

STANDARD LEASE COMMUNICATIONS SITE

<u>LEASE COVERING PREMISES LOCATED AT</u> Nadeen Peak Contra Costa County
<u>COUNTY'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> Tax ID # 94-6000509
<u>TENANT AGENCY</u> California Department of Transportation 56LA56004900

This lease agreement ("**Lease**") is dated September ____, 2024 (the "**Effective Date**"), and is between Contra Costa County, a political subdivision of the State of California (the "**County**"), and the State of California, Department of Transportation (the "**State**").

RECITALS

- A. The County has under its jurisdiction certain telecommunications facilities on an approximately 40,075 square-foot parcel located at Latitude 38-01-44.7: Longitude 122-11-50.9, off Cummings Skyway and McEwen Road in Crockett, Contra Costa County, State of California, commonly known as Nadeen Peak (the "**Property**").
- B. The County and State are parties to a lease dated August 12, 2003 (the "**Original Lease**") that expired on July 31, 2023. On July 31, 2023, the parties agreed to extend the term of the Original Lease on a month-to-month basis. On the Effective Date, the Original Lease is terminated.
- C. This Lease is subject to the terms of an underlying Master Lease between County and property owner John A. Demartini Ranch, LLC, successor to previous owners Bernice Boradori, Maxine Hagar, John V. Hook, John V. Hook, as Executor U/W of Roberta Hook, Deceased, John V. Hook and Stanley Roche, as Trustees U/W and by Decree of Final Distribution of the Estate of Mary Williams, deceased, Stanley Roche, and Woodrow Roche, encompassing APN 354-300-008 and a defined access road across APN 354-300-007 ("**Access Road**"), which is dated August 24, 1982, and expiring July 31, 2081, a copy of which is attached as Exhibit A.
- D. Under the terms of the Original Lease, the State constructed and installed site improvements that included a 120-foot high, four-legged Microflex antenna tower (the "**Tower**"), a 12' x 10' structure used to house the State's assorted communications equipment (the "**Building**"), a fence, and associated improvements (together, the "**Site Improvements**") on the Property. The parties agreed that, in lieu of the State paying rent during a portion of the term of the Original Lease, the Site Improvements would become the property of the County when they were completed.
- E. In addition to the State's communications equipment housed on or in the Building, the State has installed a variety of equipment on the Tower, including radios, antennas, microwave dishes, conduits, wires, and utility connections (together with the equipment located in or on the Building, the "**State Equipment**").

F. The Building and wherever State Equipment is located on the Tower is the “Premises.”

The parties therefore agree as follows:

AGREEMENT

1. Lease of Premises. Under the terms of this Lease, County does hereby lease to State, and State hereby leases from County, the Premises.
2. Term. The term of this Lease shall be comprised of an initial period of ten years (“Term”). The State, at its discretion, may allow the Term to extend by up to three successive five-year automatic “Extensions”.

Unless the State gives prior written notice at least 60 days before the end of the then-current Term that it will allow the Lease to expire at the end of the current Term, the Term shall be extended by an Extension, not to exceed three successive Extensions of the Term. In no event shall the Term, inclusive of all three Extensions, extend beyond September 30, 2049.

Initial Term: October 1, 2024 – September 30, 2034
Extension #1: October 1, 2034 – September 30, 2039
Extension #2: October 1, 2039 – September 30, 2044
Extension #3: October 1, 2044 – September 30, 2049

3. Holdover. In the event the State remains in possession of the Premises after the expiration of the Lease term, or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to 30 days’ termination by either party.
4. Early Termination. Either party may terminate this Lease at any time during the term of the Lease, by giving written notice to the other party at least 90 days prior to the date when such termination shall become effective.
5. Rent. Beginning on the Effective Date, the State shall pay “Rent” to the County of \$33.75 per rack unit per month or \$4,455.00, which is the rent for the State’s antennae, cables, conduits, wires and other hardware on the Premises, associated with the 132 rack units of equipment located in or on the Building as of the Effective Date, without offset or demand on or before the first day of each month. Beginning with the Rent to be paid October 1, 2025, the amount of Rent shall increase annually by three percent (3%) over the Rent due the County on the previous October 1, as set forth in the rent schedule below.

