

SUBLEASE AGREEMENT

BETWEEN MOUNT TORO TOWER LLC AND COUNTY OF MONTEREY REGARDING COMMUNICATIONS VAULT SPACE AND SERVICES

This Sublease Agreement (SUBLEASE) is made between the Mount Toro Tower LLC (Mount Toro Tower LLC, the Sublessor) and County of Monterey, acting by and through its Department of Information Technology (County, the Sublessee) to provide communications vault space and supporting services to County at the communications facilities operated by Mount Toro Tower LLC described below.

RECITALS:

WHEREAS, Mount Toro Tower LLC has under its control electronic radio broadcasting facilities located in the County of Monterey, located at 19881 Corral Del Cielo Rd, Salinas CA 93908 and more particularly described in Exhibit A (“the facilities”); and

WHEREAS, Mount Toro Tower LLC operates a communications vault at the facilities and wishes to make shelving space in that communications vault, as well as other services that facilitate radio communications, available to County; and

WHEREAS, County intends to move, or has already moved, its telecommunications equipment into the communications vault at the facilities and wishes to receive, or already has received, communications services from Mount Toro Tower LLC;

WHEREAS, the parties wish to enter into this SUBLEASE in order to clarify their respective roles and responsibilities regarding Mount Toro Tower LLC’s provision of shelving space at the facilities and communications services to County;

THEREFORE, the parties agree as follows:

1. Facilities Description. As used in this SUBLEASE, “facilities” refers to a communications vault and associated radio towers operated by Mount Toro Tower LLC, located at 19881 Corral Del Cielo Rd, Salinas CA 93908 and more particularly described in Exhibit A.

2. Area/Services. Mount Toro Tower LLC agrees to provide to County an exclusive area, measured in rack mount units (RMUs), of communications vault space at the facilities, as specifically described in Exhibit B. Mount Toro Tower LLC further agrees to provide County with additional services such as associated antenna position(s) on the facilities tower, electrical power supply, and access to the facilities, as specifically described in Exhibit B.

3. Use. County shall use the facilities solely for the purpose of operating and maintaining the telecommunications equipment specifically described in Exhibit B (“electronic equipment”), for installing and operating improvements, and for operating and maintaining such other radio transmitting and receiving equipment as Mount Toro Tower LLC may from time to time consent to, in writing. County shall operate its electronic equipment in accordance with the technical specifications set forth in Exhibit B.

4. Term.

(a) The term of this SUBLEASE is one (1) year and shall commence on July 1, 2023, and shall terminate on June 30, 2024, unless sooner terminated as provided herein.

(b) This SUBLEASE may be canceled by either party at any time upon providing sixty (60) days advance written notice to the other party. Upon providing termination notice to Mount Toro Tower LLC, or upon receiving termination notice from Mount Toro Tower LLC, County shall remove its electronic equipment and improvements from the facilities by expiration of the sixty (60) day notice period.

(c) Nothing in this paragraph restricts Mount Toro Tower LLC's right to remove County's electronic equipment and/or improvements earlier than sixty (60) days, in its sole discretion, as set forth in this SUBLEASE.

(d) Termination of this SUBLEASE does not terminate County's duty to defend, indemnify and hold Mount Toro Tower LLC harmless, County's obligation to maintain sufficient insurance, nor County's obligation to repair and replace any damage to Mount Toro Tower LLC's facilities and telecommunications equipment, as provided in this SUBLEASE.

5. Charges.

(a) County shall pay Mount Toro Tower LLC for fiscal year July 1, 2023, through June 30, 2024, in the amount of One Thousand Four Hundred dollars (\$1,400) per month. The Sublease Fee shall be paid within thirty (30) days after receipt of written invoice.

(b) Payment of charges shall be made, without deduction or delay, to:

Mount Toro Tower LLC
18500 Corral Del Cielo Road
Salinas, California 93908

(c) Once received by Mount Toro Tower LLC, the charges described in this paragraph are nonrefundable. In the event of termination of this SUBLEASE by either party, no reimbursement or refund of charges paid will be made by the Mount Toro Tower LLC.

6. Default and Right of Removal.

(a) In the event of County's breach of any covenant of this SUBLEASE, Mount Toro Tower LLC shall provide County with written notice thereof.

