

**AGREEMENT NO: CAL-25-007**  
**LICENSEE: NEVADA COUNTY SHERIFF'S OFFICE**

## **COMMUNICATIONS SITE LICENSE AGREEMENT (PUBLIC SECTOR)**

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is made and entered into on \_\_\_\_\_ ("Effective Date"), by and between the County of Placer a political subdivision of the State of California, hereinafter called "COUNTY" or "Lessee" 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**, EIP Holdings II, LLC, a Delaware limited liability company (Lessor) owns and operates a telecommunications facility (the "Facility") and tower and leases the land where the Facility and tower are located in unincorporated Nevada County, described as Nevada County APN 015-110-037-000 (the "Property"). The Property is located in close proximity to the neighboring unincorporated Placer County community of Cisco Grove, CA; as shown on Exhibit "1"; and,

**WHEREAS**, COUNTY and Summit Communications Inc., a Nevada Corporation (Summit) entered into the Communications Site Lease Agreement dated May 8, 2019, for COUNTY to lease a portion of the Property ("Premises"), together with any necessary easements over other portions of the Property and/or shared use of easements over the other real property necessary for COUNTY's access to utilities to the leased areas and for the purposes of operating a wireless communications site at the Facility (Lease). A copy of the Lease is attached hereto as Exhibit "2"; and,

**WHEREAS**, COUNTY maintains and operates the Facility on the Premises, which includes an equipment vault and appurtenances, for public safety communications 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 and LICENSEE entered into the Communications Site License Agreement (Public Sector) dated May 5, 2020, wherein LICENSEE licensed from COUNTY a non-exclusive use of the Facility to install, maintain and operate telecommunications equipment for the purpose of establishing a public safety communications system (hereinafter the 2020 License"); and,

**WHEREAS**, Summit and Lessor, entered into an Assignment, dated December 14, 2022, wherein Summit assigned and transferred to Lessor all Summit's rights, obligations, title and interest in, to and under the Lease, and any other lease or agreements respecting in any way any communications facilities on the Property to Lessor (Assignment). The Assignment is attached hereto as Exhibit "3"; and,

**WHEREAS**, LICENSEE desires a second Communications Site License Agreement to maintain and install additional telecommunications equipment ("Added Equipment") in the Facility and to utilize COUNTY's back-up emergency power and battery system solely for the Added Equipment; and,

**WHEREAS**, COUNTY is willing to grant LICENSEE a license to do so 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 shelter rack 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 Signal Peak Vault Layout is attached hereto as Exhibit "4" and the Nevada County Equipment Rack for the Added Equipment as Exhibit "5" and 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 to 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 maintain 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 Effective 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.

#### **5. LICENSE FEE.**

- A. The License Fee ("Fee") shall begin the first day of the month following the Effective Date, which shall be known as 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 EIGHTEEN HUNDRED and No/100 DOLLARS (\$1,800.00) 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 TWENTY ONE HUNDRED and No/100 DOLLARS (\$2,100.00). Throughout the term of the License, on the annual anniversary of the License Commencement Date, the Fee will increase by three percent (3%).
- 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 Facilities Management

Attn: Real Estate Services Division  
11476 C Avenue  
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. ADMINISTRATIVE CHARGES.**

COUNTY may require LICENSEE to pay a one-time Administrative Charge to evaluate the compatibility of the Added Equipment at the Facility.

**8. 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.

**9. 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.

#### **10. 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.

#### **11. 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  
11459 F Avenue, Auburn, CA 95603  
Telephone: (530) 889-7749  
Email Address: [telecom@placer.ca.gov](mailto:telecom@placer.ca.gov)

**With a Copy to:**

County of Placer, Department of Facilities Management  
Real Estate Services Division  
Attn: Property Manager  
Physical Address: 2855 2nd Street, Auburn CA 95603  
Mailing Address: 11476 C Avenue, Auburn CA 95603  
Telephone: (530) 886-4900  
Facsimile: (530) 889-6857  
E-mail Address: [FACPropMgmt@placer.ca.gov](mailto:FACPropMgmt@placer.ca.gov)

**IF TO LICENSEE:**

Nevada County Sheriff's Office  
Attn: Shannan Moon, Sheriff  
950 Maidu Avenue, Nevada City, CA 95959  
Telephone: (530) 265-1471  
Email: [SheriffFinance@nevadacountyca.gov](mailto:SheriffFinance@nevadacountyca.gov)

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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".

#### **21. AMENDMENT.**



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

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. TIME OF THE ESSENCE.**

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

**34. AUTHORITY OF DIRECTOR.**

The Director of the Department of Facilities Management, 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.

**35. 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**

By: \_\_\_\_\_  
Shannan Moon, Sheriff  
Nevada County Sheriff's Office

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

**COUNTY: County of Placer**

By: \_\_\_\_\_  
Steve Newsom, Director  
Department of Facilities Management

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

Approved as to form:

