



RESOLUTION No. 25-361

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING A MULTI-YEAR SITE LICENSE AGREEMENT WITH EIP HOLDINGS II, LLC FOR PUBLIC SAFETY RADIO TOWER COMMUNICATION SPACE AT APN 015-110-037-000 IN CISCO GROVE, CALIFORNIA, WITH A TERM OF FIVE (5) YEARS, WITH OPTIONAL AUTOMATIC RENEWAL FOR FOUR (4) ADDITIONAL TERMS OF FIVE (5) YEAR EACH, COMMENCING ON JULY 1, 2025

WHEREAS, one of the responsibilities of the Nevada County Sheriff's Office is to provide Regional Dispatch Services for the County; and

WHEREAS, operators at the Regional Dispatch Center communicate with patrol officers via radio; and

WHEREAS, due to the rough terrain in the County, radio communication equipment is housed throughout the County and surrounding areas to provide optimal radio signal coverage; and

WHEREAS, the Sheriff's Office wishes to enter into a site license agreement for radio tower antenna space with EIP Holding II, LLC at APN 015-110-037-000 in Cisco Grove, California for the same purpose; and

WHEREAS, EIP Holdings II, LLC, is offering a site license agreement to provide radio tower space for a period of up to 25 years, for the period beginning July 1, 2025. The first-year rent is \$475 per month payable to EIP Holdings II, LLC in advance on the first of each month. The payments will increase on a basis by two percent per year. All increases shall be on the anniversary of this license agreement; and

WHEREAS, a one-time fee of \$850.00 to be paid to EIP Holdings II, LLC is included in the agreement for a mount analysis in connection with the antennae dish equipment to be mounted on the tower.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors, on behalf of the County of Nevada approves the Site License Agreement with EIP Holdings II, LLC. to provide public safety radio tower space at APN 015-110-037-000 in Cisco Grove, California, in the maximum initial annual amount of \$5,700, for the period of commencing July 1, 2025, thereafter increasing at 2% per annum with a one-time payment of \$850 for an equipment mount analysis and authorizes the Nevada County Sheriff or her designee to execute the Agreement.

Funding from 0101 20205 152 1000 521800

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of July 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: _____

Saurana Cecchi

Heidi Hall
Heidi Hall, Chair

Tower Site: US948577 (Signal Peak Tower)
Lease ID: US948577-NCS-00 (APP-006376)

SITE LICENSE AGREEMENT

This Site License Agreement ("Agreement") is entered into as of _____ (the "Effective Date") by and between **EIP Holdings II, LLC**, a Delaware limited liability company, with a principal address of Two Allegheny Center, Nova Tower 2, Suite 1002, Pittsburgh, PA 15212 ("Licensor") and the Nevada County Sheriff's Office, a local government entity, with a principal address of 950 Maidu Avenue, Nevada City, CA 95959 ("Licensee").

WHEREAS, Licensor possesses a leasehold interest in a portion of land including related access and utility easements ("Land"), communications tower ("Tower"), and related improvements at the property located on a portion of the parent tract located in Nevada County, California known as Parcel No. 15-110-037-000 (the "Property"), as further described in Exhibit "A", for the purpose of leasing space to wireless communications service providers. The Land, Tower, and related improvements are referred to in this Agreement as the "Tower Site".

WHEREAS, Licensee desires to use those portions of Licensor's Tower Site, pursuant to the terms of this Agreement, for the purpose of operating a communications facility and uses incidental thereto.

NOW THEREFORE, in consideration of the mutual promises herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Scope of Use. Licensor hereby grants to Licensee the right to use the following portions of the Tower Site, as more particularly described in Exhibit "B" attached hereto:

- (a) Licensee does not require the use of exclusive ground space or non-exclusive ground space at this time ("Ground Space");
- (b) Exclusive space on the Tower as identified on Exhibit B and Exhibit C, for the installation of Licensee's antennas and related equipment ("Antenna Space");
- (c) Non-Exclusive access to mutually agreed space on the Land to install and connect utility lines to the power and telephone sources at the Tower Site;
- (d) Those certain areas between the Ground Space and Antenna Space for Licensee's conduits, wires, cables, and other necessary connections (the "Connection Space");

to install, maintain and operate its equipment as specifically described in Exhibit "C" attached hereto and incorporated herein ("Equipment"). The areas defined in Subparagraphs (a) – (d) above are collectively referred to as the "Licensed Premises". Licensee shall have the right to alter, replace and upgrade its Equipment in the Licensed Premises at any time during the term of this Agreement, upon the prior written approval of the Licensor. Licensee shall use the Licensed Premises as set forth herein and not in a manner which will cause a legal nuisance to the occupancy of Licensor's other licensees or the Master Lessor, as defined herein.