(b) If defaults are not cured within thirty (30) days after written notice from Mount Toro Tower LLC to County, Mount Toro Tower LLC may, in its sole discretion, remove County's electronic equipment and/or its improvements from the facilities. In addition to this right of removal upon notice, Mount Toro Tower LLC may remove County's electronic equipment and/or its improvements from the facilities without notice, if in Mount Toro Tower LLC's sole discretion, immediate removal is necessary to protect the facilities from damage, to preserve the health and safety of its employees, agents and/or the general public, or to otherwise preserve the functionality of the facilities.

7. Holdover and Renewal. Any holding over after the expiration of the term of this SUBLEASE, with the consent of Mount Toro Tower LLC, expressed or implied, shall continue to be subject to all the terms and conditions of the expired SUBLEASE.

8. Standards.

(a) County agrees to install, maintain, and operate its electronic equipment and improvements in accordance with established technical standards and laws governing the use of electronic radio or telecommunications equipment.

(b) County shall install and maintain its electronic equipment and improvements in a neat and workmanlike manner and shall conform in all respects to fire, safety, and construction standards deemed applicable to such installation by Mount Toro Tower LLC, to Mount Toro Tower LLC's satisfaction.

(c) County shall, at its sole cost and expense, comply with the requirements of all County, municipal, state, and federal statutes, laws, ordinances, and regulations now in effect, or which may become effective, pertaining to the facilities and County's use of the facilities, to County's installation and operation of improvements, and to County's receipt of communications services from Mount Toro Tower LLC.

(d) County shall display the appropriate license from the appropriate federal regulation agency on its electronic equipment and improvements.

9. Elimination of Electronic Interference.

(a) County shall ensure that its installation and operation of its electronic equipment and improvements does not in any way hinder, obstruct, or interfere with Mount Toro Tower LLC's radio or electronic equipment or its communications capability, or the radio or electronic equipment or communications capability of any other user of the facilities.

(b) In the event that Mount Toro Tower LLC determines, in its sole discretion, that County's installation or operation of its electronic equipment or improvements in any way hinders, obstructs, or interferes with Mount Toro Tower LLC's radio or electronic equipment, or the radio or electronic equipment of other users of the facilities, County shall, upon receipt of either oral or written notification from Mount Toro Tower LLC, immediately correct or cease the interfering installation or operation.

(c) In the event of County's inability or refusal to eliminate such interference, Mount Toro Tower LLC may, in its sole discretion, take action to stop the operation, transmission or use of County's electronic equipment or improvements in order to continuously eliminate such interference.

(d) Any interference and compatibility testing required to cease radio interference with Mount Toro Tower LLC's radio or electronic equipment, or the radio or electronic equipment of other users at the facilities; any removal of or changes to County's installed electronic equipment to eliminate such interference; and any installation of new equipment by County to eliminate such interference shall be made by a qualified technical person, representing and retained by County.

(e) During an emergency incident, if County's electronic equipment or improvements interfere with Mount Toro Tower LLC's or other facility user's radio or electronic equipment or communications, Mount Toro Tower LLC may in its sole discretion require immediate removal of or cessation of operation, transmission, or use of County's electronic equipment or improvements without advance notice. If County fails to do so, Mount Toro Tower LLC may, in its sole discretion, take action to stop the operation, transmission or use of County's electronic equipment or improvements in order to eliminate said interference.

(f) All costs associated with elimination of interference with Mount Toro Tower LLC's radio or electronic equipment, or the radio or electronic equipment of other users at the facilities, shall be borne solely by County.

(g) Mount Toro Tower LLC is not responsible for, and shall not be held liable or accountable for, any radio interference emanating from sources external to the facilities.

10. Replacement/substitution of electronic equipment.

(a) If County's electronic equipment or improvements are destroyed by acts of nature, or if County otherwise seeks to replace or substitute such equipment or improvements, County may replace them with electronic equipment or improvements of the same general type so long as they (1) meet or exceed the technical specifications of its original equipment and improvements, (2) occupy no additional physical space, and (3) consume no additional electrical power.

(b) County shall notify Mount Toro Tower LLC in advance of its intent to install such replacement or substitute equipment or improvements, shall obtain Mount Toro Tower LLC's consent, and shall notify Mount Toro Tower LLC of the date that the replacement or substitution is completed.

11. Sublet Clause and Changes in Use.

(a) County shall not transfer or assign this SUBLEASE, and shall not sublet, license, or permit the facilities to any other entity or individual.

