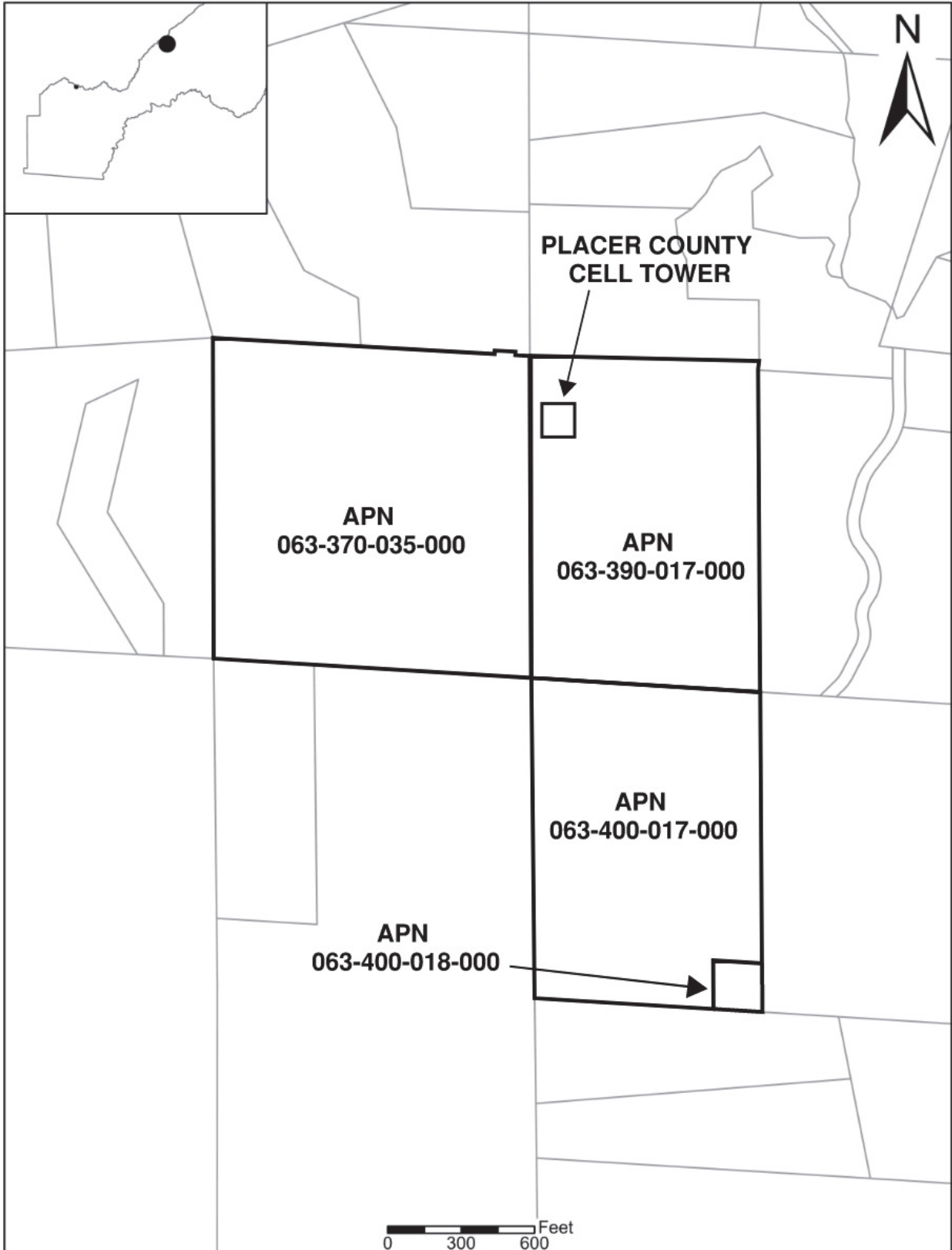
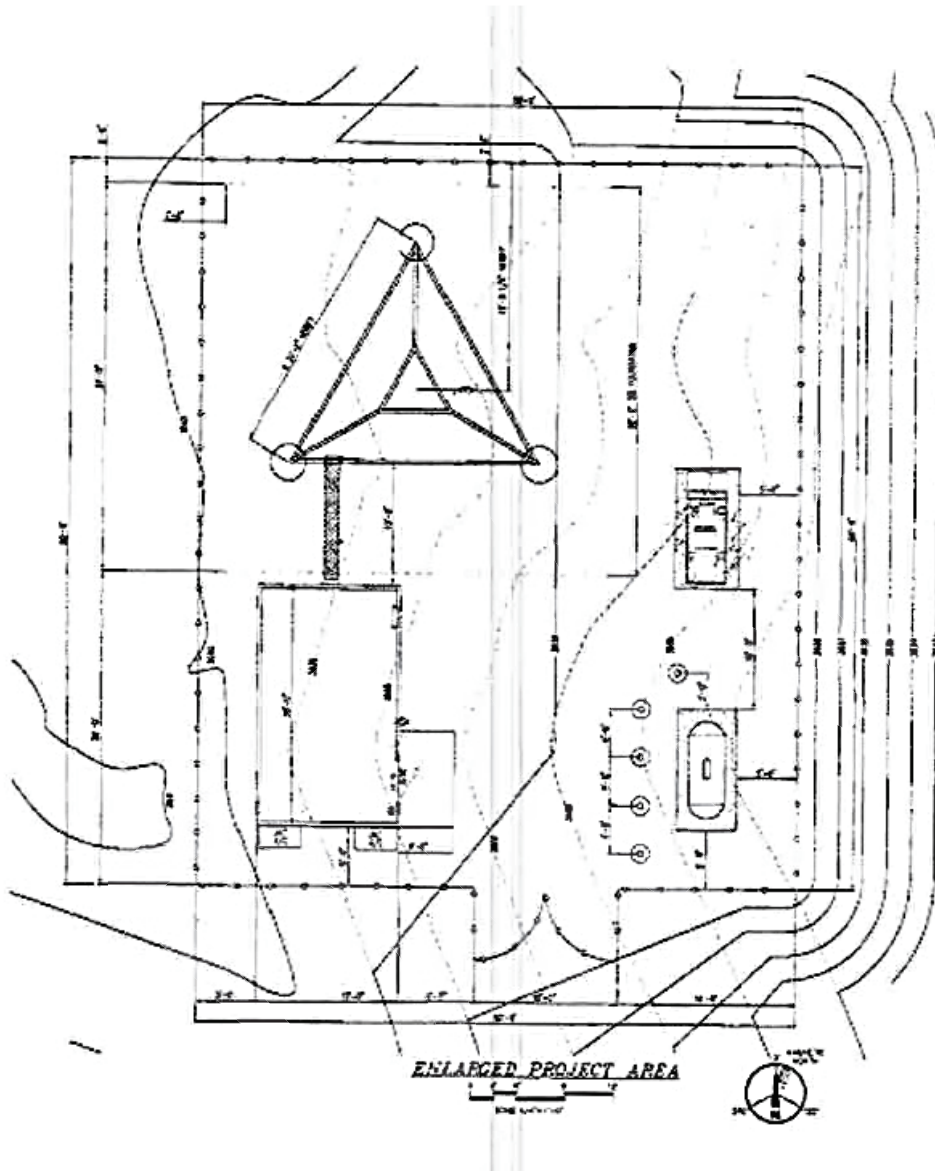


