

## **LICENSE AGREEMENT**

This license agreement (“**Agreement**”) is dated September 9, 2025, and is between CONTRA COSTA COUNTY, a political subdivision of the State of California (the “**County**”) and SOLANO COUNTY, a political subdivision of the State of California (“**Licensee**”).

### **RECITALS**

- A. The County is the master lessee of real property located off Cummings Skyway and McEwen Road in Crockett, Contra Costa County, State of California, having APN 354-300-008 and a defined access road across APN 354-300-007 (the “**Access Road**”) (together, the “**Property**”) pursuant to a master lease between the County and property owner John A. Demartini Ranch, LLC, which is the 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 (the “**Master Lease**”). The Master Lease is dated August 24, 1982, and expires July 31, 2081.
- B. The County owns certain telecommunications facilities on the Property, including towers, microwave dishes, vaults and equipment, as shown in Exhibit A. The County-owned improvements and equipment are the “**County Facilities**.”
- C. Licensee desires to use the Property and a portion of the County Facilities for the limited purposes described in this Agreement. The County is willing to grant a license to use the Licensed Premises, as defined below, upon the terms and conditions set forth in this Agreement.

The parties therefore agree as follows:

### **AGREEMENT**

- 1. **Grant of License.** Subject to the terms and conditions of this Agreement, the County hereby grants to Licensee, a nonexclusive revocable license to enter the Property for the purposes described in Section 2 below and for no other purpose without County’s prior written consent.
- 2. **Use of Premises.** Licensee is permitted to operate and maintain (i) one full rack equal to 42 rack units in County’s Vault #1 and four rack units in County’s Vault #2, (ii) two receive antennas, one transmit antenna, and a microwave dish installed on County’s Tower #2, and (iii) related antennas, cables, conduits, wires, and electronic and similar hardware (together, the racks, the antennas, the microwave dish, and related equipment are the “**Licensee’s Equipment**”). The location of Licensee’s Equipment on the County Facilities is the “**Licensed Premises**.” A further description of Licensee’s Equipment is shown on Exhibit B.

3. **Term.** The initial term of this Agreement is approximately five years, beginning September 15, 2025 (the “**Commencement Date**”), and ending October 31, 2030. The County and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with 60 days advance written notice.

Unless Licensee gives prior written notice at least 60 days before the end of the then-current term that it will allow this Agreement to expire at the end of the then-current term, the term will be extended for an additional five years; provided, however, the term may not be extended for more than four successive five-year extensions, for a maximum term of 25 years from the Commencement Date.

4. **License Fee.** During the term of this Agreement, Licensee shall pay a license fee to the County monthly in advance in the amount of \$1,531.00, which is equal to \$33.50 per rack unit per month. Payments are to be addressed to Contra Costa County, Department of Information Technology, Attention: Accounting, 30 Douglas Drive, Martinez, California 94553, or to such other place as the County may designate from time to time.

The license fee for any fractional month will be prorated and computed on a daily basis with each day's license fee equal to 1/30<sup>th</sup> of the monthly license fee.

The license fee is subject to adjustment to reflect current rates; provided, however, (i) Licensee may not be charged more than other users of the County Facilities, and (ii) an adjustment to the license fee may not occur more than once during any calendar year. Any adjustment to the license fee will be communicated to Licensee in writing with at least 90 days' notice.

The license fee will increase if Licensee adds additional equipment to Licensee's Equipment in an amount determined by the County's Telecommunications Manager. The license fee will decrease if Licensee removes equipment from Licensee's Equipment in an amount determined by the County's Telecommunications Manager.

5. **Improvements to the Premises.**

- a. Licensee may not construct any improvements on the Property or the Licensed Premises without prior written consent from the County. For the purposes of this Agreement, any equipment Licensee is permitted to install on the Licensed Premises is not considered to be an improvement to the Property or the Licensed Premises.
- b. Any improvements to the Licensed Premises by Licensee (with or without the consent of the County) must be removed by Licensee, at its sole cost, except those improvements that the County and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.

