

AGREEMENT NO: CAL-25-015
LICENSEE: COUNTY OF NEVADA, SHERIFF'S OFFICE

COMMUNICATIONS SITE LICENSE AGREEMENT (PUBLIC SECTOR)
(IRON MINE)

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is made and entered into on _____, by and between the County of Placer, a political subdivision of the State of California, hereinafter called ("COUNTY") and the County of Nevada, a political subdivision of the State of California, by and through its Sheriff's Office, hereinafter called ("LICENSEE"). COUNTY and LICENSEE are sometimes hereinafter each singularly referred to as "PARTY" and collectively referred to as the "PARTIES".

RECITALS

WHEREAS, James J. Griffith and Sharon D. Griffith, Husband and Wife, as Joint Tenants ("LANDLORD") is owner of certain real property in unincorporated Placer County, described as 3120 Iron Mine Auburn, CA 95602, APN 075-140-018-000 (the "Property"); as depicted in Exhibit "1" and,

WHEREAS, pursuant to a Communications Site Lease Agreement dated May 1, 2010 and Lease Amendment No. 1 September 22, 2010, collectively attached hereto as Exhibit "7" (collectively, the "Lease"), COUNTY leases from LANDLORD a portion of the Property (the "Premises"), as depicted on Exhibit "2"; and

WHEREAS, COUNTY maintains and operates on the Premises a telecommunications Facility, consisting of a tower, vault and appurtenances, for public safety communications (Facility) and COUNTY's practice is to make said Facility available for license to other public entities for public safety communications purposes, consistent with COUNTY programs and needs and the terms of the Lease; and,

WHEREAS, COUNTY is willing to grant LICENSEE a license to install, maintain and operate equipment at the tower and vault located at the Facility (Added Equipment) in exchange for a monthly fee for the use of the COUNTY's Facility and for the use of the COUNTY's back-up emergency power battery system subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. RECITALS.

The Recitals set forth above are incorporated by reference into this License as if set forth in full herein.

2. AREA LICENSED.

COUNTY does hereby license to LICENSEE non-exclusive use of the Facility for the Added Equipment together with right of access, including access to utility services and COUNTY owned and operated back-up emergency power battery system. The specific location of LICENSEE'S vault racks, as depicted in the Iron Mine Vault Layout Exhibit "3", and/or tower space as depicted in Exhibit "5", along with any cabling and utility lines for the Added Equipment will be determined by mutual agreement of the PARTIES prior to plan submittal. A diagram of the Nevada County's Added Equipment

as depicted in Exhibit "4" and Exhibit "5" incorporated herein by reference. LICENSEE understands that the Premises and Facility are non-exclusive to LICENSEE and are shared with other licensees operating similar telecommunications equipment.

3. USE.

COUNTY grants LICENSEE a license to install, maintain and operate the Added Equipment for the purpose of public safety communications system subject to the restrictions herein.

- A. Prior to any new installation, modification or operation of the Added Equipment, LICENSEE shall submit a copy of the complete construction plans (drawings, specifications, structural calculations) with appropriate stamps and signatures to COUNTY. Installation is not to proceed prior to the written approval of said plans by COUNTY. Permission from COUNTY to install the Added Equipment shall not be unreasonably withheld, delayed or conditioned. After installation, COUNTY will, within ten days, inspect installation for conformity to the plans. COUNTY reserves the right to deny permission to transmit should the installation not conform to approved plans.
- B. The installation and maintenance of the Added Equipment of LICENSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire safety and construction standards deemed applicable to such installation by the COUNTY in its commercially reasonable discretion. LICENSEE shall, at its sole cost and expense, comply with the requirements of all local, State, and Federal statutes, laws, ordinances, and regulations now enforced or which may be enforced pertaining to use of the Facility by LICENSEE.
- C. COUNTY, at its sole cost, shall maintain the Facility, and all of the COUNTY equipment located thereon. LICENSEE shall not be responsible in any manner for the maintenance and repair of the Facility or equipment belonging to COUNTY or other licensees. LICENSEE, at its sole expense, shall be responsible for the maintenance and upkeep of its own equipment.
- D. Any improvements installed by LICENSEE at the Facility shall comply with the applicable provisions of the California Environmental Quality Act.
- E. COUNTY, at its sole discretion, has the right to approve LICENSEE'S contractors and exclude contractors from the Premises for any reason.
- F. If the Facility is destroyed, COUNTY shall decide, at its sole discretion, whether to replace the Facility. If COUNTY chooses to do so, LICENSEE may be granted the opportunity to reestablish its equipment within the new facility. COUNTY acknowledges that it is extremely important that LICENSEE maintains continuous operation of its equipment. Should damage and destruction of the Facility occur, LICENSEE may be allowed to place temporary equipment at the direction of the COUNTY. Should the damage and destruction be such that COUNTY chooses not to rebuild the Facility, this License will be deemed terminated.
- G. LICENSEE will negotiate and contract directly with Lessor for any LICENSEE use of the tower on the Property.
- H. Any improvements installed by COUNTY at the Facility that require relocation of LICENSEE equipment will be communicated to LICENSEE at least 60 days prior to required relocation. All costs related to relocating LICENSEE equipment will be the sole responsibility of LICENSEE, with the exception of COUNTY labor costs.

4. TERM.

The term of the License shall commence on the date LICENSEE installs their equipment or September 1, 2026, or whichever occurs first ("License Commencement Date") and continue on a month-to-month basis until either PARTY elects to terminate the License upon sixty (60) days advance written notice, with no cause required for termination. In no event, however, shall the term exceed ten (10) years after the anniversary of the Effective Date. The Added Equipment shall be deemed installed at the Facility when it is physically located at the Facility and COUNTY has provided LICENSEE full access to make the Added Equipment operational.

5. LICENSE FEE.

A. The License Fee ("Fee") shall begin the first day of the month following the License Commencement Date and continue on the first day of each month thereafter until the termination and/or expiration of the License. The Fee shall be comprised of One Thousand Nine Hundred Fifty and No/100 Dollars (\$1,950.00) per month for the use of the Facility and an additional Three-Hundred and No/100 Dollars (\$300.00) per month for the use of COUNTY'S back-up emergency power and battery systems for a total monthly Fee of Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00) per month. Throughout the term of this License, on the annual anniversary of the License Commencement Date, the Fee will increase by three percent (3%) annually.

B. Late Charges. For any payment of the Fee that is not made within ten (10) days of its due date, LICENSEE agrees to pay a late charge of ten percent (10%) of the Fee amount then in effect. All past due amounts shall accrue interest at the rate of ten percent (10%) per annum. Interest shall begin to accrue the first day of the month after the month in which the applicable Fee was due.

C. All payments shall be made to:

County of Placer, Department of General Services
Attn: Real Estate Services Division
3091 County Center Drive, Suite 270
Auburn, CA 95603

6. UTILITIES.

COUNTY shall provide electrical service to LICENSEE for the use of the Added Equipment at the Facility. The cost for electricity use and access to and use of COUNTY'S back-up emergency power and battery systems is included in the Fee. COUNTY will make every effort to ensure that all parties receive power, with the exception of power outages.

7. DEFAULT.

LICENSEE shall pay the Fee to COUNTY without offset, deduction, default or delay. In the event of the failure of LICENSEE to pay the Fee, or in the event of a breach by LICENSEE of any of the other terms, covenants or conditions herein contained, and if such default continues for a period of thirty (30) days after written notice from COUNTY to LICENSEE (except where LICENSEE commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion), COUNTY may immediately terminate this License by written notice to LICENSEE. Upon receipt of written notice of termination, LICENSEE may no longer enter the Premises and COUNTY shall have full authority to remove from the Facility and store LICENSEE'S property and equipment at the sole expense of LICENSEE. If LICENSEE'S actions cause COUNTY to be in breach of the Lease, COUNTY may require LICENSEE to cure such breach of the Lease in accordance with the timeline set forth in the Lease. Should LICENSEE fail to cure such breach of the Lease, COUNTY may immediately terminate this License and require LICENSEE'S immediate departure from the Premises. Any and all costs billed to COUNTY by Lessor based on such breach of the Lease as a

result of LICENSEE'S actions shall be paid by LICENSEE to COUNTY within two weeks of written notice thereof.

8. STANDARDS.

LICENSEE agrees to install, maintain, and operate the Added Equipment in accordance with any applicable statutes pertaining to the use of said electronic equipment. Prior to the performance of any work on the Premises, or the installation, modification or removal of LICENSEE'S equipment (the "Work"), LICENSEE shall submit detailed plans and specifications along with a Telecommunications Application for COUNTY'S written approval.

All plans and specifications shall be submitted to COUNTY for review and approval no less than sixty (60) days prior to commencing any Work. COUNTY shall, within thirty (30) days, either approve, approve with conditions, or disapprove LICENSEE'S plans and specifications. COUNTY'S review and approval shall not be unreasonably withheld, modified or delayed.

A. LICENSEE hereby acknowledges that COUNTY use of the Facility to provide critical public safety communications is primary. LICENSEE enters into this License with the understanding that COUNTY reserves the right, in its absolute and sole discretion, to de-energize LICENSEE'S equipment whenever, in COUNTY'S sole and absolute discretion, continued operation by LICENSEE under this License creates interference. Interference shall be deemed to exist if the interference can be demonstrated by means of traditional measuring devices or there is material impairment of the quality of COUNTY communications as compared to that which would exist if LICENSEE were not utilizing the Facility. COUNTY will generally provide LICENSEE a five (5) day notice to correct and eliminate any interference before de-energizing LICENSEE'S equipment.

