

ORIGINAL

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
OFFICE OF REAL ESTATE AND DESIGN SERVICES

STANDARD LEASE FORM

LEASE COVERING PREMISES LOCATED AT

Oakridge Lookout/Sonoma County

Project No.: L-875

TENANT AGENCY

Department of Forestry and Fire Protection

CDF No.: 1CA29727

LEASE

THIS LEASE, made and entered into this May 1, 1995 by and between the STATE OF CALIFORNIA, acting by and through its Director of General Services, with the approval of the Director of Forestry and Fire Protection, hereinafter called STATE and the COUNTY OF SONOMA hereinafter called LESSEE.

WITNESSETH:

WHEREAS

State has under its control certain property located in the County of Sonoma, State of California, commonly known as Oak Ridge Lookout, and more particularly described as follows:

Lying and being in the Southeast 1/4 of Section 3, Township 10 North, Ranger 13 West, M.D.B. & M., more particularly described as follows:

Commencing at the U.S.G.S. triangulation station "Hoover" from which the U.S.G.S. triangulation station "Miller Ridge" lies South 66° 46' 15" West, 6.4 miles and the Southeast corner of said Section 3 lies South 59° 58' 11" East 2081.94 feet; thence North 45° 48' 35" West 189.71 feet to a 3/4" iron pipe with brass cap at the Northwest corner, and the true point of beginning of the parcel described here; thence East 623.98 feet; thence South 14° 22' West 412.91 feet; thence West 521.53 feet; thence North 400.0 feet to the true point of beginning. Containing an area of 5.26 acres, more or less.

WHEREAS

State's policy is to make available communication sites under its control, for such purposes, when it is for the benefit of the public and same is consistent with the State of California's programs and needs; and

WHEREAS

It is in the best interests of the State that such a lease be consummated on the terms and conditions herein contained:

NOW

THEREFORE

It is mutually agreed as follows:

USE:

1. The State hereby leases to Lessee and Lessee does hereby hire from State that portion of the lands on Oak Ridge Lookout, indicated as site "A", containing 353+ square feet, and shown on Exhibit "A". In addition, Lessee is hereby permitted to use the tower erected by GTE Mobilnet for the state as part of GTE Mobilnet's lease with the state, L-1457, and as described in the attached TD-312.
2. The State grants to Lessee on site "A" the right to operate a noncommercial telecommunications facility subject to the restrictions herein.
 - A. The premises shall be used during the term hereof solely and only for the purpose of constructing, maintaining, repairing, altering, and operating a Lessee constructed prefabricated communications facility approximately as shown on Exhibits "B & C".
 - B. State acknowledges that Lessee has installed, at Lessee's sole cost and expense, a new modular fiberglass building, a 15KW emergency power generator, and propane tank. The emergency power generator is fueled by a 1,000 gallon propane tank which has been installed on a concrete pad. (The foregoing improvements are collectively referred to in this Lease as the "Initial Improvements"). Notwithstanding anything contained in this Lease to the contrary, the Initial Improvements shall remain the property of the Lessee.
 - C. Prior to any construction or reconstruction, the Lessee shall submit a complete set of plans to State and construction is not to proceed prior to written approval of said plans by State. After construction, State will inspect construction for conformity to plans, prior to issuance of permission of use by Lessee. Said construction plans and specifications must comply with the basic design criteria per current edition of the Uniform Building Code and California Code of Regulations, Title 24.
 - D. Lessee shall at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may be in force pertaining to the leased Premises.
 - E. Lessee shall provide the maintenance and repair of the building, including but not limited to the foundations, floors, exterior and interior walls, ceilings, roof and all structural portions of the building. The Lessee shall not be responsible in any manner for the maintenance and repair of the equipment of the State, or the State's sublessees, within the facilities provided to the State.
 - F. No improvement of the Lessee's equipment shall obscure line-of-sight view from the fire lookout tower. All such obscuring projects shall be moved to a non-obstructing position at the request of the State. Lessee shall submit detailed plans for any proposed improvements or new construction and obtain the written approval of State prior to the commencement of any construction. Any improvements are subject to the terms outlined in Paragraph 2C.
 - G. Any physical change to the improvements at the facility shall comply with the California Environmental Quality Act (CEQA). A copy of such compliance shall be furnished to the State along with plans and specifications to the locations indicated in Paragraph 14.

