

LS# 21-33

**REVOCABLE LICENSE AGREEMENT FOR USE OF
COUNTY OF SONOMA FACILITIES
(Oak Ridge Look Out)**

This Revocable License Agreement for Use of County Facilities (this "Agreement"), dated as of OCTOBER 26TH, 2021 ("Effective Date") for reference purposes, is entered into by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Sonoma" or "Licensor"), and the **COUNTY OF MENDOCINO**, a political subdivision of the State of California ("Mendocino" or "Licensee"). Licensor and Licensee are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

RECITALS

WHEREAS, Licensee and Licensor executed that certain Revocable License Agreement dated November 18, 2008 (the "Prior License Agreement"), with a license term expiring June 30, 2019 for premises in a radio communications vault installed and owned by Licensor ("Vault") known as at the Oak Ridge Look Out located at 25555 Kelly Road, Annapolis, Sonoma County (APN 121-190-011) (the "Transmission Site") which site is more particularly described at **Exhibit A** attached and incorporated herein;

WHEREAS, Licensee desires to continue to operate its radio equipment from Licensor's Vault and utilize certain infrastructure at the Site in connection with Licensee's Sheriff's Department emergency and safety communications and related operations. Licensee's antennas are on a third party owned tower at the Transmission Site, and are not the subject of this Agreement. For the mutual benefit of the parties, Licensee and Licensor desire to enter into a new restated agreement for Licensee's continued use of the Vault;

WHEREAS, Licensor finds that Licensee's continued telecommunications operations at the Site is not inconsistent with Licensor's operations and other licensees at the Transmission Site;

WHEREAS, Licensor executed a ground lease with the State of California for its use of the Transmission Site pursuant to that certain Telecommunications Ground Lease dated May 1, 1995 (Project No.: L-875/CDF No. : 1CA29727) with the State, as amended by that Amendment dated June 25, 2008, which lease expired on its terms on June 30, 2019, provided that Licensor continued its occupancy as a holdover tenant under a holdover letter agreement issued by the State dated May 6, 2019 ("Master Lease") while Licensor negotiates with the State for a new long term lease for Licensor's premises at the Transmission Site; and

WHEREAS, consideration for Licensee's use of the Vault is the use by Licensor of Licensee's vault at property commonly known as the Fish Rock Radio Communications Site located at 44701 and 44801 Fish Rock Road (APN 143-040-09 and 143-110-28) Mendocino County, California, ("Fish Rock Site") pursuant to a separate Revocable License Agreement between County of Sonoma, as licensee and County of Mendocino, as licensor dated Oct 26TH, 2021 ("Fish Rock License Agreement"), attached hereto and incorporated herein by reference as **Exhibit B**.

NOW, THEREFORE, in consideration of the premises and of the agreements of the respective Parties herein set forth, it is mutually agreed as follows:

AGREEMENT

1. License. Licensors hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to utilize a portion of the Transmission Site as described in **Section 2** below known as the "Premises".
2. Premises, Equipment and Equipment List.
 - 2.1 Vault Space. Licensee is hereby permitted to use a portion of Licensors Vault, said portion comprising of sufficient space for:
 - (i) one (1) rack being two feet long by two feet wide by seven feet six inches high located in the main radio room in said Vault;
 - (ii) one (1) rack being two feet long by two feet wide by seven feet six inches high located in the utility room in said Vault;
 - (iii) associated charger and/or UPS system;
 - (iv) electrical connection and cabling; and
 - (v) all of the foregoing shall be deemed the "Premises", as more particularly described in and shown at certain vault diagram attached hereto and made a part hereof as **Exhibit C**.
 - 2.2 Equipment List. Licensee is hereby authorized to operate and utilize the equipment listed on **Exhibit D** (the "Licensee-Owned Equipment") at the Premises.
 - 2.3 Ingress and Egress. Licensors hereby grants to Licensee rights of ingress and egress to the Premises on, over and across necessary or convenient easements and roads to the Transmission Site, and subject to the access rights, limitations and conditions set forth under the Master Lease.
 - 2.4 Relocation. Licensors hereby reserves the right to relocate Licensee's equipment within the Transmission Site, provided said relocation does not unreasonably and detrimentally affect the operation and performance of the Licensee-Owned Equipment.
3. Non-exclusive License. The license herein granted is non-exclusive. Licensors continues to maintain and control the Transmission Site and Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.
4. Initial Term:
 - 4.1 Initial Term. The initial term of this Agreement commenced on July 1, 2019 ("Commencement Date"), and shall run through and including June 30, 2029 (the "Initial Term"), unless earlier terminated in accordance with **Section 24** and subject to **Section 35.1** of this Agreement.
 - 4.2 Extended Term. In the event the Master Lease is extended beyond the Initial Term, Licensors shall notify Licensee and in said event, Licensee shall have the right to extend for two (2) additional five (5) year terms, the first beginning July 1, 2029 and the second beginning July 1, 2034 ("Extended Term(s)"). The maximum Extended Term shall expire no later than June 30, 2039. Licensee's rights to extend are subject to Licensee providing written notice to Licensors of Licensee's request to exercise the option to renew not later than ninety (90) days prior to the expiration of the current term, and subject to the State's