B. Any interference and compatibility testing required hereunder for radio interference shall be at the sole cost of LICENSEE and shall be done by a qualified technician designated by COUNTY. If the test is satisfactory to both LICENSEE'S technician and the COUNTY representative, a certification of such test signed by both the technician and the COUNTY representative shall be forwarded to COUNTY at locations indicated in Section 11. Any costs incurred by COUNTY, including staff time, to conduct compatibility testing shall be reimbursed by LICENSEE to COUNTY within thirty (30) days of receipt of billing. If the test is unsatisfactory to either PARTY, LICENSEE will be granted 30 days to correct the cause of the unsatisfactory test and, at LICENSEE'S expense, re-test. If the test remains unsatisfactory, COUNTY may elect to terminate the License. Any and all costs billed to COUNTY by Lessor due to interference and compatibility testing authorized under the Lease, which testing is necessitated by LICENSEE'S equipment, shall be paid by LICENSEE to COUNTY within two weeks of written notice thereof.

C. Any interference with COUNTY electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of LICENSEE'S equipment. Failure of LICENSEE to do so immediately upon notification of such interference will be grounds for immediate termination of this License and COUNTY shall be authorized to de-energize LICENSEE'S equipment under these circumstances.

9. RIGHTS RESERVED BY COUNTY.

A. COUNTY reserves the right to use of the Premises and Facility in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, or replace conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, etc.; and the continuous right of ingress to and egress from any portion or portions of the Premises or Property.

B. This License is subject to all valid and existing contracts, leases, licenses, assignments, easements, encumbrances, and claims of title which may affect the Premises. COUNTY reserves

the right to enter into additional subleases, licenses, or similar agreements affecting the Premises and LICENSEE hereby consents to COUNTY'S approval of all such agreements so long as they do not adversely affect, interfere with, or impair the quality of the communications services being rendered by LICENSEE from the Facility. LICENSEE acknowledges and agrees that Lessor may enter into agreements affecting the Premises and Facility after the date of this License in accordance with the provisions of the Lease.

C. No priority or other rights shall attach to the use of the Premises or Facility other than those specifically provided for in this License.

D. LICENSEE shall have no right to assign this License and may not grant any interest in its rights under this License to any third party.

10. NOTICES.

All notices required or authorized by this License shall be in writing and shall be deemed to have been served if: (1) sent by email (upon written confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given by any other means that is actually received shall also be effective with respect to the receiving PARTY. Changes in contact person or address information shall be made by notice, in writing, to the other PARTY.

IF TO COUNTY: County of Placer, Department of Information Technology
Attn: Telecommunications Division
Address: 11459 F Avenue, Auburn, CA 95603
Telephone: (530) 889-7749
Email Address: telecom@placer.ca.gov

With a Copy to: County of Placer, Department of General Services
Attn: Real Estate Services Division Manager
Address: 3091 County Center Drive, Suite 270, Auburn CA 95603
Telephone: (530) 886-4900
Facsimile: (530) 889-6857
Email Address: FACPropMgmt@placer.ca.gov

IF TO LICENSEE: County of Nevada County, Sheriff's Office
Attn: Shannan Moon, Sheriff
Address: 950 Maidu Avenue, Nevada City, CA 95959
Telephone: (530) 265-1471
Email Address: SheriffFinance@nevadacountyca.gov

11. HAZARDOUS WASTE.

LICENSEE, its agents, employees, contractors, or invitees shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, or released into the environment or disposed of in, on, under or about the Property or Premises, without the prior written consent of COUNTY. Failure to comply with this provision shall constitute a breach of this Agreement. "Hazardous Materials" shall mean any quantity of hazardous, toxic or otherwise dangerous substances, materials, or wastes, whether solid, liquid or gas, including but not limited to asbestos in any form, urea formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products, any radioactive substance, any reactive, corrosive, ignitable or flammable chemical or chemical compound, or any other substance or material regulated by local, state or federal laws.

12. PROHIBITED USE.

LICENSEE shall not commit, or knowingly suffer, or permit any waste on the Property or Premises or any acts to be done thereon in violation of any applicable laws or ordinances in connection with LICENSEE'S use of the Property or Premises and shall not knowingly use or permit the use of the Property or Premises for any illegal purposes.

13. COUNTY RULES.

LICENSEE will comply with all written rules and regulations adopted by COUNTY. Possession or use of firearms, liquor, or illegal drugs on the Property or Premises are prohibited.

14. FIRE AND CASUALTY DAMAGES.

COUNTY will not keep improvements that are constructed or installed by LICENSEE under the provisions of this License insured against fire or casualty, and LICENSEE will make no claim of any nature against COUNTY by reason of any damage to the business or property of LICENSEE in the event of damage or destruction by fire or other cause.

15. TERMINATION.

This LICENSE may be terminated without further liability on sixty (60) days prior written notice by COUNTY or LICENSEE.

A. LICENSEE, upon termination of License, shall peaceably and quietly leave, surrender, and yield to COUNTY the Property, Premises, and Facility in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted. Upon termination, a qualified COUNTY representative shall inspect the Property, Premises, and Facility to determine if LICENSEE left them in the condition specified in this section. In the event damage has occurred, LICENSEE shall assume liability for the cost to restore the Property, Premises, and/or Facility to the condition specified herein. Any and all costs billed to COUNTY by Lessor based on damage caused to the Property, Premises, and/or Facility by LICENSEE shall be paid by LICENSEE to COUNTY within two weeks of written notice thereof.

B. All improvements constructed or placed in or on the Facility by LICENSEE, including all wires, equipment, and other property, shall remain the property of LICENSEE and shall be removed by LICENSEE, at its sole cost and expense, within thirty (30) days after termination of this License. Should LICENSEE fail to do so within thirty (30) days after termination, COUNTY may remove the equipment and property at the risk of LICENSEE, and all cost and expense of such removal as aforesaid shall be paid by LICENSEE on demand. LICENSEE may, with the written consent of COUNTY, abandon in place any and all of said improvements, whereupon title to said improvements as abandoned by LICENSEE shall vest in COUNTY.

16. ACCESS.

LICENSEE, its properly qualified and authorized agents, employees, contractors and servants, shall have the right to access the Facility Monday through Friday, 8:00 a.m. through 4:00 p.m. (weather permitting), as coordinated and accompanied by representatives of COUNTY. If communication equipment of LICENSEE is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon express consent of COUNTY having first been obtained. COUNTY hereby grants to LICENSEE a non-exclusive right to use the access road that serves the Facility. Said right shall be subject to the provisions of Section 10 hereof, and to the following conditions and terms:

A. LICENSEE shall exercise said right through its authorized agents, employees, contractors, or servants whenever it is necessary for them to have access to LICENSEE'S equipment, now or hereafter located on said Facility.

B. LICENSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use. LICENSEE shall, at its expense, promptly repair any abnormal or excessive road damage caused by its use during the term of this License.

C. In the event LICENSEE elects to add a lock to the locked gates, LICENSEE shall provide locks in such a manner that the gates may be used without disturbing the locks of others.

D. After-hours access will only be granted for emergency situations. This access is not included in the Fee. Any call-out for after-hours access will be billed at the then-current, after-hours hourly rate at time of call-out. The current (FY 2024-25) hourly rate for after-hours callouts is \$213.

17. INDEMNIFICATION OF COUNTY.

LICENSEE hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising directly or indirectly out of this License or LICENSEE'S use of the Property, Premises, or Facility. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claim, demand, or suit at the sole expense of LICENSEE. LICENSEE also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent, except for the sole negligence of the COUNTY, its officers, agents, employees and volunteers. The PARTIES shall provide one another with written notice within thirty (30) working days of the date when they are made aware of the occurrence of any such claim. This provision is not intended to create any cause of action in favor of any third party against LICENSEE or COUNTY or to enlarge in any way LICENSEE'S liability but is intended solely to provide for indemnification of COUNTY from liability as described above. As used in this section, the term COUNTY encompasses the County of Placer or its officers, agents, employees, and volunteers. This section shall survive expiration or termination of this Agreement.

18. TAXES.

LICENSEE agrees to pay all lawful taxes, assessments or charges which at any time may be levied by any public entity upon any interest in this License or any possessory right which LICENSEE may have in or to the Property, Premises, or Facility, by reason of LICENSEE'S use or occupancy thereof during the term of this License, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by LICENSEE in or about said Property, Premises, or Facility. It is further understood that this License may create a possessory interest subject to property taxation per California Revenue and Taxation Code Section 107.6 and LICENSEE may be subject to the payment of property taxes levied on such interest.

19. INSURANCE REQUIREMENTS.

LICENSEE is self-insured against claims or losses related to general, auto and workers' compensation liability and maintains dedicated reserves in furtherance thereof. LICENSEE shall indemnify COUNTY for liability arising out of LICENSEE'S access to and use of the Facility under this Agreement. LICENSEE'S letter of self-insurance is attached hereto as Exhibit "6".

20. AMENDMENT.

This License may not be amended, changed, modified, or altered without the prior written consent of the PARTIES hereto.

21. ENTIRE AGREEMENT.

This License, including attached exhibits, incorporates all agreements and understandings between COUNTY and LICENSEE, and no verbal agreements or understandings shall be binding upon either COUNTY or LICENSEE, and any addition, variation, or modification to this License shall be ineffective unless made in writing and signed by the PARTIES.

22. WAIVER.

The waiver by any PARTY of a breach by the other PARTY of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

23. NON-LIABILITY OF COUNTY.

Any obligation of COUNTY created by or arising out of this License shall not impose a debt or pecuniary liability upon COUNTY or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by COUNTY.

The delivery of this License shall not, directly or indirectly or contingently, obligate COUNTY to levy any form of taxation therefore or to make any appropriation. Nothing herein or in the proceedings of COUNTY shall be construed to authorize COUNTY to create a debt of COUNTY, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of COUNTY.

24. LAW GOVERNING.

The PARTIES hereto acknowledge that this License has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this License shall be governed by, interpreted under and construed and enforced in accordance with laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The PARTIES hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.