**EXHIBIT 1  
PROPERTY MAP**



## EXHIBIT 2 SITE PREMISES

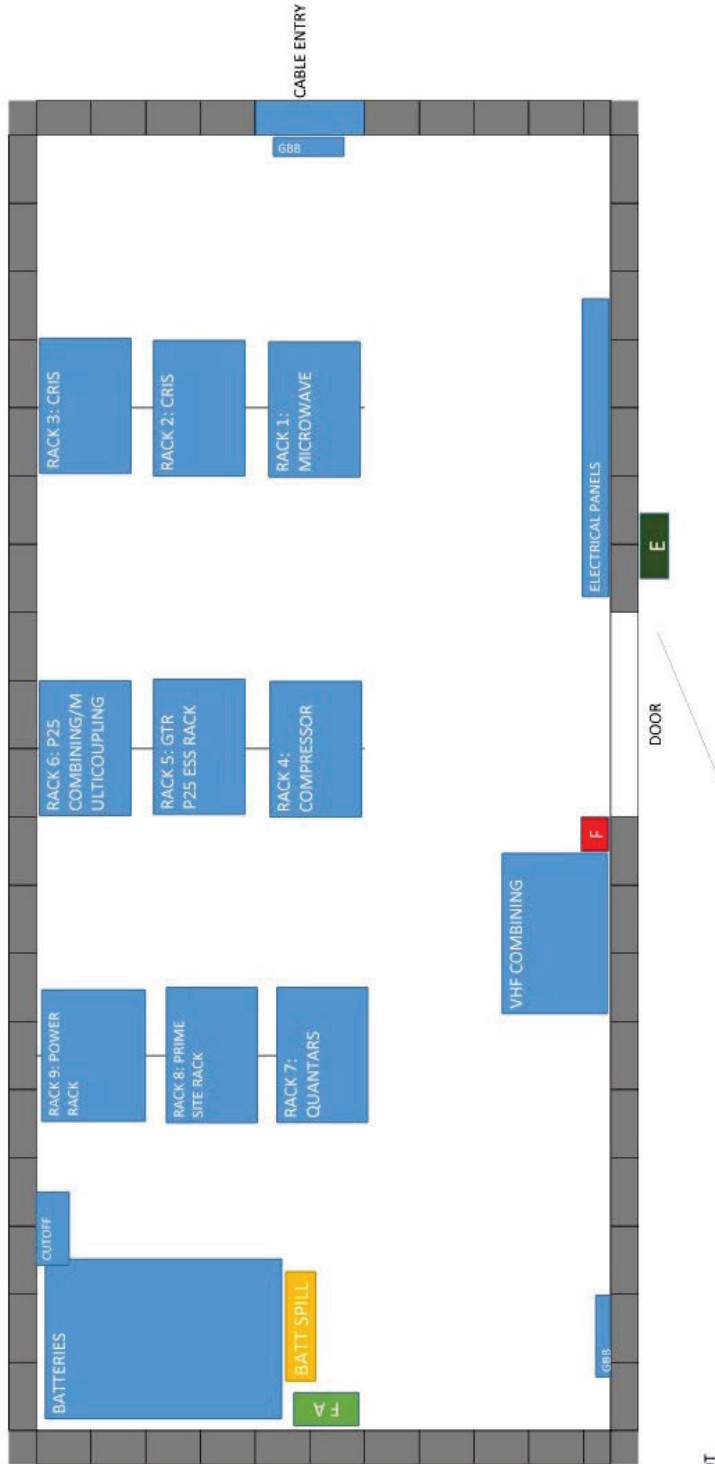


<b>SITE ADDRESS</b> 17300 E. CENTER AVE. SUITE 104 MILVINE, CALIFORNIA 95122 PHONE (415) 955-0100 FAX (415) 955-0100								
<b>Peak Site-Corn Inc.</b> 17300 E. CENTER AVE. SUITE 104 MILVINE, CALIFORNIA 95122 PHONE (415) 955-0100 FAX (415) 955-0100 WWW.PEAKSITE.COM								
THE ABOVE INFORMATION IS FOR INFORMATION ONLY IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE</td> <td style="width: 50%;">TIME</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	TIME						
DATE	TIME							
GOLD RUN ENLARGED SITE PLAN SHEET NO. <b>A-1.1</b>								