approval of the renewal. If either the State or Licensor does not approve the request to renew within ninety (90) days, it shall be deemed denied. Notwithstanding anything to the contrary herein, Licensee's right to use the Premises for the term, as may be extended, is subject to all the terms and conditions of the Master Lease, including with rights of termination as may be expressly set forth in the Master Lease or in this Agreement.

5. Consideration. Consideration during the Initial Term and Extended Term(s), if any, of this Agreement shall be the benefits received by Licensor in connection with Licensor's no-fee equipment rack and related use of a portion of Licensee's vault at the Fish Rock Site, as more particularly depicted and described in the Fish Rock License Agreement. The Parties shall cooperate to ensure that the Fish Rock License Agreement and master leases associated therewith, are kept current and extended as necessary to permit this no fee exchange of vault space. No rent or other fees shall be payable by Licensee to Licensor hereunder. In the event that Master Lease expires on its terms, is not renewed or is terminated or modified to require monetary consideration payable by Licensor for Licensee's premises use, then Licensor shall have the right to terminate this Agreement upon sixty (60) days prior notice to Licensee, or the Parties may conduct negotiations to amend this Agreement.
6. Use. Licensee's use shall be limited to the installation, operation, maintenance, and replacement of its improvements and equipment and for the transmission, reception and operations of emergency and public safety communications, law enforcement, weather and natural hazard monitoring, security and related purposes. Licensee shall comply with all reasonable and necessary rules and regulations as may be adopted by Licensor and provided to Licensee for the safety, care and cleanliness of the Premises and the preservation of good order thereon.
7. Utilities/Repairs/Maintenance.
 - 7.1 Utilities - Electrical Power. Licensor will provide electrical power to the Transmission Site and the Licensee-Owned Equipment. It is anticipated that the electrical power to be utilized by the Licensee-Owned Equipment will be minimal and that cost considered in the exchange of benefits between the Parties.
 - 7.2 Repairs and Maintenance Licensee shall be solely responsible for the cost of maintenance, repair or replacement of the Licensee-Owned Equipment.
8. Equipment Installation and Operation. Licensee shall have the right to install, operate, maintain, or replace the equipment described herein, at its sole cost and expense, subject to the written approval of Licensor of its location and connection methods which approval shall not be unreasonably withheld or delayed. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation, maintenance or replacement of said equipment causes any direct or indirect interference with the operation of Licensor's facilities, equipment or the existing equipment of Licensor's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the reasonable satisfaction of Licensor. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment until a reasonably acceptable solution can be found.

9. Covenant of Noninterference. Licensee will not commit any act or omission that would in any way interfere with Licensor's transmissions or communications or any other preexisting communication facility or antenna. Licensee shall reasonably cooperate with current and future users of the Premises and with any other third parties who are impacted by Licensee's use of the Premises. Subsequent lessees or licensees shall be subject to the foregoing requirements with respect to their use, maintenance or operation of equipment in or around the Premises. Licensee shall advise Licensor to allow the latter to communicate with other tenants when changes are made to equipment that may cause interference to other tenants.
10. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges that may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
12. Compliance with Laws. Licensee represents and warrants to Licensor that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted, including all applicable FCC rules and regulations. Upon Licensor's request, Licensee shall provide Licensor with all current licenses to operate its equipment and shall forward any new or renewal licenses during the Initial Term or any Renewal Term of this Agreement.
13. Annual Inspection by Licensor. The Premises shall be subject to annual inspection by Licensor for compliance with all applicable federal, state and county statutes and ordinances, rules, regulations, directors, and orders of governmental agencies.
14. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises, which interferes, or conflicts with the use of the Premises by Licensor or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
15. Inspection. Licensor shall be permitted to enter and inspect the Premises at any and all times.
16. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of Licensor's jurisdiction as a lessee of the Transmission Site. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY LICENSOR.
17. Deposit Refund. (This section left intentionally blank.)

18. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the Licensor, immediately terminate.
19. Non liability of Licensor. Licensor, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against Licensor, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of Licensor, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.
20. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Licensor, and to defend, indemnify, hold harmless, reimburse and release Licensor, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Licensor to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 20, 20.1, 20.2, 20.3 and 20.4, whether or not there is concurrent negligence on the part of Licensor, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of Licensor. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. Licensor shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 20.1 Use of Site and Premises. Use of the Transmission Site and Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Transmission Site and Premises not allowed under this Agreement.
- 20.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.
- 20.3 Approval of Agreement. The approval of this Agreement by Licensee.
- 20.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.
21. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit E attached hereto and made a part hereof. Licensor and Licensee each reserves the right to self-insure against any risks and liabilities referred to in the Section and thereby satisfy the provisions of this Agreement.

22. Liability for Loss or Damage to Licensor Property. Licensee shall be liable to Licensor for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.
23. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
24. Termination by Licensor or Licensee. Either Party may terminate this Agreement for any reason whatsoever upon a minimum of ninety (90) days prior written notice to the other Party. Licensor may immediately terminate this Agreement for cause upon any breach of the terms hereof, or in the event Licensor's rights to the Fish Rock Site, provided as consideration under **Section 5** of this Agreement, are terminated or discontinued for any reason.
25. Default and Right to Cure. Except as otherwise specified in this Agreement, a Party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting Party ("Default"). This Agreement shall not be terminated due to any Licensee Default unless Licensor shall have given Licensee not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Licensee fails to cure or commence the cure of such Default within the second thirty (30) day notice period. If there is any conflict between this **Section 25** and other remedies available under applicable state law, the provisions of this **Section 25** shall apply.
26. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of Licensor, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until Licensor shall have given its written consent thereto. Licensor may withhold its consent for any reason.
27. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises.
28. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of Licensor.
29. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of Licensor for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

30. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Licensor: County of Sonoma
General Services Department
Attn. Real Estate Manager
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403

If to Licensee: COUNTY OF MENDOCINO,
Sheriff's Department C/O General Services Agency
Attn: General Services Agency Director
841 Lowgap Road
Ukiah, CA 95482

Any notice required or permitted to be given by Licensor under this Agreement, including under Sections 24 and 25 hereof, may be made by the Director of the General Services Department. Either Party may at any time change its address for notices by giving written notice of such change to the other Party in the manner provided in this Section 30.

31. No Continuing Waiver. The waiver by Licensor of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.
32. Surrender and Equipment Removal. Upon the expiration or sooner termination of this Agreement, Licensee shall remove the Licensee-Owned Equipment and restore the Premises to the condition existing prior to installation, which shall occur as soon as reasonably practical, at Licensee's sole cost and expense.

33. General Provisions.

33.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

33.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the Parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

33.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the Parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

33.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

33.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

33.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Licensor and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and Licensor acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of this Agreement will not be construed against one Party in favor of the other. Licensee and Licensor further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

33.7 Relationship. The Parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

33.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

33.9 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a "Certified Access Specialist".

34. Hazardous Materials.

34.1 Licensee shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Licensee, its agents employees, contractors or invitees, without the prior written consent of Licensor, which Licensor shall not unreasonably withhold as long as Licensee demonstrates to Licensor's satisfaction that such Hazardous Materials: (i) are necessary or useful to Licensee's business and will be used, kept and stored in a manner that complies with all laws, statutes, ordinances, rules, regulations, orders, requirements, and policies of any and all governmental agencies and authorities and any fire insurance underwriters applicable to any such Hazardous Materials ("Hazardous Materials Laws"); and (ii) do not otherwise, due to the quantity, nature or use of such Hazardous Materials, substantially increase the risk of fire or other casualty to the Premises.

34.2 To the extent any Hazardous Materials are used, kept, or are present in or on the Premises after the commencement of this Agreement, Licensee shall ensure that all such Hazardous Materials, and all uses thereof, are in full compliance with all Hazardous Materials Laws.