25. RELATIONSHIP OF PARTIES.

LICENSEE and its agents and employees, in the performance of this License, shall act in an independent capacity and not as officers, employees or agents of COUNTY. The employees of COUNTY who participate in the performance of this License are not agents of LICENSEE.

26. SUCCESSORS AND ASSIGNS.

Subject to Section 10(D), the terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective PARTIES hereto.

27. SECTION HEADINGS.

All section headings, titles or captions contained in this License are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.

28. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, covenants or conditions of this License shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this License shall be affected thereby, and all of said remaining terms of this License shall be valid and enforceable to the fullest extent permitted by law.

29. COUNTERPARTS.

This License may be executed in one or more counterparts, each of which shall be an original and all

of which taken together shall constitute one instrument.

30. EXHIBITS.

Any and all exhibits referred to in and/or attached to this License are hereby incorporated into this License as if set forth in full herein.

31. CONSTRUCTION AND INTERPRETATION.

It is agreed and acknowledged by the PARTIES that the provisions of this License have been arrived at through negotiation, and that each of the PARTIES has had a full and fair opportunity to review the provisions of this License and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this License.

32. TIME OF THE ESSENCE.

Time is of the essence with respect to the obligations to be performed under this License.

33. AUTHORITY OF DIRECTOR.

The Director of the Department of General Services, or designee, shall administer this License on behalf of COUNTY. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of COUNTY hereunder.

34. AUTHORITY OF EXECUTION.

Each person executing this License on behalf of a PARTY represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind and, if such PARTY is a partnership, corporation or trustee, that such partnership, corporation or trustee has full rights and authority to enter into this License and perform all of its obligations hereunder.

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IN WITNESS WHEREOF, this License has been executed by the PARTIES hereto and shall take effect upon the date of the last signature below.

LICENSEE: County of Nevada, a political subdivision of the State of California

By: _____ Date: _____
Shannan Moon, Sheriff
County of Nevada, Sheriff's Office

COUNTY: County of Placer, a political subdivision of the State of California

By: _____ Date: _____
Natasha Drane
Director of General Services

Approved as to form:

By: _____ Date: _____
Placer County Counsel

ATTACHMENTS

- Exhibit 1: Property Map
- Exhibit 2: County Premises
- Exhibit 3: Iron Mine Vault Layout
- Exhibit 4: County of Nevada Vault Racks
- Exhibit 5: County of Nevada Tower Equipment
- Exhibit 6: County of Nevada Self-insurance Letter
- Exhibit 7: Amendment No. 1 / Communications Site Lease Agreement