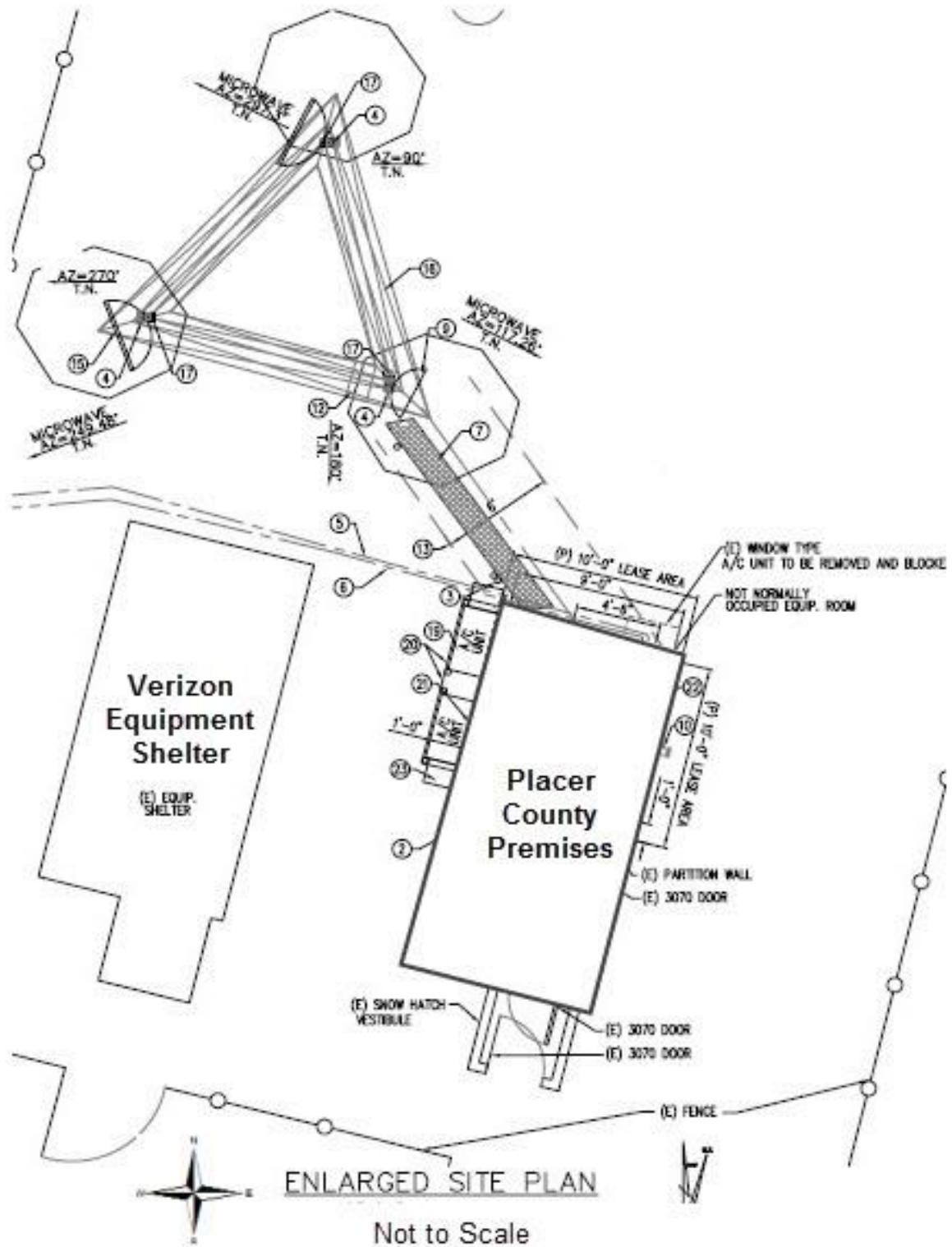
By: \_\_\_\_\_  
Placer County Counsel

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

**ATTACHMENTS**

- Exhibit 1: Property Map
- Exhibit 2: Communications Site Lease Agreement
- Exhibit 3: Assignment
- Exhibit 4: Signal Peak Vault Layout
- Exhibit 5: Nevada County Equipment Rack
- Exhibit 6: County of Nevada's Letter of Self-insurance

# EXHIBIT 1 PROPERTY MAP



**EXHIBIT 2  
COMMUNICATIONS SITE LEASE AGREEMENT**

SCN101563

**COMMUNICATIONS SITE LEASE AGREEMENT**

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement") dated as of May 8, 2019, is made by and between the County of Placer, a political subdivision of the State of California ("Lessee") and Summit Communications, Inc., a Nevada Corporation ("Lessor").

**RECITALS**

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

A. Lessor owns certain real property commonly known as Signal Peak Communications Site, located on Assessor's Parcel Number 15-110-37, Nevada County ("Lessor's Real Property"), described in **Exhibit A**, attached hereto and incorporated herein by reference. Lessee desires to lease a portion of Lessor's Real Property, together 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 in **Exhibit B**, attached hereto and incorporated herein by reference. Lessor represents and warrants that it has full rights of access to the Premises from a public roadway, as depicted on **Exhibit C**. Lessor desires to grant to Lessee the use of the Leased Premises, on the terms and conditions set forth herein and on the exhibits and attachments hereto.

B. Lessee is a Public Safety Carrier that desires to continue operating a wireless communications site at the Premises as part of its 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.

**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 and as of the Lease Commencement Date, Lessee has installed on said Premises those facilities as described in **Exhibit B** (collectively "Lessee's Facilities"). And throughout the Initial Term and Renewal Terms of this Lease Agreement, Lessee may install, place, use and operate on the Premises such other antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, generator, micro wave, cameras and related equipment, which shall also be considered "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 and replacement of Lessee's Facilities as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises.

Furthermore, Lessor will have limited use of feed-line support structures (bridges) constructed by Lessor so long as such use does not interfere with Lessee's present or future plans for expansion.

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 Lessor.

4. **Term.** The initial term of this Lease Agreement ("Initial Term") shall be five (5) years commencing upon both parties' signing of this Lease Agreement (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 four (4) 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 herein. This Lease Agreement 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 Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

5. **Rent.** Within fifteen (15) days of the Commencement Date, Lessee shall pay Lessor, as rent, the sum of two thousand two hundred fifty dollars (\$2,250.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor at the address 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 Initial Term the prorated Rent for the remainder of the calendar month in which the Initial 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 as of the first (1<sup>st</sup>) anniversary of the Commencement Date and on the anniversary date of every year in the Initial Term and any Renewal Term by an increase of three percent (3%) of the Rent paid during the previous year.

