Premises to operate and maintain certain wireless communications base station equipment and antennae and other appurtenant and incidental equipment. LESSEE shall comply and operate all Equipment in accordance with FCC Leases for such Equipment. All equipment installed under this Agreement shall be clearly marked by LESSEE with its identifying information which shall include the identity and phone number of LESSEE's emergency contact, FCC Call Sign, and the transmitting and/or receiving frequencies of the Equipment. Except as provided within Section 9 herein, LESSEE shall not sublet, Lease, or permit any use of the Premises or any part thereof or lease space in any building, tower, constructed on said land, or provide radio equipment for the use of others.

E. CONSTRUCTION STANDARDS:

Installation and maintenance of LESSEE's equipment shall be in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction aspects deemed applicable to such construction by the LESSOR and be satisfactory to the LESSOR. LESSEE shall, at all times, comply with the statutes, laws, ordinances, and regulations of any government authority which are applicable to the installation, operation and maintenance of Equipment.

LESSEE shall remove any debris resulting from maintenance, operation, and construction on the Premises. In the event that LESSEE fails to remove debris from the premises, LESSOR shall cause such debris to be removed and invoice LESSEE for any costs as defined in Section 6 herein.

SECTION 2: IMPROVEMENTS ON THE PREMISES AND PERFORMANCE OF WORK

A. INITIAL INSTALLATION AND MAINTENANCE: LESSEE accepts the Premises in an "as is" condition. LESSEE shall have the right to finance and construct approved equipment and related improvements on the Premises at LESSEE's sole cost and expense. LESSOR hereby consents to and approves of LESSEE's initial installation at the Premises, as depicted on Exhibit A and Exhibit B attached hereto. Following the construction and installation of LESSEE's Equipment, LESSEE may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacement of its Equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate LESSEE's Equipment and as required for LESSEE's communications operations at the Premises,

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including any structural upgrades required to accommodate LESSEE's equipment on the Premises.

B. MODIFICATIONS TO EQUIPMENT OR PREMISES:

For the purposes of this Agreement, a "Modification" shall mean: (i) any modification to the Equipment as specified herein or an approved "LESSOR of Monterey Wireless Communication Site Application Form" or previously approved "LESSOR of Monterey Wireless Communication Site Modification Application Form"; (ii) any alterations in the frequency ranges or Federal Communications Commission ("FCC") Leased allocation or power levels specified in the approved "County of Monterey Wireless Communication Site Application Form" or "County of Monterey Wireless Communication Site Application Form" or "County of Monterey Wireless Communication Site Application Form" or "County of Monterey Wireless Communication Site Modification Application Form"; (iii) any change in LESSEE's technology protocol (e.g., GSM, CDMA, TDMA, iDEN, etc.); (iv) any addition of Equipment or occupation of additional space, or relocation of Equipment on the tower or on the ground, or relocation of ground space or equipment shelter space; or (v) any repair to the Equipment that affects tower loading capacity.

LESSEE shall apply to make Modifications (as such term is defined below) to its Equipment by submitting a "County of Monterey Wireless Communication Site Modification Application Form" to County together with payment of a Modification application fee as defined in Exhibit D attached.

Any approved Modification(s) shall be evidenced by an amendment to this Agreement, and the "County of Monterey Wireless Communication Site Modification Application Form" approved by LESSOR describing the Modification(s) shall be an exhibit to said amendment.

Any Improvements and Modifications to equipment owned by LESSEE shall be performed at LESSEE'S sole cost and expense. LESSEE shall notify LESSOR in writing sixty (60) days in advance of any planned modification(s) to equipment.

Notwithstanding the foregoing, once the initial Equipment is installed, LESSEE shall not make any material alterations thereto (or to the Premises structure itself) without obtaining the prior written <u>approval</u> of LESSOR except that LESSEE may replace equipment with equipment of the same general type that meets or exceeds the same technical specifications of the original equipment, uses the same RF frequencies, occupies no more physical space and consumes no additional electrical power. LESSEE shall immediately notify LESSOR in writing of such modifications and the date that the modifications are completed.

LESSEE agrees to submit to the LESSOR, for review and approval, all plans including specifications, working drawings, and other information reasonably required by the LESSOR covering proposed alterations by LESSEE. Said plans shall be submitted to the LESSOR for LESSOR's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. All work to be done by LESSEE shall be performed in accordance with the approved plans unless otherwise approved in writing by the LESSOR which approval shall

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not be unreasonably withheld, conditioned or delayed.

C. LESSOR'S IMPROVEMENTS:

LESSOR retains the right to make any improvements to the Premises as reasonably deemed necessary by the LESSOR. Said improvements shall not be inconsistent with the LESSEE's use of the Premises. Nothing contained in this Agreement shall be deemed or construed in any way to limit LESSOR's authority to exercise any right or power concerning the utilization of the Premises. LESSEE's use of the Premises shall be subordinate to the LESSOR's use of the Premises.

D. REPLACEMENT AND RENOVATION OF PREMISES:

LESSOR reserves the right, in its sole discretion, to renovate, replace or rebuild the tower structure, building, or shelter and related improvements thereof. LESSOR reserves the right to erect one or more towers on the Leased Premises. In such event, LESSOR shall provide LESSEE with Tower Space suitable to allow LESSEE to continue to operate the Equipment in a substantially similar manner during any construction period or shall provide LESSEE with a written ninety (90) days' notice of its inability to provide similar tower space. In the event that the LESSOR cannot provide similar tower space, LESSEE shall have the right to establish a temporary facility on the Leased Premises to provide such services as LESSEE deems necessary during any such renovation, replacement, or reconstruction by LESSOR for so long as adequate space is available and such temporary facility does not interfere with such construction or use by other tenants and customers in the Premises. The location of such temporary facility shall be subject to the approval of LESSOR and <u>Weathertop</u>. LESSEE shall be solely responsible for the costs associated with removing and re-installing the Equipment.

E. CONDITIONS PRECEDENT TO INSTALLATION OF OR MODIFICATION TO EQUIPMENT:

LESSOR shall have the right of prior review and approval of all Plans and Specifications and shall have the right to inspect the Equipment and Premises at any time during and after installation. LESSEE shall not commence installation of Equipment or alteration of the Premises, or any portion thereof, until LESSOR has approved the Plans and Specifications and LESSEE has obtained all applicable permits. Such approval shall not be unreasonably withheld, conditioned or delayed. Approval of Plans, Specifications and Permits shall not release LESSEE from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the Plans, Specifications and/or Permits. LESSEE shall be responsible for notifying LESSOR and all other relevant parties immediately upon discovery of such omissions and/or errors. LESSEE shall not cause or permit any change of any equipment installed by LESSEE on Premises including power outputs or changes in the use of frequencies described in Exhibit A except upon written approval from the LESSOR.

LESSEE shall apply for and obtain all applicable permits as are required to perform the work

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described in this agreement and shall comply with all of the terms and conditions set forth in such permits. LESSEE shall arrange for, obtain and bear costs of all: permits (including without limitation any fees as required by any federal, state or local law, statue, ordinance, rule or regulation); plan check and inspection fees; Leases; environmental impact reports; site preparation; surface treatment and relocation of any facilities on the Premises, as necessary or required for health or safety in the construction or alteration of the Premises.

For any activity that requires climbing the tower such as installation or maintenance of antennas, LESSEE shall notify the LESSOR at least 5 business days in advance and the LESSOR may specify the dates or times that such activity may take place. Such notification shall be made to the Monterey LESSOR's Department of Information Technology Radio Manager at (831) 796-1463.

SECTION 3: REPAIRS:

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

SECTION 4: GOVERNMENTAL APPROVALS/TERMINATION

In the event that any governmental permit, approval or authorization required for LESSOR's use of, operation of, or right to Lease space to LESSEE at the Premises is challenged, terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, LESSOR may terminate this Agreement. It is understood and agreed that LESSEE's ability to use the Premises is also contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals relating to the presence and operation of the Equipment at the Premises (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, including all applicable Federal Communications Commission (FCC) requirements. This requirement includes any necessary construction, building or use permits and compliance with any progress inspections that may be required by any regulatory body. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority through no fault of LESSEE so that LESSEE will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement as defined within Section 8 herein.