**EXHIBIT 1
PROPERTY MAP**

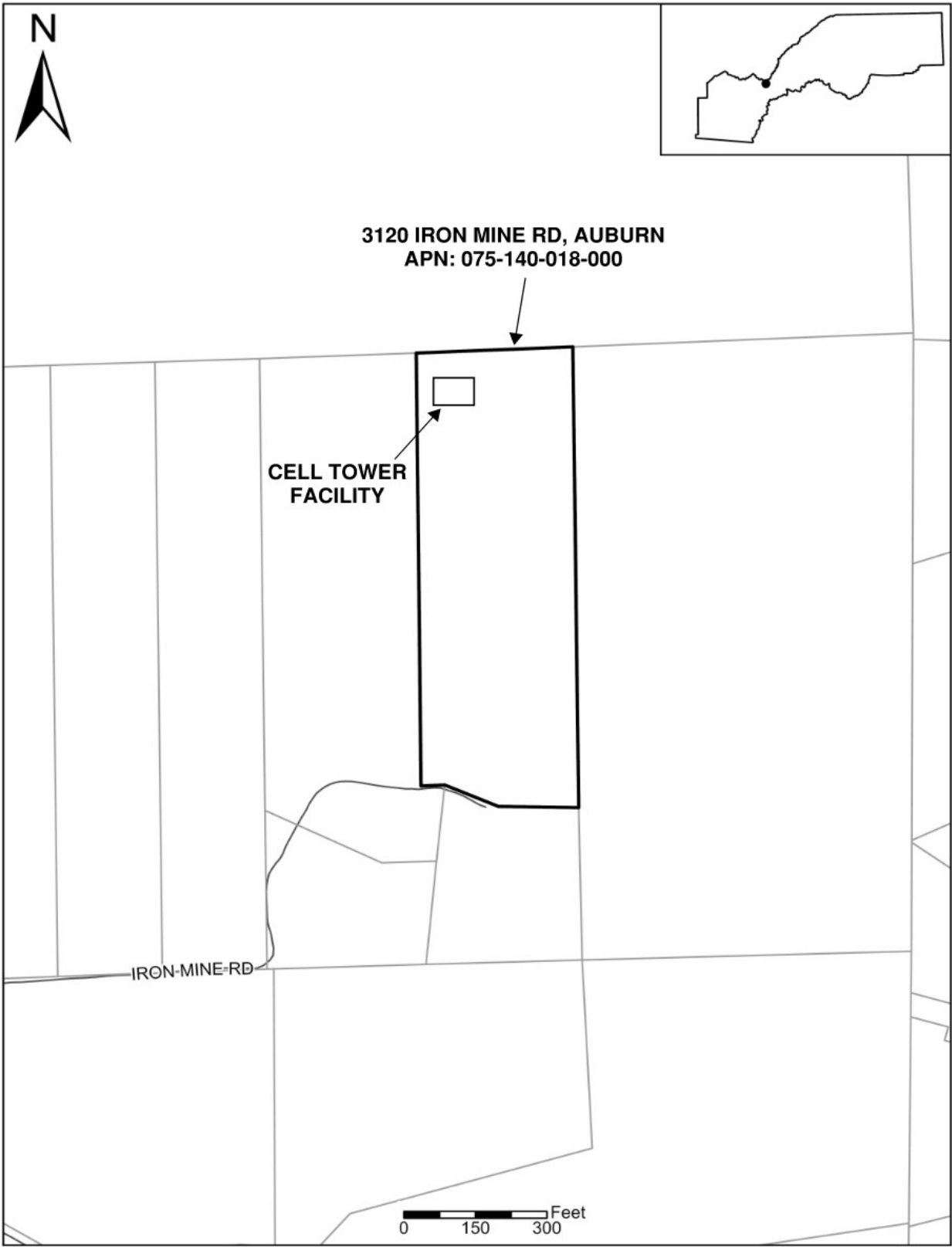


EXHIBIT 3 IRON MINE VAULT LAYOUT

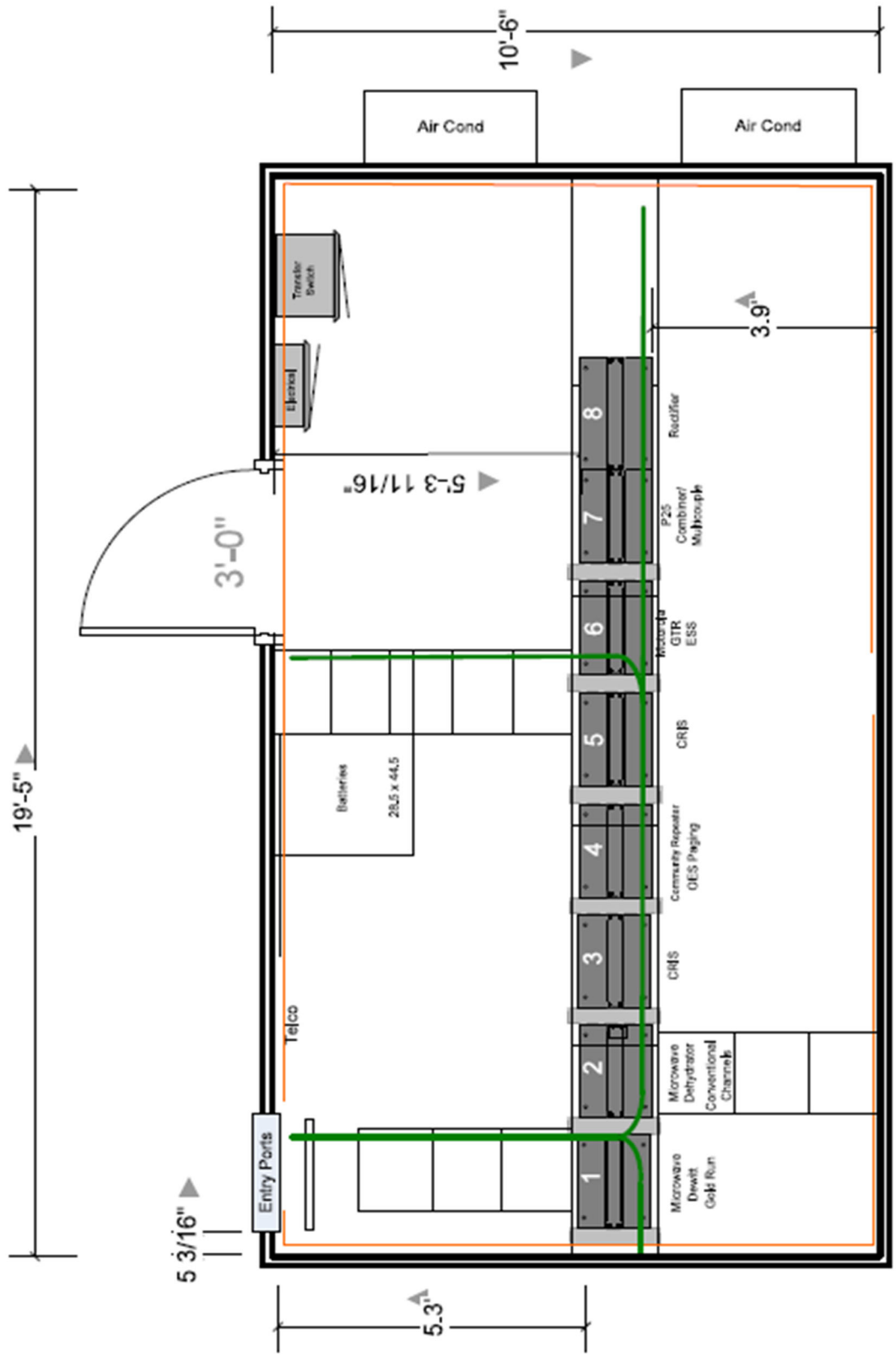


EXHIBIT 4 COUNTY OF NEVADA RACKS

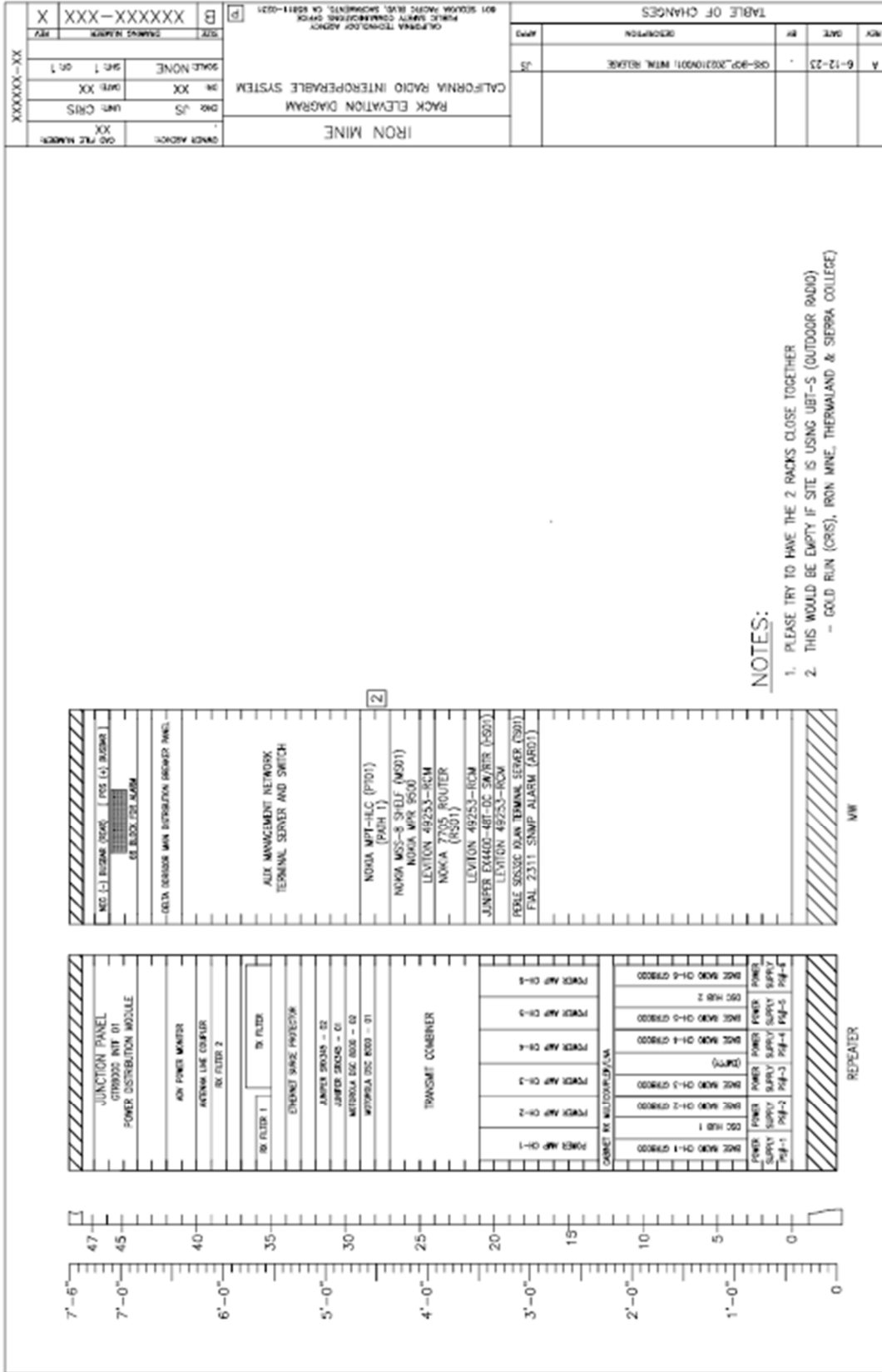


EXHIBIT 5 COUNTY OF NEVADA TOWER EQUIPMENT

Iron Mine

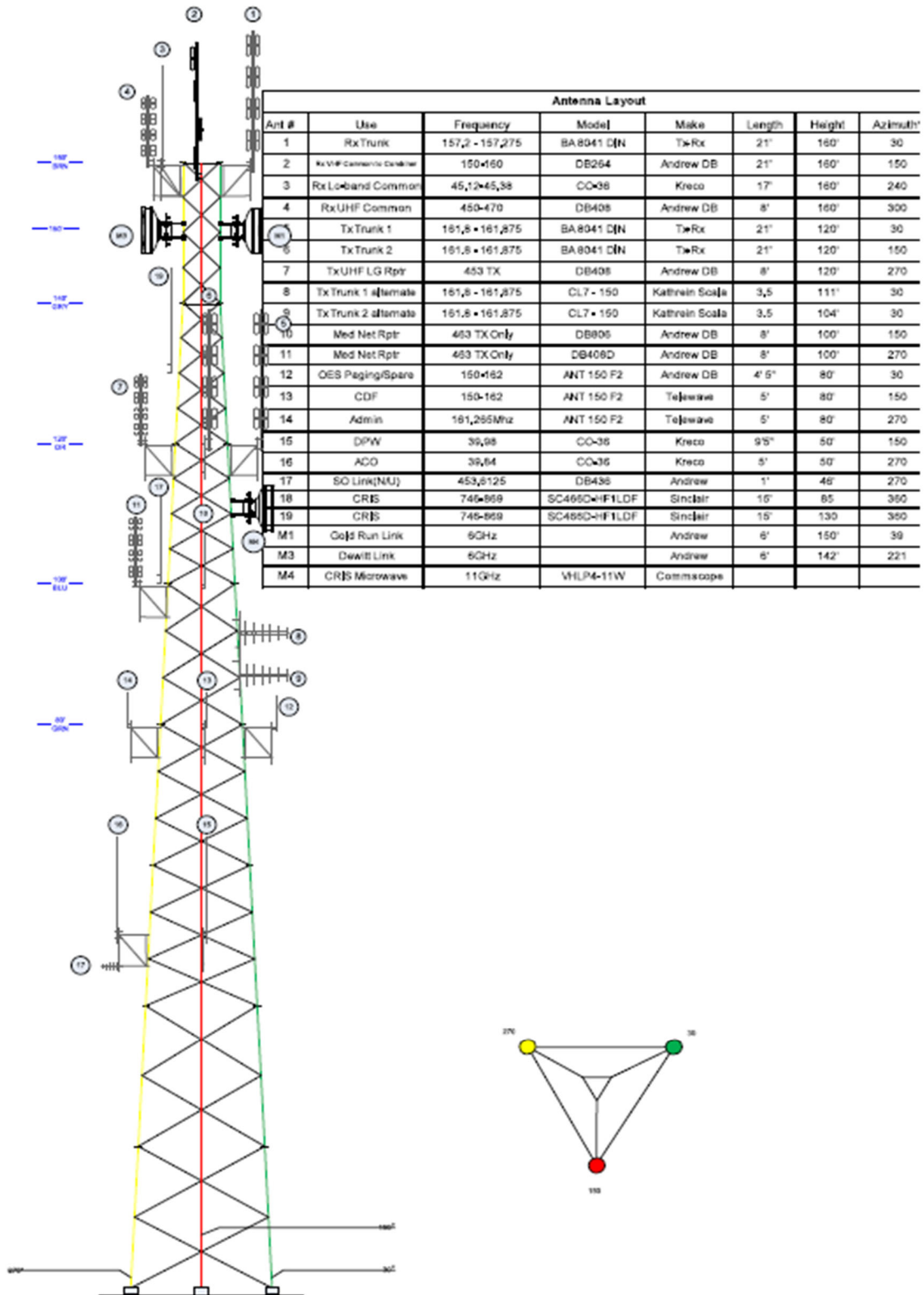


EXHIBIT 6
COUNTY OF NEVADA SELF-INSURANCE LETTER



August 4, 2025

County of Placer
11476 C Avenue
Auburn, CA 95603

Re: Letter of Self-insurance

To whom this may concern,

The County of Nevada, in accordance with Government Code 990 and Labor Code 3700, has elected to self-insure general, auto, and workers' compensation liability. The County maintains dedicated reserves in accordance with GASB 10 and 30. Under this form of coverage, the County and its employees acting in the course and scope of their employment are covered for tort and workers' compensation liability arising out of official County business and for the use of County of Placer's property and equipment. County of Placer will be indemnified as agreed in the contract and only for liability arising out of the County's use of County of Placer's property and equipment. All claims against the County for property damage and tort liability should be presented as a government claim to the Clerk of the board Eric Rood Administrative Center 950 Maidu Avenue, Suite 200 Nevada City, CA 95959. (Gov. Code Section 900, et. Seq.) Internet link: <https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County>

Please feel free to contact me if you have any further questions.

Very respectfully,

A handwritten signature in black ink that reads "Brittni Inks". The signature is written in a cursive style with a horizontal line at the end.

Brittni Inks
Risk Manager

Encl.