# EXHIBIT 4 GOLD RUN VAULT LAYOUT

COMM NVAD...  
GOLD RUN SITE



□ = 1/2 FOOT

180 FOOT TOWER AT SITE

F FIRE EXTINGUISHER

FA FIRST AID

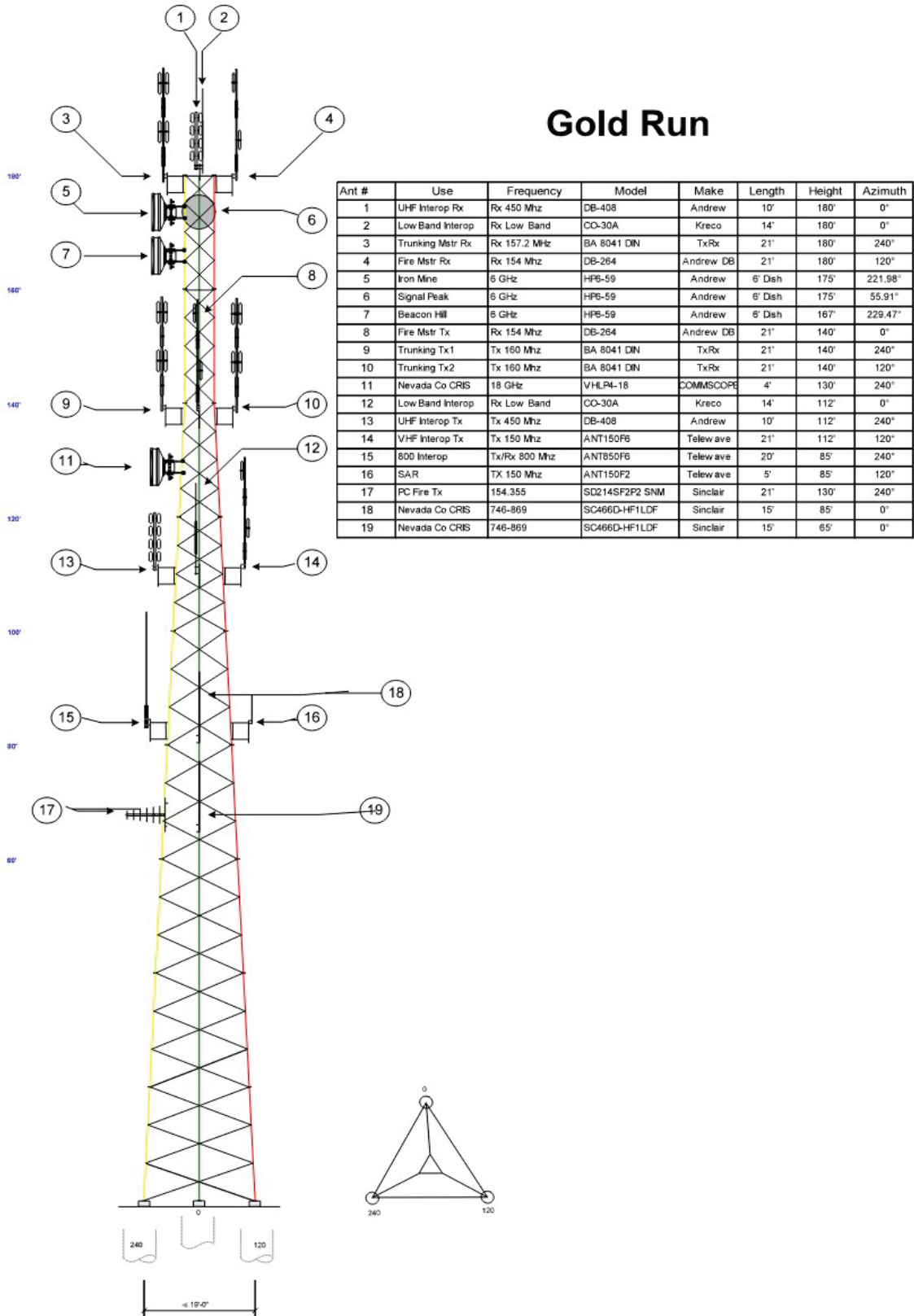
BATT SPILL BATTERY ACID SPILL KIT

E ELECTRICAL SHUTOFF

BATTERIES: 8X 100G17



## EXHIBIT 6 COUNTY OF NEVADA TOWER EQUIPMENT



COM  
NEV/

**EXHIBIT 7**  
**COUNTY OF NEVADA LETTER OF SELF-INSURANCE**



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: <http://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" with a stylized flourish 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](mailto:Brittni.inks@nevadacountyca.gov)

NEVADA COUNTY CLERK OF THE BOARD

**EXHIBIT 8  
LEASE AMENDMENT NO. 1  
COMMUNICATIONS SITE LEASE AGREEMENT**

**LEASE AMENDMENT**

**LEASE NO:** CAT-01-2022  
**ADMINISTERING AGENCY:** DEPARTMENT OF FACILITIES MANAGEMENT  
**DIVISION:** REAL ESTATE SERVICES  
**AMENDMENT NO:** 1

**AMENDMENT DESCRIPTION: THIS AMENDMENT AMENDS THE RENT (Section 5), LESSEES MAINTENANCE AND REPAIRS RESPONSIBILITY (Section 8), AND SUBLEASE LANGUAGE (Section 18).**

**WHEREAS,** Stewart P. Wells and Mary Ann Wells, Trustees of the Stewart and Mary Ann Wells Family Revocable Trust, (hereinafter "Lessor") own certain property commonly known as Placer County Assessor Parcel Numbers (APNs) 063-390-017-000, 063-400-018-000, 063-370-035-000, 063-400-017-000; and

**WHEREAS,** County of Placer (hereinafter "Lessee") and Lessor entered into a Communications Site Lease Agreement (hereinafter "Agreement") on March 29, 2012 to lease the tower and equipment vault on a portion of Lessor's property known as Gold Run Communications Site (hereinafter "Premises"); and

**WHEREAS,** Lessor desires to amend and add language in Section 5 of the Agreement adding additional rent for road maintenance and to amend Section 8 of the Agreement to clarify responsibility of Lessee for road maintenance; and

**WHEREAS,** Lessee desires to amend and add language in Section 18 of the Agreement which would allow Lessee to enter into a sublease or license agreements with Digital Path, Inc., a non-public entity.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by and between Lessee and Lessor to amend the Agreement as follows:

1. Section 5. "Rent" shall be amended to add the following paragraph:

Additional Rent. Lessee shall pay Lessor, as Additional Rent, the sum of Five Hundred and No/100 Dollars (\$500.00) annually for road maintenance, to be paid to Lessor by January 1<sup>st</sup> every year of the Term.

The existing paragraph of Section 5 is unchanged.

2. Section 8. "Lessee's Work, Maintenance and Repairs" shall be replaced with the following paragraph:

(a) Access road repair. Lessor owns the .73-mile-long dirt access road, which is a portion of Garrett Road in Gold Run leading to the Premises ("Access Road"). Lessee shall not be required to maintain the Access Road or make any repairs to the Access Road, except for damages to the road caused by Lessee, its

employees, agents, contractors, or subcontractors which go beyond normal wear and tear. Such repairs will be required to restore the Access Road to the state it was in immediately prior to damage caused by Lessee, its employees, agents, contractors, or subcontractors. Lessor will provide access to Lessee or Lessee's contractors or agents for Access Road repairs made pursuant to this provision.

- (b) Construction or installation. Any construction or installation work done at the Premises by Lessee shall be performed at Lessee's sole cost and expense, and in a good and workmanlike manner. Prior to any work, Lessee shall submit copies of a site plan and specifications to the Lessor for prior approval, which approval will not be unreasonably withheld, conditioned, or delayed. Lessor shall give such approval or provide Lessee with its requests for changes within five (5) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such five (5) business day period, Lessor shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans.
- (c) Maintenance and repair. Lessee shall maintain Lessee's Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. 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. Any such repairs will only be required to restore Premises to its prior condition and will be performed in a god and workmanlike manner.
- (d) Surrender of Premises. 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 conduits which have been installed by Lessee.

**l. Section 18. "Subleases" shall be amended to add the following paragraph:**

Lessee shall have the right to enter into sublease or license agreements with Digital Path, Inc. a non-public entity which provides cameras and communication equipment that may assist in detecting forest fires, provided that any proposed equipment under such agreement will not "overload" or exceed the structural capacity of the tower. All rents paid by Digital Path, Inc. will be paid directly to Lessee. Lessee will pay Lessor Additional Rent equal to fifty percent (50%) of rent paid by Digital Path, Inc., which additional rent will be paid annually by Lessee, in arrears. Lessee shall provide a copy of the fully executed sublease agreement to Lessor no later than five (5) business days from the commencement date of such sublease.