(b) County shall not cause or permit any change to its electronic equipment installed in the facilities, including power outputs and changes in the use of the frequencies described in Exhibit B, except upon making a written request to Mount Toro Tower LLC for each transaction, and obtaining Mount Toro Tower LLC's prior written consent.

(c) Should County require a change in equipment, power outputs, or changes in frequencies after the beginning of the date of this SUBLEASE, then all costs associated with Mount Toro Tower LLC's engineering reviews required to accommodate County's changes will be invoiced by Mount Toro Tower LLC, and will be due and payable by County upon invoicing.

12. Access to the Facilities.

(a) Only County and its properly qualified and authorized agents, employees, contractors, and servants shall have the right of access to the facilities.

(b) If County's electronic equipment or improvements are operated or maintained by anyone other than County's regular employees, the admission of such persons to the facilities shall be permitted only upon the express prior consent of Mount Toro Tower LLC.

13. Rights Reserved by Mount Toro Tower LLC.

(a) Mount Toro Tower LLC reserves the right to use the facilities in any manner, including but not limited to, the right to construct, place, maintain, use, operate, repair, replace, alter, and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks; the right to use the facilities for grazing purposes; the right to grant easements over, across, upon and under the facilities; and the continuous right of ingress and egress to and from and the facilities. Mount Toro Tower LLC will exercise these rights in such manner as to avoid creating unreasonable interference with County's exercise of the rights granted by this SUBLEASE.

(b) Rights granted to County pursuant to this MOU are subject to all valid and existing contracts, Subleases, licenses, easements, encumbrances, and claims of title, which may affect the facilities. This SUBLEASE is subject to all existing easements and rights of way. Mount Toro Tower LLC further reserves the right to grant public utility easements as may be necessary and County hereby consents to the granting of any such easement.

(c) No priority or other rights shall attach to County's use of any particular space in the facilities. Mount Toro Tower LLC shall have the right at any time, upon giving notice thereof, to re-assign or re-allocate the amount or location of space for County's electronic equipment and improvements. In the event that a space re-allocation is made, County shall, within sixty (60) days of receipt of notice from Mount Toro Tower LLC, remove or relocate its electronic equipment and improvements in conformity with Mount Toro Tower LLC's reassignment or reallocation.

14. Notices. All notices or other communications required or permitted hereunder, shall be in writing and shall be personally delivered to:

For Mount Toro Tower LLC:

Mount Toro Tower LLC
Attn: Clifton Dorrance
18500 Corral Del Cielo Rd
Salinas, California 93908

For County:

Department of Information Technology
Attn: Radio Manager
1590 Moffett Street
Salinas, California 93905

Advisement of a change of the above information shall be given by written notice.

15. Prohibited Uses. County shall not commit, suffer, or permit any waste upon the facilities, nor act to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the facilities for any illegal purposes.

16. Improvements and Modifications.

(a) County shall, at its sole expense, have the right from time to time during the term of this SUBLEASE to improve the facilities in a manner consistent with the purposes of this SUBLEASE, including but not limited to, the installation, operation, maintenance, or removal of electronic equipment, provided that any such improvement or equipment shall be constructed, installed or removed in such a manner as not to impair Mount Toro Tower LLC's or other users' transmissions from the facilities.

(b) County shall submit plans for the construction or enlargement of any improvement to Mount Toro Tower LLC in advance of such construction or enlargement, and its plans shall be subject to written approval by Mount Toro Tower LLC. Mount Toro Tower LLC will not unreasonably withhold such approval.

(c) County shall seek Mount Toro Tower LLC approval of any changes, alterations, or substitutions of its electronic equipment, which approval will not be unreasonably withheld. Upon receiving Mount Toro Tower LLC approvals for plans and installations, County shall notify Mount Toro Tower LLC thirty (30) days before the installation.

(d) County shall, at its sole expense, have the right from time to time during the term of this SUBLEASE to connect wires and equipment to lines adjoining the facilities. As otherwise provided in this SUBLEASE, all such connection work done by County on the facilities shall be done in conformity with applicable technical standards, laws, and regulations; shall in no way impair Mount Toro Tower LLC's or other users' transmissions from the facilities; and may only occur upon Mount Toro Tower LLC's prior written consent.

(e) In improving the facilities as permitted by this paragraph, County shall keep the facilities free from any and all liens and charges on account of labor or materials used in or contribution to any work thereon.