Cc: Robert Jakobs

Risk Management Division, Office of the County Executive Officer, County of Nevada
950 Maidu Avenue, Nevada City, CA 95959 Telephone: (530) 265-7013
Email: Brittni.inks@nevadacountyca.gov

EXHIBIT 7
AMENDMENT NO. 1 / COMMUNICATIONS SITE LEASE AGREEMENT

AMENDMENT NO. 1

This Amendment is attached to and made a part of the Communications Site Lease Agreement [the "Agreement"] dated May 1, 2010, by and between James J. Griffith and Sharron D. Griffith, Husband and Wife, as Joint Tenants (herein called "Lessor") and the County of Placer, (herein called "Lessee").

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That Exhibit B to the Agreement is deleted in its entirety and replaced with Revised Exhibit B attached hereto.
2. Section 4, RENT, to the Agreement is deleted in its entirety and replaced as follows:

4. Rent. Within thirty days of the full execution of this Lease by both parties, the Lessee shall pay Lessor's Payee a one-time payment of Five Thousand Dollars (\$5,000.00) for road improvements. Upon the Commencement Date, Lessee shall pay Lessor's Payee, as rent, the sum of Eight Thousand Fifty-Seven Dollars (\$8,057.00) ("Rent") per year. Rent shall be payable in advance of the first business day of each calendar year to Lessor's Payee at the address specified in Section 18 of this Lease. Within thirty (30) days of the beginning of each calendar year, the Lessor shall send to Lessee an invoice indicating i) that the annual rent is due by the first of each calendar year; ii) the amount of rent subject to the annual escalation and; iii) any updated address for the remittance of the rent. Lessee shall pay the rent to the Lessor within fifteen (15) days of the first of each calendar year. In the event that the rent is paid late, Lessee shall pay to Lessor an amount of twenty five dollars (\$25.00) for each day that annual rent is late.

If the Commencement Date is other than the first day of a calendar year, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar year in which the Term commences, and thereafter, Lessee shall pay a full year's Rent on the first day of each calendar year, except that payment shall be prorated for the final fractional year of this Lease, or if this Lease is terminated before the expiration of any year.

Lessee may expand the Premises for its equipment beyond the square footage of the Premises with Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and Rent shall be increased in proportion to the extra square footage included in the revised Premises based on an original Premises square footage of 35ft. x 42 ft. (1,470) square feet. Such expansion shall not unreasonably encroach upon the Lessor's ability to enjoy the Premises nor cause expense to be incurred by Lessor for relocating fencing and other land improvements being used by Lessor without reasonable remuneration. Throughout the initial Term, Rent shall be increased on each anniversary by an amount equal to three percent (3%) of the Rent for the previous year.

REVISED EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated 9-17-2018, by and between James J. Griffith and Sharron D. Griffith, Husband and Wife, as Joint Tenants, as Lessor, and the County of Placer, as Lessee.

The Premises consists of those specific areas described/shown or attached where Lessee's communications antennae, equipment and cables occupy Lessor's real property. The Premises and the associated utility connections and access road, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Real Property.

(A final drawing or copy of a property survey or site plan depicting the above shall replace this Revised Exhibit B when initiated by Lessor or Lessor's designated agent and may be modified from time to time when initiated by both Lessor and Lessee.).

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the 17th day of September, 2010.

LESSOR

James J. Griffith And Sharron D. Griffith,
Husband And Wife, As Joint Tenants

By: 

Name: JIM GRIFFITH

Date: 17 SEPT, 2010

By: 

Name: SHARRON GRIFFITH

Date: 9-17-2010

LESSEE

The County of Placer

By: 

Title: Purchasing Manager

Date: 9/22/10

GENERAL NOTES

1. THE CLIENT, CONTRACTOR AND OTHER PERSONS ARE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER.
2. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS REVIEWED THE RECORD DRAWINGS AND RECORD SURVEY DATA.
3. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS REVIEWED THE RECORD DRAWINGS AND RECORD SURVEY DATA.
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13. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS REVIEWED THE RECORD DRAWINGS AND RECORD SURVEY DATA.
14. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS REVIEWED THE RECORD DRAWINGS AND RECORD SURVEY DATA.

Placer County

Administrative Services Department

LEGEND

PROJECT SUMMARY	SHEET INDEX
<p>LEGEND</p> <p>ARROW POINT (IRON GRADE)</p> <p>ALIGNED STREET (IRON GRADE)</p> <p>POWER STREET (IRON GRADE)</p> <p>BOUNDARY (IRON GRADE)</p> <p>SECTION CORNER MARKER</p> <p>PROPERTY CORNER MARKER</p> <p>ADJACENT PROPERTY</p> <p>ADJACENT STREET</p> <p>ADJACENT ALLEY</p> <p>ADJACENT DRIVE</p> <p>ADJACENT RAILROAD</p> <p>ADJACENT HIGHWAY</p> <p>ADJACENT AIRPORT</p> <p>ADJACENT WATERWAY</p> <p>ADJACENT CANAL</p> <p>ADJACENT DAM</p> <p>ADJACENT BRIDGE</p> <p>ADJACENT TUNNEL</p> <p>ADJACENT UNDERPASS</p> <p>ADJACENT OVERPASS</p> <p>ADJACENT ELEVATION</p> <p>ADJACENT DISTANCE</p>	<p>SHEET INDEX</p> <p>7 SITE SURVEY</p> <p>C-1 OVERALL SITE PLAN</p> <p>A-1 ENLARGED SITE PLAN</p> <p>A-2 ELEVATION</p>

VICINITY MAP



CONTACTS

CLIENT:
 Placer County
 1000 J Street
 Auburn, CA 95602
 (530) 885-1000

ENGINEER:
 Paul S. Corn
 1000 J Street
 Auburn, CA 95602
 (530) 885-1000

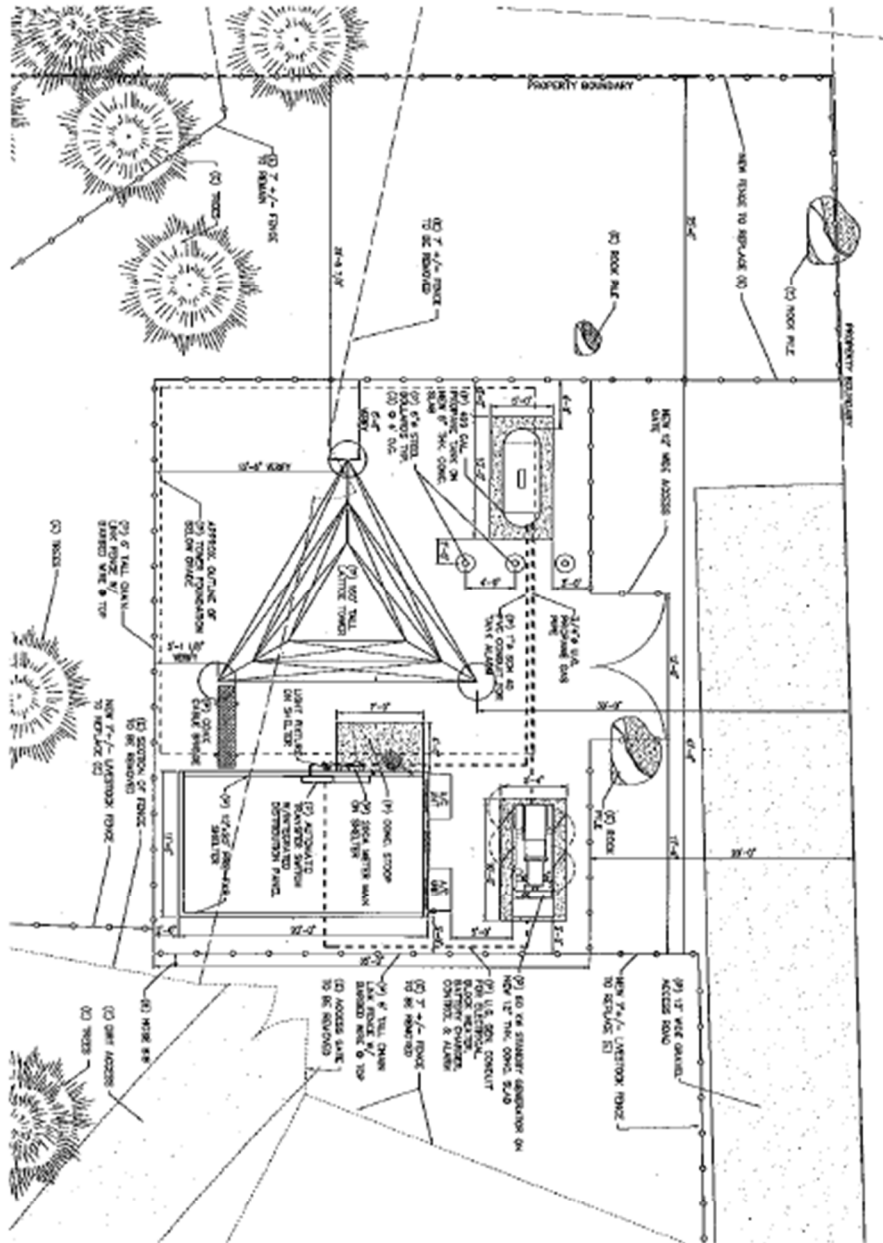
IRON MINE
3120 IRON MINE ROAD
AUBURN, CA. 95602

"Revised Exhibit B"

<p>SITE ADDRESS</p> <p>3120 IRON MINE ROAD AUBURN, CA 95602</p>	<p>Project Site - Corn</p> <p>1000 J Street Auburn, CA 95602 Phone: (530) 885-1000 Fax: (530) 885-1000 E-Mail: krc@placercounty.com</p>	<p>PROJECT: IRON MINE</p> <p>TITLE SHEET</p> <p>DATE: 10/1/03</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO.: 03-001</p> <p>SHEET NO.: 7</p> <p>TOTAL SHEETS: 7</p> <p>DATE: 10/1/03</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO.: 03-001</p> <p>SHEET NO.: 7</p> <p>TOTAL SHEETS: 7</p>
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"Revised Exhibit B"

ENHANCED PROJECT AREA A



- GENERAL NOTES:**
- 1. ALL DIMENSIONS SHALL BE IN FEET.
 - 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
 - 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
 - 4. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
 - 5. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.