All other language in Section 18 is unchanged.


4. In all other respects not expressly addressed by this Lease Amendment No. 1, the Agreement remains in full force and effect.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**


IN WITNESS WHEREOF, the Parties have duly executed this Lease Amendment, effective on the date of the last signature below.

LESSOR: Stewart and Mary Ann Wells Family Revocable Trust


By:  Date: Nov 3, 2022  
stewart.wells (Nov 3, 2022 13:43 PDT)  
Stewart P. Wells  
Trustee of the Stewart and Mary Ann Wells Family Revocable Trust

By:  Date: Nov 3, 2022  
Mary Ann Wells (Nov 3, 2022 13:46 PDT)  
Mary Ann Wells  
Trustee of the Stewart and Mary Ann Wells Family Revocable Trust

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

By:  Date: Nov 7, 2022  
Steve Newsom (Nov 7, 2022 07:50 PST)  
Steve Newsom  
Director of Facilities Management

APPROVED AS TO FORM:

By:  Date: Nov 3, 2022  
Placer County Counsel's Office

Attachment:

Attachment 1: COMMUNICATIONS SITE LEASE AGREEMENT

## **ATTACHMENT 1**

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement") dated as of March 29, 2012, is made by and between The County of Placer ("Lessor") and Stewart P. Wells and Mary Ann Wells, Trustees of the Stewart and Mary Ann Wells Family Revocable Trust, created May 8, 1998 ("Lessor").

### **RECITALS**

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. LESSOR OWNS certain real property legally described in Exhibit "A" attached hereto and commonly known as Placer County Assessor's Parcel Numbers 063-390-017, 063-400-018, 063-370-035 and 063-400-017 ("Lessor's Real Property"). Lessee desires to lease a portion of Lessor's Real Property with any necessary easements over other portions of Lessor's Real Property and/or shared use of Lessor's easements over other real property necessary for Lessee's access and utilities to the leased area (altogether the "Premises"), as described on Exhibit "B" attached hereto. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises from a public roadway.

B. Lessee is a government entity that desires to construct and operate a wireless communications site at the Premises as part of its public safety communications network.

C. Lessor is willing to lease the Premises to Lessee for Lessee's proposed use subject to the terms and conditions of this Lease Agreement.

**WHEREFORE, the parties hereto agree as follows:**

1. **Grant of Lease.** Lessor hereby leases to Lessee the Premises for Lessee's proposed use, subject to the following terms and conditions.

2. **Permitted Uses.** The Premises may be used by Lessee for the operation of a wireless communications site. Under this Lease Agreement, Lessee may install, place, use and operate on the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines, fuel tank, fuel and facilities, supporting structures, storage facilities, and related equipment (collectively "Lessee's Facilities") as Lessee deems necessary for the operation of its wireless communications site at the Premises. Further, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee's Facilities as necessary and appropriate for its ongoing operations and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises.

3. **Conditions Precedent: Prior Approvals.** This Lease Agreement is conditioned upon Lessee obtaining all governmental licenses, permits and approvals enabling Lessee to construct and operate wireless communications facilities on the Premises. Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and

for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessee.

4. **Term.** The term of this Lease Agreement ("Term") shall be five (5) years commencing on the date Lessee begins construction of Lessor's Facilities on the Premises or six (6) months from the date of full execution of this Lease Agreement, whichever occurs first ("Commencement Date"). Lessee shall promptly deliver written notice to Lessor of the Commencement Date. Lessee shall have the right to extend the Term of this Lease Agreement for three (3) additional terms (each a "Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent shall be increased as set forth hereinbelow. This Lease Agreement shall automatically be extended for each successive three (3) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least thirty (30) days prior to the expiration of the first year Term or any Renewal Term.

5. **Rent.** Within fifteen (15) days of the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Seven Hundred Dollars (\$700.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22, **Notices and Deliveries.** If the Commencement Date of this Lease Agreement is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. Rent shall be adjusted on each yearly anniversary of the Commencement Date by an increase of four percent (4%) of the Rent paid during the previous year.

6. **Due Diligence Contingency and Pre-Commencement Date Access to Premises.** Upon payment of a one-time fee of Five Thousand Dollars (\$5000.00) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessor's Facilities. During any Due Diligence activities or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16, **Insurance.** Lessee will notify Lessor of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessor's contemplated use, then Lessee shall have the right to terminate this Lease Agreement prior to the Commencement Date by delivery of written notice thereof to Lessor as set forth in Section 13, **Termination.**

7. **Ongoing Access to Premises.** Throughout the Term and any Renewal Term of this Lease Agreement, Lessor shall have the right of access to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor's Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property.

8. Lessee's Work, Maintenance and Repairs. All of Lessee's construction and installation work at the Premises, including a newly constructed access road with gravel road base, shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall submit copies of the site plan and specifications to the Lessor for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes within five (5) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such five (5) business day period, Lessor shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans. Lessee shall maintain Lessee's Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. 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. 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 conditions which have been installed by Lessee.

9. Title to Lessee's Facilities. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease Agreement.

10. Utilities. Lessee shall have the right to install utilities at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of propane-fueled emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Real Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable instrument(s) evidencing this right. Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

11. Interference with Communications. Lessee's Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment which exist on Lessor's Real Property on the effective date of this Lease Agreement ("Pre-existing Communications"), and Lessee's Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Upon written notice from Lessor of apparent interference by Lessee with Pre-existing Communications, Lessee shall have the responsibility to promptly terminate such interference or demonstrate to Lessor with competent information that the apparent interference in fact is not caused by Lessee's Facilities or operations. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor's Real Property to, engage in any activities or operations which interfere with the communications operations of Lessee described in Section 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 said 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 the right to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon notice to Lessor. Lessor agrees to incorporate equivalent provisions regarding non-interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor's Real Property.

PAGE

12. **Taxes.** Lessee shall pay personal property taxes assessed against Lessor's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease Agreement.

13. **Termination.** This Lease Agreement may be terminated by Lessee effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessor's Due Diligence, or if a title report obtained by Lessor for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a 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; (ii) by Lessee if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (iii) by Lessee if Lessor is unable to occupy or use the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iv) by Lessee if Lessee determines that the Premises are not a prerequisite for its operations by economic, environmental or technological reasons, including, without limitation, signal strength or interference. Other than as stated herein, Lessor shall not have the right to terminate, revoke or cancel this Lease Agreement.

14. **Destruction of Premises.** If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property or the ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement as of the date of the damage or destruction by notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease Agreement shall cease as of the date of the damage or destruction.

15. **Condemnation.** If a condemning authority other than the Lessee takes all of Lessor's Real Property, or a portion which in Lessor's reasonable opinion is sufficient to render the Premises unsuitable for Lessor's ongoing operation of a wireless communications site, then this Lease Agreement shall terminate as of the date the possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as taking by a condemning authority.