SECTION 5: RADIO FREQUENCY (RF) EMISSIONS:

A. **RF INTERFERENCE:** LESSEE agrees to have installed radio equipment of the type and frequency that will not cause RF interference in excess of levels permitted by the FCC to LESSOR or to other current lessees of the Premises, which lessees were authorized by the

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LESSOR prior to the execution of this Agreement. In the event LESSEE's Equipment causes such interference, and after LESSOR has notified LESSEE of such interference pursuant to this Agreement, LESSEE will take all steps necessary to correct and eliminate the interference within thirty (30) days of said notice. If the interference continues beyond thirty (30) days of notice, LESSOR shall have the right to require LESSEE to reduce power and/or cease operations until such time as LESSEE can make repairs to the interfering equipment. LESSOR acknowledges that interference may come from different sources, and LESSEE shall only be responsible to correct interference caused by LESSEE's Equipment. LESSOR agrees that LESSEE and/or any other tenants of the Premises who currently have or in the future take possession of the Premises will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE. Should a dispute arise, LESSOR shall provide any assistance necessary between LESSEE and any other tenants.

Notwithstanding the above, in the event that LESSEE's equipment interferes with public safety radio equipment currently installed or to be installed by the LESSOR including such interference during an emergency incident or disaster, LESSEE may be required to resolve any interference issues within twenty-four (24) hours of being notified, or may be required to modify its equipment even if LESSEE's equipment was installed before the equipment installed by the LESSOR In the event that LESSEE cannot modify their equipment to avoid interference with the LESSOR's current or new system, the LESSOR or LESSEE may terminate this Agreement as defined within Section 8 herein and LESSEE shall promptly remove its equipment and antennas from Premises at LESSEE'S sole cost and expense.

LESSEE may be billed for costs expended by LESSOR to identify or resolve RF interference issues caused by LESSEE's equipment as defined within Section 6 herein.

B. RF EMISSIONS COMPLIANCE: LESSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and / or regulations of any other federal or state agency (including but not limited to OSHA) having jurisdiction over the installation, operation, maintenance, and / or working conditions involving RF emissions and / or safety and work standards performed on or near communication towers and antenna Leased Premises. LESSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its Equipment and for repairs to its Equipment at the Leased Premises. LESSEE will immediately remedy its operations to comply with such laws, rules, and regulations as they apply to its operations and / or the operations of all Leased users at the Leased Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards.

SECTION 6: FEES:

LEASE FEE:

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For the rights granted under this Agreement, LESSEE shall pay to LESSOR a Lease fee (hereinafter "Lease Fee") as calculated in accordance with Exhibit D ("Lease Fees and Term"), and subject to provisions as provided. LESSEE shall pay the first annual Lease Fee within sixty (60) days of the Commencement Date, as defined in Exhibit D. The Lease fee shall be prorated for any partial month occurring during the lease term.

All payments shall be due within sixty (60) days of invoice. Payments shall be made to the address specified on the invoice and need not be sent certified. If LESSEE does not pay any amount owed on or before the Due Date, the amount unpaid shall be deemed delinquent. A delinquency fee in the amount of one and $\frac{1}{2}$ percent (1.5 %) of the delinquent amount shall be added to the amount owed and charged to LESSEE. The delinquency fee shall be applied to the amount owed (including any previously added delinquency fee) every thirty (30) days until such time the invoice is paid in full.

OTHER COSTS:

In addition to the Lease Fees specified herein, LESSEE may be billed for actual time expended by LESSOR staff for resolution of issues related to the performance of this Agreement as well as any other actual costs expended by LESSOR. This shall be limited to costs for staff that are otherwise billed to other LESSOR departments or agencies. Rates for such services will be billed to LESSEE at the same rate that the LESSOR is currently billing LESSOR departments internally for similar services, subject to modification each July 1. LESSEE may request rates 60 days in advance in writing by contacting the LESSOR at the address identified in Section 10.

SECTION 7: TERM OF AGREEMENT

The initial term and allowed extensions to this Agreement are described in Exhibit D ("Lease Fees and Term") attached hereto.

SECTION 8: TERMINATION

A. TERMINATION:

This Lease may be terminated by either party for any reason by giving written notice of termination at least sixty (60) days prior to the effective date of the termination. Notice of the exercise of LESSEE's or LESSOR'S right to terminate shall be given to the other party in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, all the parties shall have no further obligations, including the payment of money, to each other.

B. TERMINATION WITH CAUSE:

Except as otherwise provided in this Agreement, LESSOR shall have the right to terminate

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this agreement immediately (i) if LESSEE fails to cure a material breach of any term or condition hereof, within thirty (30) days after LESSOR has notified LESSEE of such breach; or (ii) if said cure cannot reasonably be completed within thirty (30) days and LESSEE has not commenced corrective action within said thirty (30) days and thereafter diligently prosecuted such cure to completion; or (iii) if LESSEE's operation is deemed by LESSOR to endanger or pose a threat to the public health, safety or welfare, including, without limitation, and as an example, if operation of the Equipment adversely interferes with, or otherwise adversely affects LESSOR's communications or operations; or (iv) if LESSOR is mandated by law, a court order or decision, or the federal, state or local government to take certain actions that will cause or require the removal of the Equipment from the Premises.

C. REMOVAL OF EQUIPMENT UPON TERMINATION:

LESSEE shall remove the Equipment and repair and restore the affected areas of the Premises prior to the expiration of this agreement, and to the extent reasonably requested by LESSOR, restore the Premises as nearly as possible to the condition in which it existed immediately prior to the Commencement Date, including, but not limited to, removing rooftop mounts and tie downs (if applicable), electrical conduits, cabling and switches, whether underground or above-ground, reasonable wear and tear excepted. If this agreement is terminated by either party earlier than the expiration of the term, LESSEE shall remove the Equipment and repair and restore the affected areas of the Premises no later than sixty (60) days after notice of termination. Removal of the Equipment shall be at LESSEE's sole cost and expense, except as specifically provided otherwise in this agreement.

In the event that LESSEE fails to remove equipment within sixty (60) days of termination under this section, the LESSOR may remove equipment and LESSEE shall pay for all costs associated with removal of equipment as defined within Section 6 herein.

Both LESSEE and LESSOR shall take or make available to each other photo or electronic files of the Premises prior to occupancy and upon termination and removal of equipment showing compliance with the requirement as outlined above.

- D. **PRORATED LEASE FEE REIMBURSEMENT**: In the event of the early termination of this Agreement, LESSOR will reimburse LESSEE the unused portion of the Lease fee after proration and proper computation.
- E. **HOLDING OVER:** In the event that LESSEE shall hold over after expiration of the term of this Agreement or any extension or renewal thereof, with the consent, express or implied, of LESSOR, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is terminated in a manner prescribed by law.

SECTION 9: ASSIGNMENT

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Neither this Agreement nor any rights hereunder shall be transferred or assigned by the LESSEE, nor shall the LESSEE lease to any person or corporation or business entity, or permit the use of any portion of the Premises by others without the written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the above, LESSEE may assign this Agreement, without written consent by LESSOR, to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or part of LESSEE'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, LESSEE may assign, mortgage, pledge, hypothecate or otherwise transfer with the written consent of LESSOR its interest in this Agreement to any financing entity, or agent on behalf of any financing entity, to whom LESSEE (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 LESSOR shall not be granted until LESSOR receives satisfactory documentation evidencing LESSEE's Assignee's assumption of the terms and conditions of this Agreement. LESSEE shall not encumber the Premises in any manner whatsoever.