17. Disposition of County's Improvements.

(a) All improvements constructed on and all other improvements placed on the facilities or its appurtenances by County, and all wires, equipment and other property placed in, upon, or under the facilities or its appurtenances by County, shall remain its property and shall be removed by County, at its sole expense, within sixty (60) days after expiration of the term of this SUBLEASE, or other termination as provided by this SUBLEASE.

(b) Should County fail to remove its improvements as provided, Mount Toro Tower LLC may do so and all costs and expense of such removal shall be paid by County on demand.

(c) Notwithstanding these provisions, upon termination of this SUBLEASE, County may, with the written consent of Mount Toro Tower LLC, abandon in place any and all electronic equipment and improvements, whereupon title to such electronic equipment and improvements shall vest in Mount Toro Tower LLC.

18. Condition of Improvements.

(a) County accepts the facilities as being in good order, condition, and repair; accepts the facilities in “as is” condition; and agrees that on the last day of the term of this SUBLEASE, or sooner termination of this SUBLEASE, County will surrender the facilities to Mount Toro Tower LLC in the same condition as when received, excepting only reasonable use and wear and damage by acts of nature.

(b) During the term of this SUBLEASE, County shall not call on Mount Toro Tower LLC to make any repairs or improvements to the facilities and County shall keep the same in good order and condition at its own expense.

19. Taxes. County agrees to pay all lawful taxes, assessments or charges which at any time may be levied by any public entity upon any interest created by this SUBLEASE. County further agrees to pay all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property placed by County in and about the facilities.

20. Access Road. Mount Toro Tower LLC makes no guarantee or representation regarding the condition of the unpaved road to the facilities and County understands and acknowledges that this road may, from time to time, become impassable due to weather, natural disaster, or wear-and-tear. Regarding the use of said access road, County agrees to the following conditions and terms:

(a) County shall utilize the access road through its authorized agents, employees, contractors, or servants only to the degree it is necessary to access the facilities.

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

(c) County shall place no locks on gates on access roads or on fencing surrounding the facilities such that they impede access and passage to the facilities by others.

(d) County agrees that its employees, properly qualified and authorized agents, contractors, servants and sub-contractors County’s agree to travel the roads accessing the communication sites in a prudent manner, speed not to exceed 15 miles per hour, and to leave all gates open or closed, locked or unlocked, as in the same condition when encountered.

21. Force Majeure.

(a) If either County or Mount Toro Tower LLC shall be delayed or prevented from the performance of any act required under this SUBLEASE by reason of fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage, or other casualty or Act of God, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(b) In the event of such occurrence or occurrences, Mount Toro Tower LLC may elect, in its sole discretion, to terminate this SUBLEASE or to reconstruct or to repair the facilities, and upon completion of such reconstruction or repair, to afford County vault space and services that are substantially the same as previously provided. In effecting reconstruction or repair of the facilities, Mount Toro Tower LLC may require County to remove, dismantle, or rearrange its electronic equipment, at County's cost, or may, in its sole discretion, take action to remove, dismantle, or rearrange County's electronic equipment. In effectuating reconstruction or repair of the facilities, Mount Toro Tower LLC may interrupt or cease County's radio communications of the facilities.

(c) County shall supply emergency standby power service as specifically described in Exhibit B.

(d) Nothing in this paragraph shall excuse County from prompt payment of any charge required of it by this SUBLEASE.

22. Vacating the Facilities. County shall, on the last day of the term of this SUBLEASE, or sooner termination, peaceably and quietly leave, surrender, and yield up the facilities to Mount Toro Tower LLC in good order, condition, and repair, excepting only reasonable use and wear and damage by acts of nature.

23. Losses/Insurance/Damages.

(a) Mount Toro Tower LLC will not be responsible for losses or damage to County's property, equipment or materials; for losses or damage to County's business operations or communications capacity; or for personal injury or other damage to County's employees, agents or contractors, occurring for any reason whatsoever. Such risk of loss will be borne solely by County. All such losses shall be reported to Mount Toro Tower LLC immediately upon discovery.

(b) Accordingly, County shall make no claim of any nature against Mount Toro Tower LLC alleging damage to County's business operations, to its electronic equipment or improvements, or to any other property right whatsoever. County shall make no claim alleging personal injury to its agents, employees, or contractors by cause whatsoever. County shall make no claim of any nature against Mount Toro Tower LLC alleging Mount Toro Tower LLC interference with its communications due to Mount Toro Tower LLC's operation of the facilities, due to use of the facilities by any other user or tenant, or due to Mount Toro Tower LLC's oversight of use of the facilities by any other user or tenant.