2. Term and Renewal Term. The "Initial Term" of this Agreement is for five (5) years commencing the earlier of: (i) the first day of the first calendar month immediately following Licensor's issuance of a notice to proceed to Licensee for installation of the Equipment referenced herein; or (ii) July 1, 2025 ("Commencement Date") and this Agreement shall automatically renew for four (4) additional terms of five (5) years each (individually and collectively "Renewal Term"), without further action on the part of Licensor or Licensee, provided that Licensee is not in default under the terms of this Agreement at the time of Licensee's exercise of the right to extend or as of the effective date of the Renewal Term, unless Licensee gives written notice to Licensor at least one hundred eighty (180) days prior to the expiration of the then current Term or Renewal Term of its intent not to renew the Term of this Agreement. As used herein, the phrase "Term" of this Agreement includes the Initial Term and any exercised Renewal Term.

3. Rent. (a) Upon the Commencement Date, Licensee shall pay to Licensor a monthly rent ("Rent") equal to Four Hundred Seventy-Five and 00/100 Dollars (\$475.00) payable each month in advance on the first day to Licensor at the payment address indicated in paragraph 14 herein with a late charge of ten percent (10%) for payments made after the 15th of the month. On each anniversary of the Commencement Date, the then current Rent shall be increased by two percent (2%). Subsequent to the Term, holdover rent shall annually be one hundred twenty-five percent (125%) of then current Rent.

(b) Licensee shall pay Licensor within thirty (30) days of the Commencement Date a one-time fee of Eight Hundred Fifty and 00/100 Dollars (\$850.00) for a mount analysis in connection with Licensee's Equipment installation contemplated in this Agreement.

4. Condition of Licensed Premises. The Licensed Premises shall be provided in "AS IS" condition by Licensor. Licensor shall have no obligation to maintain, insure or safeguard Licensee's Equipment.

5. Permitted Use, Installation and Access. The Licensed Premises may be used by Licensee for wireless communication purposes and uses incidental thereto. Licensee must obtain all local, state and federal approvals to operate, modify or replace the Equipment. Licensor reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the approved installation plan or current Equipment list. Equipment installation, modification or removal plans shall be submitted to Licensor for written approval pursuant to Exhibit "C" herein.

6. Utilities. In the event Licensee's utilities are not separately metered, Licensee shall pay to Licensor, simultaneously with the monthly Rent payment, a monthly fee of \$ N/A. Licensee shall have no claims whatsoever against Licensor for damages regarding any interruption in electrical service. Upon five (5) days' notice, Licensee shall cooperate in shutting down (and Licensor may shut down) the electrical service to the Tower Site or Equipment for necessary maintenance in connection with the Tower Site. Emergency situations, in Licensor's discretion, shall not require notice.

7. Taxes. Licensee shall pay all personal property taxes assessed against Licensee's personal property or Equipment and any *pro rata* increase in real property taxes levied against the Property or the Tower Site.

8. Interference. Licensee's Equipment, including subsequent modifications thereto, shall not interfere, in any manner, with the Tower Site or any other users of the Tower Site. In the event of interference, Licensee shall immediately suspend its operations (except for intermittent testing) and promptly remedy such interference, at Licensee's sole expense, and Licensee shall not be released from its obligation to pay Rent during such period. If said interference cannot be remedied by Licensee within thirty (30) days after notice, Licensor may terminate this Agreement upon written notice to Licensee. Licensee hereby acknowledges that Licensor may have leased or licensed, and will continue to lease or license, space at and upon the Tower Site to third parties and Licensee accepts this Agreement with this knowledge and, waives any and all claims against Licensor resulting from or attributable to interference caused by present or future equipment at the Tower Site. Licensor shall not be liable in any manner for indirect, consequential or special damages.