16. **Insurance.** Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. Each party waives any

rights of recovery against the other for injury or loss due to hazards covered by their property insurance, and each party shall require such insurance policies to contain a waiver of recovery against the other.

17. **Assignments or Transfers.** Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor in said Lease Agreement, including the obligation to respect Lessee's rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. Lessee shall not assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld.

18. **Subleases.** Lessee shall have the right to sublease or otherwise allow any other government agency to occupy space on any antenna structure or equipment enclosure installed by Lessee at the Premises. Provided that any such Sublessee shall be bound by all the duties and obligations of this Lease Agreement and that Lessee shall be primarily liable to Lessor for such Sublessee's performance under this Lease Agreement and Lessor shall be paid by Lessee additional rent equal to fifty percent (50%) of such rent charged by Lessee. In any such sublease, Lessee shall be entitled to charge the subtenant fees in order to recover the expenses which Lessee advanced to develop Lessee's Facilities at the Premises, to provide utilities to the Premises, and to recover its costs incurred to effect such subletting and Lessee shall pay to Lessor, within fifteen (15) business days, fifty percent (50%) of the sublease rent received by Lessee. Lessee shall provide to Lessor a copy of each fully executed sublease no later than five (5) business days from the commencement date of such sublease.

19. **Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.**

(a) So long as Lessee is not in default under this Lease Agreement, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises.

(b) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any certificate of subordination that Lessor may request, provided that such certificate acknowledges that this Lease Agreement remains in full force and effect and recognizes Lessee's right to nondisturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement.

(c) At any time upon not less than ten (10) days prior written notice by Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor a statement in writing certifying that this Lease Agreement is in full force and effect and the status of any continuing defaults under this Lease Agreement.

20. **Indemnifications.**

(a) **Lessee's Indemnity.** Lessee hereby agrees to indemnify and hold Lessor and Lessor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors

harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee's use, operation, maintenance or repair of Lessee's Facilities at the Premises or access over Lessor's Real Property or Lessee's shared use of Lessee's easements for access to the Premises, except those resulting from the gross negligence or willful misconduct of Lessor or Lessor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(b) **Lessor's Indemnity.** Lessor hereby agrees to indemnify and hold Lessee and Lessee's officers, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee's use, operation, maintenance or repair of improvements on Lessee's Real Property or Lessor's shared use of easements for access to Lessor's Real Property, except those resulting from the gross negligence or willful misconduct of Lessor or Lessee's officers, employees, agents, contractors or subcontractors.

(c) **Survival of Indemnity Provisions.** The indemnity provisions of this section shall survive the expiration, cancellation or expiration of this Lease Agreement.

21. **Environmental Issues; Historic Preservation; Hazardous Materials.** Lessor represents that Lessor's Real Property is not subject to any environmental conditions, adverse impacts, or mitigation monitoring programs resulting from any prior environmental assessments conducted under the National Environmental Policy Act (NEPA) or the California Environmental Quality Act (CEQA) which could reasonably forbid, interfere with, or complicate Lessee's proposed use of the Premises. Further, Lessor represents that Lessor's Real Property has not been listed or been determined to be eligible for listing on the National Register of Historic Places, has not been identified or determined to be an historical landmark or located within an historic district or preservation district under applicable federal, state or local laws or regulations, and has not been identified as an archeological site nor as a location of any archeological artifacts or other similar resources by any prior survey or study. Further, Lessor represents that neither Lessor's Real Property nor the Premises have been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes as now or hereafter defined in the federal Solid Waste Disposal Act (SWDA; 42 U.S.C. § 6901 et. seq.) or other federal or state environmental statutes or regulations. 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 Lessor's Real Property or the Premises. Notwithstanding any other provision of this Lease Agreement, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease Agreement. Lessee shall not bring any hazardous materials onto the Premises except for those contained in its back-up power batteries (lead acid batteries) and common materials used in telecommunications operations, such as cleaning solvents. Lessee shall handle any hazardous materials it brings onto the Premises in accordance with all applicable federal, state and local laws and regulations. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. This paragraph shall survive termination of this Lease Agreement.

22. **Notices and Deliveries.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

**Lessor:** Stewart P. Wells and Mary Ann Wells, Trustees of the Stewart and Mary Ann Wells Family Revocable Trust, created May 8, 1998

Attn: Stewart Wells  
Address: P.O. Box 303 Gold Run, CA 95717  
Telephone: 530-389-8215 ext. 11  
Facsimile: 530-389-8570

**Lessor's Payee:** Stewart and Mary Ann Wells

**Lessee:** The County of Placer  
11459 F Avenue  
Auburn, CA 95603  
Attn: IT Manager  
Telephone: 530-889-7737  
Facsimile: 530-889-7742

**With a copy to:** The County of Placer  
175 Fairwiler Drive  
Auburn, CA 95603  
Attn: County Counsel  
Telephone: 530-889-4040  
Facsimile: 530-889-4069

Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

### 23. Miscellaneous.

(a) Severability. If any provision of the Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) Binding Effect. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Waivers. No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the

implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of California. The venue for any litigation shall be Placer County.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and court costs.

(f) **Survival.** Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(g) **Memorandum of Lease.** Lessor acknowledges that a Memorandum of Agreement substantially in the form annexed hereto as Exhibit C will be recorded by Lessee in the Official Records of Placer County.

(h) **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of Lease Agreement.** The parties acknowledge and agree that each of the parties have been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the dates set forth below and acknowledge that this Lease Agreement is effective as of the date first above written.

**LESSOR:**

Stewart F. Wells and Mary Ann Wells, Trustees of the Stewart and Mary Ann Wells Family Revocable Trust, created May 8, 1998

By:

  
(Signature)

Print Name: Stewart F. Wells

Date:

By:

  
(Signature)

Print Name: Mary Ann Wells

Date:

**LESSEE:**

The County of Placer

By:

  
(Signature)

Print Name: Brett Wood

Title: Purchasing Manager

Date: 3/29/12

**APPROVED AS TO FORM:**

By:

  
Robert Sandron

Name:

Title:

Deputy County Counsel

Date:

3/28/12

**EXHIBIT A**

**DESCRIPTION OF LESSOR'S REAL PROPERTY**

To the Lease Agreement dated \_\_\_\_\_, 2012, by and between Stewart F. Wells and Mary Ann Wells, Trustees of the Stewart and Mary Ann Wells Family Revocable Trust, created May 8, 1998, as Lessor and The County of Placer, as Lessee.

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

Assessor Parcel Numbers: 063-390-017, 063-370-035, 063-400-018 and 063-400-017

**EXHIBIT B**

**DESCRIPTION OF PREMISES**

To the Lease Agreement dated \_\_\_\_\_, 2012, by and between Stewart P. Wells and Mary Ann Wells, Trustees of the Stewart and Mary Ann Wells Family Revocable Trust, created May 8, 1998, as Lessor, and The County of Placer, as Lessee.