<u>Initial Term</u>	<u>Monthly Rent</u>
October 1, 2024 - September 30, 2025	\$4,455.00
October 1, 2025 - September 30, 2026	\$4,588.65
October 1, 2026 - September 30, 2027	\$4,726.31
October 1, 2027 - September 30, 2028	\$4,868.10
October 1, 2028 - September 30, 2029	\$5,014.14
October 1, 2029 - September 30, 2030	\$5,164.57
October 1, 2030 - September 30, 2031	\$5,319.50
October 1, 2031 - September 30, 2032	\$5,479.09
October 1, 2032 - September 30, 2033	\$5,643.46
October 1, 2033 - September 30, 2034	\$5,812.76

<u>Extension #1</u>	<u>Monthly Rent</u>
October 1, 2034 - September 30, 2035	\$5,987.15
October 1, 2035 - September 30, 2036	\$6,166.76
October 1, 2036 - September 30, 2037	\$6,351.76
October 1, 2037 - September 30, 2038	\$6,542.32
October 1, 2038 - September 30, 2039	\$6,738.59

<u>Extension #2</u>	<u>Monthly Rent</u>
October 1, 2039 - September 30, 2040	\$6,940.74
October 1, 2040 - September 30, 2041	\$7,148.97
October 1, 2041 - September 30, 2042	\$7,363.44
October 1, 2042 - September 30, 2043	\$7,584.34
October 1, 2043 - September 30, 2044	\$7,811.87

<u>Extension #3</u>	<u>Monthly Rent</u>
October 1, 2044 - September 30, 2045	\$8,046.23
October 1, 2045 - September 30, 2046	\$8,287.61
October 1, 2046 - September 30, 2047	\$8,536.24
October 1, 2047 - September 30, 2048	\$8,792.33
October 1, 2048 - September 30, 2049	\$9,056.10

Prorated Rent. Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to 1/30 of the monthly Rent.

Form and Place of Payment: Lessee shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to Contra Costa County, Department of Information Technology, 30 Douglas Drive, Martinez, CA 94553, Attention: Accounting, or at such other place as County may designate from time to time by written notice to the State.

6. Installation of Additional Equipment. The installation of additional equipment shall require the prior written consent of the County and shall be charged to the State upon installation as determined by the County's Telecommunications Manager. Removal of any equipment shall require the written permission of the County's Telecommunications Manager. If equipment is removed, an appropriate reduction in rent shall be made effective the first full month following removal.
7. Use. The State shall use the Premises only to operate and maintain an electronic communications facility with related antennas, cables, conduits, wires, and electronic and similar hardware. In no event shall the Premises be used for any purpose prohibited by the Master Lease.
8. Access. The State, including its authorized agents, employees, and contractors, shall have a non-exclusive right of ingress and egress to and from the Property and Premises, along the Access Road or other course or courses designated by the County. The State shall exercise all reasonable care and precaution to prevent livestock pastured on the adjoining lands from escaping or being injured. The State may bring automobiles, trucks, and motorized equipment over the Access Road and onto the Property.

9. Maintenance and Repairs.

- a. The State shall, at its own expense and to the reasonable satisfaction of the County, keep and maintain the Premises in good order and repair and in a neat and safe condition, and in accordance with applicable local, state, and federal laws, orders, rules, and regulations.
- b. The County shall, at its own expense, maintain the Property and all other improvements in good order and repair, in a neat and safe condition, and in accordance with applicable local, state, and federal laws, orders, rules and regulations.

10. Road Maintenance. The County is responsible for regular Access Road maintenance. The State agrees to repair, at the State's expense, any abnormal or excessive road damage to the Access Road, water drains, berms, and/or culverts where such damage is caused solely by the State's use.