- c. If Licensee fails to remove any improvements or equipment it is required to remove, the County may remove them at Licensee's expense, and Licensee shall immediately reimburse the County upon Licensee's receipt of an invoice from the County.
6. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County of this use.
7. **Nonexclusive Right of Use.** This Agreement is nonexclusive. The County reserves the right to issue licenses, easements, and permits to others that could affect the Property or the Licensed Premises.
8. **Existing Facilities.** It is understood and agreed that the County has leases, licenses, and/or easements with others for all or a portion of the Property.
- The holders of the leases, licenses, and/or easements granted by the County have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.
9. **Access Road Procedures.** Licensee, including its authorized agents, employees, and contractors, have a non-exclusive right of ingress and egress to and from the Licensed Premises along the Access Road or other course or courses designated by the County. Licensee shall exercise all reasonable care and precaution to prevent livestock pastured on the adjoining lands from escaping or being injured. Licensee may bring automobiles, trucks, and motorized equipment over the Access Road and onto the Property.
10. **Road Maintenance.** County is responsible for regular Access Road maintenance. Licensee agrees to repair, at Licensee'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 Licensee's use.
11. **Fire Hazards.** Licensee shall exercise reasonable care and precaution to prevent fires from starting or occurring on the Property. No smoking is allowed on the Property.
12. **Interference.** Licensee shall cooperate with County and any of its current and future licensees to minimize technical interference between the telecommunication activities of Licensee and any other user of the Property.
13. **Utilities.** The County shall provide, at its sole expense, electrical service to the Licensed Premises.
14. **Alterations to Equipment.** Licensee shall obtain the prior written approval of County prior to any modification, repair, or removal of Licensee's Equipment, or other activities on any portion of the Licensed Premises; provided, however, a replacement of like for like equipment or maintenance of equipment does not require prior County approval.

Licensee shall follow guidelines for Site Standards as described in Exhibit C – Site Standards.

15. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless the County and its agents against all liabilities, judgments, costs, and expenses that may in any way accrue against the County or its agents as a result of the County granting this Agreement, save and except claims or litigation arising from the sole negligence or sole willful misconduct of the County.
16. **Insurance.** Licensee shall, at no cost to the County, obtain and maintain during term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or losses due to bodily injury, including death, or damage to property, including loss of use, and **name Contra Costa County, its officers, agents, and employees as additional insured** thereunder. The minimum coverage limit required under this provision will increase throughout the term of this Agreement at the reasonable discretion of the County. The County will provide Licensee with 60 days' notice of an increase in the minimum coverage limit. The coverage must provide for a 30-day written notice to the County of cancellation or lapse.

Licensee shall provide to the County evidence of the coverage carried pursuant to this provision prior to execution of this Agreement and annually thereafter.

17. **Damage or Destruction.** If the County Facilities or the Licensed Premises are damaged, destroyed, condemned, or transferred in lieu of condemnation, Licensee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer. Notwithstanding the foregoing, the County is not responsible for any acts of vandalism occurring on the Property. Should any vandalism to the Licensed Premises occur, any repairs are the sole responsibility of Licensee. Furthermore, in the event of damage to the Licensed Premises due to acts of God, war, strikes, fires, floods, or power failures, Licensee acknowledges that the County is not responsible for any repairs necessary to the Licensed Premises.

If any portion of the Property, including the Licensed Premises, and the County Facilities, are damaged or destroyed by Licensee, Licensee is responsible for the cost of restoring the affected area to its prior condition within 90 days after the occurrence of the damage or destruction.

The requirements of this section shall survive the expiration or termination of this Agreement.

18. **Assignment.** Licensee may not assign its rights under this Agreement.
19. **Surrender of Possession.** Upon termination or expiration of this Agreement, Licensee shall peaceably and quietly leave, surrender, and yield to the County, the Licensed Premises in good order, condition, and repair. Licensee shall remove all equipment from

the Licensed Premises within 90 days after the expiration or termination of this Agreement, except in the case of fire or other natural disaster, in which case the removal date is to be mutually agreed upon. Upon termination, a qualified representative of the County shall inspect the Licensed Premises to determine that the Licensed Premises is left in accordance with the terms of this Agreement.

20. **Notices.** Notices under this Agreement must be in writing and will be effective either when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by a recognized overnight courier service, and directed to the other party at its address as stated below, or to such other address as the party may designate by written notice.

LICENSEE: Solano County  
General Services Department  
Attn: Real Estate  
675 Texas St., Ste. 2500  
Fairfield, CA 94533  
Email: [Properties@SolanoCounty.gov](mailto:Properties@SolanoCounty.gov)  
PH: 707-784-7900

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

21. **Governing Law.** This Agreement is governed by the laws of the State of California.

[Remainder of Page Intentionally Left Blank]

22. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both parties.