*The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennas, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, 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.*

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

The County of Placer  
11459 F Avenue  
Auburn, CA 95600  
Attn: IT Manager

This Memorandum of Agreement is entered into on this 27<sup>th</sup> day of March, 2012, by and between Stewart P. Wells and Mary Ann Wells, Trustees of the Stewart and Mary Ann Wells Family Revocable Trust, created May 8, 1998, with an office at PO Box 303, Gold Run, California 95717 (hereinafter referred to as "Lessor"), and The County of Placer, with an office at 11459 F Avenue, Auburn, California 95603 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the 27<sup>th</sup> day of March, 2012, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement shall be five (5) years commencing on the date Lessee begins construction of Lessee's Facilities on the Premises or six (6) months from the date of full execution of this Lease Agreement, whichever occurs first ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date, with three (3) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

LESSEE:

Stewart P. Wells and Mary Ann Wells, Trustees of the Stewart and Mary Ann Wells Family Revocable Trust, created May 8, 1998

The County of Placer

By: [Signature]

By: [Signature]

Name: Stewart P. Wells

Name: Brett Wood

Date: \_\_\_\_\_

Title: Purchasing Manager

By: [Signature]

Date: March 27, 2012

Name: Mary Ann Wells

Date: 3-15-12

STATE OF CALIFORNIA )  
 )  
COUNTY OF PLACER )

On March 29, 2012 before me, C. Burrows, personally  
appeared

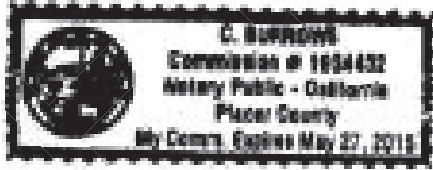
Brett M. Wood

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature C. Burrows



Name C. Burrows  
(typed or printed)

(Seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF PLACER )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally  
appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(typed or printed)

(Seal)

STATE OF CALIFORNIA )

COUNTY OF PLACER )

On 3.15.12 before me, Barbara A Kelly, Notary, personally appeared

Mary Ann Welch

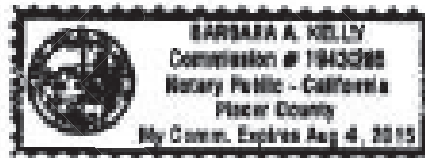
\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) she subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Barbara A Kelly

Name Barbara A Kelly  
(typed or printed)



(Seal)

STATE OF CALIFORNIA )

COUNTY OF PLACER )

On 3.15.12 before me, Barbara A Kelly, Notary, personally appeared

Stewart P. Welch

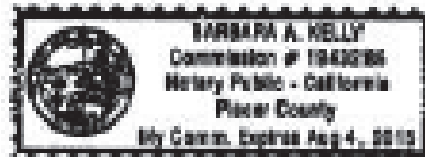
\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) he subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Barbara A Kelly

Name Barbara A Kelly  
(typed or printed)



(Seal)





**STIFF ADDRESS**  
P. O. BOX 1000  
TOWN OF...

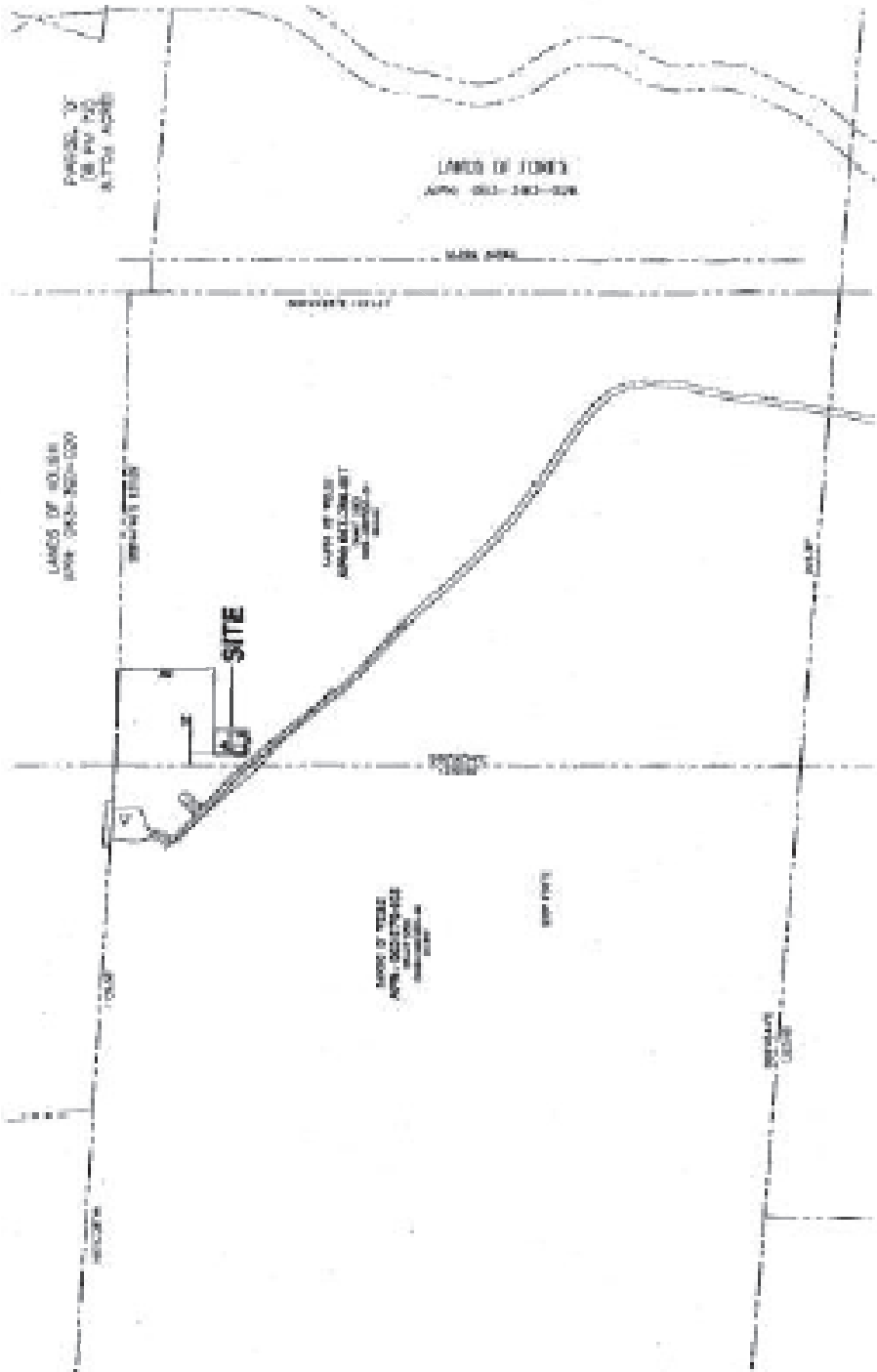
**Peels Site-Cross, Inc.**  
1000 Center St. 2nd Fl.  
TOWN OF...  
PEEL SITE-CROSS, INC.