6. **Ongoing Access to Premises.** Throughout the Initial Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access to the Premises for its employees, agents, and contractors 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.

7. **Lessee's/Lessor's Work, Maintenance and Repairs.** All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. 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 conduits which have been installed by Lessee.

Lessor shall, at Lessor's sole expense during the Term of this Lease, timely protect, maintain, repair and keep the Site in good and structurally sound order and condition and in a manner that complies with all applicable Laws

**8. 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. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third-party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

**9. Utilities.** Lessor shall supply electrical power to the premises (Lessee's Facilities) for Lessee's sole use at no additional charge. Lessee shall have the right to install telephone utilities, at Lessee's expense, within Lessee's Premises. Any such telephone utilities installed outside of Lessee's Premises will only be installed with written permission of Lessor.

**10. 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 or other Communications Facilities located on Signal Peak as of the Commencement Date of the original Lease Agreement dated November 13, 1990 ("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. 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.

**11. 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 and this Lease Agreement.

**12. 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 Lessee's Due Diligence, or if a title report obtained by Lessee 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 Lessee is unable to occupy or utilize 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 appropriate for its operations for 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.

**13. Destruction of Premises.** If the Premises or Lessor's Real Property is destroyed or damaged so as, in Lessee's judgment, to hinder its effective use of Lessor's Real Property for 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 so 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.

**14. Condemnation.** If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then this Lease Agreement shall terminate as of the date when 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 a taking by a condemning authority.

**15. 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. COUNTY is self-insured. 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.

**16. 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 non-disturbance and quiet enjoyment of the Premises during the remainder of the Initial Term and any Renewal Term hereof. Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any of its partners, subsidiaries, affiliates, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee. 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. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties



thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**17. Subleases.** Lessee may enter into sublease or license agreements with other public agencies, authorizing them to occupy any part of Lessee's Premises with written consent from Lessor, which shall not be unreasonably withheld. It will be Lessee's responsibility to enforce against any sublessees or licensees all terms in this Lease Agreement. In the event that Lessee wishes to enter into agreements with public agencies authorizing use of Lessee's Equipment Shelter Premises, said agencies must make arrangements with Lessor for tower space. Lessor will not deny any sublease or license agreement, providing equipment installed on the tower does not "overload" or exceed the structural capacity of the tower. Lessor has the right to negotiate a fee for tower space with any public agency that wishes to locate equipment on the tower. Such agency may be required to provide structural calculations to determine tower loading. No additional rent will be paid by COUNTY if COUNTY subleases space to Public Agencies inside COUNTY Premises (Equipment Shelter).

**18 Subordination.** This 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 on condition that the mortgagee or lender recognizes Lessee's right to non-disturbance and quiet enjoyment of the Premises. 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 non-disturbance 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.

**19. Quiet Enjoyment and Non-Disturbance.** 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.

**20, Estoppel Certificate.** At any time upon not less than thirty (30) 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.

**21. Indemnifications. 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 Lessor's easements for access to the Premises, except those resulting from the 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, 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 Lessor's use, operation, maintenance or repair of improvements on Lessor's Real Property or Lessor's shared use of easements for access to Lessor's Real Property, except those resulting from the negligence or willful misconduct of Lessee or Lessee's officers, directors, partners, shareholders, 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.

**Environmental Issues; Historic Preservation; Hazardous Materials.** 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 section. This section 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:

Lessee:

County of Placer  
Department of Public Works and Facilities  
Real Estate Services Division  
Attention: Property Manager  
11476 C Avenue  
Auburn CA 95603  
Telephone: (530) 886-4900  
Facsimile: (530) 889-6857  
E-mail: FACPropMgmt@placer.ca.gov

Lessor:

Summit Communications, Inc.  
P.O. Box 1796  
Truckee, CA. 96160  
Attn: Bill Blas  
Telephone: 530-412-0713  
Facsimile: 530-550-1850  
Email: [BBLAS@SUMMITCOM1.COM](mailto:BBLAS@SUMMITCOM1.COM)  
Federal Taxpayer ID Number: 41-2062690

With a copy to:

County of Placer – Office of County Counsel  
175 Fulweiler Avenue  
Auburn, CA 95603  
Fax No. (530) 889-4069

**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. 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 original jurisdiction rights that they may have. 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. Memorandum of Lease. Lessor acknowledges that a Memorandum of Agreement substantially in the form attached hereto as Exhibit C may be recorded by Lessee in the Official Records of the County where the Lessor's Real Property is located.

(e) 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.

(f) 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.

**24. Status of Employees** All persons performing services for SECOND PARTY in the Premises or Use Area shall be solely employees or contractors of SECOND PARTY and not employees of COUNTY, except those persons expressly and directly employed by COUNTY. Furthermore, SECOND PARTY is not an agent of COUNTY.

**25. Captions**. The captions in this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section or paragraph of this Agreement. All references to section numbers refer to sections in this Agreement.

**26. Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

**27. Authority of Director**. The Director of the Department of Public Works and Facilities, or designee, shall administer this Agreement 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.

**28. Relocation**. LANDLORD shall not have the right to relocate COUNTY from the Premises under any circumstances.

**Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.

Exhibit A: Description of Lessor's Real Property

Exhibit B: Description of Premises

Exhibit C: Access Road to Site

Exhibit D Memorandum of 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 of the last party's signature below.

**LESSOR:**

SUMMIT COMMUNICATIONS, INC.