9. Removal of Licensee's Equipment. At the expiration or earlier termination of this Agreement, Licensee shall remove all Equipment within thirty (30) days of such date without interference, damage, or disruption to any other equipment, structures or operations of Licensor or other users of the Tower Site.

10. Indemnification. Licensee shall indemnify and hold Licensor harmless from all reasonable damages or costs incurred by Licensor, or other users of the Tower Site, resulting from the acts of Licensee or anyone acting for or on behalf of Licensee. Licensor shall indemnify and hold Licensee harmless from all reasonable damages or costs incurred by Licensee, or other users of the Tower Site, resulting from the acts of Licensor or anyone acting for or on behalf of Licensor.

11. Damage or Destruction. Licensor shall not be liable for loss of use, other damages or claims arising from loss, destruction or damage to the Tower Site, Licensed Premises or the Equipment caused by any casualty, acts of God or acts of third parties.

12. Condemnation. This Agreement shall terminate as of the date title to the Licensed Premises vests in a condemning authority.

13. Insurance and Subrogation. During the Term of this Agreement, Licensee at its sole cost and expense, shall procure and maintain in full force and effect (i) comprehensive general liability insurance coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury, insuring against liability arising out of Licensee's use of the Licensed Premises including property damage to the Tower Site; (ii) Property Damage Insurance covering the replacement cost of Licensor's equipment on the Licensed Premises; and (iii) workers' compensation and employer's liability insurance as required by law. Such policy or policies of insurance shall name Licensor as an additional insured and provide for at least thirty (30) days prior written notice of cancellation. During the Term, Licensee shall furnish to Licensor certificates of insurance confirming that the herein specified coverage is in full force and effect.

14. Notices. All written communication shall be delivered to the following addresses for Licensor and Licensee or such address as may be designated in writing by either party:

If to Licensor: All written communication should be sent to:

EIP Holdings II, LLC
Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212
Attention: Legal Department / US948577 (Signal Peak Tower)

If to Licensee: Nevada County Sheriff's Office
950 Maidu Avenue
Nevada City, CA 95959
Attn: Sheriff's Finance Unit
SheriffFinance@nevadacountyca.gov

15. Quiet Enjoyment and Authority. Licensee shall enjoy quiet enjoyment of the Tower Site so long as Licensee is not in default under the terms of this Agreement.

16. Default. Any one or more of the following events shall constitute a Licensee default ("Default") under this Agreement: (i) failure to pay monetary amounts due within fifteen (15) business days of the due date thereof; (ii) failure to observe or perform any non-monetary obligations, including failure to comply with local, state or federal regulations, and failure to cure non-monetary breaches or commence to cure same where a longer time is required, within thirty (30) days from receipt of written notice of such breach; (iii) bankruptcy, insolvency or reorganization; or (iv) making of an assignment or any other arrangement for the general benefit of creditors under any state statute. From and after the termination of this Agreement, Licensor may (but shall be under no obligation to) re-lease or license the Licensed Premises, or any part thereof, in Licensor's sole discretion and such re-licensing shall not relieve Licensee's obligations or liabilities hereunder.

17. Assignment. Licensee may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of Licensor.

18. Master Lease. Licensee hereby acknowledges that Licensor and the owner or prime lessee of the Land ("Master Lessor") have entered into a lease or sublease ("Master Lease") (such Master Lease to include any prime lease if Master Lessor is the prime lessee rather than owner of the Land), from which Licensor's rights to the Property derive. This Agreement shall be subject and subordinate to the Master Lease, and to any matters to which the Master Lease is subject and subordinate, including the installation and modification of the Equipment. Nothing contained in this Agreement shall be construed to provide to Licensee any rights greater

than those which Licensor is entitled to provide pursuant to the Master Lease, or to create privity of estate or of contract between Licensee and Master Lessor. Licensor shall use good faith efforts to fulfill its obligations under the Master Lease. If for any reason the term of the Master Lease terminates prior to the expiration of the Initial Term and/or any Renewal Term(s), this Agreement shall thereupon terminate and Licensor shall not be liable to Licensee by reason thereof. Licensor shall provide a redacted copy of the Master Lease to Licensee to be kept on file with Licensee and not attached hereto.