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

**CONTRA COSTA COUNTY**

**SOLANO COUNTY**

By \_\_\_\_\_  
Warren Lai  
Public Works Director

By \_\_\_\_\_  
Bill Emlen  
County Administrator

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

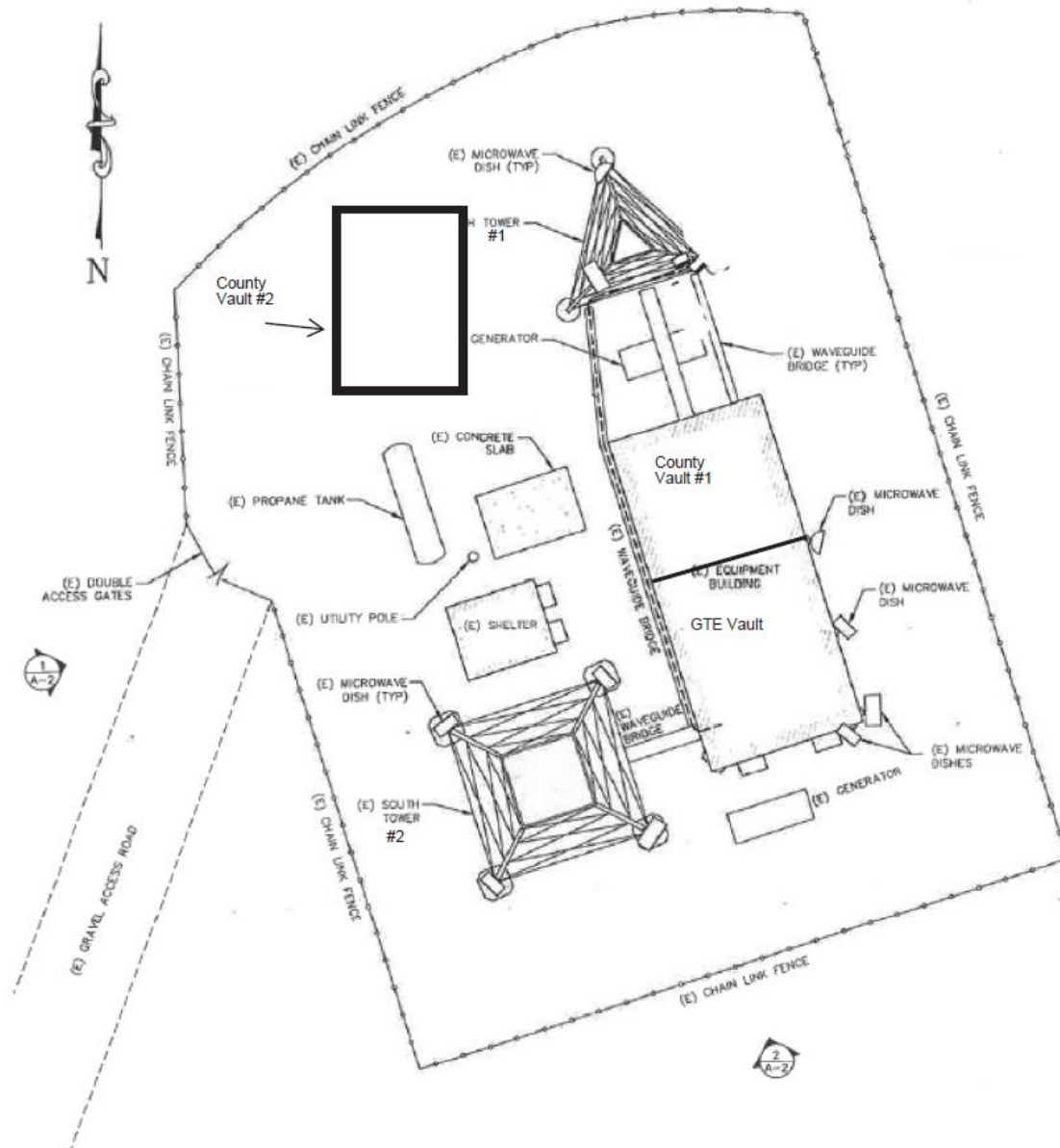
By \_\_\_\_\_  
Megan Callaway  
Deputy County Counsel

By \_\_\_\_\_  
Margaret J. Eychner  
Senior Real Property Agent

APPROVED AS TO FORM:  
THOMAS L. GEIGER, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

## Plot Plan



## **Exhibit B**

### **SOLANO COUNTY EQUIPMENT INFORMATION CONTRA COSTA COUNTY'S VAULT AND TOWERS – LICENSE**

- **Rack Space: (46 rack units (RU) total)**
  - One full rack (42 RU) in Shelter #1 at the end of Row 1, currently marked “CB2”. This will be for a Motorola DBR M12 site repeater system.
  - Additional Rack Space: 4 RU needed at the top of the 2<sup>nd</sup> rack from the left in Shelter #2. This will be for a 1 RU Trimm circuit breaker panel, 1 RU for a required space, and 2 RU for an Aviat IRU600 microwave radio.
- **Antennas: Two receive antennas, one transmit antenna, and a microwave dish installed on County Tower #2:**
  - Rx Antennas: RFI Wireless model BPA7496-60-13\_16, both installed at 120’ AGL.
  - Tx Antennas: RFI Wireless model BPA7496-60-13\_16, mounted at 100ft level.
  - Microwave Dish: Commscope SHPX4-11W, 4’ Dish operating at 11 GHz installed at the 53’ (centerline) on the northwest leg.

**Dated: 4-16-2025**



## **Exhibit C**

### **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.

<b>Frequency</b>	<b>Isolator</b>	<b>BPC Attenuation ± From Carrier Frequency</b>
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