SECTION 10: NOTICES

Any demand or notice which either party shall be required, or may desire, to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail and shall be effective as of the date sent to the respective parties as follows:

To LESSOR:

Monterey Contracts/Purchasing Officer 1488 Schilling Place Salinas, CA 93901

with a copy to: County of Monterey Information Technology Dept. ATTN: Contracts Division 1590 Moffett Street Salinas, CA 93905

To LESSEE:

Pacific Gas & Electric Company Attn: Manager, Land Management

P.O. Box 770000 Mail Code N10A San Francisco, CA 94177

with a copy to: PG&E Land Rights Services Attn: Land Agent 650 "O" Street, Mail Bag 23 Fresno, CA 93760

Either party may, from time to time, designate any other address for this purpose by written notice to the other party. Either party for general communication may use telephone, email or facsimile.

SECTION 11: ACKNOWLEDGMENT OF TITLE:

It is understood and agreed that LESSEE, by the acceptance of this Agreement and by the use or occupancy of said Premises, has not acquired and shall not acquire hereafter any property rights or interest in or to said Premises (other than the leasehold interest granted herein), and LESSEE may use the Premises only as herein provided. LESSEE shall not have, nor will it obtain, any right or claim to the continued use of said Premises beyond that specifically given within this Agreement. LESSOR covenants that LESSEE, on paying the Lease Fee and performing the covenants, shall peaceably and quietly have, hold and enjoy the Premises.

LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Premises or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

SECTION 12: INSURANCE AND INDEMNIFICATION:

A. INSURANCE REQUIREMENTS:

LESSEE, at LESSEE'S own expense throughout the Term of this agreement, as extended, shall comply with the insurance requirements attached hereto as Exhibit E and incorporated by reference herein. In the event LESSEE is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished upon request to LESSOR prior to execution of this Agreement. The procuring of the policy or policies of insurance required by Exhibit E shall neither be construed to limit LESSEE'S liability hereunder nor to fulfill the indemnification provisions and requirements of this agreement. Notwithstanding the policy or policies of insurance, LESSEE shall be obligated for the full and total amount of any damage, injury or loss caused by its negligence or willful misconduct arising out of this agreement or LESSEE'S use of the Premises.

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B. PROOF OF INSURANCE:

LESSEE shall deposit with LESSOR, on or before the EFFECTIVE DATE, certificates of insurance and the required endorsements in forms reasonably satisfactory to LESSOR, indicating compliance with the insurance provisions of this AGREEMENT. LESSEE shall keep the insurance in effect, and the certificates evidencing the insurance on deposit with LESSOR, during the Term of the Agreement and as the same may be extended.

C. INDEMNIFICATION:

LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the Premises and arising out of the use of the Premises by the LESSEE, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSOR.

SECTION 13: CONDEMNATION:

In the event of any condemnation of the Premises, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and LESSOR and LESSEE shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

SECTION 14: CASUALTY:

A. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as expiration date of this Agreement and LESSOR and LESSEE shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the Lease Fee shall abate during the period of repair following such fire or other casualty.

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- B. Should any matter or condition beyond the control of LESSOR and LESSEE, such as war, public emergency, calamity, fire, earthquake, flood, or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.
- C. LESSEE shall be solely responsible for any damage or loss to LESSEE's Equipment resulting from theft or vandalism or resulting from any other cause, except as caused by LESSOR's acts or omissions.

SECTION 15: ENVIRONMENTAL

LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Premises in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, officers, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

SECTION 16: REAL ESTATE TAXES:

LESSEE shall pay all personal property taxes assessed against LESSEE's personal property that is located within the Premises. LESSOR shall pay all real property taxes and all other fees and the LESSOR's premises or LESSOR's personal property or improvements thereon owned and maintained by the LESSOR.

SECTION 17: DEFAULT

Except as otherwise provided in this agreement, in the event there is a default by LESSEE with respect to any of the provisions of this Agreement or its obligations under it the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, LESSEE shall have thirty (30) days in which to cure any default, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph. In the event that LESSEE fails to cure a default within thirty (30) days or as otherwise provided in this section, LESSOR may take possession of the premises and remove all LESSEE improvements from the premises. LESSOR shall invoice LESSEE for any staff time related to removal of equipment resulting from default as defined within Section 6 herein.

Initials Ref_

SECTION 18: JURISDICTION AND COMPLIANCE WITH LAWS

The laws of the State of California shall govern this Agreement. The duties and obligations of the parties created hereunder are performable in Monterey County, and Monterey County shall be the venue for any action or proceeding that may be brought or arise by reason or connection with this Agreement. LESSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), and the Occupational Safety and Health Administration ("OSHA")

SECTION 19: EXHIBITS

Within forty-five (45) days following the commencement of the installation of the Equipment, LESSEE shall provide LESSOR with as-built drawings of the Equipment at the Premises ("As-Built Drawings"), such As-Built Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with LESSEE's use of the Premises. Upon receipt, LESSOR shall insert hereto the As-Built Drawings as updates to Exhibits A and B. In the event that LESSEE fails to deliver the Construction Drawings as required by this section, LESSOR may cause such As-Built Drawings to be prepared on behalf of LESSEE and LESSOR shall assess a fee for such As-Built Drawings of cost which upon invoice shall become immediately due and payable. LESSOR shall be responsible for completion of As-Built Drawings resulting from any modifications required by the LESSOR.

SECTION 20: MISCELLANEOUS

- A. **AMENDMENT**: This Agreement may be amended or modified only by an instrument in writing signed by the authorizing party for the LESSOR and LESSEE.
- B. WAIVER: Any waiver of any terms and conditions of this Agreement must be in writing and signed by the authorizing party for the LESSOR and LESSEE. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions of this Agreement.
- C. NON-EXCLUSIVE AGREEMENT: This Agreement is non-exclusive and both LESSOR and LESSEE expressly reserve the right to contract with other entities for the same or similar services, except as otherwise prohibited by this Agreement.
- D. AUTHORITY: Any individual executing this Agreement on behalf of the LESSOR or the LESSEE represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

Initials Ref

- E. **INTEGRATION:** This agreement, including the exhibits, represent the entire Agreement between the LESSOR and LESSEE with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the LESSOR and LESSEE as of the effective date of this agreement, which is the date that the LESSOR signs this agreement.
- F. **TIME IS OF THE ESSENCE:** Time is of the essence in each and every provision of this Agreement.
- G. **SUCCESSORS AND ASSIGNS:** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Agreement shall bind the parties, their personal representatives, successors, and assigns.
- H. **SEVERABILITY:** The invalidity of any provision of this lease, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Initials <u>V</u>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below their respective authorized signatures.

LESSOR:

LESSOR:		LESS	EE:
By:	Contracts/Purchasing Officer	_ Pacific Corpora	Gas and Electric Company, a California ation
Date: By: Date:	Department Head (if applicable)	- By:	Kunt H (Signature of Authorized Representative)*
By: Date:	Board of Supervisors	_Date:	POBEET L. JONES MANAGEE LAND 219HTS Name and Title 9.18.18
By: Date:	Deputy County Counsel	- By:	(Signature of Authorized Representative)*
Approved as	s to Fiscal Provisions		
By: Date:	Auditor/Controller	-	
Approved as	to Liability Provisions		
By:	Risk Management	-	

Initials Ref -

Exhibit A: Premises

Initials By

EXHIBIT A





Vicinity Map

CARMEL VALLEY - ROBERTS KNOLL RADIO TOWER MONTEREY COUNTY OWNED SITE

500 EL CAMINITO ROAD CARMEL VALLEY, 93924 LATITUDE: 36.498953 LONGITUDE: -121.713003







Exhibit A-1: Auxiliary Emergency Power System

Initials 🧏

EXHIBIT A-1

Carmel Valley Backup Power Specifications

This document contains details on the power capability of PG&E's hydrogen fuel cell to withstand loads from both PG&E and Monterey County equipment. PG&E is installing a hydrogen fuel cell which will provide back up power for PG&E's radio equipment. The fuel cell will be available for Monterey County to use as back up power for their equipment.