By: Bill Blas  
(Signature)

BILL BLAS  
(Printed Name)

Title: PRESIDENT

Date: 5-7-19

By: Michelle Blas  
(Signature)

Michelle Blas  
(Printed Name)

Title: Secretary/Treasurer

Date: 5/5/19

**LESSEE:**

PLACER COUNTY CALIFORNIA

By: Steve Newsom

Title: Director of Facilities Management

Date: 5.8.19

As to Form:  
County Counsel

By: Michael Profant  
Michael Profant

## **EXHIBIT A**

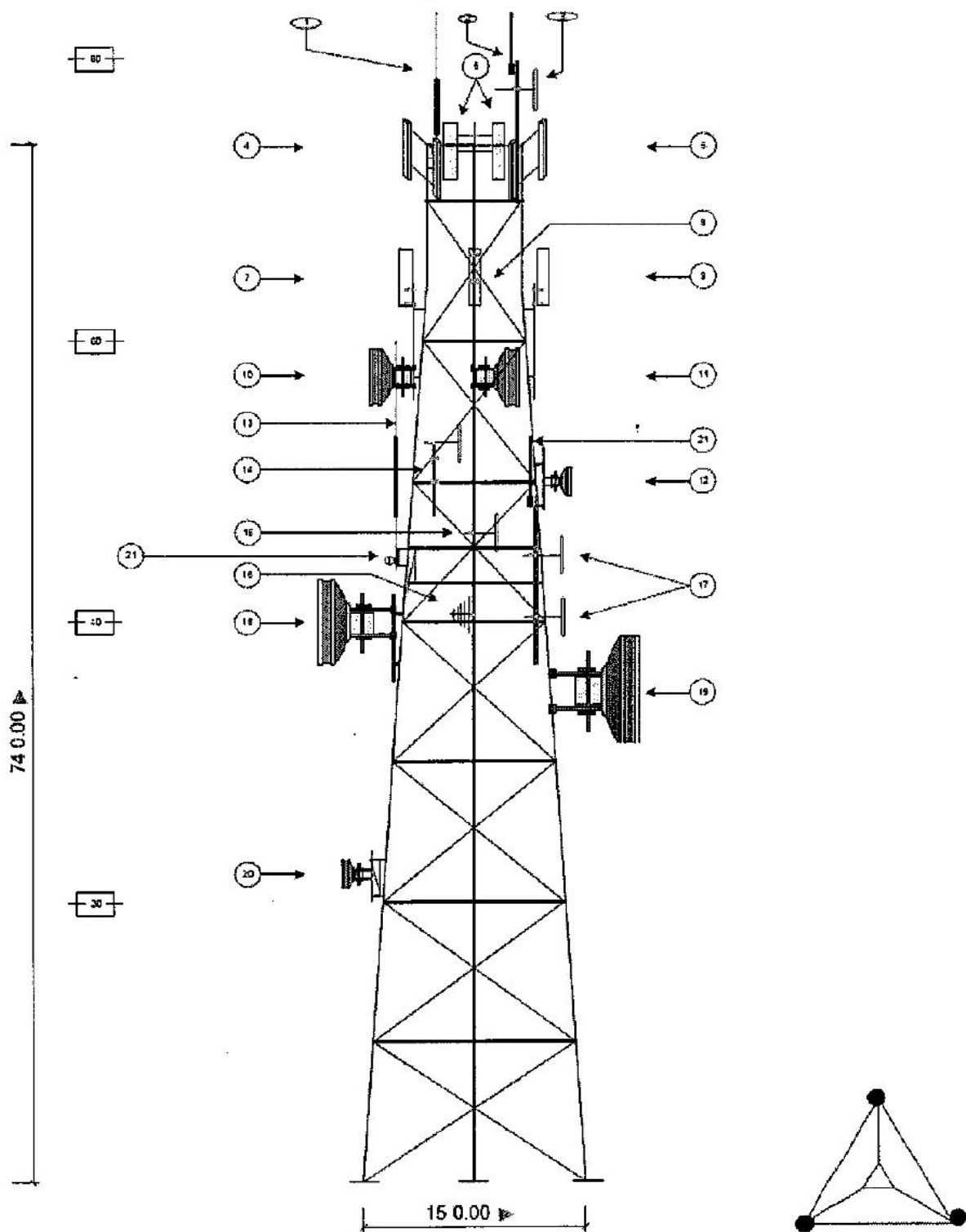
### **DESCRIPTION OF LESSOR'S REAL PROPERTY**

Under the Lease Agreement dated \_\_\_\_\_, 2018, by and between Summit Communications, Inc., as Lessor, and the County of Placer, as Lessee, Lessor's Real Property, of which Premises are a part, is described as follows:

Nevada County Assessor's Parcel Number: 15-110-37.