11. Utilities and Services.

- a. The State shall obtain and pay for electricity directly from PG&E or other electricity provider selected by the State for its own electric meter and power usage. If at any time the servicing utility requires that electricity be provided through the County, the State shall pay to the County the cost of electrical service provided to the Premises and attributable to the State's use.
- b. The State may run electric lines, telephone lines and/or other communication facilities to the Premises, provided that the location of the lines and facilities shall be subject to County's advance written approval. The cost of installation shall be the responsibility of the State.

12. Assignment and Sublease. The State may not assign this Lease or sublease the Premises or any part thereof at any time during the Term.

13. Quiet Possession. The County agrees that the State shall peaceably and quietly have, hold, and enjoy the Premises without suit, trouble, or hindrance from the County or any person claiming under the County.

14. Inspection. The County reserves the right to enter and inspect the Premises at reasonable times, and to render services and make any necessary repairs to the Premises.

15. Existing Facilities. It is understood and agreed that County has leases and/or licenses with others for all or a portion of the Property.

The holders of the leases and/or licenses on the Property granted by the County have the right to enter on the Property and maintain their facilities. The State will not be compensated for damage resulting from such maintenance activities by other licensees or lessees.

16. Electronic Equipment Standards. State shall seek the approval of County prior to any replacement, modification, repair, removal, maintenance of State's equipment, or other activities on any portion of the Premises, which may cause interference with existing communication operations and the facility. The State shall follow guidelines for Site Standards as described in Exhibit B – Site Standards.

With regard to specific statutory site standards and any other statutes pertaining to the use of electronic equipment, the State agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. If the State was in occupation of this site under a previous lease, the State shall have 180 days from the commencement of this Lease to conform to any new statutory site standards. The State shall display on each piece of equipment the appropriate license from the federal regulatory agency.

17. Interference. The State agrees to cooperate with the County and any of its current and future licensees or lessees to minimize technical interference between the telecommunication activities of the State and the County and any of its current and future licensees.
18. Equipment Change. Any change in the State's approved communication equipment other than like for like replacement requires technical approval from County, consistent with Paragraphs 16 and 17, "Interference." To initiate approval for a change of non like for like equipment, the State must first contact County to obtain written approval.
19. Fire Hazards. The State shall exercise reasonable care and precaution to prevent fires from starting or occurring on the Property. No smoking is allowed on the Property.

20. Surrender of Possession.

- a. Upon termination or expiration of this Lease, State shall peaceably and quietly leave, surrender, and yield to the County, all and singular, the Premises in good order, condition, and repair, reasonable use, and wear thereof and damage by acts of nature excepted.
- b. The State may remove State Equipment, providing such removal shall be accomplished without damage to the Premises, no later than 120 days after revocation or other termination of this Lease. After 120 days following termination, any State Equipment or portion remaining on the Property shall, at the sole discretion of the County, either (i) become County property; or (ii) be removed and disposed of by the County, with the cost of removal and disposal, including administrative overhead, reimbursed to County within 30 days of request by County to State. Upon termination, a qualified representative of the County shall inspect the Premises to determine that the Premises were left in accordance with the terms specified.
- c. In the event the State causes damage to the Premises, the State shall assume responsibility for the cost to restore the Premises to its prior condition within 90 days after Lease expiration or termination, or within 90 days after written demand by County. The requirements of this Section 20 shall survive the expiration or termination of this Lease.

21. Insurance. The County understands and agrees to the following:

- a. The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program.
- b. Under this form of insurance, the State and its employees (as defined in Section 810.2 Government Code) are insured for any tort liability that may develop through carrying out official activities, including State official operations on non-State-owned property. Should any claims arise by reason of such operations or under an official contract or lease agreement, they should be presented to:

Victim Compensation and Government Claims Board
P.O. Box 3035
Sacramento, CA 95812-3035. (Gov. Code section 900, et seq.)
Internet link: www.vcgcb.ca.gov.

Claims arising from operations of a State-owned vehicle should be forwarded to:

Office of Risk and Insurance Management
P.O. Box 989052 MS-403
West Sacramento, California 95798-9502.