19. Environmental Laws. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, judgments, demands, penalties, fines, losses or expenses incurred by Licensor or other users of the Tower Site, during or after the Term, resulting from any substance that Licensee, its agents, employees or contractors cause or permit to be brought upon or released in or about the Property.

19. Relocation Rights. If determined necessary by Licensor to relocate the tower and subject to the receipt of necessary governmental approvals, Licensor may cause Licensee to relocate its Equipment, or any part thereof, to an alternate tower location ("Relocation Site") in close proximity to the Tower Site; provided such relocation will: (i) be at Licensor's expense; (ii) be performed exclusively by Licensee or its agents; and (iii) not unreasonably interrupt the communications service provided by Licensee at the Tower Site. In no event will such relocation modify any of the terms and conditions of this Agreement.

20. Miscellaneous. (a) In the event of litigation in connection with this Agreement, each party shall be entitled to recover its reasonable attorneys' fees and court costs for issues wherein a party is the prevailing party, as determined and allocated by the court as part of the judgment.

(b) Each party agrees to furnish to the other, within twenty (20) days after written request, such truthful estoppel information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes and nullifies all offers, negotiations and other agreements, leases or licenses.

(d) Any amendments to this Agreement must be in writing and executed by both parties.

(e) This Agreement does not create a partnership, joint venture or agency between the parties.

(f) This Agreement shall be interpreted under the laws of the state in which the Property is located.

(g) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(h) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(i) This Agreement is effective only upon the full execution by the parties hereto.

Exhibits to this Agreement

Exhibit A: Description of the Property

Exhibit B: Description of Tower Site and Licensed Premises

Exhibit C: Equipment

[Signatures to follow on next page]

NOW THEREFORE, intending to be legally bound hereby, Licensors and Licensees execute this Agreement with the effective date being the date of the final signature herein ("Effective Date").

LICENSOR:

EIP Holdings II, LLC,
a Delaware limited liability company

By: _____
Name: John P. Lemmon
Title: EVP and General Counsel
Date: _____

LICENSEE:

Nevada County Sheriff's Office,
a local government entity

By: _____
Name: Shannan Moon
Title: Sheriff-Coroner-Public Administrator
Date: _____