## EXHIBIT B

### DESCRIPTION OF PREMISES



# EXHIBIT B (cont.)

## PREMISES EQUIPMENT

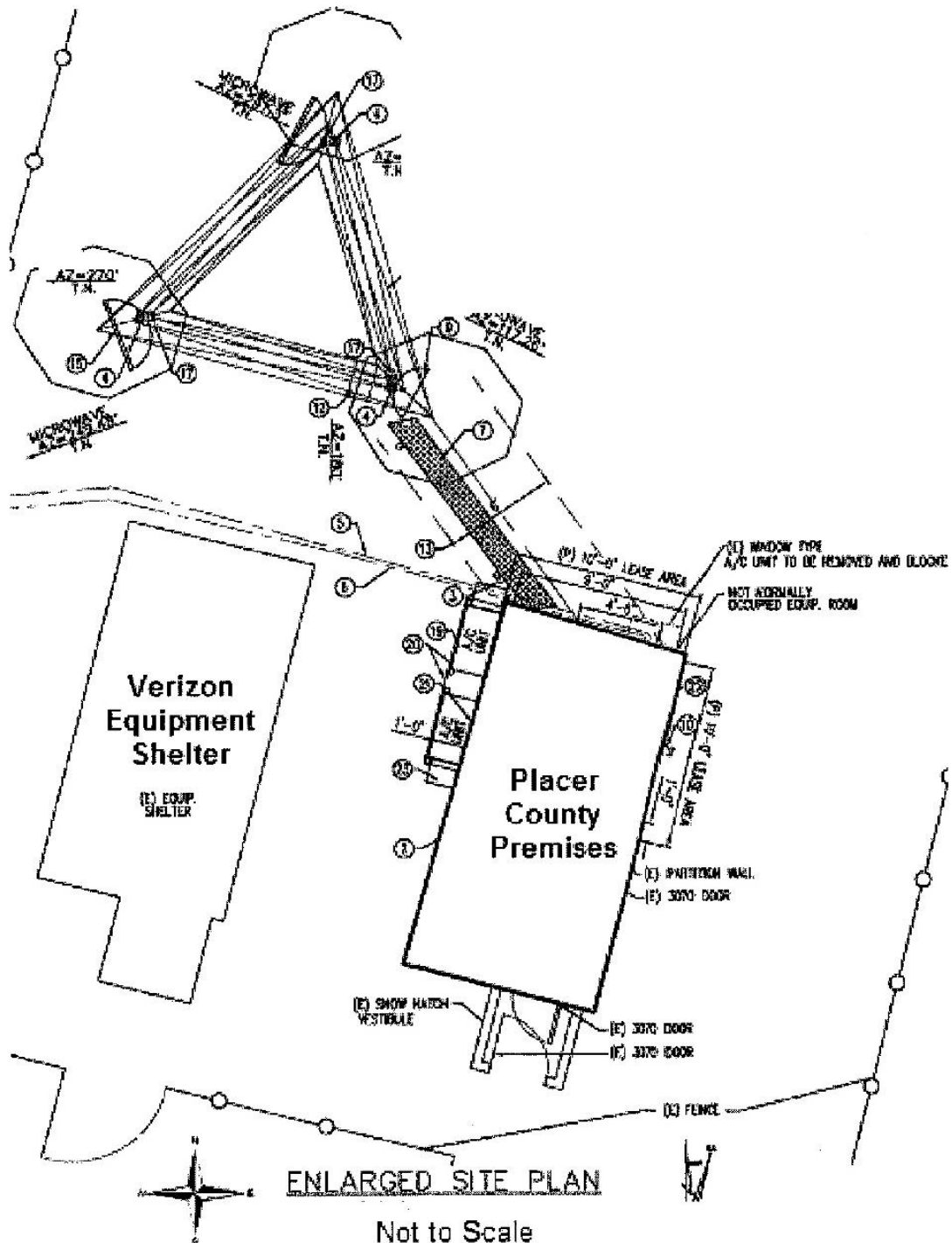
Ant #	Use	Frequency	Model	Make	Length	Height	Azimuth
1	PG DPW Low Band Rx	Rx 45.12 Mhz	GD-41A	Kraco	17'	74'	N/A
2	PGSO Rx	Rx 146-174 Mhz	ANT150F2	Telewave	5'	76'	N/A
3	PG Trunking Master Rx	Rx 136-174 Mhz	ANT150D	Telewave	3'	74'	166°
4	Verizon	N/A	N/A	N/A	4'	74'	N/A
5	Verizon	N/A	N/A	N/A	4'	74'	N/A
6	Verizon	N/A	N/A	N/A	4'	74'	N/A
7	Metro PCS	N/A	N/A	N/A	4'	60'	N/A
8	Metro PCS	N/A	N/A	N/A	4'	60'	N/A
9	Metro PCS	N/A	N/A	N/A	4'	60'	N/A
10	Microwave	N/A	N/A	N/A	4' Dish	55'	100°
11	Microwave	N/A	N/A	N/A	4' Dish	59'	250°
12	Microwave	N/A	N/A	N/A	2' Dish	50'	107°
13	PG DPW Low Band Tx	Tx 39.58 Mhz	GD-41A	Kraco	17'	44'	N/A
14	PG SAR VHF Rx/Tx	Rx/Tx 150-155 Mhz	ANT150D	Telewave	3'	45'	180°
15	PG Spare	Tx 160.545 Mhz	ANT150D	Telewave	3'	44'	180°
16	PG UHF Master Rx/Tx	Rx/Tx 450-470 Mhz	BY-307	Stinch	5'	43'	240°
17	PG Trunking Master Tx	Tx 153 Mhz	ANT150D3	Telewave	7' 3"	44'	160°
18	PG Microwave Gold Run	6 Ghz	HP6-59	Andrew	6'	40'	239°
19	PG Microwave Relay Ridge	6 Ghz	N/A	Andrew	6'	40'	107°
20	Microwave Verizon	11 Ghz	N/A	N/A	2'	27'	232°
21	PG AlertWildFire Camera		Q6055-E	Axis	9.31"	44'	N/A