(c) These limitations on Mount Toro Tower LLC responsibility for or liability to County except only damage arising from, or out of the sole negligence or willful misconduct of Mount Toro Tower LLC's agents or employees in the course of their employment.

(d) Mount Toro Tower LLC will not insure County's electronic equipment or improvements against fire, casualty, business interruption, or any other type of risk or damage whatsoever. Procurement of such insurance, if any, is County's sole responsibility and at County's sole expense.

(e) County will compensate, reimburse and make Mount Toro Tower LLC whole for any damage it or its electronic equipment cause to the facilities, for any interference County or County's equipment causes to Mount Toro Tower LLC's radio communications, and for interference with the radio communications of other users of the facilities. This obligation includes County's duty to repair and to replace Mount Toro Tower LLC's existing radio communications equipment and improvements at the facilities if they are damaged or destroyed by any of County's activities arising out of this SUBLEASE.

24. Hazardous Waste.

(a) County agrees that it will comply with all laws, federal, state, or local, applicable during the term of this SUBLEASE pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in such applicable law. In the event that Mount Toro Tower LLC should incur any liability, cost or expense, including attorney's fees and costs, as a result of County's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, County shall indemnify, defend, and hold harmless Mount Toro Tower LLC and its agents, employees and contractors against such liability.

(b) If County is subject to the issuance of a government order directing it to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by County, County shall be responsible for all costs and expenses of complying with such order.

(c) In the event County incurs liability in connection with hazardous substance contamination at the facilities which occurred before the date that it maintained any electronic equipment or improvement at the facilities, Mount Toro Tower LLC shall hold harmless, indemnify, and defend County from such pre-existing liabilities.

25. Indemnification of Mount Toro Tower LLC. County agrees to defend, indemnify and save Mount Toro Tower LLC and its officers, agents, and employees harmless from any loss, damage, or liability which may arise from the exercise by County of any of the rights granted by this SUBLEASE, and from all claims, demands and causes of action that may be brought against Mount Toro Tower LLC, its successors, employees, agents, or assigns, caused by, arising out of, or in any way connected with the exercise by County of any of the rights granted by this SUBLEASE, except those arising out of the sole negligence or willful misconduct of the Mount Toro Tower LLC's agents or employees in the course of their employment. County shall reimburse Mount Toro Tower LLC for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which it is obligated to defend, indemnify, and hold Mount Toro Tower LLC harmless under this SUBLEASE. This duty to indemnify survives the termination of this SUBLEASE and continues until the expiration of statute of limitations applicable to any claim that is or might be brought against Mount Toro Tower LLC.

26. Insurance. Without limiting County's duty to indemnify Mount Toro Tower LLC, County shall furnish to Mount Toro Tower LLC, by filing with Mount Toro Tower LLC's contract administrator and Mount Toro Tower LLC's Contracts/Purchasing Division, certificates of insurance demonstrating the following coverages, written on an occurrence basis, which is provided by a company acceptable to Mount Toro Tower LLC and authorized to transact insurance business in the State of California:

(a) Commercial General Liability Insurance, including coverage for Bodily Injury and Property Damage, Personal Injury, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000.00 per occurrence and Fire Legal Liability of at least \$100,000 naming the Mount Toro Tower LLC, it's officers, agents, employees as additional insureds;

(b) Business Automobile Liability coverage with a combined single limit for Bodily Injury and Property Damage of at least \$500,000.00 per occurrence;

(c) Workers Compensation Insurance with Employer Liability Limits of at least statutory limits of \$1,000,000.00 each person, \$1,000,000.00 each accident, and \$1,000,000.00 each disease.

(d) County shall provide Mount Toro Tower LLC with endorsement pages for both Business Auto and General Liability, naming the Mount Toro Tower LLC as additional insured and to include primary and non-contributory language. Such endorsements shall provide that County's insurance is primary to any insurance or self-insurance maintained by Mount Toro Tower LLC and that Mount Toro Tower LLC's addition as an additional insured to County's insurance will not result in any claim for contribution by Mount Toro Tower LLC's insurance to a loss covered by County's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

(e) The certificates of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Mount Toro Tower LLC. County agrees that the insurance herein provided for shall be in effect at all times during the term of this SUBLEASE and survives termination of this SUBLEASE, extending through the expiration of the statute of limitations on any claims that are or might be brought against Mount Toro Tower LLC. In the event said insurance coverage expires at any time or times during the term of this SUBLEASE, County agrees to provide Mount Toro Tower LLC at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event County fails to keep in effect at all times the insurance coverage as herein provided, Mount Toro Tower LLC may, in addition to any other remedies it may have, terminate this SUBLEASE.