EXHIBIT A

Description of the Property

SEE PROPERTY DESCRIPTION BELOW

In Nevada County, California

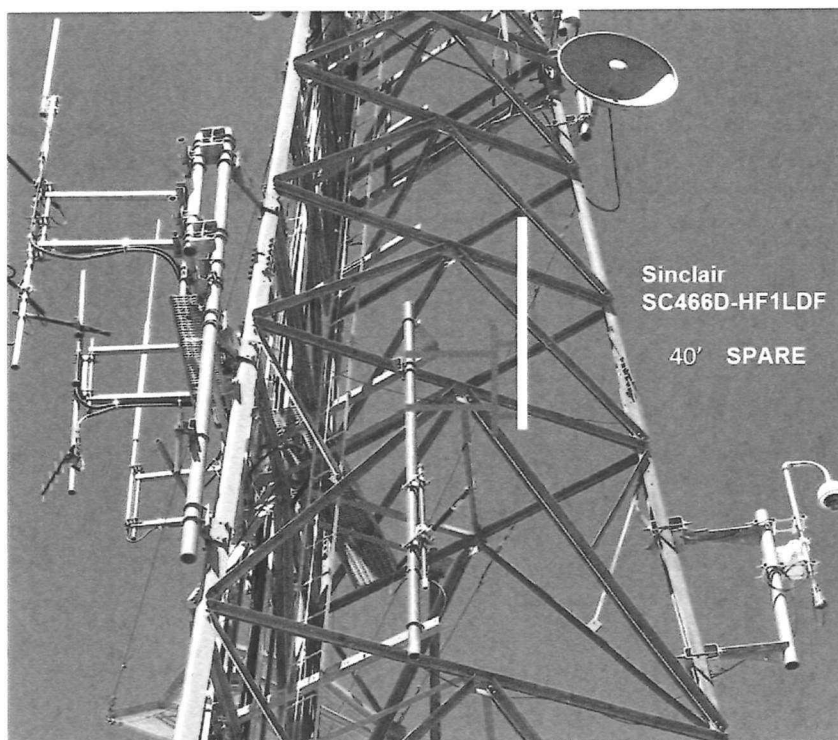
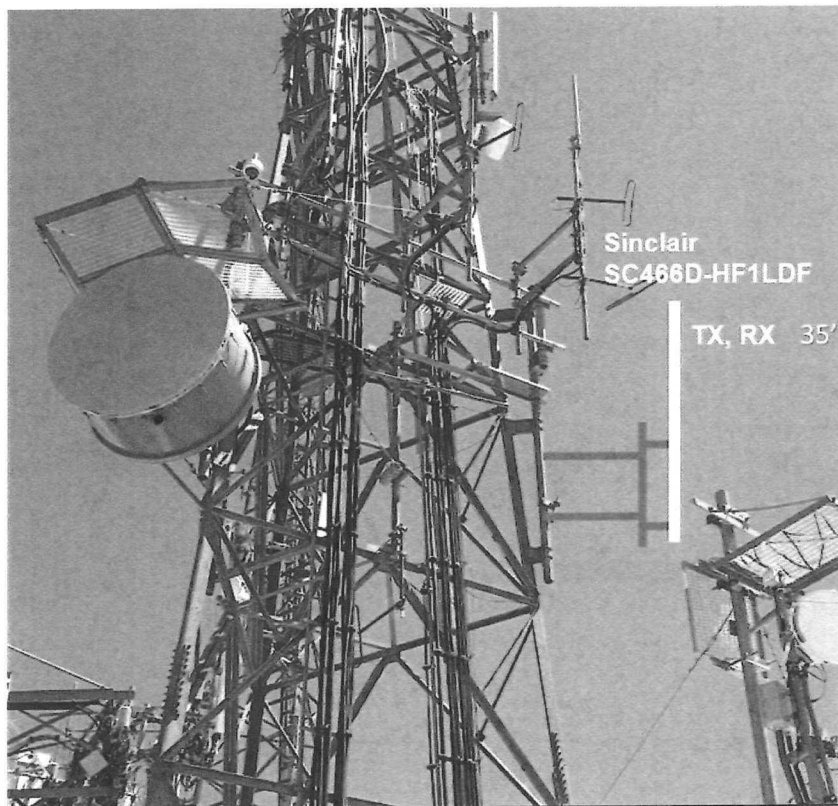
Parcel/Tax Number: 15-110-037-000

Legal Description:

All that area being shown as Lot 1, containing 10.00 acres more or less, as shown on the survey entitled Parcel Map 88-58 for Sierra Pacific Ind., completed by Kenneth E. Baker, License No. 3959, dated November 1988 and recorded August 23, 1989, in Map Book 17 page 227 as Instrument no. 89-24112 in Nevada County, California.

EXHIBIT B

Description of Tower Site and Licensed Premises



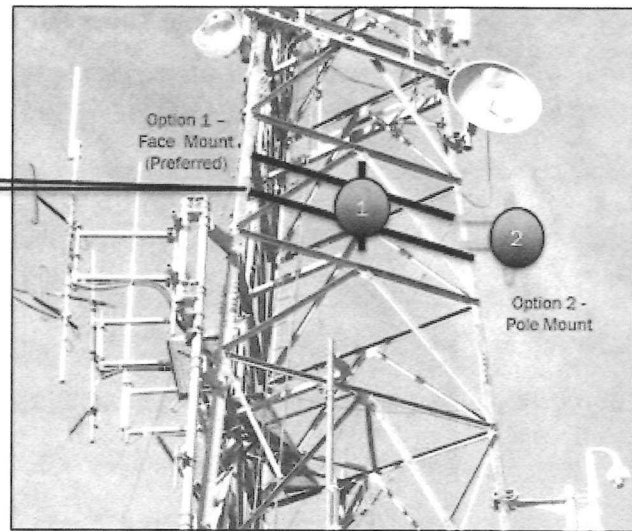
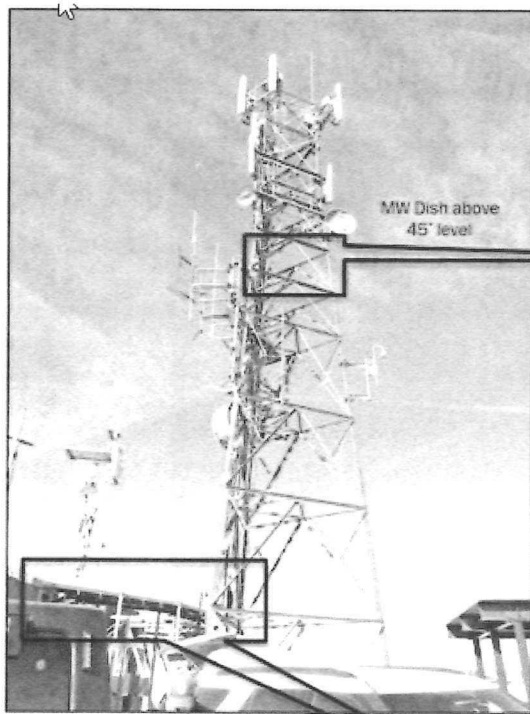