Azimuth values reference true north

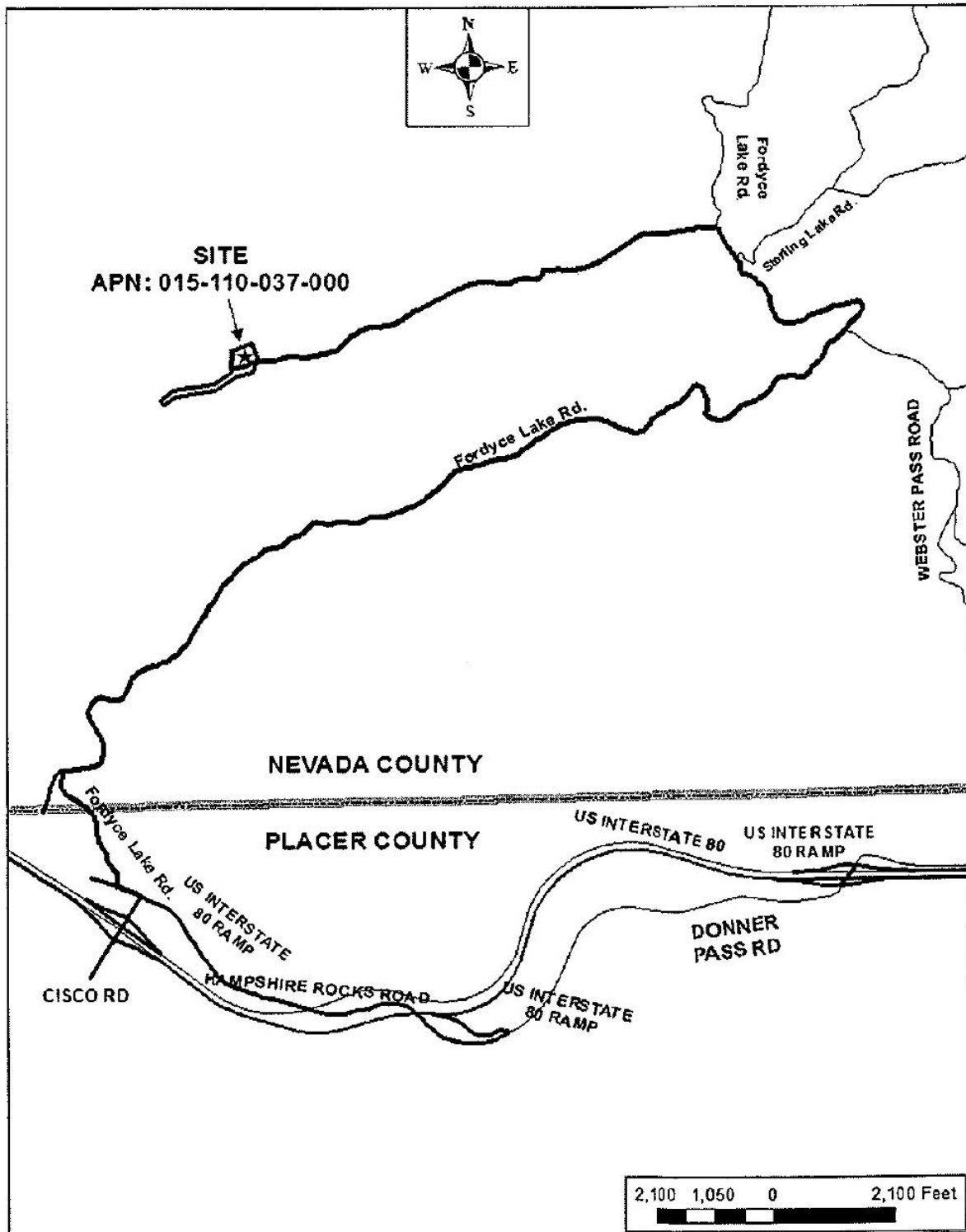


EXHIBIT B (cont.)

THE PREMISES



**EXHIBIT C**  
**ACCESS ROAD TO SITE**



**EXHIBIT D**

**RECORDING REQUESTED BY:**

**WHEN RECORDED, RETURN TO:**

---

(Recorder's Use Above This Line)

**STATE OF CALIFORNIA**

**COUNTY OF NEVADA**

**MEMORANDUM OF AGREEMENT**

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

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Summit Communications, Inc., a Nevada corporation, with an office located at \_\_\_\_\_ (hereinafter referred to as "Lessor"), and the County of Placer, California, with an office at \_\_\_\_\_ (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 201\_, 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 is for five (5) years commencing upon signing of the Lease Agreement, and terminating on the fifth anniversary of the Commencement Date, with four (4) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A, attached hereto and incorporated herein by reference.

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

**LESSOR:**

Summit Communications, Inc.

**LESSEE:**

Placer County California,  
as Lessee.

By: **EXHIBIT ONLY – NOT FOR SIGNATURE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: **EXHIBIT ONLY – NOT FOR  
SIGNATURE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: **EXHIBIT ONLY – NOT FOR SIGNATURE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or 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 capacit(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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or 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 capacit(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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

**EXHIBIT 3  
ASSIGNMENT**

Nevada County Recorder  
Gregory J. Diaz  
Document#: 20220024969  
Wednesday December 21 2022, at 11:02:08 AM  
Rec Fee:\$30.00 CC:\$75.00  
Paid: \$105.00  
Recorded By:AM  
15142185|4bf0dc4a-8132-1fdb-cb88-78567cee035f

Recording Requested By,  
PREPARED BY AND  
WHEN RECORDED MAIL TO:

Ann K. Ultsch, Esq.  
EIP Holdings II, LLC  
c/o Everest Infrastructure Partners, Inc.  
Two Allegheny Center  
Nova Tower 2, Suite 1002  
Pittsburgh, PA 15212

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT**

This ASSIGNMENT ("Assignment") is made and entered into this 14<sup>th</sup> day of December, 2022 ("Effective Date"), by and between **SUMMIT COMMUNICATIONS, INC.**, a Nevada corporation ("Assignor"), and **EIP HOLDINGS II, LLC**, a Delaware limited liability company ("Assignee").