- c. The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers' compensation benefits for all State employees, as required by the Labor Code.

- 22. Subrogation. To the extent authorized by any fire and extended coverage insurance policy issued to County on the herein described Property, County hereby waives the subrogation rights of the insured, and releases the State from liability for any loss or damage covered by said insurance.
- 23. Hold Harmless. To the extent permitted by law (including Government Code section 14662.5), State agrees to indemnify, defend and hold harmless County, its officers, employees, and representatives ("County Indemnitees") from and against any cost, expense, liability, damage, injury, or death, including without limitation attorney's fees and costs, (collectively, "Liabilities") to the extent that the Liabilities are proximately caused by reason of the State's uses authorized in this Lease. However, State shall have no obligation to indemnify, defend or hold harmless County Indemnitees from and against any Liabilities that are caused by the sole negligence or willful misconduct of any County Indemnitee, or from any other Liabilities not expressly authorized by Government Code Section 14662.5.

If any party to this Lease is held liable upon any judgment for damages caused to third parties by a negligent, intentional, or wrongful act or omission occurring in the performance of this Lease and pays in excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this Lease. The pro rata share of each party shall be determined according to the comparative fault of the respective parties, as between them. The requirements of this Section 23 shall survive the expiration or termination of this Lease.

- 24. Pollution. The State, at its expense, shall comply with all applicable laws, regulations, rules, and others with respect to the use of the Premises, regardless of when they become effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request by the County.

The State shall not permit hazardous materials to be handled at any time on the Premises. Should any discharge, leakage, spillage, emission or pollution of any type occur upon the Premises due to the State's use and occupancy thereof, the State, at its sole expense, shall clean all the Premises affected thereby, whether owned or controlled by the County or any third party, to the satisfaction of County (insofar as the property owned or controlled by the County is concerned), third party (insofar as the third party's property is concerned), and any governmental body having jurisdiction. The requirements of this Section 24 shall survive the expiration or termination of this Lease.

- 25. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause, the County may, at its option, make repairs within a reasonable time. Partial destruction does not void this lease, except that the State is entitled to a proportionate reduction in Rent while such repairs are being made.

If the County does not elect to make repairs, this Lease may be terminated by either party, without cost, obligation, or liability to the other party, except as described herein.

This Lease will terminate in the event of a total destruction of the Premises.

- 26. Default.

The occurrence of any of the following events is a default under this Lease:

- a. State.

- i. The State's failure to pay Rent within fifteen business days after the due date.

- ii. The State's failure to comply with any other material term or provision of this lease if such failure is not remedied within 30 days after receipt of a written notice from the County to the State specifying the nature of the breach in reasonably sufficient detail (a "Notice of Default"). If the required cure of the noticed failure cannot be completed within 30 days, the failure to cure will not be deemed to be a default of this Lease if the State has attempted to cure the failure within the 30-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible. In no event will the cure period extend beyond the 60-day period after the State's receipt of the Notice of Default.
- b. County. The County's failure to perform any obligation under this Lease if the failure is not remedied within 30 days after receipt of a written notice from the State to the County specifying the nature of the breach in reasonably sufficient detail. If the required cure of the noticed failure cannot reasonably be completed within 30 days, a default will not be deemed to occur if the County has attempted to cure the failure within the 30-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible.

27. Remedies.

- a. County. Upon the occurrence of a default by the State, the County may reenter and repossess the Premises and remove all persons and property from the Premises, after giving the State written Notice of Default and in accordance with due process of law.
- b. State. Upon the occurrence of a default by the County, the State may terminate this Lease by giving written notice to the County and quit the Premises without further cost or obligation to the County.

28. Notices. All notices and correspondence 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 person or five days after written notice is deposited in the United States Mail, certified, postage prepaid and addressed as follows:

To the
 COUNTY: Contra Costa County Public Works Department
 Attention: Real Estate Division
 255 Glacier Drive
 Martinez, CA 94553

To
 the STATE: Department of Transportation
 Office of Radio Communications
 1120 N Street, Mail Station 77
 Sacramento, CA 95814

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE PROPERTY

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

- 29. Time is of the Essence. In fulfilling all terms and conditions of this Lease, time is of the essence.
- 30. Governing Law. The laws of the State of California govern all matters arising out of this Lease.