- H. LESSEE shall remove any of the old vault and equipment not authorized in Paragraph 2B and remove any debris and clean up the site at its sole cost and expense within one hundred and eighty (180) days of the execution of this lease.
- I. The State retains the rights to lease to other entities communication rights on other portions of its property, provided that none of the other entities' improvements or equipment interfere with LESSEE'S communication frequencies.

CONSIDERATION:

- 3. In consideration of the granting of this lease from the State, Lessee shall provide free of all charges, six (6) radio rack spaces in the Initial Improvements, and all related commercial and emergency power for the State's telecommunications equipment in the Sonoma County Building. The assignment of rack spaces shall be determined by the LESSEE in cooperation with the State. Lessee will provide and maintain any existing microwave circuits and services for use by the California Highway Patrol pursuant to that certain lease between the State CHP and Lessee, at no cost to the State.

TERM:

- 4. A. The term of this lease shall be fifteen (15) years, commencing on the first day of October, 1994 and shall terminate on September 30, 2009, unless sooner terminated as provided below in Paragraphs 6B, 24C and 25. Also, Lessee shall have the option to renew this lease for two (2) additional five (5) year periods provided that the condition of the improvements continues to meet State's requirements. The same terms and conditions herein stated having first given the State written notice of exercising such option not less than ninety (90) days prior to the termination of this lease shall remain in full force.

APPLICATION FEE:

- 5. The Lessee shall pay, at the time of the execution of this lease, a one-time charge of \$150.00 to cover State's costs associated with the preparation and the engineering and technical analysis of this lease to assure complete compatibility of operations at the site. State acknowledges that this fee has been paid by the Lessee.

DEFAULT:

- 6. A. Lessee shall provide the six (6) rack spaces, and all related commercial and emergency power to the State without default or delay.
- B. In the event of the failure of Lessee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from State to Lessee of such default, this lease shall thereby be terminated, provided, however, that where such default cannot be cured within such thirty (30) day period, the lease shall not be terminated where Lessee has commenced and made reasonable effort to cure said default.

- C. In the event of termination of this lease, it shall be lawful for State to reenter into and upon the demised premises and every part thereof and to remove all persons and property therefrom and to repossess and enjoy the demised premises as in its first and former state.
- D. In the event State terminates this lease pursuant to this paragraph, the State shall not be required to pay to Lessee any sum or sums whatsoever.
- 7. A. Until such time as the power poles and line serving the premises are dedicated by State to PG&E, State shall provide all equipment necessary in order to provide electrical power for telecommunications purposes to all users in the vault.

POWER:

- 8. A. State shall use its best efforts to improve the power poles and line to GO 95 standards and dedicate them along with a right-of-way to PG&E. Within thirty (30) days of the date of dedication, Lessee shall reimburse the State Department of Forestry and Fire Protection exactly one-half (1/2) its actual cost of improvement and dedication, less the \$9,720.03 Lessee has already contributed toward improvements of said power pole and line, provided Lessee's total share of costs do not exceed \$30,000. Lessee shall pay all monthly electrical utility and propane costs at the site.
- B. After the power poles and line have been dedicated to PG&E, Lessee shall provide all equipment necessary in order that electrical power can be used for telecommunications purposes for all users in the State portion of the vault, and shall provide a standby emergency (back-up) generator (as shown on Exhibit "B"), as protection against power outage, without cost to the State or any users in the State portion of the vault.

SUBLET CLAUSES:

- 9. A. Sublease by and between the State of California (California Highway Patrol) and the County of Sonoma for four (4) rack spaces and three (3) antenna spaces ("Sublease"). Notwithstanding any termination provision contained in the Sublease, the parties hereby agree to relinquish all of its rights under such sublease as of the Effective Date of this lease.
- 10. A. Lessee may not make available any remaining radio vault facilities on the leased premises to subtenants. In all of Lessee's operations on the leased premises, Lessee shall maintain a high professional level of service calculated to ensure continuous operation of Lessee's facilities thereupon pursuant to State's telecommunication standards.