**WITNESSETH**

**WHEREAS**, Assignor is the current lessee under that Facility License Agreement initially entered into by and between Sierra Pacific Industries, Forestry Division, as lessor, and Summit Communications, Inc., as lessee, dated March 17, 2008, including any amendments and related agreements thereto ("Lease") the premises thereunder being all or a portion of the parent tract site known as Nevada County California Assessor's Parcel Number 15-110-37-000 ("Property"), which Property is more particularly described on Exhibit "A" attached hereto and made a part hereof;

**WHEREAS**, Assignor owns and operates a communications tower site on the premises under the Lease, and licenses space thereon pursuant to those certain (i) Option and Tower, Building & Land Lease Agreement initially entered into by and between Summit Communications, Inc., as lessor, and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, as lessee, dated June 13, 2014 ("Verizon License"), (ii) Communications Site Lease Agreement initially entered into by and between Summit Communications, Inc., as lessor, and County of Placer, a political subdivision of the State of California, as lessee, dated May 8, 2019, ("Placer County License"), and (iii) Lease Agreement for Relay Site initially entered into by and between Summit Communications, Inc., as lessor, and DigitalPath Inc., as lessee, dated

March 15, 2020, ("DigitalPath License"), all including any amendments and related agreements thereto (collectively the "Tenant Licenses");

**WHEREAS**, Assignor and Assignee have entered into that certain Letter Agreement dated August 1, 2022 ("Letter Agreement"), setting forth certain terms for the closing of the transaction contemplated herein; and

**WHEREAS**, Assignor desires to assign to Assignee all of Assignor's rights, obligations, title, and interest in, to and under the Lease, the Tenant Licenses, and any other leases or agreements respecting in any way any communications facilities on the Property to which Assignor is a party (collectively "Assigned Agreements") and to convey to Assignee all of Assignor's property on the Property, and Assignee desires to accept such assignment and conveyance, in accordance with the terms hereof.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and sufficient consideration, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. The recitals set forth above and the Letter Agreement are incorporated herein by reference and made a part of this Assignment.

2. Assignor absolutely and irrevocably transfers and assigns to Assignee, as of the Effective Date, all of Assignor's rights, obligations, title, and interest in, to and under the Assigned Agreements, including but not limited to (i) the right to receive all rents and other monies due to Assignor thereunder, including from any assignees or sublessees, and on all extensions thereof, and (ii) the right to modify, extend, expand and/or terminate the Assigned Agreements.

3. Assignee hereby assumes all of Assignor's rights, obligations, title, and interest in, to and under the Assigned Agreements accruing on and after the Effective Date.

4. Assignor absolutely and irrevocably sells, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts from Assignor, as of the Effective Date, all of Assignor's rights and title to the communications tower, security fencing, shelters, and all other facilities and/or property (real or personal) of Assignor located on the Property and any access and/or utility easements thereto, and all of Assignor's governmental permits and the like related thereto (collectively "Facilities"). Assignor warrants to Assignee that (i) all Facilities were owned entirely by Assignor immediately prior to the conveyance to Assignee, (ii) Assignor has the right to convey all Facilities to Assignee, (iii) all Facilities conveyed to Assignee are free from all encumbrances other than the Assigned Agreements, and (iv) Assignor shall fully comply with all laws and regulations, including those of the FCC's Antenna Structure Registration System, to properly process the conveyance to Assignee hereunder.

5. The consideration payable by Assignee to Assignor for such assignment of the Assigned Agreements and conveyance of the Facilities shall be as stated in the Letter Agreement, and no further consideration shall be payable hereunder. Assignor hereby acknowledges the sufficiency of such consideration.

6. Assignor shall indemnify, defend, and save Assignee harmless from and against all liabilities, obligations, costs, expenses, claims, actions, and damages related to the Assigned Agreements, Property and/or the Facilities to the extent the same reasonably relate to any period prior to the Effective Date.

7. Any reference to “lessor” or “lessee” or the like in this Assignment shall be interpreted broadly to include the appropriate term for such party in the context of the applicable underlying document. For example, but without limitation, if a third party is referred to herein as “lessee” but the applicable underlying document is a license identifying such third party as a licensee, then “lessee” herein shall be deemed to mean “licensee” for such third party.

8. This Assignment may be recorded by any party in the books and records of the jurisdiction in which the Property is located, but the terms of this Assignment shall be effective regardless of whether any party so records.

9. This Assignment may be modified, amended, or otherwise altered only in writing, signed by Assignor and Assignee, or their respective successors or assigns.

10. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors, heirs, executors, administrators, and assigns. This Assignment may be assigned freely, in whole or in part, by Assignee and its successors and assigns. In the event Assignee encumbers, pledges or otherwise assigns its rights to the Assigned Agreements and/or Assignee’s rights under this Assignment as collateral to secure any debt or other obligation of Assignee, (i) Assignor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Assignor consent, and (iii) such Assignor consent may not be amended without the consent of the holder and its administrative agents.

11. If this Assignment is executed in several counterparts, all counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this Assignment by email, facsimile or other electronic transmission shall be equally as effective as delivery of a manually executed counterpart, provided, however, that any party delivering such executed counterpart by email, facsimile or other electronic transmission shall promptly forward a manually executed, original counterpart to the other party.

12. If any provision of this Assignment is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid, and enforceable to reflect the intent of the parties most closely as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Assignment and the other provisions of this Assignment shall remain in full force and effect.

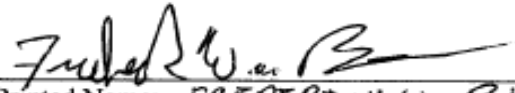
[Signatures to immediately follow.]