Power Consumption

The hydrogen fuel cell is an E-1100 series operating at 48VDC. The fuel cell has the following specifications:

- Maximum Net Rated Power: 1100 W
- Maximum Rated Current: 23A

At 48VDC, the maximum load of the PG&E equipment is 8.335 A. This equipment includes:

- TAIT TB8100 4-Channel Radio System
- Cisco Catalyst 3560 Ethernet Switch
- AER2100 Cradlepoint Router
- Cisco ASA5506 Firewall

At 48VDC, the maximum load of the Monterey County equipment is 8.958 A. This equipment includes:

- (4) MSTR V Harris Repeaters
- 4.9 GHz Carlson Microwave Link

In total, the maximum load that will be applied to the hydrogen fuel cell (with Monterey County equipment included) is 17.293 A. This load is approximately 75% of the fuel cell's capacity.

Installation

The hydrogen fuel is being installed by Plug Power. Plug Power is responsible for installing the DC power cables between the fuel cell and PG&E's radio cabinet.



FIGURE 1: PG&E Power Distribution

If Monterey County opts to utilize the fuel cell, Monterey County will connect power cables directly to the hydrogen fuel cell for their backup power requirements.

EXHIBIT A-1 (continued)



FIGURE 2: PG&E Power Distribution – Monterey County Connection

GENSURE E-1100V[™] FUEL CELL WITH 6CYL300 FUEL STORAGE

- Ideal for site loads up to 1,100W
 - Industry-first vertical mount chassis
 - Space-saving options
- Hundreds of hours of runtime at an affordable price
- Quiet and clean



Dimensions (w x d x h)	41.3" x 34.3" x 72" (105 cm x 87.12 cm x 183 cm)
Weight	548 lbs / 248.5 kg
Rated net power	1,100 Watts
Rated current	46A @ 24 VDC / 23A @ 48VDC
DC voltage	24 or 48 VDC nominal
Fuel Composition	Standard industrial grade hydrogen (99.95%)
Supply pressure to unit	10 psig / 69 KPag / 0.69 bar
Fuel Consumption	13.4 slpm @ 1,000 Watts
Hydrogen Storage Capacity	54 kWh (Modular storage solutions available from 8kWh to 300kWh)
Ambient temperature	-40°F to 122°F / -40°C to 50°C
Relative humidity	0 to 95% non-condensing
Altitude	-197 ft to 13,800 ft / -60m to 4,206m
Location	Outdoors
Safety Compliance	CSA (excludes fuel wing*), NEBS
Water emissions	Max. 25mL / kWh
Noise	65 dBA @ 4.92 ft / 1.5m when ducted outside
Remote Monitoring/Control	System configuration & status / Historical & operational data
Communications	Standard: USB / Dry Contact / Ethernet / SNMP / Web interface Optional: Wireless modem – CDMA / GSM / Ethernet switch / Front panel display



*hydrogen fuel is not within the purview of CSA

Corporate Headquarters 968 Albany Shaker Road Latham, NY 12110 518.738.0320 West Coast 15913 E. Euclid Ave. Spokane, WA 99216 509.228.6500



PLUGPOWER.COM gensure@plugpower.com

122015

Exhibit B: Equipment

Initials <u>P</u>_____

EXHIBIT B

COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE APPLICATION FORM SUBMITTTAL INFORMATION

RETURN THIS APP	PLICATION	N TO:			Date F	Date Received by County: 10/12/2017							
Monterey County De	epartment o	f Informa	tion Technology		Revisi	on Date(s):							
1590 Moffett Street		Eı	nail: beardsa	llLD@co.monterey.ca	a.us								
Salinas, CA 93905		Of	fice: 831-	759-6938	Cour	ty Site Name:	ROBERTS KNO	LL					
Attn: Lynnette Bear	dsall,	Fa	x:		Cour	ity Site	500 EL CAMIN	ITO ROAD					
Management	Analyst				Addr	ess:	CARMEL VAL	LEY, CA. 93924					
				APPLICA	NT INFORM	ATION							
Applicant (Carrie	er):	P	G&E		Cont	act Name:	Fabian Cano						
Applicant Site Na	ame:	С	armel Valley	Radio Repeater	Cont	act Number:	(559) 263-747	2					
Applicant Site Nu	umber:	F	MI ID# 22803		Cont	act Fax:	(559) 263-738	8					
Applicant Legal I	Entitv Nar	ne: Pa	acific Gas and	Electric Compa	nv Cont	Contact Address: Pacific Gas and Electric Company							
Notice Address for	or Lease:	A	ttn: Manager	. Land Managen	nent		650 "O" Stree	650 "O" Street. Mailhag 23					
		P	O. Box 77000	, Mail Code N10	A		Fresno, CA. 9	3721					
		S	an Francisco,	CA. 94177	Cont	act Email:	fxcg@pge.con	n					
			A	ADDITIONAL C	ARRIER IN	FORMATION							
Leasing Contact 1	Name/Nu	mber:	Fabian	Cano		/ (559) 2	63-7472						
Planning Contact	Name/Nu	umber:	Halde	n Petersen		/ (714) 309-1962						
RF Contact Name	e/Number		Jason (Gilliland		/ 831-	784-3320						
Construction Con	ntact Name	e/Numb	er: Prem M	Modak		/ 530-757-	-5817						
Emergency Conta	act Name/	Number	: PG&E	Network Operation	ons Communi	cations Center	/ (800) 830-33	65					
				SITE	INFORMATI	ION							
Latitude:	36	- 29	- 56.12	7 Existing/Pron	osed	Existing 30 fo	ot Rohn Tower	/					
Lutitude.	50	2)	50.17	Structure Typ	e:	Existing 50 100t Rollin Tower /							
Longitude:	121	- 42	- 46.74	Existing/Prop	osed	Existing COM Outdoor Cabinet / Proposed Pentair GJ960							
Ũ				Structure Hei	ght:	equipment cabinet & Proposed Fuel Cell							
Site Address:	500 El Ca	aminito	Road, Carmel	Valley, CA. 9392	4	· · ·	<u> </u>						
				ANTENNAS	(ATTACH D	IAGRAM)							
Sector				V1		l I	V2		V3				
Desired Rad Cent	ter (Feet A	AGL)		10 feet, 3	30 feet	11	feet						
Antenna Quantity	/			2			1						
Antenna Manufac	cturer			dbSpe	ctra	Yagi/Log	g-Periodic						
Antenna Model (A	Attach Sp	ec Shee	t)	DB DS4C00	0F36U D	1705	88-000						
Weight (per anter	nna)		•	5.51	b	1	.8						
Antenna Dimensi	ions			2.8 feet	long	11.75	inches						
ERP (watts)				500)	1	00						
Antenna Gain				0 dB	d	6.35	5 dBd						
Orientation/Azim	nuth			Sout	h	Sc	outh						
Mechanical Tilt				0			0						
Channels				4			1						
Tower Mount Dir	mensions			3.5 in (1	max)	3.5 in	(max)						
Tower Mount We	eight			7 lb)	7	lb						
Tower Mount Mo	ounting He	eight		10 feet, 3	30 feet	11	feet						
Transmit Frequen	ncy			451.0625	0 MHz	451.062	250 MHz						
Receive Frequence	cy												
Number of Coax	Cables (I	PER AN	TENNA)	1			1						
Diameter of Coax	x Cables			1/2 inc	ch	1/2	inch						
Type of Service (i.e. CELL	ULAR,	CDMA):	CELLU	LAR	CELL	ULAR						
Filtering Information	tion												
Microwave Dish	(es) Nu	umber:	Ma	nufacturer:	1	Model No.:		Diameter:	Feet				
	F	CC ID:		Azimuth:		Desired	d Height (CL) or	n Tower:	Feet				