COMPATIBILITY TEST:

- 11. Any electronic equipment changes and/or communications changes by LESSEE shall, if the State deems necessary, be cause to conduct an electronic compatibility test and State shall have the right to require the minimum sum of \$500.00 to cover reimbursement for each request. If State determines that said amount is insufficient, State shall have the right to require a reason-

able increase in the amount. If any testing requires more than \$500.00, Lessee will be notified prior to testing being performed, and an additional amount will be required to be paid to the State prior to any testing.

APPROVALS:

12. State shall notify Lessee of its approval or disapproval of requests in writing within sixty (60) days from receipt of the request, in any case where the consent or approval of the State is required pursuant to this lease. State shall be entitled to act with discretion. In the event the State fails to act within the time limits of this paragraph provided, the request shall be deemed approved. Any disapproval by State of such request shall set forth the reasons for such disapproval and such disapproval shall be based on reasonable grounds.

ROAD ACCESS:

13. A. State hereby grants to Lessee a nonexclusive right to use, during the term of this lease, the access road which serves the State's facilities on Oak Ridge Lookout. Said right shall be subject to the following terms, covenants and conditions: employees or contractors whenever it is necessary for them, or any of them to have access to Lessee's facilities, now or thereafter located on said mountain.
- B. The Department of Forestry and Fire Protection shall maintain said access road in a condition suitable for 4-wheel drive vehicular travel in accordance with its standard maintenance practice.
- C. Lessee shall use said access road at their 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; and, further, Lessee shall, at their expense, promptly repair any abnormal or excessive road damage caused by their use, including such road surface protective features as water drains, berms or culverts.

PLANS APPROVAL:

14. All construction and reconstruction plans as outlined in Paragraph 2C shall be sent by certified mail, return receipt requested, to:

California Department of Forestry and Fire Protection
Attention: Fire Protection Section
Operations Coordinator
P. O. Box 944246
Sacramento, CA 94244-2460

and also to:

Department of General Services
Telecommunications Division
Attention: Supervising Engineer
Engineering Section
601 Sequoia-Pacific Boulevard
Sacramento, CA 95814-0282.

In the event State fails to indicate its approval or disapproval within sixty (60) days after receipt of a request for construction, State's consent thereto shall be deemed granted. Any disapproval by State of proposed construction shall set forth the reasons for such disapproval and such disapproval shall be based upon reasonable grounds.

ELIMINATION OF INTERFERENCE:

15. Lessee shall install, maintain and operate its electronic equipment in accordance with current and future standards of the State of California. In the event said Lessee, from engineering or other causes, hinders, interferes with or obstructs radio or electronic equipment owned or operated by State, or its cooperators, Lessee shall immediately, at its own cost and expense, forthwith eliminate such interference to the reasonable satisfaction of the State and its representative, Telecommunication Division of the Department of General Services.

PROTECTION FROM RADIATION:

16. Lessee shall install and operate its equipment in a manner that will not in any way create a safety hazard, and the non-ionizing radiation level, determined by actual measurement of the radiation level of all equipment, shall be in accordance with the American National Standards Institute (C95.1 - 1982), and shall be that which is deemed not to be a hazard to the human body. State, through its authorized agents, shall have the right at all reasonable times to go upon the demised premises for the purpose of inspecting the installations of the Lessee.

FREQUENCIES:

17. A. Use of radio frequencies by Lessee at Oak Ridge Lookout, permitted herein, are stipulated in the attached TD-312.
- B. These frequencies and any future allowed frequencies shall be subject to the condition that no harmful radio frequency interference shall be caused to any present or future two-way radio and microwave systems operated by the State and its cooperators.
- C. If such radio frequency interference does not fully cease immediately after receipt by Lessee from State of the notification of the existence thereof, State shall have the right to order cessation of so much of Lessee's equipment as may be necessary to continuously eliminate said interference. Said notice to be in writing and sent to the address of Lessee in Paragraph 20. In the event of Lessee's inability or refusal to eliminate such interference within ninety (90) days of notice, State may at its option, immediately terminate this agreement and evict Lessee.
- D. Lessee shall provide a low resistance grounding system, to the radio vault perimeters, in accordance with Department of General Services, Telecommunications Division requirements.