EXHIBIT C

Equipment

ATTACHED HERETO:

Collocation Application dated May 8, 2025

Equipment Installation, Maintenance and Modification

- (1) Licensee shall be responsible for repairing any damage to the Property or Tower Site caused during installation, maintenance or modification of its Equipment ("Damage"). Licensee shall have three (3) business days to respond to any notice from Licensor of such Damage. After said time period, Licensor may perform any necessary repairs at Licensee's cost. All repair and refurbishment expenses shall be due from Licensee within thirty (30) days of invoice. Notwithstanding the above, in the event any Damage poses an immediate threat to the security or safety of the Property or Tower Site, in Licensor's discretion, Licensor may remedy such Damage without notice to Licensee.
- (2) Licensor shall have the right to approve any modifications, additions or changes to the Equipment listed on this Exhibit C or increased use of the Licensed Premises or Tower Site. Such modification, alteration or expansion shall require the written approval of Licensor, including an amendment to this Agreement and possible increase in Rent.



Application Date: 5/8/2025		Application Type (check one): <input checked="" type="checkbox"/> New Install <input type="checkbox"/> Amendment <input type="checkbox"/> Renewal	
General Information:			
<ul style="list-style-type: none"> • Submit Application via EMAIL to the assigned Everest Project Manager or michael.culbert@everestinfrastructure.com • Everest shall initiate ALL tower structural analyses at applicant's cost; applicant will be responsible for rooftop analyses* <p>*See tab 4 for Everest approved rooftop structural vendors - no other vendor may be used without Everest pre-approval</p>			
Applicable Fee(s):			
<ul style="list-style-type: none"> • Upon Everest's approval of the application and mount analysis (supplied by applicant from a vendor of its' choosing), any fee(s) associated with the application will be requested via a fee request letter. Payee and options for fee submission to be provided in fee request letter (Check or ACH required). • The above-referenced fee(s) will be inclusive of the first tower structural analysis, engineering and administration • Additional Fees on a site by site basis may also apply (i.e., structural reruns, modification designs, etc.) 			
Note: Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response			
Site Information:			
Everest Site ID:	US948577	Customer Site ID:	
Everest Site Name:	Signal Peak Tower	Customer Site Name:	
Site Type (Choose One):	SST	Customer Project Name:	
MDG Code (VZW):			
Site Address (Street):	Fordyce Lake Road	Latitude (D-M-S):	39-20-19
Site Address (City, State, ZIP):	Signal Peak, CA 95728	Longitude (D-M-S):	-120-32-9.35
Applicant Contact Information:			
Company Name:	Nevada County	Primary Contact:	Captain Bob Jakobs
Company Address (Street):	950 Maidu Avenue	Phone:	530-205-5288 @
Company Address (City, State, ZIP):	Nevada City, CA 95959	Email:	robert.jakobs@nevadacountyca.gov
Is DocuSign/Electronic Signature Accepted (Choose One): Yes			
Tenant Name/Entity Information:			
Tenant Name:	Same	State Incorporated In:	
Tenant Legal Entity Name:		Notice Address (Street):	
Entity Type (LLC, Corp, etc.):	Government	Notice Address (City, State, ZIP):	
Tenant Contact Information:			
Department	Name	Phone	Email
Real Estate:	Same as above		
Construction:	Same as above		
24/7 Contact (NOC):	Same as above		