34.3 If Licensee breaches the obligations stated in this **Section 34** or if the presence of Hazardous Materials on or about the Premises after the commencement of this Agreement results in contamination of the Premises, then Licensee shall indemnify, defend (with Counsel approved by Licenser) and hold Licenser harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses which arise during or after the term of this Agreement as a result of such breach or contamination. This indemnification of Licenser by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials in, on or under the Premises. Without limiting the foregoing, if a release or discharge of Hazardous Materials occurs on or about the Premises after the commencement of this Agreement, Licensee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing before such release or discharge of Hazardous Materials, provided that Licenser's approval of such actions shall first be obtained. Upon termination of this Agreement, Licensee shall surrender the Premises to Licenser free of any and all Hazardous Materials and in compliance with all Hazardous Materials Laws. This indemnification shall survive the termination or expiration of this Agreement.

34.4 As used herein, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health and Safety Code, Section 25316 of the California Health and Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

35. Subordinate to Other Agreements. All terms and provisions of this License relating to term are subject and subordinate to the Amended Master Lease and Licenser's Lease as defined in the Recitals above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

[Include reference to authority of Licenser to execute as necessary]

LICENSEE:

COUNTY OF MENDOCINO, a political
subdivision of the State of California

By: _____

Print Name: DAN GJERDE

Title: CHAIR, MENDOCINO COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM
FOR LICENSEE:

Matthew Kiedrowski

Licensee Counsel

APPROVED AS TO SUBSTANCE FOR LICENSEE AND
EVIDENCE OF INSURANCE ON FILE:

Carol J. Judy

Risk Manager

The Board of Supervisors of the County of Sonoma, hereby authorizes the Director of General Services to execute this Agreement pursuant to that certain Board Approval granted on 09/28, 2021 under Summary Report Agenda Item 4.

LICENSOR:

COUNTY OF SONOMA, a political
subdivision of the State of California

By: Carol J. Judy

Caroline Judy, Director

Department of General Services

Nov 4, 2021

APPROVED AS TO FORM
FOR LICENSOR:

W. H. Reg

Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR LICENSOR AND
EVIDENCE OF INSURANCE ON FILE:

Sandra Oberle

Sandra Oberle (Nov 4, 2021 15:30 PDT)

Real Estate Manager

Mark Essick

Sheriff

Exhibit A

"The Oak Ridge Look Out Site"

EXHIBIT A

LEGAL DESCRIPTION FOR LEASE AREA AT OAK RIDGE LOOKOUT AND TOWER SITE

All that real property situated in Section 3, Township 10 North, Range 13 West, Mount Diablo Base and Meridian, Sonoma County, California, being a portion of Parcel 1 as described in the Corporation Deed recorded on August 13, 1977 in Book 2889 at Page 197 of Sonoma County Official Records and shown on the Record of Survey recorded April 11, 1974 in Book 207 of Maps at Pages 1 through 4 of Sonoma County, being more particularly described as follows:

PARCEL A

Commencing at the Southwest Corner of Parcel 1 as shown on said Record of Survey, marked by a found 3/4" iron pipe; and from said point, a found 3/4" iron pipe on the South line of said Parcel 1 bears North 90°00'00" East 327.08 feet; thence leaving said South line North 33°28'09" East 280.07 feet to the **Point of Beginning**.

Thence North 68°22'00" East 29.00 feet;
thence North 21°38'00" West 11.00 feet;
thence South 68°22'00" West 29.00 feet;
thence South 21°38'00" East 11.00 feet to the **Point of Beginning**, containing 319 square feet, more or less.

PARCEL B

Commencing at the Southwest Corner of Parcel 1 as shown on said Record of Survey, marked by a found 3/4" iron pipe; and from said point, a found 3/4" iron pipe on the South line of said Parcel 1 bears North 90°00'00" East 327.08 feet; thence leaving said South line North 33°28'09" East 280.07 feet; thence South 87°50'13" East 17.24 feet to the **Point of Beginning**.

Thence North 68°22'00" East 8.25 feet;
Thence North 21°38'00" West 4.00 feet;
Thence South 68°22'00" West 8.25 feet;
Thence South 21°38'00" East 4.00 feet to the **Point of Beginning**, containing 33 square feet, more or less.

Total lease area is the sum of Parcel A and Parcel B, containing 352 square feet, more or less.
Distances expressed in this description are ground, U.S. survey feet.

END OF DESCRIPTION

This description is prepared by me or under my direction, pursuant to Sections 8708 and 8761 of the Professional Land Surveyors' Act.