INTERFERENCE TESTING:

18. Interference and compatibility testing for radio interference with other equipment on Oak Ridge Lookout, of such equipment installed, or changes, shall be made by a qualified technical person representing Lessee and a representative designated by State. If the test is satisfactory to both the technical person and the State representative, a certification of such test signed by

both the technical person and the State representative shall be forwarded to State at locations indicated in Paragraph 14.

REPLACEMENT OF EQUIPMENT:

19. If any of Lessee's improvements or equipment are destroyed by act of God, Lessee may replace them with equipment of the same general type that meets or exceeds the technical specifications of the original equipment, that occupies no more physical space and that consumes no more electrical power without approval from State. However, Lessee shall immediately notify State of such items and the date of replacement completion.

NOTICES:

20. All notices herein provided to be given or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to such party. The address to which the notices shall be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

LESSEE: COUNTY OF SONOMA
GENERAL SERVICES DEPARTMENT
REAL ESTATE DIVISION
Attention: Manager
2300 County Center Dr., Suite A200
Santa Rosa, CA 95405

Copy to: County of Sonoma
Communications Division
445 Fiscal Drive
Santa Rosa, CA 95403
(707) 527-1980

STATE: DEPARTMENT OF FORESTRY AND
FIRE PROTECTION
Attn.: Real Property Manager
Technical Services Section
Post Office Box 944246,
Sacramento, CA 94244-2460

Copy to: Department of General Services
Attention: Senior Real Estate Officer
State Owned Leasing and Development
400 R Street, Suite 5000
Sacramento, CA 95814-6280

TAXES:

21. The Lessee shall pay all lawful taxes, assessments, or charges which at any time may be levied by any public entity upon any interest in this agreement or any possessory right which Lessee may have in or to the demised premises or the improvements thereon by reason of his use or occupancy thereof or otherwise as well as all taxes, assessments and charges for goods, merchandise, fixtures, appliances, equipment and property owned or controlled by him in or about said premises.

HOLD HARMLESS

22. Each party agrees to indemnify and defend the other in the event of any claim, demand, causes of action, judgments, obligations or liabilities, and all reasonable litigation and attorneys' expenses which each party may suffer as a direct and proximate result of the violation of any law, breach of any term of this lease, negligence or other wrongful act by a party to this lease or such party's employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its employees.

INSURANCE:

23. Lessee agrees to purchase at its own expense and to keep in force during the term of this Lease, a policy or policies of comprehensive liability insurance, including public liability and property damage (but excepting from the policy coverage, injuries or damage to persons or property resulting from the negligence of State or from State's breach of any of State's covenants in this Lease). The liability under such insurance shall not be less than Seven Hundred Fifty Thousand (\$750,000) combined single limit for each occurrence. Notwithstanding anything stated to the contrary contained in this paragraph Lessee shall have the right to self-insure against any risks and liabilities referred to in this paragraph and thereby satisfy the provisions of this paragraph and provide the State with supporting documentation.

GRANTS OF EASEMENTS:

24. A. State expressly reserves the right to grant easements or crossings in, or upon and under the demised premises, provided such grants do not interfere with Lessee's use and occupancy, and nothing herein contained shall be construed as limiting the power of the State to lease, convey, or otherwise transfer or encumber, during the term of this lease the hereinbefore described State lands for any purpose whatsoever not inconsistent or incompatible with the rights or privileges granted to the Lessee by this lease.
- B. Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances, and claims of title which may affect said property, and the word "grant" as used herein shall not be construed as a covenant against the existence thereof. State has not heretofore granted to any person any rights in the demised premises which are inconsistent with the within instrument.
- C. It is an express condition if, during the terms of this lease, Lessee abandons all its operations at the facility to be occupied for a period longer than six (6) months, this lease may, at the option of the State, be terminated after thirty (30) day notice is given to Lessee.