(f) If County is self-insured, County shall provide Mount Toro Tower LLC with written acknowledgement of this fact at the time of the execution of this SUBLEASE and shall demonstrate, to Mount Toro Tower LLC's satisfaction and in its sole discretion, self-insured coverage equivalent to the amounts and types of coverage set forth above. If at any time after the execution of this SUBLEASE, County abandons its self-insured status, it shall immediately notify Mount Toro Tower LLC of this fact and shall comply with the terms and conditions of this paragraph of this SUBLEASE.

(g) Mount Toro Tower LLC shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this SUBLEASE. The cost of the insurance coverage required by this SUBLEASE is to be borne solely by County.

27. Entire Agreement. This SUBLEASE and all attached Exhibits constitute the entire agreement between Mount Toro Tower LLC and County. No prior written or prior contemporaneous or subsequent oral promises or representations shall be binding.

28. Severability. If any term, covenant, condition, or provision of this SUBLEASE is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

29. Mutual Consent. Notwithstanding anything herein contained to the contrary, this SUBLEASE may be terminated and the provisions of the SUBLEASE may be altered, changed, or amended by mutual written consent of the parties hereto.

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

31. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this SUBLEASE.

32. Binding. The terms of this SUBLEASE and covenants and agreements herein contained shall apply to and shall bind and insure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

33. Essence of Time. Time is of the essence for each and all of the provisions, covenants, and conditions of this SUBLEASE.

County of Monterey:		Mount Toro Tower LLC:
		DocuSigned by: <i>Clifton J Dorrance</i> 1E9CA73F868648C...
By: Eric A. Chatham		By: Clifton J. Dorrance General Partner of Dorrance Ranches, L.P. Sole Member of Mount Toro Tower LLC
Chief Information Technology Officer		
Date:		Date: 5/18/2023 10:57 AM PDT
COUNTY COUNSEL		
By: Samuel Beiderwell		
Deputy County Counsel		
Date:		
AUDITOR-CONTROLLER		
By:		
Deputy Auditor Controller		
Date:		

EXHIBIT "A"
LEGAL DESCRIPTION OF
COMMUNICATION SITE LEASE #3

Certain real property situate in the County of Monterey, State of California, described as follows:

Being a portion of the South 1/2 of Section 15, Township 16 South, Range 3 East, Mount Diablo Base and Meridian, more particularly described as follows:

Commencing at a monument disk stamped "VACA NO2 1930" located in said South 1/2 of Section 15 of said township and range said monument bears South 56°06'04" West, 55.57 feet from a monument disk stamped "VACA NO1 1930" also located in said South 1/2 of Section 15; thence from said POINT OF COMMENCEMENT

a) North 48°31'12" West, 1,601.31 feet to the POINT OF BEGINNING; thence

1. South 61°29'30" West, 35.24 feet; thence
2. North 43°58'37" West, 27.76 feet; thence
3. North 85°30'00" West, 49.49 feet; thence
4. North 19°43'10" West, 35.76 feet; thence
5. North 42°56'52" East, 32.07 feet; thence
6. South 86°00'54" East, 20.30 feet; thence
7. North 05°53'50" East, 15.04 feet; thence
8. South 88°05'54" East, 24.65 feet; thence
9. South 49°49'54" East, 44.39 feet; thence
10. South 11°04'04" East, 49.19 feet; to the POINT OF BEGINNING.

Containing 6,649 square feet (0.15 acres), more or less.

The bearings and distances contained in this description are based on the California Coordinate System of 1983, Zone 4. To obtain ground level distances, multiply by 1.000057973.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION.