**PROJECT NO.**  
1000-0000-0000-0000

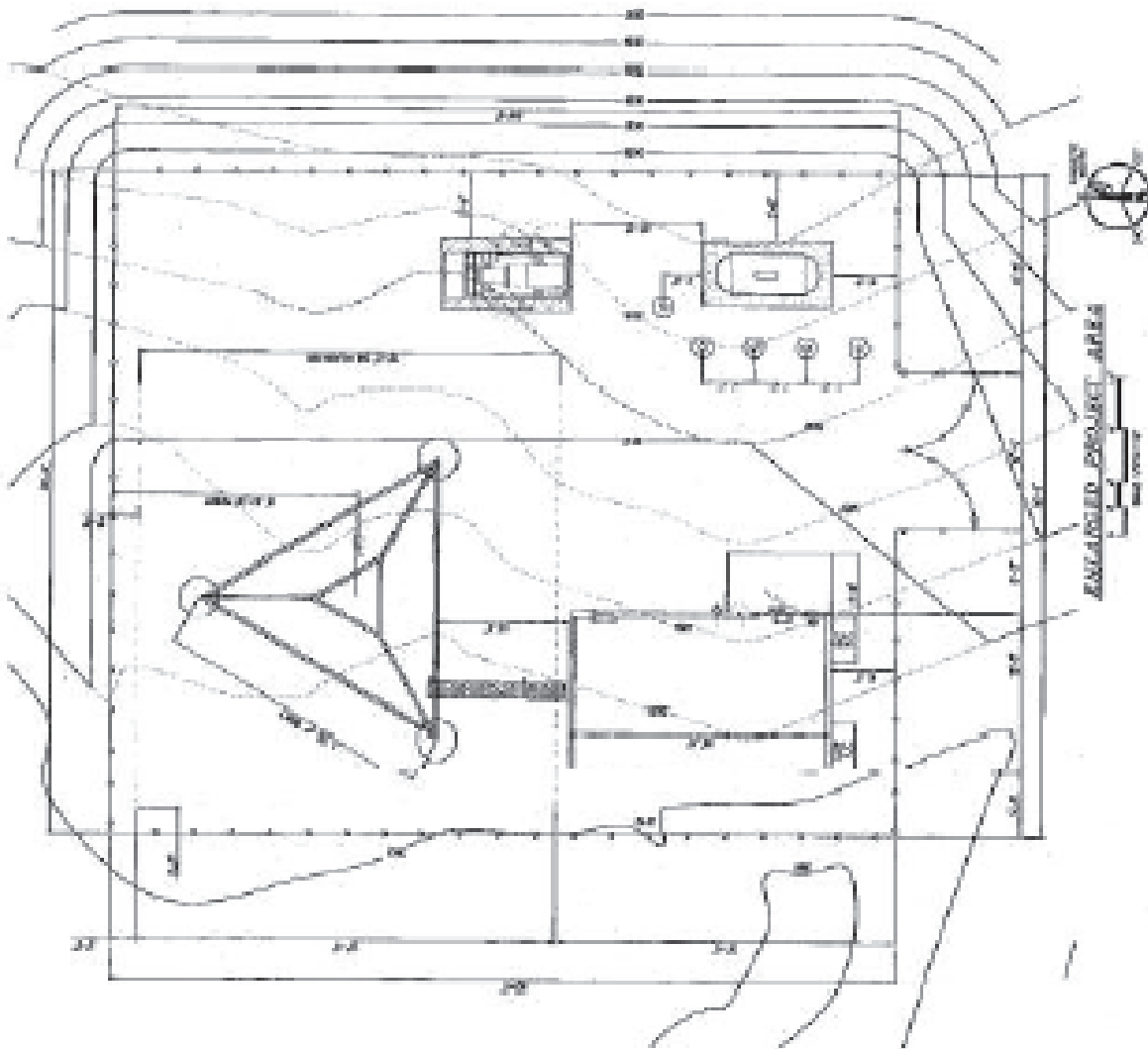
NO.	DATE	DESCRIPTION

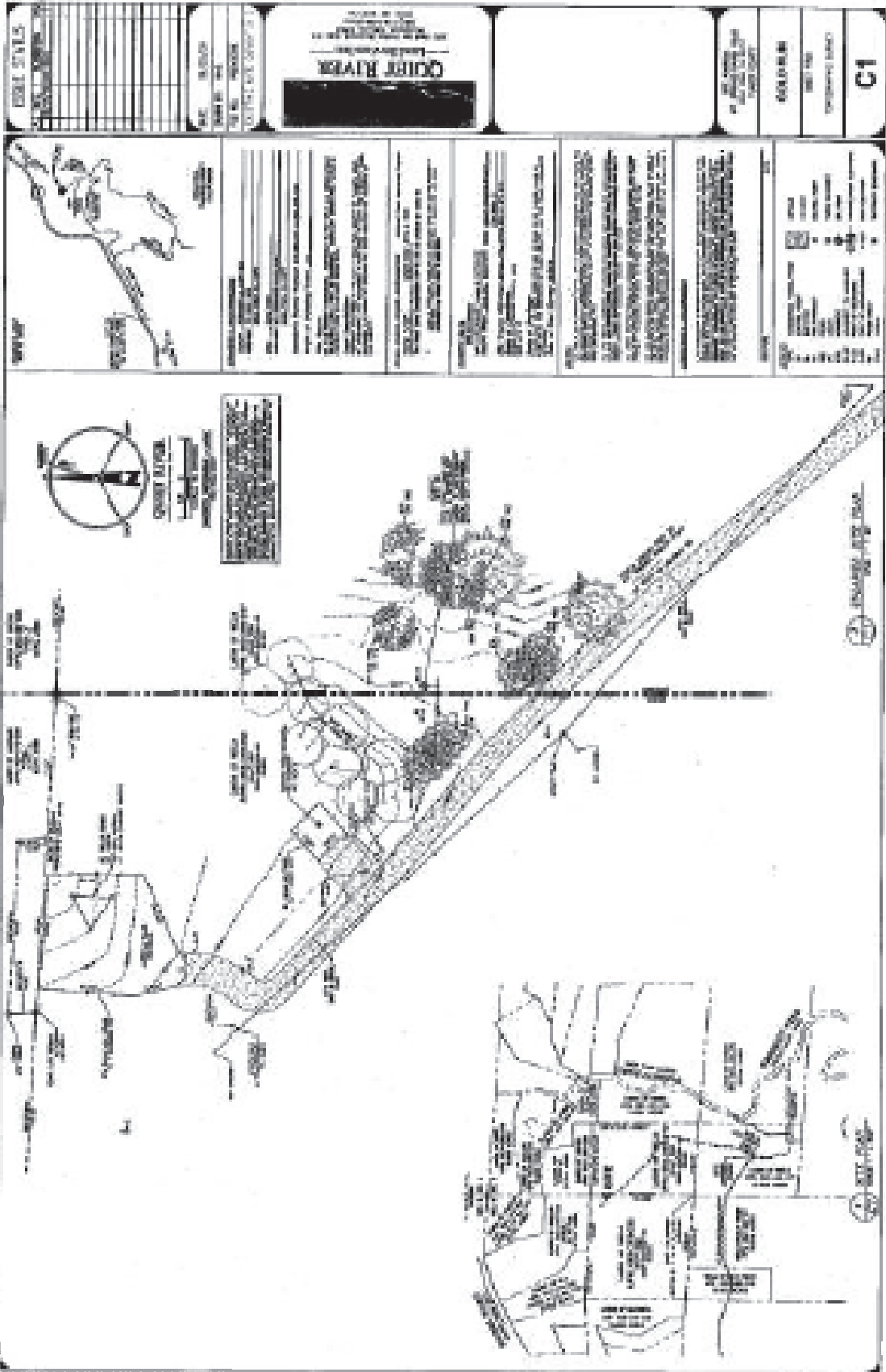
**PROJECT**  
COLD RUN

**GENERAL SITE PLAN**  
SCALE: AS SHOWN  
DATE: 10/1/00  
BY: J. A. ...  
CHECKED BY: ...  
APPROVED BY: ...

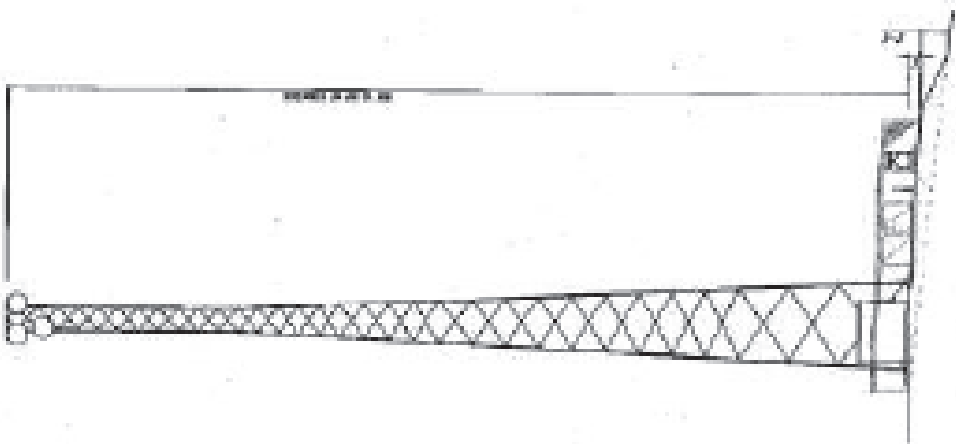
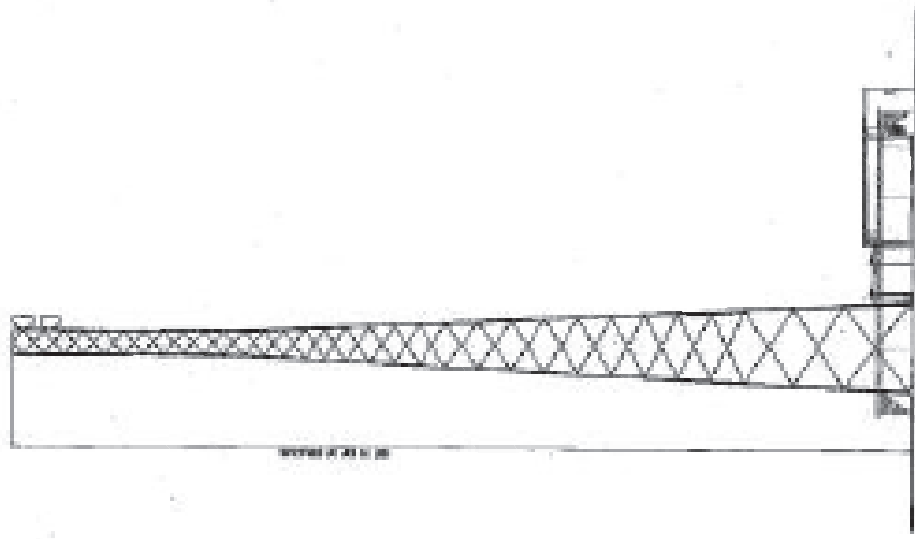


	<b>SITE ADDRESS</b> 1000 S. MAIN ST. LAS VEGAS, NV 89102	State Site-Cover Arch. 200 S. MAIN ST., 2ND FL. LAS VEGAS, NV 89102 (702) 462-1111	<b>COMMUNICATIONS</b>	<table border="1"> <tr> <td>PROJECT NO.</td> <td></td> </tr> <tr> <td>DATE</td> <td></td> </tr> <tr> <td>BY</td> <td></td> </tr> <tr> <td>SCALE</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">GOLD RUN</td> </tr> <tr> <td colspan="2" style="text-align: center;">ENLARGED SITE PLAN</td> </tr> <tr> <td>DATE</td> <td></td> </tr> <tr> <td>BY</td> <td></td> </tr> <tr> <td>SCALE</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">A-1.1</td> </tr> </table>	PROJECT NO.		DATE		BY		SCALE		GOLD RUN		ENLARGED SITE PLAN		DATE		BY		SCALE		A-1.1	
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	<b>SITE ADDRESS</b> <small>1000 N. W. 10th St          Las Vegas, NV 89101</small>	<b>Peak Site-Cam, Inc.</b> <small>1000 N. W. 10th St          Las Vegas, NV 89101          Phone: 702.735.1111          Fax: 702.735.1112</small>	<small>© 2005 Peak Site-Cam, Inc.</small>	<table border="1"> <tr> <td>DATE</td> <td>10/10/05</td> </tr> <tr> <td>TIME</td> <td>10:00 AM</td> </tr> <tr> <td>BY</td> <td>J. Smith</td> </tr> <tr> <td>FOR</td> <td>4-2</td> </tr> </table>	DATE	10/10/05	TIME	10:00 AM	BY	J. Smith	FOR	4-2
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TIME	10:00 AM											
BY	J. Smith											
FOR	4-2											
<b>GOLD RUN</b> <b>ELEVATION-DETAIL</b>												



DRAFT