	<p>Peak Site-Corn 321 LINDEN WAY, SUITE 118 ADRIAN, CALIFORNIA 92301 PHONE (951) 860-6100 FAX (951) 860-6100 WWW.PEAKSITE-CORN.COM</p>	<p>SITE ADDRESS 10000 S. 1000 W. WEST VALLEY, NV 89002</p>	
	<p>IRON MINE 10000 S. 1000 W. WEST VALLEY, NV 89002</p>		
	<p>ENHANCED SITE PLAN 10000 S. 1000 W. WEST VALLEY, NV 89002</p>		

COMMUNICATIONS SITE LEASE AGREEMENT

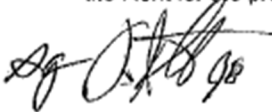
THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of MAY 1, 2010, is between the County of Placer ("Lessee") whose address is 175 Fulweiler Avenue, Auburn, CA 95603, and James J. Griffith and Sharron D. Griffith, Husband and Wife, as Joint Tenants ("Lessor") whose address is 3120 Iron Mine Road, Auburn, California 95602.

The parties hereto agree as follows:

1. **Premises.** Lessor represents that Lessor owns the real property legally described in Exhibit "A" commonly known as 3120 Iron Mine Road, Auburn, California 95602 (Placer County Assessor's Parcel Number 075-140-018). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises"). Title to the Premises shall be limited to a leasehold interest.
2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provisions of public safety communications, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessee shall be responsible for securing and maintaining all required permits necessary for the construction and maintenance of the facility.
3. **Term.** The term of this Lease ("Term") shall be five (5) years commencing upon full execution of this agreement by both parties ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for three (3) additional Terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.
4. **Rent.** Within thirty days of the full execution of this Lease by both parties, the Lessee shall pay Lessor's Payee a one-time payment of Five Thousand Dollars (\$5,000.00) for road improvements. Upon the Commencement Date, Lessee shall pay Lessor's Payee, as rent, the sum of Seven Thousand Two Hundred Dollars (\$7,200.00) ("Rent") per year. Rent shall be payable in advance of the first business day of each calendar year to Lessor's Payee at the address specified in Section 18 of this Lease. Within thirty (30) days of the beginning of each calendar year, the Lessor shall send to Lessee an invoice indicating i) that the annual rent is due by the first of each calendar year; ii) the amount of rent subject to the annual escalation and; iii) any updated address for the remittance of the rent. Lessee shall pay the rent to the Lessor within fifteen (15) days of the first of each calendar year. In the event that the rent is paid late, Lessee shall pay to Lessor an amount of twenty five dollars (\$25.00) for each day that annual rent is late.

If the Commencement Date is other than the first day of a calendar year, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar year in which the Term commences, and thereafter, Lessee shall pay a full year's Rent on the first day of each calendar year, except that payment shall be prorated for the final fractional year of this Lease, or if this Lease is terminated before the expiration of any year.

Lessee may expand the Premises for its equipment beyond the square footage of the Premises with Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and Rent shall be increased in proportion to the extra square footage included in the revised Premises based on an original Premises square footage of 35 ft. x 42 ft. (1,470) square feet. Such expansion shall not unreasonably encroach upon the Lessor's ability to enjoy the Premises nor cause expense to be incurred by Lessor for relocating fencing and other land improvements being used by Lessor without reasonable remuneration. Throughout the initial Term, Rent shall be increased on each anniversary by an amount equal to three percent (3%) of the Rent for the previous year.



5. Improvements Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities and for the purpose of preparing for the construction of Lessee's Facilities. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor.

(b) Lessee has the right to construct, maintain, install, repair and operate on the Premises public safety radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennae and supporting structures and improvements (Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee shall have the right to install any warning signs on or about the Premises required by federal, state or local law. Lessee shall have the right to lock the gate to Lessee's Premises. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee or its equipment lessors or assigns. Lessee's Facilities shall not be considered fixtures. Lessee has the right to remove any or all of Lessee's Facilities at its sole expense on or before the expiration of this Lease or within sixty (60) days after an early termination of this Lease.

(c) Lessor shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises, and to remove them there from. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access for a four-wheel drive vehicle consistent with the Road Maintenance Agreements currently in effect. The Road Maintenance Agreements are attached as Exhibit "C" to this Agreement. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense within the parameters of the existing road maintenance agreement, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage to the roadways, it shall promptly repair same. If damage to the roadway is caused by Lessee and is not repaired within sixty (60) days after notification by Lessor, Lessor may repair such damage and bill Lessee for the reasonable cost of these repairs.

(e) Lessee shall have the right to install underground utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, such approval not to be unreasonably withheld, delayed or denied, Lessee shall have the right to place underground utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Within sixty (60) days upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall surrender the Premises in good condition, less ordinary wear and tear; however, Lessee shall not be required to remove any foundation supports for Lessee's Facilities or underground conduits which have been installed by Lessee. Any portion of the Premises which remain after the sixty (60) day period shall become the property of the Lessor. Such equipment shall be accepted by Lessor in as-is condition without warranty. If the Lessor declines to assume title to the equipment, it may remove or have the equipment removed at its expense and bill the Lessee for reasonable costs associated with the equipment removal.



6. Interference with Communications. Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission. Lessor shall not permit the use of any portion of Lessor's Property in a way which interferes with the use of the Premises described in Paragraph 2, above. Such interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate such interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore, Lessee shall have (i) the right to bring action to enjoin such interference and (ii) the right to terminate the Lease immediately upon notice to Lessor, in addition to any other rights or remedies at law or in equity.

7. Taxes. Lessee shall pay personal property taxes assessed against Lessee's Facilities and Lessor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Lease. Notwithstanding the foregoing, Lessee shall reimburse Lessor for that portion of any increase in real property taxes which is based upon Lessee's improvements to the Premises. As a condition of Lessee's obligation to pay such tax increase, Lessor shall provide to Lessee the documentation from the taxing authority, reasonably acceptable to Lessee, indicating the increase is due to Lessee's improvements.

8. Indemnification And Hold Harmless.

(a) Lessor shall indemnify and hold Lessee harmless from and defend Lessee against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Property and/or the Premises when such injury, death or damage is caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same by the Lessor, its agents, contractors, employees or invitees.

(b) Lessor shall further indemnify and hold Lessee harmless from and against any and all claims arising from any act or negligence of Lessor, or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Lessor shall be required to provide notice to the Lessee within thirty (30) working days of the date when Lessor is made aware of the occurrence of any such claim.

(c) In case any action or proceeding is brought against Lessee by reason of any such claim, Lessor, upon notice from Lessee, shall defend the same at Lessor's expense provided; however, that Lessor shall not be liable for damage or injury occasioned by the negligence or intentional acts of Lessee and its designated agents or employees. Lessee shall be required to provide notice to the Lessor within thirty (30) working days of the date when Lessee is made aware of the occurrence of any such claim.

9. Termination.

(a) This Lease, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) This Lease may be terminated by Lessee without further liability for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date.

(c) This Lease may also be terminated by Lessee without further liability on thirty (30) days prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating Lessee's Facilities or using the Premises

in the manner described in Paragraph 2 above; or (U) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference.

10. Insurance.

(a) Lessor acknowledges the Lessee is a self-insured public entity. Parties agree that Lessee may satisfy their insurance requirements through a program of self-insurance. Lessor shall not be obligated to maintain any insurance for improvements installed by and which are the property of the Lessee.

(b) In the event the Lessee discontinues its policy of self-insurance, Lessee agrees to produce and continue in force and effect insurance coverage for vandalism and malicious mischief for the Lessee's property and improvements.

(c) Lessor agrees to maintain and continue in full force and effect at all times during the term of this Agreement comprehensive general liability insurance coverage for the Property which includes the Premises. Lessor shall maintain such other insurance as may be required by Lessor's lender or by any governmental agency.

11. Free From Liens. Lessee shall keep the Premises, and the property in which the Premises are situated, free from any liens arising out of the work performed, material furnished, or obligation incurred by Lessee.

12. Assignment. Lessee may not assign, or otherwise transfer all or any part of its interest in this Lease or in the Premises without the prior written consent of Lessor, such consent not to be unreasonably withheld, delayed or denied.

13. Title and Quiet Enjoyment.

(a) Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term. Lessor hereby represents and warrants that it has obtained all necessary approvals and consents, and has taken all necessary action to enable Lessor to enter into this Lease and allow Lessee to install and operate Lessee's Facilities on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Lessor's Property.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

14. Repairs. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors. Lessee shall maintain the Premises and Lessee Facilities in good working order and repair, and shall use and operate the Premises and Lessee Facilities in a clean and safe manner in accordance with all applicable laws and ordinances, and in a manner that will not unreasonably disturb neighbors.

15. Environmental. Lessor represents that, to the best of Lessor's knowledge, the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

16. Condemnation. In the event Lessor receives notification of any condemnation proceedings affecting the Lessor's Property, Lessor will provide notice of the proceeding to

Handwritten signature and initials, possibly 'AG' and 'JB', in black ink.