PREPARED BY:
WHITSON ENGINEERS

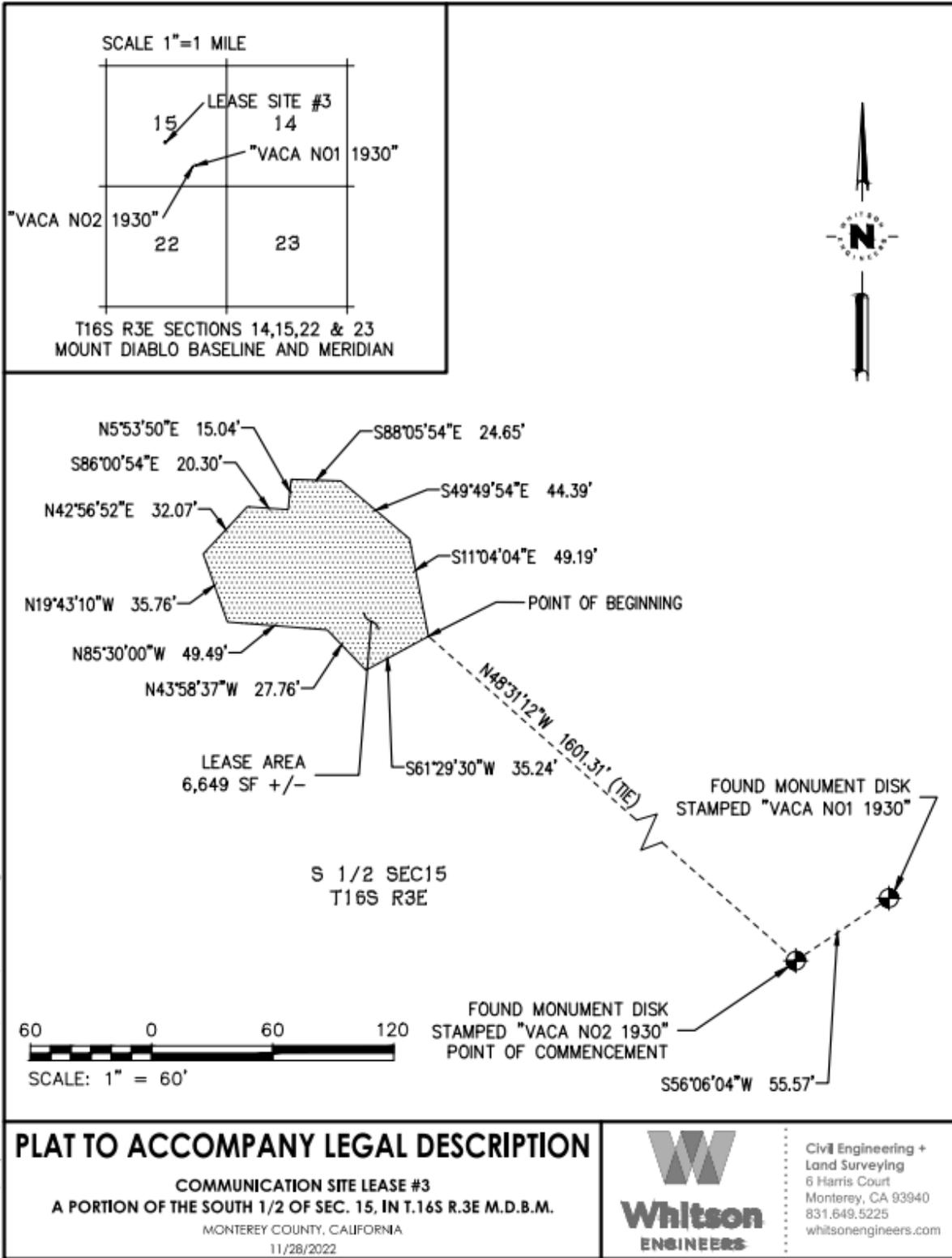


11/28/2022

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 4563

DATE





**EXHIBIT B
RADIO COMMUNICATION SITE SUBLEASE AGREEMENT
EQUIPMENT LIST**

■ number of RMUs

45 rack units (one full rack)

■ rack number

1 of 1 County Racks

■ antenna position(s)

6' microwave dish @ 22' tower elevation

6' microwave dish @ 40' tower elevation

■ any special limitations/provisions re: access

N/A

■ electrical power supply

Two – 30Amp circuits

■ description of back-up electrical power supply (or no back-up electrical power supply provided)

-48-volt DC battery backup system (8 hours of runtime) – Provided by County

■ general description of County's telecommunications equipment

County's equipment consists of two microwave links (one to Fremont Peak, and one to Bayonet) and site monitoring equipment all enclosed in a single rack