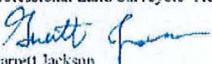

Garrett Jackson PLS No 9231
California Department of Forestry and Fire Protection
Sacramento Headquarters Technical Services Unit



Exhibit B
Fish Rock Revocable License Agreement
Between County of Sonoma and County of Mendocino

REVOCABLE LICENSE AGREEMENT
(44701 Fish Rock Road, Mendocino County)

This Revocable License Agreement for Use of County Facilities (this "Agreement"), dated OCTOBER 26, 2021 ("Effective Date") for reference purposes, is entered into by and between the COUNTY OF SONOMA, a political subdivision of the State of California ("Sonoma" or "Licensee"), and the COUNTY OF MENDOCINO, a political subdivision of the State of California ("Mendocino" or "Licensor"). Licensor and Licensee are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

RECITALS

WHEREAS, Raymond Parker-Rhodes and Laura Marks and Suzette C. Murphy and Central Valley Cable TV, LLC ("CVC TV") entered into that certain Lease Agreement dated May 22, 2006 ("Master Lease"), for certain real property commonly known as 44701 Fish Rock Road, APN'S 143-040-09 and 143-110-28, located in unincorporated Mendocino County, California (the "Property");

WHEREAS, Paul J. Hockett is currently the landowner of the Property and successor in interest to Raymond Parker-Rhodes and Laura Marks and Suzette C. Murphy under the Master Lease;

WHEREAS, CalNeva Broadband, LLC is the successor to CVC TV and is currently the Lessee under the Master Lease;

WHEREAS, Paul J. Hockett and CalNeva Broadband LLC (hereafter, "CalNeva") amended the Master Lease by entering into: (1) that certain Lease Extension dated May 3, 2016 (which extended the term to May 22, 2020), and thereafter (2) that certain Lease Extension and Amendment dated as of February 28, 2020 (which extended said lease term to March 1, 2025), a full and complete copy of the Master Lease, as amended, is attached hereto as Exhibit A;

WHEREAS, Licensor entered into that certain Lease/Land Use Agreement (No. 08-167) with Central Valley Cable TV, LLC ("CVC TV") dated September 23, 2008, as amended by that certain Amendment Lease/Land Use Agreement (BOS# 08-167) dated June 30, 2017. Thereafter, Licensor further extended its use rights for the Property pursuant to that certain Lease/Land Use Agreement (No. 21-13) between Licensor and CalNeva dated and executed as of May 12, 2021 for a lease term commencing on said execution and expiring on February 28, 2025 ("Licensor's Lease"), for portions of property commonly known as the Fish Rock Radio Communications Site located at 44701 Fish Rock Road, (APN 143-040-09 and 143-110-28) Mendocino County, California ("Transmission Site"), a true and correct copy of Licensor's Lease is attached hereto and incorporated herein by reference as Exhibit B;

WHEREAS, under Licensor's Lease, Licensor has the right to use the Transmission Site for radio, data and microwave reception and transmission facilities; Licensor has obtained all necessary consents from CalNeva to sublease the interests described herein to Licensee and enter into this Agreement. Sometime after 2009, Licensor constructed a 120 ft. radio telecommunications tower ("Tower"), and installed a radio communications vault ("Vault") at the