31. Severability. In the event that any provision in this Lease is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Lease will not in any way be affected or impaired.

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32. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. This Lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties prepared it. This Lease may be modified only by a writing signed by both parties.

The parties are executing this Lease on the date set forth in the introductory paragraph.

COUNTY

Contra Costa County, a political subdivision of the State of California

STATE

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION:

By: _____
Warren Lai
Director of Public Works

By:  _____
Ferdinand Milanes, Chief
Office of Radio Communications

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret J. Eychner
Senior Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

APPROVED AS TO FORM
STATE COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

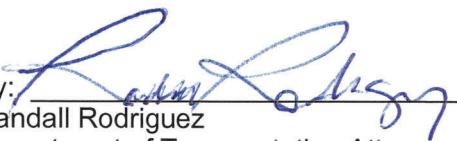
By:  _____
Randall Rodriguez
Department of Transportation Attorney

EXHIBIT A
Master Lease

Exhibit B

Site Standards

The following standards are established as minimum site user requirements to allow all systems to operate with a minimum of interference and the maximum attainable reliability. Additional requirements may be imposed depending on the individual case. All site users will be handled on an equitable basis under these standards regardless of the equipment type.

1. Each transmitter must be identified with a County approved designation tag, along with the name and phone number or the person responsible for the operation of the transmitter. Each transmitter shall have its FCC licensed call sign on the cabinet.
2. A certified true copy of the Federal Communications Commission license grant for each transmitter shall be provided to the County prior to any installation commencing.
3. Only FCC type accepted/approved transmitters shall be installed.
4. Each transmitter (microwave excepted) shall have a harmonic filter, protective isolator and band-pass cavity which shall as a minimum meet the requirements in Table 1. The isolator shall precede the band-pass cavity in the transmit path.
5. Additional filters, band-pass cavities, isolators, and other protection may be required to solve site specific interference problems.
6. Double-shielded (MILC17), or solid outer conductor (Helix) shall be used to connect RF equipment to antennas, protective devices, and components; preferably using type "N" connectors and a minimum number of adapters. Single-shield cable and unjacketed transmission lines are prohibited.
7. Transmission lines shall be grounded at the top, bottom, and building entry point, utilizing the transmission line manufacturer's grounding kit.
8. A lightning arrester shall be provided on each transmission line entering the building. The lightning arrester's ground shall be connected to the ground bar below the cable-entry in the building.
9. Antenna mounting assemblies shall utilize galvanized steel structural members specifically designed to fit the tower structure. All ferrous metals utilized with the mounting hardware shall either be hot-dipped galvanized or stainless steel.
10. Contact surfaces of dissimilar metals shall be treated to prevent galvanic corrosion (rust).
11. Transmission line supports and hangers shall adequately support the transmission lines when subjected to wind and ice and shall prevent vibration and shaking. The support shall ensure that no weight or stress is placed on adjoining sections. The use of wire-ties, steel bands, wraplock, wire, or any other attachment other than that specified will not be accepted.
12. Site users will submit detailed plans for their installations. Detailed plans should include all equipment, transmission lines, antenna mounts and FCC licenses.
13. All transmission lines will be color coded as specified by County.
14. Site users will pay the County for any Load Calculation studies.

Testing and Inspection:

The County shall have the right to inspect all phases of work of the transmitter and antenna system to determine that the system meets these specifications. Any discrepancies shall be corrected immediately.

Frequency	Isolator	BPC Attenuation ± From Carrier Frequency
30 – 60 MHz	40 dB	15 dB minimum
130 – 180 MHz	50 dB	15 dB minimum
400 – 512 MHz	50 dB	20 dB minimum
800 – 960 MHz	50 dB	25 dB minimum