IN WITNESS WHEREOF, and intending to be legally bound, Assignor and Assignee have executed this Assignment.

ASSIGNOR:

Summit Communications, Inc.,  
a Nevada corporation

  
Printed Name: FREDERICK WM BLAS  
Title: PRESIDENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF Nevada

On Nov 21, 2022 before me, Ronald D. Haar, Notary Public  
(Name of Notary Public)

personally appeared Frederick William Blas  
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.

Ronald D. Haar  
(Signature of Notary Public)



EIP Holdings II, LLC,  
a Delaware limited liability company

Two Allegheny Center  
Nova Tower 2, Suite 1002  
Pittsburgh, PA 15212

On this 14<sup>th</sup> day of December, 2022, before me, a Notary Public, the undersigned officer, personally appeared John Lemmon, who acknowledged himself to be the EVP & General Counsel of EIP Holdings II, LLC, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

Notary Public  
My Commission Expires: 11/4/2025



**EXHIBIT A**  
**THE PROPERTY**

In Nevada County, California

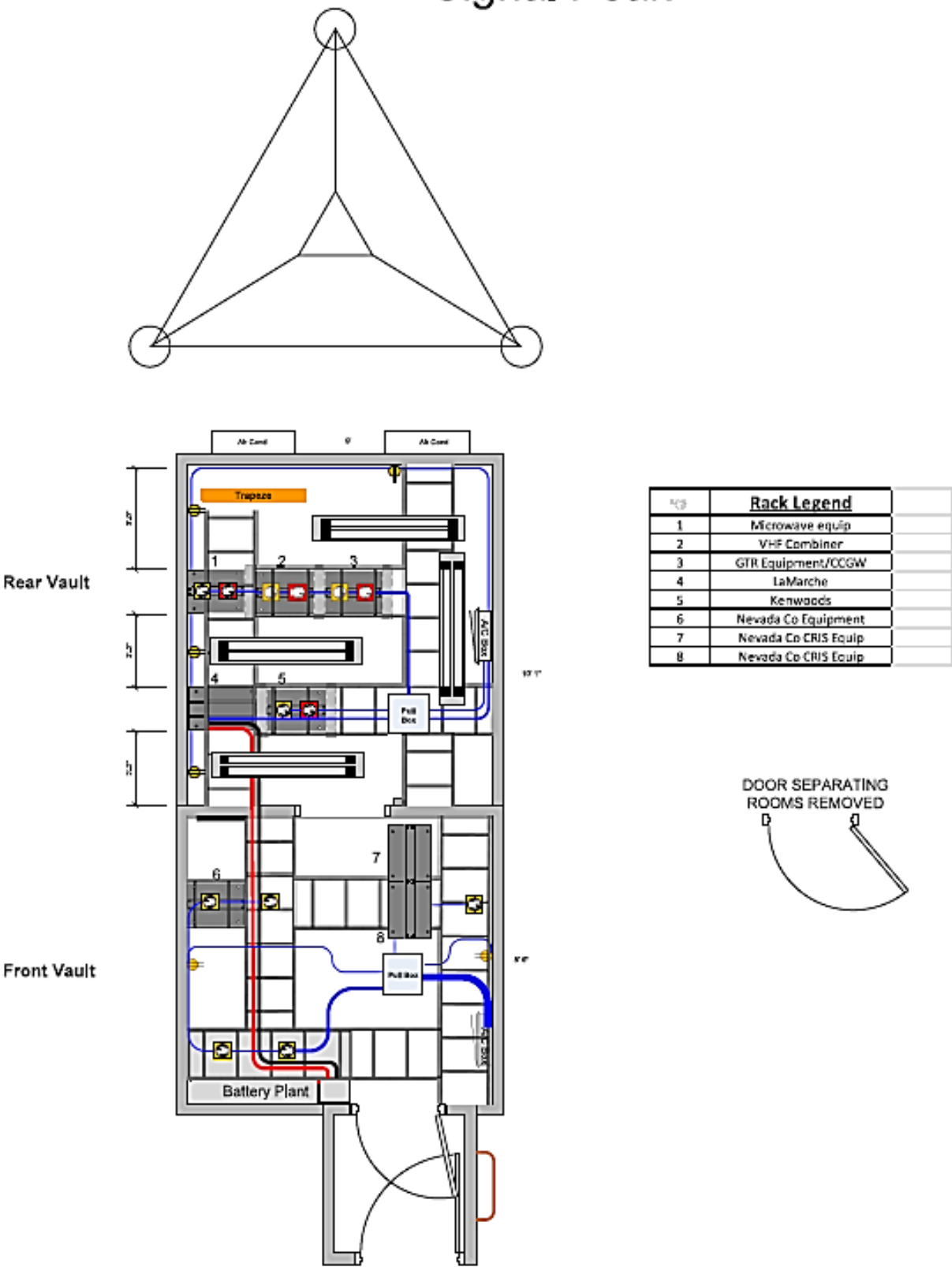
Parcel/Tax Number: 15-110-37-000

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 4  
SIGNAL PEAK VAULT LAYOUT

Signal Peak



**EXHIBIT 5**  
**NEVADA COUNTY EQUIPMENT RACKS**

RACK 7 7' 19"		RACK 8 7' 19"	
45	NEVADA CO CRIS FULL RACK RF EQUIP	45	NEVADA CO CRIS FULL RACK RF EQUIP
44		44	
43		43	
42		42	
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3		3	
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1		1	

**EXHIBIT 6**  
**County of Nevada's 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: <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 fluid and cursive, with a long horizontal stroke 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)