0	NOUND/ROOFIOI SIAC	E REQUIREMENTS (ATTACITURA)	JINPALVI
Total Lease Area Dimensions	4'x8' and 4'x6'	Total Leased Square Footage	56 SQ FT.
Cabinet Pad Dimensions	4'x8' (cab); 4'x6' (fuel	Cabinet Manufacturer/Model	CABINET: Pentair T507030PM5
	cell)		FUEL CELL: Plug Power 880-
			112465
Shelter Pad Dimensions	N/A	Shelter Manufacturer/Model	N/A
	POV	VER REQUIREMENTS	
AC Power	220 VAC	Required Voltage and Total Amperage	220 VAC, 10A

GROUND/ROOFTOP SPACE REQUIREMENTS (ATTACH DIAGRAM)

TELCO REQUIREMENTS

Existing/New/ T1	N/A	Total # of pairs required	N/A

THE FOLLOWING INFORMATION WILL ASSIST COUNTY PLANNING & BUILDING AND GEOGRAPHIC INFORMATION SYSTEM (GIS)

EXISTING SITE (IN MONTEREY COUNTY) INFORMATION

Site Name	Site address	APN	Collocation?	Structure Type
ROBERTS KNOLL	500 El Caminito Road, Carmel Valley, CA. 93924	187011006000	YES	EXISTING 30
				FT ROHN
				TOWER
		*	Contraction of the second s	

PROPOSED SITE (IN MONTEREY COUNTY) INFORMATION (3 YEAR BUILDOUT)

Site Name	Site address or center of Search Ring	APN	Collocation?	Structure Type
CARMEL VALLEY	500 El Caminito Road, Carmel Valley, CA. 93924	187011006000	NO	NEW
				Equipment
				Cabinet
CARMEL VALLEY	500 El Caminito Road, Carmel Valley, CA. 93924	187011006000	YES – To be a	NEW
			shared facility	Hydrogen Fuel
			with County	Cell
	·		(as option).	
2				

Applicant Signature

<u>AUGUST 14, 2018</u>. Date

LAND AGENT	
Title	

CO	MISS	ON X	101010.0									
-4	LIC	ENSEE: PACIFIC G	AS AND ELECTRIC			W	Call Sig /QWZ46	n 1	1	File Num 00070804	1ber 159	
	AT PA(487	IN: PG&E FCC/FAA CIFIC GAS AND ELE WEST SHAW AVEN	5	Radio Service YG - Industrial/Business Pool, Trunked								
	FRE	ESNO, CA 93704			Regula PM	tory Sta IRS	tus					
FC	C Re	gistration Number (I	FRN): 0001551555				Freque	ncy Coo RSAA1	rdinatio 1231501	n Numb 44	er	
		Grant Date 01-06-2016	Effective 01-06-20	Grant Date Effective Date 01-06-2016 01-06-2016								
						** **						
			STATION	TÉCHN	ICAL SPI	ECIFICAT	IONS	ļ.				
Fixe	d Lo	cation Address or M	STATION	TECHN:	ICAL SPE		IONS					
Fixe Loc. Loc.	d Lo 1 2 3	cation Address or M Address: ROBERTS K City: CARMEL VALL Lat (NAD83): 36-29-56 Area of operation Operating within a 32.0 Area of operation Land Mobile Control St	STATION obile Area of Opera NOLL 1.2 MILES NE EY VILLAG Con 5.3 N Long (NAD83): km radius around fixed ation meeting the 6.1 M	TECHN tion OF anty: MOI 121-42-47 location I leter Rule:	ICAL SPI NTEREY 7.0 W ASH I : MONTERI	ECIFICAT State: C No.: 12376	IONS CA 08 Grou CA	Ind Elev:	630.3			
Fixe Loc. Loc. Anto	d Lo 1 2 3 ennas Ant	cation Address or M Address: ROBERTS K City: CARMEL VALL Lat (NAD83): 36-29-56 Area of operation Operating within a 32.0 Area of operation Land Mobile Control St Frequencies (MHz)	STATION obile Area of Opera NOLL 1.2 MILES NE EY VILLAG Co 5.3 N Long (NAD83): km radius around fixed ation meeting the 6.1 M Sta. Cls.	TECHN tion OF anty: MOI 121-42-47 location I leter Rule: No. Units	ICAL SPH NTEREY 7.0 W ASH 1 MONTERJ No. E Pagers D	ECIFICAT State: C No.: 12376 EY county, C Cmission Designator	IONS CA 08 Grou CA Output Power	ERP (watts)	630.3 Ant. Ht./Tp	Ant. AAT	Construct Deadline	
Fixe Loc. Loc. Anto Loc No.	d Lo 1 2 3 ennas Ant No. 1	cation Address or Me Address: ROBERTS K City: CARMEL VALL Lat (NAD83): 36-29-56 Area of operation Operating within a 32.0 Area of operation Land Mobile Control St Frequencies (MHz) 000451.06250000	STATION obile Area of Opera NOLL 1.2 MILES NE EY VILLAG Co 5.3 N Long (NAD83): km radius around fixed ation meeting the 6.1 M Sta. Cls. FB8	TECHN tion OF anty: MOI 121-42-47 location I leter Rule: No. Units 1	ICAL SPI NTEREY 7.0 W ASF 1 MONTERJ No. E Pagers D	ECIFICAT State: C No.: 12376 EY county, C Cmission Designator HK2F2D HK2F2D	IONS CA 08 Grou CA Output Power (watts) 45.000	ERP (watts) 25.000	630.3 Ant. Ht./Tp meters 7.6	Ant. AAT meters 275.2	Construct Deadline Date 01-06-201	
Tixe Loc. Loc. Anto Loc No.	d Lo 1 2 3 Ant No. 1	cation Address or M Address: ROBERTS K City: CARMEL VALL Lat (NAD83): 36-29-56 Area of operation Operating within a 32.0 Area of operation Land Mobile Control St Frequencies (MHz) 000451.06250000 000451.21250000	STATION obile Area of Opera NOLL 1.2 MILES NE EY VILLAG Co 5.3 N Long (NAD83): km radius around fixed ation meeting the 6.1 M Sta. Cls. FB8	TECHN tion OF anty: MOI 121-42-47 location I leter Rule: No. Units 1	ICAL SPH NTEREY 7.0 W ASF I MONTERI No. E Pagers D	ECIFICAT: State: C No.: 12376 EY county, C EY county, C Cmission Designator HK2F2D HK2F3E HK2F2D HK2F3E	IONS CA 08 Grou CA Output Power (watts) 45.000	ERP (watts) 25.000 25.000	630.3 Ant. Ht./Tp meters 7.6 - 7.6	Ant. AAT meters 275.2 275.2	Construct Deadline Date 01-06-201 01-06-201	

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. § 606.

Licensee Name: PACIFIC GAS AND ELECTRIC

Call Sign: WQWZ461

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File Number: 0007080459

Print Date: 01-07-2016

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000452.90000000	FB8	1		11K2F2D 11K2F3E	45.000	25.000	7.6	275.2	01-06-2017
1	1	000452.42500000	FB2	1		11K2F2D 11K2F3E	45.000	25.000	7.6	275.2	01-06-2017
2	1	000456.06250000	MO8	2000		11K2F2D 11K2F3E	40.000	40.000			01-06-2017
2	1	000456.06250000	MO8	2000		11K2F2D 11K2F3E	5.000	5.000			01-06-2017
2	1	000456.21250000	MO8	2000		11K2F2D 11K2F3E	40.000	40.000			01-06-2017
2	1	000457.55000000	MO8	2000		11K2F2D 11K2F3E	40.000	40.000			01-06-2017
2	1	000457.55000000	MO8	2000		11K2F2D 11K2F3E	5.000	5.000			01-06-2017
2	1	000457.90000000	MO8	2000		11K2F2D 11K2F3E	40.000	40.000			01-06-2017
2	1	000457.90000000	MO8	2000		11K2F2D 11K2F3E	5.000	5.000			01-06-2017
2	1	000457.42500000	MO	2000		11K2F2D 11K2F3E	40.000	40.000			01-06-2017
2	1	000457.42500000	МО	2000		11K2F2D 11K2F3E	5.000	5.000			01-06-2017
2	1	000456.21250000	MO8	2000		11K2F2D 11K2F3E	5.000	5.000			01-06-2017
3	1	000456.06250000	FX1	20		11K2F2D 11K2F3E	40.000	40.000			
3	1	000456.21250000	FX1	20		11K2F2D 11K2F3E	40.000	40.000	1		
3	1	000457.55000000	FX1	20		11K2F2D 11K2F3E	40.000	40.000	À		