Lessee within forty-eight (48) hours. If a condemning authority takes all of the Lessor's Property, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Lessee will include, where applicable, the value of Lessee's Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Lessee will not diminish Lessor's recovery. Lessee will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

17. Casualty. Lessor will provide notice to Lessee of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of Lessee's Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Lessee's reasonable determination, then Lessee may terminate this agreement by providing written notice to the Lessor, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. If notice of termination is given, or if Lessor or Lessee undertake to rebuild Lessee's Facility, Lessor agrees to use its reasonable efforts to permit Lessee to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Lessee is able to activate a replacement transmission facility at another location or the reconstruction of Lessee's Facility is completed.

18. Waiver of Lessor's Liens. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning Lessee's Facility or any portion thereof. Lessee's Facility shall be deemed personal property for purposes of this agreement, regardless of whether any portion is deemed real or personal property under applicable law and Lessor consents to Lessee's right to remove all or any portion of Lessee's Facility from time to time in Lessee's sole discretion and without Lessor's consent.

19. Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

County of Placer
Information Technology Division
11459 F Avenue
Auburn, California 95603

with a copy concurrently to:

County of Placer
County Counsel
175 Fulweiler Avenue
Auburn, California 95603

and if to Lessor:

James J. Griffith and Sharron D. Griffith
3120 Iron Mine Road
Auburn, California 95602

and if to Lessor's Payee:

Griffith Enterprises
3120 Iron Mine Road
Auburn, California 95602

If Lessee is to pay Rent to a payee other than Lessor or Lessor's Payee, Lessor shall notify Lessee in advance in writing of the payee's name and address.

Handwritten signatures and initials in black ink, including a large signature on the left and initials 'JB' on the right.

19. Miscellaneous

The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any. If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

This Lease shall be governed under California law, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. Initial venue for any legal action shall be Placer County, California. Each party waives any federal court removal and/or original jurisdiction rights it may have.

Upon request either party may require that a Memorandum of Lease be recorded confirming the (i) Lease commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

This Lease constitutes the entire Lease between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Lease effective as of the date first above written.

LESSEE: COUNTY OF PLACER

LESSOR: JAMES J. GRIFFITH AND SHARRON D. GRIFFITH, HUSBAND AND WIFE, AS JOINT TENANTS

By: Jim Boggan
Name: Jim Boggan
Title: Purchasing Manager
Date: 5/14/10

By: James J. Griffith
Name: JAMES J. GRIFFITH
Date: 4-13-2010
By: Sharron D. Griffith
Name: SHARRON D. GRIFFITH
Date: 4-13-2010

APPROVED AS TO FORM
By: [Signature]
Name: Robert Sanborn
Title: Deputy County Counsel
Date: 5/15/10

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which Premises are a part is legally described as follows:

The land described herein is situated in the State of California, County of Placer, Unincorporated area, and is described as follows:

Parcel One:

That portion of the Southeast One Quarter of Section 10, Township 13 North, Range 8 East, M.D.B. & M., included within the land shown and designated as Parcel "B" of Parcel Map No. 72391 filed for record in the Office of the Recorder of Placer County, California on March 13, 1979 in Book 14 of Parcel Maps, at Page 48, Placer County Records.

Parcel Two:

A non-exclusive easement for roadway, drainage, public and private utilities purposes over, under and across the land shown and designated as Area "P" on the above mentioned Parcel Map, Excepting there from that portion lying within Parcel One above.

Parcel Three:

A non-exclusive easement for roadway and utility purposes over, under and across a portion of the Southeast One Quarter of Section 10, Township 13 North, Range 8 East M.D.B. &M., included within the land shown and designated as Area IC of Parcel Map No. 72391 filed in the Office of the Placer County Recorder on March 13, 1979, in Book 14 of Parcel Maps at Page 48.

Parcel Four:

An easement for road, drainage and utilities purposes on, over, under and across a portion of Parcel A of Parcel Map No. 70099 located in a portion of Section 19, Township 13 North, Range 8 East, M.D.B.&M., recorded in Book 2 of Parcel Maps, at Page 51, Placer County Records, State of California more particularly described as follows:

Beginning at a point of the intersection of that certain arc of the westerly boundary of a 50 foot wide easement described in a deed to State of California recorded in Volume 1442, Page 440, Official Records of said County and the westerly line of said Parcel A from which the Southwest corner of said Parcel A lies South 00° 14' 17" feet, more or less, thence South 74° 03' 03" East 135.32 feet to the Northerly line of a 50 foot wide easement shown as Area K on said Parcel Map; thence South 88° 15' 23" West, along said Northerly line 130 feet to the said Westerly boundary of Parcel A; thence North 00° 14' 17" West 41.14 feet to the point of beginning.

APN 075-140-018

EXHIBIT B

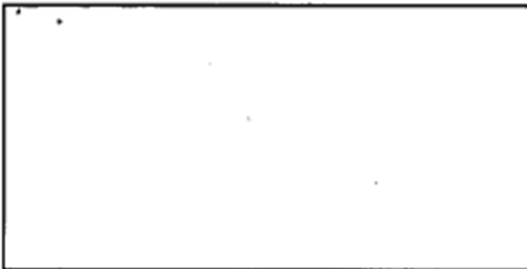
DESCRIPTION OF PREMISES

The Premises consist of those areas described/shown below and where Lessee's communications antennae, equipment, cables and utilities occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

A final drawing, Site Plan, or copy of a property survey substantially depicting the above will replace this Exhibit "B" when initiated by Lessor.

Notes

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.



SITE ADDRESS
 ADDRESS ON FILE

Peak Site-Com
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 Laguna, California 92653
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NO. OF PERMITS/REVISIONS	DATE
1	1-13-08
2	1-13-08
3	1-13-08
4	1-13-08

IRON MINE

ENLARGED SITE PLAN

Scale: 1" = 100'

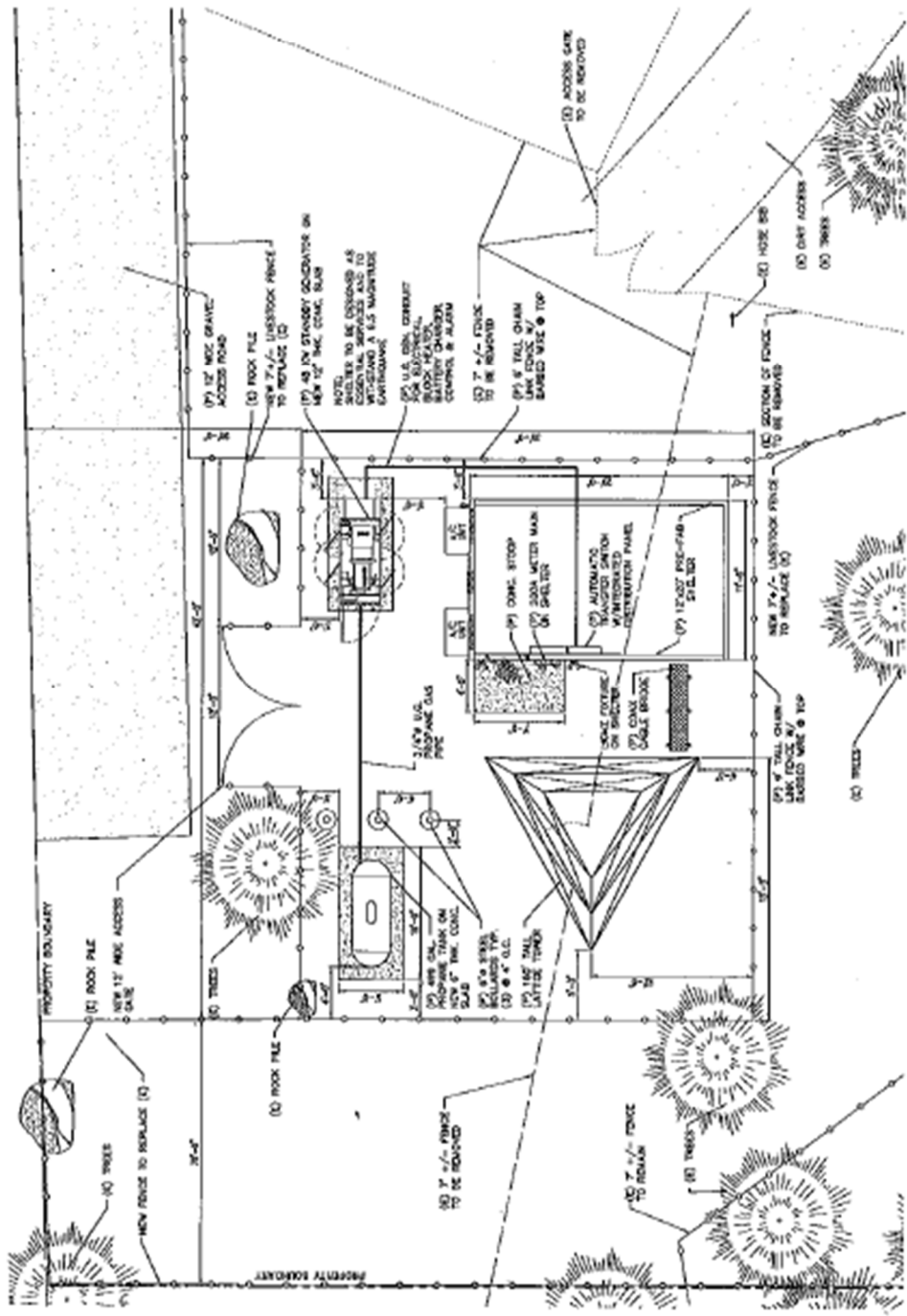
DATE: 1-13-08

PROJECT NO: A-11

BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]



GENERAL NOTES:

1. SEE GENERAL NOTES TO SHEET A-10.
2. ALL UTILITIES SHOWN ARE TO BE MAINTAINED AND PROTECTED.
3. USE ADDRESS ON FILE.

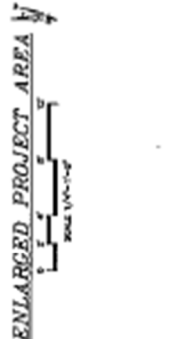


EXHIBIT C
Road Maintenance Agreements

DRAFT

Ref.
DEPT. PUBLIC WORKS
Art Davidson

10723

OFFICIAL RECORDS
PLACER COUNTY-CALIF.
RECORD REQUESTED BY
DEPT. PUBLIC WORKS
MAR 13 3 34 PM '79

GAY TROMBLEY
PLACER CO RECORDER

72391

10723

\$6.00

DECLARATION OF ROAD MAINTENANCE AGREEMENT

The undersigned hereby declare that they are owners of an easement in the nature of a private right-of-way or of lands to which such easement is attached, such easement being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

We hereby agree and declare that we shall bear equal shares of any and all costs required for maintenance and repairs of said easement under the terms and conditions set forth herein:

via 2094 INT 563

1. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.

2. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions.

3. Repairs or maintenance on said easement shall be required when a majority of those owners bound by this agreement who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement bearing equal shares of the cost and expense thereof, regardless of whether such owners shall have concurred in the decision to initiate repairs or not, provided, however, that such costs and expenses shall be shared only with and by those owners who use easement for ingress and egress.

4. Nothing herein shall be interpreted as requiring contribution for major improvements in the travelled portion in said easement, however, if such improvements are constructed, this

Exhibit C

Declaration of Road Maintenance Agreement (Cont'd)

9. Nothing herein shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under Civil Code Section 845 or other provisions of law against owners of said easement or lands to which said easement is attached who are not bound by this agreement.

10. Any owner of said easement, or lands to which said easement is attached, not bound by this agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owner shall be subject to all the benefits and duties herein.

IN WITNESS WHEREOF, we have executed this declaration this 17th day of July, 1978, at Auburn, California.

Handwritten signature: Lee Harris PM 72391
Book & Page or Parcels & Parcel Map Number
Book & Page or Parcels & Parcel Map Number
Book & Page or Parcels & Parcel Map Number
Book & Page or Parcels & Parcel Map Number
Book & Page or Parcels & Parcel Map Number

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Each signature must be acknowledged (notarized).

Notary Public section: STATE OF CALIFORNIA, COUNTY OF Placer, On July 17, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared Lee Harris. Witness my hand and official seal. Signature: Bradley R. Langner. OFFICIAL SEAL: BRADLEY R. LANGNER, Notary Public - California, Notary Office in the County of Placer, My Commission Expires December 31, 1980.

EXHIBIT "A"

PARCEL ONE

A road and utility easement 50 feet in width shown and designated as Area "K" on Parcel Map Number 70099, filed September 12, 1972 in Book 2 of Parcel Maps at Page 51; and non-exclusive road and utility easement forty feet in width shown and designated as Area "P" of Parcel Map Number 72391, filed March 13, 1979 in Book 14 of Parcel Maps at Page 48; and a non-exclusive road and utility easement 50 feet in width as said easement is described in the Agreement and Grant of Easement executed by the State of California and recorded September 12, 1972 in Book 1442, Page 440, Official Records of Placer County.

PARCEL TWO

That area described in Book 2093, Page 510. O.R.P.C.

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EXHIBIT "A"

PARCEL ONE:

That portion of the Southeast one quarter of Section 10, Township 13 North, Range 8 East, M.D.M., included within the land shown and designated as Parcel B on Parcel Map No. 72391 filed for record in the office of the Recorder of Placer County, California, on March 13, 1979, in Book 14 of Parcel Maps, at Page 48, Placer County Records.

RESERVING therefrom an easement for roadway, drainage, public and private utility purposes over that portion shown and designated as area "P" on the above mentioned parcel map.

PARCEL TWO:

A non-exclusive easement for roadway, drainage, public and private utilities purposes over under and across a portion of the Southeast one quarter of Section 10, Township 13 North, Range 8 East, M.D.M., included within the land shown and designated as Area P of Parcel Map No. 72391 filed in the office of the Placer County Recorder on March 13, 1979 in Book 14 of Parcel Maps at Page 48.

EXCEPTING THEREFROM all that portion lying within Parcel One above.

PARCEL THREE:

A non-exclusive easement for road and utility purposes over, under and across a portion of the Southeast one quarter of Section 10, Township 13 North, Range 8 East, M.D.M., included within the land shown and designated as Area K of Parcel Map No. 72391 filed in the office of the Placer County recorder on March 13, 1979, in Book 14 of Parcel Maps at Page 48.

PARCEL FOUR:

An easement for road, drainage and utilities purposes on, over, under and across a portion of Parcel "A" of Parcel Map No. 70099 located in a portion of Section 10, Township 13 North, Range 8 East, M.D.M., recorded in Book 2 of Parcel Maps, at Page 51, Placer County Records, State of California more particularly described as follows:

BEGINNING at a point of the intersection of that certain arc of the Westerly boundary of a 50 foot wide easement described in a deed to State of California recorded in Volume 1442, Page 440, Official Records. of said County and the Westerly line of said Parcel "A" from which the Southwest corner of said Parcel "A" lies South 00° 14' 17" East 91.14 feet, more or less; thence South 74° 03' 03" East 135.32 feet to the Northerly line of a 50 foot wide easement shown as Area "K" on said Parcel Map; thence South 88° 15' 23" West, along said Northerly line, 130 feet to the said Westerly boundary of Parcel "A"; thence North 00° 14' 17" West 41.14 feet to the point of beginning.

APN: 75-140-15 Ptn.1

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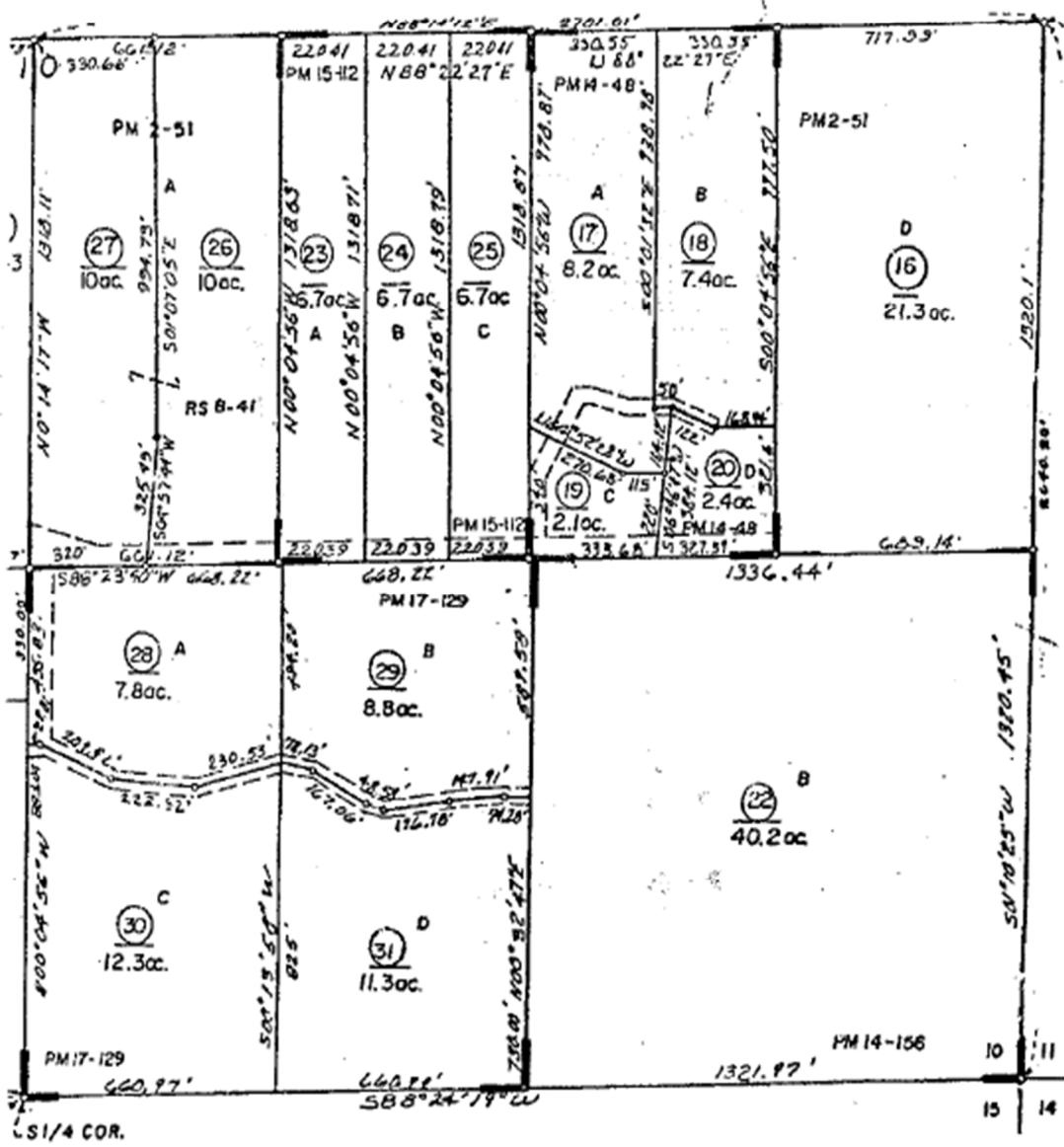
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R:8E., M.D.B.&M.

Pg. 87
2, Pg. 51
5, Pg. 69

75-14

15



Bk.74

Bk.76

Assessor's Map Bk.75-Pg.14
County of Placer, Calif.

NOTE - ASSESSOR'S BLOCK
& LOT NUMBERS
SHOWN IN CIRCLES