Exhibit C
Licensee Vault Space Diagram

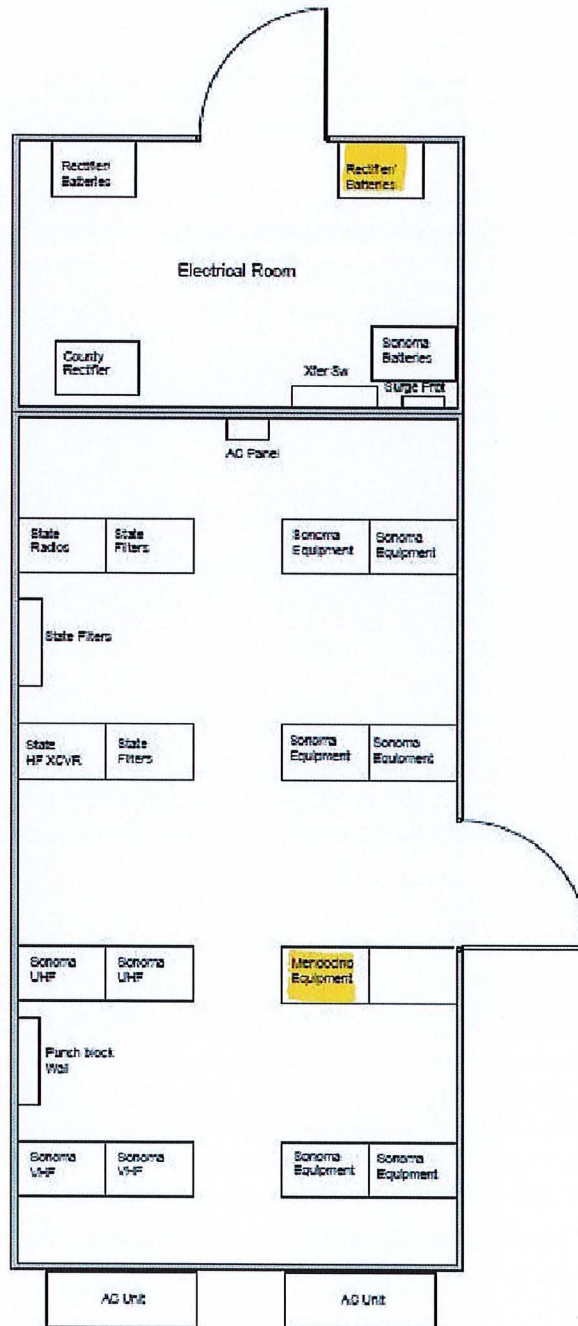


Exhibit D

**County of Mendocino Communications Facility
The Licensee-Owned Equipment List**

Licensee-Owned Equipment

Main Room Microwave Rack:

- (2) Alcatel MDR-8000 6 Ghz Hot Standby Microwave Radio Systems
- (1) Alcatel 7250 MPLS Switch
- (1) Charles Industries Multiplexer
- (1) Alcatel 48 VDC Power Distribution Unit
- Misc Wire, Fiber, Cabling

Battery Room Power Plant Rack:

- (1) Eltek 48 VDC Power Rectifier System with high current PDU
- (8) Enersys 12VDC125 Sealed Batteries
- (2) HD Battery Shelves
- Misc Wiring and cabling

Licensee-Owned Equipment on Licensor's Tower:

- (2) 6 foot diameter Microwave dishes

- (2) RFS PAD6 6.0 Ghz Microwave Dishes
- (2) RFS EW-60 Elliptical Waveguide (between Indoor Microwave Radios and Microwave Dishes)

Exhibit E

Licensee Insurance Coverage

Licensee shall maintain and require its contractors, subcontractors, consultants, and agents to maintain insurance as described below.

I. Licensee Required Insurance

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve County of Mendocino as Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma, its employees, officers, and agents, and the State of California Department of General Services and their officers, agents and employees shall be endorsed as additional insureds for liability arising out of Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent).**
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and include a

“separation of insureds” or “severability” clause which treats each insured separately.

g. Required Evidence of Insurance:

- i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii.** Certificate of Insurance.

Automobile Liability Insurance

- a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b.** Insurance shall cover all owned autos. *(Required if Licensee owns vehicles.)*
- c.** Insurance shall apply to all hired and non-owned autos.
- d.** Required Evidence of Insurance: Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a.** The Certificate of Insurance must include the following reference: Oak Ridge Look Out (State DGS) License Agreement.
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Attn: Manager, Real Estate Division, 2300 County Center Drive, A200, Santa Rosa, CA 95403
2300 County Center Drive, Suite A220, Santa Rosa, CA 95403.
- c.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d.** Licensee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]

DEPARTMENT HEAD

Date: 08/27/2021

Budgeted: ☒ Yes ☐ No

Budget Unit:

Line Item:

Org/Object Code:

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]

DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: OCT 26 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]

Deputy OCT 26 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]

Deputy OCT 26 2021

INSURANCE REVIEW:

By: [Signature]

Risk Management

Date: 08/27/2021

CONTRACTOR/COMPANY NAME

By: [Signature]

SIGNATURE

Date: Nov 4, 2021

NAME AND ADDRESS OF CONTRACTOR:

County of Sonoma

Department of General Services

Attn. Real Estate Manager

2300 County Center Drive, Suite A200

Santa Rosa, CA 95403

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski

Deputy

Date: 08/27/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]

Deputy CEO

Date: 08/27/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: County Lease _____











Oak Ridge Look Out License Mendocino Execution Original

Final Audit Report

2021-11-19

Created:	2021-11-04
By:	Pamela Asselmeier (Pamela.Asselmeier@sonoma-county.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0mHbtzAUdzPgXLH_5f-BN64shDa6kSEv

"Oak Ridge Look Out License Mendocino Execution Original" History

-  Document created by Pamela Asselmeier (Pamela.Asselmeier@sonoma-county.org)
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Agreement completed.

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