Licensee Name: PACIFIC GAS AND ELECTRIC

•

Call Sign: WQWZ461	File Nu	mber:	0007080	459	Print Date: 01-07-2016						
Antennas											
Loc Ant Frequencies No. No. (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date		
3 1 000457.90000000	FX1	20		11K2F2D 11K2F3E	40.000	40.000					
3 1 000457.42500000	FX1	20		11K2F2D 11K2F3E	40.000	40.000					
Control Points											
Control Pt. No. 1											
Address: FAIRFIELD INFORMATION &	OPERATIONS	CENT	ER, 425 B	ECK AVENU	Е						
City: FAIRFIELD County: SOLANO	State: CA	Teleph	ione Num	ber: (415)973	-3662						
Associated Call Signs		2									
Waivers/Conditions: NONE											

dbSpectra

UHF Omni Antennas (450-482 MHz)

									4	50-48	2 MH	z							
	Model Number	DS4C00F36U-N	DS4C00F36U-D	DS4C03F36U-N	DS4C03F36U-D	DS4C06F36U-N	DS4C06F36U-D	DS4C08F36U-N	DS4C08F36U-D	DS4C10F36U-N	DS4C10F36U-D	DS4C00F36D-N	DS4C00F36D-D	DS4C03F36D-N	DS4C03F36D-D	DS4C06F36U3N	DS4C06F36U3D	DS4C08F36U3N	DS4C08F36U3D
	Input Connector	N(F)	7/16 DIN	N(F)	7/16 DIN	N(F)	7/16 DIN	N(F)	7/16 DIN	N(F)	7/16 DIN	N(F)	7/16 DIN	N(F)	7/16 DIN	N(F)	7/16 DIN	N(F)	7/16 DIN
	Туре	Sin	gle	Sin	gle	Sin	gle	Sin	gle	Sin	gle	Dı	ial	Du	ial	Веа	mtilt	Bea	mtilt
	Bandwidth, MHz	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2
Ļ	Power, Watts	50	00	50	00	50	00	50	00	50	00	35	50	35	50	50	00	50	00
SICA	Gain , dBd	C)	3	3	6	6	8	3	1	0	()	3	3	6	6	8	3
Ц С	Horizontal Beamwidth, degrees	36	60	36	60	36	60	36	60	36	60	360		36	60	360		360	
	Vertical Beamwidth, degrees	6	60		0	1	6	1	0	6	6	6	0	3	0	16		10	
	Beam Tilt, degrees	0	0 0)	0		0		0		0		0		3 Down		3 Down	
	Isolation (minimum), dB	N	Ά	N/A		N/A		N/A		N/A		> 25		36		N/A		N/A	
	Number of Connectors	1		1	1	1	1	1	1			2		2		1		1	
	Flat Plate Area, ft ² (m ²)	0.38 (0.04)	1.59 ((0.15)	2 (0	.19)	3.65 (0.34)	4.78 (0.44)	1.24 (0.12)	2.79 (0.26)	1.93 (0.18)		3.65 (0.34	
A N	Lateral Windload Thrust, Ibf(N)	10 (46)	60 (2	267)	60 (2	267)	136 (605)	179 (796)	35 (154)	105 (467)	73 (3	322)	120 (534)
MECH	Survival Wind Speed without ice, mph(kph) with 0.5" radial ice, mph(kph)	451 (329 (726) 529)	200 (175 ((322) (282)	161 (130 (161 (259) 130 (209)		90 (145) 65 (105)		70 (113) 50 (80)		177 (285) 145 (233)		120 (193) 100 (161)		(274) (241)	95 (* 65 (*	153) 105)
	Mounting Hardware included	DSH2	2V3R	DSH2	2V3R	DSH:	3V3R	DSH:	3V3N	DSH	3V3N	DSH2	2V3R	DSH:	3V3N	DSH:	3V3R	DSH3	3V3N
S	Length, ft(m)	2.8 (0.9)	8 (2	2.4)	10.3	(3.1)	18.3	(5.6)	23.8	(7.3)	6.2 (1.9)	14 (4.3)	9.7	(3)	18.3	(5.6)
	Radome O.D., in(cm)	2 (5	5.1)	3 (7	7.6)	3 (7	7.6)	3 (7	7.6)	3 (7	7.6)	2 (5	5.1)	3 (7	7.6)	3 (7	7.6)	3 (7	7.6)
л Z Ш	Mast O.D., in(cm)	2.5 (6.4)	2.5 ((6.4)	2.5 ((6.4)	2.5 (6.4)	2.5 (2.5 (6.4)		6.4)	2.5 (6.4)	2.5 ((6.4)	2.5 (6.4)
	Net Weight w/o bracket, lb(kg)	5.5 (2.5)	20 (9.1)	29 (1	13.2)	47 (2	21.3)	65 (2	29.5)	13 (5.9)	40 (1	8.1)	25 (*	11.3)	47 (2	21.3)
	Shipping Weight, lb(kg)	9.6 (4.4)	40 (1	18.1)	59 (2	26.8)	77 (3	34.9)	95 (4	3.1)	20.6	(9.3)	70 (3	81.8)	55 (2	24.9)	77 (3	34.9)



4

dbSpectra

Antenna Mounting Hardware



DSH1V3R



REGULAR MOUNTING

Mount aluminum base station antennas to round or angled tower legs. Center section of each clamp is welded to provide mechanical stability and all parts are hot-dipped galvanized steel.

MODEL	DSH1V3R	DSH2V3R	DSH2H3R	DSH3V3R
Antenna Length, ft(m)	N/A	0(0) to 10(3.1)	0(0) to 10(3.1)	10(3.1) to 14(4.3)
# of Clamps	1	2	2	3
Mounting	Vertical	Vertical	Horizontal	Vertical
Pipe Mount, in(mm)	1.3(32) to 3.5(89)	1.3(32) to 3.5(89)	1.3(32) to 3.5(89)	1.3(32) to 3.5(89)
Weight, lb(kg)	5(2.3)	7(3.2)	10(4.5)	9(4.1)
Shipping Weight, lb(kg)	6(2.7)	8(3.6)	12(5.5)	10(4.5)

DSH2H3R



NO TORSION MOUNTING

Utilizes three clamps on a galvanized steel tube to mount antennas to round tower members.

MODEL	DSH3V3N	DSH3V4N	
Antenna Length, ft(m)	14(4.3) and greater	14(4.3) and greater	
# of Clamps	3	3	
Mounting	Vertical	Vertical	
Pipe Mount, in(mm)	3(76.2)	4(101.6)	
Weight, lb(kg)	10(4.5)	10(4.5)	
Shipping Weight, lb(kg)	20(9.1)	20(9.1)	
Shipping Dimensions (W x H x D), in(mm)	11 x 33 x 4 (279 x 838 x 102)	11 x 33 x 4 (279 x 838 x 102)	

TOP SWAY BRACE - OUTRIGGER MOUNTING

Limit tip deflection on fiberglass antennas in high wind conditions. Two optional 14-inch (355.6 mm) tie wraps can be used with this outrigger to provide additional support for the antenna. Attach to the tower legs using supplied DSH2H3R hardware kit.