Note: Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response

Ground Space Requirements and Description:	
Equipment Enclosure Type (Choose One):	
Generator (Proposed or Existing):	
Generator Type (Choose One):	
Generator Fuel Capacity (gallons):	
Generator Capacity in kW:	

	Existing			Proposed (Only if different from Existing or New)		
	Length (ft)	Width (ft)	Total S/F	Length (ft)	Width (ft)	Total S/F
Equipment Area:			-			-
Generator Area (if separate):			-			-
Fuel Tank Area (if separate):			-			-
Total Leased Area:			-			-

Ground space notes (if any) or mark N/A:	Tenant will be using space within the County of Placer's vault
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Power Requirements and Transport:

Power Location:	Required Voltage:
Power Source:	Required Amperage:

Power Notes (if any) or mark N/A:	Tenant to use County of Placer's power
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Transport:	Note: for any formerly owned Frontier locations, Frontier has an exclusivity clause regarding fiber/telco/transport ("Service"); whereby the Tenant is required to obtain Service directly from Frontier or provide evidence to Everest that Frontier has waived rights to bring Service to the location.
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Transport Notes (if any) or mark N/A:	
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Frequencies for proposed project (REQUIRED) - application will not be processed without providing the below:

Call Sign	Class of Station	Emission Designator	Transmit Frequency	Transmitter Output Power (watts)	Transmit ERP (dBm)	Receive Frequency
TBD			769.40625	100		799.40625
TBD			770.65625	100		800.65625
TBD			773.30625	100		803.30625
TBD			773.59375	100		803.59375
TBD			774.08125	100		804.08125
TBD			774.34375	100		804.34375
TBD			18 GHz	20		18 GHz



Note: Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response

TOWER EQUIPMENT (LIST ALL TOWER EQUIPMENT FROM HIGHEST TO LOWEST) - List ALL equipment components installed on the tower or ground space area, including mounting apparatus, ice bridges, etc.

Final Equipment Summary		Final Cable Summary	
Quantity	Equipment	Quantity	Equipment
0	Ant. Panel	2	Coax
1	Ant. MWave	0	DC
2	Ant. Omni	0	Elliptical WG
0	Ant. Dipole	0	Ethernet
0	Ant. Yagi	0	Fiber
0	Radio CDD	0	Helix
0	TMA	2	Hybrid
0	QVP Surge	0	Immerduct
0	Diplexer	0	Power
0	Ant. Other	0	RF
0	Ice Shield	0	Other
0	Mount Platform	0	Other
0	Mount Sector	4	Total
0	Mount Other		
3	Total		

NOTE: THESE TABLES AUTOMATICALLY POPULATE BASED ON CRITERIA NOTED BELOW

Reserved Equipment shall not be included in the Tower Structural Analysis nor Mount Analysis procured by Everest unless specifically requested by the Tenant or Applicant

Equipment			Equipment Status				Equipment Dimensions and CL						Orientation		Coax / Waveguide / Cable Information						
Component Type	Manufacturer	Model #	To be Removed	Existing	New	Reserved	Final Quantity	Height (in)	Width (in)	Depth (in)	Weight (lbs)	Equip CL (ft)	Azimuth (A/B/G/D)	Location on Tower	Type	Size	To be Removed	Exist	New	Reserve	Final Qty
Ant_Omni	Sinclair	SC466D-HF1LDF			1		1	174.0	3.5	3.5	37.0	40.0	360.0	See attached images	Coax	0.875			1		1
Ant_Omni	Sinclair	SC466D-HF1LDF			1		1	174.0	3.5	3.5	37.0	35.0	360.0	See attached images	Coax	0.875			1		1
Ant_MWAVE	Commscope	USX6-6W			1		1	74.8	59.8	51.8	641.5	16.0	313.3	See attached images	Hybrid	0.5			2		2
							0													0	0
							0													0	0