TERMINATION:

25. This lease may be canceled by either party at any time by giving written notice, at the address set forth in paragraph 20, not less than ninety (90) days prior to the date when such termination shall become effective.

DELETED

WASTE:

26. Lessee shall not commit, suffer or permit any waste on the leased premises or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the leased premises for any illegal or immoral purposes. Lessee shall comply with all existing or reasonable future rules and regulations promulgated by the Department of Forestry and Fire Protection of the State of California affecting the use of the demised premises.

HAZARDOUS SUBSTANCES

27. The following activities are prohibited on the premises:

- A. Use or storage of any hazardous substances or hazardous chemical as those terms are used in CERCLA (42 USC 9601.(14) or SARA (42 USC 11021(e) or any similar state law, or any pesticide, oil, petroleum product or fuel; except only materials packaged and purchased for consumer use in containers not to exceed 1 gallon, or fuel in a vehicle fuel tank. Use of pesticides should be minimized, and will be applied only by authorized personnel and in accordance with all applicable laws, regulations, and label instructions. Aerial application is prohibited.
- B. Accumulation, storage, treatment, or disposal of any waste material; excepting only temporary storage, not to exceed 14 days, or non-hazardous solid refuse produced from activities on the leased premises for pick up by a municipal or licensed commercial refuse service, and lawful use of sanitary sewers (if any) for domestic sewage.
- C. Manufacturing; maintenance of equipment or vehicles; or use, installation or construction of vessels, tanks, (stationery or mobile), dikes, sumps, or ponds; or any activity for which a license or permit is required from any government agency for (1) transportation, storage, treatment, or disposal of any waste, (2) discharge of any pollutant including but not limited to discharge to air, water, or a sewer system.

REPORTING AND CLEANUP OF HAZARDOUS MATERIALS:

28. Any spill or release of a hazardous material to the air, soil, surface water, or groundwater by Lessee will be immediately reported to the State as well as to appropriate government agencies, and shall be promptly and fully cleaned up and the Premises (including soils and surface water and groundwater) restored to its original condition.

DISCRIMINATION:

29. LESSEE agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, age or physical handicap. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, sex, age or physical handicap. (See California Government Code, Sections 12920-12994 for further details.)

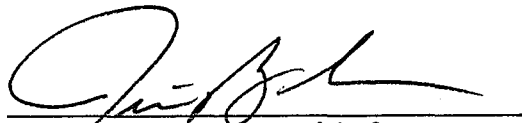
30. Time is of the essence of each and all the terms and provisions of this agreement, and the terms and provisions of this agreement shall extend to and


IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first hereinabove written

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

By:



JIM BLISS, Deputy Chief
Command and Control Systems


CHARLES A. HOREL, Chief Engineer

LESSEE:

COUNTY OF SONOMA

By:


Name: ERNEST L. CARPENTER
Title: Chairman
Board of Supervisors

APPROVED AS TO FORM
FOR LESSEE:


SHERYL L. BRATTON
Deputy County Counsel

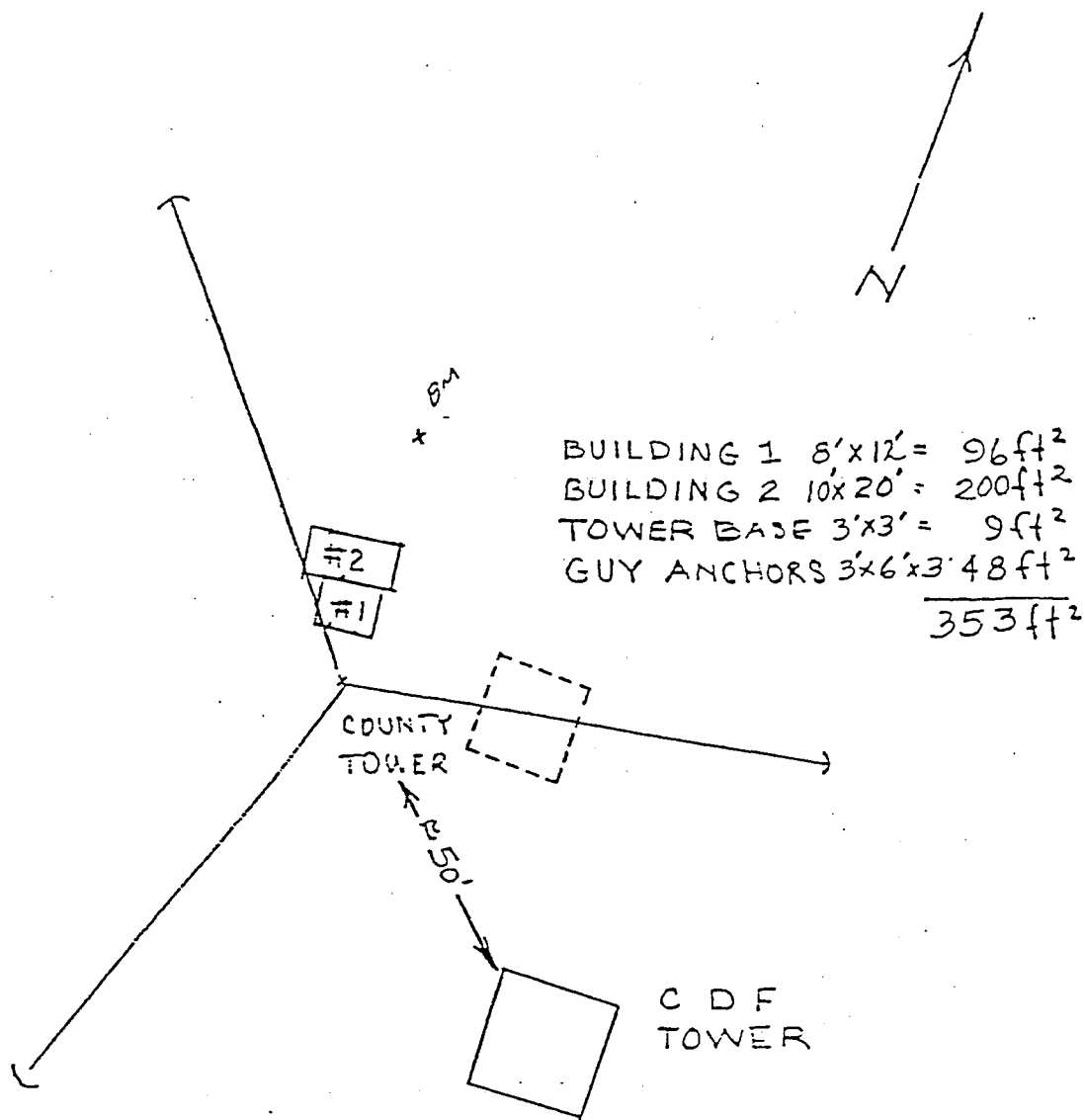
APPROVED AS TO SUBSTANCE
FOR LESSEE:


JOE PEREZ
Telecommunications Manager

STATE:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
By:

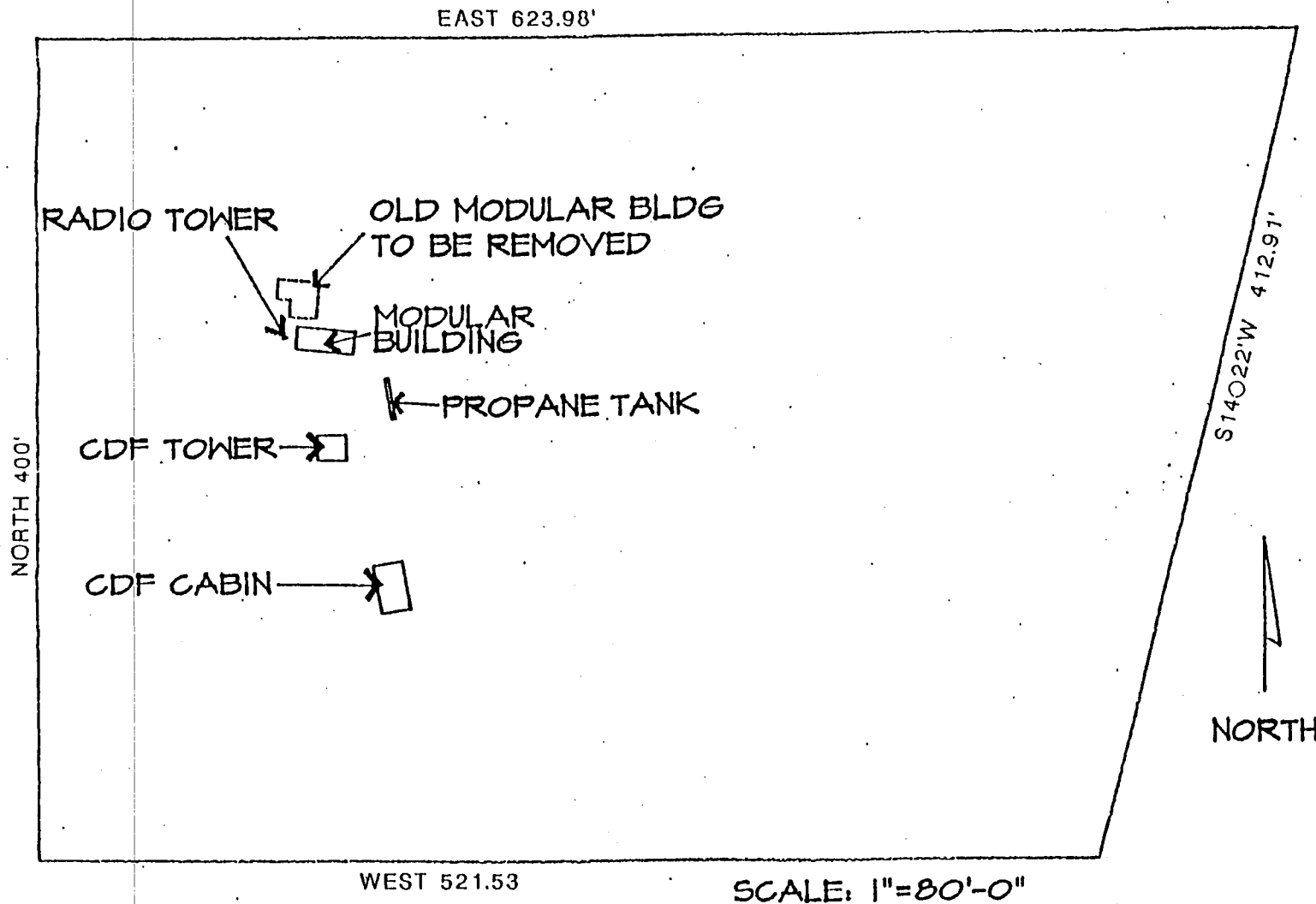

DWIGHT V. WEATHERS
Senior Real Estate Officer



CO SONOMA COMM DIV

OAKRIDGE SITE

EXHIBIT A



SCALE: 1"=80'-0"

OAK RIDGE RADIO REPEATER SITE

APPROXIMATE LOCATION OF BUILDINGS AND TOWERS
AND PROPERTY LINES



COUNTY OF SONOMA
ARCHITECTURE DIVISION

GENERAL SERVICES DEPARTMENT
2200 CALAITY CENTER DRIVE
SUITE 200
SANTA ROSA, CALIFORNIA 95403
TELEPHONE (707) 531-2511
FAX (707) 531-2511

DAVID G. KROENKE
GENERAL SERVICES DEPARTMENT
PHONE (707) 531-2511

ROBERT K. KRAUSE, P.
ARCHITECT

Drawing Date 9/24/93

Sonoma
County
Oakridge
Vault