MODEL	DSH2H3S		
Antenna Length	N/A		
# of Clamps	2		
Mounting	Horizontal		
Flange Inner Diameter, in(mm)	3.38(85.7)		
Tube Diameter, in(mm)	2(50.8)		
Length to Center of Flange ft(m)	12' 2/5" (3.111)		
Weight, lb(kg)	10(4.5)		
Shipping Weight, lb(kg)	20(9.1)		
Shipping Dimensions (W x H x D), in(mm)	11 x 33 x 4 (279 x 838 x 102)		



DIRECTIONAL ANTENNA MOUNTING HARDWARE

MODEL	DB380	
Antenna Length	N/A	
# of Clamps	2	
Mounting	Antenna-to-Pipe	
Pipe Mount, in(mm)	3.5(76.2)	
Weight, lb(kg)	10(4.5)	
Shipping Weight, lb(kg)	20(9.1)	

Specifications are subject to change • www.dbspectra.com • 1590 E Hwy 121 Bus, Ste A100, Lewisville, TX 75056 • P(469)322-0080 • F(469)322-0079 • ISO 9001:2008 • 096000-049.E • © 02/14

LOG PERIODIC ANTENNA

High Performance Wide Band Log Periodic Antenna



- Works on all worldwide cellular bands for voice and 4G data: LTE/CDMA/GSM/UMTS/AWS
- High performance for weBoost cellular repeater-boosters: 8 to 10 dBi broadband
- Designed for building exterior installation; direct at cell tower for best signal
- High efficiency and compact design
- UV stable white sealed radome
- Rugged and waterproof for all weather operation
- Simple install kit with tilt/swivel mast bracket for 1.25" to 2" diameter pipe/mast
- 2 year warranty

ELECTRICAL SPECIFICATIONS

Frequency range (MHZ)	698-960 / 1710-2700		
Polarization	Vertical / Horizontal		
Gain(dBi)	8.5 Avg / 9.5 Peak		
Half-power beam width(°)	Low Band: 100-109 Horiz, 65 Vert		
Half-power beam width(°)	High Band: 70-85 Horiz, 55 Vert		
Front-to-back ratio(dB)	≥10 AVG		
Impedance(Ω)	50 (314411) 75 (314475)		
VSWR	≤1.6:1 / 1.4:1 avg		
Maximum input power(W)	100		
Lightning Resistance	DC Ground		

MECHANICAL SPECIFICATIONS

Model	314411	314475	
Connector	N-Female	F-Female	
Dimensions (in / mm)	11.75x8.25x2.50 / 300×210 ×65		
Dimensions, boxed (in / mm)	13.50x8.25x3.25 / 385×215 ×82		
Antenna weight (lb / kg)	1.8 / 0.8 wi	th bracket	
Packing weight (lb / kg)	2.0 /	0.9	
Wind loading area (sqr ft / m)	≤2.13 / 0.2		
Rated wind velocity (mph / kph)	90 / 144		
Mounting mast diam. (in / mm)	1.5-2.0 / 40-50		
Radiator material	Aluminum		
Radome material	ABS Anti UV		
Radome color	Wh	White	
Water resistance IPX Weather rated		her rated	
Operating temperature(°C/ F)	-40 to +55 / -40 to +131		

314411-314475 _ SS _ 11-03-15b _ R01







1 12-12-2017 AFC: ADD TAIT RADIO PER TAIT RADIO PROEJCT 7083653 A4XP WXAE JJDC WXAE GTS4	APP	PROVEDPO/JO	7083653	
		BY SUPV	J.DEKEYSER	
	J	JUDC DSGN	A.PARKS	CARM
		DWN	W.AHREN	
	W	WXAE <u>Chkd</u>	G.T.SANTIAGO	
			R.GILLELAND	
NO. DESCRIPTION GM/SPEC DWN CHKD SUPV APVD INC DATE DESCRIPTION DESCRIPTION DATE DESCRIPTION DESCRIPTION	J INC A	DATE	03-01-2017	PACIFIC
REVISION REVISION REVISION	R	RBGE SCALES	NONE	S
Fold				5



8

DETAIL 1: RADIO TOWER ROBERTS KNOLL SCALE: NONE



<u>NOTES:</u>

1. FUEL CELL CABINET 2. RADIO CABINET DIME 3. RADIO CABINET HAS SIDE ACCESS TO EQUI 4. RADIO CABINET FIVE AND ONE SIDE COMPAR ENTRY, POWER DISTRIE 5. COPPER BONDING B 6. RADIO CABINET RAC HOLES AND ARE INFIN COMPARTMENT.

7. RADIO CABINET RACH SPOOLS. 8. EACH COMPARTMENT OR 23-IN. RACK ANGLE

9. TOP OF RADIO CABI ANGLES PROVIDING A SIDES OF THE CABINE 10. RADIO CABINE L-HA 11. BOTTOM HOLES PRO CONCRETE PAD.

12. ALL RADIO CABINET AND VAULT-STYLE LOU 13. GROUNDING AND BC BODY OF RADIO CABIN 14. THREE CABLE ENTR RADIO CABINET.

15. FOUR CABLE ENTRY CENTRAL COMPARTMEN

REFERENCES: 1. LAN/WAN CIRCUIT. 2. FACILITY DATA FIL

		<u>FOL</u>
INET DIMENSIONS ARE 72"HX43"WX35 DIMENSIONS ARE 72"HX70"WX30"L. HAS FIVE DOORS MOUNTED FOR FRO EQUIPMENT. FIVE-DOOR MODEL HAS TWO EQUAL OMPARTMENT. SIDE COMPARTMENT IS I STRIBUTION AND LOAD CENTER. NG BARS INCLUDED WITH RADIO CABIN RACK ANGLES HAVE EIA UNIVRESAL INFINTELY ADJUSTABLE FRONT-TO-BA	O''L. ONT, REAR AND COMPARTMENTS DEAL FOR CABEL NET. SPACED SQUARE ACK IN	
RACK ANGLES ARE PREDRILLED FOR TMENT IN RADIO CABINET IS CAPABLE ANGLE POSITIONING. CABINET HAS INTEGRAL SOLAR SHIEL G A PEAKED ROOF TO DEFLECT RAIN ABINET. L-HANDLE IS PADLOCKABLE.	BEND RADIUS OF EITHER 19- D WITH DORMED WATER TO THE	DRAWING NUMBER 460587
BINET DOOES HAVE DOOR SWITCH, DO E LOCKING SYSTEM. ID BONDING STUDS PROVIDED ON ALL CABINET. ENTRY BOOTS PROVIDED INSIDE COM	DOR (WIND) STOPS DOORS AND IPARTMENT OF	4 Ω
SIRY GLAND PLATES PROVIDED BET TMENTS OF RADIO CABINET. SCUIT	WEEN SIDE AND	
ARRANGEMENT OUTDOOR CARMEL VALLEY - ROBERTS KNOLL	INCORPORATION 1 BILL OF MATL SEE ASSET INFO DATABASE SUPSDS SUPSD BY SHEET NO. 1 OF 1 SHEETS	
PACIFIC GAS AND ELECTRIC COMPANY SAN FRANCISCO, CALIFORNIA 5 4	460587 1 1 0 INCH	

trol)ICE oice	Base TX Frequency (MHz)	Planned Station Class	Tait Channel Number	Call Sign
TROL	451.06250	FB8	5	WQWZ461
DICE	451.21250	FB8	17	WQWZ461
ICE	452.55000	FB8	124	WQWZ461
ICE	452.90000	FB8	152	WQWZ461

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Inside Telecom Cabinet







Features

•• Five doors mounted for front, rear and side access to equipment

- •• Five-door model has two equal compartments and one side compartment
- •• Side compartment is ideal for cable entry, power distribution and load center
- •• Copper bonding bars included with cabinet
- •• Rack angles have EIA universal spaced square holes and are infinitely adjustable front-to-back in compartment
- •• Rack angles are predrilled for bend radius spools
- •• Each compartment is capable of either 19- or 23-in. rack angle positioning
- •• Top has integral solar shield with formed angles providing a peaked roof to deflect rain water to the sides of the cabinet
- L-handle is padlockable
- Bottom holes provided for bolting cabinet to concrete pad
 All doors have door switch, door (wind) stops and vault-style
- locking system
- •• Grounding and bonding studs provided on all doors and body
- •• Three cable entry boots provided in side compartment
- •• Four cable entry gland plates provided between side and central compartments

Industry Standards UL 508A Listed: Type 3, 3R, 4, 4X, 12; File No. E61997 CSA: Type 3, 3R, 4, 4X, 12 NEMA/EEMAC Type 3, 3R, 4, 4X, 12 EC60529, IP66 Designed to meet Telcordia NEBS™ GR-487, GR-63 and IEC 48D EIA 310-D with 19-in. spacing for rack equipment Cabinet is RoHS compliant

Specifications

- Manufactured from Type 5052-H32 0.125-in. thick aluminum
 Seams continuously welded and ground smooth
- Heavy duty continuous hinge with stainless steel hinge pin on all doors
 Rack angles made of 12 gauge plated steel
- •• All doors have with seamless gasket
- •• Door handles made of die-cast zinc with black polyester powder finish

Finish

RAL 7035 light-gray, textured, low-gloss polyester powder paint over pretreated surfaces. Custom finishes available.







Exhibit C: Access and Security Polices

LESSEE may only access site with escort of LESSOR. Emergency access may be coordinated through the ITD Help Desk at 831-796-1400. For routine access such as for preventative maintenance, LESSOR shall provide at least one week notice.

Except in the case of an emergency, LESSEE may only access the site Monday through Friday between the hours of 9:30 am to 4:00 pm. For the purposes hereof, an emergency shall be deemed to be LESSEE's inability to transmit signals from, or receive signals at, the Site or a situation that reasonably appears to present an imminent risk of bodily injury or property damage.

LESSEE may be billed for actual time expended by LESSOR staff for site escorts as well as any other actual costs expended by LESSOR. This shall be limited to costs for staff that are otherwise billed to other LESSOR departments or agencies. Rates for such services will be billed to LESSEE at the same rate that the LESSOR is currently billing LESSOR's departments internally for similar services, subject to modification each July 1. LESSEE may request rates sixty (60) days in advance in writing by contacting the LESSOR using the address listed within Section 10.

Exhibit D: Lease Fees and Term

CHARGES FOR ATTACHMENT OF TELECOMMUNICATION EQUIPMENT ON PREMISES

LEASE FEES:

LEASE FEES: LESSEE shall pay to LESSOR a Lease Fee in an amount of \$1,103 per month for use of the Premises to include the antennas, equipment and outdoor space listed in Exhibit B. In the event that LESSEE places additional equipment on the Premises, as approved by LESSOR, LESSEE shall pay an additional fee based on actual space usage. This modification shall be incorporated into an amendment to this Agreement and signed by the authorized parties for LESSOR and LESSEE.

This Lease fee includes utilities and taxes, and does include the right for LESSOR and LESSEE to connect to and use the hydrogen fuel cell at the site as defined within Section 1 herein.

INITIAL TERM: The initial term of this Agreement shall be for five (5) years commencing on the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last (the "Commencement Date").

EXTENSIONS: This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE or LESSOR terminates according to the provisions of this Agreement.

ADDITIONAL EXTENSIONS: If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated according to the provisions of this Agreement.

MODIFICATION APPLICATION FEE: LESSEE shall apply to make Modifications (as such term is defined below) to its Equipment by submitting a "County of Monterey Wireless Communication Site Modification Application Form" to LESSOR together with payment of a Modification Application Fee of in the amount of Two Thousand Five Hundred Dollars (\$2,500) to defray LESSOR's costs incurred in evaluating a "LESSOR of Monterey Wireless Communication Site Modification Application Form".

This Modification Application Fee is intended to defray LESSOR's costs incurred in evaluating the impacts of the proposed modification. In addition to those costs, a structural analysis, AM detuning study or an inter-modulation study may be required by LESSOR in connection with a proposed Modification, and LESSEE will be liable for the cost thereof. In addition, LESSEE may be billed for any costs expended by LESSOR to evaluate impacts to modifications requested by LESSEE including engineering reviews required to accommodate LESSEE's proposed modifications and staff time costs as defined within Section 6 herein.

Initials

FEE INCREASES: All Fees may be increased on each annual anniversary of the Commencement Date by an amount equal to two percent (2%) of the monthly Lease Fee paid for the previous year or by the actual change in costs based on actual costs increases to the County.

In no event shall LESSEE's Lease fees be less than a pro rata share of total annual site costs for the LESSOR. Therefore, in addition to this annual increase, the Lease fee may increase resulting from increases in actual costs to LESSOR. In the event of a fee increase which exceeds 4% in one year, LESSOR shall notify LESSEE in writing of any proposed additional Lease Fee increase not less than one hundred and twenty (120) calendar days before any increased Lease Fee shall take effect.

Initials 🧗

Exhibit E: Insurance

INSURANCE REQUIREMENTS. LESSEE shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to PREMISES which may arise from, or in connection with, the installation or operation of LESSEE's Equipment on the Premises.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

LESSEE shall maintain, at a minimum, the following types of coverage, or be validly selfinsured for such coverages.

- 1. Commercial General Liability
- 2. Workers' Compensation and Employers Liability
- 3. Automobile Liability.

B. Minimum Limits of Insurance

LESSEE shall maintain limits no less than:

- 1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. <u>Deductibles and Self-Insured Retentions</u>

Any deductibles or self-insured retentions must be declared to, and approved by, the LESSOR. At the option of the LESSOR, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LESSOR, its officials, employees, agents and contractors; or LESSEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the LESSOR.

Initials <u>P</u>

LESSEE shall be responsible for the full amount of any deductibles or self-insured retentions, and LESSOR shall not be called upon to satisfy such amounts in order to receive the benefits of the protection.

D. <u>Other Insurance Provisions</u>

The policies are to contain, or be endorsed to contain, or LESSEE 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 LESSOR of Monterey, its officers, employees, agents and contractors are to be covered as additional insured(s) as respects: Liability arising out of the installation, operation, or maintenance of the Equipment on the Premises. The coverage shall contain no special limitations on the scope of protection afforded to LESSOR, its officers, employees, agents and contractors.
 - LESSEE's insurance coverage shall be primary insurance as respects LESSOR, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by LESSOR, its officers, employees, agents or contractors shall be excess of LESSEE's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by LESSEE shall not affect coverage provided LESSOR, its officers, employees, agents, or contractors.
 - d. Coverage shall state that LESSEE'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
- 2. All Coverage(s)

Each insurance policy required by this AGREEMENT 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 LESSOR.

E. <u>Acceptability of Insurers</u>

Insurance is to be placed with insurers acceptable to LESSOR's Risk Manager.

F. <u>Verification of Coverage</u>

LESSEE shall furnish LESSOR with certificates of insurance and with original

Initials PH

endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the LESSOR of Monterey Contracts/Purchasing Officer:

County of Monterey c/o Contracts/Purchasing Officer, 1488 Schilling Place Salinas, CA 93901

G. <u>Subcontractors</u>

LESSEE shall include all subcontractors as insured(s) under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Initials <u>P</u>

PG&E Administrative Information:

Area 3 Central Coast Division Fresno Land Services **Operating Department: ISTS** [T. 16 S., R.2 E., M.D.B.&M., Section 35, NE¹/₄] – El Rancho de Los Laureles FERC License Number(s):N/A PG&E Drawing Number(s): EXHIBIT A-1 and EXHIBIT B PLAT NO. K07-Salinas LD of any affected documents: N/A LD of any Cross-referenced documents: 2216-02-0214 (electric distribution easement) TYPE OF INTEREST: 10, 28 SBE Parcel Number: N/A (For Quitclaims, % being quitclaimed) Order # or PM #: 7083653 JCN: N/A County: Monterey Utility Notice Numbers: N/A 851 Approval Application No. N/A Decision N/A Prepared By: FxCg Checked By: R1Ls Revision Number: N/A

Roberts Knoll, New Lease Agreement 2018